

**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 **19th day of August 2020 at 1:00 p.m.** for the Board to conduct the business of that meeting. The meeting will be held via videoconference. Such a meeting is a **REGULAR BOARD MEETING**.

Texas Governor Greg Abbott temporarily suspended a number of open meetings provisions in response to the COVID-19 pandemic, allowing government entities, including HCDE, to conduct meetings by telephone or videoconference. Notice is hereby given that HCDE intends to conduct this regular meeting via videoconference. As required by the temporary suspension, HCDE:

- Has provided online written notice containing a free-of-charge videoconference link, as well as an electronic copy of any agenda packet, before conducting this meeting via videoconference; specifically, the public may use the following free-of-charge videoconference link:
<https://zoom.us/j/93326790707?pwd=Y1ZTUovWk92NmZCUTITcy9iak1oQT09> ; Meeting ID: 933 2679 0707; Password: 0hShVV
- Will provide the public with access and a means to participate in the called meeting; and
- Will provide the public with access to a recording of the 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 19, 2020
Agenda of Regular Meeting**

A Regular Meeting of the Board of Trustees of Harris County Department of Education will be held August 19, 2020, beginning at 1:00 p.m. via videoconference.

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** - Richard Cantu, Board Trustee
2. **Pledge of Allegiance to the US flag** - Andrea Duhon, Board Trustee
3. **Pledge of Allegiance to the Texas flag** - Andrea Duhon, Board Trustee
4. **Public Comment** - In lieu of a public appearance at the Board Meeting, members of the public may submit written comments to the Board via email prior to the beginning of the meeting addressed to publiccomment@hcde-texas.org, which will be provided to the Board. In your email, please state your name, address, topic, and comment.
5. **Reports and presentations:**
 - A. **Superintendent Monthly Report** - James Colbert, Jr.
 - B. **Report of the Board Feasibility Subcommittee** - Richard Cantu
 - C. **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.
 - D. **Monthly Financial Reports through 07/31/2020**- Jesus Amezcua, Assistant Superintendent for Business Services
6. **ACTION ITEMS - CONSENSUS**
 - A. Consider approval of the following Business Services items:
 1. Monthly Disbursement Report
 2. Monthly Budget Amendment Report

3. Monthly Investment Report for July 2020
 4. **Consider approval of estimated reserved fund balances for non-spendable, restricted, committed assigned and unassigned** under the Governmental Accounting Standards Board (GASB) 54. (This is an annual requirement to project our end of the year fund balance to meet GASB accounting standards. Once the audit is completed, the final fund balances will be reported at the January Board Meeting).
- B. Consider approval of the following Board Meeting Minutes:
1. 07-07-2020 Special Board Meeting and Budget Workshop Minutes
 2. 07-15-2020 Regular Board Meeting Minutes
- C. Consider approval of the following Grant Requests:
1. **Consider acceptance of the Notice of Award (NOA) from the Department of Health and Human Services (HHS) Administration for Children and Families (ACF) for the Head Start Division** in the amount of \$116,717.00 for the period of 01/01/2020 through 06/30/2020.
 2. **Consider acceptance of the Notice of Award (NOA) from the Department of Health and Human Services (HHS) Administration for Children and Families (ACF) for the Head Start Division** in the amount of \$252,018.00 for the period of 07/01/2020 through 12/31/2020.
 3. **Consider ratification and approval of the continuation of the contract between Harris County Department of Education** and the Houston-Galveston Area Council for the provision of the Adult Education and Literacy services in Harris and Liberty Counties for the period of July 1, 2020 through June 30, 2021 in the amount of \$4,750,000.
- D. Consider ratification/approval of the following Interlocal Contracts:
1. **Consider approval of contract renewal option for job no. 15/064YR for Lease Agreement for the Tidwell Head Start Facility with the following vendor: KQC Investors, LLC. for the period of 09/1/2020 through 08/31/2021 (Funding available from Head Start funds).**
 2. **Consider acceptance of the extension of Texas Education Agency's 21st Century Community Learning Center Cycle 10 grant award** from the original July 31, 2020 end date to extended end date March 31, 2021. The Cycle 10 grant supports ten afterschool programs administered by the following school districts and charter school systems: The Association for the Advancement of Mexican Americans Charter, Galena Park ISD, Baker Ripley Charter, Raul Yzaguirre School for Success Charter, Sheldon ISD, Southwest Schools Charter.
 3. **Consider acceptance of the extension of Texas Education Agency's 21st Century Community Learning Center Cycle 9 grant award** from the original July 31, 2020 end date to extended end date March 31, 2021. The Cycle 9 grant supports ten afterschool programs administered by the following school districts and charter schools: Aldine ISD, Houston ISD, Alief ISD, Clear Creek ISD, Galena Park ISD, Humble ISD, Pasadena ISD, Sheldon ISD, Southwest Schools Charter, Spring ISD.

4. **Consider approval of Interlocal (revenue) contracts for FY 2021 for Therapy Services in the aggregate amount of \$3,483,904 with School-Based Therapy Services and the following districts:** Spring ISD (462 students served in FY19) in the amount of \$999,658; and Katy ISD (1267 students served in FY19) in the amount of \$2,484,246.
 5. **Consider approval of Interlocal (revenue) contract for FY 2021 for Therapy Services in the aggregate amount of \$2,823,598 with School-Based Therapy Services and Cypress-Fairbanks ISD (1579 students served in FY19) in the amount of \$2,823,598.**
 6. **Consider approval of Interlocal (revenue) contract for FY 2021 for Therapy Services in the aggregate amount of \$2,448,357 with School-Based Therapy Services and the following districts:** Houston Independent School District (1964 students served in FY19) in the amount of \$2,375,575 and Dayton Independent School District (42 students served in FY19) in the amount of \$72,782.
- E. Consider approval of the following items for the HCDE Choice Partners Cooperative:
1. **Consider Approval of the Contract Award for job no. 20/046SG for Award Jackets, Apparel, Screen Printing & Embroidery with the following vendors:** 4imprint, Inc. (#20/046SG-01); J.A.K. Printwear, Inc. dba Ace T-Shirts (#20/046SG-02); Ad-Wear & Specialty of Texas, Inc. (#20/046SG-03); Balfour Company (#20/046SG-04); Buffalo Specialties, Inc. (#20/046SG-05); Roman Armstrong dba Gameday Sports Apparel (#20/046SG-06); Houston Graduation Center, Inc. (#20/046SG-07); JW Drouin & Associates dba J. Harding & Co. (#20/046SG-08); Marketing Magic International, Ltd (#20/046SG-09); MECA Sportswear, Inc. (#20/046SG-10); STS Brand, LLC dba STS Brand (#20/046SG-11); Tejas Office Products, Inc. (#20/046SG-12); Texas Music Festivals Enterprise, Inc., and Trademarks Promotional Products, LP (#20/046SG-14) for the period 08/19/2020 through 08/18/2021.
 2. **Consider Approval of the Contract Award for job no. 20/048TP for Emergency Feeding with the following vendors:** Albie's Foods Products, LLC (AFP Holding, LLC) (# 20/048TP-01) ; Alpha Foods Co. (# 20/048TP-02) ; Asian Food Solutions (Chinese Food Solutions, Inc) (# 20/048TP-03) ; Bake Crafters Food Company (# 20/048TP-04) ; Cebev LLC/Juice Bowl (# 20/048TP-05); Chef's Corner Foods (Omnibus Trading Corp) (# 20/048TP-06) ; ConAgra Foods, Inc. (# 20/048TP-07) ; Devin Distributing and Packaging (# 20/048TP-08) ; Fat Cat Bakery (# 20/048TP-09) ; Gordon Food Service, Inc. (# 20/048TP-10); Gulf Coast Paper Co Inc (# 20/048TP-11); Hadley Farms Bakery (# 20/048TP-12) ; Heart of Texas Biscuits (Heart of Texas Biscuits Inc.) (# 20/048TP-13) ; Integrated Food Service (Let's Do Lunch, Inc) (# 20/048TP-14); JTM Food Group (J.T.M. Provision's Company, Inc) (# 20/048TP-15) ; Labatt Food Service (# 20/048TP-16); M.C.I. Foods/Los Cabos Mexican Foods (M.C.I. Foods, Inc.) (# 20/048TP-17) ; ModernMD LLC (# 20/048TP-18) ; Out of the Shell DBA Yangs 5th Taste (# 20/048TP-19); Revolution Foods, Inc. (# 20/048TP-20); Rich Chicks, LLC (# 20/048TP-21); S.A. Piazza & Associates, LLC (# 20/048TP-22) ; Schreiber Foods International (# 20/048TP-23) ; Schwan's Food Service, Inc. (# 20/048TP-24) ; SoloFresco Brands (# 20/048TP-25) ; Tasty Brands (# 20/048TP-26); The Father's Table (# 20/048TP-27); Tyson Prepared Foods, Inc. (# 20/048TP-28); Uno Foods, Inc. (# 20/048TP-29) for the period 08/19/2020 through 08/18/2021.
 3. **Consider Approval of a Contract Renewal option for job no. 16/015CG for Chemicals, Supplies and Related Services with the following vendor:** NAO Global Health, LLC (#16/015CG-04) for the period 09/20/2020 through 09/19/2021.
 4. **Consider Approval of a Contract Renewal option for job no. 16/037CG for IDIQ Lighting Supplies, Services and Installation with the following vendor:** XtraLight Manufacturing, Ltd (#16/037CG-06) for the period 09/20/2020 through 09/19/2021.

5. **Consider Approval of a Contract Renewal option for job no. 16/058KH for Web-Based Electronic Bidding System with the following vendor:** Ion Wave Technologies, Inc. (#16/058KH-03) for the period 09/20/2020 through 09/19/2021.
6. **Consider Approval of a Contract Renewal option for job no. 17/044JN for JOC-IDIQ Electrical Services with the following vendors:** Trio Electric, LLC (#17/044JN-01) and Turner Power Systems & Contractor, LLC dba Turner Power & Construction, LLC (#17/044JN-02) for the period 09/20/2020 through 09/19/2021.
7. **Consider Approval of a Contract Renewal option for job no. 17/045KC for Temporary Personnel Services with the following vendors:** 22nd Century Technologies, Inc. (#17/045KC-01); A-1 Personnel of Houston, Inc. (#17/045KC-02); The Reserves Network dba ExecuTeam Staffing (#17/045KC-03); LaneStaffing, Inc. (#17/045KC-04); Staffmark Investment, LLC dba Staffmark (#17/045KC-08), and The Spearhead Group, Inc. (#17/045KC-12) for the period 09/20/2020 through 09/19/2021.
8. **Consider Approval of a 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); 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); 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); 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); Double M Laser Products, Inc. dba Enhanced Laser Products (#18/056KD-24); HiED Inc. (#18/056KD-28); 5205 Limited Partnership dba Houston Communications, Inc. (HCI) (#18/056KD-29); Insight Investments, LLC (#18/056KD-30); Intech Southwest Services, LLC (#18/056KD-32); iTech Enterprises, LLC dba iTech Solutions (#18/056KD-34); LyncVerse Technologies (#18/056KD-37); Nearpod, Inc. (#18/056KD-39); Netsync Network Solutions (#18/056KD-40); Southwest Texas Horizons, LLC dba New Horizons CLC of Houston (#18/056KD-42); NWN Corporation (#18/056KD-44); Panorama Education, Inc. (#18/056KD-46); PCCare, Inc. dba Square3 (#18/056KD-47); PopSmart Technologies, LLC (#18/056KD-49); PS Lightwave, Inc. dba Pure Speed Lightwave (#18/056KD-52); R3 Collaboratives, Inc. (#18/056KD-53); Revolution Data Systems, LLC (#18/056KD-55); Set Solutions, Inc. (#18/056KD-56); SHI Government Solutions, Inc. (#18/056KD-57); Technical Laboratory Systems, Inc. (#18/056KD-61); Veritrust Corporation (#18/056KD-62); Waypoint Business Solutions, LLC (#18/056KD-64), and WebRevelation, Inc. (#18/056KD-65) for the period 09/19/2020 through 09/18/2021.
9. **Consider Approval of a Contract Renewal option for job no. 18/058KC for Educational Materials and Related Items with the following vendors:** Achieve3000 (#18/058KC-02); CEV Multimedia Ltd (#18/058KC-06); CodeMonkey Studios, Inc. (#18/058KC-08); Earlychildhood, LLC dba Discount School Supply (#18/058KC-09); Eric Armin, Inc. dba EAI Education (#18/058KC-11); Frog Street Press, LLC (#18/058KC-12); GameSalad, Inc. (#18/058KC-13); Kaplan Early Learning Company (#18/058KC-15); Lab Resources, Inc. (#18/058KC-16); Lakeshore Equipment Company dba Lakeshore Learning Materials (#18/058KC-17); Mentoring Minds, L.P. (#18/058KC-20); Nasco Education, LLC dba Nasco (#18/058KC-22); NWEA dba Northwest Evaluation Association (#18/058KC-23); OTC Brands, Inc. dba Oriental Trading Company, Inc. (#18/058KC-24); Peoples Education, Inc. dba Mastery Education (#18/058KC-25); Pitsco, Inc. (#18/058KC-26); Public Missiles, Limited (#18/058KC-27); S&S Worldwide, Inc. (#18/058KC-31); Saddleback Educational, Inc. (#18/058KC-32); School Specialty, Inc. (#18/058KC-33); Studies Weekly, Inc. (#18/058KC-34); Sundance-Newbridge, LLC (#18/058KC-35); Teacher Created Materials, Inc. (#18/058KC-36); VuTech Display Systems (#18/058KC-39), and Cox Subscriptions, Inc.

10. **Consider Approval of a Contract Renewal option for job no. 18/060JN for JOC-IDIQ for All Trades with the following vendors:** Atlas Universal Roofing, Inc. dba Atlas Universal, Inc. (#18/060JN-01); Business Flooring Specialists, LP (#18/060JN-03); Cary Services, Inc. (#18/060JN-04); Choice! Energy Services Retail LP dba Choice! Energy Management (#18/060JN-05); Cook Mechanical, Inc. (#18/060JN-06); D&G Quality Roofing, Inc. (#18/060JN-07); Dura Pier Facilities Services, Ltd dba Facilities Sources (#18/060JN-08); Foster Fence, Ltd (#18/060JN-10); Emcor-Gowan, Inc. dba Gowan, Inc. (#18/060JN-11); J.R. Jones Roofing, Inc. (#18/060JN-12); Lee Construction & Maintenance Company dba LMC Corporation (#18/060JN-13); Reliable Commercial Roofing Services, Inc. (#18/060JN-14), and Westco Ventures, LLC (#18/060JN-17) for the period 09/19/2020 through 09/18/2021.
11. **Consider Approval of a Contract Renewal option for job no. 19/042MJ for Disaster Mitigation Commodities/Services with Disaster Recovery JOC-IDIQ with the following vendors:** BMS CAT (fka Blackmon Mooring) (#19/042MJ-01); ERC Environmental & Construction Services, Inc. dba ERC (#19/042MJ-03); Horizon International Group, LLC (#19/042MJ-05), and Texas General Contractors, Inc. (#19/042MJ-06) for the period 09/18/2020 through 09/17/2021.
12. **Consider Approval of Assignment of Contract for job no. 20/002KD-05 for Art Supplies & Related Items for 2020-2022 Supply Catalog** from Medisouth, Inc. dba Medisouth Store to Vadii, Inc. dba Medisouth Store. The effective date of the Consent for Assignment is August 19, 2020.
13. **Consider Approval of Assignment of Contract for job no. 20/004KD-03 for Classroom Teaching Supplies & Related Items for 2020-2022 Supply Catalog** from Medisouth, Inc. dba Medisouth Store to Vadii, Inc. dba Medisouth Store. The effective date of the Consent for Assignment is August 19, 2020.
14. **Consider Approval of Assignment of Contract for job no. 20/006KD-02 for Food Service Supplies & Related Items for 2020-2022 Supply Catalog** from Medisouth, Inc. dba Medisouth Store to Vadii, Inc. dba Medisouth Store. The effective date of the Consent for Assignment is August 19, 2020.
15. **Consider Approval of Assignment of Contract for job no. 20/007KD-03 for Health/Medical Supplies & Related Items for 2020-2022 Supply Catalog** from Medisouth, Inc. dba Medisouth Store to Vadii, Inc. dba Medisouth Store. The effective date of the Consent for Assignment is August 19, 2020.
16. **Consider Approval of HCDE Interlocal Agreements with:** Deport (City of), Deport, Texas; Central ISD, Pollok, Texas; The Metropolitan District, Hartford, Connecticut; Collierville Schools, Collierville, Tennessee; South Texas ISD, Mercedes, Texas (Signature Only); Leon County, Centerville, Texas; Apache Junction United School District, Apache Junction, Arizona; Peoria (City of), Peoria, Arizona; Queen Anne's County, Centreville, Maryland, and LifeSchool of Dallas dba Life School, Red Oak, Texas.

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

1. **Consider approval of renewal option 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:** PrepForward, for the period of 9/01/2020 through 8/31/2021.

2. **Consider ratification and approval of renewal options for job no. 17/046MR for Playground Equipment and Supplies with the following vendors:** Adventure Playground Systems, and Kaplan Early Learning Company for the period of 08/16/2020 through 08/15/2021.
3. **Contract award for job no. 20/049IA - Contracted Services for the Teaching and Learning Center to the proposers offering the best value to HCDE** and meeting the specifications outlined in the proposal: Happy Chapters, LLC, Konnecting the Dots, Lakeshore Learning Materials, LaVondia Menephee, s3strategies, UP Educational Consulting, Writers in the Schools, and Young Audiences, Inc. of Houston for the period of 9/01/2020 through 8/31/2021, with an option to renew annually for up to (4) additional years, (subject to annual appropriations of funding).
4. **Consider Ratification and approval of renewal option for job no. 16/047YR-1 for Head Start Trainers and Consultants with the following vendor:** Creatively Inspired Communications for the period of 08/16/2020 through 08/15/2021.

G. Consider approval of the following Revenue Agreements:

1. **Consider approval of Interlocal (revenue) contract for FY 2021 in the aggregate amount of \$341,666 with Highpoint School East** with the following districts: Channelview ISD for eighteen (18) in-county annual contracts in the amount of \$180,882 (\$10,049 each); La Porte ISD for eight (8) in-county annual contracts in the amount of \$80,392 (\$10,049 each); Spring Branch ISD for eight (8) in-county annual contracts in the amount of \$80,392 (\$10,049 each) for the contract period of 8/24/20 through 06/03/21.

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

- A. **Consider approval of Revenue Agreement between the Education Foundation of Harris County and Harris County Department of Education for CASE for Kids.** The Education Foundation of Harris County is providing \$495,000 received from the Houston Endowment for the support of Harris County Department of Education's CASE for Kids division's implementation of Youth Pathways: Digital badging initiative. The award will be expended over three years with up to a five-year period for project completion. The payout of these monies to CASE for Kids will be on the following schedule:

\$173,250.00 on or before August 31, 2021
 \$198,000.00 on or before August 31, 2022
 \$123,750.00 on or before August 31, 2023

- B. **Consider approval of project delivery/contract method of job order contracting and approval of job order the contract for removal and replacement of fence perimeter at Fortis Academy** with ERC Environmental & Constructions Services (Choice Partners Job No. 20/017MR-09) in the total amount of \$105,481.60 (Funding from FY 19-20 construction funds).
- C. **Consider approval of project delivery/contract method of job order contracting and approval of job order contract for modernization of the existing elevator located at 6005 Westview** with ERC Environmental & Construction Services (Choice Partners Job No. 20/017MR-09) in the total amount of \$171,900.25 (Funding from FY 19-20 construction funds).

- D. **Consider approval of agreement with Houston ISD Food Services to provide breakfast and lunch for ABS East, ABS West and Fortis Academy** for the period of September 1, 2020 to August 31, 2021 in an amount not to exceed \$200,000.
- E. **Consider approval of expenditures which have been previously procured and are expected to aggregate to \$50,000 or more for FY 2021 as required under Policy CH Local** for various HCDE divisions for an aggregate amount not to exceed \$20,898,476. (This is an annual estimate of projected and budgeted expenditures in anticipation of FY 2020-2021. A list of projected levels of expenditures by vendor are outlined in the board packet).
- F. **Consider approval of engagement letter with Orrick, Herrington, & Sutcliffe, LLP, (Bond Counsel)** in accordance with Texas Education Code 44.031(f). (Bond counsel is required to enter the financial market and maintain bond disclosure compliance).
- G. **Consider approval of engagement letter with USCA Municipal Advisors LLC. (Financial Advisor)** in accordance with Texas Education Code 44.031(f). (A financial advisor is required to enter the financial market and maintain bond disclosure compliance).
- H. **Consider approval of 18 part-time aide positions for the Head Start Division to support the program in meeting** Child Care Licensing Minimum Standard's health protocols to ensure the health and safety of students and staff during the COVID-19 pandemic. (These positions are funded by a new COVID-19 grant).
- I. **Consider final approval of the following revised local policies:**
 - a. DIA (Local)
 - b. FB (Local)
 - c. FFH (Local)
- J. **Consider first reading of the following revised local policies:**
 - a. BDF (Local)
 - b. CV (Local)
 - c. CCG (Local)
- 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. 551.074 – Consider the recommendation of the certified hearing examiner and the record in the matter of HCDE v. Donna R. Jones, TEA Docket No. 062-LH-04-2020; if Ms. Jones requests that the hearing take place in open session, the Board will conduct the consideration and oral argument in open session; otherwise, the hearing may be held in executive session.
 - B. 551.071 – Consultation with legal counsel regarding consideration of the recommendation of the certified hearing examiner and the record in the matter of HCDE v. Donna R. Jones, TEA Docket No. 062-LH-04-2020.
 - C. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of HCDE employees.

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

- A. Consider possible action on the recommendation of the certified hearing examiner and the record in the matter of HCDE v. Donna R. Jones, TEA Docket No. 062-LH-04-2020.

10. **Discussion and possible action regarding future agenda items**

11. **INFORMATION ITEMS**

- A. **Human Resources Information Items**
- B. **Employee Count**
- C. **Education Foundation of Harris County Periodic Report: Partners in Education Project**
- D. **Update on submission of Truth in Taxation Calculations for 2020 No-New-Revenue Tax Rate (NNR) (.004745)** per \$100 assessed property value, and the Voter-Approval Rate (VAR) (0.005135) per \$100 assessed property value.
- E. **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
HGACBUY purchasing cooperative	\$600.00	Vehicle Purchase fee (1)

This is a presentation only; no action is necessary.

(1) Lake Country Chevrolet two (2) 2020 Chevrolet Suburban purchased

- F. **Acceptance of grant award from Education Foundation of Harris County for CASE for Kids to implement the All-Earth Ecobot Challenge in the amount of \$5,000.00.**
- G. **Submission of grant proposal to Texas Education Agency in the amount of \$1.5 million** to support CASE for Kids' 21st Century Community Learning Centers Cycle 10 Year 3 continuation application. Requested funds will provide academic and enrichment services for 975 students and 400 family members.
- H. **Submission of grant proposal to Texas Education Agency in the amount of \$1.8 million to support CASE for Kids' 21st Century Community Learning Centers Cycle 9 Year 5** continuation application. Requested funds will provide academic and enrichment services for 820 students and 400 family members.

- I. **Submission of grant proposal in the amount of \$5,000 to the Elkins Foundation via the Education Foundation** of Harris County to support CASE for Kids' CASE Debates project, which provides competitive debate opportunities for 300 high school students in the Harris County area.
12. **ADJOURN** - Next regular meeting is scheduled for Wednesday, September 16, 2020, at 1:00 p.m.

A handwritten signature in blue ink, reading "James Colbert, Jr.", with a stylized flourish at the end.

James Colbert, Jr.
County School Superintendent

Regular Board Meeting**5.D.****Meeting Date:** August 19, 2020**Title:** Monthly Financial Statements**Submitted For:** Jesus Amezcua, Business Office**Submitted By:** Stephanie Ritchie**Additional Resource** Stephanie Barnett**Personnel:**

Information**Posted Agenda Item:****Monthly Financial Reports through 07/31/2020-** Jesus Amezcua, Assistant Superintendent for Business Services**Subject:**

Financial Reports for August 2020 as of July 31, 2020

Rationale:

Presentation of Monthly Financial Reports

Attachments*No file(s) attached.*

Form Review**Inbox**

Assistant Superintendent - Business

Form Started By: Stephanie Ritchie

Final Approval Date: 07/28/2020

Reviewed By

Jesus Amezcua

Date

07/28/2020 11:09 AM

Started On: 07/27/2020 10:17 AM

Regular Board Meeting**6.A.1.****Meeting Date:** August 19, 2020**Title:** July Disbursement Report**Submitted For:** Jesus Amezcua, Business Office**Submitted By:** Stephanie Ritchie**Additional Resource** Stephanie Barnett**Personnel:**

Information**Posted Agenda Item:**

Monthly Disbursement Report

Subject:

July Disbursement Report

Rationale:

July Disbursement Report

Attachments*No file(s) attached.*

Form Review**Inbox**

Assistant Superintendent - Business

Form Started By: Stephanie Ritchie

Final Approval Date: 07/28/2020

Reviewed By

Jesus Amezcua

Date

07/28/2020 11:09 AM

Started On: 07/27/2020 10:20 AM

Regular Board Meeting**6.A.2.****Meeting Date:** August 19, 2020**Title:** Budget Amendment Report**Submitted For:** Jesus Amezcua, Business Office**Submitted By:** Stephanie Ritchie**Additional Resource** Stephanie Barnett**Personnel:**

Information**Posted Agenda Item:**

Monthly Budget Amendment Report

Subject:

Budget Amendment Report for August 2020

Rationale:

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

Attachments*No file(s) attached.*

Form Review**Inbox**

Assistant Superintendent - Business

Form Started By: Stephanie Ritchie

Final Approval Date: 07/28/2020

Reviewed By

Jesus Amezcua

Date

07/28/2020 11:07 AM

Started On: 07/20/2020 10:08 AM

Regular Board Meeting**6.A.3.****Meeting Date:** August 19, 2020**Title:** Approval of Investment Report**Submitted For:** Jesus Amezcua, Business Office**Submitted By:** Stephanie Ritchie**Additional Resource** Stephanie Barnett**Personnel:**

Information**Posted Agenda Item:**

Monthly Investment Report for July 2020

Subject:

Consider approval of Investment report dated July 2020

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 2020.

Attachments*No file(s) attached.*

Form Review**Inbox**

Assistant Superintendent - Business

Form Started By: Stephanie Ritchie

Final Approval Date: 07/28/2020

Reviewed By

Jesus Amezcua

Date

07/28/2020 11:07 AM

Started On: 07/20/2020 10:10 AM

Regular Board Meeting**6.A.4.****Meeting Date:** August 19, 2020**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:** Dr. Jesus J. Amezcua, Asst Supt for Business; Stephanie Barnett, Chief Accounting Office**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. (This is an annual requirement to project our end of the year fund balance to meet GASB accounting standards. Once the audit is completed, the final fund balances will be reported at the January Board Meeting).

Subject:**Estimated Fund Balance Reserves under GASB.****Rationale:**

Approval of the estimated General Fund balance categories for fiscal year ending August 31, 2020 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 2021 board meeting once the Comprehensive Annual Financial Report (CAFR) has been audited.

Fiscal Impact**Attachments**

8.31.20 General Fund Projected Fund Balances
7134

Form Review**Inbox**

Assistant Superintendent - Business
Form Started By: Jaime Martinez
Final Approval Date: 07/25/2020

Reviewed By

Jesus Amezcua

Date

07/25/2020 10:38 AM

Started On: 07/21/2020 11:24 AM

GENERAL FUND

Fund Balance at August 31, 2020

PROJECTED

GASB #54

Non-Spendable Fund Balance

1990-34110000	Investment in Inventory
1990-34120000	Deferred Expenditures
Total Non-Spendable Fund Balance	
<u>Committed Fund Balance</u>	

1990-35250003	Retirement Leave
1990-35250004	Unemployment Liability
1990-35250006	Capital Projects
Total Committed Fund Balance	
<u>Assigned Fund Balance</u>	

1990-35450015	Bldg & Veh Replacement Acquisition
1990-35450016	Asset Replacement & Acquisition
1990-35450018	Local Construction
1990-35450013	QZAB Payment
1990-35450014	PFC Lease Payment
1990-35450021	Recovery High School
1990-35450022	Workforce Development
1990-35450023	Software and program development
1990-35450020	New Program Initiative
Total Assigned Fund Balance	

Total Other Reserves & Inventory:

1990-36110000	<u>Unassigned Fund Balance</u>
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Grand Total General Fund:

Current FY 2018-19 BALANCE 8/31	Recommended Redistribution	Projected FY 2019-20 BALANCE 8/31/20
131,949	(15,240)	147,189
37,856	37,856	0
169,805	22,616	147,189
500,000	0	500,000
200,000	0	200,000
1,314,976	1,314,976	0
2,014,976	1,314,976	700,000
1,000,000	0	1,000,000
1,000,000	0	1,000,000
2,500,000	0	2,500,000
691,129	0	691,129
2,458,268	0	2,458,268
0	0	0
1,000,000	0	1,000,000
0	0	0
850,000	0	850,000
9,499,397	0	9,499,397
11,684,178	1,337,592	10,346,586
20,930,179	4,113,338	16,816,841
32,614,357	5,450,930	27,163,427

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 19th day of August 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, 2020 General Fund committed fund balance.

BE IT RESOLVED, the Department commits \$700,000 which includes \$500,000 for Retirement Leave and \$200,000 for Unemployment Liability.

Eric Dick, President

*Harris County Department of Education
Board of Trustees*

Attest:

James Colbert Jr., Secretary

*Harris County Department of Education
Board of Trustees*

**Harris County Department of Education
Minutes of Special Called Board Meeting and Budget Workshop
July 07, 2020 at 11 a.m. via videoconference**

The Harris County Board of School Trustees met in a special called board meeting and budget workshop on July 07, 2020 via videoconference.

Eric Dick, Board President, called the meeting to order at 11:03 a.m. and declared a quorum present, that the meeting was duly called, and that notice of the meeting was posted in accordance with the Texas Open Meetings Act, Gov't. Code §551.125 and §551.045 and Governor Abbott's temporary suspension of a number of open meetings laws in response to COVID-19.

Board Members Present:	Eric Dick, Board President; Danny Norris, Board Vice President; Richard Cantu; Andrea Duhon; Amy Hinojosa; Don Sumners, Mike Wolfe
Board Members Absent:	None
Board Attorney:	Sarah Langlois
Administration:	James Colbert, Jr., County School Superintendent; Danielle Bartz, Chief of Staff; Johnathan Parker, Assistant Superintendent for Academic Support Services; Jesus Amezcua, Assistant Superintendent Business Services; Stephanie Barnett, Business Services; Danielle Clark, Chief Communications Officer; Stephanie De Los Santos, Director of Client Engagement Melissa Godbout, Board Secretary; Jaime Martinez, Business Services; C.J. Rogers, Assistant Superintendent for Education and Enrichment; Natasha Truitt, Executive Director of Human Resources; Rich Vela, Executive Director of Facilities

1. Call to Order
2. Consideration and Approval of an Order Authorizing the Execution and Delivery of the Lease Revenue Bonds, Series 2016 Second Supplemental Trust Indenture; and Approving Other Matters Incident and Relating Thereto.

Trustee Sumners joined the videoconference at 11:08 a.m.

Motion made by Mike Wolfe, seconded by Danny Norris to approve an Order Authorizing the Execution and Delivery of the Lease Revenue Bonds, Series 2016 Second Supplemental Trust Indenture; and Approving Other Matters Incident and Relating Thereto.

Motion passes with 7-0 voting to approve.

3. Budget Workshop to review the Proposed Annual Budget FY 20-21

The Proposed Annual Budget FY 20-21 was reviewed. No action was taken on this item.

4. Adjournment

Motion made by Don Sumners, seconded by Mike Wolfe to adjourn the meeting.

Motion passes with 7-0 voting to adjourn.

The meeting adjourned at 12:45 p.m.

Board President

Board Secretary

**Harris County Department of Education
Minutes of Regular Board Meeting
July 15, 2020**

The Harris County Board of School Trustees met in a regular board meeting on July 15, 2020 via video conference. Eric Dick, Board President, called the meeting to order at 1:02 p.m. and declared a quorum present, that the meeting was duly called, and that notice of the meeting was posted in accordance with the Texas Open Meetings Act, Gov't. Code §551.041 and §551.051.

Board Members Present: Eric Dick, Board President; Danny Norris, Board Vice President; Richard Cantu; Andrea Duhon; Don Sumners; Mike Wolfe; Amy Hinojosa

Board Members Absent: None

Board Attorney: Sarah Langlois

Administration: James Colbert, Jr., County School Superintendent; Jesus Amezcua, CPA, Assistant Superintendent for Business Services; and Jonathan Parker, Assistant Superintendent for Academic Support

Julia Andrews, Director Safe and Secure Schools; Lowell Ballard, Director Technology; Stephanie Barnett, Business Services; Danielle Bartz, Chief of Staff; Darlene Breaux, Director Research and Evaluation; Danielle Clark, Chief Communications Officer; Lisa Caruthers, Director Center for Afterschool Summer and Enrichment; Marion Cooksey, Principal of Highpoint School East; Carie Crabb, Director School-Based Therapy; Jeff Drury, Director Choice Partners; Melissa Godbout, Executive Assistant to Board of Trustees; Frances Hester, Director Teaching and Learning Center; Donna Jones, Principal of AB School East; Victor Keys, Principal of AB School West; Anthony Mays, Director of Schools; Bill Monroe, Director Purchasing; Anthony Moten, Principal of Fortis Academy; C.J. Rogers, Assistant Superintendent for Education and Enrichment; Venetia Peacock, Director of Head Start; Natasha Truitt, Executive Director Human Resources; Richard Vela, Senior Director Facilities

1. **Invocation** - Richard Cantu, Board Trustee
2. **Pledge of Allegiance to the US flag** - Andrea Duhon, Board Trustee

3. **Pledge of Allegiance to the Texas flag** - Andrea Duhon, Board Trustee
4. **PUBLIC HEARING** for the purpose of considering the proposed HCDE fiscal year 2021 budget – Members of the public may either submit written comments regarding the proposed HCDE fiscal year 2021 budget to the Board via email prior to the beginning of the meeting addressed to publiccomment@hcde-texas.org, which will be provided to the Board, or may speak live during the video conference public hearing portion of the meeting. If a member of the public desires to speak live, the individual must provide HCDE with written notice of the individual's intent to do speak live at the public hearing by emailing publiccomment@hcde-texas.org no later than 5 p.m. on July 14, 2020; members of the public who have provided HCDE with prior written notice of their intent to speak live during the public hearing will have their names called during the public hearing and will be provided with a maximum of 5 minutes to provide their comments.

Dr. Amezcua gave an overview of the FY 2021 budget. Eric Dick opened the hearing for public comment. Colleen Vera addressed the board, requesting that the board take into consideration that the board will be approving a higher tax rate and additional bond debt if it approves the budget as proposed. She requested that the board vote "no" on the budget and go back and make cuts this year while taking into consideration how tax payers have been affected by COVID-19.

5. **Public Comment** - In lieu of a public appearance at the Board Meeting, members of the public may submit written comments to the Board via email prior to the beginning of the meeting addressed to publiccomment@hcde-texas.org, which will be provided to the Board. In your email, please state your name, address, topic, and comment.

No public comment emails were received.

6. **Reports and presentations:**

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

Superintendent Colbert stated that he had three items to report this month. He recognized and thanked the board members for their participation in the budget process this year and stated that administration was grateful. He advised that HCDE has had over 30 meetings concerning the budget and recognized Dr. Jesus Amezcua and his team for the work they put in. He stated that he is happy with the budget and believes it is fiscally responsible and it has and will continue to impact our community. He stated that he hopes the board will approve the budget so other things that have been neglected for

some time can be brought up to speed. Mr. Colbert updated the board on the re-entry process into HCDE buildings. He stated that as of now, Harris County is in a bad place with COVID-19 and the situation has gotten worse. He stated that he is proud that HCDE has been able to be very responsive to its employees and other school districts that it serves. He recognized an attachment that was sent out to the board regarding efforts to keep those in the building safe when HCDE does open. He stated when the HCDE Administration building is reopened, it will be a "soft opening," where there will be shifts consisting of the 1st and 3rd floors returning to work on Tuesdays and Thursdays and working from home the rest of the week, and 2nd and 4th floors reporting to work on Mondays and Wednesdays. He stated that other buildings and campuses will have similar schedules to bring down the scope of people facilitating the building. He stated that every morning when employees will be preparing to go to work, they will receive a text message where they will need to answer specific questions before receiving a green light certifying they are okay to go to work for that day and time. In addition, they will be stations with plexiglass once entering the building and will have their temperatures taken, which will be sent to their supervisor via an app and they will determine that the employee is able to work that day. He stated that there are signs in the buildings telling employees where they need to go to get scanned in, sneeze guards at reception desks, sanitation stations, and designated spots to stand on the elevator. He stated he believes that HCDE has gone above and beyond to ensure the safety of employees and visitors entering the building. He further stated that HCDE is being pressured to open Head Start centers on August 20th and be ready to serve other school districts. He recognized that Mr. Parker and Dr. Mays have done an excellent job coming up with several external models to be able to serve students and districts. He stated that many school districts are going to be using a hybrid model, and others are prepared to work completely remotely. He stated that HCDE therapists are seeking professional development in order to meet the needs of those special needs students remotely. He stated that all HCDE staff have been receptive in order to be an asset to the districts HCDE serves. Mr. Colbert stated that a few months ago the board had approved to send money to the Education Foundation to support school districts with grants, scholarships and sponsorships. He stated that HCDE needs to lean heavily on the grants due to COVID-19 and HCDE has contacted every school district in the county to encourage them to apply for the grant. He stated that 53 applications have been submitted by 17 school districts so far, to a sum total of over \$600,000. He gave an overview of some things that are being requested by school districts, such as iPads and hotspots, tourniquet kits for school resource officers, PPE kits, instructional supplies, student supplies and thermometers. He stated the Foundation is beginning its process to determine awards. He stated that Ms. Bartz will be coming up with possibly a certificate to present to

the board to send out to the selected districts congratulating them if they have received the grant.

B. Report of the Board Feasibility Subcommittee - Richard Cantu

Richard Cantu stated that the committee met on June 22nd for two hours. He stated they discussed the capital improvement projects being considered in this budget and regarding the plans for new construction and improvements needed. He advised that the plans have been built into the budget presentation.

C. 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.

Danny Norris thanked everyone for their participation in the budget process. He noted that the Harris County Commissioners Court conducted a study and noted that of all the contracts awarded, 50 cents of every hundred dollars was allocated toward African-American-owned entities. He stated that he made some inquiries with Superintendent Colbert to see how the HCDE process was done concerning taking into account HUB/MWBE status and what the numbers are. He stated that he wants to make sure the HCDE process allows room for minority and women-owned businesses. He stated that he would like to discuss this further with Dr. Amezcua and Superintendent Colbert.

Eric Dick requested further information about protocols concerning HCDE's process of awarding contracts and taking HUB/MWBE status into account.

D. Monthly Financial Reports through 06/30/2020- Jesus Amezcua, Assistant Superintendent for Business Services

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

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

7. ACTION ITEMS – CONSENSUS

A. Consider approval of the following Business Services items:

1. Monthly Disbursement Report

2. Monthly Budget Amendment Report
 3. Monthly Investment Report for June 2020
- B. Consider approval of the following Board Meeting Minutes:
1. 6-17-2020 Regular Board Meeting
 2. 6-17-2020 Policy Committee Meeting
 3. 6-22-2020 Feasibility Committee Meeting
 4. 6-26-2020 Budget Workshop
- C. Consider approval of the following Grant Requests:
1. **Consider approval to submit a grant request for Disaster Relief Funds in the amount of \$60,875 to the U.S. Department of Health and Human Services (HHS) Office of Head Start (OHS),** to complete facility assessments at six HCDE Head Start campuses and four partnerships sites.
 2. **Consider acceptance of the Notice of Award for Early Head Start Child Care Partnerships (EHS-CCP) 06HP000311-01-01** from the Department of Health and Human Services (HHS) Administration for Children and Families (AFC) in the amount of \$87,881 for one-time funds under Common Accounting Number 0900 to prevent, prepare for and respond to coronavirus disease 2019 (COVID-19).
 3. **Consider approval to submit a \$440,000 partial waiver request** (of the required non-federal share) to the U.S. Department of Health and Human Services (HHS) Office of Head Start (OHS), for Early Head Start Expansion and Early Head Start - Child Care Partnership programs in fiscal year 2019-2020.
- D. Consider ratification/approval of the following Interlocal Contracts:
1. **Consider approval of the first addendum to the (revenue) contract for FY20 for School-Based Therapy Services** with the Houston Independent School District to extend the terms of the contract from June 30, 2020 to July 30, 2020 . (The aggregate total amount of the contract is \$2,374,350. 1,964 students were served in FY19).

2. **Consider approval of Addendum #1 to Interlocal (revenue) contract between Academic and Behavior School East and Houston ISD** to increase the aggregate amount from \$309,075 to \$351,299 (an increase of \$42,224) for eight (8) additional units for FY 2020 Extended School Year Services (ESY) Summer School (in-county \$5,278) for the time period of 06/9/2020 through 07/16/2020.
 3. **Consider approval of Addendum #1 to Interlocal (revenue) contract between Academic and Behavior School West and Houston ISD** to increase the aggregate amount from \$309,075 to \$340,743 (an increase of \$31,668) for six (6) additional units for FY 2020 Extended School Year Services (ESY) Summer School (in-county \$5,278) for the time period of 06/9/2020 through 07/16/2020.
 4. **Interlocal (revenue) and Addendum contract for ESY FY 2020 in the aggregate amount of \$105,560 with Academic and Behavior School West with the following district:** Alief ISD for twenty (20) in-county Extended School Year (ESY-Summer School) contracts in the amount of \$105,560 (\$5,278 each) for the time period of 06/9/2020 through 07/16/2020.
 5. **Consider approval of Interlocal (revenue) contract for FY 2021 for School-Based Therapy Services** in the aggregate amount of \$53,502.00 with School-Based Therapy Services and Pearland ISD (55 students served in FY19) in the amount of \$53,502.00.
 6. **Consider approval of Interlocal (revenue) contract for FY 2021 in the aggregate amount of \$90,441 with Highpoint School East with the following district:** Deer Park ISD for nine (9) in-county annual contracts in the amount of \$90,441 (\$10,049 each) for the contract period of 8/24/20 through 06/03/21.
 7. **Consider approval of Interlocal (revenue) contract for FY 2021 in the aggregate amount of \$380,634 with Academic and Behavior School East with the following district:** Goose Creek Consolidated ISD for fifteen (15) in-county annual contracts in the amount of \$309,075 (\$20,605 each); Splendora ISD for three (3) out of-county annual contracts in the amount of \$71,559 (\$23,853 each) for the contract period of 8/24/20 through 06/03/21.
- E. Consider approval of the following items for the HCDE Choice Partners Cooperative:

1. **Contract award for job no. 20/032KN for Instructional Resources, Textbooks & Related Items with the following vendors:** ABDO Publishing Company dba ABDO-Spotlight-Magic Wagon (#20/032KN-01); Barnes & Noble Booksellers, Inc. (#20/032KN-02); Benchmark Education Company, Inc. (#20/032KN-03); Beyond Play, LLC (#20/032KN-04); Benedict Mondloch dba CBM, LLC dba Cherry Lake Publishing & Sleeping Bear Press (#20/032KN-05); Children's Plus, Inc. (#20/032KN-06); Complete Book and Media Supply, LLC (#20/032KN-07); Express Booksellers, LLC dba Express Booksellers (#20/032KN-08); Garrett Operating Company, LLC dba Garrett Book Company (#20/032KN-09); Hipeware Labs, Inc. (#20/032KN-10); Houston A+ Challenge (#20/032KN-11); MT Library Services, Inc. dba Junior Library Guild (#20/032KN-12); KAMICO Instructional Media, Inc. (#20/032KN-13); Peoples Education, Inc. dba Mastery Education (#20/032KN-14); Newsela (#20/032KN-15); ORIGO Education (#20/032KN-16); Hertzberg-New Method, Inc. dba Perma-Bound Books (#20/032KN-17); Propel Education Strategies dba Applied Practice (#20/032KN-18); Reading Plus, LLC (#20/032KN-19); Rethink Autism (#20/032KN-20); Leticia Smith dba Risas y Sonrisas, LLC (#20/032KN-21); Scholastic, Inc. (#20/032KN-22); Superior Text (#20/032KN-23); UTJ Holdco, Inc. dba Teaching Strategies, LLC (#20/032KN-24); Waterford Institute dba Waterford Research Institute (#20/032KN-25); X-CAL Corp (#20/032KN-26), and Youthlight, Inc. (#20/032KN-27) for the period 07/15/2020 through 07/14/2021.
2. **Contract award for job no. 20/040TP Frozen and Chilled Beverages with the following vendors:** Barfresh Corporation, Inc. (20/40TP-01), Smart Beverage Inc dba Thirsty Coconut (20/40TP-02), and Trident Beverage, Inc. (20/40TP-03) for the period of 08/01/2020 through 07/31/2021.
3. **Contract renewal for job no. 19/032TJ Produce and Other Specialty Products with the following vendors:** Brothers Produce, Inc. (#19/032TJ-01) and Hardie's Fruit and Vegetable Co. Houston, LP dba Hardie's Fresh Foods (#19/032TJ-03) for the period of 08/01/2020 through 07/31/2021.
4. **Contract renewal for job no. 19/039TJ for Food Equipment, Parts, Repair, Installation, Maintenance, Small Wares, and Related Items and Service with the following vendors:** 1st Choice Restaurant Equipment & Supply, LLC (#19/039TJ-01); Ace Mart Restaurant Supply Company (#19/039TJ-02); American Vending Sales, Inc dba AVS Companies (#19/039TJ-03); Ta Hing Corporation dba Budget Restaurant Supply (#19/039TJ-04); Greenwich Inc dba Commercial Kitchen Parts and Service (#19/039TJ-05); Coolers Inc. (#19/039TJ-06); Heritage Food Service Group, LLC (#19/039TJ-07); ITW Food Equipment Group, LLC dba Hobart Service (#19/039TJ-08); Innoseal Systems Inc (#19/039TJ-09); Strategic Equipment, LLC dba ISI Commercial Refrigeration, LLC (#19/039TJ-10); Tari,

Inc. dba Jeans Restaurant Supply (#19/039TJ-11); Terry Woodard Enterprises, LLC dba Kommercial Kitchens (#19/039TJ-13); Liber Industrial LLC dba Liber Holdings (#19/039TJ-14); Pasco Brokerage Inc. (#19/039TJ-15) Refrigeration Technologies, LLC (19/039TJ-16); Jennifer Chapman dba School Food Service Innovations, LLC (19/039TJ-17); Crazy Cousins, Inc. dba Shepherd Food Equipment, Crazy Stainless and SFE Service (19/039TJ-18); and The Edu-Source Corporation (19/039TJ-19) for the period 08/01/2020 through 07/31/2021.

5. **Contract renewal option for job no. 19/051TP Frozen Dessert Products with the following vendors:** BlueBonnet DSD Irving, Inc. dba BlueBonnet Ice Cream (19/051TP-01), Dippin' Dots (19/051TP-02), and Southern Ice Cream (19/051TP-03) for the period of 08/21/2020 through 08/20/2021.

6. **HCDE Interlocal Agreements with:** Victoria ISD, Victoria, Texas; Natalia ISD, Natalia, Texas; NationSync Community Development Corporation, Houston, Texas; The Clariden School, Southlake, Texas; Liberty Elementary School District, Buckeye, Arizona; Peoria Unified School District #11, Glendale, Arizona; Maury County Emergency Communications District, Columbia, Tennessee; Atlanta Independent School System (Signature Only), Atlanta, Georgia, and Pinal County Government, Florence, Arizona.

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

1. **Contract renewal options for job no. 16/047YR for Head Start Trainers and Consultants for Harris County Department of Education with the following vendors:** Lakeshore Learning Materials and Dorsey & Company for the period of 07/26/2020 through 07/25/2021.
2. **Contract renewal for job no. 19/013IA-2 for CASE for Kids After School and Summer Direct Service Providers to the proposers offering the best value to HCDE and meeting the specifications outlined in the RFP:** Dance Houston; Girls on the Run Greater Houston; Houston E.A. Foundation; Safe Place Outreach; Sisters Empowering S.I.S.T.A.S., Inc.; Solel International; Visual Arts Productions; Writers in the Schools; Yawp Records LLC and Young Audiences of Houston (Young Audiences, Inc. of Houston) for the period of 08/1/2020 through 07/31/2021.
3. **Contract award for job no. 20/044KJ for Workers' Compensation Insurance for HCDE to the proposer offering the best value to HCDE and meeting the specifications outlined in the proposal:** TASB Risk Management Fund (fully insured product) for the period of 09/01/2020 through 08/31/2021

and contract with TASB Risk Management Fund for the period of 09/01/2020 through 08/31/2021 in the amount of \$373,525.

4. **Contract renewal option for job no. 16/026YR for Local Food and Catering Services with the following vendor:** The French Corner Catering Company for the period of 07/26/2020 through 07/25/2021.
5. **Contract renewal options for job no. 18/049YR for CASE for Kids After School and Summer Direct Service Providers with the following vendors:** Alliance Financial Ministries, Inc.; Animation Station Inc, dba American Robotics Academy; Baker Ripley; Color of Life Community Resource & Activity Center; Houston Healthy Hip Hop; Jump Bunch; Little Scientist, Inc. dba Mad Science of Houston; Nutty Scientist of Houston; STEM Urban Perspective; Teen Truth, LLC; Writers in the Schools; Young Picassos; and Zenith Learning for the period of 08/15/2020 through 08/14/2021.
6. **Contract renewal options for job no. 16/047YR-1 for Head Start Trainers and Consultants for HCDE with the following vendors:** Teachstone Training, LLC for the period of 08/16/2020 through 08/15/2021.

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

- A. **Consider approval of the job order contracting method of procurement and approval of job order contract for the removal and replacement of the HVAC system at Fortis Academy,** with ERC Environmental & Construction Services, Inc.(Choice Partners RFP #15/041JN-06) for the total amount of \$160,781.54 (Funded from FY 19-20 Construction Funds).

Motion made by Andrea Duhon, seconded by Danny Norris to approve the job order contracting method of procurement and approval of job order contract for the removal and replacement of the HVAC system at Fortis Academy, with ERC Environmental & Construction Services, Inc.(Choice Partners RFP #15/041JN-06) for the total amount of \$160,781.54 (Funded from FY 19-20 Construction Funds).

Motion passes with 7-0 voting to approve.

- B. **Consider adoption of the Harris County Department of Education FY 2020-2021 Proposed Annual Budget totaling \$174,490,972;** \$69,073,522 for the General Fund, \$36,444,267 for the Special Revenue Fund, \$6,169,043 for the Debt Service Fund, \$50,946,770 for the Capital Projects Fund, \$6,128,990 for the Internal Service Fund,\$5,728,380 for the

Enterprise Fund. The adoption of this budget also incorporates the 2020-2021 proposed salary increases and schedules.

Motion made by Andrea Duhon, seconded by Danny Norris to adopt the Harris County Department of Education FY 2020-2021 Proposed Annual Budget totaling \$174,490,972; \$69,073,522 for the General Fund, \$36,444,267 for the Special Revenue Fund, \$6,169,043 for the Debt Service Fund, \$50,946,770 for the Capital Projects Fund, \$6,128,990 for the Internal Service Fund, \$5,728,380 for the Enterprise Fund. The adoption of this budget also incorporates the 2020-2021 proposed salary increases and schedules.

Motion passes with 5-0-2 voting to adopt, with Mike Wolfe and Don Sumners abstaining.

- C. **Consider approval to increase the allowable maximum contract amount under CH Local FY 2020** for Karczewski, Bradshaw, Spalding, Nichols, Lamp, Langlois (original \$300,000), requesting new total of \$440,000 (increase of \$140,000), for legal fees (Estimated amount is needed to complete the fiscal year through August 31, 2020).

Motion made by Danny Norris, seconded by Andrea Duhon to approve to increase the allowable maximum contract amount under CH Local FY 2020 for Karczewski, Bradshaw, Spalding, Nichols, Lamp, Langlois (original \$300,000), requesting new total of \$440,000 (increase of \$140,000), for legal fees (Estimated amount is needed to complete the fiscal year through August 31, 2020).

Motion passes with 7-0 voting to approve.

The board entered into Closed Session at 2:17 p.m.

9. **EXECUTIVE SESSION** Under the Texas Government Code pursuant to any and all purposes permitted by Sections 551.001-551.084, including, but not limited to: 551.071; 551.074
- A. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of HCDE employees.
- B. Deliberate the appointment, evaluation, reassignment, duties, and/or discipline of a public officer, Trustee Don Sumners, and obtain legal advice regarding same.

The board entered into Open Session at 2:55 p.m.

10. **RECONVENE** for possible action on items discussed in executive session
- A. Action, if any, regarding the appointment, evaluation, reassignment, duties, and/or discipline of Trustee Don Sumners.

No action taken.

11. **INFORMATION ITEMS**

- A. **Human Resources Information Items**
- B. **Employee Count**
- C. **Submission of bid proposal to Aldine ISD for the Teaching and Learning Center** and the Center for Safe and Secure Schools to provide professional and consulting services to the district.
- D. **Submission of proposal request totaling \$8,028,987.98 to the U.S. Department of Education Teacher and School Leader Incentive Grant Program** to implement the three-year Creating Opportunities to Reimagine Education in Urban Public Schools (CORE UPS) Fellowship Program in collaboration with Alief and Aldine ISDs.
- E. **Submission of grant proposal to NWEA Educators for Equity Grant via Education Foundation** of Harris County in the amount of \$9,935.50 to support CASE for Kids' CASE Debates program, which provides competitive debate opportunities for 300 high school students in the Harris County area.
- F. **Submission of bid proposal to Lamar Consolidated ISD for professional development services and materials.** The proposed bid will allow HCDE to offer services for Lamar CISD teachers and staff in academic subjects, special populations, digital education, school leadership and Restorative Practices.
- G. **Submission of bid renewal to Houston ISD for professional development services.** The bid will allow HCDE to continue offering services to Houston ISD for teachers and staff in academic subjects, special populations, digital education and Restorative Practices.
- H. **Submission of bid renewal to Pasadena ISD for professional development services.** The bid will allow HCDE to continue offering services to Pasadena ISD for teachers and staff in academic subjects, special populations, digital education and Restorative Practices.

I. Revenue contracts less than \$50,000 (Cumulative total \$374,542)

- Between Schools Division and Galena Park ISD, Student contracts, \$6,250
- Between Schools Division and KIPP, Inc., Student contracts, \$40,196
- Between Schools Division and Waller ISD, Student contracts, \$47,706
- Between Schools Division and Brenham ISD, Student contracts, \$47,706
- Between Schools Division and Friendswood ISD, Student contracts, \$23,853
- Between Schools Division and Shepherd ISD, Student contracts, \$23,853
- Between Schools Division and Sealy ISD, Student contracts, \$5,583
- Between Schools Division and Brenham ISD, Student contracts, \$11,166
- Between Schools Division and Splendora ISD, Student contracts, \$5,583
- Between Therapy Services and Deer Park ISD, Student therapy, \$35,668
- Between Therapy Services and Sam Houston State University, Therapy services, \$7,304
- Between Therapy Services and The Varnette Public School, Student therapy, \$2,892
- Between Therapy Services and Royal ISD, Student therapy, \$12,768
- Between Therapy Services and KIPP, Inc. Student therapy, \$39,320
- Between Therapy Services and Angleton ISD, Student therapy, \$42,560
- Between Therapy Services and Anahuac, Student therapy, \$6,384
- Between Teaching Learning Center and Goose Creek ISD, TEKS Training, \$1,250
- Between Teaching Learning Center and Sheldon ISD, ELAR TEKS, \$6,000
- Between Teaching Learning Center and Dayton ISD, New TEKS, \$4,500
- Between Teaching Learning Center and Lamar CISD, Staff Development, \$4,000

J. CASE NOGA awards (expenditure) to implement the CASE for Kids City Connections for FY 19 - 20 with the following entities:

- Etiole, \$2,500
- Jazz Houston, 5,000

- The Chauncy Glover Project District D, \$2,500
- Jazz Houston, District K, \$5,000
- Houston Area Urban League District D, \$2,500
- Houston Area Urban League District K, \$5,000
- Bridging The Digital Divide District D, \$6,000
- Bridging The Digital Divide District J, \$6,000
- K Mejia Community Association, \$5,000
- Greater Emmanuel Family Worship Center, \$5,000
- YWCA, \$2,500

K. **Non-monetary contracts for FY 2020**

- Between School-Based Therapy Services and University of Texas at San Antonio, Educational and Therapy Services

L. **Expenditure Interlocal contracts less than \$50,000**

- Between CASE and Galena Park ISD, CASE Debate, \$4,000
- Between CASE and Spring Branch ISD, CASE Debate, \$8,000
- Between CASE and YES Prep Brays Oak, CASE Debate, \$4,202.00
- Between CASE and YES Prep North Central, CASE Debate, \$4,000

12. **ADJOURN** - Next regular meeting is scheduled for Wednesday, August 19, 2020 at 1:00 p.m.

Motion made by Danny Norris, seconded by Andrea Duhon to adjourn the meeting.

Motion passes with 7-0 voting to adjourn.

The meeting adjourned at 2:56 p.m.

Board President

Board Secretary

Regular Board Meeting**6.C.1.****Meeting Date:** August 19, 2020**Title:** Notice of Award - HCDE-Head Start 01/01/2020-06/30/2020**Submitted For:** Venetia Peacock, Head Start**Submitted By:** Sharon McBride**Recommended Action:** Accept**HCDE Goal(s):**
1. Impact education/respond to evolving needs
2. Deliver value responsibly
5. Recruit high-quality professionals**Additional Resource Personnel:** Jonathan Parker, Venetia Peacock, Dr. Jesus Amezcua, Bill Monroe, Kendra Jackson**Facilities/Technology Approval Needed?:**

Information**Posted Agenda Item:**

Consider acceptance of the Notice of Award (NOA) from the Department of Health and Human Services (HHS) Administration for Children and Families (ACF) for the Head Start Division in the amount of \$116,717.00 for the period of 01/01/2020 through 06/30/2020.

Subject:

Notice of Award in the amount of \$116,717.00 - HCDE-Head Start Budget Period 01/01/2020-06/30/2020.

Rationale:

This grant action awards a cost-of-living adjustment increase for the Head Start program for Fiscal Year 2020 thru the end of your project period. It approves a non-federal match waiver for the federal funds awarded for cost-of living adjustment.

Fiscal Impact**Attachments**

NOA.HCDEHS.COLA

Form Review**Inbox**

Head Start
Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Sharon McBride
Final Approval Date: 07/29/2020

Reviewed By

Venetia Peacock
Kendra Jackson
Bill Monroe
Jesus Amezcua

Date

07/29/2020 09:59 AM
07/29/2020 12:50 PM
07/29/2020 02:06 PM
07/29/2020 06:45 PM
Started On: 07/27/2020 09:50 AM

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES
NOTICE OF AWARD**

SAI NUMBER:

PMS DOCUMENT NUMBER:

1. AWARDING OFFICE: Office of Head Start	2. ASSISTANCE TYPE: Discretionary Grant	3. AWARD NO.: 06CH7177-06-02	3a. AMEND. NO.: 2
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4. FAIN: 06CH7177

5. TYPE OF AWARD: Service	6. TYPE OF ACTION: Supplement & Revision	7. AWARD AUTHORITY: 42 USC 9801 ET SEQ.
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8. BUDGET PERIOD: 01/01/2020 THRU 06/30/2020	9. PROJECT PERIOD: 01/01/2015 THRU 06/30/2020	10. CFDA NO.: 93.600 - Head Start
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11. RECIPIENT ORGANIZATION: HARRIS COUNTY DEPARTMENT OF EDUCATION 6300 Irvington Blvd Houston, TX 77022-5618 Grantee Authorizing Official: Eric Dick , Board President	12. PROJECT / PROGRAM TITLE: Head Start
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13. COUNTY: Harris	14. CONGR. DIST: 29	15. PRINCIPAL INVESTIGATOR OR PROGRAM DIRECTOR: Venetia Peacock Senior Director of Head Start
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16. APPROVED BUDGET:		17. AWARD COMPUTATION:	
Personnel.....	\$ 3,611,384.00	A. NON-FEDERAL SHARE.....	\$ 1,473,882.00 19.69%
Fringe Benefits.....	\$ 891,373.00	B. FEDERAL SHARE.....	\$ 6,012,244.00 80.31%
Travel.....	\$ 14,684.00	18. FEDERAL SHARE COMPUTATION:	
Equipment.....	\$ 0.00	A. TOTAL FEDERAL SHARE.....	\$ 6,012,244.00
Supplies.....	\$ 110,608.00	B. UNOBLIGATED BALANCE FEDERAL SHARE.....	\$ 700.00
Contractual.....	\$ 180,646.00	C. FED. SHARE AWARDED THIS BUDGET PERIOD...\$	5,894,827.00
Facilities/Construction.....	\$ 0.00	19. AMOUNT AWARDED THIS ACTION:	\$ 116,717.00
Other.....	\$ 533,387.00	20. FEDERAL \$ AWARDED THIS PROJECT PERIOD:	\$ 67,753,725.00
Direct Costs.....	\$ 5,342,082.00	21. AUTHORIZED TREATMENT OF PROGRAM INCOME:	
Indirect Costs.....	\$ 670,162.00	Additional Costs	
In Kind Contributions.....	\$ 0.00	22. APPLICANT EIN:	23. PAYEE EIN:
Total Approved Budget.....	\$ 6,012,244.00	746001215	1746001215A1
		24. OBJECT CLASS:	
		41.51	

25. FINANCIAL INFORMATION:				DUNS 188326151
ORGN	DOCUMENT NO.	APPROPRIATION	CAN NO.	NEW AMT.
	06CH717706	75-20-1536	0-G064122	\$116,717.00
				UNOBLIG.
				NONFED %

26. REMARKS: (Continued on separate sheets)

27. SIGNATURE - ACF GRANTS OFFICER Ms. Jennifer M Curtiss 601 E. 12th St. Room 349 Kansas City, MO 64106-2808 Phone: N/A	ISSUE DATE: 06/24/2020	28. SIGNATURE(S) CERTIFYING FUND AVAILABILITY Mr. Omar Barrett 06/24/2020
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29. SIGNATURE AND TITLE - PROGRAM OFFICIAL(S) Mr. Kenneth Gilbert - Regional Program Manager	DATE: 06/24/2020
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**DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES
NOTICE OF AWARD**

SAI NUMBER:

PMS DOCUMENT NUMBER:

1. AWARDING OFFICE: Office of Head Start		2. ASSISTANCE TYPE: Discretionary Grant	3. AWARD NO.: 06CH7177-06-02	3a. AMEND. NO.: 2
4. FAIN: 06CH7177				
5. TYPE OF AWARD: Service		6. TYPE OF ACTION: Supplement & Revision	7. AWARD AUTHORITY: 42 USC 9801 ET SEQ.	
8. BUDGET PERIOD: 01/01/2020 THRU 06/30/2020	9. PROJECT PERIOD: 01/01/2015 THRU 06/30/2020	10. CFDA NO.: 93.600 - Head Start		
11. RECIPIENT ORGANIZATION: 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
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.

AWARD ATTACHMENTS

HARRIS COUNTY DEPARTMENT OF EDUCATION

06CH7177-06-02

1. Remarks

26. REMARKS (Continued from previous page)

This grant action awards cost-of-living adjustment increase for the Head Start program for Fiscal Year 2020 thru the end of your project period.

This grant action approves a non-federal match waiver for the federal funds awarded for cost-of-living adjustment.

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

Meeting Date:	August 19, 2020		
Title:	Notice of Award - HCDE-Head Start 07/01/2020-12/31/2020		
Submitted For:	Venetia Peacock, Head Start	Submitted By:	Sharon McBride
Recommended Action:	Accept	HCDE Goal(s):	1. Impact education/respond to evolving needs 2. Deliver value responsibly 5. Recruit high-quality professionals
Additional Resource Personnel:	Jonathan Parker, Venetia Peacock, Dr. Jesus Amezcua, Bill Monroe, Kendra Jackson	Facilities/Technology Approval Needed?:	

Information**Posted Agenda Item:**

Consider acceptance of the Notice of Award (NOA) from the Department of Health and Human Services (HHS) Administration for Children and Families (ACF) for the Head Start Division in the amount of \$252,018.00 for the period of 07/01/2020 through 12/31/2020.

Subject:

Notice of Award in the amount of \$252,018.00 - HCDE-Head Start Budget Period 07/01/2020-12/31/2020.

Rationale:

This action awards startup activities for the new EHS classrooms at the La Porte Head Start/Early Head Start Center located at 927 South 1st St., La Porte TX. 77571 and the Tidwell Head Start/ Early Head Start Center located at 8302 John Ralston Rd., Houston, TX. 77044.

Fiscal Impact**Attachments**

Notice of Award.Head Start

Form Review**Inbox**

Head Start
Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Sharon McBride
Final Approval Date: 07/28/2020

Reviewed By

Venetia Peacock
Kendra Jackson
Bill Monroe
Jesus Amezcua

Date

07/23/2020 05:00 PM
07/27/2020 06:58 AM
07/27/2020 12:55 PM
07/28/2020 11:07 AM
Started On: 07/23/2020 10:16 AM

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES
NOTICE OF AWARD**

SAI NUMBER:

PMS DOCUMENT NUMBER:

1. AWARDING OFFICE: Office of Head Start	2. ASSISTANCE TYPE: Discretionary Grant	3. AWARD NO.: 06CH011535-01-01	3a. AMEND. NO.: 1
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4. FAIN: 06CH011535

5. TYPE OF AWARD: Service	6. TYPE OF ACTION: Supplement & Revision	7. AWARD AUTHORITY: 42 USC 9801 ET SEQ
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8. BUDGET PERIOD: 07/01/2020 THRU 12/31/2020	9. PROJECT PERIOD: 07/01/2020 THRU 06/30/2025	10. CFDA NO.: 93.600 - Head Start
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11. RECIPIENT ORGANIZATION: HARRIS COUNTY DEPARTMENT OF EDUCATION 6300 Irvington Blvd Houston, TX 77022-5618 Grantee Authorizing Official: Eric Dick , Board President	12. PROJECT / PROGRAM TITLE: Head Start and Early Head Start
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13. COUNTY: Harris	14. CONGR. DIST: 29	15. PRINCIPAL INVESTIGATOR OR PROGRAM DIRECTOR: Venetia Peacock Senior Director of Head Start
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16. APPROVED BUDGET:		17. AWARD COMPUTATION:	
Personnel.....	\$ 3,818,767.00	A. NON-FEDERAL SHARE.....	\$ 1,502,914.00 19.35%
Fringe Benefits.....	\$ 736,306.00	B. FEDERAL SHARE.....	\$ 6,263,675.00 80.65%
Travel.....	\$ 19,148.00	18. FEDERAL SHARE COMPUTATION:	
Equipment.....	\$ 126,922.00	A. TOTAL FEDERAL SHARE.....	\$ 6,263,675.00
Supplies.....	\$ 236,643.00	B. UNOBLIGATED BALANCE FEDERAL SHARE.....	\$ 0.00
Contractual.....	\$ 127,202.00	C. FED. SHARE AWARDED THIS BUDGET PERIOD...\$	6,011,657.00
Facilities/Construction.....	\$ 0.00	19. AMOUNT AWARDED THIS ACTION:	\$ 252,018.00
Other.....	\$ 516,145.00	20. FEDERAL \$ AWARDED THIS PROJECT PERIOD:	\$ 6,263,675.00
Direct Costs.....	\$ 5,581,133.00	21. AUTHORIZED TREATMENT OF PROGRAM INCOME:	
Indirect Costs.....	\$ 682,542.00	Additional Costs	
In Kind Contributions.....	\$ 0.00	22. APPLICANT EIN:	23. PAYEE EIN:
Total Approved Budget.....	\$ 6,263,675.00	746001215	1746001215A1
		24. OBJECT CLASS: 41.51	

25. FINANCIAL INFORMATION:				DUNS 188326151
ORGN	DOCUMENT NO.	APPROPRIATION	CAN NO.	NEW AMT.
	06CH01153501	75-20-1536	0-G064154	\$252,018.00
				UNOBLIG.
				NONFED %

26. REMARKS: (Continued on separate sheets)

27. SIGNATURE - ACF GRANTS OFFICER Ms. Jennifer M Curtiss 601 E. 12th St. Room 349 Kansas City, MO 64106-2808 Phone: N/A	ISSUE DATE: 07/10/2020	28. SIGNATURE(S) CERTIFYING FUND AVAILABILITY Mr. Omar Barrett 07/10/2020
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29. SIGNATURE AND TITLE - PROGRAM OFFICIAL(S) Mr. Kenneth Gilbert - Regional Program Manager	DATE: 07/10/2020
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**DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES
NOTICE OF AWARD**

SAI NUMBER:

PMS DOCUMENT NUMBER:

1. AWARDING OFFICE: Office of Head Start		2. ASSISTANCE TYPE: Discretionary Grant	3. AWARD NO.: 06CH011535-01-01	3a. AMEND. NO.: 1
4. FAIN: 06CH011535				
5. TYPE OF AWARD: Service		6. TYPE OF ACTION: Supplement & Revision	7. AWARD AUTHORITY: 42 USC 9801 ET SEQ	
8. BUDGET PERIOD: 07/01/2020 THRU 12/31/2020	9. PROJECT PERIOD: 07/01/2020 THRU 06/30/2025	10. CFDA NO.: 93.600 - Head Start		
11. RECIPIENT ORGANIZATION: HARRIS COUNTY DEPARTMENT OF EDUCATION				

STANDARD TERMS

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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
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.

AWARD ATTACHMENTS

HARRIS COUNTY DEPARTMENT OF EDUCATION

06CH011535-01-01

1. Remarks

2. Remarks

26. REMARKS (Continued from previous page)

This action awards \$252,018 from Common Accounting Number 4154 for the following startup activities.

Infant/Toddler Digital Scale (2 infants & 2 Toddler Digital Scales) \$2,210

Playground 2 @ 62,356 \$124,712

Classroom furniture and supplies-\$72,690

2 color laser printers x \$2,500 to network with system - \$5,000

Copier 2 copiers for centers x 1,800 -\$3,600

Technology 8 laptops for classrooms/teachers x \$1,194- \$9552

Curriculum & Assessment Materials-\$20.064

Indirect Costs \$14,190

\$124,712 in the Equipment Category is for the purchase of a playground at the La Porte Head Start/ Early Head Start Center located at 927 South 1st St., La Porte TX. 77571 and the Tidwell Head Start/ Early Head Start Center located at 8302 John Ralston Rd., Houston, TX. 77044. WRITTEN APPROVAL OF THE REGIONAL OFFICE MUST BE OBTAINED TO USE THE EQUIPMENT FUNDS FOR ANY OTHER PURPOSE.

This grant action approves a non-federal match waiver for the federal funds awarded

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**6.C.3.****Meeting Date:** August 19, 2020**Title:** Grant Continuation Acceptance**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:****Facilities/Technology Approval Needed?:**

Information**Posted Agenda Item:**

Consider ratification and approval of the continuation of the contract between Harris County Department of Education and the Houston-Galveston Area Council for the provision of the Adult Education and Literacy services in Harris and Liberty Counties for the period of July 1, 2020 through June 30, 2021 in the amount of \$4,750,000.

Subject:

Interlocal contract with Houston-Galveston Area Council, for the promotion of Adult Education and Literacy services for Harris and Liberty county.

Rationale:

HGAC Adult Education contract will provide classes for adult learners of limited English proficiency for the period of July 1, 2020 through June 30, 2021.

Fiscal Impact**Attachments**

HGAC Contract

Form Review**Inbox**

Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Stephanie Ross
Final Approval Date: 07/28/2020

Reviewed By

Kendra Jackson
Bill Monroe
Jesus Amezcua

Date

07/27/2020 09:43 AM
07/27/2020 10:07 AM
07/28/2020 11:09 AM
Started On: 07/24/2020 03:34 PM

HOUSTON-GALVESTON AREA COUNCIL GULF COAST WORKFORCE SYSTEM

CONTRACTOR

Harris County Department of Education
6300 Irvington Boulevard
Houston, Texas 77022
713.694.6300

H-GAC

Human Services Department/Workforce
Houston-Galveston Area Council
3555 Timmons Lane, Suite 120
PO BOX 22777
Houston, Texas 77227-2777
713.627.3200 (Voice)
713.993.4578 (Fax)
<http://www.wrksolutions.com>
AskWorkforceSolutions@wrksolutions.com

Workforce Solutions Adult Education and Literacy FY21 Contract

Contract Number: 212-21
Contract Amount: \$4,750,000
Performance Period: July 1, 2020 through June 30,
2021

Houston-Galveston Area Council Workforce Services Contract

This agreement is a contract to provide workforce services funded under the federal Workforce Investment Act of 1998, Trade Act of 1974, as amended, portions of the public welfare programs under the Social Security Act, Child Care and Development Block Grant Act of 1990 and section 5082 of the Omnibus Budget Reconciliation Act of 1990, P.L. 101-508, as amended, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Jobs for Veterans Act of 2002 and the Adult Education and Family Literacy Act (AEFLA): Title II of the Workforce Investment Act of 1998 (20 U.S.C. § 9201 *et seq.*), the enabling legislation which establishes, defines, and funds federally-supported adult basic education programs. Funds for this contract originate with the US Department of Labor, US Department of Health and Human Services Administration for Children and Families, the US Department of Agriculture Food and Nutrition Service, and the State of Texas and are passed through the Texas Workforce Commission to the Houston-Galveston Area Council according to the requirements of federal and state law. Following is the identifying information for this contract.

Type of Contract	Cost reimbursement
Authorized by	Workforce Innovation and Opportunity Act, Workforce Investment Act of 1998, Trade Act of 1974, as amended, portions of the public welfare programs under the Social Security Act, Child Care and Development Block Grant Act of 1990 and section 5082 of the Omnibus Budget Reconciliation Act of 1990, P.L. 101-508, as amended, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Jobs for Veterans Act of 2002, Section 18 (a) (1), Food and Nutrition Act of 2008, and the Adult Education and Family Literacy Act (AEFLA): Title II of the Workforce Investment Act of 1998 (20 U.S.C. § 9201 <i>et seq.</i>), the enabling legislation which establishes, defines, and funds federally-supported adult basic education programs.
Procurement	H-GAC Workforce Services
Catalogue of Federal Domestic Assistance reference (please refer to funding summary for additional CFDA numbers)	Workforce Innovation and Opportunity Act/Workforce Investment Act CFDA 17.258, 17.259, 17.260 Temporary Assistance for Needy Families CFDA 98.558 Supplemental Nutrition Assistance Program, Employment and Training CFDA 10.551, 10.561 Wagner Peyser Employment Service CFDA 17.207 Child Care Development Block Grant CFDA 93.575, 93.596, 93.713 Jobs for Veterans Act of 2002 17.801, 17.804 Trade Act of 1974, as Amended 17.245 Adult Education and Family Literacy Act CFDA 84.002A, 93.558
Houston-Galveston Area Council DUNS Number	830765165
Gulf Coast Workforce Development Board Approval of Contract	April 7, 2020
Houston-Galveston Area Council Board of Directors Approval of contract	April 21, 2020

Questions concerning this contract may be directed to the Human Services Department/Workforce of the Houston-Galveston Area Council at (713) 627-3200.

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Subrecipient Agreement - Harris County Department of Education - Human Services - CFDA Number: 84.002

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Harris County Department of Education, hereinafter referred to as the Subrecipient, having its principal place of business at 6300 IRVINGTON BOULEVARD, HOUSTON, TX 77022.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Subrecipient to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Subrecipient has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Subrecipient do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Subrecipient warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Subrecipient's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Subrecipient to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Subrecipient agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Subrecipient shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Subrecipient. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Subrecipient the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Subrecipient are subject to the exclusive control and supervision of the Subrecipient. The Subrecipient is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and

written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF WORK

The services to be performed by the Subrecipient are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Jul 01 2020 and ends Jun 30 2021. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Any payment or funding claimed by Subrecipient shall be paid by H-GAC only under the specific terms set forth in the Special Provisions and Scope of Work. Subrecipient agrees that payments are predicated upon properly documented and verified proof of performance delivered, and costs incurred by the Subrecipient, in accordance with the terms outlined by the Special Provisions of this Agreement.

ARTICLE 8: REPORTING REQUIREMENTS

If the Subrecipient fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may withhold payments otherwise due and owing the Subrecipient hereunder. Subrecipient's failure in reporting or performance may be considered cause for termination of this Agreement. If H-GAC withholds such payments, it shall notify the Subrecipient of its decision. Payments withheld pursuant to this Article may be held by H-GAC until such time as the delinquent obligations for which funds are withheld are fulfilled by the Subrecipient. The Subrecipient's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: NON FUNDING CLAUSE

Any obligation of H-GAC created by this Agreement is conditioned upon the availability of state or federal funds appropriated or allocated for the payment of such obligations. H-GAC shall not be otherwise obligated or liable for any future payments due, or for any damages as a result of interruption of payment or termination.

ARTICLE 10: INSURANCE

Subrecipient shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 11: SUBCONTRACTS

Except as may be set forth in the Special Provisions, the Subrecipient agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Subrecipient acknowledges that H-GAC is not liable to any subcontractor or assignee of the Subrecipient. The Subrecipient shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Subrecipient. Subrecipient shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Subrecipient's compliance, or that of Subrecipient's subcontractors, with any laws or regulations.

ARTICLE 12: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. Subrecipient who spend seven-hundred fifty thousand dollars (750,000) or more of federal assistance under this contract or cumulatively under all federal contracts in a fiscal year are required to have an audit conducted annually in compliance with 2 CFR 200. Subrecipient agrees to submit all written reports of monitoring or audits to H-GAC within 30 days of issuance. Any reports that contain findings from an auditor must also include a corrective action plan from the Subrecipient in accordance with 2 CFR 200.511.

The Subrecipient understands and agrees that the Subrecipient shall be liable to the H-GAC for anything disallowed as a result of audit, in which case future payments are predicated upon repayment as set forth in the Special Provisions.

ARTICLE 13: EXAMINATION OF RECORDS

The Subrecipient shall maintain during the course of the work complete and accurate records of all of the Subrecipient's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Subrecipient shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Subrecipient's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Subrecipient's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Subrecipient further agrees to include in all its subcontracts, permitted pursuant to Article 11 hereof. The Subrecipient agrees that H-GAC and its duly authorized representatives shall until the expiration of seven (7) years after final payment under the subcontract or until all audit findings have been resolved, have access to and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving transactions relating to the subcontract.

ARTICLE 14: RETENTION OF RECORDS

The Subrecipient shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final contract closeout. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 15: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state Law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that H-GAC may amend performance under this Agreement, during the contract period, by issuing policy directives to establish or clarify performance requirements under this Agreement. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such policy directives shall have the effect of qualifying the terms of this Agreement and shall be binding upon the Subrecipient as if written herein, provided however that such policy directives shall not alter the terms of this Agreement so as to relieve H-GAC of any obligation specified in this Agreement to reimburse Subrecipient for costs properly incurred prior to the effective date of such policy directives.
- C. Except as specifically provided by subsections A and B of this Article, any other alterations, additions, or deletions to the terms of this Agreement shall be by modification hereto in writing, and executed by both parties to this Agreement.

ARTICLE 16: TERMINATION PROCEDURES

The Subrecipient acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Subrecipient. Upon receipt of notice of termination, all services hereunder of the Subrecipient and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Subrecipient may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Subrecipient may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Subrecipient, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Subrecipient fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Subrecipient fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 17: SEVERABILITY

H-GAC and Subrecipient agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 18: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 19: COPYRIGHTS

H-GAC, and any related state or federal awarding agency, reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state or federal government or H-GAC purposes:

- A. The copyright of all maps, data, reports, research or other work developed under this Agreement;
- B. Any copyrights or rights of use to copyrighted material which the Subrecipient purchases with funding under this Agreement. All such data and material shall be furnished to H-GAC upon request.

ARTICLE 20: OWNERSHIP OF MATERIALS

Except as may be specified in the Special Provisions, all data, reports, research, etc., developed by the Subrecipient solely as a part of its work under this Agreement, shall become the property of the H-GAC upon completion of this Agreement, or in the event of termination or cancellation hereof. All such data and material shall be furnished to H-GAC at no charge and upon request. Subrecipient further agrees not to release information about results or deliverables connected to this Agreement to anyone outside of H-GAC, without first obtaining written release authorization from H-GAC.

ARTICLE 21: POLITICAL ACTIVITY; LOBBYING

Nothing related, connected to, or provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislators. The Subrecipient, if a recipient of Federal assistance exceeding 100,000 dollars through an H-GAC subcontract, will comply with section 319, Public Law 101-121 (31 U.S.C. 1352).

ARTICLE 22: SECTARIAN INVOLVEMENT PROHIBITED

The Subrecipient shall ensure that no funds under this Agreement are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

ARTICLE 23: CONFLICT OF INTEREST

No officer, member or employee of the Subrecipient or Subrecipient's subcontractor, no member of the governing body of the Subrecipient, and no other public officials of the Subrecipient who exercise any functions or responsibilities in the review or Subrecipient approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 24: FEDERAL COMPLIANCE

Subrecipient agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Subrecipient shall notify each potential subcontractor or supplier of the Subrecipient's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education

Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. § 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1251), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 25: CRIMINAL PROVISIONS AND SANCTIONS

The Subrecipient agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Subrecipient agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Subrecipient shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Subrecipient from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Subrecipient further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Subrecipient shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Subrecipient pertaining to this Agreement or which would adversely affect the Subrecipient's ability to perform services under this Agreement.

ARTICLE 26: INDEMNIFICATION AND RECOVERY

To the extent permitted by law, H-GAC shall indemnify and hold Subrecipient harmless against any and all claims, demands, damages, liabilities and costs incurred by Subrecipient which directly or indirectly result from, or arise in connection with, any negligent act or omission of H-GAC, its agents or employees, pertaining to its activities and obligations under this Agreement.

Subrecipient shall indemnify and hold H-GAC, its officers, agents and employees harmless against any and all claims, demands, damages, liabilities, and costs (including reasonable attorney fees) which directly or indirectly result from, or arise in connection with, any negligent act or omission of Subrecipient, its agents, or employees pertaining to its activities and obligations under this Agreement.

In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings; or other incidental special or consequential damages to the full extent such use may be disclaimed by law during the period of this contract and its related procurements. If Subrecipient performs an act knowing or having reason to know that it is contrary to any law or regulation, the Subrecipient shall bear all claims, costs, losses and damages caused by, arising out of, or resulting from that act.

ARTICLE 27: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 28: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Subrecipient. This Agreement has been negotiated by H-GAC and the Subrecipient and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 29: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Subrecipient. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Subrecipient requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Subrecipient shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Subrecipient may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Subrecipient shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 30: CHOICE OF LAW: VENUE


This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

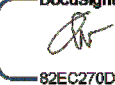
ARTICLE 31: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Subrecipient have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Subrecipient
DocuSigned by:
Signature 
F7A2EF26B87648B...
Name James Colbert
Title Superintendent
Date 7/7/2020

H-GAC
DocuSigned by:
Signature 
82EC270D5D61423...
Name Chuck Wemple
Title Executive Director
Date 6/8/2020

SPECIAL PROVISIONS

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Incorporated by attachment, as part of the whole agreement, H-GAC and the Harris County Department of Education do hereby agree to the following Special Provisions, as follows

ARTICLE 1: GOVERNING LAW, STANDARDS, AND REGULATIONS

Subrecipient shall render performance under this Agreement in accordance with all applicable provisions of the Workforce Investment Act of 1998 [WIA] (29 U.S.C. 2801 et seq.), Wagner-Peyser Act (29 U.S.C. §49 et seq.), portions of the public welfare programs under the Social Security Act (42 U.S.C. §301 et seq.), the Child Care and Development Block Grant Act of 1990 and section 5082 of the Omnibus Budget Reconciliation Act of 1990, P.L. 101-508, as amended (42 U.S.C. 9858 et seq.), and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 [PRWORA] (7 U.S.C. §201.1, et seq.), Section 18 (a)(1) of the Food and Nutrition Act of 2008 (7 U.S.C. 2027 (a)(1)), American Recovery and Reinvestment Act of 2009 and the Workforce Investment Act of 1998 [WIA] (29 U.S.C. 2801 et seq.), Workforce Innovation and Opportunity Act (WIOA) 29 U.S.C.S. §3101, Housing and Urban Development Act of 1968, as amended (12 U.S.C, 1701u (sec. 3)), Adult Education and Literacy Act[AEFLA] Title II of the Workforce Investment Act of 1998, Family Education Rights and Privacy Act [FERPA], Job Training and Employment Assistance Programs, Services, and Preferences Available to Veterans as set forth in the Texas Labor Code §302.151-302.153, Texas Government Code §2308, OMB 2 CFR 200 Uniform Administrative Requirements, applicable federal regulations, state rules, and any H-GAC policies and rules.

H-GAC may, upon request or at its own discretion, provide additional standards, guidelines or requirements, to aid Subrecipient in rendering appropriate performance. H-GAC's provision of this information shall in no way supersede the precedence of applicable laws and regulations.

ARTICLE 2: MANDATORY ATTACHMENTS

In consideration of H-GAC's compensation offer hereinafter described, Subrecipient accepts and shall provide H-GAC approved services in consideration, as specifically described in the Scope of Work, attached hereto and mutually incorporated herein.

Subrecipient further agrees to implement the requirements of the Scope of Work according to the agreed upon Budget, as attached and incorporated.

ARTICLE 3: PARTY LIABILITY

In consideration of full and satisfactory performance hereunder, H-GAC will be liable to Subrecipient in an amount equal to the actual costs incurred by Subrecipient in rendering such performance, subject, but not limited, to the following limitations: 1) H-GAC is not liable for expenditures made in violation of regulations, rules or policies promulgated under applicable local, state, or federal laws, 2) Except as specifically authorized by H-GAC in writing, H-GAC is liable only for expenditures made in compliance with the applicable cost principles and administrative requirements set forth in a properly executed attachment to this Agreement, 3) H-GAC is not liable to Subrecipient for costs incurred or performance rendered before the beginning date or after termination of this Agreement, 4) H-GAC is not liable for any costs incurred in the performance of this Agreement, which have not been billed to H-GAC by the final billing deadline identified in the Scope of Work.

ARTICLE 4: PAYMENTS

A. Maximum Value

Subject to the terms and exclusions outlined in this Agreement, and subject to the confirmation of eligibility under applicable state, local, and federal statutes; H-GAC will reimburse Subrecipient for goods, services, or expenditures on the basis of allowable costs up to the maximum value of this Agreement, or \$4,750,000.00. Allowable costs must be certified by Subrecipient as correct and necessary; directly associated with performance of this Agreement provisioned under the Scope of Work or other mutually executed Attachment; and properly submitted at the rates prescribed by state or federal regulations.

B. Increase Request

Any amount requested in excess of this maximum value, must be requested by Subrecipient in

writing, and approved by, H-GAC prior to Subrecipient's reimbursement request. Approval or denial of an increase request is at the sole discretion of H-GAC. Any increased expense, deemed by H-GAC as unusual, may initiate H-GAC's request for information and a subsequent requirement for specific written approval from H-GAC.

C. Timely Submission Required

All requests must be timely submitted to H-GAC. During the Agreement performance period, an invoice or report submission is considered timely when it is received by close of business on the ninth calendar day of a month for the previous month's expenditures. Untimely submissions by Subrecipient could result in a delay or rejection of reimbursement by H-GAC. An invoice or report from Subrecipient must be delivered to H-GAC each month by the due date.

D. Progress Reports

To obtain reimbursement, monthly Progress Report submissions may also be required of Subrecipient, as outlined under the Scope of Work.

E. Timely Processing

Reimbursement from H-GAC shall be processed monthly, within forty-five (45) days after the receipt of the Subrecipient's completed invoice with substantive supporting documentation.

F. Format of Request; Required Information

Subrecipient shall use the approved H-GAC Reimbursement Form or Report Form template, to provide substantive supporting documentation and request reimbursement, if a template is attached to this Agreement. If no templated form is attached, Subrecipient shall submit detailed information, supported by back-up documentation, demonstrating reasonable and necessary expenditures for: Services Provided (hours/cost per hour), Personnel (timesheets/wages), Supplies, Equipment, Travel, Contract or Subcontracted Services, Marketing, In-Kind Match, or Indirect Costs. Subrecipient shall submit and certify all information before H-GAC releases funds, and hereby agrees to final discretionary audit by H-GAC or its agent, per Article 9 of these Special Provisions.

ARTICLE 5: PERFORMANCE GOAL

H-GAC shall employ the following standards to monitor performance. Subrecipient agrees to the following standards of performance during term of the Agreement:

- A. Timeliness of Work.* Standard: Work is provided on schedule.
- B. Quality of Work.* Standard: Work conforms to the requirements of the Agreement and is technically accurate.
- C. Subcontract Activities.* Standard: Subrecipient's subcontract or subgrant activities comply with all H-GAC Agreement requirements regarding subcontracts, including: competitive procurement methods for goods and services, use of required subcontract provisions, and monitoring performance of subcontractors and sub performing parties.
- D. Administrative and Financial Operations.* Standards: Subrecipient's administrative and financial operations comply with all legal and contractual Agreement obligations, including: record-keeping, reimbursement requests, audits, allowable costs, and restricted expenditures.
- E. Performance Measures.* H-GAC will monitor Subrecipient's performance and evaluate the level of compliance with the standards utilizing the following performance measures:
 - Satisfactory:* Subrecipient generally complied with the standard consistently; occasional deficiencies may have occurred which were corrected on a timely basis.
 - Unsatisfactory:* Significant deficiencies have occurred, or Subrecipient frequently or substantially failed to comply, thereby rendering substandard performance.

ARTICLE 6: SCHEDULE OF REMEDIES

In the event of substandard performance, or other failure to conform to the requirements of the Agreement or applicable law, Subrecipient hereby agrees that H-GAC is authorized to remediate by utilizing, but shall not be limited to, the following Schedule of Remedies:

- A.* Reject substandard performance and request corrections without charge to H-GAC.
- B.* Issue notice of substandard performance or other non-conforming act or omission.

- C. Request and receive return of any overpayments or and disallowed payments.
- D. Reject reimbursement request and suspend payment pending accepted revision of substandard performance or non-conformity.
- E. Suspend all or part of the work and/or payments pending accepted revision of substandard performance or non-conformity.
- F. Reject reimbursement requested and withhold all or partial payments. Funds may be retained by H-GAC for recovery of administrative costs or returned to funding source as authorized by agreements with the funding source and by state or federal law.
- G. Terminate the Agreement, demand and receive: return of all equipment purchased with related funds, return of all unexpended funds, and repayment of expended funds.
- H. If a H-GAC evaluation finds Subrecipient's performance to be substandard, H-GAC may provide its written evaluation report to other governmental entities at any time. H-GAC may also provide its written evaluation report to the public as authorized by law.

Cumulative Remedies. H-GAC may avail itself of any remedy or sanction provided in this Agreement or in law to recover any losses arising from or caused by the Subrecipient substandard performance or any non-conformity with the Agreement or the law. The remedies and sanctions available to H-GAC in this Agreement shall not limit the remedies available to Subrecipient under law.

ARTICLE 7: STAND-IN COSTS, PROPERTY, AND REPAYMENTS

If Subrecipient proposes to use stand-in costs as a substitute for otherwise unallowable costs, such proposal, must be provided to H-GAC in accordance with 40 TAC §802.230(b) during the informal resolution period, subject to formal review and approval by the appropriate federal agency. The use of stand-in costs may not be permitted for all funding streams by the authorizing legislation and the federal and state regulations implementing such legislation.

Subrecipient shall acquire, maintain, or dispose of property purchased with funds received from H-GAC in accordance with Uniform Guidance and any applicable state or federal agency guidance for grants or contracts. If Subrecipient neglects to follow procurement rules when buying inventory or equipment, H-GAC may recover funds. H-GAC may withhold payments on any Subrecipient invoices if the Subrecipient does not provide a current inventory when requested. H-GAC may also recover funds if Subrecipient fails to timely report stolen or lost equipment.

Regardless of the time or reason for an early termination of this Agreement, the Subrecipient will not be relieved of any liability for damages due to H-GAC. H-GAC may withhold payment to Subrecipient until the exact amount of damages due to H-GAC is agreed upon or is otherwise determined by H-GAC.

Should H-GAC require repayment from Subrecipient, failure to pay within 30 days of a formal demand, shall result in legal actions to recover such funds, other sanctions as set forth in the Special Provisions, and additional costs billable to Subrecipient, including allowable interest and attorney's fees.

ARTICLE 8: PROGRESS REPORTS

If progress reports are required, Subrecipient shall submit such reports documenting task-specific accomplishments, units of work performed, and program results achieved, as outlined in the Scope of Work of this Agreement.

A. Compliance

Subrecipient shall report its own internal efforts to ensure compliance with funding or administrative standards. Subrecipient is solely responsible for compliance, and any supplemental guidance produced or provided by H-GAC in no way absolves or diminishes Subrecipient liability. Any information provided by H-GAC should not be relied upon as a wholly exhaustive list of recommendations, provisions, or regulatory requirements.

B. Format of Report

Subrecipient shall use the approved H-GAC Progress Report form template, if a template is attached to this Agreement. If no templated form is attached, Subrecipient shall submit a Progress Report that must include: 1) A brief description of work accomplished for each task, 2)

The percentage of completion of the overall work project of each task, 3) Changes in the estimated value (budget) of each work task, 4) Special problems or delays encountered or anticipated, and 5) The anticipated work activities for the next work period.

C. Other Reports

Subrecipient shall submit other information as may be required by H-GAC, such as: contract closeout reports, special requested data, follow-up reports, or ad hoc reports and information on the operation and performance of this Agreement. H-GAC shall provide a reasonable time for response, in consideration of the nature and availability of the information requested.

D. Breach

Subrecipient's failure to comply with the requirements of this Article shall constitute a breach of this Agreement.

ARTICLE 9: AUDIT

- A. The Subrecipient affirms that it is subject to 2 CFR Part 200, the Single Audit Act of 1996, P.L. 98-502, (hereinafter referred to as Audit Act), Tex. Gov't Code § 783.008, the State of Texas Single Audit Circular incorporated in UGMS, and any other new or updated state or federal audit requirements.
- B. The Subrecipient shall have an audit made in accordance with the Single Audit requirements of the most recently adopted UGMS and 2 CFR Part 200 for any of its fiscal years in which Subrecipient expends more than \$750,000 in state or federal financial assistance.
- C. The Subrecipient will provide H-GAC a copy of the single audit, including management letter and reporting package required by federal and state rules, within thirty (30) days after receipt of the auditor's report, or nine (9) months after the end of the audit period.
- D. H-GAC reserves the right to conduct, or cause to be conducted, an independent audit of all funds distributed under this Agreement. This independent audit may be performed by the local government audit staff, a certified public accountant firm, or other auditors as designated by H-GAC. Such audit will be conducted in accordance with state law, regulations, policy, and generally accepted auditing standards of the auditing agency.
- E. The Subrecipient understands and agrees that the Subrecipient shall be liable to H-GAC for any costs disallowed or overpayment discovered as a result of audit or inspection of records kept by the Subrecipient, on work performed under this Agreement.
- F. The Subrecipient agrees to cooperate with any monitoring, inspection, audit, or investigation of activities related to this Agreement. Cooperation may include access to the premises for questioning employees or participants and to examine and/or photocopy any books, records, including participant records, papers, or other documents whatsoever.
- G. H-GAC shall provide technical assistance in correcting deficiencies noted. H-GAC may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them.
- H. The Subrecipient shall furnish H-GAC with a copy of the annual audit report, to include data fully compliant with The American Institute of CPAs Statement of Position 89-6, dated August 11, 1989.
- I. The Subrecipient shall submit the report of such audit to H-GAC no later than thirty (30) days after the receipt of the auditor's report, or 180 days after the end of the audit period, whichever is earlier.

ARTICLE 10: AUTHORIZED REPRESENTATIVES

H-GAC will designate specific employees, authorized to discuss matters relating to this Agreement, or provide additional written guidance, clarification, or technical direction. "Technical direction" means information or specific instructions related to the operation of services and Scope of Work under this Agreement.

This Whole Agreement as written supersedes any and all prior oral and written agreements between

the parties relating to matters herein, and cannot be modified by any representative, without the executed written memorialization of consent of the parties.

ARTICLE 11: COST PRINCIPLES: ACCOUNTING SYSTEMS

Subrecipient shall comply with applicable administrative requirements set forth in the Office of Management and Budget's Uniform Administrative Requirements 2 CFR 200, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance) 48 CFR, Chapter I, Part 31, the final rules promulgated by the Texas Office of the Governor under the Uniform Grant and Contract Management Standards (UGCMS) Tex. Gov't Code § 783, any H-GAC provided requirements, and the Texas Workforce Commission's Financial Manual for Grants and Contracts.

Subrecipient shall have an accounting system which accounts for costs in accordance with generally accepted accounting principles and complies with applicable State law, regulations, and policies relating to accounting standards or principles. Subrecipient shall account for costs related to this Agreement, in a manner consistent with such standards or principles.

ARTICLE 12: SUBCONTRACTS

Under the terms of Article 11 of the General Provisions, Subrecipient may hereby enter into subcontracts, defined herein as written legal agreements with a Subcontractor that specify the terms and conditions for the provision of goods or services to be used by Subrecipient or by participants in Subrecipient's programs, and which will be paid for by funds from this Agreement. A "Subcontractor" is any organization, entity, or individual that is awarded a contract under Subrecipient's procurement standards and procedures, and may include a "subrecipient" or a "vendor" as those terms are defined in the Uniform Guidance and in the Texas Workforce Commission Financial Manual for Grants and Contracts.

ARTICLE 13: INSURANCE

Subrecipient certifies that it has either adequate coverage to meet claims, or is self-insured for all claims. The limits of liability are set in part by the Texas Tort Claims Act §101.001. The Texas Labor Code §504, and the Texas Workers Compensation Act, outline limits of liability for worker's compensation and employer's liability. During the full term of the Agreement, Subrecipient must provide general liability and property insurance in amounts sufficient to cover contractual liability, and protect program facilities including equipment. Subrecipient must ensure that any owned, leased, or non-owned automobiles used in performance of this agreement by Subrecipient's employees or agents are covered by sufficient automobile liability insurance. Subrecipient certifies that it either has Workers' Compensation insurance in the amount required by statute, or is self-insured for workers' compensation coverage under statute. Subrecipient further represents that it is insured for general liability including bodily injury, death and property damage. All insurance certificates, policies, and binders must be maintained by Subrecipient at its program site for review by H-GAC at any time or submitted to H-GAC in accordance with the Scope of Work as applicable.

ARTICLE 14: PREVENTION OF FRAUD AND ABUSE

- A. *Hotline.* Subrecipient shall establish and implement reasonable internal program management procedures sufficient to ensure that its employees, participants, and subcontractors are aware of the Texas Workforce Commission's Fraud and Program Abuse Hotline (1-800-252-3642) and that Hotline posters are displayed to ensure maximum exposure to all persons associated with or having an interest in the programs or services provided under this Agreement.
- B. *Timely Reporting.* Within 24 hours of discovery, Subrecipient shall report in writing to H-GAC any knowledge of suspected fraud, program abuse, possible illegal expenditures, unlawful activity, and violations of law or Commission rules, policies and procedures. No later than five days from the date of discovery of any such act, Subrecipient must submit an incident report regarding such act to:

Texas Workforce Commission
Office of Investigations
101 East 15th Street, Room 230
Austin, Texas 78778-0001

- C. *Confidentiality and Retaliation.* Except as provided by law or court order, the parties to this Agreement will ensure the confidentiality of all incident reports. Neither Subrecipient nor H-GAC will retaliate against any person filing an incident report. Any failure to comply with this Article will result in H-GAC utilizing the Schedule of Remedies as defined in Article 6.

ARTICLE 15: PREVENTION OF CONFLICTS OF INTEREST

Subrecipient shall take every reasonable course of action to maintain the integrity of the expenditure of public funds under this Agreement, avoiding favoritism and questionable or improper conduct. This Agreement shall be administered in an impartial manner, free from efforts to gain personal, financial, or political benefit, tangible or intangible. Subrecipient and its executive staff and employees, shall avoid situations that could give the appearance that any decision was influenced by prejudice, bias, special interest, or desire for personal gain.

In all circumstances, the Subrecipient expressly agrees to prevent any real or apparent conflicts of interest. To prevent conflicts of interest, Subrecipient shall:

- 1) Comply with all federal and state statutes and regulations regarding standards of conduct and conflicts of interest.
- 2) Refrain from using non-public information gained through a relationship with The Texas Workforce Commission, a TWC employee, a Board, or a Board employee, to seek or obtain financial gains that would be a conflict of interest or the appearance of a conflict of interest.
- 3) Not employ or otherwise compensate a former Board employee who was in a decision-making position or worked on a matter concerning the Subrecipient, and was employed or compensated by the Board any time during the previous twelve (12) months. Subrecipient agrees to request and obtain written clarification concerning this issue from any hired or contracted Board staff.
- 4) Maintain on file and make available for inspection a statement submitted by each of the members of Subrecipient's governing board of directors or staff, disclosing any interest, fact, or circumstance which does or may present a potential conflict of interest. Such conflict of interest disclosure statement shall be updated as circumstances require, but must be updated annually and include:
 - i. any substantial financial interest that the Subrecipient, or any of its employees in decision-making positions, have in a business entity that is a party to any business transaction with a Board member or Board staff who is in a decision-making position for the Board;
 - ii. the existence of any conflict of interest and any appearance of a conflict of interest, or lack thereof;
 - iii. information describing the appearance of a conflict of interest;
 - iv. information describing the conflict of interest;
 - v. actions taken to prevent conflicts of interests from occurring;
 - vi. a description of the gift if the gift is greater than in value and the gift was given to a Board member or Board employee by Subrecipient, a subcontractor, or employees of either entity.

Contractor must report this to its contract liaison within ten days.

Should Subrecipient fail to abide by the foregoing covenants regarding conflict of interest, Subrecipient shall not be entitled to the recovery of any costs or expenses incurred in relation to this Agreement and will be liable for any costs incurred or damages sustained by H-GAC. Such

failure to perform will result in H-GAC employing the Schedule of Remedies as defined in Article 6.

ARTICLE 16: REQUIRED CERTIFICATIONS

- 1) Subrecipient shall independently maintain its current level of efforts and activities, and utilize funds made available under this Agreement, for the provision of additional activities and services.
- 2) Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal department or agency.
- 3) Subrecipient certifies itself as current in state franchise taxes or that it is a non-profit corporation, pursuant to The Tex. Business Organizations Code (formerly Article 2.45 of The Texas Business Corporation Act).
- 4) Subrecipient certifies that no individual or business entity in this Agreement is ineligible, pursuant to Texas Family Code §231.006, to receive a specified payment. Subrecipient acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 5) Subrecipient certifies that it has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. Subrecipient further affirms that none of its officers have served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year.
- 6) Subrecipient shall disclose to H-GAC, and any applicable federal or state agencies, the name of any person who has an ownership or control interest in, or is an agent, or managing employee of Subrecipient who has ever been convicted of a criminal offense related to involvement in any program under Title XVIII, XIX, or XX of the Social Security Act.
- 7) Subrecipient shall notify H-GAC immediately in the event of any significant change affecting the Subrecipient or Subrecipient's identity, such as: ownership or control, name change, governing board membership, and vendor identification number.
- 8) Subrecipient shall comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired on or after November 1, 1986, who will perform any labor services under this Agreement.
- 9) Subrecipient certifies that facilities where Workforce Solutions services are funded and delivered in whole or part are open and available to the public at a minimum from Monday through Friday, 8:00 a.m. to 5:00 p.m., and as specified by any additional H-GAC written guidance.

Subrecipient shall require any approved subcontractor receiving funds, certify compliance with this Article and all statutes referenced herein, on approved "certification of compliance" forms as provided by H-GAC .

ARTICLE 17: CHARITABLE, RELIGIOUS, OR PRIVATE ORGANIZATIONS

Subrecipient hereby agrees to comply with all related state and federal laws relating to charitable, religious, or private organizations. Regulation 42 USCS § 604a, the Tex. Gov't Code § 2308.303, and the Texas Governor's Executive Order GWB 96-10 allow charitable or faith-based organizations eligibility to contract on the same basis as any other private organization. This Agreement also is subject to the rights and responsibilities for charitable and faith-based providers set forth in the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, and to the limitations on expenditures set forth in 20 CFR 667.266 and 667.275.

Accordingly, Subrecipient shall reasonably apprise all participants of the following, if Subrecipient is, or begins working with, such an organization:

"The selection of a charitable or faith-based provider, by any entity related to any expenditure of funds, is not an endorsement of the provider's charitable or religious character, practices, or expression. If you, as a customer of Workforce Solutions, object to a provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider, or notify Workforce Solutions corporate office at 713.627.3200 or <http://www.wrksolutions.com>."

ARTICLE 18: RIGHTS FOR PATENT AND DATA CLAIMS; MATERIALS OWNERSHIP

Subrecipient shall report to H-GAC promptly in writing, any patent or copyright infringement notice or claim, related in any way to this Agreement or the performance thereof.

Under this Agreement, to the extent permitted by law, Subrecipient shall indemnify H-GAC and its officers, agents and employees against liability, including costs, for infringement of any United States patent arising out of: the manufacture or delivery of supplies, the performance of services, the construction, alteration, modification, use, disposal or repair of real property, supplies, or construction work by or for H-GAC.

Pursuant to 2 CFR 200.315, in the case of any invention, any data, or any recorded information or media resulting from this Agreement in which Subrecipient retains title, H-GAC shall have an immediate, non-exclusive, nontransferable, worldwide, irrevocable, paid-up license to utilize and practice the subject invention. H-GAC's license shall include the rights to reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, by or on behalf of H-GAC.

ARTICLE 19: ACKNOWLEDGEMENT OF FUNDING SOURCE

The Subrecipient shall give credit to H-GAC and appropriate state or federal funding agency, as the funding source in all oral presentations, written documents, publicity, news media, and advertisements regarding any of the Subrecipient's activities which arise from this Agreement.

ARTICLE 20: COMPLAINTS AND HEARINGS

To address complaints relating to any alleged violation of the legal authorities cited in this Agreement, H-GAC has adopted Methods of Administration approved by the U.S. Department of Health and Human Services and the U.S. Department of Labor establishing complaint processing procedures. Subrecipient hereby agrees to also follow the same complaint and hearing provisions set forth in the Methods of Administration, specifically including matters related to Subrecipient's denial of service or financial assistance

**HARRIS COUNTY DEPARTMENT OF EDUCATION
WORKFORCE SOLUTIONS
SCOPE OF SERVICES FOR ADULT EDUCATION AND LITERACY
JULY 1, 2020 – JUNE 30, 2021**

Part 1. Operations

Section 1.

1.1 The Gulf Coast Workforce Board and Workforce Solutions

The Gulf Coast Workforce Board and its operating affiliate Workforce Solutions are the public workforce system in the 13-county Houston-Galveston region. Business-led and community-focused, the Workforce Board sets the region's workforce agenda and the strategic direction for the Workforce Solutions system. The Houston-Galveston Area Council (H-GAC) is the Board's staff, serving as the system's corporate home office and providing management of and direction to sub recipients that operate within the Workforce Solutions network. The Gulf Coast Workforce Board's:

- ❖ **Purpose** is to keep our region a great place to do business, work and live.
- ❖ **Mission** is reflected in this statement: We elevate the economic and human potential of the Gulf Coast region by fulfilling the diverse needs of the businesses and individuals we serve.
- ❖ **Vision** is represented as: Our region attracts and retains the best employers, affords everyone the dignity of a job, remains vitally important to the global economy—and all within it are thriving.
- ❖ **Strongly Held Beliefs** are exhibited through the following Values and Behaviors:

We care passionately:

- Advocate for others
- Inspire hope
- Fuel progress

We take responsibilities seriously

- Be accountable
- Follow up and follow through
- Drive results

We imagine possibilities

- Seek multiple perspectives

- Bring fresh thinking
- Engage one another in making a difference

Results are shown through:

- Competitive employers
- An educated workforce
- More and better jobs
- Higher incomes

1.2 Workforce Solutions

The Board's operating affiliate Workforce Solutions includes contractors, partners and vendors working together to carry out the Board's mission and achieve the Board's results.

Five interconnected system units include:

- Employer Service
- Career Offices
- Financial Aid Support Center
- Financial Aid Payment Office
- Staff Training and Development

Workforce Solutions projects include:

- Community & Youth Project contractors
- Early Education and Care Quality contractor
- Adult Education Literacy Consortium

Workforce Solutions units and projects work together--integrating their activities and aligning staff to deliver high quality service for the region's employers and people.

Section 2. Franchise and Staffing.

2.1. Workforce Solutions Franchise

2.1.1. The Board's affiliate Workforce Solutions operates under franchise requirements which govern how staff deliver service under the Workforce Solutions brand. The Board's staff establishes and manages the franchise requirements which describe how subrecipients:

- 1) will staff and operate the various Workforce Solutions divisions;
- 2) relate to one another and the Board staff to achieve the Board's results;

- 3) represent themselves and their staff to customers and market Workforce Solutions;
- 4) use the Workforce Solutions system standards and guidelines, policies and operating procedures; and
- 5) implement the Board's performance and production expectations.

2.1.2. All subrecipients must adhere to franchise requirements when operating under a Workforce Solutions contract.

2.1.3. Subrecipients will contribute knowledgeable staff to workgroups that help develop, refine, and implement franchise requirements at the request of Board staff.

2.2. Staff

2.2.1. Subrecipient will maintain key staffing levels as required to deliver services.

2.2.1.2. Subrecipient will ensure that all staff who are new to Workforce Solutions Adult Education and Literacy complete the online course "Orientation to Workforce Solutions" no later than 30 days after initial hire date.

2.2.2. Regional Teams

2.2.2.1. Subrecipient will attend Quarterly Consortium meetings and may participate on the Workforce Solutions Regional Management Team or other workgroups to improve connections with Workforce Solutions partners--resulting in a more effective and efficient operation for customers.

2.3 Outreach

Identify and reach individuals who:

- Have low levels of literacy
- Are English Language Learners
- Have disabilities, including learning disabilities
- Have other barriers to employment

2.4 Comprehensive Assessment

Subrecipient will implement a comprehensive assessment process for participants which adheres to Family Education Rights and Privacy Act (FERPA), the Texas AEL Assessment Guide, NRS Implementation Guidelines, Co-

enrollment requirements for Adult Education and Literacy and other state and local requirements.

Section 3. Adult Education and Literacy Services

Adult Education and Literacy services include English language, math, reading, and writing instruction. These services help students earn a high school equivalency, attend college or career training and become successfully employed.

Section 4. Regional Identity and Coordination of Workforce Solutions and Adult Education and Literacy Services

Subrecipient will:

- work closely with H-GAC, Region VI Service Center, Vocational Rehabilitation Services, and other AEL consortium members, other Workforce Solutions subrecipients, the Texas Workforce Commission, Texas Education Agency, Texas Health and Human Services Commission and other partners to develop, promote and deliver Workforce Solutions services.
- coordinate Program Development training with the Region VI Service Center staff.

Section 5. Facility requirements

Subrecipient will locate in facilities that meet requirements of Section 504 of the Rehabilitation Act of 1973, as amended, Americans with Disabilities Act of 1990, US Department of Labor Directorate of Civil Rights (DCR) regulations, Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, and Texas Civil Statutes effective April 1, 1994 regarding physical accessibility and program accessibility. All offices will be accessible to individuals with disabilities and must provide properly constructed restrooms and required parking access.

Section 6. Accessibility

- Subrecipient will arrange for and provide assistance to individuals with disabilities including but not limited to persons with visual and hearing impairments. Enhancing accessibility to services may include arranging for large print material or adaptive equipment which enlarges printed material, maintaining bilingual staff and providing other language translation services as needed and services to assist the hearing impaired such as those services offered through Relay Texas or through a sign language interpreter, when appropriate.
- Subrecipient will also ensure that the full range of services is available to persons who are not proficient in English.

Section 7. Evaluations and Standards

Subrecipient will adhere to requirements of Workforce Solutions Gulf Coast Adult Education & Literacy standards and guidelines and policies and procedures.

B. System Integrity and Accountability.

- Subrecipient will abide by the terms of this contract including federal and state laws, regulations and rules and Board policies and guidance. Subrecipient will provide services according to the terms of this contract and will action to improve processes in accordance with results of internal and external monitoring results and audit reviews.

C. Office Sites.

- Subrecipient will ensure offices remain open at least during the hours it has agreed to provide AEL services to customers as described in AEFLA schedule. In the event of an emergency, Subrecipient must contact its contract manager or other designated Workforce Board staff immediately.

D. Expenditure Rates.

- Subrecipient must be on target to spend AEL funds. Subrecipient will provide a justification for spending levels to its contract manager when overall spending levels are 10% less or 10% greater based on a straight-line projection.

E. Financial Systems Integrity and Accountability.

- Subrecipient will abide by the terms of this contract, and the laws, regulations, Uniform Administrative Requirements, Governor's Uniform Grant Management Standards, TWC Financial Manual for Grants and Contracts, Generally Accepted Accounting Principles, and any other applicable standards, including results of financial monitoring and the audit of Subrecipient's operations.

F. Performance Requirements.

- Subrecipient's performance targets are included on Attachment A.
- During the contract year, H-GAC may adjust Subrecipient performance targets.
- H-GAC will track subrecipient's progress towards achieving its performance targets.

G. Technical Assistance and Corrective Action.

- H-GAC may impose upon Subrecipient a formal, written corrective action plan with timelines and deliverables if Subrecipient does not meet measures established in this agreement for two or more quarters during the contract year.
- H-GAC may require Subrecipient to accept technical assistance direction for issues identified during quality assurance reviews.

Part 2. Technical and Programmatic Requirements

Section 1. Administration and Operations

Harris County Department of Education administrative offices are located at 6300 Irvington Boulevard Houston, Texas 77022. Harris County Department of Education's principal contact for this contract is Stephanie Ross. sross@hcde-texas.org.

Section 2. Funding Sources

Adult Education and Literacy services are funded with state general revenue funds and federal funds which originate from the Department of Education and the Department of Health and Human Services.

Section 3. Attachments

- Attachment A
- Budget Summary
- Funds Tracking Summary
- Contract Management Policies and Procedures
- Assurances and Certifications

Incorporated by Reference

Adult Education and Literacy Rules: <http://www.twc.state.tx.us/svcs/adultlit/adult-basic-education.html>

Gulf Coast Adult Education and Literacy Standards and Guidelines: www.wrksolutions.com/staff-resources/services-we-offer/adult-education-and-literacy-services.

TCALL's website for Administrators: <http://www-tcall.tamu.edu/administrators.html>

Other Required Website

Workforce Solutions: www.wrk.solutions.com

Attachment A

Deliverable HCDE	Target	Due Date
Perform self-monitoring of operations and service delivery during late October, January and April	Three self-monitoring reports	Reports due to Region 6 and Board contract manager in November, February and May
Develop a Standard Operating Procedure manual which includes processes and procedures for: <ul style="list-style-type: none"> • Recruitment and outreach • Comprehensive Assessment • Testing and placement • Orientation • Customer profile data collection • Personal Identifiable Information • Data management • Referral • Co-enrollment across Core Programs 	One Standard Operating Procedure	September 30, 2020
Provide a written assurance of full implementation of Adult Education services to Board staff	One assurance	September 30, 2020
Develop and implement a process to verify all contact hours before forwarding contact hours to Region 6 for validation.	Written process is developed and implemented before contact hours are validated monthly.	October 31, 2020
Total number of students	6531	June 30, 2021
Total number of unduplicated students with 12 or more contact hours	5789	June 30, 2021
Total number of students enrolled in Integrated Education and Training	395	June 30, 2021

Total number of students enrolled in Integrated EI Civics	123	June 30, 2021
Total number of students enrolled in EL Civics	350	June 30, 2021
Total number of students enrolled in Intensive Services, such as Workplace Adult Ed activities, Transition to Re-entry and Post-release services and international-trained English Language Learner Professionals	205	June 30, 2021
Enrollment by County: Liberty Harris	240 6291	June 30, 2021
Achievement of <u>Performance Indicators</u> for WIOA (20 CFR 677.155) Individual: <ul style="list-style-type: none"> • Is employed second quarter after exit; • Is employed fourth quarter after exit; • Is at median earnings second quarter after exit • Attained credential one year after exit • On target with Measurable skill gains each year Is effective in serving employers	Performance on Federal measures in accordance with WIOA and Agency requirements	September 30, 2020
AEFLA (Adult Education and Family Literacy Act) Schedule of Classes	One schedule (all classes)	August 31, 2020 and each semester thereafter or any changes during the semester
Ensure that contact hours are entered timely and are correct	Ongoing each month	Prior to submitting to Region 6 for validation

HARRIS COUNTY DEPARTMENT OF EDUCATION**AEL FY 2021 CONTRACTS
BUDGET SUMMARY**

	Budget Amount
1. Personnel Salaries	\$ 3,410,012
2. Personnel Benefits	\$ 586,522
3. Personnel Incentive Pay	\$ -
4. Audit/Legal/Non-staff Services	\$ -
5. Consulting Services	\$ -
6. Facilities, Total	\$ 8,400
7. Equipment, Total	\$ 13,000
8. Communications, Total	\$ 32,796
9. Travel, Total	\$ 27,420
10. Insurance	\$ -
11. Office Supplies	\$ 130,000
12. Printing/Photocopying	\$ -
13. Public Information/Outreach	\$ -
14. Subscriptions/Dues, Total	\$ -
15. Subcontracts/Staff Training	\$ -
16. Other	\$ 273,000
Total Direct Costs	\$ 4,481,150
17. Fee	\$ -
18. Indirect	\$ 268,850
Total Costs	\$ 4,750,000

Budget Submitted By:	Stephanie Ross
Telephone:	713-692-6216
Email address:	sross@hcde-texas.org
Date:	5/22/2020

WORKFORCE SOLUTIONS GULF COAST - 2020

FUNDING SUMMARY AND TRACKING OF AMENDMENTS

Contract Period - July 1, 2020 to June 30, 2021

Contractor: Harris County Department of Education

Contract Number: 212-21

Effective Date: 7/1/2020

	FUNDING STREAM	Adult Education	EL Civics
	CFDA \ Funding Source	84.002, 93.558, State General Revenue	84.002
	Grantor \ Funding Entity	Texas Workforce Commission	Texas Workforce Commission
	FAIN	Not Available	Not Available
	Expiration Date	6/30/2021	6/30/2021
	Other Information		
Program	4,332,000	3,832,162	499,838
Corrections Institutions	-	-	-
Workforce Training	418,000	410,000	8,000
Total Funds	4,750,000	4,242,162	507,838



Contract Management Policies and Procedures

Contract Management Policy

All H-GAC Workforce Solutions Subrecipients will use these management policies and procedures in executing the requirements of their contracts, including but not limited to: (1) maintaining financial systems and reports, (2) property (attached), (3) procuring, writing, and managing subcontracts, (4) securing insurance, (5) establishing and maintaining information systems and access, (6) monitoring required aspects of contract performance, (7) handling and processing customer complaints, (8) acquiring and using facilities, and (9) using and implementing required federal and state certifications.

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Contract Management Policies and Procedures

I. Financial Systems and Reporting

Policies and procedures in regard to financial reporting for the workforce system are issued by the Texas Workforce Commission, and many of these policies and procedures have a direct impact on the tracking and reporting of expenditures by Subrecipients with the Gulf Coast Workforce Board. Emphasis is placed on a consistent reporting definition for administrative costs among non-child care funding streams and accurate reporting of those costs by Subrecipients.

Financial reporting

Unless otherwise agreed in writing, a Subrecipient must submit a financial report of expenditures at least once monthly. A financial report is considered timely if submitted in accordance to the timeframe outlined below.

- For an organization reporting once per month, expenditure reports are due to H- GAC by Close of Business (COB) on the ninth calendar day of a month for the previous month's expenditures. If the ninth falls on a weekend or on a holiday, the reports are due by COB the next business day following the ninth.
- If a Subrecipient files expenditure reports twice per month, the reports are due to H-GAC by COB on the ninth of the month for expenditures through the end of the previous month, and the twenty-first of the month for expenditures through the fifteenth of the month. If the twenty-first falls on a weekend or on a holiday, the reports are due by COB the next business day following the twenty-first.

It is especially important that the report for the ninth accurately and fully represent cumulative expenditures, including accruals, through the end of the previous month, including any adjustments (made in the current month only) for prior periods. Expenditures reported to H-GAC on the ninth represent the primary basis for monthly expenditure reporting to the grantor agency.

The cash draw from the grantor agency generally will occur on the business day following the due date to H-GAC, usually the tenth and the twenty-second of any given month. Reports due on the ninth and received earlier, between the first and the ninth, will be held for processing and cash draw in conjunction with other reports due on the ninth. Reports due on the twenty-first and received earlier, between the sixteenth and the twentieth, will be held for processing and cash draw in conjunction with other reports due on the twenty-first.

Reports received after the applicable due date (timely reporting is described above) will NOT be processed and cash will NOT be drawn for payment on those reports until the next processing cycle associated with the next report due date. For example, a report due on the ninth and received on the tenth will NOT be processed until the twenty-second of the month. A report due on the twenty-first but not received until after that date will NOT be processed until the tenth of the following month. Expenditure reports will NOT be processed and cash will NOT be drawn



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on an “as reports are received” basis, unless they are received on the indicated due dates. A Subrecipient can expect to be paid approximately 10 - 12 business days after the report due date. Payment to Subrecipients is made by Electronic Funds Transfer (EFT). EFTs generally will occur twice per week, on Tuesday and on Thursday, with a 2-day settlement at the Subrecipient’s bank.

Subrecipients must report expenditures in electronic format via email. H-GAC will issue each Subrecipient a password for use in submitting the monthly reports to a secure email address: workforcefinreports@wrksolutions.com. H-GAC will issue a password to a Subrecipient’s Executive Director or equivalent person who will be responsible for assigning appropriate personnel to use the password for report submission. The Executive Director must provide the names and email addresses of individuals (up to three) who are authorized to submit reports. Passwords must be carefully guarded and restricted to authorized individuals and program management for each Subrecipient.

With the electronic financial report submission by email, H-GAC will not require original signatures on separately submitted documentation. When an authorized person uses the password to submit a report, H-GAC will consider that password-protected submission to contain the equivalent of an original signature. **A financial report submitted by anyone not authorized by the Subrecipient’s Executive Director will not be processed and paid by H- GAC. A financial report submitted to a different email address than workforcefinreports@wrksolutions.com will not be processed and paid by H-GAC.**

Back-up documentation for reimbursable expenses submitted on each financial report must be maintained by the Subrecipient. However, under normal circumstances, the Subrecipient is not required to submit documentation with the electronically submitted financial reports. Each Subrecipient must ensure that the documentation is readily available for inspection by authorized representative(s) of H-GAC, or its state or federal funding agencies, at any time during normal business hours. H-GAC, or an authorized representative of H-GAC, will schedule a review of backup documentation at least several times during any contract period. H-GAC also may conduct random inspections of such backup documentation. In addition, H-GAC may conduct separate or specific inspections of backup documentation if expenditures or adjustments seem out of line with expectations or with normal and accepted accounting practices. Problems or questions arising as a result of an inspection will be handled in accordance with the terms and conditions of the contract.



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Cost Classifications

For all funding provided to a Subrecipient through the Gulf Coast Workforce Board, Subrecipients are to establish written policies and procedures that address the classification of administrative and direct service/program expenditures. The policies are to include the rationale for the classification decisions set forth by those policies and procedural controls. Written policies and procedures must support efforts for consistent reporting of similar types of expenditures. Inclusion of the rationale behind the policies and procedures is required in order to aid internal and external users (e.g., auditors and monitors) in understanding the intent and consistent application of the same rationale to new or unusual circumstances.

Cost Categories

Attachment 1 – cost category descriptions (Funds except Child Care and Adult Literacy)

Attachment 2 – cost category descriptions for Child Care funds

Attachment 3 – cost category descriptions for Adult Education and Literacy funds

Financial report forms for new contracts or new funding streams added to existing contracts may be revised to incorporate new definitions and cost categories and to facilitate implementation of the special procedures relating to administrative costs that are described below.

Administration Cost Caps

In order for the Gulf Coast Workforce Board to meet local Board, state, and/or federally imposed administration cost limitations, administration cost limitations must be imposed on all Subrecipients. These maximum administration cost limitations or caps must be met by **ALL** Subrecipients (Career Office Subrecipients and other Subrecipients as well) unless specific exemptions are negotiated and incorporated into the final executed contract.

The dollar amount of administration identified in the Funds Tracking Summary attached to each contract is the maximum that may be expended on administration for each specific fund. The actual amount that may be expended may well be less and is governed by the budget negotiated with Workforce Solutions in conjunction with appropriate and consistent application of the Cost Allocation Plan. Common funding streams in Workforce Solutions contracts include:

- **Workforce Innovation and Opportunity Act (WIOA) – Adult**
- **Workforce Innovation and Opportunity Act (WIOA) – Dislocated Worker**
- **Workforce Innovation and Opportunity Act (WIOA) – Youth**
- **Temporary Assistance for Needy Families (TANF) – Choices**
- **Supplemental Nutrition Assistance Program (SNAP) - Employment and Training**
- **Supplemental Nutrition Assistance Program (SNAP) - ABAWD**
- **Child Care Development Fund (CCDF)**

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Workforce Solutions is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.
Relay Texas Numbers: 1-800-735-2989 (TDD) 1-800-735-2988 (Voice) or 711



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- **Child Care Development Fund (CCDF) – Local Match**
- **Child Care Development Fund (CCDF) – Quality**
- **Child Care – Protective Services (CCP)**
- **Wagner-Peyser Employment Services (ES)**
- **Noncustodial Parent (NCP) Choices**
- **Trade Adjustment Assistance**
- **National Dislocated Worker (NDW)**
- **Adult Education and Family Literacy (AEL)**

Administration Costs

The description of the administration cost category that is provided in *Attachment 1* is based on definitions included in TWC WD Letter 04-15 Cash Draw and Expenditure Reporting System Instructions.

Although only some portion of the costs to be reported in the administration cost category for Subrecipients will count against the administration cap set by the grantor agency for the board area, all administration costs in each funding stream must be reported to the Board and to the grantor agency, the Texas Workforce Commission. A later section defines and describes the costs that constitute administrative costs.

In general, the costs of administration are the allocable portion of necessary, reasonable, and allowable costs that are associated with the specifically identified functions described in *Attachment 1* that are not related to the direct provision of workforce services, including services to participants and employers. These costs for administration can be both personnel and non-personnel and both direct and indirect.

Expenditures for Subrecipients that are procured solely for the performance of administrative functions, such as payroll processing, legal services, auditing, etc., are to be classified and reported in total as administrative costs.

Personnel and related non-personnel costs of staff performing both administrative functions specified in *Attachment 1* and programmatic services or activities must be allocated as administrative or program costs to the benefitting cost objectives/categories. The allocation must be based on documented distributions of actual time worked or other equitable and acceptable cost allocation methods.

Specific costs charged to an overhead or indirect cost pool that can be identified directly as a program cost are to be charged as a program cost. Documentation of such charges must be maintained. In general, and to the extent possible, in order to avoid potential problems



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associated with inevitable questions, it is usually preferable to separate from an indirect cost pool all costs that might be considered non-administrative in nature.

Classification of Monitoring Costs

With exceptions noted elsewhere for some WIOA monitoring activities, monitoring costs of career office Subrecipients are included in assigned administration cost budgets. These monitoring costs are a subset of overall Administration expenditures and are charged against the overall contract Administration budget, but are reported separately in the Financial Report submitted each month. Effectively, these monitoring costs are a subset of overall Administration expenditures and are charged against the overall Administration budget, but reported separately. Monitoring costs of non-career office Subrecipients, with exceptions noted elsewhere for some and WIOA monitoring activities must be reported on a separate line under Administration in the Financial Report submitted each month.

Note that supervisory costs incurred for normal daily oversight and management activities are **NOT** to be reported in the monitoring cost categories for any Subrecipient.

Contracts for Administration, Monitoring, or other Specifically Identifiable Activities that May Include Administration and Monitoring

Where applicable, Subrecipient or subcontractor expenses for administration costs must be broken out in the Financial Report into appropriate reporting subsets such as Monitoring and must be allocated to applicable funding streams using a generally acceptable allocation methodology. This must be done so that H-GAC may appropriately report these expenses to the Texas Workforce Commission.

Classification of Property Management Costs

Property management refers to activities such as receiving, tracking, assigning, taking inventory, and disposing of real property, equipment, and supplies. Property management costs are administrative costs.

Classification of Costs for Preparing Reports and Documents

The costs of preparing reports and documents to support administrative functions are administrative costs.

Classification of Profit

Profit must be charged to the appropriate cost category in proportion to the allocation of costs among administrative and program cost categories as described on page II-10-14 of the United States Department of Labor's ***One-Stop Comprehensive Financial Management Technical Assistance Guide*** (http://www.doleta.gov/sga/pdf/FinalTAG_August_02.pdf). For example, if a Subrecipient that earned profit reported 8 percent of its total pre-profit expenditures as



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administrative costs and the remaining 92 percent of its total pre-profit expenditures as program costs, the profit that it earned would be charged between administrative and program cost categories in the same proportion as its reported pre-profit expenditures, i.e., 8 percent administration and 92 percent program.

Outreach and Promotional Materials, Advertising, Sponsorships, Employee Apparel, and Award Ceremonies Charged to Contracts Funded through the Texas Workforce Commission - Unallowable Outreach and Promotional Materials

Outreach and promotional materials that solely promote an organization are unallowable uses of funds awarded by H-GAC. Outreach and promotional materials solely promote an organization if the materials provide information only about that organization.

Examples of information that solely promotes an organization include any of the following, if it does not appear in conjunction with information that promotes program activities:

- Organization's logo
- Organization's name or brand name, including "Workforce Solutions"
- Organization's Web site address
- Contact information, such as addresses and phone numbers

Advertising

Subrecipients must be aware that UGMS defines "advertising costs" as "the costs of advertising media and corollary administrative costs." Advertising media includes "magazines, newspapers, radio and television, direct mail, electronic or computer transmittals, and the like."

Subrecipients may not spend contract funds on advertising without express prior approval from H-GAC.

Should H-GAC authorize such an expenditure, a Subrecipient is responsible for ensuring that advertising costs are necessary, reasonable, allocable, and otherwise allowable in accordance with TWC's Financial Manual for Grants and Contracts.

Outreach and Promotional Materials, Advertising, Sponsorships, Employee Apparel, and Award Ceremonies - Allowable Outreach and Promotional Materials

Costs for outreach and promotional materials are considered public relations costs. The Uniform Grant Management Standards (UGMS) states, "'public relations' includes community relations and means those activities dedicated to maintaining the image of" the organization, "or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public."

Subrecipients must not use contract funds for public relations costs unless such costs are all of the following:

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1. Specifically required by the grant award.
2. Incurred for outreach efforts involving costs of communicating with the public on specific activities or accomplishments sponsored by the contract award.
3. Incurred as a cost of conducting general liaison with news media and government public relations officers necessary to keep the public informed on matters of public concern.
4. Authorized by H-GAC in accordance with Workforce Solutions Public Outreach Standards and Guidelines.

Subrecipients may not use contract funds for outreach activities unless they are:

1. Necessary and reasonable for the proper and efficient performance and administration of a program that purchased the materials.
2. Allocable to the contract and fund and charged in accordance with relative benefits received (e.g., costs of outreach and promotional materials promoting multiple activities must be appropriately allocated among benefiting funding streams in accordance with the relative benefit received).
3. Otherwise allowable in accordance with TWC's Financial Manual for Grants and Contracts.
4. Authorized by H-GAC in accordance with Workforce Solutions Public Outreach Standards and Guidelines.

Subrecipients may not use contract funds for promotional materials without express prior approval from H-GAC.

Subrecipients must ensure that:

1. Outreach and promotional materials promote contracted activities by clearly communicating to the public specific items or accomplishments resulting from performance of contracts
2. There is no ambiguity on what activity or service is being promoted.

Subrecipients that have unused inventories of outreach and promotional materials that do not clearly communicate specific activities or accomplishments must:

1. Modify the materials to add information that promotes funded activities
2. Ensure that future purchases include sufficient information to describe the funded activities as set forth in this policy.

Subrecipients may modify existing outreach and promotional materials by affixing a sticker (or for jump drives, and similar items, loading a file) that promotes specific activities or services as described above.

Workforce Solutions Nondiscrimination and Equal Opportunity Provisions

Subrecipients must ensure that any recruitment brochures and other materials that are ordinarily distributed or communicated in written and / or oral form, electronically and / or on paper, to



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staff, clients, or the public at large, to describe services or activities funded by Workforce Solutions will (1) indicate that the program or activity in question is an “equal opportunity employer / program”; (2) indicate that auxiliary aids and services are available upon request to individuals with disabilities; and (3) state the telephone number of the TDD / TTY or relay service by including the Workforce Solutions approved equal opportunity statement.

Subrecipients that H-GAC authorizes to publish or broadcast information about funded activities or services in the news media must:

1. Ensure that such publications and broadcasts state that the activity or service in question is governed by equal opportunity provisions (or otherwise indicate that discrimination is prohibited by Federal law).
2. Indicate that auxiliary aids and services are available upon request to individuals with disabilities.

Subrecipients must not communicate any information that suggests, by text or illustration, that persons are treated differently on any prohibited grounds, except as such treatment is otherwise permitted under Federal law or regulation.

Subrecipients should be aware that WIOA nondiscrimination and equal opportunity provisions at 29 C.F.R. §38.38:

1. Do not require nondiscrimination and equal opportunity information to be displayed on promotional items;
2. Do cover recruitment brochures and other materials ordinarily distributed or communicated to staff, clients, or the public at large, regardless of whether such information is provided orally or in writing, and electronically or on paper; and
3. Do cover program information published or broadcast in the news media.

Sponsorships

Subrecipients must not use H-GAC contract funds for contributions and donations (including cash, property, and services) to others. Examples of contributions and donations include, but are not limited to:

1. Contributions to campaigns or funds to help or assist specific causes;
2. Gifts to charities and other organizations; and
3. Other similar actions.

Contributions and donations to others are unallowable uses of funds.

Subrecipients must not use H-GAC contracted funds to pay sponsorship fees; fees paid by a Subrecipient to cover all or part of the cost of an event produced by another organization(s), usually in exchange for public acknowledgement of funds (e.g. acknowledgement as a



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sponsor, recognition in an overhead projection, banner display, short presentation about program activities and accomplishments, etc.). A sponsorship fee is a contribution and is unallowable.

Subrecipients should be aware that the prohibition against use of funds for contributions and donations does not prohibit a Subrecipient from cost sharing in an event produced by another organization(s), provided such costs are allowable under federal and state laws and rules governing the use of the funds.

Subrecipients that cost share in an event produced by another organization(s) must ensure that:

1. The event is a necessary and reasonable cost for the performance of the contract or services or activities to be provided under the contract;
2. The amount of contract funds paid is commensurate with the extent that the funding streams charged do in fact benefit from the event, i.e., the amount is allocable to the charged contract and funding streams;
3. The amount paid is supported by an invoice(s) for the Subrecipient's equitable share of actual event costs.
4. Subrecipient has had its participation approved by H-GAC in accordance with the Workforce Solutions Public Outreach Standards and Guidelines.

Subrecipients must be aware that the prohibition against contributions and donations does not prevent Subrecipients from using contract funds to purchase a booth at a job fair or similar event if the purpose of the booth is to outreach customers.

Employee Apparel

Subrecipients must ensure that employee apparel costs are:

1. Necessary and reasonable for the performance of the Subrecipient;
2. Not used for goods or services that are for personal use;
3. Allocable to the contract and fund(s) (e.g., costs of employee apparel promoting multiple activities or services must be appropriately allocated among benefiting funding streams in accordance with the relative benefit received).

Subrecipient must be aware that determinations on the allowability of employee apparel may consider such factors as:

1. Whether a local procedure is in place that requires employees to wear the apparel for certain activities (e.g., job fairs, disaster-related events, youth group activities); and
2. Whether publicly identifying employees' affiliation with an organization through apparel is necessary for performance of the contract(s) that funded the purchase.



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Subrecipient should be aware that employee apparel may display an organization's logo or name without including information about specific activities or accomplishments resulting from performance of contracts, because the employees wearing the apparel will provide such information.

Award Ceremonies

Subrecipient must be aware that the costs of award ceremonies include the costs of space, speaker fees, and plaques associated with the ceremony. Costs for award ceremonies must:

1. Specifically support the contract award;
2. Be necessary and reasonable for the performance of the contract; and
3. Be allocable to the contract and appropriate funding streams in accordance with relative benefits received.

Examples of award ceremonies that are likely to meet these conditions include those organized:

1. For employer recognition, including:
 - employers that consistently participate in the workforce system or hire job seekers who participate in the workforce system;
 - employers who intermittently participate in the workforce system, but have assisted in partnering on specific projects;
 - employers that have hired specific populations, like veterans or individuals with disabilities;
2. To recognize youth who complete a specific activity (e.g., a science, technology, engineering, and math summer camp).

Documentation for Outreach and Promotional Activities

Subrecipients must retain adequate source documentation to show:

1. The purpose or intent of an activity (e.g., apparel purchase, or promotional, advertising, or award ceremony activities);
2. How the activity is necessary to the contract award;
3. That the activity costs are reasonable;
4. What is included in the costs, for example:
 - what was included in the activity (e.g., a script or description of what was being promoted)
 - detailed specifics (e.g., when, where, how long, etc.)
5. When appropriate, that a "fair share" was allocated to the grant award.

Accrual Basis of Accounting

Subrecipients must report all contract expenditures on an accrual basis. In accrual accounting, revenue is recognized when earned and expenses are recognized when incurred, i.e., economic transactions or events are recognized when they occur and not when the cash settlements for



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those transactions take place. Revenues and expenses are recorded during the accounting period that includes the underlying real transactions even though cash may not have been received or paid at that point. Accrued expenditures are charges incurred during a given period for goods and tangible property received and services performed that cause decreases in net financial resources, and an accrued expenditure would include those expenses incurred that have not yet been paid. Subrecipients must reasonably estimate accrued expenses based on what is to be paid, historical data, or some other reasonable methodology. Subrecipients must maintain documentation to support accrued expenses and the methodology used to determine the amount of accruals to be reported. Documentation can include actual invoices not yet paid.

Errors and Omissions

If a Subrecipient identifies an error or omission from a previous month's certified expenditure report, the Subrecipient must include the corrected amount(s) in the current month's expenditure report under current expenditures. A Subrecipient may not go back to a previous month to make a positive or negative correction as all such corrections must be made under current expenditures in the current month being reported.

Expenditure Requirements - Benchmark Targets

Subrecipients must ensure that each month's expenditures are at a reasonably acceptable level and should manage financial resources to meet the following expenditure benchmark targets for each month, from Month 3 to Month 10 inclusive, as applicable to funding streams contained within their individual contracts. Some variation may be allowed based on instructions from a contract manager who in response to Board or State instructions has directed a Subrecipient to emphasize a particular area of spending. Even in such cases, however, a Subrecipient must have a plan in place and the ability to spend all funds by the termination of the funding streams or the contract or by an earlier date if so indicated in writing in the contract document, the Financial Report, the funding stream budget in the Funds Tracking Summary, or by the assigned contract manager.

For each funding stream listed below and for others that may be included in a contract, H-GAC will be tracking expenditure rates monthly. A Subrecipient, whose rate of expenditure in a particular funding stream is considered less than acceptable by H-GAC, as indicated in writing by the assigned Contract Manager or other appropriate H-GAC personnel, may be subject to de-obligation of funds from that particular funding stream, thereby reducing the total contract value by the amount de-obligated. In general, H-GAC will expect a Subrecipient to be at a minimum of 90% of the target expenditure rate for all non-WIOA funds and a minimum of 85% for all WIOA formula allocated funds (Adult, Dislocated Worker, and Youth), subject to restrictions elsewhere specified and guidance and instruction from the assigned contract manager.



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For any other funding streams not specifically identified below, Subrecipient must be on target each month to spend 100% of its contracted amount by the contract end date or by the termination date of the applicable funding stream if that occurs prior to the contract termination date.

In any case, if a Subrecipient fails to expend funds at a reasonably acceptable level, H-GAC may, through unilateral action, de-obligate funds from the contract. H-GAC may also require the Subrecipient to implement a corrective action plan.

H-GAC may also de-obligate or rescind funds from a Subrecipient due to a reduction of funds or a Board determined need to alter priorities.

Fund	Month 3	Month 10	Target
WIOA Adult, Dislocated Worker, and Youth	December	July	amount corresponding to relative proportion of contract year, subject to additional constraints on spending by June 30 of a contract year
Child Care, Adult Education, and other grant funds	December	July	amount corresponding to relative proportion of contract year

Expenditure Requirements - WIOA Maximums by June 30

Unless otherwise agreed and specified in the Subrecipient's Funds Tracking Summary, a Subrecipient may expend by June 30 of the contract year no more than 75% of the WIOA formula funds budgeted in its contract for WIOA Youth, WIOA Adult and WIOA Dislocated.

New Funds Amended Into Contracts - Applicability of Expenditure Requirements

Unless otherwise specified in writing in an applicable contract amendment, any additional funds amended into a contract become subject to benchmark target expenditure rates sixty days after the amendment has been executed.

Unless otherwise specified in writing in an applicable contract amendment, any additional WIOA formula funds amended into a contract are immediately subject to the June 30 maximum expenditure limitations indicated above.

Limitation on Expenditures for Administration

By the contract closeout, a Subrecipient may not spend a larger proportion of administration dollars budgeted in any funding stream than the proportion of budgeted direct services funds that are actually spent in that same funding stream. For example, if only 70 percent of TANF



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Choices budgeted direct services funds are spent, Subrecipient may not spend more than 70 percent of budgeted TANF Choices administration funds.

This requirement is interpreted to include in the base for calculation of compliance any funding provided to a Subrecipient without administration dollars that is related to another funding stream and for which administration costs may be appropriately charged to that other funding stream. For example, there may be circumstances in which no administration dollars are provided with certain WIOA Statewide funding, but administration dollars provided in the primary WIOA funding streams may be used for administrative activities associated with provision of WIOA Statewide activities.

Specific questions as to what funds may be included under this provision should be addressed to the assigned contract manager.

Tracking Budgets, Expenditures and Obligations

Subrecipient must establish and implement procedures for budgeting and for tracking funds, expenditures, obligations, commitments and accruals. Subrecipient must ensure that its financial management system complies with the essential elements outlined in current Texas Workforce Commission *Financial Manual for Grants and Contracts*, which can be found at http://www.twc.state.tx.us/business/fmgc/fmgc_toc.html.

Subrecipient must establish and implement procedures for budgeting and for tracking funds, including expenditures, obligations, commitments, accruals, etc., by career office as well as for all offices and/or activities combined. H-GAC may require each career office Subrecipient to report by career office on a quarterly basis, and each career office Subrecipient must be able to report by career office on a quarterly basis.

Budget Line Item Variation

With certain restrictions, a Subrecipient may be allowed by its contract manager a variance on any budget line item without having to request and receive a contract budget amendment from H-GAC. The restrictions are that: (1) the overall budget in the contract, the overall budget in any funding stream, and the overall budget in any cost category may not be exceeded when using the variation; (2) any 15 percent variation in a line item budget is allowed only if it will have the result of being within any one cost category of any funding stream and is not permitted in circumstance where it will cause an adjustment between or among cost categories within a funding stream; (3) the variation is not permitted between or among funding streams; (4) the variation in a line item budget may never be used in any circumstance which would result in the increase of administration costs in the line item budget, or in any funding stream, beyond what has been approved in the original contract or in any formal amendment or modification to the contract; (5) the variation should not increase any personnel line item (including benefits), or



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indirect line item by any amount above the approved contract budget, as amended, without specific written approval from the contract manager; and (6) the variation may not be used in any circumstance that would alter the basic character of the services or activities that the Subrecipient is required to provide according to the approved Scope of Services to the contract. Any request for an exception to this policy must be justified by the Subrecipient in writing to the assigned contract manager and will require a formal amendment to the contract.

Any transfer among budget line, regardless of amount, that will result in a significant change in the character or scope of services provided under this contract, and particularly a significant reduction or limitation in customer services, will require prior written consent of H-GAC. Any such transfers undertaken without prior approval will be grounds for disallowance and recovery of unapproved expenditures and/or termination of a contract at the option of H-GAC.

H-GAC recognizes that some transfers between or among budget line items that are substantially different in absolute dollar size will likely cause at least one of the sending or receiving line items to vary by more than 15 percent. In such circumstances and to avoid any misunderstanding about the nature and intent of such transfers, the Subrecipient should request specific, written approval from the assigned contract manager.

Where required and in situations that do not violate the exceptions listed above, approvals for transfers between or among line items may be authorized via email by the assigned contract manager.

Cost Allocation Plan

Every Subrecipient is required to have a detailed cost allocation plan in place by the beginning date of a contract with H-GAC and to have furnished an exact copy of that plan to H-GAC no later than 30 days after the first effective date of a contract. Any changes to the cost allocation plan or methodology must be furnished to H-GAC within 10 days of the date of implementation of the change by a Subrecipient, and any changes to a cost allocation plan must be retroactive to the contract beginning date.

The cost allocation plan must present an acceptable rationale for how costs are to be allocated among the various funding streams and cost categories within each of the funding streams. It must present an acceptable rationale for how costs are allocated to a contract with H-GAC as opposed to any other funding sources available to a Subrecipient. Issues such as indirect costs, pooled costs other than indirect costs, direct charging of certain costs, shared facilities costs, other expenses charged to partners, etc., must be addressed in the cost allocation plan. The cost allocation plan must contain essential elements and detail as described in the Texas Workforce



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Commission *Financial Manual for Grants and Contracts (FMGC)* and it must contain a written, dated certification by an appropriate official of Subrecipient.

Unpaid Accruals at Closeout

Subrecipient must, as a part of the closeout package submitted to H-GAC, list all unpaid accruals at closeout. In general, all unpaid accruals must be paid within 45 days of the termination of the contract. Beginning 45 days after termination of the contract, unpaid accruals at closeout must be handled as follows:

All funds held by Subrecipient to pay vendors/sub-recipients must be returned to H-GAC along with a detailed description of each, including the:

- a. Vendor Name
- b. Amount
- c. Purpose
- d. Date of service or product delivery for which accrual was made.

Close Out Report

Each Subrecipient must submit an H-GAC Contract Close Out Report according to instructions and timetables issued by H-GAC. H-GAC will not recognize any request for payment on a contract that is submitted after the deadline for submission of the Contract Close Out Report, generally forty-five days after the termination date of the contract. The Contract Close Out Report must include any Program Income earned and expended in performance of the contract.

Close Out of Individual Funding Streams Prior to Full Contract Closeout

Because the contract may include funds from several different sources, some of which may expire earlier than the termination date of the full contract, H-GAC will require a Closeout Financial Report on the funding stream(s) that expire at dates earlier than the full contract. This final Closeout Financial Report for the early terminating funding stream may involve no more than a specially labeled column added to the financial report in order for Subrecipient and for H-GAC to be able to submit a final report for all additional expenditures occurring before the expiration of the funding stream. The report with the closeout column will be due to H-GAC no later than 45 days following the termination date of the funding stream.

Program Income

For all Subrecipients, other than for-profit Subrecipients, revenues above costs earned in the performance of services under a contract with H-GAC are considered program income as described in the TWC Financial Manual for Grants and Contracts. Program income (earned and expended) must be reported each month. Subrecipients shall disburse program income prior to requesting additional cash payments and keep accurate records for the tracking of all program income earned and expended under the terms of the contract. Subrecipient must report the total amount of program



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income earned and used on the Contract Close Out Report. A Subrecipient must understand and agree that any program income earned under the terms of a contract may be used solely for the furtherance of the Subrecipient's H-GAC sponsored program(s) and program income may only be used to support the particular program that generated it. The use of program income is limited to providing assistance to individuals who are eligible for services under applicable law in the funding stream/program that generated the program income. Program income is subject to all the requirements of law and regulation applicable to the funding stream generating it as if it were part of the originally approved contract.

A Subrecipient must understand and agree that the Subrecipient is liable to repay, and must repay to H-GAC upon demand, any program income earned under the terms of this Contract which has been determined through audit or investigation not to have been spent according to the provisions of this contract the TWC Financial Manual for Grants and Contracts and applicable laws, regulations, and OMB Cost Circulars.

Stand-In Costs

Stand-in costs are non-federal, non-state costs that *may under certain circumstances* be substituted, or allowed to ***STAND-IN***, for disallowed contract or grant costs *when certain conditions are met*. In order, even to be considered as stand-in costs, the proposed stand-in costs must meet the following criteria. The proposed Stand-In Costs:

- must have been allowable costs incurred under the grant, but not charged to the federal program (or any other program administered by H-GAC or the funding Agency)
- must not have been already reimbursed by any other state or federal grant
- must have been included within the scope of the audit
- must have been accounted for in the auditee's financial system
- may include cash match (expenditures of the organization used as match) that exceeds match requirements under the grant
- must come from the same year as the costs that were proposed to be replaced
- must not cause costs to exceed administrative or other cost limitations

Stand-in costs do not include in-kind match; uncompensated overtime; unbilled premises costs associated with fully depreciated publicly owned buildings; allocated costs derived from an improper allocation methodology; or discounts, refunds or rebates.

There can be no guarantee that proposed Stand-in costs will be allowed to replace any disallowed costs of a Subrecipient, but unless the criteria above are met and unless the proposed Stand-in costs are reported on the Financial Report form, there is no possibility of using Stand-in costs to replace disallowed costs.



Contract Management Policies and Procedures

Advances

H-GAC may authorize contract advances or the use of cash needs projections to certain Subrecipients, if the legislation and the federal and/or state regulations governing the grant and/or funding stream permit their use by H-GAC and its Subrecipients.

Payments to Subrecipients are to be in accordance with terms and conditions of their contracts, which are typically on a reimbursement basis. Where cash flow is a problem for a Subrecipient, H-GAC may authorize either one of two courses of action to assist a Subrecipient.

The first and preferable method is to have the Subrecipient once monthly project cash needs into the future with an indication of the date and time funds will be needed by the Subrecipient in order to meet its financial obligations and simultaneously to avoid having excess cash on hand. If applicable, H-GAC will draw cash several times monthly from the funding source to coincide with cash needs of the Subrecipient as they are reported on an additional report during the month. The expenditure report due on the ninth as indicated above must be submitted and must contain a reconciliation of expenditures to cash. In addition, once monthly, the Subrecipient must submit an analysis of cash on hand for the previous month, and the Subrecipient is subject to on-site review of all back-up documentation pertaining to expenditures, cash draws, and cash balances on hand. Specifics of this method will be determined in negotiation with an individual Subrecipient. Repeated findings of excess cash on hand and/or abuse of this method for assistance to a Subrecipient will cause H-GAC to revert back to a cost reimbursement only method and/or the imposition of the sanctions set forth in the Special Contract Provisions.

The second and least preferred method of assisting a Subrecipient is through a cash advance. When an advance is permitted, a Subrecipient must meet certain conditions. Those conditions are:

1. The Subrecipient must have and must maintain sufficient financial systems to adequately account for all funds awarded and advanced.
2. As a prerequisite, the Subrecipient must provide to the contract manager a **written statement or letter that demonstrates or justifies a legitimate business need for advance funds**, and the contract manager must approve **in writing** the provision of the advance.
3. The Subrecipient must request the advance on an approved financial report form submitted to H-GAC.
4. An advance may not exceed 1/12 of the total contract amount or 1/12 of any individual funding stream included within the contract.
5. Unless specific alternative arrangements are approved **in writing** by appropriate H-GAC staff, the advance must be completely re-paid by January 31, the last day of the fourth month after the effective beginning date of October 1 of the same contract year. For



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contracts beginning on some other date, the advance must be completely re-paid by the 120th day after the effective beginning date of the original contract.

In every case and regardless of any exceptions made to the advance repayment deadline, the advance must be liquidated by the end of the performance period. In no case may the total cash payment to a Subrecipient, defined as the sum of any advance(s) and any reimbursements made for expenditures under the contract, ever exceed the face value of the contract. Subrecipients who have demonstrated a history of excess cash on hand may be ineligible for an advance. Also, regardless of any other circumstances, H-GAC reserves the right at any time and for any reason to demand reimbursement of any outstanding advances to any Subrecipient. A Subrecipient requesting an advance must submit requests for an advance to coincide with immediate cash needs and must ensure that no excess cash is on deposit in the Subrecipient's accounts or the accounts of any of its vendors or subcontractors. Excess cash is defined in the *TWC Financial Manual for Grants and Contracts*. H-GAC may unilaterally change the method of payment from advance to reimbursement if H-GAC determines that a Subrecipient has maintained excess cash or if H-GAC identifies a material deficiency, as defined in the *TWC Financial Manual for Grants and Contracts*, in the cash controls or financial management system maintained by a Subrecipient. If a Subrecipient fails to follow the requirements for advances, the situation may result in funds being provided to that Subrecipient through a reimbursement process only and/or the imposition of the sanctions set forth in the Special Contract Provisions.

Fiscal Integrity Evaluation

Subrecipient must have financial processes and controls in place to safeguard H-GAC and Workforce Solutions financial resources provided to the Subrecipient. The Board's staff or the Board's financial monitor will conduct a fiscal evaluation to determine Subrecipient compliance with requirements contained in the federal regulations, applicable Office of Management and Budget circulars, state statutes, the Workforce Commission's directives, and Workforce Solutions policy. Based on the contract amount, the evaluation will be conducted every year or every other year prior to the final award or renewal of the contract. The evaluation may include the Subrecipient's prior three-year financial history before an award or renewal is made. H-GAC or its representative will review how well the Subrecipient safeguarded fixed assets and properly accounted for program income. During the evaluation, H-GAC will also review the Subrecipient's adverse findings including sanctions, judgments, disallowed and questioned costs, audit and monitoring findings, and the Subrecipient's actions to resolve those issues.

Fiscal Integrity Review

Gulf Coast Workforce Board staff ensure that current and new Subrecipients which have a subrecipient type agreement in nature with H-GAC, receive a fiscal integrity review as indicated.

- Contracts under \$100,000: Fiscal indicators are verified prior to the award of the contract and at each renewal of the contract



Contract Management Policies and Procedures

- Contracts between \$100,000 and \$500,000: Fiscal indicators are verified prior to the award of the contract, at each renewal of the contract, and not less than biennially
- Contracts over \$500,000: Fiscal indicators are verified prior to the award of the contract, at each renewal of the contract, and not less than once annually.

Fiscal integrity reviews for current active Subrecipients which have a subrecipient type agreement with H-GAC shall include a desk review of the following items:

- Most recent Workforce Solutions Gulf Coast contracted financial monitoring ^{*1}
- Most recent independent audit or certified financial statements
- Debarment status

Fiscal integrity reviews for new Subrecipients which have a subrecipient type agreement with H-GAC shall include a desk review of the following items:

- Most recent independent audit or certified financial statements
- Debarment status
- Financial policies and procedures ^{*2}
- Appropriate bonding and insurance ^{*2}
- Cost allocation plan ^{*2}

*^{*1} The fiscal integrity evaluation required by 40 TAC §802.21 can be accomplished by relying on the work of other reviews, audits, or examinations, to the extent that such work meets the rule's stated objectives and requirements.*

*^{*2} New Subrecipients may be granted up to 30 days into the contract period to provide fiscal integrity documentation if approved by the Contract Manager.*

Salary Limitation

Effective June 15, 2006, Public Law 109-234, Section 7013, contains certain limits on salary and bonus compensation for individuals who are paid in whole or in part by funds appropriated originally to the US Department of Labor, Employment and Training Administration (DOL-ETA) and provided to recipients and sub-recipients. The limitations apply to salary and bonus payments to an individual whether such salaries and bonuses are paid directly from funds appropriated originally to the DOL-ETA or are paid partly or wholly through an indirect cost plan or other cost pool arrangement that is in any part funded using such funds. The limitation has been interpreted by DOL-ETA to limit the annualized **rate** of pay, and the limitation on salaries and bonuses was set at a rate equivalent to no more than Federal Service Executive Level II, raised to \$192,300 effective January 2019. A salary table providing this rate is listed on the Federal Office of Personnel Management website at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2019/EX.pdf>



Contract Management Policies and Procedures

For those whose salary and bonuses are only partially compensated with DOL-ETA funds, the limitation has been interpreted to apply as if the annualized rate of pay has been applied to that portion of the salary paid with DOL-ETA funds. For example, if 25 percent of an employee's time is attributable to work performed under grants covered by the provisions in the law, and the annual Executive Level II amount is \$187,000 no more than \$46,750 can be charged to the DOL-ETA grant funds during the year. Per cost principles contained in applicable OMB cost circulars, any excess rate of pay during that time that may not be charged to DOL-ETA grant funds also **MAY NOT** be charged to any other federal grant regardless of agency source. Other situations such as part-year salary and bonus compensation will also require a calculation adjustment to account for the fact that the limitation applies to **RATE** of pay over a 12 month period.

The limitation does not apply to benefits that are not salary and bonuses. For example, fringe benefits, insurance premiums or pension plans paid by a recipient or sub-recipient are not included in the salary limitation calculation.

Workforce Solutions Bonus / Merit Raise Policy

With prior written approval from its H-GAC contract manager, Subrecipient may reward employees by providing performance-based bonuses and merit raises. Merit raises and bonuses must be reasonable. A cost is considered reasonable if it does not exceed that which would be incurred by a prudent person under normal conditions. The reasonableness of costs must be examined with particular care for organizations that receive the majority of their funding from federal funds. Considerations for cost must include, but are not limited to, whether:

- The cost is generally recognized as ordinary and necessary for the operation or the performance of a contract receiving federal funds,
- The individuals concerned acted with prudence in the circumstances considering their responsibilities to the H-GAC and the state and federal government, its employees, and the public at large, and
- Sound business practices were a factor in establishing the cost.

Subrecipient must project the amount for bonuses and merit raises and establish a separate line item for the expected cost in the budget. Subrecipient may spend money from the bonus/merit raise line item only after its bonus/merit raise plan has been approved by its contract manager and

the Subrecipient has met performance measures reflected in the its merit raise/ bonus plan.

H-GAC will typically establish two times or more during the contract year to review a Subrecipient's achievement of those specified measures.



Contract Management Policies and Procedures

At a minimum, when establishing a bonus policy, Subrecipient must:

- Ensure that bonuses are reasonable in cost and are based on a percentage of the employee's base salary.
- Develop and document the policy.
- Identify positions eligible to receive bonuses and ensure that persons conducting similar work are eligible to receive bonuses.
- Inform staff in advance about the availability of bonuses and how bonuses may be earned.
- Specify how and when bonuses will be distributed (such as, quarterly, semiannually or annually).

Costs associated with bonuses and merit raises are allowable if they are reasonable and are consistent with compensation paid to other employees who perform similar work in the organization.

Food

Food purchases made with Workforce Solutions funds are limited. Subrecipients must exercise discretion and good judgment when making a decision to spend money for food.

Purchasing food with Workforce Solutions funds is generally not allowable. Subrecipients may not use Workforce Solutions funds to buy food for job fairs, open houses and routine or regular staff meetings. Subrecipients may not use Workforce Solutions funds to buy food for their own boards of directors, for Subrecipient social events, or similar kinds of events, including any events where there is a social component or entertainment of any kind. Subrecipients may not use Workforce Solutions funds to purchase alcoholic beverages, to buy or furnish entertainment or to buy any other related items or services explicitly disallowed by applicable federal and state laws and regulations. A Subrecipient may use Workforce Solutions funds to purchase food on rare occasions if the purchase is necessary, reasonable, allocable to a benefiting funding stream, and allowable as a part of a work-related training event. Proper documentation of any and all such food purchases must be maintained by the Subrecipient.

Board staff will not pre-approve expenditures for food. The Board may disallow an imprudent or unallowable expenditure that is questioned during financial monitoring or an audit.



Contract Management Policies and Procedures

Travel Reimbursement Rates

Effective January 1, 2020

Motor Vehicle Mileage
As established by State Comptroller-currently 57.5 cents per mile
Air Fair
Lowest Available Rate
Meals and Lodging for 2020-2021
Meal and lodging reimbursement for both in and out-of-state travel will be determined using the General Services Administration federal travel rates. These rates are listed on the State of Texas Comptroller of Public Accounts website: https://fmxcpa.state.tx.us/fm/travel/travelrates.php
<ul style="list-style-type: none"> The rate for in-state locations not specifically listed will be \$96 for lodging and \$55 for meals. For both in and out of state travel, an employee may reduce his meal claim and use the amount of this reduction to increase the maximum lodging rate.
<i>Reminder: The reimbursement of lodging and meals is based on <u>actual expenses</u> up to the maximum per diem allowed.</i>
Miscellaneous Allowable Expenses (receipt required for each)
<i>Car Rental</i> - Requires justification, compact car only, actual business expense including gas
<i>Taxi</i> - Actual business expense
<i>Parking</i> - Requires justification, actual business expense
<i>Telephone or Internet</i> - Requires justification, actual business expense
<i>Tolls</i> - Actual business expense
<i>Hotel Occupancy Taxes</i> - Actual business expense
<i>Sales and Use Taxes</i> - Actual expense, if applicable
<i>Cancellation Charges</i> - Requires justification, actual business expense
Unallowable Miscellaneous Expenses
Alcohol, Entertainment, Tips and Gratuities

• As a result of House Bill 605, 81st Legislature, Regular Session, the Comptroller's office will no longer publish the Texas Mileage Guide effective January 1, 2010. Employees may calculate the number of miles traveled by using their vehicle odometer reading or a mapping Web site.

Federal Travel Per Diem Guide

- http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC



Contract Management Policies and Procedures



NOTICE OF INVENTORY TRANSFER

To be completed by manager requesting transfer

Equipment Description: _____

Serial No.: _____ H-GAC Asset # _____

Organization initiating move: _____

Date notice sent: _____

Date of anticipated move: _____

Moving from (Site Location Address): _____

Moving to (Site Location Address): _____

(forward copies to H-GAC Workforce Contract Management & manager at location of equipment)

To be completed at time of equipment moves

Signature of career center manager releasing equipment _____

Initials of person moving the equipment _____

Date _____

Signature of career center manager receiving equipment _____

Date _____

(forward copy of fully completed form to Workforce Contract Management at H-GAC)

WORKFORCE SOLUTIONS INVENTORY AND EQUIPMENT MANAGEMENT
NOTICE OF INVENTORY TRANSFER REVISED 11/1/02

Wo:
Revised 9/12/2019

*Workforce Solutions is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.
Relay Texas Numbers: 1-800-735-2989 (TDD) 1-800-735-2988 (Voice) or 711*

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Contract Management Policies and Procedures

III. Subcontracts

Subrecipient must follow guidelines issued by H-GAC for writing subcontracts. Subrecipient may use its own form for a contract agreement as long as that form includes all required sections and adequately covers all other elements necessary, as described in the General Contract Provisions or in the Special Contract provisions.

H-GAC retains the right to review and approve each and every subcontract written by Subrecipient under this contract prior to execution of the subcontract.

Subrecipient will not subcontract with any corporation that is unable to certify that either it is current in state franchise taxes, pursuant to Article 2.45, Texas Business Corporation Act, or that it is a non-profit corporation. Further, prior to entering into a subcontract, Subrecipient shall obtain the assurance of any sub-f that sub-contractor is current in Unemployment Insurance taxes, Payday and Child labor Law monetary obligations, and Proprietary School fees and assessments, and has no outstanding Unemployment Insurance overpayment balance. Subrecipient shall not contract with any entity debarred from conducting business with the State of Texas.

In any request for proposals, bid solicitations, press releases, statements, and other documents describing projects or programs funded in whole or in part with federal funds, all Subrecipients will state the dollar amount and percentage of the total costs of the program or project to be financed with those federal funds, and the dollar amount and percentage of the total costs of the program or project to be financed by non-governmental sources.

All Subrecipients will include the substance of the following sections from the Special Contract Provisions in all subcontracts:

Section 3	Compliance with Law/Order of Precedence
Section 4	Contract Obligations
Section 5	Sanctions or Remedial Measures
Section 8	Retention and Accessibility of Records
Section 12	Subcontracts
Section 14	Prevention of Fraud and Abuse
Section 15	Prevention of Conflicting Interests
Section 16	Patent Rights
Section 18	Rights in Data
Section 22	Services Provided by Charitable, Religious or Private Organizations
Section 23	Non-assignment



Contract Management Policies and Procedures

If the Subrecipient is a government entity, institution of higher education, hospital or other non-profit organization, the following Articles from the General Contract Provisions also apply:

Article 1	Legal Authority
Article 5	Scope of Services
Article 9	Non-Funding Clause
Article 11	Repayment
Article 12	Subcontracts
Article 13	Audit
Article 16	Changes and Amendments
Article 17	Termination
Article 22	Non-Discrimination and Equal Opportunity

If the Subrecipient is a for-profit organization or a consultant, the following Articles from the General Contract Provisions also apply:

Article 1	Legal Authority
Article 5	Scope of Services
Article 9	Non-Funding Clause
Article 11	Repayment
Article 12	Subcontracts
Article 13	Changes and Amendments
Article 14	Termination
Article 16	Copyrights
Article 20	Non-Discrimination and Equal Opportunity

Subrecipients must make timely payments to subcontractors and vendors for properly invoiced goods and services provided to or on behalf of the Subrecipient. Subrecipient must cooperate in all efforts to resolve any discrepancies or concerns with any disputed billings.

Subrecipient shall ensure that the performances rendered under all subcontracts are rendered so as to comply with all the terms and provisions of this Contract as if the performances rendered were rendered by the Subrecipient. All subcontracts are subject to applicable federal and state laws, TWC issuances, and H-GAC policies as included in the Standards and Guidelines, Issuances, correspondence or other means of communication.



Contract Management Policies and Procedures

IV. Bonding, Insurance and Other Methods of Securing Funds to Cover Losses

1. Subrecipient must obtain, prior to the receipt of funds under this Contract, and maintain, throughout the term of this Contract, a fidelity bond sufficient to cover at least 10% of the total contract amount. Public colleges and are not required to submit a fidelity bond. The Subrecipient must ensure that a bond is executed by a corporate surety or sureties holding certificate(s) of authority to conduct business in the state of Texas. The Subrecipient must also ensure that the company is not in receivership, bankruptcy or some other status which would jeopardize the ability to draw upon the policy. Subrecipient must immediately contact its Subrecipient manager should the bond be reduced or canceled. In the event the fidelity bond is canceled or reduced, H-GAC will not make any further payments to Subrecipient until Subrecipient assures H-GAC that adequate coverage has been obtained. To the extent required by law, H-GAC shall be included as the loss payee on all bonds and certificates of insurance issued to Subrecipient as a result of compliance with this provision.
2. Escrow of funds may be used to secure funds provided that the funds placed in escrow require the signature of persons other than the person(s) authorized to sign Workforce Solutions contract and the funds do not lapse due to requirements for timely expenditure of funds and the provision does not conflict with any other contract provision, state rule or statute for timely expenditure of funds. The Subrecipient must ensure that the escrow account balance is maintained to cover at least 10% of the total contract amount, that the method of securing funds has not been withdrawn, drawn upon, obligated for another purpose or is no longer valid for use as the method of security.
3. To the extent required by law, Subrecipient must provide general liability insurance in amounts sufficient to protect Workforce Solutions equipment and facilities. H-GAC must be named as the insured party in any certificate of insurance issued to Subrecipient in compliance with this provision.
4. As required by the Master Contract between the Houston-Galveston Area Council and the Texas Workforce Commission, Subrecipient must acquire and maintain “errors and omissions” insurance, or the equivalent, as well as other forms of insurance required by state or federal law or regulation.
5. Subrecipient shall acquire and maintain provision for worker’s compensation benefits in the case of a work experience or work training position in which worker’s compensation law applies to the customer in that position. The worker’s compensation benefits must be available for injuries suffered by customers in such positions. If worker’s compensation law does not apply to a customer in such a position, other appropriate insurance coverage



Contract Management Policies and Procedures

must be secured for injuries suffered by a customer in the course of activity in the position.

6. To the extent required by law, Subrecipient will obtain and maintain throughout the term of this contract any other such insurance coverage as may be required by H-GAC or the Texas Workforce Commission Financial Manual for Grants and Contracts. H-GAC shall be included as the loss payee on all certificates of insurance issued to Subrecipient in compliance with this provision.
7. Subrecipient must ensure that insurance and bonding requirement apply to any subcontracts covered by this contract.
8. Subrecipient must submit proof of bonding, insurance and other methods of securing funds and protecting Workforce Solutions resources to the contract manager. Subrecipient is also responsible for reporting any changes in circumstances regarding the method of securing or protecting funds and resources under its control.
9. Subrecipient must ensure that funds which exceed the amount protected by FDIC insured accounts are protected by bank collateral securities.

V. Information Systems

There are multiple information systems into which Workforce Solutions staff enter and retrieve customer data. The accuracy and timeliness of the data entered is essential to our customer service and Subrecipient accountability. Subrecipient must ensure staff have access to the appropriate information systems and safeguard these information systems from unauthorized access or use.

Data Entry

Subrecipient must ensure staff update customer records on the same day staff have knowledge of recordable action or information. Inherent in this requirement is the understanding that staff maintain frequent contact with customers according to customer's circumstances and the services Workforce Solutions is providing to the customer.

Data entered into any of Workforce Solutions information systems must be accurate and reliable. Every service recorded in any of Workforce Solutions information systems must reflect the date the customer began to receive the service and the date that service ended.

Subrecipient must monitor and review customer records for data integrity. H-GAC will report data entry deficiencies or inaccuracies to Subrecipient. Subrecipient must take steps to correct data in the time frames requested and ensure that:

- Customer data is entered into the appropriate database



Contract Management Policies and Procedures

- Customers are eligible for fund(s) used to provide services
- Customers are enrolled in the appropriate service prior to expending funds on their behalf

Security

Subrecipient must comply with:

- Workforce Solutions Information Security Standards and Guidelines posted on wrksolutions.com
- Workforce Solutions Issuances or Memoranda concerning this subject

Subrecipient will maintain the confidentiality of any Personally Identifiable Information (PII) that identifies or may be used to identify a customer. This applies to both printed and electronic PII.

Individually identifiable information obtained from the Unemployment Insurance system, including wage records, and from WorkInTexas is not public information for the purposes of the Texas Public Information Act.

Subrecipient shall control logical and physical access to all information resources, hardware and software, residing in public access areas. Subrecipient shall develop and maintain a disaster recovery plan for its own computing resources. The plan should cover all relevant platforms – personal computers, local area networks, workstations, and midrange systems as appropriate. Disaster recovery activities should include data backup, local area network recovery testing, and contingency planning functions for all local data.

All users of Workforce Solutions information systems are required to execute an Information Resources Usage Agreement annually. The signed agreement provides written acknowledgment that staff received, read, and understand Workforce Solutions security policies and procedures. Staff must also complete state on-line training for information security and fraud prevention and detection annually. Users who do not comply will lose their rights to access the secure information sources. H-GAC will make reasonable efforts to verify compliance before removing access rights.

To control and safeguard access to these systems H-GAC requires Subrecipients to notify H-GAC's Information and Security staff concerning changes to and revocation of staff access to Workforce Solutions information systems. Notifications must be sent to H-GAC no later than the day of the change.

Connectivity

Subrecipient is responsible for purchasing (with proper approvals and procurement) and maintaining computers and related technical software and hardware to establish and maintain

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Revised 9/12/2019

Workforce Solutions is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.
Relay Texas Numbers: 1-800-735-2989 (TDD) 1-800-735-2988 (Voice) or 711



Contract Management Policies and Procedures

connectivity with H-GAC's Workforce Solutions Wide Area Network according to H-GAC's requirements and specifications.

VI. Quality Assurance

The Board will use designated staff to review Workforce Solutions operations following the *Monitoring and Oversight Standards and Guidelines*. This monitoring system includes:

- Desk reviews of data base records
- On-site visits to review operations, records, and accessibility
- Financial monitoring by Board staff or others designated by the Board
- Corrective action / resolution process / follow-up reviews when problems are identified
- Reports of monitoring results
- Subrecipient participation, as requested by Board staff, in the Board's Quality Assurance Regional Monitoring Team. Members will consist of staff from career office, employer service, payment office and other Subrecipient staff. The group will perform full monitoring reviews of Workforce Solutions operations.

Internal Monitoring

At the beginning of each program year, Subrecipient will submit an annual risk assessment to the contract manager for each office operated by the date specified. Subrecipient will also submit an internal monitoring plan and a schedule for self-monitoring to address the following areas.

- Compliance with laws, regulations, contracts, standards and guidelines
- Fraud and abuse policy
- Complaint policy
- Electronic files and paper files use and retention

Subrecipient shall monitor according to the schedule agreed upon with contract manager and submit reports on self-monitoring visits to the contract manager and Quality Manager within 30 days of the monitoring.

Workforce Solutions Nondiscrimination and Equal Opportunity Provisions

Subrecipients should be aware that WIOA nondiscrimination and equal opportunity provisions at 29 CFR §32.14:

1. Require scheduled reviews of job qualifications and job descriptions to ensure that "to the extent job qualifications tend to exclude handicapped individuals because of their handicap, they are related to the performance of the job and are consistent with business necessity and safe performance".
2. Subrecipients are responsible for this review for their employees, while the Financial Aid Payment Office (FAPO) is responsible for the review of scholarship occupations provided to customers.



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3. Results of these reviews must be submitted to the Equal Opportunity Officer during annual reviews.

Policy on Repeat Findings

The Gulf Coast Workforce Board expects its Subrecipients to deliver quality service while meeting the Board's franchise and contract requirements. When independent auditor, Board, or Regional Quality Assurance Group reviews identify findings of noncompliance, the Board expects its Subrecipients to resolve those findings and correct problems promptly within the requested time frame.

The Board may levy sanctions against a Subrecipient when there is a repeat finding of non-compliance or when an initial finding is so severe that the Board staff and/or the Audit and Monitoring Committee has reasonable concerns regarding the Subrecipient's compliance with program requirements or its financial stability. Sanctions may include any of the options available under the Board's contract, including contract termination.

VII. Customer Complaints

Subrecipient will make sure that Workforce Solutions posters informing and instructing applicants on complaint procedures are posted in every office in clear and open view of public traffic.

Subrecipient will follow the steps outlined for notifying customers of the complaint process, filing a complaint, and processing a complaint listed in the *Discrimination Complaint Processing* section of the *Equal Opportunity Standards and Guidelines* and the *Complaint Processing Standards and Guidelines*.

VIII. Facilities

Acquiring / Moving Facilities

Subrecipient must justify a move from the current location to another one by demonstrating necessity and benefit to customers. Subrecipient must submit a proposal to move an office to its contract manager at least 120 days prior to the planned move date.

An accessibility review must be completed to ensure facilities are compliant with physical accessibility requirements specified in the 2010 ADA Standards for Accessible Design and 2012 Texas Accessibility Standards. If physical accessibility issues are identified, they should be corrected prior to signing a new lease or lease renewal, or costs for modifications should be negotiated into the lease.

Resource Room Equipment



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Subrecipient is responsible for purchasing (with proper approvals and procurement) and maintaining computers and related technical software and hardware to meet requirements in the management information systems established in Workforce Solutions Standards and Guidelines for client access to specified information and services in the Resource Room at each career office.

Subrecipient is also responsible for purchasing (with proper approvals and procurement) and maintaining assistive technology and auxiliary aids that meet established minimum accessibility requirements for each career office.

H-GAC will provide technical assistance and general information. Installation, updating, ongoing maintenance, and continued connectivity to required systems are the responsibility of the Subrecipient, either through having staff assigned for that purpose or through contracting for the technical expertise to achieve that purpose.



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X. Attachments

Attachment 1: Non-Child Care Cost Category Descriptions

The following descriptions identify types of costs that are reportable in expenditure cost categories for funding streams other than Child Care and Adult Education and Literacy. The funding stream acronyms used below are defined at the end of this attachment.

Administration Costs (WIOA, Wagner-Peyser ES, SNAP, NCP, TRA, TANF)

Administrative costs to be reported in this line item/cost category are those administrative costs incurred by sub-recipients are under the Uniform Administrative Requirements and the State of Texas Single Audit Circular in Part IV of the Uniform Grant Management Standards (UGMS). Also, include such costs if they are incurred by a lower-tier sub-recipient.

The administration costs that should be reported in this cost category are those necessary costs incurred for the overall administration and management of contracted services. Administration costs include:

- Accounting, financial management, budgeting, cash management, property management, procurement and purchasing, payroll, and personnel management functions.
- Monitoring and audit (including internal audit) functions, and coordinating the resolution of findings arising from audits, reviews, investigations, and incident reports.
- Fraud and abuse units.
- General legal services functions (and litigation).
- Information systems related to administrative functions, including purchase, system development, and operations.
- The portion of salaries, wages, fringe benefits, staff training, supplies, postage, travel, equipment, facilities, utilities, and other costs required for administrative functions of the program.
- Continuous improvement activities of administrative functions.
- Development of program plans, budgets, and schedules, except for that portion of costs allocable to WIOA.
- Conducting public relations activities directed at state and local officials and the general public and not related to program outreach and required informing processes.
- Preparing reports and documents.
- Profit or fee earned that is associated with administrative functions; i.e., such profit or fee should be allocation among cost categories in proportion to the allocation of pre-profit costs among those cost categories.

Exclude the following from administration for the WIOA funding streams only:

- The development of program plans, budgets, and schedules.
- Negotiating Memorandums of Understanding and other program level agreements.
- Monitoring program for compliance with program requirements.



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Monitoring Costs (Wagner-Peyser ES, SNAP, NCP, TRA, TANF) (Exception: WIOA Program Monitoring)

Monitoring costs (other than WIOA direct services program monitoring costs) are the costs of monitoring delivery of direct services or projects to determine whether:

- There is compliance with applicable laws, regulations and other requirements;
- Performance goals are achieved; and
- Expenditures have been made against applicable cost categories and within applicable cost limitations.

Expenditures reported in this cost category count against applicable administrative cost caps.

Examples of monitoring activities include periodic system-wide, programmatic and fiscal monitoring reviews of programs, and the associated reporting and resolution of findings. For purposes of this policy, monitoring does not include on-going control activities that are built-in to daily activities, such as supervisory or on-going case file/quality assurance reviews, which should be classified according to the nature of the function being reviewed (e.g. the costs of ongoing quality assurance reviews of case files are programmatic costs because such reviews are a control activity with the purpose of ensuring that clients receive appropriate services and that required supporting documentation is maintained on file).

Information Systems (TANF, NCP)

Information systems costs are those costs incurred under TANF Choices for non-administrative information technology systems (including costs directly associated with development, maintenance, support, and operations) used for tracking and monitoring participant data required by or under Title IV Part A of the Social Security Act. This reporting category is to be used by all Board Subrecipients with TANF Choices funding that are sub-recipients (Career office operators and non-Career Office operators and any lower-tier sub-recipients).

This category must not include non-systems costs. Therefore, do not include costs that are indirectly associated with such systems; e.g., rent and utility costs must not be included in this category, because such costs are not directly associated with development, maintenance, support, and operation of information technology systems. Personnel costs for data entry clerks, statisticians, and report writers must not be included; however, do include salary and wage costs for personnel who develop, maintain, support, and operate the system.

Career Services (WIOA, Wagner-Peyser ES, SNAP, NCP, TANF)

Includes career services described at 20 CFR §678.430, as allowable under grant funding for which this category is available, and staff and operating costs associated with expenditures



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reported in direct program and support services cost categories. Also report in this cost category, facilities, utilities, and similar costs associated with programmatic-type activities.

Career services:

The term “career services” replaces “core” and “intensive” services, as authorized by WIOA. There are three types of career services: basic career services, individualized career services, and follow-up services. These services can be provided in any order; there is no sequence requirement.

The three categories of career services are defined as follows:

Basic Career Services:

- Determining whether the individual is eligible to receive assistance
- Outreach, intake (including identification through the state’s Worker Profiling and Reemployment Services system of unemployment insurance (UI) claimants likely to exhaust benefits), and orientation to information and other services available through the Texas workforce system
- Initial assessment of skill levels, including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and support service needs
- Labor exchange services, including:
 - job search and placement assistance; and
 - when needed by an individual, career counseling, including:
 - provision of information on in-demand industry sectors and occupations (as defined in WIOA §3(23)); and
 - provision of information on nontraditional employment (as defined in WIOA §3(37))
- Provision of referrals to and coordination of activities with other services and other workforce development activities
- Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including:
 - job vacancy listings in labor market areas;
 - information on job skills necessary to obtain the vacant jobs listed; and
 - information relating to local in-demand occupations and the earnings, skill requirements, and opportunities for advancement in those positions;
- Provision of performance information and program cost information on eligible providers of training services
- Provision of information about how the workforce area is performing on local performance accountability measures, as well as any additional performance information relating to the area’s workforce delivery system
- Provision of information relating to the availability of support services and assistance, and appropriate referrals to services and assistance, including: child care; child support; medical or child health assistance available through the state’s Medicaid program and Children’s



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Health Insurance Program; benefits under the Supplemental Nutrition Assistance Program (SNAP); assistance through the Earned Income Tax Credit; housing counseling and assistance services sponsored through the U.S. Department of Housing and Urban Development; and assistance under a state program for TANF and other support services and transportation provided through that program

- Assistance in establishing eligibility for financial aid assistance not provided under WIOA
- Provision of information and assistance regarding filing claims under UI programs, including meaningful assistance to individuals seeking assistance in filing a claim.
- Meaningful assistance means providing assistance:
 - on-site using staff who are properly trained in UI claims, filing, and/or the acceptance of information necessary to file a claim; or
 - via phone or other technology, as long as the assistance is provided by trained and available staff in a timely manner.

Note: The costs associated with providing meaningful assistance may be paid by WIOA Adult, Dislocated Worker, Wagner-Peyser Employment Service, or some combination of these funding sources.

Individualized Career Services:

- Comprehensive and specialized assessments of the skill levels and service needs of individuals, which may include diagnostic testing and use of other assessment tools and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals
- Development of an individual employment plan to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve his or her employment goals, including the list of, and information about, eligible training providers
- Group and/or individual counseling and mentoring
- Career planning (e.g., case management)
- Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment or training; in some instances pre-apprenticeship programs may be considered as short-term prevocational services
- Internships and work experiences that are linked to careers
- Workforce preparation activities that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, training, or employment
- Financial literacy services
- Out-of-area job search assistance and relocation assistance
- English language acquisition and integrated education and training programs



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Follow-up Services:

Follow-up services must be provided as appropriate to customers placed in unsubsidized employment, for up to 12 months after the first day of employment. Counseling about the work place is an appropriate type of follow-up service.

Note: The listings above are provided to indicate the types of activities that are associated with this cost category. However, note that not all of the activities listed above are allowable under the authorizing legislation and/or implementing regulations for all of the funding streams for which this reporting category is available—i.e., different activities are authorized for different funding streams. For each funding stream, only include expenditures for activities that are allowable, or at least not expressly unallowable, under that particular funding stream.

Financial Aid: Education & Training -- Direct Services (WIOA, SNAP, NCP, TRA, TANF)

This reporting category includes all costs of education and training activities necessary for obtaining employment, including costs of the following services as allowable under grants for which this category is available:

- Secondary education leading to a high school diploma;
- Course of study leading to a General Educational Development credential;
- Basic skills and literacy;
- English proficiency;
- Vocational education for up to 12 months, which prepares participants for employment in current or emerging occupations that do not require a baccalaureate or advanced degree;
- English as a second language;
- Adult education;
- On-the-job training and customized training; and
- Other allowable education and training services not listed above (excluding WIOA Youth activities that are reportable under Direct Services - Career Services).

Note: The listings above are provided to indicate the types of activities that are associated with this cost category. However, note that not all of the activities listed above are allowable under the authorizing legislation and/or implementing regulations for all of the funding streams for which this reporting category is available—i.e., different activities are authorized for different funding streams. For each funding stream, only include expenditures for activities that are allowable, or at least not expressly unallowable, under that particular funding stream.

Financial Aid: Support Services - Transportation (WIOA, WSA, SNAP E&T, NCP, TANF)

Costs to be reported in this category include all allowable transportation support services for funding streams for which this category is available, including transportation expenses for



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Choices clients that are otherwise reportable as Non-recurring short-term services (e.g., car repairs or transportation provided for four months or less).

Exclude transportation expenditures that are used as match for a transportation project, such as JARC.

Report such expenditures in the Support Services, such as, JARC Transportation cost category.

Also, exclude any transportation that is TANF Assistance (e.g., provided to unemployed persons for five months or more).

Costs to be reported in this category include all allowable transportation support services for grant contracts for which this category is available, including transportation expenses for Choices customers that are otherwise reportable as Non-Recurrent Short-Term Services (e.g., car repairs or transportation provided for four months or less).

Exclude transportation expenditures that are used as match for a Job Access and Reverse Commute (JARC) project. Report such expenditures in the Support Services - JARC Transportation cost category. Also, exclude any transportation that is considered Assistance under the TANF program (e.g., provided to unemployed persons for five months or more). This means that this category must be used to report expenditures for transportation support services and post-employment transportation services for the following individuals, unless the expenditure will be used as match for a JARC project:

- Unemployed Choices eligible or Choices participants for whom the transportation:
 - is designed to deal with a specific crisis situation or episode of need;
 - is not intended to meet recurrent or ongoing needs; and
 - will not extend beyond four months; and
- Employed Choices eligible or Choices participants.

Financial Aid: Support Services - JARC Transportation (WIOA, WSA, SNAP, NCP, TANF)

This cost category includes all program expenditures used as match for a JARC project. If the transportation expenditure will be used as match for a JARC project, report it in this category.

Do not include an expenditure reported under this category in *Financial Aid: Support Services - Transportation*.

Work Experience (WIOA Youth)

Only for WIOA Youth, paid and unpaid work experiences that have as a component academic and occupational education that includes summer employment opportunities and other employment activities throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training opportunities. Subrecipient must track funds spent on



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paid and unpaid work experiences, including wages and staff costs for the development and management of work experiences, and report such expenditures as part of the local WIOA youth financial reporting.

Incumbent Worker Training (WIOA Adult and Dislocated Worker)

Incumbent worker training is generally defined as efforts on the part of employers to provide training to currently employed workers in order to help keep them employed. Employers are required to pay a minimum share of training costs depending on the number of employees as follows:

- At least 10 percent of the cost, for employers with 50 or fewer employees;
- At least 25 percent of the cost, for employers with 51 to 100 employees; and
- At least 50 percent of the cost, for employers with more than 100 employees.

Transitional Jobs (WIOA Adult and Dislocated Worker)

A category of work-based training defined as time-limited work experiences that are subsidized and are in the public, private, or nonprofit sectors for individuals with barriers to employment who are chronically unemployed or have an inconsistent work history. They are combined with comprehensive career and support services.

Supportive Services - Work-Related Incentives (WIOA, NCP, TANF)

This cost category includes all expenses for compensation to customers of the system in the form of cash, checks, gift cards, and nonmonetary gifts or vouchers provided to them in exchange for meeting specified goals. Work-related incentives do not include support services such as child care, transportation or reimbursement of work-related expenses.

Supportive Services - Other (WIOA, WSA, SNAP, NCP)

Costs to be reported in this category include allowable support services other than transportation and work-related incentives that are necessary to enable a customer of the system to participate in services supported by an applicable and appropriate funding stream for which this category is available (e.g., allowable dependent care, housing, and needs-related payments).

Note: SNAP E&T funds cannot be used to provide child care. Child care services for SNAP E&T general population participants can be funded with Child Care and Development Fund funds.

619 Incumbent Worker Training (WIOA Adult and Dislocated Worker)

Incumbent worker training is generally defined as efforts on the part of employers to provide training to currently employed workers in order to help keep them employed. Employers are required to pay a minimum share of training costs depending on the number of employees as follows:



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- At least 10 percent of the cost, for employers with 50 or fewer employees;
- At least 25 percent of the cost, for employers with 51 to 100 employees; and
- At least 50 percent of the cost, for employers with more than 100 employees.

Subsidized Employment (TANF)

This category includes the costs of full or part-time TANF subsidized employment in the private or public sector, as provided for in the policies of the Board, including payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training.

Individual Development Accounts (TANF)

Costs to be reported in this category include all costs incurred to operate a TANF Individual Development Account (IDA) activity, including expenditures or contributions to IDAs and other non-administrative expenditures related to the operation of an IDA activity.

Non-Recurrent Short-Term Services (TANF)

Costs to be reported in this category include non-transportation support services costs (including housing and utilities), provided under TANF Choices that are:

- designed to deal with a specific crisis situation or episode of need;
- provided for less than four months; and
- not intended to meet recurrent or ongoing needs. This includes work-related expenses such as those for tools, uniforms, etc.

Note: Report non-recurring short-term services for transportation under *Support Services - Transportation* or *Support Services - JARC Transportation*, as appropriate.

TANF - Assistance (TANF)

Costs to be reported in this category are the costs of those Choices support services excluding non-recurring short-term services) provided to unemployed families. This includes transportation that is classified as TANF Assistance (e.g., provided to an unemployed person for five months or more). A detailed description of what assistance includes and excludes is provided in 45CFR §260.31 of the TANF Regulations.

TANF Choices - Supplemental Cost Category (TANF)

Transitional Services for Employed—cumulative costs of providing transitional services to former TANF recipients that cease to receive TANF due to employment. The expenditures in this line will be a subset of expenditures reported under the TANF Choices grant award.

Prevention of Out of Wedlock Pregnancies (TANF)

This cost category is applicable to TANF Choices only and NCP only includes costs for



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prevention of out-of-wedlock pregnancy activities that have not been reported elsewhere.

Parent Family Formation (TANF)

This cost category is applicable to TANF Choices and NCP only and includes costs for two-parent family formation and maintenance activities that have not been reported elsewhere.

Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T) ABAWD

In instances when expenditures to serve SNAP E&T Able Bodied Adults Without Dependents (ABAWDs) are allowable under SNAP E&T ABAWD-only and another SNAP E&T funding stream (e.g. SNAP E&T General Population funds), the expenditure must be charged to ABAWD-only funds to the extent that the ABAWD-only funds are available. If ABAWD-only funds have been fully obligated/expended, and the expenditure is allowable under SNAP E&T General Population funds, the expenditure must be charged to the SNAP E&T General Population funds to the extent that such funds are available. Expenditures that are allowable under only the SNAP E&T General Population funds should only be charged there and never to SNAP E&T ABAWD-only funds.

WIOA Youth Summer Employment Supplemental Cost Category

Costs for summer employment opportunities, excluding associated staff and operating costs. Subrecipients expending WIOA Youth funds for summer employment for youth must report expenditures for this activity in a supplemental cost category for WIOA Youth. Summer employment expenditures include those for summer employment activities that occur during the defined period of operation of the summer employment components, including:

- work experience wages and fringe benefits paid to summer employment participants; and
- other activities provided in conjunction with work experience, such as:
- academic basic skills enrichment activities;
- work readiness activities; and
- on-the-job training.

The expenditures in this line will be a subset of expenditures reported under the respective WIOA grant award.

Wagner-Peyser ES Supplemental Cost Category

A **Veterans' Leadership Initiative** cost category will be available for grant awards for allocated Wagner-Peyser ES funds. Expenditures for this initiative must be reported on this line item which will be a subset of expenditures reported under the respective Wagner-Peyser ES grant award.

Outplacement or Rapid Response (WIOA Dislocated Worker)

This category includes the allowable costs of Outplacement (or Rapid Response) activities.



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- Immediate and on-site contact with the employer, representatives of affected workers, and the local community. This may include an assessment of: the layoff plans and schedule of the employer; potential for averting the layoffs in consultation with state or local economic development agencies, including private sector economic development entities; background and probable assistance needs of the affected workers; reemployment prospects for workers in the local community; and available resources to meet the short and long-term assistance needs of the affected workers.
- The provision of information and access to UI benefits, comprehensive Texas workforce system services, and employment and training activities, including information on the Trade Adjustment Assistance (TAA) and NAFTA-TAA programs.
- The provision of guidance and/or financial assistance in establishing a labor-management committee voluntarily agreed to by labor and management, or a workforce transition committee comprised of representatives of the employer, the affected workers, and the local community. The committee may devise and oversee an implementation strategy that responds to the reemployment needs of the workers. Assistance to this committee may include: (1) the provision of training and technical assistance to members of the committee; (2) funding the operating costs of the committee to enable it to provide advice and assistance in carrying out rapid response activities and assist it in the design and delivery of WIOA-authorized services to affected workers (which will typically last no longer than six months); and (3) providing a list of potential candidates to serve as a neutral chairperson of the committee.
- The provision of emergency assistance adapted to the particular closing, layoff, or disaster.
- In conjunction with other appropriate federal, state, and local agencies and officials, employer associations, technical councils or other industry business councils, and labor organizations: (1) developing prospective strategies for addressing dislocation events that ensure rapid access to the broad range of allowable assistance; identify strategies for the aversion of layoffs; and develop and maintain mechanisms for the regular exchange of information relating to potential dislocations, available adjustment assistance, and the effectiveness of rapid response strategies; (2) in collaboration with the appropriate state agency(ies), collecting and analyzing information related to economic dislocations, including potential closings and layoffs, and all available resources in the state for dislocated workers, in order to provide an adequate basis for effective program management, review, and evaluation of outplacement and layoff aversion efforts in the state; (3) participating in capacity building activities, including providing information about innovative and successful strategies for serving dislocated workers, with local areas serving smaller layoffs; (4) assisting in devising and overseeing strategies for: (a) layoff aversion, such as pre-



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feasibility studies of avoiding a plant closure through an option for a company or group, including the workers, to purchase the plant or company and continue it in operation; (b) incumbent or current worker training, including employer loan programs for employee skill upgrading; and (c) linkages with economic development activities at the federal, state, and local levels, including Federal Department of Commerce programs and available state and local business retention and recruitment activities.

List of Acronyms

- **WIOA** – Workforce Innovation and Opportunity Act which includes Workforce Investment Act (WIA) Formula Allocated Dislocated Worker (DW), Adult, In-School Youth (ISY) and Out-of-School Youth (OSY)
- **Wagner-Peyser ES** - Wagner-Peyser Employment Services
- **SNAP** – Supplemental Nutrition Assistance Program
- **E&T** - Employment and Training
- **ABAWD** - Able-Bodied Adults Without Dependents
- **NCP** - Noncustodial Parent; Choices Program
- **TRA** - Trade Act Services
- **TANF** - Temporary Assistance for Needy Families



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Attachment 2: Child Care Cost Category Descriptions

The following descriptions identify types of costs that are reportable categories for child care. The program acronyms used below are defined at the end of this part.

Administration Costs in CCDF

Administrative costs incurred by entities responsible for administering the program including:

- accounting, financial management, budgeting, cash management, property management, procurement and purchasing, payroll, and personnel management (e.g., human resources) functions;
- compliance monitoring of a sub-recipient or program evaluation (excludes costs of monitoring or evaluating child care providers, and monitoring the quality of services provided); audit functions (including internal audit); and coordinating the resolution of findings arising from audits, reviews, investigations, and incident reports;
- general legal services functions;
- information systems related to administrative functions, including purchase, system development, and operations;
- the portion of salaries, wages, fringe benefits, staff training, supplies, postage, travel, equipment, facilities, utilities, and other costs required for administrative functions of the program;
- continuous improvement activities of administrative functions;
- planning, developing, and designing the CCDF program, including the development of program plans, budgets, and schedules;
- coordinating the provision of CCDF services with federal, state, and local child care programs, early childhood development programs, and before- and after-school care programs;
- developing agreements with other administering organizations in order to carry out program activities;
- conducting public relations activities directed at state and local officials and the general public;
- providing local officials and the public with information about the program, including the conduct of public hearings;
- preparing reports and documents associated with administrative functions;
- maintaining substantiated complaint files in accordance with 45 C.F.R. §98.32;
- and
- indirect costs in which the pooled costs are costs of administrative functions.

All costs of contracts for providing direct services, including costs of establishing and operating a certificate program, are non-administrative costs. All costs of contracts that are solely for providing administrative services are administrative costs. If a contract provides both



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administrative and program services, an appropriate share of the contract costs must be attributed to administrative and non-administrative costs.

Administration Costs in CCP

Allocable costs other than those for direct care that are reasonably necessary to provide child care services to Department of Family and Protective Services-referred children.

Information Systems

Information systems costs of non-administrative information technology systems (including costs directly associated with development, maintenance, support, and operations).

Operational Costs

Eligibility determination, redeterminations, child care placement, rate setting, resource and referral services, training, recruitment, reviews and supervision of child care placements, and appeal hearings.

Direct Care

Direct care refers to the costs of actual services provided to customers (e.g., the cost of child care slots purchased from providers).

Quality Improvement - Non-Direct Care

Quality improvement activities as described in Commission rule §809.16, e.g., collaborative reading initiatives*; school readiness, early learning and literacy activities; or local-level support to promote child care consumer education provided by 2-1-1 Texas. Such activities may be designed to meet the needs of children in any age group eligible for Commission-funded child care, as well as children with disabilities.

Examples of activities that support collaborative reading initiatives, school readiness, early learning, and literacy include professional development and training for child care providers or purchase of curriculum and curriculum-related support resources for child care providers.

The activities include:

- professional development relating to early learning workshops;
- early literacy and language development training aligned with the state's prekindergarten guidelines;
- mentoring of early literacy and language development based on scientifically based research practices and strategies for improving child performance in language and literacy;
- evaluating child performance in language and literacy in the classroom;
- basic class structure that encourages development of language and literacy;



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- Center for Improving the Readiness of Children for Learning and Education (CIRCLE) train-the-trainer training;
- literacy kits for child care providers;
- school readiness, early learning, and literacy awareness campaigns
- scholarships for college courses relating to early learning, literacy, and school readiness;
- training using research-based curriculum approved by the State Board of Education or the Texas Education Agency, or research-based curricula from the State Center's adopted list;
- early literacy packets for mothers of newborns;
- early literacy resources for child care lending libraries that are directed at parents and teachers to help them extend a child's literacy experience; and personal digital assistant tools.

*A collaborative reading initiative is one in which a Board and at least one other entity work together to promote early language, literacy, and pre-reading development to promote and provide language and literacy activities based on scientifically based research that supports the age-appropriate development of language skills, vocabulary, phonological awareness, letter knowledge, and letter sounds.

Infant/Toddler Earmark (Non-Direct)

Quality activities as described in Commission rule §809.16 that are in addition to those reported under *Quality Improvement (Non-Direct)*, but that are specifically designed to improve the quality of child care for children 0-36 months.

School Age R & R Earmark (Non-Direct)

Quality activities as described in Commission rule §809.16 that are in addition to those reported under *Quality Improvement (Non-Direct)*, but that are specifically designed for child care resource and referral and school-aged child care activities.

Quality Expansion Earmark (Non-Direct)

Quality activities as described in Commission rule §809.16 that are in addition to those reported under *Quality Improvement (Non-Direct)*. Such activities may be designed to meet the needs of children in any age group eligible for Commission-funded child care, as well as children with disabilities.

TRS Personnel Costs

Salaries and benefits for staff involved in recruiting, orientation, mentoring, technical assistance, monitoring, tracking, reviewing and approving applications, assessments, and reassessments for the TRS provider certification system. Staff refers to staff of both the Board and child care Subrecipient.

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Workforce Solutions is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.
Relay Texas Numbers: 1-800-735-2989 (TDD) 1-800-735-2988 (Voice) or 711



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TRS Promotion and Supports

Promotion includes costs for banners, flyers, and media (e.g., commercials) for the TRS provider certification system. Supports include postage, communications (e.g., printed materials), supplies, facility rental space, and information technology materials and support for the TRS provider certification system.

List of Acronyms

CCF - Child care funds

CCM - Child care match funds

CCP - Child care funded through the Texas Department of Family and Protective Services

CCQ - Child care quality funds

TRS - Texas Rising Star



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Attachment 3: Adult Education and Literacy Cost Category Descriptions

The following descriptions identify types of costs that are reportable categories for adult education and literacy projects. The program acronyms used below are defined at the end of this part.

Functional Category - Program

Include in this category costs supporting adult basic education, literacy, English literacy and civics education activities that are not otherwise reported in “Corrections Institutions” or “Workforce Training” categories.

Functional Category - Corrections Institutions

Costs of educational programs for criminal offenders in correctional institutions and for other institutionalized individuals, including academic programs for:

- basic education;
- special education programs;
- English literacy programs; and
- secondary school credit programs.

Functional Category - Workforce Training

Costs in this category may include the following:

1. Occupational skills training, including training for nontraditional employment;
2. On-the-job training;
3. Incumbent worker training;
4. Programs that combine workplace training with related instruction, which may include cooperative education programs;
5. Training programs operated by the private sector;
6. Skills upgrading and retraining;
7. Entrepreneurial training;
8. Transitional jobs;
9. Job readiness training provided in combination with services described in 1 - 8;
10. AEL activities, including activities of English language acquisition and IET programs, provided concurrently or in combination with services described in 1 through 7; and
11. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

Supplemental Category - Professional Development

Costs for the establishment or operation of professional development programs to improve the



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quality of instruction provided pursuant to local activities required under AEFLA §231(b), including instruction incorporating phonemic awareness, systematic phonics, fluency, and reading comprehension, and instruction provided by volunteers. (AEFLA §223(a) (1))

List of Acronyms

AEFLA - Adult Education and Family Literacy Act

IET – Integrated Education and Training

Property

1. General requirements.

- 1.1. Contractor may use funds available through its Workforce Solutions contract to buy equipment and other non-expendable property, supplies and other expendable property, and intangible property (i.e., property that has no physical existence, such as copyrights, trademarks, patents, or computer software).
- 1.2. Contractor may not use any funds available through its Workforce Solutions contract to buy real property or enter into a capital lease.
- 1.3. Contractor must have funds in the appropriate line items in an approved H-GAC workforce contract to purchase or lease property with H-GAC workforce contract funds.
- 1.4. Contractor will have and keep up a system to manage and account for all property bought with Workforce Solutions funds.
 - 1.4.1. Contractor's system will include written policies and procedures which are in accordance with H-GAC's Contract Management Standards, H-GAC's contract, the Texas Workforce Commission Financial Manual for Grants and Contracts, and the federal Uniform Administrative Requirements (2 CFR 200 et. al.).
 - 1.4.1.1. Contractor's written policies and procedures will include at least:
 - 1.4.1.1.1. The designation of one or more staff positions as property control officers
 - 1.4.1.1.2. A description of how the Contractor will make sure Workforce Solutions funds are only used to buy property in accordance with procurement standards and these Contract Management Standards;
 - 1.4.1.1.3. A description of how Contractor will request permission of H-GAC to purchase property, when required, and how Contractor will dispose of property in accordance with these Contract Management Standards, including sales procedures.
 - 1.4.1.1.4. A description of how the Contractor will keep required records for property, including permission to buy, procurement, notice to H-GAC of acquisition and assignment to a location, the property inventory list, transfer of property items from one location to another, reports of lost or stolen items, request for disposal of items, and description of disposal.
 - 1.4.1.1.5. A description of how and when the Contractor will conduct its annual property inventory and report findings to H-GAC.
- 1.5. Contractor must use its procurement processes – which must be in accordance with the requirements of H-GAC's Contract Management Standards, H-GAC's contract, the Texas Workforce Commission Financial Manual for Grants and Contracts, and the federal Uniform Administrative Requirements (2 CFR 200 et. al.) – to buy any item of property with Workforce Solutions contract funds.

1.6. Definitions

- 1.6.1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000.
- 1.6.2. Supplies means all tangible personal property other than those described in 1.6.1 Equipment. A computing device is a supply if the acquisition cost is less than \$5,000, regardless of the length of its useful life.
 - 1.6.2.1. *Computing devices* means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information.
- 1.6.3. Intangible property means property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock, computer software, and other instruments of property ownership (whether the property is tangible or intangible).
- 1.6.4. Capital lease means a lease as defined by the Financial Accounting Standards Board Statement 13 that meets one or more of the following four criteria:
 - 1.6.4.1. The lease transfers ownership of the property to the lessee by the end of the lease term.
 - 1.6.4.2. The lease contains a bargain purchase option.
 - 1.6.4.3. The lease term is equal to 75% or more of the estimated economic life of the leased property. However, if the beginning of the lease term falls within the last 25% of the total estimated economic life of the leased property, including earlier years of use, this criterion shall not be used for purposes of classifying the lease.
 - 1.6.4.4. The present value at the beginning of the lease term of the minimum lease payments, excluding that portion of the payments representing executory costs such as insurance, maintenance, and taxes to be paid by the lessor, including any profit thereon, equals or exceeds 90% of the excess of the fair value of the leased property to the lessor at the inception of the lease over any related investment tax credit retained by the lessor and expected to be realized. However, if the beginning of the lease term falls within the last 25 % of the total estimated economic life of the leased property, including earlier years of use, this criterion shall not be used for the purpose of classifying the lease. A lessor shall compute the present value of the minimum lease payments using the interest rate implicit in the lease. A lessee shall compute the present value of the minimum lease payments using his incremental borrowing rate unless (i) it is practicable for him to learn the implicit rate computed by the lessor and

(ii) the implicit rate computed by the lessor is less than the lessee's incremental borrowing rate. If both of those conditions are met, the lessee shall use the implicit rate.

1.6.5. Operating lease means a lease that is not a capital lease.

2. Acquiring property.

2.1. Requesting permission.

2.2. Acquiring property. Contractors must request permission of H-GAC, and H-GAC must request permission of the Texas Workforce Commission, to purchase any item of equipment or intangible property with a unit acquisition cost of \$5,000 or more.

2.2.1. Before a contractor purchases property or equipment, contractor must provide a completed Form 7100 to its contract manager to begin the process. The contract manager and property officer will review the Form 7100 for completeness and send the form to the Board contract manager at TWC. After the approved form is returned from TWC, the contract manager or property manager will return the approved Form 7100 to contractor staff, along with instructions for acquisition and reporting.

2.2.2. The contractor will ensure purchases meet the requirements as listed in the FMGC prior to purchasing item(s). Our financial monitors will review the information provided during the contractor's annual review.

2.2.3. H-GAC will provide the contractor the right to proceed, once we have received approval from TWC.

2.2.4. Approval to purchase is valid for up to 90 days after contract manager provides written correspondence to indicate concurrence.

2.2.5. No later than 30 days after completing the final acquisition of the approved property, Form 7200 must be submitted to the TWC for:

2.2.5.1. Any property with a unit acquisition equal to or greater than \$5,000

2.2.5.1.1. Computing devices (see 1.6.2.1) with a unit acquisition cost greater than \$1,500

2.2.5.2. Any item of intangible property, including operating leases.

2.2.6. Section 8 contains procedures to notify H-GAC.

2.3. Buying property.

2.3.1. A Contractor must use its procurement procedures that are in accordance with H-GAC's Contract Management Standards, H-GAC's contract, the Texas Workforce Commission Financial Manual for Grants and Contracts, and the Federal Uniform Administrative Requirements (2 CFR 200 et. al.) to purchase any items of equipment, supplies, or intangible property, including operating leases.

2.3.2. Contractor must keep records for property purchases and leases and all documents which substantiate purchase in accordance with applicable procurement rules and if applicable, H-GAC's permission to purchase the items or leases. These documents include, but are not limited to: bid requests, price quotes, and bids; cooperative purchasing agreements; and explanations and proposed justifications for purchases.

2.3.3. Contractor must keep records of purchases so that they may be reviewed at any time by H-GAC or its grantors, representatives, monitors, or agents.

2.4. Reporting purchase and location

2.4.1. Following completion of the purchase of any item of property, Contractor will notify H-GAC of the purchase and the item data required for the property inventory, including the location of the property.

2.4.2. Section 8 contains procedures for notifying H-GAC.

2.5. Title

2.5.1. Title to property acquired by a Contractor under a federally sponsored award through an H-GAC workforce contract will vest in the Contractor as long as the Contractor uses the property for the authorized purpose, and complies with the applicable acquisition, management, and disposition requirements in H-GAC's Contract Management Standards. This applies to:

2.5.1.1. Equipment

2.5.1.2. Supplies

2.5.1.3. Intangible property, including leases

2.5.2. Equipment and intangible property acquired or improved with federal funds through an H-GAC workforce contract must be held in trust by the contractor as trustee for the beneficiaries of the project or program under which the property was acquired or improved.

2.5.3. The Federal awarding agency of Texas Workforce Commission may require H-GAC or contractor to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use, and disposition conditions apply to the property.

3. Using and maintaining property.

3.1. Equipment acquired with funds from H-GAC Workforce contracts must be used for an authorized purpose as long as needed, in accordance with applicable administrative requirements.

3.1.1. Use for the Originally Authorized Purpose. Once acquired, equipment must be used for the originally authorized purpose(s) as long as needed, even if H-GAC support is discontinued. While needed for the originally authorized purpose, the equipment may not be encumbered for any other use.

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- 3.1.2. Available for Use by Other Programs/Shared Use. If the equipment is used in the originally authorized program less than full-time, it must be made available to other programs as long as:
 - 3.1.2.1. Use by other programs will not interfere with using the equipment for its originally authorized purpose.
 - 3.1.2.2. First preference is given to activities sponsored by H-GAC's workforce contracts as the source that funded the equipment acquisition.
 - 3.1.2.3. Second preference is given to activities that are sponsored by the Texas Workforce Commission or other federal agencies* (*Note: second preference applies to nongovernmental entities only.)
 - 3.1.2.4. User fees are generally appropriate when equipment is made available to other programs. User fees must be treated as program income.
- 3.1.3. Use for Other Programs. When equipment is no longer needed for the originally authorized purpose, it may be used for other activities that are either currently or were previously supported by H-GAC, the Texas Workforce Commission, or a federal agency.
- 3.1.4. Contractors will notify H-GAC as described in Section 8 when proposing to share equipment use or use equipment with another program.

Property provided by federal or state agencies

- 3.1.5. H-GAC may acquire property items provided by or on loan from a federal agency or the Texas Workforce Commission or another state agency.
- 3.1.6. If H-GAC designates any of these items for use by Contractor, H-GAC will provide instructions on the use, maintenance, record-keeping, and disposition requirements for these items.

3.2. Proper safeguards and maintenance

- 3.2.1. All Contractors must take reasonable precautions to ensure that equipment is properly maintained, accounted for, and protected from damage, loss, unreasonable deterioration and theft. Contractors are advised to consider the following and any additional controls necessary to safeguard the property:
 - 3.2.1.1. Maintain adequate and current property records that allow the Contractor to locate any property in its possession at all times, whether the property is located on-site or off-site.
 - 3.2.1.2. Provide a secure building and coordinate between the security function and the Property Control Officer, especially regarding security violations or changes affecting personal property.
 - 3.2.1.3. Have a written policy for checking out property that requires employees to sign for property in their possession.

3.2.2. Contractors will develop adequate maintenance procedures to keep equipment and computing devices purchased in whole or in part with federal or state funds from H-GAC Workforce contracts in good condition until disposition occurs.

3.2.3. Reporting lost or stolen property

3.2.3.1. Contractor is responsible for the maintenance of inventoried property in good condition and for any loss or damage. Contractor is liable to repay H-GAC for any loss or damage to grant property.

3.2.3.2. Contractor must report upon discovery to H-GAC as described in Section 8 of these policies, any theft, loss, or damage to property items. All thefts must also be reported to the local police or other law enforcement authorities, and Contractor must provide H-GAC with a copy of the police report.

3.2.3.3. If the federal or state government owns the property, the appropriate government personnel should be notified and the appropriate procedures to report and investigate the property must be taken.

3.2.3.4. Contractor will note in its property records the loss, theft or damage to an item.

3.3. Insurance

3.3.1. Contractors will acquire and keep sufficient property insurance for property purchased with H-GAC workforce contract funds.

3.3.2. Contractors will purchase and maintain property insurance with coverage in an amount that is reasonably sufficient to replace any damaged, lost or stolen property, for as long as property is kept.

3.3.2.1. Contractor must purchase and keep insurance for equipment purchased with federal funds that is equivalent to the coverage that the entity maintains for its own property.

3.3.2.2. Contractors who do not purchase and keep insurance for equipment will be liable to repay H-GAC for items that are lost or stolen from non-federal funds.

3.3.2.3. Insurance coverage documents may be kept on file at a contractor's site and must be available for H-GAC's review. To the extent required by law, H-GAC shall be included as the loss payee on certificates of insurance issued to Contractor.

3.3.2.4. Contractor may not give any security, interest, and/or lien, or otherwise encumber any item of equipment purchased with contract funds.

4. Property Record.

4.1. Required elements in the property record.

- 4.1.1. Contractors will keep a written record of property purchased with funds from H-GAC's workforce contracts to include:
 - 4.1.1.1. Each item of equipment (see 1.6.1)
 - 4.1.1.2. Each computing device with a unit acquisition cost of more than \$1,500 and less than \$4,999 (see 1.6.2).
 - 4.1.1.3. Each item of intangible property.
 - 4.1.1.4. The releasing manager and receiving manager must keep a copy of the signed form to indicate receipt of the equipment.
- 4.1.2. For each item with an acquisition cost of \$1,500 or more (including intangible property), contractors will record the following data:
 - 4.1.2.1. Property Description. Each item of equipment should be described in terms of the unique characteristics of that particular item of property.
 - 4.1.2.2. Inventory Control Numbers. Contractor must assign an inventory control number to each item, and H-GAC must also assign an inventory control number.
 - 4.1.2.3. Identification Number. Each item of equipment must be identifiable in the property records by an identification number. The property inventory must include, at minimum, the manufacturer's serial number. Additional identification numbers may include federal or national stock number, model number, or other identification number.
 - 4.1.2.3.1. If the Contractor uses a method such as tagging, all the tag numbers should be readily visible and difficult to remove without considerable or intentional means, and it should not be re-used, even if a property item has been deleted from the inventory.
 - 4.1.2.4. Funding Source. All funding sources used to acquire the equipment must be identified in the property records, including the federal award number(s) (FAIN) associated with the H-GAC workforce contract or contracts funding the acquisition.
 - 4.1.2.5. Titleholder. Property records for equipment purchased in whole or in part with federal or state funds from an H-GAC workforce contract must identify the entity that holds title to the equipment.
 - 4.1.2.6. Acquisition Date and Cost. The property records must include the equipment's acquisition date and acquisition cost.
 - 4.1.2.7. Percentage of Federal or State Participation in the Cost of the Property. The percentage share of the acquisition cost of equipment that was paid under a federal or state award from an H-GAC workforce contract must be included in the property records.

- 4.1.2.8. Location, Use and Property Condition. The location, use and condition of the property must be included in the property records. Location refers to the physical location of the property. Use refers to whether or not the item of property is being actively used for an authorized purpose. Condition refers to the condition of the property, such as, excellent, good, fair or poor.
- 4.1.2.9. Disposition Data. The property records must include data that is relevant to the ultimate disposition of the equipment, including the date of transfer, replacement or disposal of the property; and the sale price, trade-in value, or current per unit fair market value, as applicable.

4.2. Tagging Items

- 4.2.1 Equipment purchase costs over \$1,500 must be tagged with a unique identifier.

- 4.2.1.1 Sample size of custom label with Barcode, 0.75" x 2"



- 4.2.1.2 First two digits references a specific contractor

- 4.2.1.3 Six-digits is the equipment item number

4.2.2 Required references in the property management system database:

- 4.2.2.1 Asset Tag ID - Special identification number created by the company for inventory tracking purposes.
- 4.2.2.2 Description - Basic item description for the property usually describe in one or two words.
- 4.2.2.3 Purchase Date - The date of the item purchase.
- 4.2.2.4 Purchase From - Item where purchase from (Name of Commercial or retail store).
- 4.2.2.5 Purchase By - Name of the contractor or the contract sub-recipient.
- 4.2.2.6 Brand - Name of the manufacturer for the item.
- 4.2.2.7 Model - OEM model created for the equipment.
- 4.2.2.8 Serial No - OEM identification number for the equipment.

- 4.2.2.9 Property Condition - Current condition of the equipment (New, Good, Poor).
- 4.2.2.10 Physical Location - Physical location of the item in a facility or by a person's name if mobile.
- 4.2.2.11 Item Usage - Basic description for the reason of the purchase for the equipment (Support, Direct Service).
- 4.2.2.12 Disposal/ Recycling Company - Service provider who will be performing the service.
- 4.2.2.13 Date of Disposal/ Recycling - The date in which the property is being recycled, donated, sold, or transferred.
- 4.2.2.14 Title Holder – H-GAC, Grant recipient.
- 4.2.2.15 H-GAC Contract No. - H-GAC contract number (found in funding summary and tracking of amendments).
- 4.2.2.16 Funding Source - The funding in which the inventory was used in making the purchase.
- 4.2.2.17 FAIN - Federal Award Identification Number (found in funding summary and tracking of amendments).
- 4.2.2.18 % Funded by WRK Solutions - The percent of the cost of the equipment paid with Workforce Solutions funds.
- 4.2.2.19 Site - Name of the contractor for the location.
- 4.2.2.20 Locations – Name of the location or office.
- 4.2.2.21 FMV - Fair Market Value for the property or equipment.
- 4.2.2.22 Notes - Provide any additional information related to this inventory.

4.3. Conducting a review of property.

- 4.3.1. No less than once each year, Contractor will conduct or cause to be conducted a physical inventory of all items in the property records.
- 4.3.2. A person or persons other than the Contractor's property control officer must conduct the inventory.
- 4.3.3. Contractor will reconcile its physical inventory to the property records and report any discrepancies to H-GAC as described in Section 8.

4.4. Transferring property among locations or to other contractors.

- 4.4.1. A contractor may transfer items of property among Workforce Solutions locations it manages or to another H-GAC workforce contractor with prior approval from H-GAC.

4.4.2. Contractor will request permission of H-GAC as described in Section 8.

5. Disposing property.

- 5.1. Disposing of equipment with a fair market value greater than or equal to \$5,000. When no longer needed, equipment that was purchased using federal or state funds from an H-GAC workforce contract and that has a current per unit fair market value(FMV) of \$5,000 or more must be disposed of in accordance with written instructions requested from and provided by H-GAC.
 - 5.1.1. Contractor will notify H-GAC for approval of request to dispose of property and provide information to H-GAC in such a manner and on such forms (7300 or 7400) as H-GAC directs.
 - 5.1.2. H-GAC will request instructions from the Texas Workforce Commission and transmit those instructions to the Contractor.
 - 5.1.3. H-GAC will follow procedures contained in the Texas Workforce Commission Financial Manual for Grants and Contracts to request and authorize Contractor to dispose of equipment with a unit FMV greater or equal to \$5,000 even if property being disposed will be used to acquire replacement property.
 - 5.1.4. Generally, contractors will dispose of the property in one of two ways: retain title or sell. However, the federal or state awarding agency may also reserve the right to transfer title to the government or an eligible third party. If transferred, the Contractor must be paid an amount calculated by applying the percentage of participation in the purchase to the current FMV of the property.
 - 5.1.4.1. Retain Title – The Contractor keeps the property for other uses and compensates the funding source for its equity share of the property’s current FMV. Compensation may be provided as an offset to expenditures on the expenditure report if the contract is active, or by check or money order if the contract is closed. If the property will be retained and used to acquire replacement property under the same program, it may be used as a trade-in for the replacement property, or the sale proceeds may be used to offset the cost of the replacement property.
 - 5.1.4.2. Sell – The Contractor sells the property and compensates the funding source for its equity share in the property's net sale proceeds. Compensation may be provided as an offset to expenditures on the expenditure report if the contract is active, or by check or money order if the contract is closed.
- 5.2. Disposing equipment with a fair market value of less than \$5,000. When no longer needed, equipment that was purchased using federal or state funds from an H-GAC workforce contract and that has a current per unit FMV less than \$5,000 must first inform H-GAC’s Property Office to determine alternative use of the equipment (see 1.6.1) and supplies (see 1.6.2), may be retained, and sold.
 - 5.2.1. The Contractor do not need permission from the H-GAC’s Property in dispose of such property; however, the contractor is required to keep complete records with detail description for the final disposition in the property.

- 5.2.2. Preferably to a non-profit entity organization.
- 5.3. Disposing supplies. Supplies purchased with federal or state funds from an H-GAC workforce contract may be acquired and disposed of without prior written approval from H-GAC; however, any residual inventory of unused supplies at the end of an award must be disposed of as appropriate for the aggregate fair market value of the property.
 - 5.3.1. Fair market value less than \$1,500. If the unused supplies have an aggregate FMV less than \$1,000 upon termination of the award, the supplies may be disposed of without any further obligation to H-GAC.
 - 5.3.2. Fair market value between \$1,000 and \$5,000. Upon termination of the contract, Contractor will notify H-GAC, and the awarding agency may, at its discretion, direct the H-GAC and Contractor to sell the unused supplies and compensate the awarding agency for its equity share in the current market value or net sale proceeds. Regardless of whether the Contractor is directed to sell the supplies, it must compensate the awarding agency for its equity share of the current FMV or net sale proceeds of the property.
 - 5.3.3. Fair market value equal to or greater than \$5,000. If the unused supplies have an aggregate FMV more than \$5,000 upon termination of the contract, and supplies are not needed for any other H-GAC workforce, Texas Workforce Commission, or federal award, contractor must compensate the awarding agency for its equity share in the FMV or net sale proceeds of the property.
- 5.4. Disposing intangible property
 - 5.4.1. Intangible property that was acquired by a contractor through an H-GAC workforce contract under a federally sponsored award must be made available to the federal sponsoring agency, and parties authorized by that agency.
 - 5.4.2. Contractor will notify H-GAC of its request to dispose of intangible property
 - 5.4.3. In general, when a federal funding source is used to acquire intangible property, the federal awarding agency has a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for its purposes, or for the purposes of any parties authorized by the agency. Specific requirements for some types of intangible property are discussed below:
 - 5.4.3.1. Copyrights. Contractors have the right to copyright work that was developed or for which ownership was purchased under a federally sponsored award through an H-GAC workforce contract.
 - 5.4.3.2. Patents and Inventions. Patents and inventions produced by nongovernmental entities with federal funds or by other entities using Supplemental Nutrition Assistance Program Employment and Training funds must be treated in accordance with the government-wide regulations that were developed by the U.S. Department of Commerce and published at 37 CFR Part 401.

5.4.3.3. Data. The federal awarding agency has rights to access data that is first produced under a federally sponsored award through and H-GAC workforce contract.

5.4.3.4. Research Data. Research data is subject to compliance with the Freedom of Information Act (FOIA). The Contractor must provide any data requested under the FOIA to H-GAC, the Texas Workforce Commission, and/or the federal government within a reasonable timeframe.

5.5. Sale procedures

5.5.1. Contractor will use proper sales procedures when the sale of equipment that was purchased in full or in part with federal or state funds through an H-GAC workforce contract is authorized or required.

5.5.2. Contractors who are authorized or required to dispose of equipment by selling it must develop sales procedures that require the highest possible return on the property. Highest possible return is defined and determined by each Contractor.

5.5.3. Contractors will include sale procedures in its property management policy and procedures

6. Leases. Costs for leased or rental property must conform to applicable cost principles for rental costs. Such property must be procured in accordance with applicable procurement requirements.

6.1. Contractors may use federal or state funds from an H-GAC workforce contract to lease property to the extent that the lease is allowable in accordance with applicable cost principles. Rental costs are generally allowable to the extent that the rates are reasonable in light of such factors as:

6.1.1. Rental costs of comparable property, if any

6.1.2. Market conditions in the area

6.1.3. Alternatives available

6.1.4. The type, life expectancy, condition, and value of the property leased

6.1.5. Must include Opt Out of Lease Term in the contract

6.1.6. Must include Tenant Transfer Clause in the contract

6.2. Contractors may not use H-GAC workforce contract funds for capital leases.

6.3. Contractors must document and keep a record for all real estate leases for space paid for with funds from an H-GAC workforce contract that demonstrates:

6.3.1. The contractor followed required procurement procedures in soliciting the original lease of space.

6.3.2. The contractor followed required procurement procedures in renewing a lease of space.

- 6.3.3. The contractor consulted with H-GAC prior to procuring a real estate lease and has sufficient funds in the Facilities line item of an approved H-GAC contract.
- 6.3.4. Contractors will keep real estate lease records for as long as the lease is active and up to three years after the lease is no longer in force. Contractors will ensure that records are available upon request by H-GAC, its grantors, representatives, monitors, or agents.
- 6.4. If the contractor has an existing real estate lease for space prior to executing an H-GAC workforce contract, H-GAC will negotiate the allowable cost for that space if it is to be used in performing H-GAC's workforce contract, either as administrative or direct service delivery space, based upon the contractor's actual cost for the space and the portion of the space to be used for the workforce contract and the determination that the space costs are necessary, reasonable, and allowable.
- 6.5. If the contractor owns a building or other space to be used in performing H-GAC's workforce contract, H-GAC will negotiate the cost of that space to be paid from H-GAC's contract based on its necessity, reasonableness (see 6.1), allowability, and allocability and include the negotiated rate or rates in the approved H-GAC workforce contract.
 - 6.5.1. The rental of any property owned by any individuals or entities affiliated with the Contractor, to include commercial or residential real estate, for purposes such as the home office workspace is unallowable.

7. Review and Sanctions

- 7.1. H-GAC will conduct periodic physical inventory of all workforce system property and reviews of Contractor inventory and purchase records.
- 7.2. H-GAC may recover funds from Contractor if procurement requirements were not met and associated costs were disallowed. H-GAC may also recover funds when Contractor fails to report stolen or lost equipment.
- 7.3. H-GAC may withhold payments on any invoices owed to a Contractor if Contractor does not provide H-GAC with a current inventory when requested.

8. Notice to H-GAC

- 8.1. Contractors will send any notice to H-GAC required by these Contract Management Standards to:

Property Management Officer
Human Services Department/Workforce
Houston-Galveston Area Council
PO Box 22777
Houston, Texas 77227-2777
propertyofficer@wrksolutions.net

- 8.2. Loss, theft, or damage. Contractor must report immediately to H-GAC any theft, loss, or damage to property items. Contractor must also report thefts to the local police or responsible law enforcement authorities.
 - 8.2.1. Contractor will send written notice to H-GAC's property officer of theft and loss of or damage to property on its inventory (see 4.1.1), noting the item or items affected and the inventory control number for each item.
 - 8.2.2. For thefts, Contractor will send a copy of the police/law enforcement report covering the stolen items to H-GAC's property officer.
 - 8.2.3. Contractor will send a written notice to H-GAC's property officer describing the recovery from insurance for lost, stolen or damaged items; the original cost of the item or items; and if the Contractor plans to replace the item or items.
- 8.3. Reporting discrepancies in property records. Following Contractor's own annual inventory of property, Contractor will report any discrepancies in the records to H-GAC's property officer through written notice and including each item for which there is a discrepancy and those items' descriptions and inventory control numbers.
- 8.4. Transfer of property items. Contractor will request to transfer property items from one location to another or to another contractor through written notice to H-GAC's property officer, describing the item or items to be transferred, the inventory control number for each item, and the destination location/contractor.
- 8.5. Disposition.
 - 8.5.1. Contractor will request disposition instructions for each item of property in its inventory to be disposed of that has a fair market value of \$5,000 or more through written request to H-GAC's property officer. The written request will include a description of the item or items and the inventory control number or numbers. H-GAC will provide forms for the disposition, request permission and instructions from the Texas Workforce Commission or applicable federal or state agency and provide Contractor with disposition requirements.
 - 8.5.2. Contractor will notify H-GAC's property officer through written notice of the disposition of property items with individual fair market values less than \$5,000 to include a description of the item or items, the inventory control number of numbers, and a description of the disposition for the item or items.

Sources:

H-GAC Contract: General Articles, Special Articles

Texas Workforce Commission Financial Manual for Grants and Contracts, Chapter 13

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200 et. al.

Houston-Galveston Area Council Regional Workforce System Assurances and Certifications

The Houston-Galveston Area Council, as the Gulf Coast Workforce Board's staff, contracts for the operation of the Board's regional workforce system using resources from the federal Workforce Innovation and Opportunity Act, portions of the public welfare programs under the Social Security Act, Child Care and Development Block Grant Act of 1990, and section 5082 of the Omnibus Budget Reconciliation Act of 1990, P.L. 101-508, as amended, and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996. Funds originating with the United States Departments of Labor, Health and Human Services, and Agriculture are passed through the Texas Workforce Commission to the Houston-Galveston Area Council according to requirements of federal law. When contracting, organizations are required to assure and certify the following:

1. **Non-discrimination and equal opportunity.** As a condition to the award of financial assistance from the Department of Labor under WIOA, the Subrecipient assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

- Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA-financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Subrecipient assures that, as a recipient of WIOA financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant Subrecipient's operation of the WIOA-financially assisted program or activity, and to all agreements the Subrecipient makes to carry out the WIOA - financially assisted program or activity. The Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

2. **Environmental compliance.** Subrecipient assures and certifies that to the extent required by law, it will comply with applicable provisions of the Clean Air Act (42 USC §7401 et seq) the Federal Water Pollution Control Act, as amended (233 USC §1251 et seq), Section 508 of the

Houston-Galveston Area Council Regional Workforce System Assurances and Certifications

Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15.

3. **Labor Standards.** Subrecipient agrees and certifies that it will comply with applicable provisions of the Davis-Bacon Act (40 U.S.C. 276a- 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a.
4. **Texas Family Code.** Subrecipient certifies that the individual or organization submitting the proposal is not ineligible, pursuant to Texas Family Code §231.006, to receive the specified payment and acknowledges that if the certification is inaccurate, no contract will be made with Subrecipient.
5. **Unfair business practices.** Subrecipient certifies and assures that it has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The Subrecipient further certifies and assures that no officer of the Subrecipient has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year.
6. **Criminal Convictions.** Subrecipient certifies that it will disclose to the Houston-Galveston Area Council and any applicable federal or state agencies the name of any person who has an ownership or control interest in or is an agent or managing employee of the Subrecipient who has been convicted of a criminal offense related to the person's involvement in any program under Title XVIII, SIX, or SS of the Social Security Act since the inception of these programs.
7. **Identity Change.** Subrecipient certifies that it will notify the Houston-Galveston Area Council immediately in the event of any significant change affecting the Subrecipient and Subrecipient's identity, such as ownership or control, name change, governing board membership and vendor identification number.
8. **Immigration Reform and Control Act.** Subrecipient certifies that it will comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired on or after November 1, 1986, who will perform any services under the proposed contract.
9. **WIOA Compliance.** Subrecipient certifies that it will comply with the requirements in the final regulations and audit compliance supplements to be promulgated by the United States Department of Labor and the Office of Management and Budget and any alternative implementation options exercised by Texas under the WIOA statute.
10. **Union Organizing.** Subrecipient certifies that no funds received under WIOA will be used to assist, promote or deter union organizing, as referred to in WIOA § 181(b)(7), 29 U.S.C. § 3241(b)(7).
11. **Business Relocation.** Subrecipient certifies that no WIOA funds shall be used, or proposed for use, to encourage or induce the relocation of a business or part of a business, if such relocation would result in a loss of employment for any employee of such business at the original location

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and such original location is within the United States in accordance with WIOA § 181(d)(1), 29 U.S.C. § 3241(d)(1).

12. **Relocation Loss of Employment.** Subrecipient certifies that no WIOA funds shall be used for customized or skill training, on-the-job training, incumbent worker training, transitional employment or company-specific assessments of job applicants or employees, for any business or part of a business that has relocated, until the date that is one hundred twenty (120) days after the date upon which such business commences operations at the new location, if the relocation of such business or part of a business results in a loss of employment for any employee of such business at the original location and such original location is within the United States in accordance with WIOA § 181(d)(2), 29 U.S.C. § 3241(d)(2).
13. **Buy American Act.** Subrecipient certifies that none of the funds made available by WIOA may be expended by an entity unless the entity agrees that in expending the funds the entity will comply with 41 U.S.C. § 8301 through § 8303, the Buy American Act, as referenced in WIOA § 502, 29 U.S.C. § 3342.
14. **ACORN.** Subrecipient certifies that none of the funds made available by WIOA may be awarded or obligated to the Association of Community Organizations for Reform Now, or any of its affiliates, subsidiaries, or allied organizations, in accordance with Pub.L. 114-113, Division H, Title V, Section 522.
15. **Flood Disaster Protection.** Subrecipient certifies that none of the Federal funds made available by this Request for Proposal may be provided in identified flood-prone communities, as stated in the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq.*, which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private Subrecipients for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.
16. **Accessibility.** Subrecipient certifies that sub-recipient will comply with the requirements found in the Architectural Barriers Act of 1968, 42 U.S.C. § 4151 *et seq.*, as amended, the Federal Property Management Regulations (see 41 C.F.R. Part 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 C.F.R. Part 1191, Appendices C and D) which set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.
17. **Conference and Conference Space.** Conferences funded in whole or in part by the award are allowable if the conference is necessary and reasonable for the successful performance of the Federal Award. Subrecipients are urged to use discretion and good judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information in the requirements and the allowability of costs associated with conferences, refer to 2 C.F.R. §200.432. Subrecipients will be held accountable to the requirements in 2C.F.R. § 200.432. Therefore, costs that do not comply with 2 C.F.R. §200.432 will be questioned and may be disallowed.

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- 18. Subawards.** A subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. The provisions of the Terms and Conditions of this award will be applied to any subrecipient under this award. Each pass-through entity is responsible for monitoring subrecipients, ensuring that the Terms and Conditions are in all subaward packages and that the subrecipients comply with all applicable regulations and the terms and conditions of this award (2 C.F.R. § 200.201(b)(1)).
- 19. Vendor/Contractor.** The term, contractor, sometimes referred to as a vendor, is a dealer, distributor, merchant or other seller providing goods or services that are required to implement a Federal program. (2 C.F.R. § 200.23) These goods or services may be for an organization's own use or for the use of the beneficiaries of the Federal program. Additional guidance on distinguishing between a subrecipient and a contractor (vendor) is provided in 2 C.F.R. § 200.330. When procuring contractors for goods and services, subrecipients must follow the procurement requirements at 2 C.F.R. § 200.319, which calls for full and open competition.
- 20. Human Trafficking Victims.** Subrecipient certifies that grant award funds shall be used in compliance with the Federal requirements against Prohibition on Trafficking persons found in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)). The following language must be included in all awards or sub-awards:
- (1) Trafficking in persons.
 - (a) Provisions applicable to a recipient that is a private entity.
 - (i) You as the recipient, your employees, sub recipients under this award, and sub recipients' employees may not—
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or sub awards under the award.
 - (ii) The awarding agency may unilaterally terminate this award, without penalty, if you or a sub recipient that is a private entity —
 - 1. Is determined to have violated a prohibition in paragraph a.i of this award term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.i of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Imputed to you or the sub recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on

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Governmentwide Debarment and Suspension (Non-procurement),” as implemented by the Department of Labor at 2 C.F.R. Part 2998.

- (b) Provision applicable to a recipient other than a private entity. We as the awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - (i) Is determined to have violated an applicable prohibition in paragraph a.i of this award term; or
 - (ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.i of this award term through conduct that is either—
 - 1. Associated with performance under this award; or
 - 2. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement),” as implemented by the Department of Labor at 2 C.F.R. Part 2998.
- (c) Provisions applicable to any recipient.
 - (i) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.i of this award term.
 - (ii) Our right to terminate unilaterally that is described in paragraph a.ii or b of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - (iii) You must include the requirements of paragraph a.i of this award term in any sub award you make to a private entity.
- (d) Definitions. For purposes of this award term:
 - (i) “Employee” means either:
 - 1. An individual employed by you or a sub recipient who is engaged in the performance of the project or program under this award; or
 - 2. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - (ii) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - (iii) “Private entity”:
 - 1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.
 - 2. Includes:

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- a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
 - b. A for-profit organization.
 - (iv) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at Section 103 of the TVPA, as amended (22 U.S.C. § 7102).”
21. **Felony Convictions.** Subrecipient certifies that none of the Federal funds made available by this Grant Award shall be used on contracting with corporations with felony convictions. The Board is prohibited from entering into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.
 22. **Federal Tax Liability.** Subrecipient certifies it will not enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.
 23. **Homeland Security Act.** Subrecipient certifies that no Federal funds made available under this Grant Award may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under § 835(b) of the Homeland Security Act of 2002 (6 U.S.C. § 395(b)) or any subsidiary of such an entity. Waivers to this regulation may be granted by the Secretary of Labor if the Secretary determines that the waiver is required in the interest of national security.
 24. **Privacy Act.** Subrecipient certifies that no Federal funds made available under this Grant Award shall be used in violations of the privacy act. These funds cannot be used in contravention of the 5 U.S.C. § 552a or regulations implementing that section.
 25. **Child Labor.** Subrecipient certifies that no Federal funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by DOL prior to December 18, 2015. DOL has identified these goods and services here: <https://www.dol.gov/ilab/reports/child-labor/list-of-products/>.
 26. **Abortion Coverage.** Subrecipient certifies that no Federal funds may be expended for health benefits coverage that includes coverage of abortions, except when the abortion is due to a

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pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source.

Additionally, no funds made available through this award may be provided to a state or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

27. **Controlled Substances.** Subrecipient certifies that no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under § 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.
28. **Illegal Drugs.** Subrecipient certifies that no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.
29. **Pornography.** Subrecipient certifies that no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.
30. **Travel (Prior Approval).** The Federal award waives the prior approval requirement for domestic travel as contained in 2 C.F.R. § 200.474. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the non-federal entity's written policies and procedures.
31. **Travel (Fly America Act).** All travel must comply with the Fly America Act (49 U.S.C. § 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a US Flag air carrier if service provided by such carrier is available.
32. **Travel (Foreign).** Funds that are awarded and authorized to carry out an activity under WIOA subtitle B cannot be used for foreign travel.
33. **Travel (Mileage Reimbursement Rates).** Pursuant to 2 C.F.R. § 200.474(a), all subrecipients must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, this Federal award cannot be charged more than the maximum allowable mileage reimbursement rates for Federal employees for transportation by privately owned automobile and privately-owned motorcycle. Mileage rates must be checked annually on the US General Services Administration (GSA) Web site at www.gsa.gov/mileage to ensure compliance.
Additional state travel requirements may apply.
34. **Unions.** Subrecipient certifies that funds will not be used to assist, promote or deter union organizing, as referred to in WIOA § 181 (b)(7), 29 United States Code (U.S.C.) § 3241(b)(7).
35. **Business Relocation.** Subrecipient certifies that funds will not be used to encourage or reduce the relocation of a business or part of a business, if such relocation would result in a loss of

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employment for any employee of such business at the original location and such original location is within the United States in accordance with WIOA § (181) (d)(1), 29 U.S. C. § 3241(d)(2).

36. **Publicity and Propaganda.** Subrecipient certifies that funds shall not be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative bodies, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, except in presentation to the executive branch or any state or local government itself. Nor shall grant funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislative body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

37. **Health Benefits Coverage for Contraceptives.** Subrecipient may not **enter** into or renew a contract which includes a provision for drug coverage unless the contract includes a provision for contraceptive coverage. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care's HMO and OSF HealthPlans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs. In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services. Reference 1.1.25 Pursuant to Pub.L.115-141, Division E, Title VII, Section 726, federal funds.

38. **Fair Labor Standards Act.** Pursuant to Pub. L. 115-0141, Division H, Title I, Section 109, Subrecipient will adhere to additional language applied to the Fair Labor Standards Act of 1938 in the Maximum Hours Worked section as it relates to occurrences of a major disaster as designated by the state or federal government. The provisions of this section [maximum hours worked] shall not apply for a period of 2 years after the occurrence of a major disaster to any employee—employed to adjust or evaluate claims resulting from or relating to such major disaster, by an employer not engaged, directly or through an affiliate, in underwriting, selling, or marketing property, casualty, or liability insurance policies or contracts; who receives from such employer an average weekly compensation of not less than \$591.00 per week or any minimum weekly amount established by the Secretary, whichever is greater, for the number of weeks such employer is engaged in any of the activities described in subparagraph (C); and whose duties include any of the following: 1. Interviewing insured individuals, individuals who suffered injuries or other damages or losses arising from or relating to a disaster, witnesses, or physicians; 2. Inspecting property damage or reviewing factual information to prepare damage estimates; 3. Evaluating and making recommendations regarding coverage or compensability of claims or determining liability or value aspects of claims; 4. Negotiating settlements; or making recommendations regarding litigation. The exception in this subsection shall not affect the

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exemption provided by section 13(a)(1) [of the FLSA]. For purposes of this subsection—(A) the term ‘major disaster’ means any disaster or catastrophe declared or designated by the State or Federal agency or department; (B) the term ‘employee employed to adjust or evaluate claims resulting from or relating to such major disaster means an individual who timely secured or secures a license required by applicable law to engage in and perform the activities described in clauses (i) through (v) of paragraph (1)(C) relating to a major disaster, and is employed by an employer that maintains worker compensation insurance coverage or protection for its employees, if required by applicable law, and withholds applicable Federal, State, and local income and payroll taxes from the wages, salaries and any benefits of such employees; and (C) the term ‘affiliate’ means a company that, by reason of ownership or control of 25 percent or more of the outstanding shares of any class of voting securities of one or more companies, directly or indirectly, controls, is controlled by, or is under common control with, another company.”

39. **Reporting of Waste, Fraud and Abuse.** No entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste or abuse to designated investigative or law enforcement representative of a Federal department of agency authorized to receive such information.
40. **Salary and Bonus Limitations.** Subrecipients shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the US Office of Personnel Management website at www.opm.gov.

The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 C.F.R. §200.330. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment and Training Administration programs. Refer to TEGL No. 5-06 for further clarification.

Note: For additional information about the salary and bonus limitation, refer to TWC Workforce Development Letter 28-07, Change 1, and any subsequent issuances.

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41. Flood Insurance. The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. §§ 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in communities in the United States identified as flood-prone, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for the DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by the US Department of Homeland Security, Federal Emergency Management Agency (FEMA).
42. Hotel-Motel Fire Safety. Pursuant to 15 U.S.C. § 2225a, subrecipients must ensure that all space for conferences, and, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (Pub. L. 101-391, as amended). Subrecipients may search the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.
43. Requirement to Provide Certain Information in Public Communications. Requirement to Provide Certain Information in Public Communications. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non- Federal entities receiving Federal funds shall clearly state:
- A. The percentage of the total costs of the program or project which will be financed with Federal money;
 - B. The dollar amount of Federal funds for the project or program; and

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- C. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
- D. The requirements of this part are separate from those in 2 C.F.R. Part 200 and, when, appropriate, both must be complied with.

Executive Orders.

- A. Subcontracting/Subgranting Opportunities to certain Entities and Individuals (EO 12928). Pursuant to EO 12928, subrecipients are strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals. Seat Belt Use (EO 13043). Pursuant to EO 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, subrecipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
- B. Improving Access to Services for Persons with Limited English Proficiency (EO 13166). As clarified by EO 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP).

To ensure compliance with Title VI of the Civil Rights Act of 1964, subrecipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's

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Policy Guidance on the Prohibition of National Origin
Discrimination as it Affects Persons with Limited English
Proficiency [05/29/2003] Volume 68, Number 103, Page 32389-
32305.

Meaningful access may entail providing language assistance
services, including oral and written translation, where necessary.

Subrecipients are encouraged to consider the need for language
services for LEP persons served or encountered both in developing
budgets and in conducting programs and activities. For assistance
and information regarding LEP obligations, go to the Federal
Government's interagency website on Limited English Proficiency
at <http://www.lep.gov>.

C. Text Messaging While Driving (EO 13513). Pursuant to EO 13513,
Federal Leadership on Reducing Text Messaging While Driving,
dated October 1, 2009, subrecipients are encouraged to adopt and
enforce policies that ban text messaging while driving company-
owned or -rented vehicles, or government-owned vehicles, or while
driving personally-owned vehicles when on official Government
business or when performing any work for or on behalf of the
Government. Subrecipients are also encouraged to conduct
initiatives of the type described in section 3(a) of EO 13513.

D. Buy American Act (EO 13788). Pursuant to EO 13788, by drawing
down funds, subrecipients agree to comply with 41 U.S.C. §§ 8301
- 8303 (commonly known as the "Buy American Act").

Additionally, no funds may be made available to any person or
entity that has been convicted of violating the Buy American Act.

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For the purposes of this award, the Buy American Act requires subrecipients to use, with limited exceptions, only: 1) unmanufactured items that have been mined or produced in the United States; and 2) manufactured items that have been manufactured in the United States substantially all from articles, materials, or supplies that were mined, produced, or manufactured in the United States.

These requirements do not apply to: 1) items for use outside of the United States; 2) items that are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and are not of a satisfactory quality; and 3) manufactured items procured under any contract with an award value that is less than the micro-purchase threshold. In order to claim an exception under options 1 or 2 above, Texas Workforce Commission must get prior approval from the DOLETA Grant Officer. Subrecipients must submit such requests through the Contract Manager assigned to this contract. Subrecipients shall not submit requests directly to DOLETA. Prior approval is not needed for purchases under the micro-purchase threshold.

Note: TWC defines the micro-purchase threshold in TWC's Financial Manual for Grants and Contracts.

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**CERTIFICATIONS REGARDING LOBBYING, DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-
FREE WORKPLACE REQUIREMENTS**

Lobbying: This certification is required by the Federal Regulations, implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

The Subrecipient executing this contract certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Debarment, Suspension, and Other Responsibility Matters: This certification is required by the Federal Regulations, implementing Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

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The Subrecipient executing this contract certifies that neither it nor its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification.

Drug-Free Workplace: This certification is required by the Federal Regulations, implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701; for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), and Department of Health and Human Services (45 CFR Part 76).

The Subrecipient executing this contract certifies that it shall provide a drug-free workplace by:

- a. Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
- b. Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Subrecipient's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations in the workplace;
- c. Providing each employee with a copy of the Subrecipient's policy statement;
- d. Notifying the employees in the Subrecipient's policy statement that as a condition of employment under this contract, employees shall abide by the terms of the policy statement and notifying the Subrecipient in writing within five days after any conviction for a violation by the employee of a criminal drug statute in the workplace;
- e. Notifying the Commission within ten days of Subrecipient's receipt of a notice of a conviction of an employee; and,

Houston-Galveston Area Council
Regional Workforce System
Assurances and Certifications

- f. Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or require such employee to participate in a drug abuse assistance or rehabilitation program.

These certifications are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

Houston-Galveston Area Council
Regional Workforce System
Assurances and Certifications

**TEXAS CORPORATE FRANCHISE TAX
CERTIFICATION**

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The following certification that the corporation making this contract is current in its franchise taxes must be signed by the individual authorized on Form 2031, Corporate Board of Directors Resolution, to sign the contract for the corporation.

The Subrecipient executing this contract certifies that the following statement is true and correct and that the Subrecipient understands making a false statement is a material breach of contract and is grounds for contract cancellation.

Indicate the certification that applies to your corporation:

- _____ Not applicable. Subrecipient is not a corporation.
- _____ The corporation is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.
- _____ The corporation is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

**STATE ASSESSMENT
CERTIFICATION**

The authorized representative of the corporation contracting herein by executing this contract certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of contract and is grounds for contract cancellation.

The corporation certifies that:

- _____ It is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas.
- _____ It has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.

Houston-Galveston Area Council
Regional Workforce System
Assurances and Certifications

Subrecipient understands that WIOA regulations limit Consultant fees to seven hundred ten dollars (\$710) per day for an eight-hour work day. Fees paid in excess of \$710 per day must be prior approved by Workforce Board staff and staff from the Texas Workforce Commission.

By signing below, Subrecipient attests that it complies with the assurances and certifications.

Signature

Name of Organization

Typed Name & Title

Date

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

Meeting Date:	August 19, 2020		
Title:	Renewal Options for Job No. 15/064YR Lease Agreement for Tidwell Head Start Facility HCDE		
Submitted For:	Bill Monroe, Purchasing	Submitted By:	Inga Ash
Recommended Action:	Approve	HCDE Goal(s):	1. Impact education/respond to evolving needs
Additional Resource Personnel:	Dr. Jesus Amezcua, Bill Monroe, Inga Ash	Facilities/Technology Approval Needed?:	None

Information**Posted Agenda Item:**

Consider approval of contract renewal option for job no. 15/064YR for Lease Agreement for the Tidwell Head Start Facility with the following vendor: KQC Investors, LLC. for the period of 09/1/2020 through 08/31/2021 (Funding available from Head Start funds).

Subject:

Lease Agreement for the Tidwell for HCDE Head

Rationale:

Consider approval of renewal option for job no. 15/064YR for **Lease Agreement for the Tidwell Head Start Facility** for HCDE for the period of 09/1/2020 through 08/31/2021.with the following vendor:

- KQC Investors, LLC

Contract is in accordance with Texas Education Code 44.031.

Fiscal Impact**Attachments**

KQC execution of offer

Form Review**Inbox**

Purchasing
Assistant Superintendent - Business
Form Started By: Inga Ash
Final Approval Date: 08/04/2020

Reviewed By

Bill Monroe
Jesus Amezcua

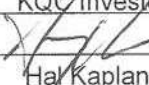
Date

08/04/2020 11:01 AM
08/04/2020 11:55 PM
Started On: 08/03/2020 11:22 PM

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER – CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
- 2) All statements, information, and representations prepared and submitted in response to this contract renewal request are current, complete, true, and accurate.
- 3) It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
- 4) It shall be bound by all statements, representations, warranties, and guarantees made in the original proposal and the updated terms and conditions.
- 5) That all of the requirements of this contract renewal have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted.
- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	KQC Investors, LLC		
AUTHORIZED SIGNATURE:			
PRINT NAME:	Hal Kaplan		
TITLE:	Manager		
DATE:	7-31-2020		
ADDRESS:	1310 Lewisville-Clemmons Rd		
CITY, STATE, ZIP CODE:	Lewisville, NC 27023		
PHONE:	336-766-7374	FAX:	336-712-2245
EMAIL ADDRESS:	hkaplan@kaplanco.com		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:

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

Approval Date

Regular Board Meeting**6.D.2.****Meeting Date:** August 19, 2020**Title:** CASE for Kids TEA 21st CCLC Texas ACE grant Extension for Cycle 10 for 2020**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?:****Information****Posted Agenda Item:**

Consider acceptance of the extension of Texas Education Agency's 21st Century Community Learning Center Cycle 10 grant award from the original July 31, 2020 end date to extended end date March 31, 2021. The Cycle 10 grant supports ten afterschool programs administered by the following school districts and charter school systems: The Association for the Advancement of Mexican Americans Charter, Galena Park ISD, Baker Ripley Charter, Raul Yzaguirre School for Success Charter, Sheldon ISD, Southwest Schools Charter.

Subject:

Consider acceptance of the extension of TEA's 21st CCLC Cycle 10 grant award from July 31, 2020 to March 31, 2021.

Rationale:

In response to pandemic conditions that have impacted program spending, TEA has extended the end date on the current FY2020 Notices of Grant Award (NOGAs) from July 31, 2020 to March 31, 2021 for the following Cycle 10 schools:

District**School****The Association for the Advancement of Mexican Americans**

George Sanchez High School

Galena Park ISD

North Shore Elementary

Tice Elementary

Williamson Elementary

Baker Ripley

Promise Community School at Baker Ripley

Raul Yzaguirre School for Success

Houston STEM & Early College High School

C.E. King High School

Sheldon ISD

C.E. King Middle School

Royalwood Elementary

Southwest Schools (Charter)

Southwest Bissonnet Elementary

This extension makes available all remaining funds in the FY2020 grant award. No additional funds are being added to the current award. The allowable uses of the funds remain unchanged.

Fiscal Impact**Attachments**

158

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:

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 CCLC CYCLE 10 YEAR 2	265	5929	S287C190044 84.287C	USDE	69502026	08/01/2019	03/31/2021	\$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.

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



07/20/2020

Regular Board Meeting**6.D.3.****Meeting Date:** August 19, 2020**Title:** CASE for Kids TEA 21st CCLC Texas ACE grant Extension for Cycle 9**Submitted For:** Lisa Caruthers, Case for Kids**Submitted By:** Kimberlee Flowers**Recommended Action:** Accept**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:**

Consider acceptance of the extension of Texas Education Agency's 21st Century Community Learning Center Cycle 9 grant award from the original July 31, 2020 end date to extended end date March 31, 2021. The Cycle 9 grant supports ten afterschool programs administered by the following school districts and charter schools: Aldine ISD, Houston ISD, Alief ISD, Clear Creek ISD, Galena Park ISD, Humble ISD, Pasadena ISD, Sheldon ISD, Southwest Schools Charter, Spring ISD.

Subject:

Consider acceptance of the extension of TEA's 21st CCLC Cycle 9 grant award from July 31, 2020 to March 31, 2021.

Rationale:

In response to pandemic conditions that have impacted program spending, TEA has extended the end date on the current FY2020 Notices of Grant Award (NOGAs) from July 31, 2020 to March 31, 2021 for the following Cycle 9 schools:

District	School
Aldine ISD	Drew Academy
Houston ISD	Chavez High School
Alief ISD	Albright Middle School
Clear Creek ISD	Clear Creek Intermediate
Galena Park ISD	North Shore 9th Grade
Humble ISD	Sterling Middle School
Pasadena ISD	South Houston Intermediate
Sheldon ISD	Null Middle School
Southwest Schools (Charter)	Southwest Middle School
Spring ISD	Bammel Middle School

This extension makes available all remaining funds in the FY2020 grant award. No additional funds are being added to the current award. The allowable uses of the funds remain unchanged.

Fiscal Impact**Attachments**

Cycle 9 Extension

Form Review

Inbox

Reviewed By

Date

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:

1

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 CCLC CYCLE 9 YEAR 4	265	5929	S287C190044 84.287C	USDE	69502024	08/01/2019	03/31/2021	\$0.00	\$1,800,000.00
								NOGA Total:	\$1,800,000.00

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.

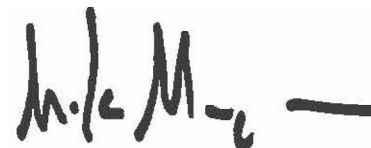
Application and any amendment thereto identified above, Received Date/ Document Control Number/ Application ID{12/11/2019}as revised or negotiated by the Texas Education Agency (TEA), is hereby incorporated by reference and, therefore, made a part of this grant award. Also incorporated by reference into 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



07/20/2020

Regular Board Meeting**6.D.4.****Meeting Date:** August 19, 2020**Title:** School-Based Therapy Services Contracts for FY21**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:** Jonathan Parker, Carrie Crab, Dr. Jesus Amezcua, Bill Monroe, Kendra Jackson**Facilities/Technology Approval Needed?:** None

Information**Posted Agenda Item:**

Consider approval of Interlocal (revenue) contracts for FY 2021 for Therapy Services in the aggregate amount of \$3,483,904 with School-Based Therapy Services and the following districts: Spring ISD (462 students served in FY19) in the amount of \$999,658; and Katy ISD (1267 students served in FY19) in the amount of \$2,484,246.

Subject:

Interlocal (revenue) contracts for School-Based Therapy Services for FY21 with Spring ISD and Katy ISD.

Rationale:

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

Fiscal Impact**Attachments**

Spring ISD and Katy ISD

Form Review**Inbox**

Carie Crabb
Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Ramielle Leday
Final Approval Date: 07/25/2020

Reviewed By

Carie Crabb
Kendra Jackson
Bill Monroe
Jesus Amezcua

Date

07/12/2020 03:09 PM
07/23/2020 02:26 PM
07/23/2020 09:51 PM
07/25/2020 10:36 AM
Started On: 07/06/2020 10:00 AM



HARRIS COUNTY DEPARTMENT OF EDUCATION CONTRACT PROCESSING FORM (CPF)

Contract requires approval from: Superintendent ☐ Assistant Superintendent ☐

SECTION 1 – CONTRACT INFORMATION

Funding Division School-Based Therapy Services	Today's Date 06/29/2020	# Original Contracts 1	Expenditure/Revenue Budget Account Code (20 digits) 19910011100111-57260000
Contracting Party Katy ISD		RFP # (if applicable)	Is Contracting Party an Employee of HCDE? If yes, which division? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Division:
Description of Services: Music, Physical, Occupational Therapy, Assistant, and ESY			
Type of Contract Interlocal	Contract Fiscal Year 2020-2021	HCDE Contract? Yes (HCDE Contract)	Term From: 09/01/2020 To: 08/15/2021

SECTION 2 – CONTRACT TYPE

Expenditure contract less than \$50,000 (Check if Board Approval is Required) Amount: \$2,484,246.00

SECTION 3 – COMPLIANCE WITH POLICY CH (LOCAL) PURCHASING AUTHORITY

The Board has approved entering into this contract for political/lobbying services. ☒ N/A ☐ No ☐ Yes – Click here to enter a date.

SECTION 4 – CONTRACT REVIEW CHECKLIST

☒ This contract was previously reviewed by HCDE attorney (Note that all templates have been reviewed by attorney) – Skip to Section 5

☐ This contract was NOT previously reviewed by HCDE attorney (complete fields below)

Date I reviewed contract using the Contract Review Checklist: Click here to enter a date.

Exceptions Found? Click here to select one.

- ☐ This contract was reviewed by Purchasing.
☐ This contract was reviewed by Technology _____ (initials)
☐ This contract was reviewed by Facilities _____ (initials)

SECTION 5 – REQUIRED SIGNATURES

I certify to the best of my knowledge that the information contained in this document is correct and complete. I further certify that the program and all activities related to the program will be conducted in accordance with all applicable federal, state, and local laws including regulations and contract guidelines created to ensure accomplishment of this objective. Acknowledge by checking box and signing below.

Employee Completing this form	Date	Funding Division Director	Date
<input type="checkbox"/> Ramie J Leday	06/29/2020	<input type="checkbox"/>	

Submit a two-part NCR copy to Purchasing along with the signed original contracts

FOR PURCHASING DIVISION USE ONLY:

Contract Reviewer:	Date:
<input type="checkbox"/> Vendor Packet <input type="checkbox"/> Form 1295 <input type="checkbox"/> Vendor Certification <input type="checkbox"/> Resume <input type="checkbox"/> EICC Checklist <input type="checkbox"/> SAM's Check (Debarred <input type="checkbox"/> Yes <input type="checkbox"/> No)	
<input type="checkbox"/> Board Action Item – <input type="checkbox"/> Revenue <input type="checkbox"/> Expenditure <input type="checkbox"/> Grant <input type="checkbox"/> ILC	<input type="checkbox"/> Signed by Assistant Superintendent Date: _____
<input type="checkbox"/> Board Information Item Date: _____	<input type="checkbox"/> Returned to Division or: _____ Date Returned: _____
<input type="checkbox"/> Contract Approved by Board Date: _____	<input type="checkbox"/> Additional Signatures Required – Return one original to Purchasing when obtained
<input type="checkbox"/> Contract Signed by Superintendent Date: _____	
<input type="checkbox"/> Expenditure Contract (For Approval Only) Date: _____	

NOTES:

Interlocal Contract Between Harris County Department of Education and

Katy Independent School District

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 Katy ISD for the purpose of performing governmental functions and services and to state the terms, rights, and duties of the Contracting parties during the 2020-2021 school year (9/01/2020 – 8/31/2021).

Arrangement

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

<u>Type(s) of Service(s)</u>	<u>Total Days/Hours</u>	<u>Cost Day/Hour</u>	<u>Total Cost</u>
Occupational Therapy	3389	\$482/Day	\$1,633,498.00
Occupational Therapy Assistant	805	\$380/Day	\$305,900.00
Physical Therapy	711	\$482/Day	\$342,702.00
Physical Therapy Assistant	167	\$380/Day	\$63,460.00
Music Therapy	257	\$482/Day	\$123,874.00
Occupational Therapy ESY	14	\$482/Day	\$6,748.00
Occupational Therapy Assistant ESY	6	\$380/Day	\$2,280.00
Physical Therapy ESY	12	\$482/Day	\$5,784.00
<u>TOTAL</u>			<u>\$2,484,246.00</u>

Additional Terms

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

Agreed to:

Superintendent/Designee

Date

James Colbert, Jr., County School Superintendent

Date

For HCDE office use only:

Revenue Account No. 199-1-00-111-00-111-5726-0000

Contract Code TS35800

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



HARRIS COUNTY DEPARTMENT OF EDUCATION CONTRACT PROCESSING FORM (CPF)

Contract requires approval from: Superintendent ☐ Assistant Superintendent ☐

SECTION 1 – CONTRACT INFORMATION

Funding Division School-Based Therapy Services	Today's Date 07/06/2020	# Original Contracts 1	Expenditure/Revenue Budget Account Code (20 digits) 19910011100111-57260000
Contracting Party Spring ISD		RFP # (if applicable)	Is Contracting Party an Employee of HCDE? If yes, which division? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Division:
Description of Services: Music, Physical, Occupational Therapy			
Type of Contract Interlocal	Contract Fiscal Year 2020-2021	HCDE Contract? Yes (HCDE Contract)	Term From: 08/16/2020 To: 08/15/2021

SECTION 2 – CONTRACT TYPE

Expenditure contract less than \$50,000 (Check if Board Approval is Required)	Amount: \$999,658.00
---	-------------------------

SECTION 3 – COMPLIANCE WITH POLICY CH (LOCAL) PURCHASING AUTHORITY

The Board has approved entering into this contract for political/lobbying services. ☒ N/A ☐ No ☐ Yes – Click here to enter a date.

SECTION 4 – CONTRACT REVIEW CHECKLIST

- ☒ This contract was previously reviewed by HCDE attorney (*Note that all templates have been reviewed by attorney*) – **Skip to Section 5**
- ☐ This contract was NOT previously reviewed by HCDE attorney (**complete fields below**)
- Date I reviewed contract using the Contract Review Checklist: Click here to enter a date.
- Exceptions Found? Click here to select one.
- ☐ This contract was reviewed by Purchasing.
- ☐ This contract was reviewed by Technology _____ (initials)
- ☐ This contract was reviewed by Facilities _____ (initials)

SECTION 5 – REQUIRED SIGNATURES

I certify to the best of my knowledge that the information contained in this document is correct and complete. I further certify that the program and all activities related to the program will be conducted in accordance with all applicable federal, state, and local laws including regulations and contract guidelines created to ensure accomplishment of this objective. Acknowledge by checking box and signing below.

Employee Completing this form	Date	Funding Division Director	Date
<input type="checkbox"/> Ramie J Leday	7/06/2020	<input type="checkbox"/>	

Submit a two-part NCR copy to Purchasing along with the signed original contracts

FOR PURCHASING DIVISION USE ONLY:

Contract Reviewer:		Date:	
<input type="checkbox"/> Vendor Packet	<input type="checkbox"/> Form 1295	<input type="checkbox"/> Vendor Certification	<input type="checkbox"/> Resume
<input type="checkbox"/> Board Action Item – <input type="checkbox"/> Revenue <input type="checkbox"/> Expenditure	<input type="checkbox"/> Grant <input type="checkbox"/> ILC	<input type="checkbox"/> EICC Checklist	<input type="checkbox"/> SAM's Check (Debarred <input type="checkbox"/> Yes <input type="checkbox"/> No)
<input type="checkbox"/> Board Information Item	Date: _____	<input type="checkbox"/> Signed by Assistant Superintendent	Date: _____
<input type="checkbox"/> Contract Approved by Board	Date: _____	<input type="checkbox"/> Returned to Division or: _____	Date Returned: _____
<input type="checkbox"/> Contract Signed by Superintendent	Date: _____	<input type="checkbox"/> Additional Signatures Required – Return one original to Purchasing when obtained	
<input type="checkbox"/> Expenditure Contract (For Approval Only)	Date: _____		

NOTES:



School-Based Therapy Services

Interlocal Contract Between Harris County Department of Education and

Spring 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 ISD for the purpose of performing governmental functions and services and to state the terms, rights, and duties of the Contracting parties during the 2020-2021 school year (8/16/2020 – 8/15/2021).

Arrangement

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

Type(s) of Service(s)	Total Days/Hours	Cost Day/Hour	Total Cost
Occupational Therapy	1175 Days	\$482.00	\$566,350.00
Occupational Therapy Assistant	409 Days	\$380.00	\$155,420.00
Physical Therapy	450 Days	\$482.00	\$216,900.00
Physical Therapy Assistant	92 Days	\$380.00	\$34,960.00
Music Therapy	54 Days	\$482.00	\$26,028.00
			\$999,658.00

Additional Terms

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

Agreed to:

Rodney E. Watson, Ph.D.
Superintendent/Designee

James Colbert, Jr., County School Superintendent

Date

Date

For HCDE office use only:

Revenue Account No. 199-1-00-111-00-111-5726-0000

Contract Code TS53950



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.5.****Meeting Date:** August 19, 2020**Title:** School-Based Therapy Services Contracts for FY21**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:** Jonathan Parker, Carie Crabb, Dr. Jesus Amezcua, Bill Monroe, Kendra Jackson**Facilities/Technology Approval Needed?:** None

Information**Posted Agenda Item:**

Consider approval of Interlocal (revenue) contract for FY 2021 for Therapy Services in the aggregate amount of \$2,823,598 with School-Based Therapy Services and Cypress-Fairbanks ISD (1579 students served in FY19) in the amount of \$2,823,598.

Subject:

Interlocal (revenue) contracts for School-Based Therapy Services for FY 21 with Cypress-Fairbanks ISD.

Rationale:

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

Fiscal Impact**Attachments**

Cypress Fairbanks ISD

Form Review**Inbox**

Carie Crabb
Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Ramielle Leday
Final Approval Date: 07/25/2020

Reviewed By

Carie Crabb
Kendra Jackson
Bill Monroe
Jesus Amezcua

Date

07/16/2020 03:31 PM
07/23/2020 02:30 PM
07/23/2020 09:55 PM
07/25/2020 10:37 AM
Started On: 07/16/2020 02:38 PM



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 2020-2021 school year (8/16/2020 – 8/15/2021).

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.

<u>Type(s) of Service(s)</u>	<u>Total Days/Hours</u>	<u>Cost Day/Hour</u>	<u>Total Cost</u>
Occupational Therapy	3,128 Days	\$482/Day	\$1,507,696
Physical Therapy	851 Days	\$482/Day	\$410,182
Music Therapy	460 Days	\$482/Day	\$221,720
Occupational Therapy Assistant	1,328 Days	\$380/Day	\$504,640
Physical Therapist Assistant	472 Days	\$380/Day	\$179,360
			\$2,823,598

Additional Terms

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

Agreed to:

Dr. Linda Macari

Superintendent/Designee

Date

For HCDE office use only:

Revenue Account No. 199-1-00-111-00-111-5726-0000

James Colbert, Jr., County School Superintendent

Date

Contract Code TS21880



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.6.****Meeting Date:** August 19, 2020**Title:** School-Based Therapy Services Contracts for FY21**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:** Jonathan Parker, Carie Crabb, Dr. Amezcua, Bill Monroe, Kendra Jackson**Facilities/Technology Approval Needed?:** None

Information**Posted Agenda Item:****Consider approval of Interlocal (revenue) contract for FY 2021 for Therapy Services in the aggregate amount of \$2,448,357 with School-Based Therapy Services and the following districts:**

Houston Independent School District (1964 students served in FY19) in the amount of \$2,375,575 and Dayton Independent School District (42 students served in FY19) in the amount of \$72,782.

Subject:

Interlocal (revenue) contract for School-Based Therapy Services for FY 21 with the Houston Independent School District and Dayton Independent School District.

Rationale:

HCDE School-Based Therapy Services will provide occupational therapy and physical therapy services to the Houston Independent School District and Dayton Independent School District.

Fiscal Impact**Attachments**

HISD OT/PT IDEA Interlocal

Dayton ISD

Signature Page

Form Review**Inbox**Carie Crabb
Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Ramielle Leday
Final Approval Date: 07/28/2020**Reviewed By**Carie Crabb
Kendra Jackson
Bill Monroe
Jesus Amezcua**Date**07/24/2020 01:07 PM
07/27/2020 07:06 AM
07/27/2020 10:15 AM
07/28/2020 11:07 AM
Started On: 07/24/2020 12:01 PM

**SERVICES CONTRACT
BETWEEN
HOUSTON INDEPENDENT SCHOOL DISTRICT
AND
HARRIS COUNTY DEPARTMENT OF EDUCATION (OT/PT Services [IDEA])**

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

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

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

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

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

Provider agrees to provide to HISD:

- The Contractor shall furnish and provide 26 full time equivalent (FTE) physical therapist (PT) and/or occupational therapist (OT) personnel. These services are provided at a rate of \$475 per 7.5 hour workday or \$63.33 per hour. Break times afforded personnel during the workday (e.g. lunch) are not charged to the district.
- The Contractor shall furnish and provide 5 full time equivalent (FTE) physical therapy assistant (PTA) and/or occupational therapy assistant personnel. These services are provided at a rate of \$375 per 7.5 hour workday or \$50.00 per hour. Break times afforded personnel during the workday (e.g. lunch) are not charged to the district.

Aspects of Services Provided at No additional Cost to Houston ISD:

- The Contractor will provide professional development, with content specific to best practices for therapist working under IDEA and ESSA. This professional development also provides continuing education hours necessary to maintain professional licensure or certification.
- The Contractor will provide supervision by a manager who is an OT or PT who has experience in school practice. Supervision includes on-site visits to observe therapists as they work with children and other members of the team; and they will collaborate with the Manager of OT/PT services in Houston ISD to provide feedback to address job performance and promotes continued professional growth.
- The contractor will provide up to 5 paid days and financial reimbursement for the cost of professional development relevant to OT/PT school practice.
- The Contractor will provide an initial orientation which includes an overview of IDEA and school-based therapy for OT/PT services.

- The Contractor shall furnish and provide 9 months of wireless internet access for all personnel providing services in the HISD.
- The Contractor shall furnish and provide an internet accessible mobile computing device compatible with Windows 10 or later able to operate Kurzweil 3000 Version 15 or later software along with Microsoft Office 365 for all personnel providing services in the HISD.
- The Contractor will make every attempt to provide the number of personnel and services 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.
- Occupational therapy and physical therapy services recommended through the ARD/IEP process; Occupational therapy and physical therapy screening and evaluation services; Assistive technology services addressing written production and computer access; Act as campus resources in addressing adaptation strategies for including children with disability in the general education setting; Provide classroom based support services for highly specialized special education instructional programs to assist classroom personnel in the design and implementation of instructional strategies that facilitate the motoric development and independent participation of children with disabilities in the instructional program.
- HISD and the Contractor agree and understand that the parent(s) of these students have voluntarily given their permission for students to receive the services to be provided by this Agreement.
- The Contractor shall maintain its records and accounts to assure a proper accounting to the HISD of all monies applicable to this Agreement. The Contractor shall compile and furnish periodic reports and other evaluative information requested by HISD to comply with applicable laws, rules, and regulations of the State of Texas and the Texas Board of Education.

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

II. SERVICES TO BE PROVIDED BY HISD:

HISD agrees to provide to Provider:

- The HISD Manager of Special Education Programs Occupational Therapy, Physical Therapy, and Assistive Technology Services will monitor the services Contractor provides. Said Manager will share perceptions of performance of services with the Contractor.

III. TERM OF CONTRACT

The term of this Contract shall be from **August 10, 2020 through June 30, 2021**; provided, however, this Contract may be terminated prior to the expiration of the term as provided in the Termination Section of this Contract.

IV. TERMINATION

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

- By HISD upon 3 days' notice if the work is not provided in a satisfactory and proper manner as determined by HISD.
- By mutual written agreement of the parties;
- By HISD without cause, upon thirty (30) days prior written notice to the Provider; or
- By HISD immediately if Provider commits a material breach of any of the terms of this Contract.

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

V. COMPENSATION

For and in consideration of the services to be provided by Provider under this Contract, HISD will pay Provider **upon submission of an original invoice(s) in a total amount not to exceed \$2,375,575.00. Invoices should not be submitted and payment will not be made until after goods or services have been supplied or rendered.**

The compensation to be paid should be charged against the following budgets:

FUNDS 10 DIGITS			OBJECT/GL/ COMMITMENT ITEM 10 DIGITS			FUND CENTER/COST CENTER 10 DIGITS				FUNCTIONAL AREA 16 DIGITS				AMOUNT NOT TO EXCEED
TEA FUND CODE	HISD FUND CODE	HISD INITIATIVE	TEA OBJECT	HISD SUB- OBJECT	HISD GROWTH	HISD SEGMENT	HISD GROUP	TEA ORG	HISD SUB- ORG	SERVICES	TEA PIC	FUNCTION PROCESS	SUB-PROCESS ACTIVITY	
														\$2,375,575.00

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

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

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

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

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

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

To the extent that Federal Funds are utilized for payment under this contract, Provider agrees to comply with the Education Department General Administrative Regulations ("EDGAR"). Provider shall complete the EDGAR Provider Certifications which are attached hereto as Exhibit "1," which certifications are incorporated by reference herein, and shall ensure that such Provider Certifications are promptly updated as necessary during the term of this Contract. Noncompliance or misrepresentation regarding the Provider Certifications may, in HISD's sole discretion, be grounds for immediate termination of this Contract.

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

X

Provider's Signature

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

VI. RELATIONSHIP OF THE PARTIES

It is understood and agreed that Provider is a separate legal entity from HISD and neither it nor any of its employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of HISD. Provider assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to this Contract, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.

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

VII. NO WAIVER OF IMMUNITY

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

VIII. AUTHORIZATION OF CONTRACT

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

IX. NO WAIVER

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

X. NOTICE

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

To: **Harris County Department of Education**
Attn: Dr. James Colbert, Jr.
County Superintendent
6300 Irvington Blvd.
Houston, Texas 77022

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

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

XI. NO ASSIGNMENT

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

XII. SECTION HEADINGS

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

XIII. GOVERNING LAW

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

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

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

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

Provider shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

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

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

XIV. ORIGINALS

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

XV. REPORTS

To the extent applicable, HISD and Provider shall furnish operating reports to designated representatives on a schedule to be mutually agreed upon. No written

reports of any kind shall be released to any third parties without prior written approval of HISD.

XVI. INDEMNITY

THE SUPPLIER/PROVIDER SHALL INDEMNIFY, AND HOLD HARMLESS AND DEFEND HISD AND EACH OF IT'S PAST, PRESENT AND FUTURE OFFICERS, TRUSTEES, AGENTS, AND EMPLOYEES IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES OR DAMAGES, INCLUDING ATTORNEYS' AND EXPERTS' FEES, COURT COSTS AND EXPENSES INCURRED BY HISD AND IT'S OFFICERS, TRUSTEES, AGENTS AND EMPLOYEES, FOR: (1) INJURY OR DEATH TO PERSONS; (2) DAMAGE TO, OR DESTRUCTION OF, PROPERTY; AND (3) LAWSUITS, DEMANDS OR CAUSES OF ACTION OF WHATSOEVER KIND OR NATURE BASED UPON, RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH, ANY ACT, ERROR, OMISSION, MISREPRESENTATION, OR MISCONDUCT BY SUPPLIER/PROVIDER, AND ITS EMPLOYEES, OFFICERS, SUB-CONSULTANTS, SUB-CONTRACTORS OR AGENTS ARISING OUT OF, OR IN CONNECTION WITH, SUPPLIER'S/PROVIDER'S PERFORMANCE OF THE AGREEMENT.

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

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

Nothing in this Contract shall be construed to create a claim or cause of action against the District for which it is not otherwise liable, nor to waive any immunity or defense to which the District may be entitled nor to create an impermissible deficiency debt of the District.

XVII. CRIMINAL HISTORY BACKGROUND CHECK

Pursuant to Sections 22.0834, 22.0835 and 22.085 of the Texas Education Code, Provider hereby certifies that all employees, subcontractors and volunteers of the Provider who are hired by Provider on or after January 1, 2008, who have or will have continuing duties related to the contracted services, and have or will have direct contact with students, have passed a national criminal history background record information review as required by those sections. Provider must provide a list of the names and dates of birth of all employees who have passed the background check to District's Office of Ethics & Compliance in person or via email at ethics@houstonisd.org. If Provider's employees, subcontractors or volunteers have no contact with HISD students, Provider shall so certify on a prescribed form to the

Office of Ethics & Compliance, and will be considered to be in compliance with the requirements of this contract.

X

Provider's Signature

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

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

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

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

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

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

WARNING: Section 44.034 of the Texas Education Code requires that a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has

been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

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

XVIII. RECORDS RETENTION AND AUDITS

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

XIX. STUDENT RECORDS

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

XX. TEXAS PUBLIC INFORMATION ACT

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

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

XXI. BUSINESS ETHICS

During the course of pursuing contracts, and the course of contract performance, Provider will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans or other considerations beyond that which would be collectively categorized as incidental shall be made to any employees or officials of HISD, its authorized agents and representatives, or to family members of any of them. At any time Provider believes there may have been a violation of this obligation, Provider shall notify HISD of the possible violation. HISD is entitled to request a representation letter from Provider, its subcontractors or vendors at any time to disclose all things of value passing from Provider, its subcontractors or vendors to HISD's personnel or its authorized agents and representatives.

REQUIRED DISCLOSURES

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

than \$100 in the 12-month period preceding the date of the contract; or has a family relationship with a local government officer of HISD. The questionnaire must be filed not later than the seventh business day after the later of: (1) the date that the vendor: (A) begins discussions or negotiations to enter into a contract with HISD; or (B) submits an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with HISD; or (2) the date the vendor becomes aware: (A) of an employment or other business relationship with a local government officer, or a family member of the officer of HISD; (B) that the vendor has given one or more gifts to a local government officer of HISD of more than \$100 in the aggregate; (C) of a family relationship with a local government officer of HISD. THIS REQUIREMENT DOES NOT APPLY TO A PERSON IF THE PERSON IS: (1) A STATE, A POLITICAL SUBDIVISION OF A STATE, THE FEDERAL GOVERNMENT, OR A FOREIGN GOVERNMENT; OR (2) AN EMPLOYEE OR AGENT OF AN ENTITY DESCRIBED BY SUBDIVISION (1), ACTING IN THE EMPLOYEE'S OR AGENT'S OFFICIAL CAPACITY.

X

Provider's Signature

XXII. BUSINESS CERTIFICATES / TAXES

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

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

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

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

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

Assumed Names

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

XXIII. CONFIDENTIAL & PROPRIETARY INFORMATION

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

XXIV. DATA AND PROPRIETARY RIGHTS

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

XXV. DEBARMENT AND SUSPENSIONS

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

XXVI. INSURANCE

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

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

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

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

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

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

XXVII. COMPLETE UNDERSTANDING

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

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

If any provisions of this Contract shall be held invalid, the remainder shall, nevertheless, be deemed valid and effective.

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

Houston Independent School District

REQUESTOR'S SIGNATURE:

By: _____

Enter Name

Department No. 640

APPROVED AS TO
FUNDING /BUSINESS TERMS:

By: _____

Sherrie Robinson

Controller

APPROVED AS TO FORM:

By: _____

Yolanda Rodriguez

Date

Interim Chief Academic Officer

By: _____

Elneita Hutchins-Taylor

Date

General Counsel

PROVIDER:

Harris County Department of Education

By: _____

Dr. James Colbert Jr.

Date

Country Superintendent

Taxpayer Identification Number

EXHIBIT 1

EDGAR CERTIFICATIONS

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

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

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

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

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

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

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

Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (H) above, when federal funds are expended by HISD, Vendor certifies that during the term of an award for all contracts by HISD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

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

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

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

subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTS

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

Vendor's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

EXHIBIT “2”

HISD CERTIFICATE OF INTERESTED PARTIES – FORM 1295

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

Houston ISD (“HISD”) is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits HISD from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to HISD at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

“Interested Party” means a person:

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

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

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

OFFICE USE ONLY

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

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

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

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

5 Check only if there is NO Interested Party.

☐**6 AFFIDAVIT**

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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

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

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

EXHIBIT 3

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border-bottom: 1px solid black; padding-bottom: 5px; text-align: center;">OFFICE USE ONLY</div> <div style="padding: 5px;"> Date Received </div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. </div>		
<div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; align-items: center;"> <input style="margin-right: 10px;" type="checkbox"/> <div> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) </div> </div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information is being disclosed. </div> <div style="text-align: center; margin-top: 10px;"> <hr style="width: 50%; margin: 0 auto;"/> Name of Officer </div>		
<div style="border: 1px solid black; padding: 2px;"> 4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. </div> <div style="margin-top: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: center; gap: 50px; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: center; gap: 50px; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. </div>		
<div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; align-items: center;"> <input style="margin-right: 10px;" type="checkbox"/> <div> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). </div> </div> </div>		
<div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>Signature of vendor doing business with the governmental entity</div> <div>Date</div> </div> </div>		



School-Based Therapy Services

Interlocal Contract Between Harris County Department of Education and

Dayton ISD

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract (the "Contract") is made and entered into between Harris County Department of Education ("HCDE") and Dayton ISD for the purpose of performing governmental functions and services and to state the terms, rights, and duties of the Contracting parties during the 2020-2021 school year (8/16/2020 – 8/15/2021).

Arrangement

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

<u>Type(s) of Service(s)</u>	<u>Total Days/Hours</u>	<u>Cost Day/Hour</u>	<u>Total Cost</u>
<u>Physical Therapy</u>	<u>30 Days</u>	<u>\$482.00</u>	<u>\$14,460.00</u>
<u>Occupational Therapy</u>	<u>121 Days</u>	<u>482.00</u>	<u>\$58,322.00</u>
			<u>\$72,782.00</u>

Additional Terms

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

Agreed to:

Superintendent/Designee

Date

For HCDE office use only:

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

James Colbert, Jr., County School Superintendent

Date

Contract Code _____



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

Houston Independent School District

REQUESTOR'S SIGNATURE:

By: _____
Enter Name
Department No. 640

APPROVED AS TO
FUNDING /BUSINESS TERMS:

By: _____
Sherrie Robinson
Controller

APPROVED AS TO FORM:

By: _____
Yolanda Rodriguez
Interim Chief Academic Officer

Date

By: Elneita Hutchins-Taylor 7-23-2020
Elneita Hutchins-Taylor
General Counsel

Date

PROVIDER:

Harris County Department of Education

By: _____
Dr. James Colbert Jr.
Country Superintendent

Date

Taxpayer Identification Number

Regular Board Meeting**6.E.1.****Meeting Date:** August 19, 2020**Title:** Contract Award for 20/046SG for Award Jackets, Apparel, Screen Printing & Embroidery**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:**

Consider Approval of the Contract Award for job no. 20/046SG for Award Jackets, Apparel, Screen Printing & Embroidery with the following vendors: 4imprint, Inc. (#20/046SG-01); J.A.K. Printwear, Inc. dba Ace T-Shirts (#20/046SG-02); Ad-Wear & Specialty of Texas, Inc. (#20/046SG-03); Balfour Company (#20/046SG-04); Buffalo Specialties, Inc. (#20/046SG-05); Roman Armstrong dba Gameday Sports Apparel (#20/046SG-06); Houston Graduation Center, Inc. (#20/046SG-07); JW Drouin & Associates dba J. Harding & Co. (#20/046SG-08); Marketing Magic International, Ltd (#20/046SG-09); MECA Sportswear, Inc. (#20/046SG-10); STS Brand, LLC dba STS Brand (#20/046SG-11); Tejas Office Products, Inc. (#20/046SG-12); Texas Music Festivals Enterprise, Inc., and Trademarks Promotional Products, LP (#20/046SG-14) for the period 08/19/2020 through 08/18/2021.

Subject:

Choice Partners; Contract Award; Award Jackets, Apparel, Screen Printing & Embroidery; Revenue Generating

Rationale:

The process enacted was Request for Proposal (RFP) to acquire proposals from vendors to provide Award Jackets, Apparel, Screen Printing & Embroidery to HCDE/Choice Partners members.

Eight hundred sixty nine (869) invitations were extended for proposals. Thirty (30) responses were received from vendors. Each response was reviewed for compliance with the requirements of RFP no. 20/046SG. All responses that met the criteria and requirements of the RFP were evaluated and scored. One (1) vendor was determined to be non-responsive, fifteen (15) were non-awarded, and fourteen (14) 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 08/19/2020 to 08/18/2021 to the vendors stated above in Posted Agenda Item. Contract no. 20/046SG has the option for up to three (3) annual renewals. Anticipated revenue from contract no. 20/046SG 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

Recommendation
Evaluation Summary
Participation Listing

Form Review

Inbox	Reviewed By	Date
Choice Partners	Jeff Drury	07/27/2020 05:28 PM
Purchasing Alternate	Yaritza Roman	07/28/2020 04:38 PM
Purchasing	Bill Monroe	07/28/2020 09:20 PM
Assistant Superintendent - Business	Jesus Amezcua	07/29/2020 06:45 PM
Form Started By: Cora Day		Started On: 07/01/2020 12:20 PM
Final Approval Date: 07/29/2020		



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

Job (Bid or RFP#) and Name: 20/046SG Award Jackets, Apparel, Screen Printing, and Embroidery
Board Meeting Date: 8/19/2020
Date: 7/13/2020

Procurement Requirements Available:

Check One

<input type="checkbox"/>	Under \$2,500 (Requires Division Director and Asst Supt. Approval)
<input type="checkbox"/>	From \$2,500 to \$50,000 (Requires Buyer, Purchasing Director/CFO Approval)
<input type="checkbox"/>	Over \$50,000 (per CH Local)
<input checked="" type="checkbox"/>	Cooperative Programs (Requires Board Approval)

I certify that I have reviewed the attached RFP and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with local Board Policies (CH local/legal) and legal (federal and state) policies and administrative guidelines set by the Business Office and Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this RFP to include policies on conflict of interest (CIQ).

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases.

I further certify that I recommend the execution of a contract after Board approval.

(Note: This form is required of all jobs (bids and RFPs) prepared by all buyers & Director)

Justification:

(Any information that pertains to this job (bid or RFP)

20/046SG Award Jackets, Apparel, Screen Printing, and Embroidery

Choice Partners members will utilize this contract for Award Jackets, Apparel, Screen Printing, and Embroidery

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	869	vendors
HCDE received	30	responses (see attached evaluation summary).

Recommendation:

HCDE is recommending with Choice Partners Cooperative for 4imprint, Inc., J.A.K. Printwear, Inc. dba Ace T-Shirts, Ad-Wear and Specialty of Texas, Balfour Company, Buffalo Specialties, Inc, Rohan Armstrong dba Gameday Sports Apparel, Houston Graduation Center, INC., JW Drouin & Associates dba J. Harding & Co., Marketing Magic International , MECA Sportswear, STS Brand, LLC dba STS Brand, Tejas Office Products, Inc., Texas Music Festivals Enterprise, Inc, and Trademarks Promotional Products



**Harris County Department of Education
Choice Partners
Instructions to Recommendation Committee**

[This form is used to document due diligence by Recommendation Committee]

To:	Recommendation Committee
From Choice Partners - Contract Manager:	Steve Gibson
Job (Bid or RFP) # and Name:	20/046SG Award Jackets, Apparel, Screen Printing, and Embroidery
Board Meeting Date:	8/19/2020
Today's Date:	7/13/2020

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.
From Contract Manager: Amezcua, CPA, Assistant Supt. for Business
Purchasing Dept: Steve Gibson
Job- Bid or RFP# and Name: Bill Monroe, Director, Purchasing
20/046SG
Award Jackets, Apparel, Screen Printing, and Embroidery
Board Meeting Date: 8/19/2020
Date: 7/13/2020

Procurement Requirements Available:

	<u>Check One</u>
_____	Under \$2,500 (Requires Division Director and Asst Supt. Approval)
_____	From \$2,500 to \$50,000 (Requires Buyer, Purchasing Director/CFO Approval)
_____	Over \$50,000 (per CH Local)
_____ X	Cooperative Programs (Requires Board Approval)

I certify that I have reviewed the attached job (bid or RFP) and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with Local Board Policies (CH Local/Legal) and Legal (Federal and State) policies and administrative guidelines set by the Business Office and the Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this job (bid or RFP) to include policies on conflict of interest.

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases. I further certify that I recommend the issuance of a purchase order after Board approval and execution of a contract.

(Note: This form is required of all jobs (bids and RFPs) prepared by all buyers and Director)

		Total Weighted Value	4imprint, Inc.	Ad-Wear and Specialty of Texas	Ace T-Shirts	Astro Apparel & Uniforms*	Authentic Promotions.com	Balfour Company (Pride and Recognition)
20/046SG Evaluation Criteria								
Averages								
(1) Price Overall Cost of Program Pricing as determined by the proposal submitted Pricing may also be based upon usage and coverage		40	25.00	31.67	26.33	34.67	25.00	32.67
(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	19.00	16.00	18.33	18.33	11.33	19.00
(3) Quality of Vendor's products/services and extent to which the products/services meet HCDE and HCDE members' needs: Project Management Infrastructure Solutions Quality of Vendor's Products/Service Demonstrated Ability to Perform		25	21.67	21.67	20.00	21.33	19.00	21.67
(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	3.67	4.33	3.00	2.67	4.67	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		5	4.33	2.00	3.33	3.67	1.33	4.67
(8) Marketing Plan		5	4.33	1.67	4.67	4.33	4.67	4.33
Total		100	78.00	77.33	75.67	85.00	66.00	86.67
Evaluation committee for this RFP: Laura Sprehe Mary Causey Yaritza Roman		Invitations sent 869 prospective bidders Contracts are in accordance with TEC 44.031 It is recommended that the following awards of annual contracts: Contract Vendor 20/046SG -01 4imprint 20/046SG -02 Ace T-Shirts 20/046SG -03 Ad-Wear and Specialty of Texas 20/046SG -04 Balfour Company 20/046SG -05 Buffalo Specialties 20/046SG -06 Gameday Sports Apparel 20/046SG -07 Houston Graduation Center 20/046SG -08 J. Harding & Co. 20/046SG -09 Marketing Magic International 20/046SG -10 MECA Sportswear 20/046SG -11 STS Brand 20/046SG -12 Tejas Office Products 20/046SG -13 Texas Music Festivals 20/046SG -14 Trademarks Promotional						
Non-Responsive	1							
Non-awarded	15							
Award Threshold of 73	14							
Total Responses	30							

*Astro Apparel's proposal scored high, but vendor did not understand our contract provisions. Following discussion/email, Astro withdrew their proposal.

		Brandit LLC	Buffalo Specialties, Inc	Butler Business Products, LLC	Cheerleading Company (Movie Show Video Mgt., Inc.)	Clever Items	FR Girls of Texas	GA ADVERTISING (FIDELFO LOZANO JR)
20/046SG Evaluation Criteria								
Averages								
(1) Price Overall Cost of Program Pricing as determined by the proposal submitted Pricing may also be based upon usage and coverage		26.67	28.33	NR	11.67	28.00	28.00	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		15.33	17.00		15.67	16.67	15.67	14.67
(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		18.33	18.33		18.33	21.00	20.33	20.33
(4) Impact on the ability of HCDE members to comply with laws and rules relating to HUB/MWBE/SBE/PDBE/DBE		0.00	0.00		0.00	0.00	0.00	0.00
(5) Whether Vendor's financial capability is appropriate to the size and scope of the project and the total long-term cost to HCDE and HCDE members to acquire the products/service		3.67	4.33		4.33	3.00	3.67	2.67
(6) For a contract for good s 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		0.00	0.00		0.00	0.00	0.00	0.00
(7) Vendor's past relationship with HCDE/CP		3.00	4.33		3.00	2.33	2.00	2.33
(8) Marketing Plan		1.67	4.33		0.67	0.33	0.67	0.33
Total		68.67	76.67		53.67	71.33	70.33	70.33
Evaluation committee for this RFP: Laura Sprehe Mary Causey Yaritza Roman								
Non-Responsive	1							
Non-awarded	15							
Award Threshold of 73	14							
Total Responses	30							

		Gameday Sports Apparel	Graduate Sales & Recognition	Graphics Unlimited, Inc.	Houston Graduation Center, INC. (Herff Jones)	J. Harding & Co. (J W Drouin & Assoc.)	Joy Professional Promotional Products, LLC	Marketing Magic International LTD
20/046SG Evaluation Criteria								
Averages								
(1) Price Overall Cost of Program Pricing as determined by the proposal submitted Pricing may also be based upon usage and coverage		26.67	26.00	15.00	28.67	26.33	13.33	26.33
(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		17.33	15.00	10.00	16.67	17.00	9.33	17.00
(3) Quality of Vendor's products/services and extent to which the products/services meet HCDE and HCDE members' needs: Project Management Infrastructure Solutions Quality of Vendor's Products/Service Demonstrated Ability to Perform		17.33	19.33	20.00	19.00	22.33	10.67	18.67
(4) Impact on the ability of HCDE members to comply with laws and rules relating to HUB/MWBE/SBE/PDBE/DBE		0.00	0.00	0.00	0.00	0.00	0.00	0.00
(5) Whether Vendor's financial capability is appropriate to the size and scope of the project and the total long-term cost to HCDE and HCDE members to acquire the products/service		4.00	3.67	4.33	4.67	4.33	2.67	2.67
(6) For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state		0.00	0.00	0.00	0.00	0.00	0.00	0.00
(7) Vendor's past relationship with HCDE/CP		3.33	3.00	2.67	2.67	2.33	0.00	4.33
(8) Marketing Plan		4.67	3.67	1.33	4.00	4.00	0.00	4.33
Total		73.33	70.67	53.33	75.67	76.33	36.00	73.33
Evaluation committee for this RFP: Laura Sprehe Mary Causey Yaritza Roman								
Non-Responsive Non-awarded Award Threshold of 73	1 15 14							
Total Responses	30							

		MECA Sportswear	NO EGO APPAREL (NO EGO INC)	R & K Apparel (R & K Imports, Inc.)	Rose Costumes	Scarborough Specialties, Inc	SPARKLE-dance	STS Brand (STS Brand LLC)
20/046SG Evaluation Criteria								
Averages								
(1) Price Overall Cost of Program Pricing as determined by the proposal submitted Pricing may also be based upon usage and coverage		32.67	26.00	29.33	14.00	13.33	26.67	25.67
(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		13.33	9.67	10.33	11.67	14.00	13.00	19.00
(3) Quality of Vendor's products/services and extent to which the products/services meet HCDE and HCDE members' needs: Project Management Infrastructure Solutions Quality of Vendor's Products/Service Demonstrated Ability to Perform		19.67	18.67	17.33	13.33	18.33	20.00	19.00
(4) Impact on the ability of HCDE members to comply with laws and rules relating to HUB/MWBE/SBE/PDBE/DBE		0.00	0.00	0.00	0.00	0.00	0.00	0.00
(5) Whether Vendor's financial capability is appropriate to the size and scope of the project and the total long-term cost to HCDE and HCDE members to acquire the products/service		4.67	2.33	4.33	3.00	4.00	3.00	4.00
(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		0.00	0.00	0.00	0.00	0.00	0.00	0.00
(7) Vendor's past relationship with HCDE/CP		2.67	2.67	0.33	3.33	1.67	3.33	4.00
(8) Marketing Plan		5.00	1.33	1.33	1.33	2.00	4.67	4.00
Total		78.00	60.67	63.00	46.67	53.33	70.67	75.67
Evaluation committee for this RFP: Laura Sprehe Mary Causey Yaritza Roman								
Non-Responsive	1							
Non-awarded	15							
Award Threshold of 73	14							
Total Responses	30							

		Tejas Office Products, Inc.	Texas Music Festivals Enterprise, Inc	Trademarks Promotional Products
20/046SG Evaluation Criteria				
Averages				
(1) Price Overall Cost of Program Pricing as determined by the proposal submitted Pricing may also be based upon usage and coverage		33.00	28.33	26.67
(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		15.00	13.00	16.33
(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		21.33	20.67	20.33
(4) Impact on the ability of HCDE members to comply with laws and rules relating to HUB/MWBE/SBE/PDBE/DBE		0.00	0.00	0.00
(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		4.33	4.33	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		0.00	0.00	0.00
(7) Vendor's past relationship with HCDE/CP		4.67	2.67	3.67
(8) Marketing Plan		4.67	4.33	4.33
Total		83.00	73.33	75.67
Evaluation committee for this RFP: Laura Sprehe Mary Causey Yaritza Roman				
Non-Responsive	1			
Non-awarded	15			
Award Threshold of 73	14			
Total Responses	30			

Harris County Department of Education

Participation Detail as of 7/24/2020 03:00:49 PM (CT)

Bid Information

Bid Creator	Mr. Steve Gibson Contract Manager
Email	sgibson@hcde-texas.org
Phone	1 (713) 6816052
Fax	
Bid Number	20/046SG
Title	Award Jackets, Apparel, Screen Printing, and Embroidery
Bid Type	Request for Proposal
Issue Date	5/29/2020 02:00 PM (CT)
Close Date	6/29/2020 02:00:00 PM (CT)

Participation Summary

Company Name	City, State	Invitation Date	Status	Status Date	Response Date
2 Inspire Peace	Dallas, TX	05/29/2020			
23 THRU ME LLC (23 THRU ME)	Houston, TX	05/29/2020			
2nd Nature Design Studio (Donavin Murray)	Houston, TX	05/29/2020			
2Tier Wholesalers	Garland, TX	05/29/2020			
3 Crafty Sisters	Greenville, TX	05/29/2020			
365 Paving & Construction LLC	Mission, TX	05/29/2020			
3T Federal Solutions, LLC	Austin, TX	05/29/2020			
4imprint, Inc.	Oshkosh, WI	05/29/2020	Submitted	06/23/2020	06/23/2020
5W Public Relations	New York, NY	05/29/2020			
A Clearer Image	YORKTOWN, VA		No Bid	06/03/2020	06/03/2020
A Plus Career Apparel	Burlingame, CA	05/29/2020			
A Plus Trophy (Carl B Andrews dba A Plus Trophy)	Humble, TX	05/29/2020			
A&M Executive Services LLC	Dallas, GA	05/29/2020			
A+ Literacy Education And Development	Houston, TX	05/29/2020			
A1 SPORTS CENTER	SAN ANTONIO, TX		No Bid	06/17/2020	06/26/2020
AAA Painting	Houston, TX	05/29/2020			
ABC Promos & Gifts	Milan, IL	05/29/2020			
Absolute Color Mailplex	Houston, TX	05/29/2020			
AC PRINTING, LLC	EULESS, TX	05/29/2020			
Ace Promotions	San Benito, TX	05/29/2020	Viewed	05/29/2020	
Ace T-Shirts	Pasadena, TX		Submitted	06/29/2020	06/29/2020
Acme Supply Co., LTD	Glen Cove, NY	05/29/2020			
Acting for All (AFA)	Missouri City, TX	05/29/2020			
Ad Display Sign Systems, Inc.	Katy, TX		Viewed	06/17/2020	
Adams Paint Company (Adams Manufacturing Co., INC.)	LUBBOCK, TX		Viewed	06/08/2020	
Addikshun Athletik Apparel (Dream Big Think Smart Marketing)	Houston, TX	05/29/2020			
Adele's Coaching and Consulting	Missouri City, TX	05/29/2020			
Admiral Linen and Uniform Service, Inc. (Admiral Linen Service, Inc)	Houston, TX	05/29/2020			
ADPOWER	Houston, TX	05/29/2020			
ADS Custom Signs, Inc.	Pasadena, TX	05/29/2020			
Advanced Bio-Medical Technologies Corporation (dEERBROOK pHARMACY sERVICES LLC)	HUMBLE, TX	05/29/2020			
Advanced Graphics (MBR, INC.)	Katy, TX	05/29/2020			
Advantage Business Products	Oregon City, OR	05/29/2020			
Advantage office products	Houston, TX	05/29/2020			
Advantage Supply	Fort Worth, TX	05/29/2020			
ADVENTURES IN LEARNING (Gregory Dale Laufer)	El Paso, TX	05/29/2020			
Ad-Wear and Specialty of Texas	Houston, TX	05/29/2020	Submitted	06/29/2020	06/29/2020
AFP INDUSTRIES, INC.	SOUTH MIAMI, FL	05/29/2020			
AGAS MFG	Philadelphia, PA	05/29/2020			

AHMS (Auto & Home Mobility Equipment)	College Station, TX	05/29/2020		
Aimgraphics (American Installation and Management, LLC)	Euleess, TX	05/29/2020		
AIRBORNE MEDICAL EQUIPMENT COMPANY (TruceTalk, Incorporated)	San Antonio, TX	05/29/2020		
AJL Advertising Specialties, Inc.	Austin, TX	05/29/2020	Viewed	06/02/2020
Al's Formal Wear (Formal Specialists Ltd)	Houston, TX	05/29/2020		
Alabama	Montgomery, AL	05/29/2020		
Algy Costumes & Uniforms (Algy Trimmings Co Inc)	Hallandale, FL	05/29/2020		
Align With Wealth	Spring, TX	05/29/2020		
All About Events	Houston, TX	05/29/2020		
All Flag & Flagpoles, Inc.	East Setauket, NY	05/29/2020		
All Printing (All Print & Office supply)	Missouri city, TX	05/29/2020	Viewed	06/22/2020
ALL VALLEY DRUG SCREENS	Brownsville, TX	05/29/2020		
Allegro Music, Lighting and Sound	League City, TX	05/29/2020		
Alliance Loose Leaf (JPS Alliance, Inc.)	Fort Worth, TX	05/29/2020		
Alliance Strategic Business Services, LP	Houston, TX	05/29/2020		
Allied Products Corporation	Kansas City, MO	05/29/2020		
Allied Signs	Houston, TX	05/29/2020		
AllTex Welding Supply, Inc.	Waller, TX	05/29/2020	Viewed	05/29/2020
Alphagraphics 600 (A Dog Solutions)	San Antonio, TX	05/29/2020		
Alphagraphics of Conroe (Shakun Solutions, LLC)	Conroe, TX	05/29/2020		
Altius Graphics (NAYAK Corporation)	Houston, TX	05/29/2020		
AMAZING AWARDS INC	Houston, TX	05/29/2020	Viewed	06/17/2020
AMC Promotional Products	Orlando, FL	05/29/2020		
America Team Sports	Richardson, TX	05/29/2020		
AMERICA'S BEST FLAGS AND FLAGPOLES	NEW BRAUNFELS, TX	05/29/2020		
American Aviation Services	Hockley, TX	05/29/2020		
American Flag Pole	Abingdon, VA	05/29/2020		
AMERICAN FLOORING SERVICES	Richmond, TX	05/29/2020		
American Hotel Register Company	Vernon Hills, IL	05/29/2020		
American Medical Institute Inc (N/A)	Houston, TX	05/29/2020		
American Pride Paper and Plastic	Lakewood, NJ	05/29/2020		
AMERICAN SCREEN GRAPHICS	KINGWOOD, TX	05/29/2020	Viewed	06/04/2020
American Specialty Advertising and Promotional Marketing LLC	Allen, TX	05/29/2020		
Ameritex Flag and Flagpole LLC	San Antonio, TX	05/29/2020		
Anderson Hydra Platforms, Inc.	York, SC	05/29/2020		
Andersons (Taymark)	Minneapolis, MN	05/29/2020		
Ann Marie Harbour	Richmond, TX	05/29/2020		
Anodizing Graphics of Texas (Durable Printed Products, Inc.)	Stafford, TX	05/29/2020		
Apollo Office Systems LLC	Alvin, TX	05/29/2020		
Aramark	Dallas, TX	05/29/2020		
Aramark Management Services Limited Partnership (Aramark SMMS LLC)	Philadelphia, PA	05/29/2020		
Arctic Guard	Katy, TX	05/29/2020		
Armor Gear	Rosharon, TX	05/29/2020		
Artex Neu LLC	Housotn, TX	05/29/2020		
Artistic Awards, Inc. (Mark Leinen)	Dallas, TX	05/29/2020		
Arts Alive! Inc (ARTS ALIVE!)	Houston, TX	05/29/2020		
Ascott Browne	Port Chester, NY	05/29/2020		
Astro Apparel & Uniforms	HOUSTON, TX	05/29/2020	Submitted	06/20/2020 06/20/2020
Astrov & Associates	Frisco, TX	05/29/2020		
ATD-AMERICAN	Wyncote, PA	05/29/2020		
Athletes World	Midland, TX	05/29/2020		
Atlantic Training	Middletown, DE	05/29/2020		
Atlas Embroidery LLC	Fort Lauderdale, FL	05/29/2020		
Authentic Promotions.com	Carmichael, CA	05/29/2020	Submitted	06/26/2020 06/26/2020
Aviva Wholesale (Nur International Inc)	Houston, TX	05/29/2020		
Award America	Spring, TX	05/29/2020		
AWARDS & ENGRAVING	BAYTOWN, TX	05/29/2020	Viewed	06/12/2020
Awards by Gulf Coast Trophies	Pasadena, TX	05/29/2020		
AWARDS OF DISTINCTION (AWARDS OF DISTINCTION, INC.)	HOUSTON, TX	05/29/2020	Viewed	06/29/2020
Balance Sporting Goods	Marble Falls, TX	05/29/2020		

Balfour Company (Pride and Recognition)	Houston, TX	05/29/2020	Submitted	06/18/2020	06/18/2020
Barbara LaGatta Promotional Products Inc	San Antonio, TX	05/29/2020			
Barefoot (C&G Sporting Goods)	Stephenville, TX	05/29/2020			
Bauer Sport Floors, Inc.	Houston, TX	05/29/2020			
BDK And Associates LLC	Colleyville, TX	05/29/2020			
BE Staffing Solutions LLC	Houston, TX	05/29/2020			
Beaded LP	Alvin, TX	05/29/2020			
Bee Busy Wellness Center	Houston, TX	05/29/2020			
Beecon Learning (Beecon Learning, LLC)	Dallas, TX	05/29/2020			
Beehive Specialty	Austin, TX	05/29/2020			
Benchmark Displays, LLC	Palm Desert, CA	05/29/2020			
BG Technologies	Austin, TX	05/29/2020			
BGM Company	Houston, TX	05/29/2020	Viewed	06/01/2020	
Big Country School Supply LLC	Abilene, TX	05/29/2020			
Big Frog Custom T-Shirt & More of Humble (LunLun Angel Enterprise LLC)	Humble, TX	05/29/2020			
Big Frog Custom T-Shirts & More	Houston, TX	05/29/2020			
BIG FROG OF THE WOODLANDS (Geoinvest Custom Garment, Inc)	Magnolia, TX	05/29/2020			
Big Hit Productions	Mesquite, TX	05/29/2020			
BIG MEDIA (VOSSEL INTERNATIONAL, INC.)	EL PASO, TX	05/29/2020			
Big Sister Little Sister	Houston, TX	05/29/2020			
Big Star Branding, Inc.	San Antonio, TX	05/29/2020	Viewed	06/01/2020	
Bilingual Education Institute (Aetas.inc)	Houston, TX	05/29/2020			
BJ's Tees, LLC	San Marcos, TX	05/29/2020			
bkw environmental	pasadena, TX	05/29/2020			
Blackland Glass & Construction	Greenville, TX	05/29/2020			
BlazinBrook Preparatory School of The Artz	Houston, TX	05/29/2020			
Blink Marketing, Inc.	Franklin, TN		Viewed	06/05/2020	
BLU PHIRE RESEARCH INSTITUTE INC	HOUSTON, TX	05/29/2020			
Blue Moose Tees (Bloose LLC)	Arlington, TX	05/29/2020			
BLUE RIBBON STYLES CO	BEDFORD PARK, IL	05/29/2020			
Blue Wave Apparel	Pinehurst, TX	05/29/2020			
BluGreen Pest Control	Wallis, TX	05/29/2020			
BMP Vision	Houston, TX	05/29/2020			
BNP Creations	Kemah, TX	05/29/2020			
Bolo Stick LLC	Warren, OH	05/29/2020			
Bonheur Embroidery	Justin, TX	05/29/2020	Viewed	06/27/2020	
BookerDezigns	Richmond, TX	05/29/2020	Viewed	06/19/2020	
Boost Promotions	Draper, UT	05/29/2020			
Boss & Hughes	Houston, TX	05/29/2020			
Boundless Network	Austin, TX	05/29/2020			
Brady Hull & Associates, L.C.	The Woodlands, TX	05/29/2020			
Brame Specialty Company Inc.	Durham, NC	05/29/2020			
Brand IQ, LC	Webster, TX	05/29/2020	Unsubmitted	06/02/2020	
Brandit LLC	McAllen, TX	05/29/2020	Submitted	06/26/2020	06/26/2020
BRANDMARK	Edinburg, TX	05/29/2020			
Brandwurx (Black Loyal)	Phoenix, AZ	05/29/2020			
Brentwood Marketing, LLC	Spring, TX	05/29/2020	Viewed	06/02/2020	
Briar Patch	Houston, TX	05/29/2020			
BRIDGEFARMER'S INC	round rock, TX	05/29/2020			
Brigitte DeJohn	Dayton, TX	05/29/2020			
Brookside Specialties (Together, Inc.)	Tulsa, OK	05/29/2020			
Brucelli Advertising	Dunmore, PA	05/29/2020			
BSN Sports, LLC (Varsity Brands Holding Co., Inc.)	Dallas, TX	05/29/2020			
Buffalo Specialties, Inc	Houston, TX	05/29/2020	Submitted	06/17/2020	06/17/2020
BuildASign	Austin, TX	05/29/2020			
BullShirts, Inc	Houston, TX	05/29/2020			
Burkett Business	Liberty Hill, TX	05/29/2020			
Butler Business Products, LLC	Houston, TX	05/29/2020	Submitted	06/16/2020	06/16/2020
BWORKS	Houston, TX	05/29/2020			
Byfaith Design (Darnell Caldwell)	Dallas, TX	05/29/2020			
C&H Distributors, LLC	Milwaukee, WI	05/29/2020			
C2 Imaging	Houston, TX	05/29/2020	No Bid	05/29/2020	06/02/2020
Calfee Specialties (BLUE RIBBON PROMOTIONS LLC)	Conroe, TX	05/29/2020			

California	West Sacramento, CA	05/29/2020			
CALPAA Inc (CALPAA, Inc)	Seattle, WA	05/29/2020			
Camelback Displays Inc.	Spring, TX	05/29/2020			
Capitol Flag Co., Inc.	Houston, TX	05/29/2020			
Caprice Productions, Inc	San Antonio, TX	05/29/2020	Viewed	06/01/2020	
Career And Technical Training, LLC	Windsor, CO	05/29/2020			
Career Uniforms (Radia Enterprises Inc)	Houston, TX	05/29/2020			
Carlisle Life Products LLC	Houston, TX	05/29/2020			
Carney Educational Services	Glendale, CA	05/29/2020			
CAROLINA INDUSTRIAL MAT CO., INC	THOMASVILLE, NC	05/29/2020			
Cassidel Crative Embroidery Designs (Cassie Mitchell)	Houston, TX	05/29/2020	Viewed	06/25/2020	
Celebrate Student Success, LLC	Katy, TX	05/29/2020			
Central IT Company LLC	Houston, TX	05/29/2020			
CENTRAL TEXAS MEDICAL EQUIPMENT AND SUPPLIES	Austin, TX	05/29/2020			
CFJ Manufacturing	Fort Worth, TX	05/29/2020			
Challenge Office Products	Houston, TX	05/29/2020	Unsubmitted	06/02/2020	
CHAMPION AWARDS	Weslaco, TX	05/29/2020	Viewed	05/29/2020	
Champion Teamwear (It's Greek To Me, Inc)	Manhattan, KS	05/29/2020	No Bid	06/26/2020	06/26/2020
Chase in Dreams, Speech and Drama (Deadra Chase)	Houston, TX	05/29/2020			
Cheatham & Associates Corp	Addison, TX	05/29/2020			
Cheerleading Company (Movie Show Video Mgt., Inc.)	Dallas, TX	05/29/2020	Submitted	06/29/2020	06/29/2020
Cheers, Etc., Inc.	Garland, TX	05/29/2020			
Child Care Associates	FORT WORTH, TX	05/29/2020			
Child Safety Solutions	Rockland, ME	05/29/2020			
Christian Brothers Tees	Lewisville, TX	05/29/2020			
CIELO VISTA UNLIMITED LLC (CIELO VISTA UNIFORMS & MORE)	HOUSTON, TX	05/29/2020			
City ArtWorks (Creative Alternatives)	Houston, TX	05/29/2020			
Clean Coast Technologies	Pasadena, TX	05/29/2020			
cleaningessence LLC	HOUSTON, TX	05/29/2020			
Clever Items	Arlington, TX	05/29/2020	Submitted	05/30/2020	05/30/2020
Clinical Concepts! (The Entermedia Group, LLC)	Austin, TX	05/29/2020			
Club Colors Buyer LLC	Schaumburg, IL	05/29/2020			
CME Printing, Inc.	Houston, TX	05/29/2020			
Coastal Enterprises (Joy Products of California, Inc)	Fountain Valley, CA	05/29/2020	Unsubmitted	06/18/2020	
Coastal Office Solutions	Victoria, TX	05/29/2020			
Cole Enterprise LLC (IGWT Partners)	Murfreesboro, TN	05/29/2020			
Comflow Mechanical Services	Houston, TX	05/29/2020			
CompuPro Global (Rita's Tape Media)	Houston, TX	05/29/2020			
Concept uniform co	Homestead, PA	05/29/2020	Viewed	06/02/2020	
Connecticut	Hartford, CT	05/29/2020			
Conney Safety Products	Madison, WI	05/29/2020			
ConServ Flag Company	Sidney, NE	05/29/2020	Viewed	06/17/2020	
Construction Journal	Stuart, FL	05/29/2020			
Cookie Joe's Dancin' School, Inc	Sugar Land, TX	05/29/2020			
Copy Stop Print and Postal (Texas Printing and Publishing)	Bryan, TX	05/29/2020			
Corporate Incentives, Inc	The Woodlands, TX	05/29/2020			
Council Rock Enterprises, LLC	Rochester, NY	05/29/2020			
Couture Scrubs and Fashion	League City, TX	05/29/2020			
Creative Concepts Printing, Graphics	Houston, TX	05/29/2020			
Crestline Co Inc (Crestline Specialties Inc)	Lewiston, ME	05/29/2020			
Crestline Specialties Inc	Lewiston, ME	05/29/2020			
Crown Trophy (Seabrook Trophy & Awards)	Seabrook, TX	05/29/2020			
Cryogenic Plastics dba Pageantry World (Cryogenic Plastics Inc.)	Kyle, TX	05/29/2020			
Curtis 1000	Duluth, GA	05/29/2020			
CUSTOM CREATIONS	Baytown, TX	05/29/2020			
Custom Pins, Inc.	Rye Brook, NY	05/29/2020			
CUSTOM SPORTSWEAR, INC.	SEWELL, NJ	05/29/2020			
Custom Wall Prints & More, LLC	Houston, TX	05/29/2020			
Cyclone FPV (Cyclone 3D, Inc.)	Spring, TX	05/29/2020			

Cypress Station Shipping and Digital Print Solutions (united networking community)	Houston, TX	05/29/2020		
D&D Retail L.P.	Seguin, TX	05/29/2020		
Daintree Solutions LLC	Richmond, TX	05/29/2020		
Dance & Gymnastics USA (Active Wellness USA)	Houston, TX	05/29/2020		
Dance Another World	Austin, TX	05/29/2020		
Daniel's Printing Place	Weslaco, TX	05/29/2020		
DataSpan (MRI Inc)	Graham, TX	05/29/2020		
David & Co.	Dallas, TX	05/29/2020		
DBS Marketing & Promotions LLC	Magnolia, TX	05/29/2020		
DBS Texas-Houston	deer park, TX	05/29/2020		
Delaware	Dover, DE	05/29/2020		
Delta Signs and Flags	Glendale, NY	05/29/2020		
DeMoulin Brothers & Company	Greenville, IL	05/29/2020		
Dent Enterprises LLC	DeSoto, TX	05/29/2020		
Descon Signage Solutions (Young & Kenady Inc.)	Brownsburg, IN	05/29/2020		
Design 3 Graphics	Spring, TX	05/29/2020		
Design A Tee of Fortbend	houston, TX	05/29/2020	Unsubmitted	06/04/2020
DG Grafix	Houston, TX	05/29/2020		
DGS Educational Products	Delray Beach, FL	05/29/2020		
Diamond S. Spiritwear (Elan Industries)	Irving, TX	05/29/2020		
Diann Zackery dba: The Lysander Element	Grapeland, TX	05/29/2020		
DigitalGenetix	San Antonio, TX		No Bid	06/05/2020 06/05/2020
Discovery Education Resources (Discovery Education Resources, LLC)	Fort Worth, TX	05/29/2020		
Display Graphics, Inc	Houston, TX	05/29/2020		
Dive Quarters Inc	Virginia Beach, VA	05/29/2020		
Diversified Supply HUB (LP Diversified Supply Hub)	Aledo, TX	05/29/2020		
Dixie Flag and Banner Company	SAN ANTONIO, TX	05/29/2020		
DK High steppers (Doris Keener)	Houston, TX	05/29/2020		
DL Stone Enterprises, LLC (Stone Enterprises)	Garden Ridge, TX	05/29/2020		
DNH PROMOTIONAL MARKETING	Houston, TX	05/29/2020		
DOLPHIN GRAPHICS INC	HOUSTON, TX	05/29/2020		
Double J Embroidery	Montgomery, TX	05/29/2020		
Dr. Pope's STEM and Liberal Arts Academy	Pearland, TX		Viewed	06/17/2020
Dragonfly Garment & Design Corporation	Seguin, TX	05/29/2020		
Dream Catcher Learning Academy	Humble, TX	05/29/2020		
Dynamic Designs (Killeen Dynamic Designs, Inc.)	Killeen, TX	05/29/2020		
Eagle Flags Co (American Eagle Trading Inc)	Houston, TX	05/29/2020		
Eagle Mountain Flag & Flagpole (Eagle United USA, Inc.)	Wimberley, TX	05/29/2020		
East Texas T-Shirts & More (T&S Creative Designs)	Onalaska, TX	05/29/2020		
Eastbay	Wausau, WI	05/29/2020		
Echo Office Products	Houston, TX	05/29/2020		
Edison Arts Foundation	Missouri City, TX	05/29/2020		
Educate To Edify (Educating While Black)	Pearland, TX	05/29/2020		
Education Foundation of Harris County	Houston, TX	05/29/2020		
Educational Products, Inc.	Houston, TX	05/29/2020		
EDUCATORS DEPOT INC	SUGAR LAND, TX	05/29/2020	Viewed	06/01/2020
Eillac Supply CO (Ricky Small)	Houston, TX	05/29/2020		
Electric Bluebird Printing	Willis, TX	05/29/2020		
Elementary Spirit Zone	Denton, TX	05/29/2020		
Elgin School Supply Co, Inc	Chico, CA	05/29/2020		
Elite Flags and Poles, Inc.	Cypress, TX	05/29/2020		
Elite Printing (Elite Promotional Printing, Inc.)	Houston, TX	05/29/2020		
ELITE PROMOTIONS (Rossy Galarza)	brownsville, TX	05/29/2020		
E-Logic, Inc.	Washington, DC	05/29/2020		
ELP Enterprises, Inc	Houston, TX	05/29/2020		
Embellish Athletics (Embellish by Best of the West Designs)	Wylie, TX	05/29/2020		
Embroidery Creations LLC	San Antonio, TX	05/29/2020		
EmbroidMe Corpus Christi (Ofelia P. Rios, Inc.)	Corpus Christi, TX	05/29/2020		
EmbroidMe Kingsville (Gihon, Inc)	Kingsville, TX	05/29/2020		
EmbroidMe Northwest Houston (Holliman-Wrenn, Inc.)	Houston, TX	05/29/2020		

Embroidme Webster (DBH Innovations, Inc.)	Webster, TX	05/29/2020			
EMC Resurfacing	San Antonio, TX	05/29/2020			
EMRJ Marketing	Spring, TX	05/29/2020			
EneSportz	Pearland, TX	05/29/2020			
Entourage Yearbooks (Entourage Imaging)	Princeton Junction, NJ	05/29/2020			
Equinox Marketing	HOUSTON, TX	05/29/2020			
ERI	Harlingen, TX	05/29/2020			
Escamilla & Poneck, LLP	San Antonio, TX	05/29/2020			
Esix Sportswear Inc.	Arlington, TX	05/29/2020			
Euphoria Bridal/AdvanceHospitalUniforms	Duncanville, TX	05/29/2020	Viewed	05/29/2020	
Evco Partners LP dba Burgoon Company	Galveston, TX	05/29/2020			
ExerPlay, Inc	Cedar Crest, NM	05/29/2020			
EXIMIUS COFFEE LLC	HOUSTON, TX	05/29/2020			
Exotic Creations	Missouri City, TX	05/29/2020			
Express Children's Theatre	Houston, TX	05/29/2020			
Express Press	Springfield, MO	05/29/2020	Viewed	05/29/2020	
Expression's Productions- EPI Projects (Expression's Productions)	HOUSTON, TX	05/29/2020			
EXPRESSIONS PRODUCTIONS (1972)	Houston (and vicinity), TX	05/29/2020			
FAMILY Artistry Academy, Inc.	Houston, TX	05/29/2020			
Fastenal Company	Winona, MN	05/29/2020			
FASTSIGNS - Irving (Outstanding Graphic Solutions, Inc.)	Irving, TX	05/29/2020			
FASTSIGNS 2073	GALVESTON, TX	05/29/2020			
Fifty Shades of Graphics (Sport Your Gear LLC)	New Caney, TX	05/29/2020			
Final Graphic	Pantego, TX	05/29/2020			
First Team Athletic Apparel (First Team Athletic Apparel, LLC)	Jefferson, LA	05/29/2020			
First to the Finish	Carlinsville, TX	05/29/2020			
Floral Park Consulting LLC	Floral Park, NY		Viewed	05/30/2020	
Florida	Tallahassee, FL	05/29/2020			
Forever Blossom, LLC	Houston, TX	05/29/2020			
Forever Divine	Bowie, TX	05/29/2020	Viewed	05/30/2020	
Fors Lux Group (Fors Lux Group Corporation)	Houston, TX	05/29/2020			
Fort Worth Hightech Signs Company	Fort Worth, TX	05/29/2020			
Fort Worth Running Company (Kevin P. Simms LLC)	Pasadena, TX	05/29/2020			
Forte Advertising, LLC	Denver, AL	05/29/2020			
Fostering Stars Learning & Resource Center, Inc	Houston, TX	05/29/2020			
FR Girls of Texas	Van, TX	05/29/2020	Submitted	06/10/2020	06/10/2020
Francis Communications Inc.	Nashville, TN	05/29/2020			
Fresh Provisions, Inc.	Fort Worth, TX		Viewed	06/01/2020	
Friesens Corporation	Pembina, ND	05/29/2020			
Fruhauf Uniforms, Inc.	Wichita, KS	05/29/2020	No Bid	05/29/2020	05/29/2020
Fully Promoted of Magnolia, Tx (Owner)	Magnolia, TX	05/29/2020			
Fundraising Forever	Katy, TX	05/29/2020			
Funkytown Threads (Gary Lawrence)	Richalnd Hills, TX	05/29/2020			
G & K Services	MN, MN	05/29/2020			
GA ADVERTISING (FIDELFO LOZANO JR)	LAREDO, TX	05/29/2020	Submitted	06/26/2020	06/26/2020
Gameday Sports Apparel	Grapevine, TX		Submitted	06/27/2020	06/27/2020
Garden State Highway Products, Inc.	Millville, NJ	05/29/2020			
Gateway Printing & Office Supply, Inc.	San Antonio, TX	05/29/2020			
GBI INK / PRINTING & PROMOTIONS (GBI ENTERPRISES)	CONROE, TX	05/29/2020	Unsubmitted	06/23/2020	
Geaux Crates & Storage, LLC	Houston, TX, TX	05/29/2020			
Get Brand Out	New York, NY	05/29/2020			
Getting Sorted (G. Yess Fisher & Co., LLC)	The Woodlands, TX	05/29/2020			
Ginger Snaps Apparel (Single Piece Apparel)	Mesquite, TX	05/29/2020	No Bid	06/29/2020	06/29/2020
Glad Rags	Dayton, TX	05/29/2020			
Gladius WPTB	tampa, FL	05/29/2020			
Glendale Parade Store, LLC	SAN ANTONIO, TX	05/29/2020			
Global Equipment Company Inc. (Global Industrial, Global Industrial Equipment)	Buford, GA	05/29/2020			
Global Safety Solutions	Deer Park, TX	05/29/2020			
Global Xpress Promotions (GXP Ventures, LLC)	Dallas, TX	05/29/2020			
Globe Electric Supply (Globe Electric Supply, Inc.)	Houston, TX	05/29/2020			

Globe Office Products	Houston, TX	05/29/2020			
Golden Mountain Consulting L.L.C	Houston, TX	05/29/2020			
Graduate Affairs (Timothy P Giuliani)	Palm Springs, CA	05/29/2020			
Graduate Sales & Recognition	Spring, TX	05/29/2020	Submitted	06/29/2020	06/29/2020
Graphic Solutions Inc	hixson, TN	05/29/2020			
Graphics Store	Fort Worth, TX	05/29/2020			
Graphics Unlimited, Inc.	Crosby, TX	05/29/2020	Submitted	06/25/2020	06/25/2020
Green Mango Marketing	Conroe, TX	05/29/2020			
GreenGo 2020	Houston, TX	05/29/2020			
Greenwood Office Outfitters	Fort Worth, TX	05/29/2020			
Groggy Dog Sportswear & Graphics Design	Denton, TX	05/29/2020	Unsubmitted	06/23/2020	
Ground Zero Marketing	Folsom, CA		Viewed	06/01/2020	
Grunwald Printing Company, Inc.	Corpus Christi, TX	05/29/2020			
GT Distributors, INC	Austin, TX	05/29/2020	No Bid	05/29/2020	05/29/2020
GT Distributors, Inc.	Austin, TX	05/29/2020			
Gulf Coast Athletic Supply	Sugar Land, TX	05/29/2020			
Gulf Coast Nut & Bolt LLC	Corpus Christi, TX	05/29/2020			
Gulfstar Supply (Clearwater Distribution)	Largo, FL	05/29/2020			
Gurrola Reprographics Inc.	Houston, TX	05/29/2020			
H.D.I.	Houston, TX	05/29/2020			
Hakimee Signs	Houston, TX	05/29/2020			
Halo Branded Solutions Inc.	Sterling, IL	05/29/2020	Viewed	06/01/2020	
HAMMOND & STEPHENS (A DIVISION OF PREMIER AGENDAS INC)	FREMONT, NE	05/29/2020			
Harcourt Outlines (Harcourt Industries, Inc.)	Milroy, IN	05/29/2020			
Harvey-Daco, Inc. (Harvey Advertising Company)	Waco, TX	05/29/2020			
HCDE CPC	Houston, TX	05/29/2020	Viewed	06/10/2020	
HCONE International IMPEX Inc (Enoch Kabutey)	Houston, PA	05/29/2020			
Healy Awards, Inc	Menomonee Falls, WI	05/29/2020			
Heart Nation Inc	Humble, TX	05/29/2020			
Heart to Heart Advettingising & Awards	Beaumont, TX	05/29/2020			
Heavenly Service, LLC	Webster, TX	05/29/2020			
Herff Jones, LLC (Hercules Achievement, Inc.)	Indianapolis, IN	05/29/2020	Viewed	06/04/2020	
Heritage Treasures Screen Print and Embroidery (Heritage Treasures, LLC)	Sterling, VA	05/29/2020			
Hill Country Screen Printing & Embroidery	Fredericksburg, TX	05/29/2020			
HISD- CTE (Dummy Account)	Houston, TX	05/29/2020			
Hooper Strategies	Granbury, TX	05/29/2020			
Horns Crew Trucking (Alvin Horn)	Longview, TX	05/29/2020			
Houston Astros	Houston, TX	05/29/2020			
Houston Event Photography	League City, TX	05/29/2020			
Houston Graduation Center, INC. (Herff Jones)	Houston, TX		Submitted	06/29/2020	06/29/2020
Houston Healthy Hip-Hop (Chris Cortez)	Houston, TX		Viewed	06/13/2020	
Houston Modular Installation	Houston, TX	05/29/2020			
Houston Printing (DFS Print LLC)	Houston, TX	05/29/2020			
Houston Symphony	Houston, TX	05/29/2020			
Houston Urban Debate League	Houston, TX	05/29/2020			
HSDesigns (Hector T. Siordia)	Austin, TX	05/29/2020			
Hula Signworks	Oak Ridge North, TX	05/29/2020	Viewed	06/02/2020	
HUSTLE T-SHIRT COMPANY (HUSTLE T-SHIRT COMPANY, LLC)	CONROE, TX	05/29/2020			
Hype Socks, LLC	Columbus, OH	05/29/2020			
HYQUAL PROMOTIONS, LLC	STAFFORD, TX	05/29/2020			
I AM Transition Community Foundation, Inc.	Humble, TX	05/29/2020			
IC Print Signs Promo	Argyle, TX	05/29/2020			
ICC Thermal Mapping and Data Analyitcs (Infrared Concepts Corporation)	Maitland, FL	05/29/2020			
ICS JAIL SUPPLIES, INC	Waco, TX	05/29/2020			
id Screen Print, LLC	Houston, TX	05/29/2020	Unsubmitted	06/29/2020	
Identity Plus LLC	Houston, TX		Viewed	06/26/2020	
Illinois	Chicago, IL	05/29/2020			
Imprezos Pro Uniforms LLC	Pharr, TX	05/29/2020			
Imprint Resources	Richardson, TX	05/29/2020			
Indiana	Indianapolis, IN	05/29/2020			
Info Technology Supply Ltd	Chicago, IL	05/29/2020			
Infojini, Inc.	Columbia, MD	05/29/2020			
inkDOTS Printing Solutions	Houston, TX	05/29/2020			

InnerChange Consulting Group	Houston, TX	05/29/2020			
Innovative Texas Strategies LLC	Houston, TX		Viewed	05/30/2020	
InnovsiteLLC	Decatur, GA	05/29/2020			
Insight Branding (Tarheel Promotions)	Charlotte, NC	05/29/2020	No Bid	06/12/2020	06/12/2020
Integrity Pipeline Services	Pearland, TX	05/29/2020			
Interactive Robotics (Bayou City fencing Academy)	Houston, TX	05/29/2020			
International Corporate Apparel, Inc.	Tucson, AZ	05/29/2020	Viewed	06/03/2020	
International federated sourcing inc.	farmingdale, NY	05/29/2020			
International Fun Shop, INC. (Herbert's Fun Shop, INC.)	Seabrook, TX	05/29/2020			
International Promotional Ideas Inc.	Elk Grove Village , IL	05/29/2020			
Iowa State	Des Moines, IA	05/29/2020			
IQ Total Source, LLC	Houston, TX	05/29/2020			
IS Creative Graphics	Sugar Land, TX		Unsubmitted	06/24/2020	
J. Harding & Co. (J W Drouin & Assoc.)	Houston, TX	05/29/2020	Submitted	06/24/2020	06/24/2020
JAB TRADING	SAN ANTONIO, TX	05/29/2020	Viewed	05/29/2020	
JADavis Advertising	Channelview, TX	05/29/2020			
JAMYKY LLC	Sugar Land, TX	05/29/2020	Viewed	05/29/2020	
JAVACCS, LLC	Humble, TX	05/29/2020			
Jaycee Rose Photography	New Waverly, TX	05/29/2020			
JC Apparel & More, LLC	Pearland, TX	05/29/2020			
JERICO FOUNDATION REPAIR	HOUSTON, TX	05/29/2020			
JOSTENS (Gardner Seaholm & Associates, LLC)	Spring, TX	05/29/2020			
Jostens Inc.	Minneapolis, MN	05/29/2020			
Joy Professional Promotional Products, LLC	FREEPORT, NY	05/29/2020	Submitted	06/28/2020	06/28/2020
JS&D Sports Development Outreach Ministries	Humble, TX	05/29/2020			
Kahuna Flowers Inc, (The Kukui Nut Co)	McKinney, TX	05/29/2020			
Kai's Kookies	Richmond, TX	05/29/2020			
Kaleidoscope School Uniforms (KSU, LLC)	Houston, TX		Viewed	06/16/2020	
KANKO (Floyd's Chores & Odd Jobs)	Dallas, TX	05/29/2020			
Kansas	Topeka, KS	05/29/2020			
Karsons Clothier	dallas, TX	05/29/2020			
Kids N Care	Houston, TX	05/29/2020			
KIDS ROBOTIC ACADEMY, LLC	HOUSTON, TX		Viewed	05/30/2020	
Kingham Dalton Wilson, Ltd.	Houston, TX		Viewed	06/25/2020	
KJH Consultant Services (Karla J. Horn)	Houston, TX	05/29/2020			
KLAS Products, Inc. (KLAS Products, Inc)	McKinney, TX	05/29/2020			
KLD PLAYSCAPES USA (TWO WORD COMPANY LLC)	Boca Raton, FL	05/29/2020			
KMD Hospitality (KMD Hospitality LLC)	Humble, TX	05/29/2020			
KMSCO Inc	Ocean, NJ	05/29/2020			
Konnecting the Dots	Houston, TX	05/29/2020			
Krom Apparel (Jeffrey M. Oberkrom)	Denton, TX	05/29/2020			
Kronberg's Flags and Flagpoles (Associated Builders Specialties, Inc.)	Houston, TX	05/29/2020			
KS Phlebotomy School, LLC	Houston, TX	05/29/2020			
Ksee Designs (Seeds and Water) (Ksee Designs)	Kingwood, TX	05/29/2020			
KWIK KOPY PRINTING (KLASSIC PRINTING LLC)	HOUSTON, TX	05/29/2020			
LABSOURCE INC	NORTHLAKE, IL	05/29/2020			
Lady Liberty Flag & Flagpole (Convict Hill Floorcovering & Design Inc)	Austin, TX	05/29/2020			
LaserMaxx (Rafter V Enterprises, LLC)	La Grange, TX	05/29/2020			
Launch Point CDC, Inc.	Houston, TX	05/29/2020			
Lawson Products, Inc.	Des Plaines, IL	05/29/2020			
Lazer Custom Apparel	Allen, TX	05/29/2020			
Learning Tools (Aurora L Hart)	Humble, TX	05/29/2020			
Learning Zone (Kimco Educational Products, INC)	San Antonio, TX	05/29/2020			
LED Partners	Houston, TX	05/29/2020			
Legends Do Live	Missouri City, TX	05/29/2020			
Let's Dance - Dance Company	Spring, TX	05/29/2020			
Liberty Flags, Inc.	Tulsa, OK	05/29/2020			
Liberty Office Products (Liberty Data Products, Inc)	Houston, TX	05/29/2020			
Lighthouse Groups LLC	Saint Louis, MO	05/29/2020			
Liquid Studio Group	Laredo, TX	05/29/2020			

Lloyd Schuh Co., Inc. dba LSC Promos	Little Rock, AR	05/29/2020		
LONE STAR FLAGS & FLAGPOLES INC.	Stafford, TX	05/29/2020		
Lone Star Flags & Flagpoles, Inc.	Galveston, TX	05/29/2020	Viewed	06/19/2020
lone star uniforms	houston, TX	05/29/2020		
Lovebundles4ever LLC	Jonesboro, GA	05/29/2020		
Lowes Companies Inc	Mooreville, NC	05/29/2020		
LP Printing (Long Plan Printing) (Long Plan Printing)	Houston, TX	05/29/2020		
LQI Consulting Group, LLC	Round Rock, TX	05/29/2020		
LY Electronics USA (Global XLR)	Bellaire, TX	05/29/2020	Viewed	05/29/2020
M & M Apparel (Graff Gand Monograms & More)	College Station, TX	05/29/2020		
macleem sports wear	Jersey City, NJ	05/29/2020	Viewed	05/29/2020
MadPen Designs	Conroe, TX	05/29/2020		
Magid Glove & Safety Mfg Co LLC	Romeoville, IL	05/29/2020		
Main Stop Testing Svcs	Houston, TX	05/29/2020		
Main Street Theater	Houston, TX	05/29/2020		
MAINLAND SUPPLY	San Marcos, CA	05/29/2020		
MainStage Theatrical Supply	Milwaukee, WI	05/29/2020		
MAKEDA GROUP AND ASSOCIATES	HOUSTON, TX	05/29/2020	Unsubmitted	06/17/2020
Malor & Company Inc	New York, NY	05/29/2020		
Manning's Office Solutions (Manning's)	Beaumont, TX	05/29/2020		
MANS DISTRIBUTORS, INC.	Carrollton, TX	05/29/2020		
Marfield Corporate Statinery (Marfield, Inc.)	Carrollton, TX	05/29/2020		
MarketExpo.com (Gerlach Inc.)	Indian Rocks Beach, FL	05/29/2020	Viewed	05/29/2020
Marketing Magic International LTD	League City, TX	05/29/2020	Submitted	06/19/2020 06/19/2020
MARY LOUS TWIRLERS & DRILL TREAM (TERRY LYNN DAVIS)	HOUSTON, TX	05/29/2020		
Massachusetts	Boston, MA	05/29/2020		
Master Jiu-jitsu Academy (Master Jiu-jitsu Academy LLC)	HOUSTON, TX	05/29/2020		
Mata Boxing Promotions- MBP (Jason Mata)	SAN ANTONIO, TX	05/29/2020		
MAVICH	Southlake, TX	05/29/2020	Viewed	06/15/2020
Max Marketing Company	Conroe, TX	05/29/2020		
Mayo's Printing & Awards	Houston, TX	05/29/2020	Viewed	06/25/2020
MCS Enterprises	Houston, TX	05/29/2020		
MECA Sportswear	Tomah, WI		Submitted	06/19/2020 06/19/2020
MERCER TECHNOLOGIES FIRM	Gary, IN		Viewed	06/01/2020
Metromarketing Services, Inc.	Houston, TX	05/29/2020		
Midstream and Terminal Services	Houston, TX		Viewed	06/29/2020
Midwest Office Furniture Inc (Midwest Office Supply)	Wichita Falls, TX	05/29/2020		
Mighty Moose Screen Printing (Paramount Printing)	Rosenberg, TX	05/29/2020		
MINIXMEDIA	PORT ARTHUR, TX	05/29/2020		
Minnesota	St. Paul, MN	05/29/2020		
Minuteman Press (KERS Enterprises, L.L.C.)	Friendswood, TX	05/29/2020		
Miracle Method of Austin (Nartor Associates Inc)	Austin, TX	05/29/2020		
Mississippi	Jackson, MS	05/29/2020		
Missouri	Jefferson City, MO	05/29/2020		
Mixed Bag Designs dba Boon Supply (Bonvee Inc.)	Burlingame, CA	05/29/2020		
ModernMD LLC	Brighton, MA		Viewed	06/22/2020
ModFit Apparel	Forney, TX	05/29/2020		
Moments Etc.	Cypress, TX	05/29/2020		
Monarch Trophy Studio (Drago Investments LTD)	San Antonio, TX	05/29/2020		
Mondor Ltd	saint-jean-sur-Richelieu, QC	05/29/2020		
Mountain Commercial Graphics (Mountain Products L.P.)	Houston, TX	05/29/2020		
M-Pak, Inc.	Aledo, TX	05/29/2020		
Mpressa (Sabre Technologies)	Houston, TX	05/29/2020	Viewed	06/03/2020
MSC Industrial Supply (Sid Tool Co.)	Melville, NY	05/29/2020		
MTM Recognition Corporation	Oklahoma City, OK	05/29/2020	Viewed	06/02/2020
MTS	Belmont, MS	05/29/2020		
Mufasa's Pride Rites of Passage	Houston, TX	05/29/2020		
Murphy Robes (Herff Jones LLC)	Champaign, IL	05/29/2020		
Music in Motion	Plano, TX	05/29/2020	No Bid	06/02/2020 06/02/2020
MV Corp (David Peyser Sportswear)	Bay shore, NY	05/29/2020		

MWH PUBLIC RELATIONS	HOUSTON, TX	05/29/2020			
My Flag, USA (Monty Cazier)	PALESTINE, TX	05/29/2020			
MYBINDING.COM (INFORMATION MANAGEMENT SERVICES)	HILLSBORO, OR	05/29/2020			
myMatrixx	Tampa, FL	05/29/2020			
NAH Sports Flooring, LLC	Houston, TX	05/29/2020			
Namifiers, LLC	Springville, UT	05/29/2020			
Namitzi Yoga (Mitzi Henderson)	HOUSTON, TX	05/29/2020			
NAO GLOBAL Health LLC	Houston, TX	05/29/2020			
National Discount Textiles, Inc. (BareBones WorkWear)	Sacramento, CA	05/29/2020			
National Recognition Products - Gulf Coast	Humble, TX	05/29/2020			
NBD Graphics Inc	Katy, TX	05/29/2020			
NerdsToGo (WDA Hoc Nostrum, LLC)	Kemah, TX	05/29/2020			
NERDY BIRDIE (ENOVATEKK)	SPRING, TX	05/29/2020			
Net Results (Larry Rosenbaum)	Arlington, VA	05/29/2020			
New Spectrum Educational Consultants (Civil Society Educational Consultants)	Houston, TX	05/29/2020			
New Way Printing	Willis, TX	05/29/2020			
New York	New York, NY	05/29/2020			
Newbart Products, Inc.	Houston, TX	05/29/2020			
NEXT LEVEL GRAPHIX	KATY, TX	05/29/2020	Viewed	06/02/2020	
Nfinity Athletic	Atlanta, GA	05/29/2020	Viewed	05/29/2020	
NH MEASURES, LLC	KATY, TX	05/29/2020			
Night Owls Print Shop	Houston, TX	05/29/2020			
no bully here	PASADENA, TX	05/29/2020	Viewed	06/01/2020	
NO EGO APPAREL (NO EGO INC)	AUSTIN, TX	05/29/2020	Submitted	06/29/2020	06/29/2020
Nomadic Strand	Houston, TX	05/29/2020	Viewed	06/01/2020	
North Carolina	Raleigh, NC	05/29/2020			
North Houston Athletics	Magnolia, TX	05/29/2020	Unsubmitted	06/01/2020	
North Star Screen Printing	Dallas, TX	05/29/2020			
Northeast Cultural Arts Council (NE-CAC)	Houston, TX	05/29/2020			
NS BRANDING LLC	houston, TX	05/29/2020			
NT Printing Services	Houston, TX	05/29/2020			
Nuemman (Nuemman LLC)	Mckinney, TX	05/29/2020			
Oak Hall Cap & Gown	Salem, VA	05/29/2020			
Oasis Apparel (Dioz Group)	North Hollywood, CA	05/29/2020			
OEM Supplies LLC	Irving, TX	05/29/2020			
OFFICE DEPOT	BOCA RATON, FL	05/29/2020			
OFFICE WORKS (KBC OFFICE WORKS, LLC)	Houston, TX	05/29/2020			
O'Hanlon, Demerath & Castillo	Austin, TX	05/29/2020			
Ohio State	Columbus, OH	05/29/2020			
Online Stores, Inc	New Stanton, PA	05/29/2020			
Onsite Youth Training	San Antonio, TX	05/29/2020			
Optimum Nurse Aid Skills Training	Houston, TX	05/29/2020			
Oregon	Salem, OR	05/29/2020			
Oriental Trading Company, Inc	Omaha, NE	05/29/2020	Unsubmitted	06/18/2020	
Original Impressions	Houston, TX	05/29/2020			
ORR TEXTILE COMPANY	HOUSTON, TX	05/29/2020			
Pacific Coast Flag	Sacramento, CA	05/29/2020			
Paddle Tramps Mfg. Co./AwardPlace	Lubbock, TX	05/29/2020			
Page International Communications	Houston, TX	05/29/2020			
Palos Sports, Inc	Alsip, IL	05/29/2020			
PARA SCIENTIFIC CO (PARA SCIENTIFIC COMPANY, Inc)	Fairless Hills, PA	05/29/2020			
PARADISE AIR (Luck & Logic Inc.)	Kemah, TX	05/29/2020			
PAUL J. COSELLI, ATTORNEY AT LAW	BELLAIRE, TX	05/29/2020			
Paul P. Brice dba The Graphics Factory	Houston, TX	05/29/2020			
Pennsylvania	Harrisburg, PA	05/29/2020			
PepsiCo Foodservice	Spring, TX	05/29/2020			
Perform America-Texas, LLC	Spring, TX	05/29/2020			
Performing Arts Supply Co.	Houston, TX	05/29/2020			
Personnel Evaluation, Inc.	Milwaukee, WI		Viewed	06/10/2020	
PGA International, Inc. (Chris Gentile)	Houston, TX	05/29/2020			
Pheido Advertising	Houston, TX	05/29/2020			
PhotoBallGuy.com (Saf Enterprises LLC)	Las Vegas, NV	05/29/2020			
Photographs by Jim / Eagle Ford Signs	Floresville, TX	05/29/2020			

Pixels Custom Printng	katy, TX	05/29/2020		
PKJ International LLC	Stafford, TX	05/29/2020		
Popular Embroidery Designs	Pasadena, TX	05/29/2020		
Positive Promotions	Hauppauge, NY	05/29/2020	Unsubmitted	06/08/2020
Post Oak Graphics (Gulf Interstate Engineering dba Post Oak Graphics)	Houston, TX	05/29/2020		
Postal Products Unlimited (International Commerce & Marketing Inc.)	Milwaukee, WI	05/29/2020		
PREMIER & COMPANIES	NEW YORK, NY	05/29/2020		
Premier Heritage 105	Cypress, TX	05/29/2020		
Preschool Express Learning Academy	Humble, TX	05/29/2020		
Presidential Staffing Solutions	San Antonio, TX	05/29/2020		
Prestigious Sports Outfitters (Rogers)	McKinney, TX	05/29/2020		
Prevention & Treatment Resource Press (Education Specialty Publishing, LLC)	Metairie, LA	05/29/2020		
Prime Central Store (Waretrack, Inc.)	HOUSTON, TX	05/29/2020		
Principle Information Technology	Houston, TX	05/29/2020		
Print Package Postal (Incept LLC)	Magnolia, TX	05/29/2020	Viewed	06/12/2020
Printed Promotionals	corpus christi, TX	05/29/2020		
Printing Communications	Houston, TX	05/29/2020		
PriorityHealthSupplies.com	hawthorne, NY	05/29/2020		
Pro Player Sports	Everett, WA	05/29/2020		
Productive Ventures	Spring, TX	05/29/2020		
Products Unlimited, Inc	Justin, TX	05/29/2020		
Proforma Angelini & Associates (Angelini & Associates LLC)	Houston, TX	05/29/2020		
Proforma Image Marketing	Cleveland, OH	05/29/2020		
Proforma Media & Print Solutions (Martin Media & Print Solutions, LLC)	New Bruanfels, TX	05/29/2020	Unsubmitted	05/29/2020
Proforma MVP Marketing	Katy, TX	05/29/2020	Viewed	06/02/2020
PROGRESSIVE PRODUCTS INC	PITTSBURG, KS	05/29/2020		
Project:Promotions	Missouri City, TX	05/29/2020	Viewed	06/12/2020
Projects-Matter (Projects-Matter LLC)	Houston, TX		Viewed	06/05/2020
Proline Supply Company	Houston, TX	05/29/2020		
Promo Entertainment Group	Grayson, GA		Viewed	06/18/2020
Promo Solutions	Frisco, TX	05/29/2020	Unsubmitted	06/02/2020
Promos On-Time	New York, NY	05/29/2020		
Promotion and Beyond Inc.	FOUNTAIN VALLEY, CA	05/29/2020		
PROMOTIONAL DESIGNS INC.	Green Bay, WI	05/29/2020		
ProSport Logistics	Springdale, AR	05/29/2020		
Pro-Tuff Decals	Crystal Lake, IL	05/29/2020		
Providence Office Products LLC	Conroe, TX	05/29/2020		
Purple Pear Promotional Prods	Sugar Land, TX	05/29/2020		
Push Productions (Push Design Firm, LLC)	Tomball, TX	05/29/2020		
PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	TAMPA, FL	05/29/2020		
QUILL CORPORATION	LINCOLNSHIRE, IL	05/29/2020		
Quinn Flags	Hanover, PA	05/29/2020		
R & K Apparel (R & K Imports, Inc.)	Baldwin Park, CA	05/29/2020	Submitted	06/22/2020 06/22/2020
R Jones Events	Spring, TX	05/29/2020		
R&H Supply Inc (MEP R&H Inc)	Broussard, LA	05/29/2020		
R&R Material Supply Co., Inc	Houston, TX	05/29/2020		
Radius Design Works, LLC	Cincinnati, OH	05/29/2020		
Rain Ponchos Plus, LLC	Keller, TX	05/29/2020		
Ramos & Harrison	Corpus Christi, TX	05/29/2020		
Ray O'Herron Co., Inc.	Danville, IL	05/29/2020		
Raye Limited Inc	Calabasas, CA	05/29/2020		
REAGAN TEXTILES INC	Lafayette, LA	05/29/2020		
Rebel Athletic Inc.	Carrollton, TX	05/29/2020		
Recreation Equipment Company	Spring Branch, TX	05/29/2020		
REDSMITH GRAPHIC SOLUTIONS	San Antonio, TX	05/29/2020		
Refrigeration Gaskets of Texas	Houston, TX	05/29/2020		
Regency Office Products	Raleigh, NC	05/29/2020		
Re-Gifting Memories, LLC	Tomball, TX	05/29/2020		
Reginald C. Adams LLC	Houston, TX	05/29/2020		
Reliable R&R Training Services	Dallas, TX	05/29/2020		
Reliant Business Products, Inc.	Houston, TX	05/29/2020	Unsubmitted	06/02/2020

Resource Data, Inc.	ANCHORAGE, AK		Viewed	06/01/2020	
Results Advertising	Lebanon, MO	05/29/2020			
RGV Vocational Service,LLC	Mission, TX	05/29/2020			
Rhode Island	Providence, RI	05/29/2020			
RIDDELL	North Ridgeville, OH	05/29/2020	Unsubmitted	06/02/2020	
Rio Paper & Supply LLC	Pharr, TX	05/29/2020			
Rising Star Academy	Houston, TX	05/29/2020			
Ritz Safety	Pasadena, TX	05/29/2020			
RKD Enterprise	Humble, TX	05/29/2020			
Roberts Enterprise	Houston, TX	05/29/2020			
Roberts Infinite Services LLC	Houston, TX	05/29/2020			
Rose Costumes	Denton, TX	05/29/2020	Submitted	06/03/2020	06/03/2020
RPM Printing	Houston, TX	05/29/2020			
Rubber Stamps and More	Houstoin, TX	05/29/2020			
Safe Place Outreach	Houston, TX	05/29/2020	Viewed	06/03/2020	
Safeguard (Texas Premier Safeguard, Inc)	Housto, TX	05/29/2020			
Safety Supply Inc	SAN ANTONIO, TX	05/29/2020			
Saifee Signs and Graphics	Houston, TX	05/29/2020			
Sala Printing Service (Thomas Wesley Sala)	Dallas, TX	05/29/2020			
Samscloudllc	Houston, TX		Viewed	06/10/2020	
San Antonio Lighthouse for the Blind	San Antonio, TX	05/29/2020			
Santex	dallas, TX	05/29/2020			
Saturn Hoops	Houston, TX	05/29/2020			
Savannah Blue Arts & Outreach	Houston, TX	05/29/2020			
Scarborough Specialties, Inc	Lubbock, TX	05/29/2020	Submitted	06/29/2020	06/29/2020
Scardino Printing 1929, LLC	Spring, TX	05/29/2020			
Scholastic and Sports Recognition	Spring, TX	05/29/2020			
SCHOOL DISTRICT EXCHANGE	BEASLEY, TX	05/29/2020			
School Food Service Innovations	Jourdanton, TX	05/29/2020			
School Specialty	Greenville , WI	05/29/2020			
School Tee Factory (Custom Sportswear, Inc.)	Sewell, NJ	05/29/2020			
Schoolhouse Outfitters (School Outfitters)	Cincinnati, OH	05/29/2020			
SCHOOLOCKER TEACHER SUPPLY	DEL RIO, TX	05/29/2020	No Bid	06/17/2020	06/26/2020
Schulenburg Printing and Office Supplies, Inc.	Schulenburg, TX	05/29/2020			
Science of Sport	Tucson, AZ	05/29/2020	Viewed	06/02/2020	
SCORE (American Soccer Co., Inc.)	Wilmington, CA	05/29/2020			
SCORE SPORTS (American Soccer Company, Inc.)	Wilmington, CA	05/29/2020			
Scoreboard Sports, LLC	Bountiful, UT	05/29/2020			
SEFNAK TRADING INC.	Sugar Land, TX	05/29/2020			
SEJBodyMusic (Shannan E. Johnson)	Washington, DC	05/29/2020			
Sensei's School of Martial Arts	Houston, TX	05/29/2020			
ServiceMaster Recovery Management (Service Environments of Texas, Inc.)	Kingwood, TX	05/29/2020			
Set U Free Enterprises	houston, TX	05/29/2020			
Shadetree Mechanical Contractors	PHOENIX, AZ	05/29/2020			
SHC Sports (SHC Holdings LLC)	Cottonwood Falls, KS	05/29/2020			
Sherra Branch	Houston, TX	05/29/2020			
Shiffler Equipment Sales, Inc.	Chardon, OH	05/29/2020			
Shirts Caps And More (CCR Promotions, Inc.)	Hempstead, TX	05/29/2020			
Shoes For Crews, LLC	Boca Raton, FL	05/29/2020			
Sign Authority Inc.	Garland, TX	05/29/2020			
Sign Champ Inc	SPRING, TX	05/29/2020			
Sign Pro	Bryan, TX	05/29/2020			
SIGN SOLUTIONS, INC	TOMBALL, TX	05/29/2020			
Signarama Global (HWI Capital)	San Antonio, TX	05/29/2020			
Signature Aspen Imaging LLC	Houston, TX	05/29/2020			
Signature Media	Houston, TX	05/29/2020			
SIGNS BY TOMMORROW (Joco Ventures II)	Houston, TX	05/29/2020			
Signs of Success	Houston, TX	05/29/2020			
Signtex Outdoor, Inc.	Tomball, TX	05/29/2020			
Sixcess Apparel	League City, TX	05/29/2020			
Sky High Party Rentals	Houston, TX	05/29/2020			
Skyline Book Binding Machines & GBC Supplies (Skyline Communications)	Santa Rosa, CA	05/29/2020			
Skyline Displays of Houston (Sabre Technologies, LP)	Houston, TX	05/29/2020			

Smart Scholars Foundation	Houston, TX	05/29/2020			
Smartgroup Systems (Beepsmart Communications, Inc.)	Richardson, TX	05/29/2020			
SMARTOX	Irving, TX	05/29/2020			
SmarTTurns, Inc. dba BookSmart Publishing	Winter Park, FL	05/29/2020			
SMC Promotions (Star MarCom Solutions, LLC)	Houston, TX	05/29/2020			
SmileMakers	Spartanburg, SC	05/29/2020			
SMR PROMOTIONS (GLOBAL MARKETING SOLUTIONS)	HURST, TX	05/29/2020			
Soccer 4 All	Missouri City, TX	05/29/2020			
Solel International	Houston, TX	05/29/2020	Viewed	06/02/2020	
Sounds Of Perfection Music Center (Nathan Smith)	Houston, TX	05/29/2020			
South Carolina	Columbia, SC	05/29/2020			
SOUTH TEXAS PUMP INC	WESLACO, TX	05/29/2020			
Southeast Media, Inc.	Houston, TX	05/29/2020			
Southwest Glen Mission	Houston, TX	05/29/2020			
Southwest Precision Printers (Southwest Precision Printers & Associates LP)	Houston, TX	05/29/2020	No Bid	06/16/2020	06/22/2020
Southwest School & Office Supply (S.W. School Supply Inc)	Ontario, CA	05/29/2020			
SP Design & Manufacturer	Cape Coral, FL	05/29/2020			
Space City T-Shirts Etc. (Paul Downes)	Houston, TX	05/29/2020			
SPARKLE-dance	Mesquite, TX	05/29/2020	Submitted	06/17/2020	06/17/2020
Speedpro Imaging (Terramont Partners, Inc.)	The Woodlands, TX	05/29/2020			
Spirit Monkey, LLC	San Antonio, TX	05/29/2020	Unsubmitted	06/16/2020	
Sportdecals, Inc	Spring Grove, IL	05/29/2020			
Sports Authority (TSA Stores, Inc)	Englewood, CO	05/29/2020			
Sports Venue Padding (Artistic Coverings Inc)	Cerritos, CA	05/29/2020			
Sporturf	Dalton, GA	05/29/2020			
Spur Employment, Inc.	HUNTSVILLE, AL	05/29/2020			
SS GRAPHICS	Cypress, TX	05/29/2020			
SSG-MUSIC	LAS VEGAS, NV	05/29/2020			
SSR JACKETS (CUSTOM CHENILLE EMBROIDERY, INC.)	DALLAS, TX	05/29/2020	No Bid	05/31/2020	06/04/2020
Staffmark (Staffmark Investment LLC)	Cincinnati, OH		Viewed	06/26/2020	
Stage Door Inc. Center for the Performing Arts & Education	Baytown, TX	05/29/2020			
Stanbury Uniforms, LLC.	Brookfield, MO	05/29/2020	Viewed	06/24/2020	
STAR POLY BAG INC	brooklyn, NY	05/29/2020			
Steam Kidstute (Insight Community Resources Inc)	Houston, TX	05/29/2020			
Sterling Empowerment	HOUSTON, TX	05/29/2020			
Stiff LLC	HOUSTON, TX	05/29/2020	Viewed	05/29/2020	
StockWise Solutions	Houston, TX	05/29/2020			
StoreSMART (Visual Horizons Inc)	Rochester, NY	05/29/2020			
Straight Defined	Copperas Cove, TX	05/29/2020			
Strategic Partnerships, Inc.	Austin, TX	05/29/2020			
STRAUS SYSTEMS INC	STAFFORD, TX	05/29/2020			
StrongTree Products	Washougal, WA	05/29/2020			
STS Brand (STS Brand LLC)	Houston, TX	05/29/2020	Submitted	06/28/2020	06/28/2020
Studica Inc.	Sanborn, NY	05/29/2020			
SUN AIRED BAG (QMS - SUN AIRED BAG)	Redondo Beach, CA	05/29/2020			
SuperViewVision (Advance Century Inc)	City of Industry, CA	05/29/2020			
Suplay Products	Elma, WA	05/29/2020			
Suppliaholics	Phoenix, AZ	05/29/2020			
Symonds Flags & Poles, Inc.	Fort Worth, TX	05/29/2020			
Syntheticomp Companies	Sugar Land, TX	05/29/2020	Viewed	06/21/2020	
T9 Sports	Los Fresnos, TX	05/29/2020			
Talento Bilingue de Houston	Houston, TX	05/29/2020			
Teacher Created Resources	Westminster, CA	05/29/2020			
Teacher Direct (TDSA, LLC)	Birmingham, AL	05/29/2020			
Teachers Discovery Inc. (American Eagle Company Inc.)	Auburn Hills, MI	05/29/2020	No Bid	06/11/2020	06/11/2020
Team Express (Concourse Team Express LLC)	San Antonio, TX	05/29/2020			
Team Go Figure, LLP (Single Piece Apparel)	Mesquite, TX	05/29/2020	No Bid	06/29/2020	06/29/2020
Team Logo Inc	Fort Worth, TX	05/29/2020			

TeamLeader, Inc.	Plano, TX	05/29/2020			
TEC Sports	College Station, TX	05/29/2020			
Techland Houston (Bright Star Productions Inc.)	Houston, TX	05/29/2020			
TeeRex Embroidery	Cypress, TX	05/29/2020	Viewed	06/12/2020	
Tegeler Sports	Brenham, TX	05/29/2020			
Tejas Office Products, Inc.	Houston, TX	05/29/2020	Submitted	06/29/2020	06/29/2020
Test Vendor	Houston, TX	05/29/2020			
Texas	Austin, TX	05/29/2020			
Texas 4-H Youth Foundation	College Station, TX	05/29/2020			
Texas Association of African American Chambers of Commerce (TAAACC)	Austin, TX	05/29/2020			
Texas Covers (Creative Menus&Folders LLC)	Olden, TX	05/29/2020			
Texas Graphic Productions	Hockley, TX	05/29/2020			
Texas Motion Sports LLC	Richardson, TX	05/29/2020			
Texas Music Festivals Enterprise, Inc	San Juan, TX	05/29/2020	Submitted	06/25/2020	06/25/2020
Texas Signs By Design (Bugel Enterprises Inc.)	Stafford, TX	05/29/2020			
The A-List Network, LLC (Stephanie Belton)	Rosharon, TX		Viewed	06/24/2020	
THE BANDMANS COMPANY	FARMERS BRANCH, TX	05/29/2020			
The Baptiste Group LLC	Locust Grove, GA	05/29/2020			
The Burmax Co., Inc.	Holtsville, NY		No Bid	06/15/2020	06/17/2020
The Class Ring Company	McAllen, TX	05/29/2020			
THE COLLINS GROUP	MARION, IN	05/29/2020			
The Costume Closet	Fairview, TX	05/29/2020			
The Document Group, Inc.	Houston, TX	05/29/2020			
The Don Hume Company	MIAMI, OK	05/29/2020			
The Donatto Group	Houston, TX	05/29/2020			
The Flag Store (J. Hugh Campbell Co., The Flag Store)	DALLAS, TX	05/29/2020			
The Heart of God Restoration Ministry	Houston, TX	05/29/2020			
The Idea Source, inc	Katy, TX	05/29/2020			
The IRIS Companies (IRIS Ltd. Inc.)	Fleetwood, PA	05/29/2020			
The J Paul Company	Lewisville, TX	05/29/2020			
The Mariachi Connection, Inc.	San Antonio, TX	05/29/2020	No Bid	06/02/2020	06/02/2020
The Master Teacher	Manhattan, KS	05/29/2020			
The MLLES Alumnae, Inc.	Humble, TX	05/29/2020			
The Moret Group	New York, NY	05/29/2020			
The Motivation Recognition Group LLC	Richmond, TX	05/29/2020	Viewed	06/09/2020	
The National Behavioral Intervention Team Association	King of Prussia, PA	05/29/2020			
The Neff Company (Neff Motivation, Inc)	Greenville, OH	05/29/2020			
The Ombudsmen Group	Cibolo, TX	05/29/2020			
The Phlebotomy Learning Center	Houton, TX	05/29/2020			
The Really Cool T-shirt Co.	Manchaca, TX	05/29/2020	Viewed	06/02/2020	
The Schoolhouse Store (The Schoolhouse Store Inc)	Conroe, TX	05/29/2020			
The Sign Depot (Lozz Quatezz LLC)	PHARR, TX	05/29/2020			
The Thomas Jarrms Company llc	Houston, TX	05/29/2020			
The Uniform Superstore, Inc.	Houston, TX	05/29/2020			
The Urban Circle (The Urban Circle LLC)	houston, TX	05/29/2020			
The War Room Children's Chess Club	Edinburg, TX	05/29/2020			
TheFireStore, TheOfficerStore, TheEMSStore (Witmer Public Safety Group, Inc)	Coatesville, PA	05/29/2020			
Thomas Printworks (Thomas Reprographics, Inc)	Houston, TX	05/29/2020	Unsubmitted	06/12/2020	
Three Tikes LLC	Olympia, WA	05/29/2020			
Time Solutions Inc.	Baton Rouge, LA	05/29/2020			
Timothy Project: Youth Mentoring Youth, Inc.	Houston, TX	05/29/2020			
Tip Top Tuxedos (Al's Formal Wear)	Sioux City, IA	05/29/2020			
Tipton Global Sales & Services, Inc	Hurst, TX	05/29/2020			
Titan Signs and Graphics	Houston, TX	05/29/2020			
TMB Screen Printing	Houston, TX	05/29/2020			
TMB Screen Printing & Embroidery Spring	Spring, TX	05/29/2020			
TMB Screen Printing 2	Houston, TX	05/29/2020			
TMJ ENTERPRISES (Una Mae Dennison)	Houston, TX	05/29/2020			
TNR Accounting & Management Consulting, LLC (Nannette Ray)	Katy, TX	05/29/2020			
TNT Shirts	Houston, TX	05/29/2020	Viewed	06/12/2020	
TODAYS PROMOS	New Braunfels, TX	05/29/2020			

Todays Promotions (Today's Promos, LLC)	New Braunfels, TX	05/29/2020			
Total Graphic Designs	New Caney, TX	05/29/2020			
TOTE UNLIMITED	FORT WORT, TX	05/29/2020			
Trademarks Promotional Products	Houston, TX	05/29/2020	Submitted	06/29/2020	06/29/2020
Trading Club International, Inc.	Houston, TX	05/29/2020			
Trainers Warehouse (Offic Images, Inc)	Natick, MA	05/29/2020			
Transcare Ilc	Houston, TX	05/29/2020			
Translation & Interpretation Network (Catholic Charities Diocese of Fort Worth, Inc. d/b/a Translation & Interpretation Network)	Fort Worth, TX	05/29/2020			
Trezvant Academy, Inc	Houston, TX	05/29/2020			
Triangle Reproductions	Houston, TX	05/29/2020			
Trimfoot Co	Farmington, MO	05/29/2020			
Triple D Uniform, Inc	Houston, TX	05/29/2020			
Trophy House LLC (Ash Seawright (sole proprietor))	Conroe, TX	05/29/2020			
T-Shirts Etc. West Houston (Clutch City Services, Limited Liability Company)	Houston, TX	05/29/2020	Unsubmitted	05/30/2020	
T-Shirts Ink	The Woodlands, TX	05/29/2020			
Turner Sign Systems	Richland Hills, TX	05/29/2020			
Twinkle Toes Dance Academy	Houston, TX	05/29/2020			
Two Guys Laser Engraving	Terrell, TX	05/29/2020			
TXTREME PROMOTIONS	HUMBLE, TX	05/29/2020			
TYLER UNIFORM, INC	TYLER, TX	05/29/2020			
U.S. Flag and Flagpole Supply, LP	Beaumont, TX	05/29/2020			
Ulysses S Dotson & Assoc.,Inc	Houston, TX	05/29/2020			
UNBEATABLE SALE INC	LAKEWOOD, NJ	05/29/2020			
UniFirst Corporation	Corpus Christi, TX	05/29/2020	Viewed	06/01/2020	
UNIFORMS INCORPORATED	DALLAS, TX	05/29/2020			
Uniforms Manufacturing, Inc	Scottsdale, AZ	05/29/2020			
Unity Education Resources (MyOfficeProducts, LLC)	Nashville, TN	05/29/2020			
Unlimited Print (Mayer Enterprises)	Houston, TX	05/29/2020			
Urban Harvest, Inc.	Houston, TX		Viewed	06/23/2020	
USG Staffing LLC	Humble, TX	05/29/2020	Viewed	06/25/2020	
USI Education and Government Sales (New Precision Technology, LLC)	Madison, CT	05/29/2020			
Utturn Concepts Inc	Houston, TX	05/29/2020			
V R Promotions LLC	Fort Worth, TX	05/29/2020			
V3MAIN TECHNOLOGIES	Houston, TX		Viewed	06/04/2020	
Valley Trophies, LLC	Weslaco, TX	05/29/2020			
Varsity Brands Holding Co., Inc. (Varsity Spirit Fashions)	Memphis, TN	05/29/2020			
Varsity Impact (Varsity Brands Holding Co., Inc.)	Memphis, TN	05/29/2020	Viewed	06/22/2020	
Varsity Spirit Fashion	Memphis, TN	05/29/2020			
VCI Group Inc.	Houston, TX	05/29/2020			
VECOPRESS (AUTOMEDLAND)	Houston, TX	05/29/2020			
Vestige International	Desoto, TX	05/29/2020			
Virginia	Richmond, VA	05/29/2020			
Virtuous Star, Inc	Pearland, TX	05/29/2020			
Visiontron Corp.	Hauppauge, NY	05/29/2020			
VS Athletics	San Luis Obispo, CA	05/29/2020			
VSA, Inc	Lincoln, NE	05/29/2020			
Waldorf Publishing LLC	Grapevine, TX	05/29/2020			
Walk the Walk Promotions	Richardson, TX	05/29/2020			
Walker's Empire Services	houston, TX	05/29/2020			
Walls Printing (KPW Enteprieses)	Dallas, TX	05/29/2020			
Washington	Olympia, WA	05/29/2020			
Waterbottles.com (Wb Promos, LLC)	Covina, CA	05/29/2020			
We Brand It Promotions	Hempstead, TX	05/29/2020	Unsubmitted	06/16/2020	
We Help Two	Longview, TX	05/29/2020			
Wendy Perry Coparenting Education (www.wendyperry.com)	Watauga, TX	05/29/2020			
West Road Teacher Supply (Distribuidora Alfa y Omega Inc.)	Houston, TX	05/29/2020			
West Virginia	Charleston, WV	05/29/2020			
Western Lithograph	Houston, TX	05/29/2020			

Whitener Enterprises, Inc	Conroe, TX	05/29/2020		
Wild Magnolia Landscaping LLC	Crosby, TX		Viewed	06/04/2020
Wisconsin	Madison, WI	05/29/2020		
Woodlands Trophies & Awards	Conroe, TX	05/29/2020	Unsubmitted	06/03/2020
World Of Promotions	ELK Grove Village, IL	05/29/2020	Viewed	06/12/2020
worldwide specialty advertising	Ft Worth, TX	05/29/2020	Viewed	06/12/2020
www.signarama-katylfulshear.com	Katy, TX	05/29/2020		
www.spiritsupply.com	Grand Prairie, TX	05/29/2020	Unsubmitted	06/17/2020
xtremetees embroidery and printing	San Juan, TX	05/29/2020		
Xyple LLC	Round Rock, TX	05/29/2020		
Yofi Cosmetics	Long Lake, MN	05/29/2020		
Youtopian Uniforms	Jacksonville, FL	05/29/2020		
Zion Redemption	Houston, TX	05/29/2020		
Z-Man Direct Inc.	Humble, TX	05/29/2020		
ZNA DESIGN (ZNA GROUP LLC)	Katy, TX	05/29/2020		
Zone Swimwear (Zone International)	McLean, VA	05/29/2020		

External Invitations

Participant Detail

2 Inspire Peace

Address	1808 S. Good Latimer Expressway Dallas, TX 75226	Participation Type:	Active Supplier
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Classifications MBE (Primary),SBE,WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) 2inspirepeace@gmail.com

23 THRU ME LLC (23 THRU ME)

Address	PO Box 91547 Houston, TX 77291	Participation Type:	Active Supplier
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Classifications MBE (Primary),SBE,WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) laquedadavis@gmail.com

2nd Nature Design Studio (Donavin Murray)

Address	5818 Beeston Ln Houston, TX 77084	Participation Type:	Active Supplier
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Classifications MBE,SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) info@2ndnaturedesignstudio.com

2Tier Wholesalers

Address	6022 Jester Drive Garland, TX 75044	Participation Type:	Active Supplier
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Classifications MBE,SBE,HUB (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) donnie@2tierwholesaleinc.com

3 Crafty Sisters

Address	605 Tracy Street Greenville, TX 75402	Participation Type:	Active Supplier
Classifications	SBE (Primary),WBE		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	valerie@3craftysisters.com		

365 Paving & Construction LLC

Address	1618 E. Griffin Parkway Mission, TX 78572	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	365paving@gmail.com		

3T Federal Solutions, LLC

Address	6013 Techni Center Drive Austin, TX 78721	Participation Type:	Active Supplier
Classifications	MBE,SBE (Primary),HUB		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	sandeep.yadav@3tfederal.com		

4imprint, Inc.

Address	101 Commerce St Oshkosh, WI 54901	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	bids@4imprint.com		
Response Date	06/23/2020		
Response Status	Submitted		
Status Date	06/23/2020		

5W Public Relations

Address	230 Park Ave New York, NY 10169	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	assistant@5wpr.com		

A Clearer Image

Address	205 Sheffield In YORKTOWN, VA 23693	Participation Type:	Active Supplier
Classifications	SBE (Primary)		
Response Date	06/03/2020		
Response Status	No Bid		
Status Date	06/03/2020		

A Plus Career Apparel

Address	5923 Cardinal Creek Way Kingwood, TX 77345	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	btaylor@apluscareerapparel.com		

A Plus Trophy (Carl B Andrews dba A Plus Trophy)

Address	1010 1st Street E Humble, TX 77338	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	aplustrophy@aol.com

A&M Executive Services LLC

Address	280 Merchants Drive Dallas, GA 30132	Participation Type:	Active Supplier
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Classifications	MBE (Primary),SBE,WBE
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	info@amexecservices.com

A+ Literacy Education And Development

Address	2415 S. Dairy Ashford C11 Houston, TX 77077	Participation Type:	Active Supplier
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Classifications	MBE,SBE (Primary),WBE
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	office@LiteracyEdServices.com

A1 SPORTS CENTER

Address	1027 BANDERA ROAD SAN ANTONIO, TX 78245	Participation Type:	Active Supplier
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Response Date	06/26/2020
Response Status	No Bid
Status Date	06/17/2020

AAA Painting

Address	6005 Westview Rd. Houston, TX 77055	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	

ABC Promos & Gifts

Address	540 1st Street West Milan, IL 61264	Participation Type:	Active Supplier
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Classifications	SBE (Primary),WBE
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	abc.bids@yahoo.com

Absolute Color Mailplex

Address	11101 Ella Blvd Houston, TX 77067	Participation Type:	Active Supplier
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Classifications	MBE (Primary),SBE,HUB,WBE
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	christy@acmailplex.com

AC PRINTING, LLC

Address	3400-1 SOUTH RAIDER DRIVE EULESS, TX 76040	Participation Type:	Active Supplier
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Classifications	MBE,SBE (Primary),HUB
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	DEBBIE@ACPRINTING.COM

Ace Promotions

Address	335 Lozano Lane San Benito, TX 78586	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	acepromo_pat@yahoo.com
Response Status	Viewed
Status Date	05/29/2020

Ace T-Shirts

Address	2120 CATALINA DR Pasadena, TX 77503	Participation Type:	Active Supplier
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Classifications	SBE (Primary)
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Response Date	06/29/2020
Response Status	Submitted
Status Date	06/29/2020

Acme Supply Co., LTD

Address	10 Cedar Swamp Rd, Ste# 7 Glen Cove, NY 11542	Participation Type:	Active Supplier
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Classifications	MBE,SBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	BN@AcmeSupply.Us

Acting for All (AFA)

Address	2503 Turtle Creek Dr. Missouri City, TX 77459	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	snwokedi@gmail.com

Ad Display Sign Systems, Inc.

Address	27255 Katy Freeway Katy, TX 77494	Participation Type:	Active Supplier
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Response Status	Viewed
Status Date	06/17/2020

Adams Paint Company (Adams Manufacturing Co., INC.)

Address	1416 N UNIVERSITY AVE LUBBOCK, TX 79415	Participation Type:	Active Supplier
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Classifications	SBE (Primary)
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Response Status	Viewed
Status Date	06/08/2020

Addikshun Athletic Apparel (Dream Big Think Smart Marketing)

Address 2450 Louisiana St.
Houston, TX 77006 Participation Type: Active Supplier

Classifications MBE,SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) sales@addikshunathletiks.com

Adele's Coaching and Consulting

Address 6654 Laughlin Dr.
Missouri City, TX 77489 Participation Type: Active Supplier

Classifications MBE,WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) kbeaty72@gmail.com

Admiral Linen and Uniform Service, Inc. (Admiral Linen Service, Inc)

Address 2030 Kipling
Houston, TX 77098 Participation Type: Active Supplier

Classifications TAS (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) ryan.potter@admiralservices.com

ADPOWER

Address 6060 South Loop East # 110
Houston, TX 77033 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) burke@adpowerinc.com

ADS Custom Signs, Inc.

Address 1315 Fresa Rd
Pasadena, TX 77502 Participation Type: Active Supplier

Classifications MBE,WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) estimator@ads-signs.com

Advanced Bio-Medical Technologies Corporation (dEERBROOK pHARMACY sERVICES LLC)

Address 9816 MEMORIAL BLVD #105
HUMBLE, TX 77338 Participation Type: Active Supplier

Classifications MBE,WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) deerbrvndor1@yahoo.com

Advanced Graphics (MBR, INC.)

Address P.O. Box 2001
Katy, TX 77492 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) sonya@myadvancedgraphics.com

Advantage Business Products

Address 15280 South Springwater Road Participation Type: Active Supplier
Oregon City, OR 97045

Classifications WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) jimadvantage@yahoo.com

Advantage office products

Address 5722 Bingle Suite B Participation Type: Active Supplier
Houston, TX 77092

Classifications MBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) charlie@youraop.com

Advantage Supply

Address PO Box 471103 Participation Type: Active Supplier
Fort Worth, TX 76147

Classifications MBE,TXM (Primary),USC,SBE,HUB,WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) bids@advantagesupply.us

ADVENTURES IN LEARNING (Gregory Dale Laufer)

Address 7230 Gateway Blvd East Participation Type: Active Supplier
El Paso, TX 79915

Classifications TAS (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) greg@ailtq.com

Ad-Wear and Specialty of Texas

Address 8120 Westglen Dr Participation Type: Active Supplier
Houston, TX 77063

Classifications MBE,SBE (Primary),HUB

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) david@adweartex.com
Response Date 06/29/2020
Response Status Submitted
Status Date 06/29/2020

AFP INDUSTRIES, INC.

Address P.O. BOX 43-0747 Participation Type: Active Supplier
SOUTH MIAMI, FL 33243-0747

Classifications MBE,SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) sales@afpschoolsupply.com

AGAS MFG

Address	2701 E. Tioga St. Philadelphia, PA 19134	Participation Type:	Active Supplier
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Classifications	SBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	shira@agasmfg.com

AHMS (Auto & Home Mobility Equipment)

Address	1902 Pinon Drive College Station, TX 77845	Participation Type:	Active Supplier
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Classifications	MBE,SBE (Primary),HUB,WBE
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	shari@ahms.info

Aimgraphics (American Installation and Management, LLC)

Address	1407 woodridge circle Euless, TX 76040	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	michelle@aimgraphicsco.com

AIRBORNE MEDICAL EQUIPMENT COMPANY (TruceTalk, Incorporated)

Address	311 Knights Cross Dr San Antonio, TX 78258	Participation Type:	Active Supplier
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Classifications	MBE,SBE (Primary),HUB
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	info@airbornemedicalequipment.com

AJL Advertising Specialties, Inc.

Address	2101 Airport Blvd, Suite 100 Austin, TX 78722	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	andy@ajladvertising.com
Response Status	Viewed
Status Date	06/02/2020

Al's Formal Wear (Formal Specialists Ltd)

Address	7807 Main St. Houston, TX 77030	Participation Type:	Active Supplier
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Classifications	TAS,WBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	dale.harper@alsformalwear.com

Alabama

Address	P.O. Box 5690 Montgomery, AL 36103	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Manual
Invitation Email(s)	

Algy Costumes & Uniforms (Algy Trimmings Co Inc)

Address 440 NE First Ave Participation Type: Active Supplier
Hallandale, FL 33009

Classifications WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) customerservice@algyteam.com

Align With Wealth

Address 2129 FM 2920 190-206 Participation Type: Active Supplier
Spring, TX 77388

Classifications MBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) Alignwithwealthllc@gmail.com

All About Events

Address 7810 Chinon Circle Participation Type: Active Supplier
Houston, TX 77071

Classifications MBE,HUB (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) elmer@allaevents.com

All Flag & Flagpoles, Inc.

Address 97 Gnarled Hollow Road Participation Type: Active Supplier
East Setauket, NY 11733

Classifications SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) Lisa@All-Flags.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 05/29/2020
Invitation Type Automatic
Invitation Email(s) rashid@all-printing.com
Response Status Viewed
Status Date 06/22/2020

ALL VALLEY DRUG SCREENS

Address 7115 PADRE ISLAND HWY,suite A Participation Type: Active Supplier
Brownsville, TX 78521

Classifications WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) lpederson11@gmail.com

Allegro Music, Lighting and Sound

Address 1512 Coronado Lakes Dr.
League City, TX 77573 Participation Type: Active Supplier

Classifications MBE,SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) allegro4edu@yahoo.com

Alliance Loose Leaf (JPS Alliance, Inc.)

Address 4625 Martin St.
Fort Worth, TX 76119 Participation Type: Active Supplier

Classifications SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) bjohnson@jpsalliance.com

Alliance Strategic Business Services, LP

Address 6990 Portwest Drive
Houston, TX 77024 Participation Type: Active Supplier

Classifications DIR (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) susan.primm@alliancesbs.com

Allied Products Corporation

Address 1420 Kansas Avenue
Kansas City, MO 64127 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) terriw@alliedmaterials.com

Allied Signs

Address 6820 Harwin Dr.
Houston, TX 77036 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) alliedsigns1@gmail.com

AllTex Welding Supply, Inc.

Address 30903 Washington Street
Waller, TX 77484 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) justink@alltexweld.com
Response Status Viewed
Status Date 05/29/2020

Alphagraphics 600 (A Dog Solutions)

Address 9971 W. Interstate Hwy 10
San Antonio, TX 78230 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) susan@alphagraphics.com

Alphagraphics of Conroe (Shakun Solutions, LLC)

Address 3606 N. Frazier
Conroe, TX 77303 Participation Type: Active Supplier

Classifications WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) cs2@alphagraphics.com

Altius Graphics (NAYAK Corporation)

Address 11205 Main St., Ste 118
Houston, TX 77025 Participation Type: Active Supplier

Classifications MBE (Primary),SBE,HUB

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) siddhartha.nayak@altiusgraphics.com

AMAZING AWARDS INC

Address 4622 FM 1960 RD W
HOUSTON, TX 77069 Participation Type: Active Supplier

Classifications MBE,SBE (Primary),HUB

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) info@azawards.com
Response Status Viewed
Status Date 06/17/2020

AMC Promotional Products

Address P.O. Box 620684
Orlando, FL 32862 Participation Type: Active Supplier

Classifications MBE,TAS,TPA,SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) david@amcpromotionalproducts.com

America Team Sports

Address 904 Business Parkway
Richardson, TX 75081 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) adam@americatteamsports.com

AMERICA'S BEST FLAGS AND FLAGPOLES

Address 858 CAMEL BACK DRIVE
NEW BRAUNFELS, TX 78130-2461 Participation Type: Active Supplier

Classifications SBE,WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) usa@myflag.com

American Aviation Services

Address	18227 Becker Road Hockley, TX 77447	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) dean@americanaviationsvs.com

American Flag Pole

Address	26242 Hillman Highway Abingdon, VA 24210	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) brad@hapco.com

AMERICAN FLOORING SERVICES

Address	310 Morton Street Suite 357 Richmond, TX 77469	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) msmith7449@comcast.net

American Hotel Register Company

Address	100 S Milwaukee Ave Vernon Hills, IL 60061	Participation Type:	Active Supplier
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Classifications TXM (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) jfournier@americanhotel.com

American Medical Institute Inc (N/A)

Address	6902 Cook Road Houston, TX 77072	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) lfye@msn.com

American Pride Paper and Plastic

Address	87 Arlington Ave Lakewood, NJ 08701	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) orders@ligimports.com

AMERICAN SCREEN GRAPHICS

Address	1701 NORTHPARK #33 KINGWOOD, TX 77339	Participation Type:	Active Supplier
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Classifications HUB (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) JACKIET.ASG@HOTMAIL.COM
Response Status Viewed
Status Date 06/04/2020

American Specialty Advertising and Promotional Marketing LLC

Address PO Box 1976
Allen, TX 75013

Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) chris@americanspecialtyadvertising.com

Ameritex Flag and Flagpole LLC

Address 13414 Serenity Ln
San Antonio, TX 78232

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) sales@ameritexflags.com

Anderson Hydra Platforms, Inc.

Address 7703 Park Place Rd
York, SC 29745

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) cyndi@inspectabridge.com

Andersons (Taymark)

Address PO Box 1151
Minneapolis, MN 55440-1151

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) kmschneider@taylorcorp.com

Ann Marie Harbour

Address 11107 Dawson Springs Dr.
Richmond, TX 77406

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) annmariemobile@gmail.com

Anodizing Graphics of Texas (Durable Printed Products, Inc.)

Address 819 Success Ct
Stafford, TX 77477

Participation Type: Active Supplier

Classifications SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) agtfrontdesk@verizon.net

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 05/29/2020
Invitation Type Automatic
Invitation Email(s) pfoley@apolloofficesystems.com

Aramark

Address	10501 Fischer Road Von Ormy, TX 78073	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) holly.harris@uniform.aramark.com

Aramark Management Services Limited Partnership (Aramark SMMS LLC)

Address	2400 Market Street Philadelphia, PA 19103	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) growth@aramark.com

Arctic Guard

Address	2122 Garden Terrace Katy, TX 77494	Participation Type:	Active Supplier
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Classifications WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) jennifer@arcticguard.com

Armor Gear

Address	203 Unique Ct. Rosharon, TX 77583	Participation Type:	Active Supplier
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Classifications MBE,SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) sheoop@aol.com

Artex Neu LLC

Address	9056 Long Point Rd Housotn, TX 77055	Participation Type:	Active Supplier
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Classifications MBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) crystal.artexneu@att.net

Artistic Awards, Inc. (Mark Leinen)

Address	10870 Plano Road Dallas, TX 75238	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) sales@artistic-awards.com

Arts Alive! Inc (ARTS ALIVE!)

Address	4001 North Sheperd, Suite 108 Houston, TX 77092	Participation Type:	Active Supplier
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Classifications WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) wendy@artsaliveinc.com

Ascott Browne

Address	33 New Broad Street Port Chester, NY 10573	Participation Type:	Inactive Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	melissa@lagibbs.com

Astro Apparel & Uniforms

Address	6019 Winsome Lane HOUSTON, TX 77057	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	info@aauniforms.net
Response Date	06/20/2020
Response Status	Submitted
Status Date	06/20/2020

Astrov & Associates

Address	P.O. Box 1133 Frisco, TX 75034	Participation Type:	Active Supplier
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Classifications	MBE (Primary),SBE
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	smjuster@yahoo.com

ATD-AMERICAN

Address	135 Greenwood Ave Wyncote, PA 19095	Participation Type:	Active Supplier
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Classifications	WBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	cdinapoli@atd-american.com

Athletes World

Address	2040 W. Cuthbert Ave Midland, TX 79701	Participation Type:	Active Supplier
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Classifications	TAS,SBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	jack@stadiumsportsusa.com

Atlantic Training

Address	101 North Broad Street Middletown, DE 19709	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	mcarey@atlantictraining.com

Atlas Embroidery LLC

Address	3544 Comal Springs Canyon Lake, TX 78133	Participation Type:	Active Supplier
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Classifications	SBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	debbieortega@gvtc.com

Authentic Promotions.com

Address 6151 Fair Oaks Blvd. Carmichael, CA 95608-4894 Participation Type: Active Supplier

Classifications SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) peter@authenticpromotions.com amy@authenticpromotions.com
Response Date 06/26/2020
Response Status Submitted
Status Date 06/26/2020

Aviva Wholesale (Nur International Inc)

Address 7000-A Harwin Drive Houston, TX 77036 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) info@AvivaWholesale.com

Award America

Address 7110 Louetta Suite H Spring, TX 77379 Participation Type: Active Supplier

Classifications MBE,SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) awardamerica@msn.com

AWARDS & ENGRAVING

Address 1214 MASSEY TOMPKINS BAYTOWN, TX 77521 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) michelle.b@awards-engraving.com
Response Status Viewed
Status Date 06/12/2020

Awards by Gulf Coast Trophies

Address 115 S Shaver Street Pasadena, TX 77506 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) sales@gctawards.com

AWARDS OF DISTINCTION (AWARDS OF DISTINCTION, INC.)

Address 16623 SEALARK RD HOUSTON, TX 77062 Participation Type: Active Supplier

Classifications SBE (Primary),HUB,WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) marcia@awardsofdistinction.com
Response Status Viewed
Status Date 06/29/2020

Balance Sporting Goods

Address 2312 Highway 281 N.
Marble Falls, TX 78654 Participation Type: Active Supplier

Classifications HUB (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) rc_mfac@yahoo.com

Balfour Company (Pride and Recognition)

Address 8525 Westland West Blvd.
Houston, TX 77041 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) butchm@balfourhouston.com mattm@balfourhouston.com
Response Date 06/18/2020
Response Status Submitted
Status Date 06/18/2020

Barbara LaGatta Promotional Products Inc

Address 1104 Creek Cabin
San Antonio, TX 78253 Participation Type: Active Supplier

Classifications HUB,WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) barbara_lagatta@msn.com

Barefoot (C&G Sporting Goods)

Address 189 Reta St
Stephenville, TX 76401 Participation Type: Active Supplier

Classifications TAS (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) kdupre@barefootathletics.com

Bauer Sport Floors, Inc.

Address PO Box 41858
Houston, TX 77241 Participation Type: Active Supplier

Classifications TAS (Primary),TIP

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) rebecca@bauerfloor.com

BDK And Associates LLC

Address 210 Cheek Sparger Rd
Colleyville, TX 76034 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) bids@bidroundup.com

BE Staffing Solutions LLC

Address 507 N. Sam Houston Pkwy E.
Houston, TX 77060 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) Brittany@bestaffingsolutions.net

Beaed LP

Address	1850 Highway 35 Bypass North Alvin, TX 77511	Participation Type:	Active Supplier
Classifications	MBE (Primary),HUB		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	cindy_r@beaed.com		

Bee Busy Wellness Center

Address	8785 W. Bellfort Houston, TX 77031	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	n.mitchell@mybbwc.org		

Beecon Learning (Beecon Learning, LLC)

Address	9205 Skillman Street Dallas, TX 75243	Participation Type:	Active Supplier
Classifications	MBE,SBE (Primary)		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	jbrooks@beeconlearning.com		

Beehive Specialty

Address	8701 Wall Street Austin, TX 78754	Participation Type:	Active Supplier
Classifications	HUB,WBE (Primary)		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	nicky@specialbee.com		

Benchmark Displays, LLC

Address	44-311 Monterey Avenue Palm Desert, CA 92260	Participation Type:	Active Supplier
Classifications	SBE (Primary),WBE		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	info@benchmarkdisplays.com		

BG Technologies

Address	2301 Denton Dr. Austin, TX 78758	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	insidesales@bg-technologies.com		

BGM Company

Address	10011 Cabin Creek Dr. Houston, TX 77064	Participation Type:	Active Supplier
Classifications	SBE,WBE (Primary)		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	lpatek@bgmcompany.com		
Response Status	Viewed		
Status Date	06/01/2020		

Big Country School Supply LLC

Address 2442 Industrial Blvd
Abilene, TX 79605

Participation Type: Active Supplier

Classifications SBE (Primary),WBE

Invitation Date 05/29/2020
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
Humble, TX 77338

Participation Type: Inactive Supplier

Classifications MBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) tyricka@bigfrog.com

Big Frog Custom T-Shirts & More

Address 7073 Highway 6 North
Houston, TX 77095

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) bettyl@bigfrog.com

BIG FROG OF THE WOODLANDS (Geoinvest Custom Garment, Inc)

Address 6531 FM 1488 Rd
Magnolia, TX 77354

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) danielm@bigfrog.com

Big Hit Productions

Address P.O. Box 851952
Mesquite, TX 75185

Participation Type: Active Supplier

Classifications MBE,TPA,SBE (Primary),HUB

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) info@bighitcreative.com

BIG MEDIA (VOSSEL INTERNATIONAL, INC.)

Address 5710 DONIPHAN
EL PASO, TX 79932

Participation Type: Active Supplier

Classifications MBE,SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) daniel@bigmediasigns.com

Big Sister Little Sister

Address P.O. Box 300025
Houston, TX 77230

Participation Type: Active Supplier

Classifications MBE (Primary),SBE,WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) Cacilie@bigsisterlittlesister.org

Big Star Branding, Inc.			
Address	4009 Naco Perrin San Antonio, TX 78217	Participation Type:	Active Supplier
Classifications	TXM,SBE (Primary),HUB,WBE		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	rebecca@bigstarbranding.com		
Response Status	Viewed		
Status Date	06/01/2020		
Bilingual Education Institute (Aetas.inc)			
Address	6060Richmond ave. #180 Houston, TX 77057	Participation Type:	Active Supplier
Classifications	SBE (Primary),WBE		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	gordana@bei.edu		
BJ's Tees, LLC			
Address	2206A Old Ranch Rd 12 San Marcos, TX 78666	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	bjs.tees.llc@gmail.com		
bkw environmental			
Address	2330 pasadena blvd pasadena, TX 77502	Participation Type:	Active Supplier
Classifications	SBE (Primary)		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	rrice@bkwenvironmental.com		
Blackland Glass & Construction			
Address	120 Taylor Plaza Drive Greenville, TX 75402	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	billy@blacklandglass.com		
BlazinBrook Preparatory School of The Artz			
Address	14710 Trailbrook Drive Houston, TX 77095	Participation Type:	Active Supplier
Classifications	MBE (Primary)		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	blazinbrook@gmail.com		
Blink Marketing, Inc.			
Address	318 Seaboard Lane Franklin, TN 37067	Participation Type:	Active Supplier
Classifications	SBE (Primary),WBE		
Response Status	Viewed		
Status Date	06/05/2020		

BLU PHIRE RESEARCH INSTITUTE INC

Address	7710 CHERRY PARK DR STE. T518 HOUSTON, TX 77095	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) info@bluphireri.com

Blue Moose Tees (Blooze LLC)

Address	912 113th Street Arlington, TX 76011	Participation Type:	Active Supplier
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Classifications TAS,TIP (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) bid@bluemoosetees.com

BLUE RIBBON STYLES CO

Address	6534 S LAVERGNE AVENUE BEDFORD PARK, IL 60638	Participation Type:	Active Supplier
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Classifications MBE,TAS,SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) AMANDA@BLUERIBBONSTYLES.COM

Blue Wave Apparel

Address	P.O. Box 276 Pinehurst, TX 77362	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) info@bluewaveapparel.com

BluGreen Pest Control

Address	PO Box 632 Wallis, TX 77485	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) cdrymala@live.com

BMP Vision

Address	18600 S. Park View Houston, TX 77084	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) yourvision@bmpvision.com

BNP Creations

Address	828 Marina Bay Dr. Kemah, TX 78565	Participation Type:	Active Supplier
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Classifications SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) blancaperry@bnpcreations.com

Bolo Stick LLC

Address PO Box 8626
Warren, OH 44484

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) bill@bolostick.net

Bonheur Embroidery

Address 8501 Angus Dr.
Justin, TX 76247

Participation Type: Active Supplier

Classifications MBE (Primary),SBE,WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) bonheurembroidery@gmail.com
Response Status Viewed
Status Date 06/27/2020

BookerDezigns

Address 6910 Misty Morning Trace
Richmond, TX 77407

Participation Type: Active Supplier

Classifications MBE (Primary),SBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) Cornelius.Booker@ymail.com
Response Status Viewed
Status Date 06/19/2020

Boost Promotions

Address 1192 Draper Pkwy #515'
Draper, UT 84020

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) alissa@boostpromotions.com

Boss & Hughes

Address PO Box 838
Bellaire, TX 77402

Participation Type: Active Supplier

Classifications MBE (Primary),HGA,TAS,SBE,HUB,WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) asha@bosshughes.com

Boundless Network

Address 5151 Edloe
Houston, TX 77005

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) llerner@BoundlessNetwork.com

Brady Hull & Associates, L.C.

Address 26414 Oak Ridge Dr
The Woodlands, TX 77380

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) Brady@bradyhull.com

Brame Specialty Company Inc.

Address	P.O. Box 271 Durham, NC 27702	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	b.brame@bramespecialty.com

Brand IQ, LC

Address	12554 Hwy 3 Webster, TX 77598	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	micael.shea@BrandIQinc.com
Response Status	Unsubmitted
Status Date	06/02/2020

Brandit LLC

Address	5105-A N 10th St McAllen, TX 78504	Participation Type:	Active Supplier
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Classifications	SBE (Primary),HUB
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	branditrgv@gmail.com
Response Date	06/26/2020
Response Status	Submitted
Status Date	06/26/2020

BRANDMARK

Address	4841 S. Jackson Edinburg, TX 78539	Participation Type:	Active Supplier
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Classifications	HUB (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	info@branmk.com

Brandwurx (Black Loyal)

Address	2153 East Jones Ave Phoenix, AZ 85040	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	dwayne@brandwurx.com

Brentwood Marketing, LLC

Address	PO Box 11329 Spring, TX 77391	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	brentmktg@earthlink.net
Response Status	Viewed
Status Date	06/02/2020

Briar Patch

Address	12283-A Veterans Memorial Dr. Houston, TX 77067	Participation Type:	Active Supplier
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Classifications	MBE (Primary),SBE,WBE
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	tpensonwilson@yahoo.com

BRIDGEFARMER'S INC

Address	1938 Picadilly Dr round rock, TX 78664	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	jbridgefarmer@aol.com

Brigitte DeJohn

Address	188 CR 3017A Dayton, TX 77535	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	bdejohn@hotmail.com

Brookside Specialties (Together, Inc.)

Address	802 East 6th Street Tulsa, OK 74120	Participation Type:	Active Supplier
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Classifications	MBE,SBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	pnlady@aol.com

Brucelli Advertising

Address	310 S. Blakely St. Dunmore, PA 18512	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	nancy@brucelli.com

BSN Sports, LLC (Varsity Brands Holding Co., Inc.)

Address	PO Box 660176 Dallas, TX 75266-0176	Participation Type:	Active Supplier
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Classifications	TAS (Primary),TCP,USC
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	bsnbid@bsnsports.com

Buffalo Specialties, Inc

Address	10706 CRAIGHEAD DRIVE Houston, TX 77025	Participation Type:	Active Supplier
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Classifications	SBE
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	tryerson@buffspec.com
Response Date	06/17/2020
Response Status	Submitted
Status Date	06/17/2020

BuildASign

Address	11525A Stonehollow Dr., Ste. 100 Austin, TX 78758	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	dorelia.miller@buildasign.com

BullShirts, Inc

Address 5485 W Sam Houston PKWY N Participation Type: Active Supplier
Houston, TX 77041

Classifications HUB (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) jasons@bull-shirts.com

Burkett Business

Address 3701 CR 207 Participation Type: Active Supplier
Liberty Hill, TX 78642

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) burkett9133@gmail.com

Butler Business Products, LLC

Address 6942 Signat Dr. Participation Type: Active Supplier
Houston, TX 77041

Classifications MBE,HUB,WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) sduke@butlerbusinessproducts.com
Response Date 06/16/2020
Response Status Submitted
Status Date 06/16/2020

BWORKS

Address 12130 Falls Coppice Ln. Participation Type: Active Supplier
Houston, TX 77089

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) bworks247@gmail.com

Byfaith Design (Darnell Caldwell)

Address 2405 Taylor St Participation Type: Active Supplier
Dallas, TX 75201

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) dcaldwell@byfaithdesign.us

C&H Distributors, LLC

Address 22133 Network Pl Participation Type: Active Supplier
Chicago, IL 60673

Classifications TXM (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) governmentsales@chdistgov.com

C2 Imaging

Address 6650 Roxburgh Dr. Participation Type: Active Supplier
Houston, TX 77041

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) michael.waits@c2imaging.com mike.morgan@c2imaging.com nancy.pearson@c2imaging.com
Response Date 06/02/2020
Response Status No Bid
Status Date 05/29/2020

Calfee Specialties (BLUE RIBBON PROMOTIONS LLC)

Address	312 Longmire Rd Conroe, TX 77304	Participation Type:	Active Supplier
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Classifications HUB,WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) debbieh@calfeespecialties.com

California

Address	707 3rd Street West Sacramento, CA 95605	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Manual
Invitation Email(s)

CALPAA Inc (CALPAA, Inc)

Address	10215 Greenwood Ave N Suite S415 Seattle, WA 98133	Participation Type:	Active Supplier
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Classifications SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) jeannene@calpaa.com

Camelback Displays Inc.

Address	20020 Hickory Twig Way Spring, TX 77388	Participation Type:	Active Supplier
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Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) contact@camelbackdisplays.com

Capitol Flag Co., Inc.

Address	4822 Fannin Street Houston, TX 77004	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) capitolflag@earthlink.net

Caprice Productions, Inc

Address	1935 Sable Lane San Antonio, TX 78217	Participation Type:	Active Supplier
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Classifications MBE,HUB (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) cathy@capriceproductions.com
Response Status Viewed
Status Date 06/01/2020

Career And Technical Training, LLC

Address	PO Box 802 Windsor, CO 80550	Participation Type:	Active Supplier
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Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) jslupe@catt-llc.com

Career Uniforms (Radia Enterprises Inc)			
Address	7738 Park PLace Blvd HGouston, TX 77087	Participation Type:	Active Supplier
Classifications	MBE,SBE,HUB (Primary)		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	sales@careeruniforms.com		
Carlisle Life Products LLC			
Address	7911 Trabajo Dr. Houston, TX 77083	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	darlene@parent-grams.com		
Carney Educational Services			
Address	430 Grand Cypress, Suite 103 Palmdale, CA 93551	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	sergiot@carneyed.com		
CAROLINA INDUSTRIAL MAT CO., INC			
Address	1401 SUMNER RD THOMASVILLE, NC 27360	Participation Type:	Active Supplier
Classifications	SBE (Primary),WBE		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	industrial@northstate.net		
Cassidel Crative Embroidery Designs (Cassie Mitchell)			
Address	3102 Nita st. Houston, TX 77051	Participation Type:	Active Supplier
Classifications	MBE,SBE (Primary),WBE		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	Cassidelemb@gmail.com		
Response Status	Viewed		
Status Date	06/25/2020		
Celebrate Student Success, LLC			
Address	2910 Commercial Center Blvd Suite 103; Box #123 Katy, TX 77494	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	info@CelebrateStudentSuccess.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	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	mario@centralitco.com		

CENTRAL TEXAS MEDICAL EQUIPMENT AND SUPPLIES

Address	8212 Georgian Dr. Austin, TX 78753	Participation Type:	Active Supplier
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Classifications	HUB (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	ctmes@att.net

CFJ Manufacturing

Address	5001 N Freeway Fort Worth, TX 76106	Participation Type:	Active Supplier
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Classifications	WBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	Nedwards@cfjmf.com

Challenge Office Products

Address	6015 South Loop East Houston, TX 77033	Participation Type:	Active Supplier
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Classifications	MBE (Primary),HUB
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	jbarbosa@challengeofficeproducts.com mbarbosa@challengeofficeproducts.com
Response Status	Unsubmitted
Status Date	06/02/2020

CHAMPION AWARDS

Address	2627 N Texas Blvd Weslaco, TX 78599	Participation Type:	Active Supplier
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Classifications	HUB (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	juan@champtx.com
Response Status	Viewed
Status Date	05/29/2020

Champion Teamwear (It's Greek To Me, Inc)

Address	PO Box 959741 St Louis, MO 63195-9741	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	mhk-gtmbids@hanes.com
Response Date	06/26/2020
Response Status	No Bid
Status Date	06/26/2020

Chase in Dreams, Speech and Drama (Deadra Chase)

Address	14127 Pinewest Houston, TX 77049	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	chasemsD@yahoo.com

Cheatham & Associates Corp

Address 15851 Dallas Pkwy, Suite 600
Addison, TX 75001

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) kcheatham@zoho.com

Cheerleading Company (Movie Show Video Mgt., Inc.)

Address 11350 Hillguard Road
Dallas, TX 75243

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) bids@cheerleading.com
Response Date 06/29/2020
Response Status Submitted
Status Date 06/29/2020

Cheers, Etc., Inc.

Address 210 Bronze Street
Garland, TX 75042

Participation Type: Active Supplier

Classifications WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) cheeretc@gmail.com

Child Care Associates

Address 3000 E BELKNAP ST
FORT WORTH, TX 76111-4142

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) candace.lord@childcareassociates.org patricia.looper@childcareassociates.org

Child Safety Solutions

Address 75 Mechanic Street
Rockland, ME 04841

Participation Type: Active Supplier

Classifications SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) david@imsafe.com

Christian Brothers Tees

Address 2857 Bluffview Drive
Lewisville, TX 75067

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) cbteetx@gmail.com

CIELO VISTA UNLIMITED LLC (CIELO VISTA UNIFORMS & MORE)

Address 1926 LINGARD PARK COURT
HOUSTON, TX 77047

Participation Type: Active Supplier

Classifications MBE (Primary),SBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) info@cielovistastore.com

City ArtWorks (Creative Alternatives)

Address 1330 Wirt Rd
Houston, TX 77055

Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) info@cityartworks.org

Clean Coast Technologies

Address 1041 Thomas Ave
Pasadena, TX 77506

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) ronnie@cleancoasttech.com

cleaningessence LLC

Address 19716 SAUMS RD
HOUSTON, TX 77084

Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) john.taylor@cleaningessence.com

Clever Items

Address 333 Exchange Drive
Arlington, TX 76011

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) cleveritems@att.net
Response Date 05/30/2020
Response Status Submitted
Status Date 05/30/2020

Clinical Concepts! (The Entermedia Group, LLC)

Address 900 RR 620 South, C101-153
Austin, TX 78734

Participation Type: Active Supplier

Classifications MBE,SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) gary.shearod@clinicalconcepts.us

Club Colors Buyer LLC

Address 420 East State Parkway
Schaumburg, IL 60173

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) gbarton@clubcolors.com

CME Printing, Inc.

Address 8181 Commerce Park, Ste 708
Houston, TX 77036

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) kmalone@cmeprinting.com

Coastal Enterprises (Joy Products of California, Inc)

Address 17281 Mount Wynne Circle
Fountain Valley, CA 92708

Participation Type: Active Supplier

Classifications WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) goods@coastalsportswear.com
Response Status Unsubmitted
Status Date 06/18/2020

Coastal Office Solutions

Address 1514 N. Ben Jordan Suite B
Victoria, TX 77901

Participation Type: Active Supplier

Classifications HUB (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) shad@coastaltx.com

Cole Enterprise LLC (IGWT Partners)

Address 352 W.NORTHFIELD BLVD SUITE N
Murfreesboro, TN 37129

Participation Type: Active Supplier

Classifications MBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) Timothy.cole@coleenterprisellc.com

Comflow Mechanical Services

Address 6411 Lawford Lane
Houston, TX 77040

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) cevett@comflowco.com

CompuPro Global (Rita's Tape Media)

Address 4888 Langfield Road
Houston, TX 77040

Participation Type: Active Supplier

Classifications SBE,WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) ginnib@compuproglobal.com

Concept uniform co

Address 237 E. 8th Ave
Homestead, PA 15120

Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) conunf@cs.com
Response Status Viewed
Status Date 06/02/2020

Connecticut

Address	450 Columbus Boulevard, Suite 5 Hartford, CT 06103	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Manual
Invitation Email(s)	

Conney Safety Products

Address	3202 Latham Dr. Madison, WI 53713	Participation Type:	Active Supplier
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Classifications	TXM (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	mrogan@conney.com

ConServ Flag Company

Address	1003 Illinois ST Sidney, NE 69162	Participation Type:	Active Supplier
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Classifications	TIP,SBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	kenny@conservflag.com
Response Status	Viewed
Status Date	06/17/2020

Construction Journal

Address	400 SW 7th Street Stuart, FL 34994	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	bids@constructionjournal.com

Cookie Joe's Dancin' School, Inc

Address	1415 Hwy. 6 A100 Sugar Land, TX 77478	Participation Type:	Active Supplier
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Classifications	MBE,SBE (Primary),WBE
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	tranzam99@hotmail.com

Copy Stop Print and Postal (Texas Printing and Publishing)

Address	2290 Boonville Rd Ste 800 Bryan, TX 77802	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	sales@copystopprint.com

Corporate Incentives, Inc

Address	26414 Oak Ridge Dr. The Woodlands, TX 77380	Participation Type:	Active Supplier
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Classifications	TCP,TIP,SBE (Primary),HUB,WBE
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	lchristi.garrison@corp-inc.com

Council Rock Enterprises, LLC

Address 11 Centre Park
Rochester, NY 14614

Participation Type: Active Supplier

Classifications MBE,SBE,HUB (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) cerickson@council-rock.com

Couture Scrubs and Fashion

Address P.O. Box 1965
League City, TX 77574

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) Contactus@couturescrubsandfashion.com

Creative Concepts Printing, Graphics

Address 40311 FM 1960 Rd. West
Houston, TX 77068

Participation Type: Active Supplier

Classifications MBE,SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) creativeconcepts@hotmail.com

Crestline Co Inc (Crestline Specialties Inc)

Address PO Box 2027
Lewiston, ME 04241

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) kchute@crestline.com

Crestline Specialties Inc

Address 70 Mt Hope Ave
Lewiston, ME 04240

Participation Type: Active Supplier

Classifications TCP (Primary),TIP

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) cproulx@crestline.com

Crown Trophy (Seabrook Trophy & Awards)

Address 2168 Bayprot Blvd
Seabrook, TX 77586

Participation Type: Active Supplier

Classifications WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) crownsea@sbcglobal.net

Cryogenic Plastics dba Pageantry World (Cryogenic Plastics Inc.)

Address 1098 Windy Hill Road
Kyle, TX 78640

Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) susan@cpitx.com

Curtis 1000

Address	710 Mantooth Lufkin, TX 75904	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) mamiller@curtis1000.com

CUSTOM CREATIONS

Address	8111 BERKELY CT Baytown, TX 77521	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) customcreationsbycc@yahoo.com

Custom Pins, Inc.

Address	25 Old Orchard Road Rye Brook, NY 10573	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) jim@custompins.com

CUSTOM SPORTSWEAR, INC.

Address	8 ENTERPRISE COURT SEWELL, NJ 08080	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) bids@customsportswear.net

Custom Wall Prints & More, LLC

Address	9818 Lynette Falls Dr Houston, TX 77095	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) capesa3@gmail.com

Cyclone FPV (Cyclone 3D, Inc.)

Address	5546 Silent Timber Path LN. Spring, TX 77386	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) schoolbids@cyclonefpv.com

Cypress Station Shipping and Digital Print Solutions (united networking community)

Address	40 Cypress Creek Pkwy #124 Houston, TX 77090	Participation Type:	Active Supplier
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Classifications MBE,SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) alyons9715@gmail.com rkdnlc@aol.com

D&D Retail L.P.

Address	516 I H 10 East Seguin, TX 78155	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) chase@ddtexasoutfitters.com

Daintree Solutions LLC

Address 1835 Albert Glade CT Participation Type: Active Supplier
Richmond, TX 77469

Classifications MBE (Primary),SBE,HUB

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) apatel@daintreesolutions.us

Dance & Gymnastics USA (Active Wellness USA)

Address 19518 Knightsridge Lane Participation Type: Active Supplier
Houston, TX 77094

Classifications HUB,WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) ActiveWellnessUSA@gmail.com

Dance Another World

Address P.O. Box 1423 Participation Type: Active Supplier
Austin, TX 78767

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) ashlyn@danceanotherworld.org

Daniel's Printing Place

Address 623 N. Airport Dr. Ste B Participation Type: Active Supplier
Weslaco, TX 78596

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) danprint1@yahoo.com

DataSpan (MRI Inc)

Address 15011 Trumpet Vine Lane Participation Type: Active Supplier
Cypress, TX 77433

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) dwaterman@dataspan.com rbrewer@dataspan.com

David & Co.

Address 785 Honore Mercier Participation Type: Active Supplier
Saint Jean Sur Richelieu, QC Canada
J2X 3S2

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) yesdavid@sbcglobal.net

DBS Marketing & Promotions LLC

Address 24466 Pipestem Dr Participation Type: Active Supplier
Magnolia, TX 77355

Classifications SBE (Primary),HUB,WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) sue@dbspromo.com

DBS Texas-Houston

Address	1218 garden park deer park, TX 77536	Participation Type:	Active Supplier
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Classifications	TAS (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	dbstexas1@aol.com

Delaware

Address	100 Enterprise Place Dover, DE 19904	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Manual
Invitation Email(s)	

Delta Signs and Flags

Address	6524 Myrtle Ave Glendale, NY 11385	Participation Type:	Active Supplier
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Classifications	SBE (Primary),WBE
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	deltaflags@yahoo.com

DeMoulin Brothers & Company

Address	1025 South 4th Street Greenville, IL 62246	Participation Type:	Active Supplier
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Classifications	TAS (Primary),TCP
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	mmarsden@demoulin.com

Dent Enterprises LLC

Address	512 N. Hampton Road #405 DeSoto, TX 75115	Participation Type:	Active Supplier
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Classifications	MBE (Primary),HUB
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	dententerprisesllc@gmail.com

Descon Signage Solutions (Young & Kenady Inc.)

Address	463 Southpoint Circle Brownsburg, IN 46112	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	michael@desconinc.com

Design 3 Graphics

Address	8322 Herts Rd Spring, TX 77379	Participation Type:	Active Supplier
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Classifications	SBE (Primary),HUB,WBE
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	patty@design3graphics.com

Design A Tee of Fortbend

Address 16422 salida de sol
houston, TX 77083 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) melinda@design-a-t.com
Response Status Unsubmitted
Status Date 06/04/2020

DG Grafix

Address 7518 Navidad Rd.
Houston, TX 77083 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) don.terrell@dggrafix.com

DGS Educational Products

Address 4801 Linton Blvd Unit 11A-650
Delray Beach, FL 33445 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) bid.dgs@comcast.net

Diamond S. Spiritwear (Elan Industries)

Address 3060 Story Rd. W.
Dallas, TX 75038 Participation Type: Active Supplier

Classifications TCP,TIP (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) yolanda@diamondspiritwear.com

Diann Zackery dba: The Lysander Element

Address 518 County Road 2250
Grapeland, TX 75844 Participation Type: Active Supplier

Classifications TXM,SBE (Primary),HUB,WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) diannzackery@hughes.net

DigitalGenetix

Address 17806 Interstate 10 West, Suite 300
San Antonio, TX 78256 Participation Type: Active Supplier

Response Date 06/05/2020
Response Status No Bid
Status Date 06/05/2020

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 05/29/2020
Invitation Type Automatic
Invitation Email(s) pdeats@derk12.com

Display Graphics, Inc

Address 6400 Westpark Dr Ste 340 Participation Type: Active Supplier
Houston, TX 77057

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) diane@displaygraphics.com

Dive Quarters Inc

Address 1725 Laskin Rd Participation Type: Active Supplier
Virginia Beach, VA 23454

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) info@divequarters.com

Diversified Supply HUB (LP Diversified Supply Hub)

Address PO Box 210 Participation Type: Active Supplier
Aledo, TX 76008

Classifications MBE,TAS,HUB,WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) shele@diversifiedsupplyhub.com

Dixie Flag and Banner Company

Address PO BOX 8618 Participation Type: Active Supplier
SAN ANTONIO, TX 78208

Classifications SBE (Primary),HUB

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) bella@dixieflag.com

DK High steppers (Doris Keener)

Address 1624 Richmond Ave Participation Type: Active Supplier
Houston, TX 77006

Classifications MBE,WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) dkhighsteppers@yahoo.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 05/29/2020
Invitation Type Automatic
Invitation Email(s) donstone13@hotmail.com

DNH PROMOTIONAL MARKETING

Address 1 Riverway
Houston, TX 77056 Participation Type: Active Supplier

Classifications MBE,SBE (Primary),HUB,WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) sales@dnhpromos.com

DOLPHIN GRAPHICS INC

Address 5601 BINTLIFF STE 530
HOUSTON, TX 77036 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) KEN@DOLPHINGRAPHICSINC.COM

Double J Embroidery

Address 22302 FM 149 Rd.
Montgomery, TX 77356 Participation Type: Active Supplier

Classifications HUB (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) doublejembroidery@hotmail.com

Dr. Pope's STEM and Liberal Arts Academy

Address 2900 Whispering Winds Drive #303
Pearland, TX 77581 Participation Type: Active Supplier

Response Status Viewed
Status Date 06/17/2020

Dragonfly Garment & Design Corporation

Address 421 E Kingsbury Street
Seguin, TX 78155 Participation Type: Active Supplier

Classifications MBE,SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) dale@dragonflygarment.com

Dream Catcher Learning Academy

Address 6635 Early Fall Dr
Humble, TX 77338 Participation Type: Active Supplier

Classifications MBE,SBE (Primary),HUB,WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) tiffany@realelegantdreams.com

Dynamic Designs (Killeen Dynamic Designs, Inc.)

Address 2100 E Stan Schlueter Loop.
Killeen, TX 76542 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) cindy@dynamicdesignsinc.com

Eagle Flags Co (American Eagle Trading Inc)

Address 9910 Harwin Dr. Participation Type: Active Supplier
Houston, TX 77036

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) info@americaneagletradinginc.com

Eagle Mountain Flag & Flagpole (Eagle United USA, Inc.)

Address PO Box 500 Participation Type: Active Supplier
Wimberley, TX 78676

Classifications TXM,SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) desiree@emflag.com

East Texas T-Shirts & More (T&S Creative Designs)

Address 135 Old Groveton Rd S Participation Type: Active Supplier
Onalaska, TX 77360

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) easttexastshirts@gmail.com

Eastbay

Address 301 N Wesley Dr. Participation Type: Active Supplier
League City, TX 77573

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) zachary.penny@eastbay.com

Echo Office Products

Address 10207 S. Sam Houston Pkwy. Participation Type: Active Supplier
Houston, TX 77071

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) jarred@echooffice.com

Edison Arts Foundation

Address 1959 Texas Parkway Participation Type: Active Supplier
Missouri City, TX 77489

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) Edisonartsfoundation@gmail.com

Educate To Edify (Educating While Black)

Address 1002 Oxford Drive Participation Type: Active Supplier
Pearland, TX 77584

Classifications MBE (Primary),SBE,WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) educatetoedify@gmail.com

Education Foundation of Harris County

Address	6300 Irvington Blvd #305 Houston, TX 77022	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) dkleiner@hcde-texas.org

Educational Products, Inc.

Address	Rick Phelan Carrollton, TX 75006	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) lmoales@educationalproducts.com

EDUCATORS DEPOT INC

Address	17424 WEST GRAND PARKWAY SOUTH #206 SUGAR LAND, TX 77479	Participation Type:	Active Supplier
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Classifications TAS,TCP,TIP,TXM

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) customerservice@educatorsdepot.com
Response Status Viewed
Status Date 06/01/2020

Eillac Supply CO (Ricky Small)

Address	P.O.Box 24773 Houston, TX 77229	Participation Type:	Active Supplier
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Classifications MBE,SBE (Primary),HUB

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) eillacsupply@yahoo.com

Electric Bluebird Printing

Address	4102 Sam Houston Rd. Willis, TX 77378	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) electricbluebirdprinting@gmail.com

Elementary Spirit Zone

Address	P.O. Box 128 Denton, TX 76202	Participation Type:	Active Supplier
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Classifications TCP,TIP,SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) mac@elementaryspiritzone.com

Elgin School Supply Co, Inc

Address	260 Ryan Avenue Chico, CA 95973	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) elgin260@hotmail.com

Elite Flags and Poles, Inc.

Address	P.O. Box 2881 Cypress, TX 77410	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	janicek@eliteflagsandpoles.com

Elite Printing (Elite Promotional Printing, Inc.)

Address	130 Oak Place Houston, TX 77006	Participation Type:	Active Supplier
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Classifications	HUB (Primary),WBE
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	penny@eliteprtng.com

ELITE PROMOTIONS (Rossy Galarza)

Address	50 east elizabeth street brownsville, TX 78520	Participation Type:	Active Supplier
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Classifications	MBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	rossy@elite4promo.com

E-Logic, Inc.

Address	1025 Connecticut Avenue NW Washington, DC 20036	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	LPadilla@e-logic.us

ELP Enterprises, Inc

Address	9346 Rosstown Way Houston, TX 77080	Participation Type:	Active Supplier
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Classifications	MBE,DIR,TIP,SBE (Primary),HUB,WBE
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	martha@elpenterprisesinc.com ruthann@elpenterprisesinc.com mike@elpenterprisesinc.com

Embellish Athletics (Embellish by Best of the West Designs)

Address	101 N Ballard Wylie, TX 75098	Participation Type:	Active Supplier
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Classifications	WBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	ashley@embellishathletics.com

Embroidery Creations LLC

Address	4276 Gate Crest San Antonio, TX 78217	Participation Type:	Active Supplier
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Classifications	HUB (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	marian@embroidco.com

EmbroidMe Corpus Christi (Ofelia P. Rios, Inc.)

Address	3906C South Padre Island Dr Corpus Christi, TX 78415	Participation Type:	Active Supplier
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Classifications MBE,SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) kirby@embroidme-kingsville.com

EmbroidMe Kingsville (Gihon, Inc)

Address	230 E King Kingsville, TX 78363	Participation Type:	Active Supplier
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Classifications SBE (Primary),HUB,WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) ceccog@sbcglobal.net kirby@embroidme-kingsville.com

EmbroidMe Northwest Houston (Holliman-Wrenn, Inc.)

Address	17375 Tomball Pkwy Houston, TX 77064	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) cherie@embroidme-nwhouston.com

Embroidme Webster (DBH Innovations, Inc.)

Address	20801 Gulf Freeway, Ste. 22 Webster, TX 77598	Participation Type:	Active Supplier
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Classifications MBE,TAS (Primary),TCP,SBE,WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) info@embroidme-webster.com

EMC Resurfacing

Address	7326 Palomino Bay San Antonio, TX 78252	Participation Type:	Active Supplier
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Classifications MBE (Primary),SBE,HUB

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) emc1construction@gmail.com

EMRJ Marketing

Address	9406 Halkirk Spring, TX 77379	Participation Type:	Active Supplier
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Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) emrjsales@gmail.com

EneSportz

Address	5740 Broadway Street Ste#110 Pearland, TX 77581	Participation Type:	Active Supplier
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Classifications MBE,HUB,WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) femalesnsportz@aol.com

Entourage Yearbooks (Entourage Imaging)

Address	39 Everett Drive Princeton Junction, NJ 08550	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	caitlin.kenny@entourageyearbooks.com

Equinox Marketing

Address	P.O. BOX 73307 HOUSTON, TX 77388	Participation Type:	Active Supplier
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Classifications	TAS (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	txbooks@att.net

ERI

Address	222 North 3rd Street Harlingen, TX 78550	Participation Type:	Active Supplier
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Classifications	MBE,WBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	mtz1985@gmail.com

Escamilla & Poneck, LLP

Address	700 North St. Mary's Street, Suite 850 San Antonio, TX 78205	Participation Type:	Active Supplier
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Classifications	MBE,SBE,HUB (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	pescamilla@escamillaponeck.com

Esix Sportswear Inc.

Address	2805 W. Arkansas #202 Arlington, TX 76016	Participation Type:	Active Supplier
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Classifications	MBE,WBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	s.burns@esixsportswear.com

Euphoria Bridal/AdvanceHospitalUniforms

Address	207 E. Camp Wisdom Rd. Duncanville, TX 75116	Participation Type:	Active Supplier
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Classifications	MBE (Primary),SBE,WBE
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	Carter.latitia@gmail.com
Response Status	Viewed
Status Date	05/29/2020

Evco Partners LP dba Burgoon Company

Address	PO Box 1168 Galveston, TX 77553	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	office@burgooncompany.com

ExerPlay, Inc

Address	12220 N Hwy 14, Suite 5 Cedar Crest, NM 87008	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) vicki@exerplay.com

EXIMIUS COFFEE LLC

Address	5610 CLINTON DR HOUSTON, TX 77020	Participation Type:	Active Supplier
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Classifications MBE,HUB (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) RYAN@EXIMIUSCOFFEE.COM

Exotic Creations

Address	15710 Briarstead Drive Missouri City, TX 77489	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) exotic_creations@ymail.com

Express Children's Theatre

Address	4800 West 34th #C3 Houston, TX 77092	Participation Type:	Active Supplier
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Classifications MBE (Primary),SBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) boxoffice@expresstheatre.com

Express Press

Address	1860 E St Louis St Springfield, MO 65802	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) bids@expresspress.com
Response Status Viewed
Status Date 05/29/2020

Expression's Productions- EPI Projects (Expression's Productions)

Address	P.O. Box 1554 HOUSTON, TX 77004	Participation Type:	Active Supplier
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Classifications MBE,SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) epiprojectscsco@hotmail.com

EXPRESSIONS PRODUCTIONS (1972)

Address	8735 Thistlemoor Houston (and vicinity), TX 77044	Participation Type:	Active Supplier
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Classifications MBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) expressionsproductionsco@gmail.com

FAMILY Artistry Academy, Inc.

Address PO Box 42405
Houston, TX 77242 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) FAMILYArtistryAcademy@gmail.com

Fastenal Company

Address 2001 Theurer Blvd
Winona, MN 55987 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) afolkers@fastenal.com

FASTSIGNS - Irving (Outstanding Graphic Solutions, Inc.)

Address 4070 N Belt Line Rd
Irving, TX 75038 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) 4@fastsigns.com

FASTSIGNS 2073

Address 1021 61st ST Suite#600-B
GALVESTON, TX 77551 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) 2073@fastsigns.com

Fifty Shades of Graphics (Sport Your Gear LLC)

Address 22448 McCleskey Rd
New Caney, TX 77357 Participation Type: Active Supplier

Classifications SBE (Primary),HUB,WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) admin.april@fiftyshadesofgraphics.com

Final Graphic

Address 2900 West Park Row Drive, Suite D
Pantego, TX 76013 Participation Type: Active Supplier

Classifications MBE (Primary),TAS,TCP,TIP

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) Jorge.moran@finalgraphic.com

First Team Athletic Apparel (First Team Athletic Apparel, LLC)

Address 1539 River Oaks Dr. E Suite B
Jefferson, LA 70123 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) Rickey@firstteam-apparel.com

First to the Finish

Address	1325 North Broad Street Carlinville, TX 62626	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) craigc@fttf.com

Floral Park Consulting LLC

Address	30, Irving Ave Floral Park, NY 11001	Participation Type:	Active Supplier
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Response Status Viewed
Status Date 05/30/2020

Florida

Address	4050 Esplanade Way Tallahassee, FL 32399	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Manual
Invitation Email(s)

Forever Blossom, LLC

Address	14359 Torrey Chase Blvd Suite G Houston, TX 77014	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) info.foreverblossom@gmail.com

Forever Divine

Address	P.O. Box 1451 Bowie, TX 76230	Participation Type:	Active Supplier
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Classifications MBE (Primary),SBE,WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) julsdivine@yahoo.com
Response Status Viewed
Status Date 05/30/2020

Fors Lux Group (Fors Lux Group Corporation)

Address	2425 W. Loop South Houston, TX 77027	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) c.ashmeade@forsluxgroup.com

Fort Worth Hightech Signs Company

Address	3141 Joyce Dr Fort Worth, TX 76116	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) info@fwhtsigns.com

Fort Worth Running Company (Kevin P. Simms LLC)

Address	4203 Winterborne Dr Pasadena, TX 77505	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) fwruncohouston@gmail.com

Forte Advertising, LLC

Address 1422 Delgany Street
Denver, AL 80202

Participation Type: Active Supplier

Classifications WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) nancy@forteadvertising.com

Fostering Stars Learning & Resource Center, Inc

Address 6327 CALHOUN
Houston, TX 77021

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) info@fosteringstarslearning.com

FR Girls of Texas

Address 170 N Cedar St
Van, TX 75790

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) angie@froftexas.com
Response Date 06/10/2020
Response Status Submitted
Status Date 06/10/2020

Francis Communications Inc.

Address 2914 Sanborn St.
Amarillo, TX 79107

Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) julio@franciscom.com

Fresh Provisions, Inc.

Address 5620 Ledgestone Dr
Fort Worth, TX 76132

Participation Type: Active Supplier

Classifications SBE (Primary),WBE

Response Status Viewed
Status Date 06/01/2020

Friesens Corporation

Address 572 South 5th Street
Pembina, ND 58271

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) brett@friesens.com lisa@friesens.com chrisd@friesens.com

Fruhauf Uniforms, Inc.

Address 800 E Gilbert
Wichita, KS 67211

Participation Type: Active Supplier

Classifications TAS,TIP,SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) jane@fruhauf.com
Response Date 05/29/2020
Response Status No Bid
Status Date 05/29/2020

Fully Promoted of Magnolia, Tx (Owner)

Address	10540 FM 1488 Rd Magnolia, TX 77354	Participation Type:	Active Supplier
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Classifications WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) kim.roberts@fullypromoted.com

Fundraising Forever

Address	23110 Lodgepoint Drive Katy, TX 77494	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) daronson7@gmail.com

Funkytown Threads (Gary Lawrence)

Address	7370 Dogwood Park Dr Richland Hills, TX 76118	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) bids@funkytownthreads.com

G & K Services

Address	7355 Denny Street Houston, TX 77040	Participation Type:	Active Supplier
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Classifications TAS (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) ldilley@gkservices.com

GA ADVERTISING (FIDELFO LOZANO JR)

Address	10504 WINROCK DR LAREDO, TX 78045	Participation Type:	Active Supplier
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Classifications MBE,HGA,SBE (Primary),HUB

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) fidelfo@gaadvertising.net
Response Date 06/26/2020
Response Status Submitted
Status Date 06/26/2020

Gameday Sports Apparel

Address	2140 Hall Johnson Road Grapevine, TX 76051	Participation Type:	Active Supplier
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Response Date 06/27/2020
Response Status Submitted
Status Date 06/27/2020

Garden State Highway Products, Inc.

Address	301 Riverside Drive Millville, NJ 08332	Participation Type:	Active Supplier
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Classifications SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) robert@gshpinc.com

Gateway Printing & Office Supply, Inc.

Address 315 S. Closner
Edinburg, TX 78539 Participation Type: Active Supplier

Classifications DIR,TXM (Primary)

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) butch@gatewayp.com edel@gatewayp.com robert@gatewayp.com

GBI INK / PRINTING & PROMOTIONS (GBI ENTERPRISES)

Address P.O. Box 173
CONROE, TX 77304 Participation Type: Active Supplier

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) info@gbink.com

Response Status Unsubmitted

Status Date 06/23/2020

Geaux Crates & Storage, LLC

Address 14504 North Freeway
Houston, TX, TX 77090 Participation Type: Active Supplier

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) fred@geauxcrates.com kerry@geauxcrates.com

Get Brand Out

Address 136 Baxter Street Unit 1B
New York, NY 10013 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) 1@getbrandout.com

Getting Sorted (G. Yess Fisher & Co., LLC)

Address 34 Stargazer Pl
The Woodlands, TX 77381 Participation Type: Active Supplier

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) Gayle.Fisher@usa.net

Ginger Snaps Apparel (Single Piece Apparel)

Address 2427 Franklin Dr.
Mesquite, TX 75150 Participation Type: Active Supplier

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) info@gingersnapsapparel.com

Response Date 06/29/2020

Response Status No Bid

Status Date 06/29/2020

Glad Rags

Address 103 Mason Dr.
Dayton, TX 77535 Participation Type: Active Supplier

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) GLADRAGSDAYTON@GMAIL.COM

Gladius WPTB

Address 12643 Bassbrook lane
tampa, FL 33626 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) wpate@fusionmedical.us

Glendale Parade Store, LLC

Address 12754 O'CONNOR ROAD
SAN ANTONIO, TX 78233 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) ronda@glendale.com

Global Equipment Company Inc. (Global Industrial, Global Industrial Equipment)

Address 29833 Network Place
Chicago, IL 60673-1298 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) k12bids@globalindustrial.com

Global Safety Solutions

Address 1318 Underwood Rd Suite 110
Deer Park, TX 77508 Participation Type: Active Supplier

Classifications SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) bob.randecker@assistpluscorp.com

Global Xpress Promotions (GXP Ventures, LLC)

Address PO Box 796792
Dallas, TX 75379 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) MarshallB@Global-XP.com

Globe Electric Supply (Globe Electric Supply, Inc.)

Address 10902 Roark Rd
Houston, TX 77099 Participation Type: Active Supplier

Classifications MBE,TPA,TXM,WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) stever@globeelectric.com

Globe Office Products

Address 11500 FM 1960 W, Suite 215
Houston, TX 77065 Participation Type: Active Supplier

Classifications MBE,SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) globeoff@hotmail.com

Golden Mountain Consulting L.L.C

Address	12710 Widley Circle Houston, TX 77077	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) goldenmountainconsultant@gmail.com

Graduate Affairs (Timothy P Giuliani)

Address	1305 South Calle Palo Fierro Palm Springs, CA 92264	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) sales@graduateaffairs.com

Graduate Sales & Recognition

Address	3336 Spring Stuebner Spring, TX 77389	Participation Type:	Active Supplier
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Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) kenney@mygradaccount.com
Response Date 06/29/2020
Response Status Submitted
Status Date 06/29/2020

Graphic Solutions Inc

Address	4793 adams rd hixson, TN 37343	Participation Type:	Active Supplier
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Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) jsimpson@godecal.net

Graphics Store

Address	7558 Sand Street Fort Worth, TX 76118	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) aweathers@graphicsstore.org

Graphics Unlimited, Inc.

Address	213 Kernohan Crosby, TX 77532	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) tony@graphicsunlimitedinc.net
Response Date 06/25/2020
Response Status Submitted
Status Date 06/25/2020

Green Mango Marketing

Address	1717 Frazier St. Suite G Conroe, TX 77301	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) albert@greenmangomarketing.com

GreenGo 2020

Address	118 Dresden Houston, TX 77012	Participation Type:	Active Supplier
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Classifications	MBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	Olarafa@aol.com

Greenwood Office Outfitters

Address	2951 Suffolk Drive Fort Worth, TX 76133	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	cgarcia@greenwoodos.com

Groggy Dog Sportswear & Graphics Design

Address	4017 Mesa Drive Denton, TX 76207	Participation Type:	Active Supplier
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Classifications	TCP,TIP,SBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	mchambers@groggydogonline.com
Response Status	Unsubmitted
Status Date	06/23/2020

Ground Zero Marketing

Address	705-2 E Bidwell St. #279 Folsom, CA 95630	Participation Type:	Active Supplier
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Classifications	SBE,WBE (Primary)
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Response Status	Viewed
Status Date	06/01/2020

Grunwald Printing Company, Inc.

Address	276 Lakeside Hills Drive Montgomery, TX 77316	Participation Type:	Active Supplier
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Classifications	SBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	lisa@gpprint.com

GT Distributors, INC

Address	2545 Brockton Dr. Suite 100 Austin, TX 78758	Participation Type:	Active Supplier
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Classifications	TAS (Primary),TPA
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	txbids@gtdist.com
Response Date	05/29/2020
Response Status	No Bid
Status Date	05/29/2020

GT Distributors, Inc.

Address	P.O. Box 16080 Austin, TX 78761-6080	Participation Type:	Active Supplier
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Classifications	TAS,TPA,SBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	txbids@gtdist.com

Gulf Coast Athletic Supply

Address	120 Industrial Blvd. Sugar Land, TX 77478	Participation Type:	Active Supplier
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Classifications	SBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	bblackard@gulfcoastathletics.com mkalinec@gulfcoastathletics.com

Gulf Coast Nut & Bolt LLC

Address	4501 Leopard st Corpus Christi, TX 78408	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	Paul@gcnbolt.com

Gulfstar Supply (Clearwater Distribution)

Address	6450 126th Avenue North Largo, FL 33773	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	gulfstar@tampabay.rr.com

Gurrola Reprographics Inc.

Address	6161 Washington Ave. Houston, TX 77007	Participation Type:	Active Supplier
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Classifications	MBE,SBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	pnowotny@gurrolareprographics.com

H.D.I.

Address	5308 Chenevert Houston, TX 77004	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	johndlemaster@hotmail.com

Hakimee Signs

Address	4361 Highway 6 North Houston, TX 77084	Participation Type:	Active Supplier
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Classifications	MBE,SBE (Primary),WBE
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	info@hakimeesigns.com

Halo Branded Solutions Inc.

Address	4130 DAYCO ST Houston, TX 77092	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	david.ladyga@halo.com linda.janczkowski@halo.com
Response Status	Viewed
Status Date	06/01/2020

HAMMOND & STEPHENS (A DIVISION OF PREMIER AGENDAS INC)

Address	PO BOX 629 FREMONT, NE 68025	Participation Type:	Active Supplier
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Classifications	TAS (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	hssales@schoolspecialty.com

Harcourt Outlines (Harcourt Industries, Inc.)

Address	7765 S 175 W Milroy, IN 46156	Participation Type:	Active Supplier
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Classifications	WBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	brad@harcourtoutlines.com

Harvey-Daco, Inc. (Harvey Advertising Company)

Address	1527 Sam Houston Ave. Huntsville, TX 77340	Participation Type:	Active Supplier
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Classifications	HUB (Primary),WBE
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	pkreuzburg@harvey-daco.com

HCDE CPC

Address	6005 Westview Drive Houston, TX 77055	Participation Type:	Active Supplier
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Classifications	SBE
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	jarnold@hcde-texas.org jnichols@hcde-texas.org tshort@webrevelation.com
Response Status	Viewed
Status Date	06/10/2020

HCONE International IMPEX Inc (Enoch Kabutey)

Address	103 Summit Circle Houston, PA 15342	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	edkabutey@hconecompanies.com

Healy Awards, Inc

Address	N94W14431 Garwin Mace Dr Menomonee Falls, WI 53051	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	kirstin@healyawards.com

Heart Nation Inc

Address 14807 Woodland Hills Drive, #8210 Participation Type: Active Supplier
Humble, TX 77396

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) mrcurtis67@yahoo.com

Heart to Heart Advettinging & Awards

Address 2305 North Street Participation Type: Active Supplier
Beaumont, TX 77702

Classifications MBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) sales@heart2heartaward.com

Heavenly Service, LLC

Address P.O. Box 57554 Participation Type: Active Supplier
Webster, TX 77598

Classifications MBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) mail@heavenlyservicellc.com

Herff Jones, LLC (Hercules Achievement, Inc.)

Address P.O. Box 99292 Participation Type: Active Supplier
Chicago, IL 60693

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) rfp@herffjones.com llbodle@herffjones.com slrichards@herffjones.com kmscarborough@herffjones.com
kelly@mygradaccount.com
Response Status Viewed
Status Date 06/04/2020

Heritage Treasures Screen Print and Embroidery (Heritage Treasures, LLC)

Address 45969 Nokes Blvd., suite #110 Participation Type: Active Supplier
Sterling, VA 20166

Classifications MBE,SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) Gleaton47@aol.com

Hill Country Screen Printing & Embroidery

Address 1406 East Main Street STE#200 Participation Type: Active Supplier
Fredericksburg, TX 78624

Classifications MBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) aleman.jesse32@yahoo.com

HISD- CTE (Dummy Account)

Address 4400 West 18th Participation Type: Active Supplier
Houston, TX 77092

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) dstrudev@houstonisd.org

Hooper Strategies

Address	515 Davis Rd. Granbury, TX 76049	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	Louise@hooperstrategies.com Les@HooperStrategies.com

Horns Crew Trucking (Alvin Horn)

Address	107 B Cherie Ln Longview, TX 75604	Participation Type:	Active Supplier
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Classifications	MBE,SBE (Primary),HUB
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	hornscREWhornscREW@yahoo.com

Houston Astros

Address	501 Crawford Street Houston, TX 77002	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	mdellorco@astros.com

Houston Event Photography

Address	1711 Sedona Drive League City, TX 77573	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	info@houstoneventphotography.com

Houston Graduation Center, INC. (Herff Jones)

Address	4915 Schuler St. Houston, TX 77007	Participation Type:	Active Supplier
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Response Date	06/29/2020
Response Status	Submitted
Status Date	06/29/2020

Houston Healthy Hip-Hop (Chris Cortez)

Address	15433 Chichester Ln. Houston, TX 77040	Participation Type:	Active Supplier
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Classifications	MBE (Primary)
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Response Status	Viewed
Status Date	06/13/2020

Houston Modular Installation

Address	6245 Brookhill Dr Houston, TX 77087	Participation Type:	Active Supplier
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Classifications	MBE,HUB (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	melinda@houstonmodular.com

Houston Printing (DFS Print LLC)

Address	1970 Cypress Creek Parkway Houston, TX 77090	Participation Type:	Active Supplier
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Classifications	MBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	rudu@houstonprinting.co

Houston Symphony

Address	615 Louisiana St Ste 102 Houston, TX 77002	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	allison.conlan@houstonsymphony.org

Houston Urban Debate League

Address	5535 Memorial Dr. Suite F553 Houston, TX 77007	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	eric.emerson@kinkaid.org

HSDesigns (Hector T. Siordia)

Address	2507 Harrowden Dr. Austin, TX 78727	Participation Type:	Active Supplier
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Classifications	MBE,SBE (Primary),HUB
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	hector@hsdesigns.com

Hula Signworks

Address	27531 Blueberry Hill Dr. Oak Ridge North, TX 77385	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	jessi@hulasignworks.com
Response Status	Viewed
Status Date	06/02/2020

HUSTLE T-SHIRT COMPANY (HUSTLE T-SHIRT COMPANY, LLC)

Address	7279 CROCKETT MARTIN RD CONROE, TX 77306	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	jacob@hustletshirtcompany.com

Hype Socks, LLC

Address	8836 Commerce Loop Dr. Columbus, OH 43240	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	ron@hypesocks.com

HYQUAL PROMOTIONS, LLC

Address	2827 N. MAIN STREET STAFFORD, TX 77477	Participation Type:	Active Supplier
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Classifications MBE,SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) mblair@hyqual.net

I AM Transition Community Foundation, Inc.

Address	8455 Will Clayton Parkway Humble, TX 77338	Participation Type:	Active Supplier
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Classifications MBE,SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) iamtransition@gmail.com

IC Print Signs Promo

Address	4687 Johnson St Argyle, TX 76226	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) info@PrintSignsPromo.com

ICC Thermal Mapping and Data Analytcs (Infrared Concepts Corporation)

Address	465 South Orlando Ave Maitland, FL 32825	Participation Type:	Active Supplier
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Classifications SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) mvitaleiccthermal@gmail.com

ICS JAIL SUPPLIES, INC

Address	PO BOX 21056 Waco, TX 76702	Participation Type:	Active Supplier
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Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) bids@icswaco.com

id Screen Print, LLC

Address	PO BOX 682784 Houston, TX 77268	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) design@idScreenPrint.com
Response Status Unsubmitted
Status Date 06/29/2020

Identity Plus LLC

Address	3205 Harrisburg Blvd Houston, TX 77003	Participation Type:	Active Supplier
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Classifications MBE (Primary),SBE,HUB,WBE

Response Status Viewed
Status Date 06/26/2020

Illinois			
Address	100 W. Randolph Chicago, IL 60601	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Manual		
Invitation Email(s)			
Imprezos Pro Uniforms LLC			
Address	1317 W. US Highway 83 Ste A. Pharr, TX 78577	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	ipro@iprouniforms.com		
Imprint Resources			
Address	1124 Stratford Richardson, TX 75080	Participation Type:	Active Supplier
Classifications	TCP,TPA,HUB,WBE (Primary)		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	bids@imprintresources.com		
Indiana			
Address	402 W Washington St Indianapolis, IN 46204	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Manual		
Invitation Email(s)			
Info Technology Supply Ltd			
Address	9810 E 42nd St, Suite 240 Tulsa, OK 74146	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	kball@its-group.com		
Infojini, Inc.			
Address	10015 Old Columbia Rd Columbia, MD 21046	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	statebids@infojiniconsulting.com		
inkDOTS Printing Solutions			
Address	15803 Tuckerton Rd Houston, TX 77095	Participation Type:	Active Supplier
Classifications	SBE (Primary)		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	grant@inkdots.com		
InnerChange Consulting Group			
Address	7158 Windwater Parkway N Houston, TX 77036	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	KICIA@INNERCHANGELLC.NET		

Innovative Texas Strategies LLC

Address 700 Milam St, Ste. 1300
Houston, TX 77002

Participation Type: Active Supplier

Classifications MBE (Primary),HUB

Response Status Viewed
Status Date 05/30/2020

InnovsiteLLC

Address 2773 white oak drive
Decatur, GA 30032

Participation Type: Active Supplier

Classifications MBE (Primary),SBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) hakim@innovsite.com

Insight Branding (Tarheel Promotions)

Address AIA Services LLC
Chicago, IL 60677-8001

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) andrea@theaugustagroup.net
Response Date 06/12/2020
Response Status No Bid
Status Date 06/12/2020

Integrity Pipeline Services

Address P.O. Box 583
Pearland, TX 77588

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) candybrantley@sbcglobal.net

Interactive Robotics (Bayou City fencing Academy)

Address 4826 Braesvalley Drive
Houston, TX 77096

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) deycohen@aol.com

International Corporate Apparel, Inc.

Address 2909 N El Burrito
Tucson, AZ 85705

Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) Randy_Durfee@ica-usa.com
Response Status Viewed
Status Date 06/03/2020

International federated sourcing inc.

Address 39 2nd ave
farmingdale, NY 11735

Participation Type: Active Supplier

Classifications MBE,SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) abid@internationalfederatedsourcing.com

International Fun Shop, INC. (Herbert's Fun Shop, INC.)

Address	2114 Seabrook Circle Seabrook, TX 77586	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	mhighfill@fun-shop.com

International Promotional Ideas Inc.

Address	1310 Louis Ave. Elk Grove Village , IL 60007	Participation Type:	Active Supplier
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Classifications	SBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	intl.ideas@sbcglobal.net

Iowa State

Address	321 East 12th Street Des Moines, IA 50319	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Manual
Invitation Email(s)	

IQ Total Source, LLC

Address	5120 Woodway Dr Suite 9024 Houston, TX 77056	Participation Type:	Active Supplier
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Classifications	SBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	edorcheus@iqtotalsource.com

IS Creative Graphics

Address	2635 Brazos Ridge Dr. Sugar Land, TX 77479	Participation Type:	Active Supplier
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Classifications	MBE (Primary),SBE
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Response Status	Unsubmitted
Status Date	06/24/2020

J. Harding & Co. (J W Drouin & Assoc.)

Address	424 West 19th Street Houston, TX 77008	Participation Type:	Active Supplier
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Classifications	WBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	wendy@jharding.com kim@jharding.com loyd@jharding.com
Response Date	06/24/2020
Response Status	Submitted
Status Date	06/24/2020

JAB TRADING

Address	4907 CALLAGHAN RD SAN ANTONIO, TX 78228	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	tyler@jabtrading.com
Response Status	Viewed
Status Date	05/29/2020

JADavis Advertising

Address 1213 Ashland
Channelview, TX 77530 Participation Type: Active Supplier

Classifications TAS (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) jay@jadavisadvertising.com

JAMYKY LLC

Address 2635 Brazos Ridge Drive
Sugar Land, TX 77479 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) iseahorn56@gmail.com
Response Status Viewed
Status Date 05/29/2020

JAVACCS, LLC

Address 9473 Fm 1960 West Suite 100
Humble, TX 77338 Participation Type: Active Supplier

Classifications MBE (Primary),SBE,WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) johnson2va@gmail.com

Jaycee Rose Photography

Address PO Box 431
New Waverly, TX 77358 Participation Type: Active Supplier

Classifications SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) Jaycee@jayceerosephotography.com

JC Apparel & More, LLC

Address 11041 Shadow Creek Pkwy
Pearland, TX 77584 Participation Type: Active Supplier

Classifications MBE,SBE (Primary),HUB,WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) jcapparelandmore@gmail.com

JERICO FOUNDATION REPAIR

Address 9430 WHITE CHAPEL
HOUSTON, TX 77074 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) ken@trustjericho.com

JOSTENS (Gardner Seaholm & Associates, LLC)

Address 25000 Pitkin #110
Spring, TX 77386 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) drgas@earthlink.net

Jostens Inc.

Address 21419 SAND BUNKER CIR Participation Type: Active Supplier
KATY, TX 77450

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) donna.magana@jostens.com bids@jostens.com blake.ahrens@jostens.com collegebids@jostens.com

Joy Professional Promotional Products, LLC

Address 49 W SUNRISE HIGHWAY Participation Type: Active Supplier
FREEPORT, NY 11520

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) admin@myjoypromo.com

Response Date 06/28/2020

Response Status Submitted

Status Date 06/28/2020

JS&D Sports Development Outreach Ministries

Address 18822 Summer Anne Drive Participation Type: Active Supplier
Humble, TX 77346-4821

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) jimmie@jsdsportsdevelopment.org

Kahuna Flowers Inc, (The Kukui Nut Co)

Address 816 Parkwood Ct Participation Type: Active Supplier
Mckinney, TX 75070

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) robert@kahunaflowers.com

Kai's Kookies

Address 9711 S. Mason Road Participation Type: Active Supplier
Richmond, TX 77407

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) corporate@kais-kookies.com

Kaleidoscope School Uniforms (KSU, LLC)

Address 2210 Dorrington St. Participation Type: Active Supplier
Houston, TX 77030

Classifications WBE (Primary)

Response Status Viewed

Status Date 06/16/2020

KANKO (Floyd's Chores & Odd Jobs)

Address 2031 Cedar Valley Participation Type: Active Supplier
Dallas, TX 75232

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) kankobidops@gmail.com

Kansas

Address 1000 SW Jackson St Participation Type: Active Supplier
Topeka, KS 66612

Invitation Date 05/29/2020

Invitation Type Manual

Invitation Email(s)

Karsons Clothier

Address 300 n. akard #1708
dallas, TX 75201

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) ktr@karsonsdallas.com

Kids N Care

Address 4606 FM 1960 West
Houston, TX 77069

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) kidsncare2019@gmail.com

KIDS ROBOTIC ACADEMY, LLC

Address 4007 BELLAIRE BLVD
HOUSTON, TX 77025

Participation Type: Active Supplier

Classifications MBE,SBE (Primary),WBE

Response Status Viewed
Status Date 05/30/2020

Kingham Dalton Wilson, Ltd.

Address 5858 Westheimer
Houston, TX 77057

Participation Type: Active Supplier

Response Status Viewed
Status Date 06/25/2020

KJH Consultant Services (Karla J. Horn)

Address 10333 Northwest Freeway
Houston, TX 77092

Participation Type: Active Supplier

Classifications MBE,SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) kjh@kjhconsultant.com

KLAS Products, Inc. (KLAS Products, Inc)

Address 4100 Eldorado Pkwy #100-434
McKinney, TX 75070

Participation Type: Active Supplier

Classifications HUB,WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) kristin@klasproducts.com

KLD PLAYSCAPES USA (TWO WORD COMPANY LLC)

Address 22113 Majestic Woods Way
Boca Raton, FL 33428

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) junior@kldropes.com

KMD Hospitality (KMD Hospitality LLC)

Address 10706 Kentington Oak Drive Participation Type: Active Supplier
Humble, TX 77396

Classifications MBE,SBE (Primary),WBE

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) karen@kmdhospitality.com annette@kmdhospitality.com

KMSCO Inc

Address 42A Cindy Ln Participation Type: Active Supplier
Ocean, NJ 07712

Classifications SBE (Primary)

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) dave@kmscoinc.com

Konnecting the Dots

Address P O Box 23384 Participation Type: Active Supplier
Houston, TX 77228

Classifications MBE (Primary),HUB,WBE

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) dotsk3@gmail.com

Krom Apparel (Jeffrey M. Oberkrom)

Address 2321 Masch Branch Rd. Ste. 307 Participation Type: Active Supplier
Denton, TX 76207

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) kristi@KromApparel.com

Kronberg's Flags and Flagpoles (Associated Builders Specialties, Inc.)

Address 7106 Mapleridge Participation Type: Active Supplier
Houston, TX 77081

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) ronkron@pdq.net

KS Phlebotomy School, LLC

Address 1300 B Bay Area Blvd. Participation Type: Active Supplier
Houston, TX 77058

Classifications MBE (Primary),SBE,WBE

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) ksphlebotomyschool@gmail.com

Ksee Designs (Seeds and Water) (Ksee Designs)

Address 21587 Rose Mill Drive Participation Type: Active Supplier
Kingwood, TX 77339

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) kseedesigns@att.net

KWIK KOPY PRINTING (KLASSIC PRINTING LLC)

Address	1025 MERCURY DR HOUSTON, TX 77029	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) pravin@kwikkopyhouston.com

LABSOURCE INC

Address	1260 GARNET DR NORTHLAKE, IL 60164	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) splecki@LABSOURCE.com

Lady Liberty Flag & Flagpole (Convict Hill Floorcovering & Design Inc)

Address	6001 W. William cannon Austin, TX 78749	Participation Type:	Active Supplier
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Classifications SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) sandra@ladylibertyflag.com

LaserMaxx (Rafter V Enterprises, LLC)

Address	2009 FM155 La Grange, TX 78945	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) jvoigt@lasermaxxusa.com

Launch Point CDC, Inc.

Address	5807 Little York Houston, TX 77016	Participation Type:	Active Supplier
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Classifications MBE (Primary),SBE,HUB,WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) imayhorn@yahoo.com

Lawson Products, Inc.

Address	1666 E Touhy Ave Des Plaines, IL 60018-3683	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) aubrey.welbers@lawsonproducts.com

Lazer Custom Apparel

Address	505 Century Parkway Allen, TX 75013	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) amy@lazercustomapparel.com

Learning Tools (Aurora L Hart)

Address	6932 FM 1960 Rd East Humble, TX 77346	Participation Type:	Active Supplier
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Classifications TIP,SBE (Primary),WBE

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) learning.tools@live.com

Learning Zone (Kimco Educational Products, INC)

Address	10531 Gulfdale San Antonio, TX 78216	Participation Type:	Active Supplier
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Classifications MBE,TAS (Primary),TCP

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) learningzoneinfo@yahoo.com hwangbrenda@ymail.com

LED Partners

Address	11857 Houston, TX 77066	Participation Type:	Active Supplier
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Classifications WBE (Primary)

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) merry@ledoempartners.com

Legends Do Live

Address	1411 Ash Oak Missouri City, TX 77489	Participation Type:	Active Supplier
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Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) office@legendsdolive.com

Let's Dance - Dance Company

Address	2019 Goldsprings Lane Spring, TX 77373	Participation Type:	Active Supplier
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Classifications MBE,SBE,WBE (Primary)

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) nancy_22003@yahoo.com

Liberty Flags, Inc.

Address	PO Box 55101 Tulsa, OK 74155	Participation Type:	Active Supplier
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Classifications SBE (Primary),WBE

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) service@libertyflags.com

Liberty Office Products (Liberty Data Products, Inc)

Address	8744 Westpark Houston, TX 77063	Participation Type:	Active Supplier
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Classifications TXM,SBE

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) cleblanc@libertyoffice.com

Lighthouse Groups LLC

Address 11556 Philmar Lane Participation Type: Active Supplier
Saint Louis, MO 63138-1720

Classifications MBE (Primary),SBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) lighthousegroups@sbcglobal.net

Liquid Studio Group

Address 1407 Calle del Norte Participation Type: Active Supplier
Laredo, TX 78041

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) gloria@liquidsg.com robert@liquidsg.com

Lloyd Schuh Co., Inc. dba LSC Promos

Address 100 Morgan Keegan Dr. Participation Type: Active Supplier
Little Rock, AR 72202

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) aschuh@LSCpromos.com

LONE STAR FLAGS & FLAGPOLES INC.

Address P.O. Box 290 Participation Type: Active Supplier
Sugar Land, TX 77487-0290

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) troy.bloomfield@lonestarflags.net

Lone Star Flags & Flagpoles, Inc.

Address P.O. Box 3051 Participation Type: Active Supplier
Galveston, TX 77552

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) elisabeth@lonestarflags.net
Response Status Viewed
Status Date 06/19/2020

lone star uniforms

Address 8430 n sam houston pky west Participation Type: Active Supplier
houston, TX 77064

Classifications MBE,HUB,WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) kstoelke@sbcglobal.net

Lovebundles4ever LLC

Address 1204 Chase Village Dr Participation Type: Active Supplier
Jonesboro, GA 30236

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) Lovebundles4ever@gmail.com

Lowes Companies Inc

Address	1000 Lowes Blvd Mooresville, NC 28117	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) Joe.Ratcliff@Lowes.com

LP Printing (Long Plan Printing) (Long Plan Printing)

Address	3029 Crossview Houston, TX 77063	Participation Type:	Active Supplier
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Classifications MBE,WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) Walter@lpprinting.com jennifer@lpprinting.com sondra@lpprinting.com

LQI Consulting Group, LLC

Address	4113 Hidden View CT Round Rock, TX 78665	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) laquetta.washington@lqiconsultinggroup.com

LY Electronics USA (Global XLR)

Address	5307 Patrick Henry Bellaire, TX 77401	Participation Type:	Active Supplier
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Classifications MBE (Primary),SBE,HUB

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) tom@globalxlr.com
Response Status Viewed
Status Date 05/29/2020

M & M Apparel (Graff Gand Monograms & More)

Address	1810 Welsh College Station, TX 77840	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) office@m-mapparel.com

macleem sports wear

Address	191 clendenny ave Jersey City, NJ 07304	Participation Type:	Active Supplier
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Classifications MBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) SALES@MACLEEM.COM
Response Status Viewed
Status Date 05/29/2020

MadPen Designs

Address	12690 FM 1314 Conroe, TX 77302	Participation Type:	Active Supplier
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Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) britney@madpendesigns.com

Magid Glove & Safety Mfg Co LLC

Address	1300 Naperville Dr Romeoville, IL 60446	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	govbids@magidglove.com

Main Stop Testing Svcs

Address	12401 S. Post Oak Rd Houston, TX 77045	Participation Type:	Active Supplier
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Classifications	MBE (Primary),SBE
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	testingsvcs@aol.com

Main Street Theater

Address	2540 Times Blvd Houston, TX 77005	Participation Type:	Active Supplier
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Classifications	WBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	jonathan@mainstreettheater.com

MAINLAND SUPPLY

Address	1070 Vega Way San Marcos, CA 92078	Participation Type:	Active Supplier
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Classifications	WBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	gguizon@mainlandsupply.com

MainStage Theatrical Supply

Address	8761A Ely Road Pensacola, FL 32514	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	mainstagesales@gmail.com

MAKEDA GROUP AND ASSOCIATES

Address	PO BOX 88356 HOUSTON, TX 77288	Participation Type:	Active Supplier
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Classifications	MBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	DORIS@MAKEDAGRP.COM
Response Status	Unsubmitted
Status Date	06/17/2020

Malor & Company Inc

Address	554 West 54th New York, NY 10019	Participation Type:	Active Supplier
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Classifications	MBE (Primary),SBE
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	garly.b@malorcompany.com

Manning's Office Solutions (Manning's)			
Address	1510 N 7th Beaumont, TX 77703	Participation Type:	Active Supplier
Classifications	HUB (Primary),WBE		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	galed@manningsupply.com		
MANS DISTRIBUTORS, INC.			
Address	3120 Kellway Dr Carrollton, TX 75006	Participation Type:	Active Supplier
Classifications	MBE,SBE (Primary),HUB,WBE		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	SADHNA@MANS.US		
Marfield Corporate Statinery (Marfield, Inc.)			
Address	1225 E. Crosby Rd., Carrollton, TX 75006	Participation Type:	Active Supplier
Classifications	HGA,SBE (Primary),HUB,WBE		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	leeann_packard@marfield.com		
MarketExpo.com (Gerlach Inc.)			
Address	926 Harbour House Dr Indian Rocks Beach, FL 33785	Participation Type:	Active Supplier
Classifications	WBE (Primary)		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	denise@markizzle.com		
Response Status	Viewed		
Status Date	05/29/2020		
Marketing Magic International LTD			
Address	1622 Cintola Lane League City, TX 77573	Participation Type:	Active Supplier
Classifications	WBE		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	jgarrett@marketingm.com		
Response Date	06/19/2020		
Response Status	Submitted		
Status Date	06/19/2020		
MARY LOUS TWIRLERS & DRILL TREAM (TERRY LYNN DAVIS)			
Address	5010 CHENNAULT HOUSTON, TX 77033	Participation Type:	Active Supplier
Classifications	MBE,SBE (Primary),WBE		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	tldavis42@yahoo.com		

Massachusetts

Address	One Ashburton Place Boston, MA 02108	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Manual
Invitation Email(s)	

Master Jiu-jitsu Academy (Master Jiu-jitsu Academy LLC)

Address	12260 GULF FWY HOUSTON, TX 77034-4437	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	grapplingzone@yahoo.com

Mata Boxing Promotions- MBP (Jason Mata)

Address	2925 W COMMERCE ST SAN ANTONIO, TX 78207-3719	Participation Type:	Active Supplier
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Classifications	MBE,SBE,HUB (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	jmata146@gmail.com

MAVICH

Address	525 Commerce Street Southlake, TX 76092	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	sales@mavich.com
Response Status	Viewed
Status Date	06/15/2020

Max Marketing Company

Address	116 West Lewis Conroe, TX 77301	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	dana@maxmarketingcompany.com

Mayo's Printing & Awards

Address	4920 Kelley St. Houston, TX 77026	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	mayosprinting@sbcglobal.net
Response Status	Viewed
Status Date	06/25/2020

MCS Enterprises

Address	4112 Fannin Houston, TX 77004	Participation Type:	Active Supplier
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Classifications	MBE,SBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	bids@mcs-enterprises.com

MECA Sportswear

Address	1120 Townline Rd Tomah, WI 54660	Participation Type:	Active Supplier
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Response Date	06/19/2020
Response Status	Submitted
Status Date	06/19/2020

MERCER TECHNOLOGIES FIRM

Address	1501 E. 15th Ave # 115 Gary, IN 46402	Participation Type:	Active Supplier
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Response Status	Viewed
Status Date	06/01/2020

Metromarketing Services, Inc.

Address	1518 Antoine Drive Houston, TX 77055	Participation Type:	Active Supplier
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Classifications	HUB,WBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	tara.dunn@metromkt.com

Midstream and Terminal Services

Address	9950 Westpark Dr., Houston, TX 77063	Participation Type:	Active Supplier
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Classifications	MBE (Primary),SBE,HUB
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Response Status	Viewed
Status Date	06/29/2020

Midwest Office Furniture Inc (Midwest Office Supply)

Address	1801 Austin Street Wichita Falls, TX 76301	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	richard.finn@mofsupply.com

Mighty Moose Screen Printing (Paramount Printing)

Address	4707 hwy 36 S #25 Rosenberg, TX 77471	Participation Type:	Active Supplier
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Classifications	MBE,SBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	alex3@themightymoose.com

MINIXMEDIA

Address	1100 HERGET AVENUE PORT ARTHUR, TX 77640	Participation Type:	Active Supplier
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Classifications	HUB (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	Rminix@minixmedia.com

Minnesota

Address 75 Rev Dr. Martin Luther King Jr. Blvd. Participation Type: Active Supplier
St. Paul, MN 55155

Invitation Date 05/29/2020
Invitation Type Manual
Invitation Email(s)

Minuteman Press (KERS Enterprises, L.L.C.)

Address 1602 S Friendswood Dr Participation Type: Active Supplier
Friendswood, TX 77546

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) rsmithhart@minutemanpress.com

Miracle Method of Austin (Nartor Associates Inc)

Address 8906 Wall St, Suite 501 Participation Type: Active Supplier
Austin, TX 78754

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) adominick@miraclemethod.com

Mississippi

Address Post Office Box 849 Participation Type: Active Supplier
Jackson, MS 39205

Invitation Date 05/29/2020
Invitation Type Manual
Invitation Email(s)

Missouri

Address PO Box 809 Participation Type: Active Supplier
Jefferson City, MO 65102

Invitation Date 05/29/2020
Invitation Type Manual
Invitation Email(s)

Mixed Bag Designs dba Boon Supply (Bonvee Inc.)

Address 888 Airport Blvd. Participation Type: Active Supplier
Burlingame, CA 94010

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) vlad@mixedbagdesigns.com

ModernMD LLC

Address 125 Guest St Apt #412 Participation Type: Active Supplier
Brighton, MA 02135

Response Status Viewed
Status Date 06/22/2020

ModFit Apparel

Address 114 E Main St Participation Type: Active Supplier
Forney, TX 75126

Classifications TAS,WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) bids@modfit.net

Moments Etc.

Address	15311 Paxton Landing Lane Cypress, TX 77433	Participation Type:	Active Supplier
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Classifications	SBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	janetdaniels@momentsetc.com

Monarch Trophy Studio (Drago Investments LTD)

Address	2121 NW Military Hwy San Antonio, TX 78213	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	monarch@logixonline.com

Mondor Ltd

Address	785 Honoré-Mercier saint-jean-sur-Richelieu, QC Canada J2X 3S2	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	yesdavid@sbcglobal.net

Mountain Commercial Graphics (Mountain Products L.P.)

Address	12922 Hempstead Road Houston, TX 77040	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	frankc@mountain-cg.com

M-Pak, Inc.

Address	11255 Camp Bowie West Aledo, TX 76008	Participation Type:	Active Supplier
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Classifications	TAS,SBE (Primary),WBE
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	Justin@mpakpackaging.com

Mpressa (Sabre Technologies)

Address	7885 Northcourt #100 Houston, TX 77040	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	chris@marketabilityinc.com
Response Status	Viewed
Status Date	06/03/2020

MSC Industrial Supply (Sid Tool Co.)

Address	P O Box 953635 St. Louis, MO 63195-3635	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	ralph.walton@mscdirect.com stumpm@mscdirect.com

MTM Recognition Corporation

Address PO Box 15669
Oklahoma City, OK 73115

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) mmartin@mtmrecognition.com
Response Status Viewed
Status Date 06/02/2020

MTS

Address P.O. Box 204
Golden, MS 38847

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) bonnie155@mts-safety.com

Mufasa's Pride Rites of Passage

Address PO Box 273396
Houston, TX 77277

Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) hondre@mufasaspride.org

Murphy Robes (Herff Jones LLC)

Address 1000 N Market St
Champaign, IL 61820

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) kdapperson@herffjones.com

Music in Motion

Address 1601 E Plano Parkway, Suite 100
Plano, TX 75074

Participation Type: Active Supplier

Classifications TIP (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) bids@musicmotion.com
Response Date 06/02/2020
Response Status No Bid
Status Date 06/02/2020

MV Corp (David Peyser Sportswear)

Address 88 Spence Street
Bay shore, NY 11706

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) roxanne@wpmv.com

MWH PUBLIC RELATIONS

Address ONE RIVERWAY DRIVE
HOUSTON, TX 77056

Participation Type: Active Supplier

Classifications MBE,WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) MARGO@MWHPUBLICRELATIONS.COM

My Flag, USA (Monty Cazier)

Address 2711 BENTWOOD DRIVE
PALESTINE, TX 75803-9590 Participation Type: Active Supplier

Classifications SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) usa@myflag.com

MYBINDING.COM (INFORMATION MANAGEMENT SERVICES)

Address 1800 NE 25TH AVENUE, SUITE 15
HILLSBORO, OR 97124 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) DUSTIN.BURCH@MYBINDING.COM

myMatrixx

Address 3111 W. Martin Luther King Jr Blvd
Tampa, FL 33607 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) lwestbrooks@mymatrixx.com

NAH Sports Flooring, LLC

Address 3528 East T.C. Jester BLVD
Houston, TX 77018 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) ahammer@covington.com

Namifiers, LLC

Address 280 West 900 North
Springville, UT 84663 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) nick@namifiers.com

Namitzi Yoga (Mitzi Henderson)

Address 510 Richmond Ave. #119
HOUSTON, TX 77006 Participation Type: Active Supplier

Classifications SBE,HUB (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) namitziyoga@gmail.com

NAO GLOBAL Health LLC

Address 700 Gemini Avenue
Houston, TX 77058 Participation Type: Active Supplier

Classifications MBE,SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) info@naoglobal.org

National Discount Textiles, Inc. (BareBones WorkWear)

Address	8555 Weyand Ave Sacramento, CA 95828	Participation Type:	Active Supplier
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Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) mason@barebonesworkwear.com

National Recognition Products - Gulf Coast

Address	20830 Lake Park Trail Humble, TX 77346	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) nrpgulfcoast@gmail.com

NBD Graphics Inc

Address	5502 1st st. Katy, TX 77493	Participation Type:	Active Supplier
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Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) nbdgraphics@sbcglobal.net

NerdsToGo (WDA Hoc Nostrum, LLC)

Address	903 FM 518 Kemah, TX 77565	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) dalcorn@nerdstogo.com

NERDY BIRDIE (ENOVATEKK)

Address	PO BOX 7673 THE WOODLANDS, TX 77380	Participation Type:	Active Supplier
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Classifications HUB (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) CARREDONDO@ENOVATEKK.COM

Net Results (Larry Rosenbaum)

Address	5500 Columbia Pike Arlington, VA 22204	Participation Type:	Active Supplier
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Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) jelar@aol.com

New Spectrum Educational Consultants (Civil Society Educational Consultants)

Address	2525 S Voss Rd Houston, TX 77057	Participation Type:	Active Supplier
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Classifications MBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) al.frazier@newspectrumec.com

New Way Printing

Address	4102 Sam Houston Rd. Willis, TX 77378	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	sales@newwayprinting.com

New York

Address	633 Third Avenue New York, NY 10017	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Manual
Invitation Email(s)	

Newbart Products, Inc.

Address	10424 Rockley Rd Houston, TX 77099	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	james@newbart.com

NEXT LEVEL GRAPHIX

Address	5907 BRENWOOD GLEN TRL KATY, TX 77449	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	nlgraphix@hotmail.com
Response Status	Viewed
Status Date	06/02/2020

Nfinity Athletic

Address	530 Chattahoochee Row Atlanta, GA 30318	Participation Type:	Active Supplier
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Classifications	SBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	tara@nfinity.com
Response Status	Viewed
Status Date	05/29/2020

NH MEASURES, LLC

Address	21811 KATY FREEWAY KATY, TX 77450	Participation Type:	Active Supplier
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Classifications	HUB (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	NHMEASURES@GMAIL.COM

Night Owls Print Shop

Address	14526 Lillja Rd Houston, TX 77060	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	eric@nightowlsprint.com

no bully here

Address	4808 FAIRMONT PARKWAY PASADENA, TX 77505	Participation Type:	Active Supplier
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Classifications MBE (Primary),SBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) negrislebrum@gmail.com
Response Status Viewed
Status Date 06/01/2020

NO EGO APPAREL (NO EGO INC)

Address	13112 TAMAYO DR AUSTIN, TX 78729	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) cgrant@shopnoego.com
Response Date 06/29/2020
Response Status Submitted
Status Date 06/29/2020

Nomadic Strand

Address	3701 Kirby Dr Houston, TX 77098	Participation Type:	Active Supplier
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Classifications SBE,WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) kaila@nomadicstrand.com
Response Status Viewed
Status Date 06/01/2020

North Carolina

Address	1301 Mail Service Center Raleigh, NC 27699	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Manual
Invitation Email(s)

North Houston Athletics

Address	32403 Tamina Magnolia, TX 77354	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) marjorie@nhathletics.com aaron@nhathletics.com
Response Status Unsubmitted
Status Date 06/01/2020

North Star Screen Printing

Address	2978 Congressman Lane Dallas, TX 75220	Participation Type:	Active Supplier
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Classifications WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) cheri@dallasscreen.com

Northeast Cultural Arts Council (NE-CAC)

Address 3919 Black Locust Drive
Houston, TX 77088

Participation Type: Active Supplier

Classifications MBE,SBE,HUB (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) mildredtate1@yahoo.com

NS BRANDING LLC

Address 3927 windmill st.
sugar land, TX 77479

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) president@nsbranding.com

NT Printing Services

Address 505 N. Sam Houston Pkwy #425
Houston, TX 77060

Participation Type: Active Supplier

Classifications MBE,SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) twania@ntprintingandpromo.org

Nuemman (Nuemman LLC)

Address 10533 Cochran Dr
McKinney, TX 75070

Participation Type: Active Supplier

Classifications MBE,SBE (Primary),HUB

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) emmanuel.nuvaga@nuemman.com

Oak Hall Cap & Gown

Address 840 Union Street
Salem, VA 24153

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) bids@oakhalli.com

Oasis Apparel (Dioz Group)

Address 5000 Lankershim Blvd.
North Hollywood, CA 91601

Participation Type: Active Supplier

Classifications USC (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) josh@diozgroup.com

OEM Supplies LLC

Address PO Box 166051
Irving, TX 75061

Participation Type: Active Supplier

Classifications MBE (Primary),HUB

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) daron_walton@oemsupplies.com

OFFICE DEPOT

Address	6225 WEST BY NORTHWEST BLVD HOUSTON, TX 77040	Participation Type:	Active Supplier
Classifications	TCP (Primary),TXM,USC		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	tim.schroeder@officedepot.com		

OFFICE WORKS (KBC OFFICE WORKS, LLC)

Address	6011 West Orem Drive Houston, TX 77085	Participation Type:	Active Supplier
Classifications	MBE,SBE (Primary)		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	lhall@ourofficeworks.com ron.bailey@thekbc.com		

O'Hanlon, Demerath & Castillo

Address	808 West Ave Austin, TX 78701	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	bcastillo@808west.com		

Ohio State

Address	4200 Surface Road Columbus, OH 43228	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Manual		
Invitation Email(s)			

Online Stores, Inc

Address	1000 Westinghouse Drive Suite 1 New Stanton, PA 15672	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	clay.carroll@onlinestores.com		

Onsite Youth Training

Address	11430 Rousseau St San Antonio, TX 78251	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	contact@onsiteyouth.com		

Optimum Nurse Aid Skills Training

Address	4423 Stallion Brook Lane Spring, TX 77388	Participation Type:	Active Supplier
Classifications	MBE (Primary),SBE,HUB,WBE		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	s5463director@gmail.com		

Oregon			
Address	350 Winter St Salem, OR 97301	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Manual		
Invitation Email(s)			
Oriental Trading Company, Inc			
Address	PO Box 2308 Omaha, NE 68103-2308	Participation Type:	Active Supplier
Classifications	TAS (Primary)		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	npsbids@oriental.com		
Response Status	Unsubmitted		
Status Date	06/18/2020		
Original Impressions			
Address	7702 Tussendo Dr Houston, TX 77083	Participation Type:	Active Supplier
Classifications	MBE (Primary)		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	oiprinting@yahoo.com		
ORR TEXTILE COMPANY			
Address	4777 BLALOCK HOUSTON, TX 77041	Participation Type:	Active Supplier
Classifications	HUB (Primary),WBE		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	TAMMY@ORRTEXTILE.COM		
Pacific Coast Flag			
Address	2685 Land Park Dr. Sacramento, CA 95818	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	jjiraucho@msn.com		
Paddle Tramps Mfg. Co./AwardPlace			
Address	1317 University Avenue Lubbock, TX 79401	Participation Type:	Active Supplier
Classifications	TIP (Primary)		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	kyle@paddletramps.com		
Page International Communications			
Address	2748 Bingle Road Houston, TX 77055	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	mthomas@page-intl.com		

Palos Sports, Inc

Address 11711 S. Austin Avenue Participation Type: Active Supplier
Alsip, IL 60803

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) agallagher@palossports.com

PARA SCIENTIFIC CO (PARA SCIENTIFIC COMPANY, Inc)

Address 297 Cedar Lane Participation Type: Active Supplier
Fairless Hills, PA 19030-4501

Classifications TPA,TXM,SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) PSCTCB@AOL.COM

PARADISE AIR (Luck & Logic Inc.)

Address 351 Columbia Memorial Pkwy Participation Type: Active Supplier
Kemah, TX 77565

Classifications SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) paradiseairkemah@gmail.com

PAUL J. COSELLI, ATTORNEY AT LAW

Address 5311 HUISACHE Participation Type: Active Supplier
BELLAIRE, TX 77401

Invitation Date 05/29/2020
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 05/29/2020
Invitation Type Automatic
Invitation Email(s) gfactory@comcast.net

Pennsylvania

Address 508 Main Capitol Building Participation Type: Active Supplier
Harrisburg, PA 17120

Invitation Date 05/29/2020
Invitation Type Manual
Invitation Email(s)

PepsiCo Foodservice

Address 522 Savannah Springs Way Participation Type: Active Supplier
Spring, TX 77373-4971

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) ruben.rodriquez@pepsico.com

Perform America-Texas, LLC

Address 5517 Louetta Rd Participation Type: Active Supplier
Spring, TX 77379

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) cmartin@perform-america.com

Performing Arts Supply Co.

Address 6115 Milwee St.
Houston, TX 77092 Participation Type: Active Supplier

Classifications SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) victoria@performingartssupply.com

Personnel Evaluation, Inc.

Address 11138 W. Greenfield Ave.
Milwaukee, WI 53214 Participation Type: Active Supplier

Response Status Viewed
Status Date 06/10/2020

PGA International, Inc. (Chris Gentile)

Address 11504 Craighead Dr.
Houston, TX 77025 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) chris.gentile@me.com

Pheido Advertising

Address 8439 Lake Crystal Dr.
Houston, TX 77095 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) pheidoadv@att.net

PhotoBallGuy.com (Saf Enterprises LLC)

Address 2113 Port Av.
Las Vegas, NV 89106 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) rick@photoballguy.com

Photographs by Jim / Eagle Ford Signs

Address 1013 C Street
Floresville, TX 78114 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) photographsbyjim@yahoo.com

Pixels Custom Printing

Address 21142 Birchbank Lane
katy, TX 77449 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) info@pixelscustomprinting.com

PKJ International LLC

Address 12999 Murphy Road, Ste. N6
Stafford, TX 77477 Participation Type: Active Supplier

Classifications MBE,SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) sales@pkjinternational.com

Popular Embroidery Designs

Address 706 B.Curtis
Pasadena, TX 77502 Participation Type: Active Supplier

Classifications MBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) Victor-ped@sbcglobal.net

Positive Promotions

Address PO BOX 11537
Newark, NJ 07101-4537 Participation Type: Active Supplier

Classifications TAS (Primary),TCP

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) bids@positivepromotions.com
Response Status Unsubmitted
Status Date 06/08/2020

Post Oak Graphics (Gulf Interstate Engineering dba Post Oak Graphics)

Address 16010 Barkers Point Lane
Houston, TX 77079 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) ccox@gie.com

Postal Products Unlimited (International Commerce & Marketing Inc.)

Address 500 W. Oklahoma Ave.
Milwaukee, WI 53207-2649 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) joelh@postalproducts.com

PREMIER & COMPANIES

Address 237 WEST 35TH STREET
NEW YORK, NY 10001 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) hmelendez@premierandco.com

Premier Heritage 105

Address 7202 Barker Cypress Rd
Cypress, TX 77433 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) soulstclair@gmail.com

Preschool Express Learning Academy

Address 1502 First St
Humble, TX 77338 Participation Type: Active Supplier

Classifications MBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) miss.brittany2006@yahoo.com

Presidential Staffing Solutions

Address	7202 Glen Ellen Bay San Antonio, TX 78244	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) m.nicole@presidentialstaffing.com

Prestigious Sports Outfitters (Rogers)

Address	6308 Saint Michael Drive McKinney, TX 75072	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) trogers@prestigioussportsoutfitters.com

Prevention & Treatment Resource Press (Education Specialty Publishing, LLC)

Address	same as corporate Metairie, LA 70009-6986	Participation Type:	Active Supplier
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Classifications MBE,SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) elizabeth@espublish.com

Prime Central Store (Waretrack, Inc.)

Address	6229 Theall Road HOUSTON, TX 77066	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) gms@medisouth.com

Principle Information Technology

Address	9301 Southwest fwy, Suite 475 Houston, TX 77074	Participation Type:	Active Supplier
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Classifications MBE,DIR,SBE (Primary),HUB

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) reddy@principleinfotech.com

Print Package Postal (Incept LLC)

Address	5403 FM 1488 Rd STE B6 Magnolia, TX 77354	Participation Type:	Active Supplier
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Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) Grey@PrintPackagePostal.com
Response Status Viewed
Status Date 06/12/2020

Printed Promotionals

Address	po box 6241 corpus christi, TX 78466	Participation Type:	Active Supplier
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Classifications HUB (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) info@printedpromotionals.com

Printing Communications

Address 5601 Central Crest
Houston, TX 77092 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) pci@print-comm.com

PriorityHealthSupplies.com

Address 245 saw mill river rd
hawthorne, NY 10532 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) support@PriorityHealthSupplies.com

Pro Player Sports

Address 1710 100Th PL SE STE C
Everett, WA 98208 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) reed@proplayersupply.com

Productive Ventures

Address 3326 Legends Mist Dr
Spring, TX 77386 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) dundrahollins@yahoo.com

Products Unlimited, Inc

Address Susan Raithel
Justin, TX 76247 Participation Type: Active Supplier

Classifications WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) janeycooper@productsunlimited.com sraithel@products-unlimited.com

Proforma Angelini & Associates (Angelini & Associates LLC)

Address 12603 Banchester Ct
Houston, TX 77070 Participation Type: Active Supplier

Classifications SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) brenda.angelini@proforma.com

Proforma Image Marketing

Address 10207 Ivy Field Ct.
Houston, TX 77070 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) kent.bradbury@proforma.com

Proforma Media & Print Solutions (Martin Media & Print Solutions, LLC)

Address	P.O Box 640814 Cincinnati, OH 45264-0814	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	service.mpsolutions@proforma.com
Response Status	Unsubmitted
Status Date	05/29/2020

Proforma MVP Marketing

Address	2211 Lashley Ct. Katy, TX 77450	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	holly.spillers@proforma.com
Response Status	Viewed
Status Date	06/02/2020

PROGRESSIVE PRODUCTS INC

Address	3305 AIRPORT CIRCLE PITTSBURG, KS 66762	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	jhess@progressiveproductsinc.com

Project:Promotions

Address	6140 Hwy 6 Missouri City, TX 77459	Participation Type:	Active Supplier
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Classifications	HUB,WBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	steely@projectpromotion.com
Response Status	Viewed
Status Date	06/12/2020

Projects-Matter (Projects-Matter LLC)

Address	2728 Beauchamp St. Houston, TX 77009	Participation Type:	Active Supplier
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Response Status	Viewed
Status Date	06/05/2020

Proline Supply Company

Address	6711-A Bingle Rd Houston, TX 77092	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	dhajduk@prolinesupply.cc

Promo Entertainment Group

Address	1911 Grayson, GA 30017	Participation Type:	Active Supplier
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Response Status	Viewed
Status Date	06/18/2020

Promo Solutions

Address 11104 Windjammer Dr Participation Type: Active Supplier
Frisco, TX 75034

Classifications HUB,WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) stacy.nwpromo@att.net
Response Status Unsubmitted
Status Date 06/02/2020

Promos On-Time

Address 210 East 39th Street Participation Type: Active Supplier
New York, NY 10016

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) michael@promosontime.com

Promotion and Beyond Inc.

Address 18445 Amistad St. Participation Type: Active Supplier
FOUNTAIN VALLEY, CA 92708

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) info@promotionandbeyond.com

PROMOTIONAL DESIGNS INC.

Address 8150 Brookriver Drive Participation Type: Active Supplier
Dallas, TX 75247

Classifications WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) brian@promotionaldesigns.com

ProSport Logistics

Address 3806 Kelley Ave. Suite A Participation Type: Active Supplier
Springdale, AR 72762

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) ivan.gallegos@prosportlogistics.com

Pro-Tuff Decals

Address 7505 Eastgate Alley Participation Type: Active Supplier
Crystal Lake, IL 60014

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) staff@protuffdecals.com

Providence Office Products LLC

Address 16753 Participation Type: Active Supplier
Conroe, TX 77385

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) admin@providenceofficeproducts.com

Purple Pear Promotional Products

Address	PO Box 19788 Sugar Land, TX 77496	Participation Type:	Active Supplier
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Classifications	HUB,WBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	amber@purplepearpromos.com

Push Productions (Push Design Firm, LLC)

Address	23802 FM 2978 Rd Tomball, TX 77375	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	bridget@push-productions.com

PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)

Address	6510 N. 54TH ST. TAMPA, FL 33610-1908	Participation Type:	Active Supplier
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Classifications	TAS,TCP,TIP,TXM,SBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	BIDDEPT@PYRAMIDSP.COM

QUILL CORPORATION

Address	100 SCHELTER ROAD LINCOLNSHIRE, IL 60069	Participation Type:	Active Supplier
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Classifications	TCP (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	BID@QUILL.COM

Quinn Flags

Address	316 Broadway Hanover, PA 17331	Participation Type:	Active Supplier
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Classifications	SBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	info@quinnflags.com

R & K Apparel (R & K Imports, Inc.)

Address	450 Cloverleaf Drive Baldwin Park, CA 91706	Participation Type:	Active Supplier
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Classifications	MBE (Primary),WBE
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	pauline@rkapparel.com yesdavid@sbcglobal.net
Response Date	06/22/2020
Response Status	Submitted
Status Date	06/22/2020

R Jones Events

Address 21811 Mileham Lane Spring, TX 77388 Participation Type: Active Supplier

Classifications MBE (Primary),SBE,WBE

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) rjones3341@gmail.com

R&H Supply Inc (MEP R&H Inc)

Address 5390 Greens Rd Houston, TX 77032 Participation Type: Active Supplier

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) jeff.zeller@randhsupply.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 05/29/2020

Invitation Type Automatic

Invitation Email(s) rrmaterialsupply@pdq.net

Radius Design Works, LLC

Address P.O. Box 54481 Cincinnati, OH 45254 Participation Type: Active Supplier

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) c_berry@radiusdesignworks.com

Rain Ponchos Plus, LLC

Address P.O. 394 Keller, TX 76244 Participation Type: Active Supplier

Classifications TAS,SBE (Primary),WBE

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) kim@rainponchosinc.com

Ramos & Harrison

Address 224 N Mesquite St Corpus Christi, TX 78401 Participation Type: Active Supplier

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) jrworksts@gmail.com

Ray O'Herron Co., Inc.

Address 3549 N Vermilion St. Danville, IL 61832 Participation Type: Active Supplier

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) hclapp@oherron.com

Raye Limited Inc

Address 4393 Park Vicente
Calabasas, CA 91302

Participation Type: Active Supplier

Classifications SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) bids@rayeltd.com

REAGAN TEXTILES INC

Address PO Box 91733
Lafayette, LA 70509

Participation Type: Active Supplier

Classifications WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) sales@reagantextiles.com

Rebel Athletic Inc.

Address 2554 Tarpley Road
Carrollton, TX 75006

Participation Type: Active Supplier

Classifications MBE,TCP,TIP,USC,HUB,WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) jamila@rebelathletic.com

Recreation Equipment Company

Address 733 Loma Doble
Spring Branch, TX 78070

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) admin@therecmobile.com

REDSMITH GRAPHIC SOLUTIONS

Address 435 Isom Rd
San Antonio, TX 78216

Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) hannah@redsmithgs.com

Refrigeration Gaskets of Texas

Address 729 W 22nd Street
Houston, TX 77008

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) sales@refrigerationgaskets.com

Regency Office Products

Address 5151 Belt Line Road
Dallas, TX 75254

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) jslade@regencyop.com

Re-Gifting Memories, LLC

Address	11414 Little Orchard Ct Tomball, TX 77377	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) Regiftingmemories@gmail.com

Reginald C. Adams LLC

Address	P.O. Box 8147 Houston, TX 77288	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) reginald@reginaldadams.com

Reliable R&R Training Services

Address	8920 Rosecliff Drive Dallas, TX 75217	Participation Type:	Active Supplier
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Classifications MBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) plainenglishtraining@yahoo.com

Reliant Business Products, Inc.

Address	10641 Haddington Drive Houston, TX 77043	Participation Type:	Active Supplier
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Classifications MBE,SBE (Primary),HUB

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) deidre@rbp.com dkeller@rbp.com stevenw@rbp.com stevew@rbp.com
Response Status Unsubmitted
Status Date 06/02/2020

Resource Data, Inc.

Address	560 E 34TH AVE #100 ANCHORAGE, AK 99503	Participation Type:	Active Supplier
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Classifications SBE (Primary)

Response Status Viewed
Status Date 06/01/2020

Results Advertising

Address	130 West Fremont Road Lebanon, MO 65536	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) resultadvbids@gmail.com

RGV Vocational Service,LLC

Address	2112 South Shary Rd. Suite 13 Mission, TX 78572	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) rgvvs@yahoo.com

Rhode Island

Address	1 Capitol Hill Providence, RI 02908	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Manual
Invitation Email(s)

RIDDELL

Address	P.O. Box 71914 Chicago, IL 60694	Participation Type:	Active Supplier
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Classifications TAS (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) dcampbell@riddellsales.com
Response Status Unsubmitted
Status Date 06/02/2020

Rio Paper & Supply LLC

Address	1800 Mozelle Avenue Pharr, TX 78577	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) Rickcriopaper@yahoo.com

Rising Star Academy

Address	7239A West Knoll St. Houston, TX 77028	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) risingstarscholars@gmail.com

Ritz Safety

Address	1455 E. Sam Houston Pkwy South, Suite 110 Pasadena, TX 77503	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) ken.baldwin@ritzsafty.com

RKD Enterprise

Address	17202 Quiet Grove Ln Humble, TX 77346	Participation Type:	Active Supplier
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Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) dmdavis75@aol.com

Roberts Enterprise

Address	11615 DOWNEY VIOLET LN Houston, TX 77044	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) robertsenterpriseinc@gmail.com

Roberts Infinite Services LLC

Address 12680 W Lake Houston Pkwy
Houston, TX 77044 Participation Type: Active Supplier

Classifications MBE (Primary),SBE,WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) tajuana@robertsinfiniteservices.com

Rose Costumes

Address 5800 I35N
Denton, TX 76209 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) rosecostumes@verizon.net
Response Date 06/03/2020
Response Status Submitted
Status Date 06/03/2020

RPM Printing

Address 13447 Woodforest Blvd Ste. A
Houston, TX 77015 Participation Type: Active Supplier

Classifications MBE,SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) orders@rpmprintinghouston.com

Rubber Stamps and More

Address 9361 Winkler Suite C
Houston, TX 77017 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) rubberstampsandmore@gmail.com

Safe Place Outreach

Address 12926 Hammemill Ln.
Houston, TX 77044 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) Tamara.davis77@yahoo.com
Response Status Viewed
Status Date 06/03/2020

Safeguard (Texas Premier Safeguard, Inc)

Address 301 Wells Fargo Drive
Houston, TX 77090 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) mike@txpsg.com

Safety Supply Inc

Address 11827 TECH COM RD
SAN ANTONIO, TX 78233 Participation Type: Active Supplier

Classifications TPA,TXM,SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) LAUREN@SAFETYSUPPLYINC.COM

Saifee Signs and Graphics

Address 5829 W. Sam Houston Pkwy N.
Houston, TX 77041 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) ays@saifeesigns.net

Sala Printing Service (Thomas Wesley Sala)

Address 121 North Marlborough
Dallas, TX 75208-5746 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) salaprinting@att.net

Samscloudllc

Address 11131 Carriage Lake Drive
Houston, TX 77065 Participation Type: Active Supplier

Classifications MBE (Primary),SBE

Response Status Viewed
Status Date 06/10/2020

San Antonio Lighthouse for the Blind

Address 2305 Roosevelt
San Antonio, TX 78210 Participation Type: Active Supplier

Classifications TXM (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) pbbbraatz@salighthouse.org

Santex

Address 4211 W Illinois ave ste 100
dallas, TX 75211 Participation Type: Active Supplier

Classifications MBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) karla.leal@santexallsports.com

Saturn Hoops

Address 12613 Seattle Slew Dr.
Houston, TX 77065 Participation Type: Active Supplier

Classifications MBE,WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) saturnhoops@outlook.com

Savannah Blue Arts & Outreach

Address 10623 Saratoga Square
Missouri City, TX 77459 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) savannahblue36@yahoo.com

Scarborough Specialties, Inc

Address 10501 Indiana Ave
Lubbock, TX 79423

Participation Type: Active Supplier

Classifications HUB (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) holly@scarspec.com
Response Date 06/29/2020
Response Status Submitted
Status Date 06/29/2020

Scardino Printing 1929, LLC

Address PO Box 720
Tomball, TX 77377

Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) zach@scardinoprinting.com

Scholastic and Sports Recognition

Address 2211 Rayford Road
Spring, TX 77386

Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) tyson.ssr@sbcglobal.net

SCHOOL DISTRICT EXCHANGE

Address PO BOX 61
BEASLEY, TX 77417

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) customerservice@schooldistrictexchange.com

School Food Service Innovations

Address 103 Chaparral Circle
Jourdanton, TX 78026

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) jennifer.chapman@sfsinnovations.com

School Specialty

Address 32656 Collection Center Drive
CHICAGO, IL 60693

Participation Type: Active Supplier

Classifications TCP

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) bidnotices@schoolspecialty.com

School Tee Factory (Custom Sportswear, Inc.)

Address 8 Enterprise Court
Sewell, NJ 08080

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) bids@schoolteefactory.com

Schoolhouse Outfitters (School Outfitters)

Address	3736 Regent Ave Cincinnati, OH 45212	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) contracts@schooloutfitters.com

SCHOOLOCKER TEACHER SUPPLY

Address	127 DOS PISTOLAS DEL RIO, TX 78840	Participation Type:	Active Supplier
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Classifications MBE (Primary),HUB

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) info@schoollockerteachersupply.com
Response Date 06/26/2020
Response Status No Bid
Status Date 06/17/2020

Schulenburg Printing and Office Supplies, Inc.

Address	705 Upton Avenue Schulenburg, TX 78956	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) jeffproske@schulenburgprinting.com

Science of Sport

Address	55 E Calle Belleza Tucson, AZ 85716	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) daren@sciencesport.org
Response Status Viewed
Status Date 06/02/2020

SCORE (American Soccer Co., Inc.)

Address	726 E. Anaheim Street Wilmington, CA 90744	Participation Type:	Active Supplier
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Classifications MBE,WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) Vicki@scoresports.com

SCORE SPORTS (American Soccer Company, Inc.)

Address	726 E. Anaheim Street Wilmington, CA 90744	Participation Type:	Active Supplier
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Classifications MBE,WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) Janny@scoresports.com

Scoreboard Sports, LLC

Address	509 West 2600 South Bountiful, UT 84010	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) jrogers@scoreboardsports.com

SEFNAK TRADING INC.

Address 14823 Buckskin Bridge Ct. Participation Type: Active Supplier
Sugar Land, TX 77498

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) dr.cuneytdemir@gmail.com

SEJBodyMusic (Shannan E. Johnson)

Address 2916 Fort Baker Dr. SE Participation Type: Active Supplier
Washington, DC 20020

Classifications MBE,WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) info@sejbodymusic.com

Sensei's School of Martial Arts

Address 11233 Crown Park Drive #C Participation Type: Active Supplier
Houston, TX 77067

Classifications MBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) arsaludares@gmail.com

ServiceMaster Recovery Management (Service Environments of Texas, Inc.)

Address 801 Russell Palmer Road Participation Type: Active Supplier
Kingwood, TX 77339

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) bhollibaugh@srmcat.com

Set U Free Enterprises

Address 8011 zimmermann dr Participation Type: Active Supplier
houston, TX 77088

Classifications HUB (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) setufree03@gmail.com

Shadetree Mechanical Contractors

Address 3632 W Thomas Rd Participation Type: Active Supplier
PHOENIX, AZ 85019

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) vrose@shadetreemechanical.com

SHC Sports (SHC Holdings LLC)

Address 200 N. Walnut Street Participation Type: Active Supplier
Cottonwood Falls, KS 66845

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) connie@shcinc.com

Sherra Branch

Address 12614 Silverglen Estates Dr Participation Type: Active Supplier
Houston, TX 77014

Classifications MBE,WBE (Primary)

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) sbranch36@yahoo.com

Shiffler Equipment Sales, Inc.

Address 745 South Street Participation Type: Active Supplier
Chardon, OH 44024

Classifications TAS,TIP,TPA

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) j.kumher@shifflerequip.com bids@shifflerequip.com

Shirts Caps And More (CCR Promotions, Inc.)

Address 32212 Giboney Rd Participation Type: Active Supplier
Hempstead, TX 77445

Classifications SBE (Primary),WBE

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) sherri@shirtscapsandmore.com

Shoes For Crews, LLC

Address 5000 T-Rex Avenue Participation Type: Active Supplier
Boca Raton, FL 33431

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) carolm@shoesforcrews.com

Sign Authority Inc.

Address 3105 Benton St. Participation Type: Active Supplier
Garland, TX 75042

Classifications MBE (Primary),SBE

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) steve@signauthority.net

Sign Champ Inc

Address PO Box 1392 Participation Type: Active Supplier
SPRING, TX 77383

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) cbailio@signchamp.com

Sign Pro

Address 2112 E. William J. Bryan Pkwy Participation Type: Active Supplier
Bryan, TX 77802

Invitation Date 05/29/2020

Invitation Type Automatic

Invitation Email(s) tony.signpro@gmail.com

SIGN SOLUTIONS, INC

Address	22650 MUESCHKE ROAD TOMBALL, TX 77377	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) ACCOUNTS@SIGNSOLUTIONS.COM

Signarama Global (HWI Capital)

Address	1012 San Pedro San Antonio, TX 78212	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) espickler@sarglobalsigns.com

Signature Aspen Imaging LLC

Address	Signature Aspen Imaging LLC Houston, TX 77092	Participation Type:	Active Supplier
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Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) jseiford@thinksignature.com billymck@thinksignature.com

Signature Media

Address	3300 Kingswood Houston, TX 77092	Participation Type:	Active Supplier
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Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) jseiford@thinksignature.com

SIGNS BY TOMMORROW (Joco Ventures II)

Address	2835 Antoine Drive., #D Houston, TX 77092	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) sales@sbthoustonssouth.com

Signs of Success

Address	11301 Huffmeister Houston, TX 77065	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) sales@signsuccess.com

Signtex Outdoor, Inc.

Address	1225 Alma, Suite D Tomball, TX 77375	Participation Type:	Active Supplier
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Classifications WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) darlene@signout.com

Sixcess Apparel

Address 1023 4th Street
League City, TX 77573

Participation Type: Active Supplier

Classifications TAS,TIP,WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) kayla@sixcessapparel.com

Sky High Party Rentals

Address 3517 Pinemont Dr
Houston, TX 77018

Participation Type: Active Supplier

Classifications MBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) reservations@skyhighpartyrentals.com

Skyline Book Binding Machines & GBC Supplies (Skyline Communications)

Address 1040 North Dutton
Santa Rosa, CA 95401

Participation Type: Active Supplier

Classifications SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) peter@onlineskyline.com

Skyline Displays of Houston (Sabre Technologies, LP)

Address 7885 Northcourt Rd. Suite 100
Houston, TX 77040

Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) lmanning@skylinehouston.com

Smart Scholars Foundation

Address 3615 Flannery Ridge Lane
Houston, TX 77047

Participation Type: Active Supplier

Classifications MBE (Primary),SBE,WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) smartscholarsdirector@gmail.com

Smartgroup Systems (Beepsmart Communications, Inc.)

Address 1801 Gateway Blvd
Richardson, TX 75080

Participation Type: Active Supplier

Classifications MBE (Primary),TIP

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) saleem@smgsystems.net

SMARTOX

Address 4850 Plaza Dr
Irving, TX 75063

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) duffy.nabors@smartox.com

SmarTTurns, Inc. dba BookSmart Publishing

Address	2431 Aloma Ave Winter Park, FL 32792	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) jreyes@smartturns.com

SMC Promotions (Star MarCom Solutions, LLC)

Address	1918 Stone Meadows Lane Houston, TX 77094	Participation Type:	Active Supplier
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Classifications WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) teri.burt@smcpromos.com

SmileMakers

Address	425 Sha Lane Spartanburg, SC 29307	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) smi.bids@smilemakers.com

SMR PROMOTIONS (GLOBAL MARKETING SOLUTIONS)

Address	8701 BEDFORD EULESS RD HURST, TX 76053	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) SMR@SMRPROMOTIONS.COM

Soccer 4 All

Address	1306 FM 1092 Ste 101 Missouri City, TX 77459	Participation Type:	Active Supplier
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Classifications SBE,WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) jason@soccer4all.com melissa@soccer4all.com

Solel International

Address	c/o 6134 Micollet Houston, TX 77016	Participation Type:	Active Supplier
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Classifications MBE (Primary),SBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) soleldrive@gmail.com
Response Status Viewed
Status Date 06/02/2020

Sounds Of Perfection Music Center (Nathan Smith)

Address	12337 Jones Rd Houston, TX 77070	Participation Type:	Active Supplier
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Classifications USC,SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) perfectionscenr@yahoo.com

South Carolina

Address	Post Office Box 2825 Columbia, SC 29211	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Manual
Invitation Email(s)

SOUTH TEXAS PUMP INC

Address	PO BOX 1852 WESLACO, TX 78599	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) stpump@gmail.com

Southeast Media, Inc.

Address	15625 Vickery Dr. #400 Houston, TX 77032	Participation Type:	Active Supplier
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Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) Reyna@semtx.com dominicks@semtx.com

Southwest Glen Mission

Address	Take to leasing office Houston, TX 77099	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) bernadette@swglenmission.org

Southwest Precision Printers (Southwest Precision Printers & Associates LP)

Address	1055 Conrad Sauer Houston, TX 77043	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) tcisneros@swpp.com
Response Date 06/22/2020
Response Status No Bid
Status Date 06/16/2020

Southwest School & Office Supply (S.W. School Supply Inc)

Address	805 N Barrington Ave Ontario, CA 91764	Participation Type:	Active Supplier
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Classifications WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) biddesk@southwestschool.com

SP Design & Manufacturer

Address	1215 Se 10th St. Cape Coral, FL 33990	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) shaneh@screenprintplus.com

Space City T-Shirts Etc. (Paul Downes)

Address 2415 Karbach Street
Houston, TX 77092

Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) sctees@sbcglobal.net

SPARKLE-dance

Address 4811 Motley Dr.
Mesquite, TX 75150

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) sales@rochellerodriguez.com
Response Date 06/17/2020
Response Status Submitted
Status Date 06/17/2020

Speedpro Imaging (Terramont Partners, Inc.)

Address 25003 Pitkin Rd.
The Woodlands, TX 77386

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) mschardt@speedpro.com

Spirit Monkey, LLC

Address 20658 Stone Oak Pkwy #105
San Antonio, TX 78258

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) luis@spiritmonkey.com
Response Status Unsubmitted
Status Date 06/16/2020

Sportdecals, Inc

Address PO Box 861
Spring Grove, IL 60081

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) lvetter@sportdecals.com

Sports Authority (TSA Stores, Inc)

Address 11200 Broadway Street
Pearland, TX 77584

Participation Type: Active Supplier

Classifications USC (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) nbickerstaff@sportsauthority.com

Sports Venue Padding (Artistic Coverings Inc)

Address 14135 Artesia Blvd
Cerritos, CA 90703

Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) michelle@svpadding.com

Sporturf			
Address	200 Howell Dr Dalton, GA 30721	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	chelseykeeton@sporturf.com		
Spur Employment, Inc.			
Address	3414 Governors Dr. SW #220 HUNTSVILLE, AL 35805	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	rfp@spurjobs.com		
SS GRAPHICS			
Address	13529 Skinner Road Suite J Cypress, TX 77355	Participation Type:	Active Supplier
Classifications	SBE (Primary),WBE		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	jennifer@ss-graphics.com		
SSG-MUSIC			
Address	855 E TWAIN AVE LAS VEGAS, NV 89169	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	ssgmusic702.shawn@gmail.com		
SSR JACKETS (CUSTOM CHENILLE EMBROIDERY, INC.)			
Address	11330 HILLGUARD RD. DALLAS, TX 75243	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	purchasing@ssrjackets.com		
Response Date	06/04/2020		
Response Status	No Bid		
Status Date	05/31/2020		
Staffmark (Staffmark Investment LLC)			
Address	2500 W Loop South Houston, TX 77027	Participation Type:	Active Supplier
Response Status	Viewed		
Status Date	06/26/2020		
Stage Door Inc. Center for the Performing Arts & Education			
Address	2307 S. Shaver St Pasadena, TX 77502	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	marc_anthony_glover@yahoo.com		

Stanbury Uniforms, LLC.

Address	108 Stanbury Industrial Drive Brookfield, MO 64628	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	stanbury.bids@stanbury.com
Response Status	Viewed
Status Date	06/24/2020

STAR POLY BAG INC

Address	200 Liberty ave Brooklyn, NY 11207	Participation Type:	Active Supplier
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Classifications	SBE (Primary),WBE
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	biddept@starpoly.com

Steam Kidstitute (Insight Community Resources Inc)

Address	9800 Centre Parkway suite 870 Houston, TX 77036	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	insightcommunityinc@gmail.com

Sterling Empowerment

Address	10522 LEITRIM WAY HOUSTON, TX 77047	Participation Type:	Active Supplier
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Classifications	SBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	sterling@sterlingempowerment.com

Stiff LLC

Address	2401 S GESSNER RD HOUSTON, TX 77063	Participation Type:	Active Supplier
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Classifications	MBE (Primary),SBE,WBE
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	Niekell@stiffllc.com
Response Status	Viewed
Status Date	05/29/2020

StockWise Solutions

Address	15550 Vickery Drive Ste. #150 Houston, TX 77032	Participation Type:	Active Supplier
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Classifications	WBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	jerry@stockwiseusa.com

StoreSMART (Visual Horizons Inc)

Address	180 Metro Park Rochester, NY 14623	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	laura@storesmart.com

Straight Defined

Address	208 West Lincoln Avenue Copperas Cove, TX 76522	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) tamaholland@gmail.com

Strategic Partnerships, Inc.

Address	901 S. Mopac Expy Austin, TX 78746	Participation Type:	Active Supplier
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Classifications WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) kyoshida@spartnerships.com

STRAUS SYSTEMS INC

Address	7 STRAUS COURT STAFFORD, TX 77477	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) bholmberg@straussystems.com

StrongTree Products

Address	421 C Street #1A Washougal, WA 98671	Participation Type:	Active Supplier
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Classifications WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) dtorres@strongtreeproducts.com

STS Brand (STS Brand LLC)

Address	14027 Memorial Dr. #158 Houston, TX 77079	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) info@stsbrand.com
Response Date 06/28/2020
Response Status Submitted
Status Date 06/28/2020

Studica Inc.

Address	2326 Lockport Rd Sanborn, NY 14132	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) jenniferl@studica.com

SUN AIRED BAG (QMS - SUN AIRED BAG)

Address	3645 Inglewood Avenue, Redondo Beach, CA 90278	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) majotorres@sunaired.com

SuperViewVision (Advance Century Inc)

Address	114 S 6th Ave City of Industry, CA 91746	Participation Type:	Active Supplier
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Classifications	MBE (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	tshibuya@superviewvision.com

Suplay Products

Address	PO Box 657 Elma, WA 98541	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	holly@suplay.com

Suppliaholics

Address	1814 E Bell Rd Phoenix, AZ 85022-2861	Participation Type:	Active Supplier
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Classifications	MBE (Primary),SBE,WBE
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	Suppliaholics@gmail.com

Symonds Flags & Poles, Inc.

Address	7503 Flagstone Dr. Fort Worth, TX 76118	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	Bea@symondsflags.us

Syntheticomp Companies

Address	2847 Colony Dr. Sugar Land, TX 77479	Participation Type:	Active Supplier
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Classifications	MBE,SBE,HUB (Primary)
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	syntheticompcmps@gmail.com
Response Status	Viewed
Status Date	06/21/2020

T9 Sports

Address	36136 Hwy 100 Los Fresnos, TX 78566	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	t9sports@hotmail.com

Talento Bilingue de Houston

Address	333 S. Jensen Drive Houston, TX 77003	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	mariag@tbhcenter.org

Teacher Created Resources

Address 2903 Inks Lake Drive Participation Type: Active Supplier
Pflugerville, TX 78660

Classifications WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s)

Teacher Direct (TDSA, LLC)

Address 1200 B Roberts Industrial Dr Participation Type: Active Supplier
Birmingham, AL 35208

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) carol@teacherdirect.com

Teachers Discovery Inc. (American Eagle Company Inc.)

Address 2741 Paldan Drive Participation Type: Active Supplier
Auburn Hills, MI 48326

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) help@teachersdiscovery.com
Response Date 06/11/2020
Response Status No Bid
Status Date 06/11/2020

Team Express (Concourse Team Express LLC)

Address 5750 Northwest Parkway, Suite 100 Participation Type: Active Supplier
San Antonio, TX 78249

Classifications TAS (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) adam.trevino@teamexpress.com

Team Go Figure, LLP (Single Piece Apparel)

Address 2427 Franklin Dr. Participation Type: Active Supplier
Mesquite, TX 75150

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) info@teamgofigure.com
Response Date 06/29/2020
Response Status No Bid
Status Date 06/29/2020

Team Logo Inc

Address 3113 bryan ave Participation Type: Active Supplier
Fort Worth, TX 76110

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) joey@teamlogo.us

TeamLeader, Inc.

Address 1023 Summer Cape Circle Participation Type: Active Supplier
League City, TX 77573

Classifications WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s)

TEC Sports

Address	5200 Branding Iron Court College Station, TX 77845	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) Daniel@TEC-Sales.com

Techland Houston (Bright Star Productions Inc.)

Address	2420 Center St. Houston, TX 77007	Participation Type:	Active Supplier
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Classifications TXM (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) sales@techlandhouston.com

TeeRex Embroidery

Address	17515 Huffmeister Road Cypress, TX 77429	Participation Type:	Active Supplier
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Classifications MBE (Primary),SBE,WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) Crystal@teerexembroidery.com
Response Status Viewed
Status Date 06/12/2020

Tegeler Sports

Address	1656 FM 389 Brenham, TX 77833	Participation Type:	Active Supplier
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Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) ltegeler@yahoo.com

Tejas Office Products, Inc.

Address	1225 W. 20th Street Houston, TX 77008	Participation Type:	Active Supplier
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Classifications MBE,TXM (Primary),SBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) JeanetteC@tejasoffice.com
Response Date 06/29/2020
Response Status Submitted
Status Date 06/29/2020

Test Vendor

Address	123 Fake Street Houston, TX 77022	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) mthornton@hcde-texas.org

Texas			
Address	111 East 17th Street Austin, TX 78774	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Manual		
Invitation Email(s)			
Texas 4-H Youth Foundation			
Address	2147 TAMU College Station, TX 77843-2147	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	david.wright@ag.tamu.edu		
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	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	info@taaacc.org		
Texas Covers (Creative Menus&Folders LLC)			
Address	PO Box 12 Olden, TX 76466	Participation Type:	Active Supplier
Classifications	MBE,SBE,HUB (Primary)		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	andysherman@texascovers.com		
Texas Graphic Productions			
Address	33100 Highway 290 Hockley, TX 77447	Participation Type:	Active Supplier
Classifications	SBE (Primary)		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	bridgettrench@txgraphicpros.com		
Texas Motion Sports LLC			
Address	1198 Commerce Drive RICHARDSON, TX 75081	Participation Type:	Active Supplier
Classifications	TCP,TXM,SBE,HUB (Primary),WBE		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	bids@texasmotionsports.com		
Texas Music Festivals Enterprise, Inc			
Address	216 East Business Highway 83 San Juan, TX 78589	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	angela@tmftoursandtravel.com		
Response Date	06/25/2020		
Response Status	Submitted		
Status Date	06/25/2020		

Texas Signs By Design (Bugel Enterprises Inc.)

Address 4150 Bluebonnet Dr., Suite 105
Stafford, TX 77477

Participation Type: Inactive Supplier

Classifications SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) george@TexasSignsByDesign.com

The A-List Network, LLC (Stephanie Belton)

Address 13401 Cherokee Rose Ct.
Rosharon, TX 77583

Participation Type: Active Supplier

Response Status Viewed
Status Date 06/24/2020

THE BANDMANS COMPANY

Address 3328 TOWERWOOD DRIVE
FARMERS BRANCH, TX 75234

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) BANDMANS@BANDMANS.COM

The Baptiste Group LLC

Address 945 Donegal Dr
Locust Grove, GA 30248

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) kevinb@thebaptistegroup.com

The Burmax Co., Inc.

Address 28 Barretts Ave.
Holtsville, NY 11742

Participation Type: Active Supplier

Response Date 06/17/2020
Response Status No Bid
Status Date 06/15/2020

The Class Ring Company

Address 2403 Buddy Owens Blvd.
McAllen, TX 78504

Participation Type: Active Supplier

Classifications MBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) jrtcrc@hotmail.com

THE COLLINS GROUP

Address 1139 S BALDWIN AVE
MARION, IN 46953

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) regina.todd@collinsflags.com

The Costume Closet

Address 500 Home place
Fairview, TX 75069

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) save@thecostumecloset.com

The Document Group, Inc.

Address 1010 Lamar St.
Houston, TX 77002 Participation Type: Active Supplier

Classifications MBE,HUB (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) bcollins@thedocgrp.com lynn@thedocgrp.com

The Don Hume Company

Address 500 26th AVE NW
MIAMI, OK 74354 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) gwiford@donhume.com

The Donatto Group

Address PO Box 321226
Houston, TX 77221 Participation Type: Active Supplier

Classifications MBE (Primary),HUB

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) james@thedonattogroup.com

The Flag Store (J. Hugh Campbell Co., The Flag Store)

Address 2116 N HASKELL AVE
DALLAS, TX 75204 Participation Type: Active Supplier

Classifications MBE,SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) FLAGS@THEFLAGSTORE.COM

The Heart of God Restoration Ministry

Address 2222 Lockwood Drive
Houston, TX 77020 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) theheartofgod2015@gmail.com

The Idea Source, inc

Address 3315 Eula Morgan Road
Katy, TX 77493 Participation Type: Active Supplier

Classifications SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) kelly@theideasource.com

The IRIS Companies (IRIS Ltd. Inc.)

Address 901 Park Road
Fleetwood, PA 19522 Participation Type: Active Supplier

Classifications WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) cynthiat@irisltd.com

The J Paul Company

Address 2535B East State Hwy 121 Participation Type: Active Supplier
Lewisville, TX 75056

Classifications HUB,WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) Lindsay@jpaulco.com

The Mariachi Connection, Inc.

Address 2106 W Commerce Participation Type: Active Supplier
San Antonio, TX 78207

Classifications MBE,SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) josie_benavidez@yahoo.com rene@mariachiconnection.com
Response Date 06/02/2020
Response Status No Bid
Status Date 06/02/2020

The Master Teacher

Address PO Box 1207 Participation Type: Active Supplier
Manhattan, KS 66505-1207

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) bids@masterteacher.com

The MLLES Alumnae, Inc.

Address 4406 Plantation Pass Dr. Participation Type: Active Supplier
Humble, TX 77346

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) info@themadeiselles.org

The Moret Group

Address 1411 Broadway 8th fl. Participation Type: Active Supplier
New York, NY 10018

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) elliot@moret.com

The Motivation Recognition Group LLC

Address 3903 Grand Fri Ct Participation Type: Active Supplier
Richmond, TX 77469

Classifications SBE (Primary),WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) gmb@mrg19.com
Response Status Viewed
Status Date 06/09/2020

The National Behavioral Intervention Team Association

Address 475 Allendale Rd Suite 200 Participation Type: Active Supplier
King of Prussia, PA 19102

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) Christopher.Simmons@TNGConsulting.com

The Neff Company (Neff Motivation, Inc)			
Address	19902 Tidy Tips Lane Spring, TX 77379	Participation Type:	Active Supplier
Classifications	TAS (Primary)		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	bhesson@neffco.com		
The Ombudsmen Group			
Address	213 Bridle Bnd Cibolo, TX 78108	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	fmuhammad@myombudsmen.com		
The Phlebotomy Learning Center			
Address	505 N. Sam Houston Pkwy. E. ste. 695 Houton, TX 77060	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	phlebotomylearningcenter@yahoo.com		
The Really Cool T-shirt Co.			
Address	PO BOX 694 Manchaca, TX 78652	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	accounting@reallycooltees.com		
Response Status	Viewed		
Status Date	06/02/2020		
The Schoolhouse Store (The Schoolhouse Store Inc)			
Address	707A West Davis Conroe, TX 77301	Participation Type:	Active Supplier
Classifications	TAS,WBE (Primary)		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	info@theschoolhousestore.com		
The Sign Depot (Lozz Quatezz LLC)			
Address	105 E INTERSTATE 2 PHARR, TX 78577	Participation Type:	Active Supplier
Classifications	MBE (Primary)		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	andy@thesigndepot.com		
The Thomas Jarrms Company llc			
Address	3524 Ruth Street Houston, TX 77004	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	rthomas@ttjcgroup.com		

The Uniform Superstore, Inc.

Address	PO BOX 701247 Houston, TX 77270	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) gil.coelho@uniformsuperstore.com

The Urban Circle (The Urban Circle LLC)

Address	7505 South Fwy houston, TX 77021	Participation Type:	Active Supplier
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Classifications MBE (Primary),TXM,HUB

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) info@tucilc.us

The War Room Children's Chess Club

Address	8210 N Jasman Rd Edinburg, TX 78542	Participation Type:	Active Supplier
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Classifications MBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) jorge@childrenschessclub.com

TheFireStore, TheOfficerStore, TheEMSStore (Witmer Public Safety Group, Inc)

Address	104 Independence Way Coatesville, PA 19320	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) quotes@thefirestore.com

Thomas Printworks (Thomas Reprographics, Inc)

Address	4235 Richmond Ave Houston, TX 77027	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) trevor.hansen@thomasprintworks.com rock.gremillion@thomasprintworks.com
tara.fisher@thomasprintworks.com joe.christ@thomasprintworks.com
Response Status Unsubmitted
Status Date 06/12/2020

Three Tikes LLC

Address	1001 Cooper Pt Rd Olympia, WA 98512	Participation Type:	Active Supplier
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Classifications MBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) ThreeTikes@hotmail.com

Time Solutions Inc.

Address	20407 Presley Grove Dr. Porter, TX 77365	Participation Type:	Active Supplier
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Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) bjdaniele@tsila.com

Timothy Project: Youth Mentoring Youth, Inc.

Address	P O Box 90562 Houston, TX 77290	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) carann05@yahoo.com

Tip Top Tuxedos (Al's Formal Wear)

Address	500 Floyd Dr. Sioux City, IA 51102	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) dale.harper@tttux.com

Tipton Global Sales & Services, Inc

Address	P O Box 714 Hurst, TX 76053	Participation Type:	Active Supplier
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Classifications TIP,SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) govbus@tiptonglobal.com

Titan Signs and Graphics

Address	8815 Solon Rd Houston, TX 77064	Participation Type:	Active Supplier
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Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) philip@titansigns.net

TMB Screen Printing

Address	9637 Cypress Creek Parkway Houston, TX 77070	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
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
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) anita@tmbspring.com

TMB Screen Printing 2

Address	15552 FM 529 Rd. Houston, TX 77095	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) mray@tmbscreenprinting.com

TMJ ENTERPRISES (Una Mae Dennison)

Address 8919 Wateka Drive
Houston, TX 77074

Participation Type: Active Supplier

Classifications HUB,WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) tmjent@sbcglobal.net

TNR Accounting & Management Consulting, LLC (Nannette Ray)

Address 4819 Terrance Fall Dr
Katy, TX 77494

Participation Type: Active Supplier

Classifications MBE (Primary),SBE,HUB,WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) info@TNRaccounting.com

TNT Shirts

Address 2400 Taft St
Houston, TX 77006

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) ashley@tntshirts.com
Response Status Viewed
Status Date 06/12/2020

TODAYS PROMOS

Address 17305 I-25 North
Schertz, TX 78154

Participation Type: Active Supplier

Classifications TAS,WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s)

Today's Promotions (Today's Promos, LLC)

Address 26635 Forest Link
New Braunfels, TX 78132

Participation Type: Active Supplier

Classifications TAS,WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) Barbara@BroadMindsInvesting.com

Total Graphic Designs

Address 20904 Azalea Lane
New Caney, TX 77357

Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) TGDRiddick@nctv.com

TOTE UNLIMITED

Address 1401 S. SYLVANIA AVE
FORT WORT, TX 76111

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) TOM@TOTEUNLIMITED.COM

Trademarks Promotional Products

Address 11333 Todd Street
Houston, TX 77055

Participation Type: Active Supplier

Classifications HUB,WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) renellec@tmarks.com
Response Date 06/29/2020
Response Status Submitted
Status Date 06/29/2020

Trading Club International, Inc.

Address 10818 Fern Terrace
Houston, TX 77075

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) geoffreybailey@live.com

Trainers Warehouse (Offic Images, Inc)

Address 89 Washington Ave
Natick, MA 01760-3441

Participation Type: Active Supplier

Classifications SBE,WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) joyce@trainerswarehouse.com

Transcare llc

Address 9203 hwy 6 S
Houston, TX 77083

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) transcarehou@gmail.com

Translation & Interpretation Network (Catholic Charities Diocese of Fort Worth, Inc. d/b/a Translation & Interpretation Network)

Address 249 W. Thornhill Drive
Fort Worth, TX 76115

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) tin@tintranslation.com

Trezvant Academy, Inc

Address 9538 Curry Landing DR
Houston, TX 77095

Participation Type: Active Supplier

Invitation Date 05/29/2020
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 05/29/2020
Invitation Type Automatic
Invitation Email(s) bchristy@triangletxas.com

Trimfoot Co			
Address	115 Trimfoot Terrace Farmington, MO 63640	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	yesdavid@sbcglobal.net		
Triple D Uniform, Inc			
Address	4031 Southerland Rd Houston, TX 77092	Participation Type:	Active Supplier
Classifications	SBE (Primary)		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	phil@tripleuniform.com		
Trophy House LLC (Ash Seawright (sole proprietor))			
Address	804 W. Dallas Street, Suite 3 Conroe, TX 77301	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	trophyhouse@suddenlinkmail.com		
T-Shirts Etc. West Houston (Clutch City Services, Limited Liability Company)			
Address	1718 Fry Road Houston, TX 77084	Participation Type:	Active Supplier
Classifications	MBE (Primary),SBE		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	hatim@tshirtsetcwesthouston.com		
Response Status	Unsubmitted		
Status Date	05/30/2020		
T-Shirts Ink			
Address	1039 Pruitt Rd The Woodlands, TX 77380	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	jdp@tshirtsinkandmore.com		
Turner Sign Systems			
Address	7110 Burns St Richland Hills, TX 76118	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	amy@turnersignsystems.com		
Twinkle Toes Dance Academy			
Address	16319 Napa Vine Dr Houston, TX 77053	Participation Type:	Active Supplier
Classifications	MBE,SBE (Primary),WBE		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	twinkletoesdance11@yahoo.com		

Two Guys Laser Engraving			
Address	19850 FM 986 Terrell, TX 75160	Participation Type:	Active Supplier
Classifications	SBE (Primary)		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	chad@twoguyslaserengraving.com		
TXTREME PROMOTIONS			
Address	20550 TOWNSEN BLVD HUMBLE, TX 77338	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	bmcnamara@txtreme.com apparel@txtreme.com		
TYLER UNIFORM, INC			
Address	4285 CHANDLER HWY TYLER, TX 75702	Participation Type:	Active Supplier
Classifications	SBE (Primary),WBE		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	wyndell@tyleruniform.com		
U.S. Flag and Flagpole Supply, LP			
Address	4355 W. Cardinal Drive Beaumont, TX 77705	Participation Type:	Active Supplier
Classifications	SBE (Primary)		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	karen@usflag.com		
Ulysses S Dotson & Assoc.,Inc			
Address	2107 Isabella Street Houston, TX 77004	Participation Type:	Active Supplier
Classifications	MBE (Primary),SBE		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	usdotson@gmail.com		
UNBEATABLE SALE INC			
Address	195 LEHIGH AVE LAKEWOOD, NJ 08701	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	hmelendez@unbeatablesale.com		
UniFirst Corporation			
Address	455 Airport Rd. Corpus Christi, TX 78405	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	stephanie_swinney@unifirst.com ryan_jay@unifirst.com		
Response Status	Viewed		
Status Date	06/01/2020		

UNIFORMS INCORPORATED

Address	1489 PRUDENTIAL DRIVE DALLAS, TX 75235	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) steve@uniformsinc.com

Uniforms Manufacturing, Inc

Address	7575 E. Redfield ave Scottsdale, AZ 85260	Participation Type:	Active Supplier
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Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) Larry@UMIdirect.com

Unity Education Resources (MyOfficeProducts, LLC)

Address	22 Century Blvd Nashville, TN 37214	Participation Type:	Active Supplier
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Classifications TIP (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) ken.ash@unityeducate.com silvano.esparza@unityeducate.com

Unlimited Print (Mayer Enterprises)

Address	5522 Mitchelldale Houston, TX 77092	Participation Type:	Active Supplier
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Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) louis@unlimitedprint.com

Urban Harvest, Inc.

Address	3302 Canal Street Houston, TX 77003	Participation Type:	Active Supplier
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Response Status Viewed
Status Date 06/23/2020

USG Staffing LLC

Address	7601 FM 1960 E # 130 Humble, TX 77396	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) msmith@usgstaffing.com
Response Status Viewed
Status Date 06/25/2020

USI Education and Government Sales (New Precision Technology, LLC)

Address	98 Fort Path Rd Madison, CT 06443	Participation Type:	Active Supplier
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Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) agianacoplos@usi-corp.com

Uturn Concepts Inc

Address	1501 Shady Villa Fern Houston, TX 77055	Participation Type:	Active Supplier
Classifications	MBE,SBE (Primary),HUB,WBE		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	ayoka_o@uturnconcepts.com		

V R Promotions LLC

Address	7920 Camp Bowie West Blvd Fort Worth, TX 76116	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	vpatel@vrtexaspromotions.com		

V3MAIN TECHNOLOGIES

Address	3215 Brinmont Place Lane Katy, TX 77494	Participation Type:	Active Supplier
Response Status	Viewed		
Status Date	06/04/2020		

Valley Trophies, LLC

Address	529 S. Texas Blvd. Weslaco, TX 78596	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	travis@valleytrophiesweslaco.com		

Varsity Brands Holding Co., Inc. (Varsity Spirit Fashions)

Address	6745 Lenox Center Ct., Ste. 300 Memphis, TN 38115	Participation Type:	Active Supplier
Classifications	TAS (Primary),TCP		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	elowe@varsitybrands.com oebids@varsity.com		

Varsity Impact (Varsity Brands Holding Co., Inc.)

Address	6745 Lenox Center Ct., Ste. 300 Memphis, TN 38115	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	kdrhodes@varsitybrands.com		

Varsity Spirit Fashion

Address	6745 Lenox Center Ct., Ste. 300 Memphis, TN 38115	Participation Type:	Active Supplier
Classifications	TAS (Primary)		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	oebids@varsity.com		
Response Status	Viewed		
Status Date	06/22/2020		

VCI Group Inc.

Address 3773 Richmond Ave
Houston, TX 77046 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) chumphrey@vcigroup.com

VECOPRESS (AUTOMEDLAND)

Address 1200 Blalock Rd
Houston, TX 77055 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) isosa@vecopress.net

Vestige International

Address 10201 Buffalo Spwy.
Houston, TX 77054 Participation Type: Active Supplier

Classifications MBE,SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) tredell@vestigeinternational.com

Virginia

Address 101 N 14th St
Richmond, VA 23219 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Manual
Invitation Email(s)

Virtuous Star, Inc

Address P.O. BOX 841726
Pearland, TX 77584 Participation Type: Active Supplier

Classifications MBE,WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) pturner@youarevstar.org

Visiontron Corp.

Address 720 Old Willets Path
Hauppauge, NY 11788 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) donnag@visiontron.com kristic@visiontron.com

VS Athletics

Address 3474 Emprse Dr ste. 120
San Luis Obispo, CA 93401 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) Carl@vsathletics.com

VSA, Inc			
Address	6929 Seward Ave Lincoln, NE 68507	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	marty@vsa1.com		
Waldorf Publishing LLC			
Address	2140 Hall Johnson Rd Grapevine, TX 76051	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
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	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	june@walkthewalkpromotions.com		
Walker's Empire Services			
Address	7130 SIENA VISTA DR houston, TX 77083	Participation Type:	Active Supplier
Classifications	MBE,SBE (Primary),WBE		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	dmcghee2@yahoo.com		
Walls Printing (KPW Enterprises)			
Address	9171 King Arthur Drive Dallas, TX 75247	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	lisa@wallsprinting.com		
Washington			
Address	P.O. Box 41160 Olympia, WA 98504	Participation Type:	Active Supplier
Invitation Date	05/29/2020		
Invitation Type	Manual		
Invitation Email(s)			
Waterbottles.com (Wb Promos, LLC)			
Address	1242 E. Edna Pl Covina, CA 91724	Participation Type:	Active Supplier
Classifications	MBE (Primary)		
Invitation Date	05/29/2020		
Invitation Type	Automatic		
Invitation Email(s)	wzhai@waterbottles.com		

We Brand It Promotions

Address 1112 Austin St.
Hempstead, TX 77455 Participation Type: Active Supplier

Classifications MBE (Primary),SBE,HUB,WBE

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) office@webranditpromos.com
Response Status Unsubmitted
Status Date 06/16/2020

We Help Two

Address 1903 Centenary Dr
Longview, TX 75601 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) trevor@wehelptwo.com

Wendy Perry Coparenting Education (www.wendyperry.com)

Address 6028 Sundown Drive
Watauga, TX 76148 Participation Type: Active Supplier

Classifications WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) wendyperryconsulting@gmail.com

West Road Teacher Supply (Distribuidora Alfa y Omega Inc.)

Address 10266 North Freeway
Houston, TX 77037 Participation Type: Active Supplier

Classifications MBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) NRTAMEZ@aol.com

West Virginia

Address 1900 Kanawha Blvd
Charleston, WV 25305 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Manual
Invitation Email(s)

Western Lithograph

Address Tricia Londos
Houston, TX 77092 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) jrees@westernlithograph.com

Whitener Enterprises, Inc

Address 1296 FM 3083
Conroe, TX 77301 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) beth@whient.com bryan@whient.com wwatts4@aol.com

Wild Magnolia Landscaping LLC

Address PO BOX 2346
Crosby, TX 77532

Participation Type: Active Supplier

Response Status Viewed
Status Date 06/04/2020

Wisconsin

Address P.O. Box 7864
Madison, WI 53707

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Manual
Invitation Email(s)

Woodlands Trophies & Awards

Address 9079 Rocky Ridge Dr.
Conroe, TX 77302

Participation Type: Active Supplier

Classifications HUB (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) shop@woodlandstrophies.com
Response Status Unsubmitted
Status Date 06/03/2020

World Of Promotions

Address 1310 Louis Ave
ELK Grove Village, IL 60007

Participation Type: Active Supplier

Classifications WBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) rosenfeldlayla@yahoo.com
Response Status Viewed
Status Date 06/12/2020

worldwide specialty advertising

Address 7999 Western Hills Blvd
Ft Worth, TX 76108

Participation Type: Active Supplier

Classifications MBE,HUB (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) les@wsapromos.com
Response Status Viewed
Status Date 06/12/2020

www.signarama-katyfulshear.com

Address 25311 Kingsland Blvd #180
Katy, TX 77494

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) lashambra@signarama-katyfulshear.com

www.spiritsupply.com

Address 1111 W. Carrier Pkwy
Grand Prairie, TX 75050

Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) info@spiritsupply.com
Response Status Unsubmitted
Status Date 06/17/2020

xtremetees embroidery and printing

Address 600 N Veterans Blvd suite D San Juan, TX 78589 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) xtremetees18@gmail.com

Xyple LLC

Address 2601 La Frontera Blvd Round Rock, TX 78681 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) tokonkwor@xyple.com

Yofi Cosmetics

Address 1935 West Wayzata Blvd #125 Long Lake, MN 55356 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) kari@yoficosmetics.com

Youtopian Uniforms

Address 6455 Argyle Forest Blvd Jacksonville, FL 32244 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) service@youtopian.biz

Zion Redemption

Address 5530 Ridgeway A350 Houston, TX 77053 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) godsfavgirls@gmail.com

Z-Man Direct Inc.

Address 8602 Mile Run Rd. Humble, TX 77346 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) dan@zmandirect.com

ZNA DESIGN (ZNA GROUP LLC)

Address 25600 Westheimer Pkwy Katy, TX 77494 Participation Type: Active Supplier

Invitation Date 05/29/2020
Invitation Type Automatic
Invitation Email(s) allen@znadesign.com

Zone Swimwear (Zone International)

Address	1660 International Drive, Suite 600 McLean, VA 22102	Participation Type:	Active Supplier
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Invitation Date	05/29/2020
Invitation Type	Automatic
Invitation Email(s)	jwingo@zoneswimwear.com

Bid Activity Detail**1st advertisement**

Activity Date	5/29/2020
Description	

2nd advertisement

Activity Date	6/1/2020
Description	

Pre-Proposal Meeting

Activity Date	6/10/2020 10:00:00 AM (CT)
Description	Nonmandatory Preproposal Meeting Join Zoom Meeting https://zoom.us/j/97381977164?pwd=UG1COVM4SUJCS3psaCt6VFpQTjZ3QT09 Meeting ID: 973 8197 7164 Password: 211258 One tap mobile +13462487799,,97381977164#,,1#,211258# US (Houston) +12532158782,,97381977164#,,1#,211258# US (Tacoma) Dial by your location +1 346 248 7799 US (Houston) +1 253 215 8782 US (Tacoma) +1 669 900 6833 US (San Jose) +1 312 626 6799 US (Chicago) +1 929 205 6099 US (New York) +1 301 715 8592 US (Germantown) Meeting ID: 973 8197 7164 Password: 211258 Find your local number: https://zoom.us/j/97381977164?pwd=UG1COVM4SUJCS3psaCt6VFpQTjZ3QT09

Proposals Due

Activity Date	6/29/2020 02:00:00 PM (CT)
Description	

Award Date (Anticipated)

Activity Date	8/19/2020
Description	

Regular Board Meeting**6.E.2.****Meeting Date:** August 19, 2020**Title:** Contract Award for 20/048TP Emergency Feeding RFP**Submitted For:** Jeff Drury, Choice Partners**Submitted By:** Laura Sprehe**Recommended Action:** Approve**HCDE Goal(s):** 4. Provide cost savings by leveraging tax dollars**Additional Resource Personnel:** Trisha Prestigiacomo, Jeff Drury, Richard Vela, Yaritza Roman, Bill Monroe and Dr. Jesus Amezcua**Facilities/Technology Approval Needed?:** None

Information**Posted Agenda Item:**

Consider Approval of the Contract Award for job no. 20/048TP for Emergency Feeding with the following vendors: Albie's Foods Products, LLC (AFP Holding, LLC) (# 20/048TP-01) ; Alpha Foods Co. (# 20/048TP-02) ; Asian Food Solutions (Chinese Food Solutions, Inc) (# 20/048TP-03) ; Bake Crafters Food Company (# 20/048TP-04) ; Cebev LLC/Juice Bowl (# 20/048TP-05); Chef's Corner Foods (Omnibus Trading Corp) (# 20/048TP-06) ; ConAgra Foods, Inc. (# 20/048TP-07) ; Devin Distributing and Packaging (# 20/048TP-08) ; Fat Cat Bakery (# 20/048TP-09) ; Gordon Food Service, Inc. (# 20/048TP-10); Gulf Coast Paper Co Inc (# 20/048TP-11); Hadley Farms Bakery (# 20/048TP-12) ; Heart of Texas Biscuits (Heart of Texas Biscuits Inc.) (# 20/048TP-13) ; Integrated Food Service (Let's Do Lunch, Inc) (# 20/048TP-14); JTM Food Group (J.T.M. Provision's Company, Inc) (# 20/048TP-15) ; Labatt Food Service (# 20/048TP-16); M.C.I. Foods/Los Cabos Mexican Foods (M.C.I. Foods, Inc.) (# 20/048TP-17) ; ModernMD LLC (# 20/048TP-18) ; Out of the Shell DBA Yangs 5th Taste (# 20/048TP-19); Revolution Foods, Inc. (# 20/048TP-20); Rich Chicks, LLC (# 20/048TP-21); S.A. Piazza & Associates, LLC (# 20/048TP-22) ; Schreiber Foods International (# 20/048TP-23) ; Schwan's Food Service, Inc. (# 20/048TP-24) ; SoloFresco Brands (# 20/048TP-25) ; Tasty Brands (# 20/048TP-26); The Father's Table (# 20/048TP-27); Tyson Prepared Foods, Inc. (# 20/048TP-28); Uno Foods, Inc. (# 20/048TP-29) for the period 08/19/2020 through 08/18/2021.

Subject:

Choice Partners; Contract Award; Foodservice Contract; Revenue Generating

Rationale:

The process enacted was Request for Proposal (RFP) to acquire proposals from vendors to provide Emergency Feeding supplies to HCDE/Choice Partners members.

Four hundred three invitations (403) were extended for proposals. Forty-one (41) responses were received from vendors. Each response was reviewed for compliance with the requirements of RFP no. 20/048TP. All responses that met the criteria and requirements of the RFP were evaluated and scored. One (1) vendor was determined to be non-responsive, eleven (11) were non-awarded, and twenty-nine (29) 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 08/19/2020 to 08/18/2021 to the vendors stated above in Posted Agenda Item. Contract no. 20/048TP has the option for up to three (3) annual renewals. Anticipated revenue from contract no. 20/048TP will be an administrative fee of one percent (1%). This contract is governed by Texas Education Code 44.031.

Fiscal Impact

Included in FY budget Y/N: Y

Included in current budget amendment Y/N: N

Attachments

Committee Recommendation

Evaluation Summary

20/048TP Participation List

Form Review

Inbox

Choice Partners

Purchasing Alternate

Purchasing

Assistant Superintendent - Business

Form Started By: Laura Sprehe

Final Approval Date: 08/02/2020

Reviewed By

Jeff Drury

Yaritza Roman

Bill Monroe

Jesus Amezcua

Date

07/27/2020 05:33 PM

07/30/2020 11:10 AM

07/31/2020 08:50 AM

08/02/2020

Started On: 07/13/2020 11:00 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

Uno Foods, Inc.
Harris County Department of Education
Harris County Department of Education

Laura Sprehe
Mary Causey
Ralph Wilkins

Job (Bid or RFP#) and Name: 20/048TP Emergency Feeding
Board Meeting Date: 8/19/2020
Date: 7/27/2020

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)

20/048TP Emergency Feeding

Choice Partners members will utilize this contract for Emergency Feeding

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	403	vendors
HCDE received	41	responses (see attached evaluation summary).

Recommendation:

HCDE is recommending with Choice Partners Cooperative for: Albie's Foods Products, LLC (AFP Holding, LLC) , Alpha Foods Co. , Asian Food Solutions (Chinese Food Solutions, Inc) , Bake Crafters Food Company , Cebev LLC/Juice Bowl , Chef's Corner Foods (Omnibus Trading Corp) , ConAgra Foods, Inc. , Devin Distributing an Packaging , Fat Cat Bakery , Gordon Food Service, Inc., Gulf Coast Paper Co Inc , Hadley Farms Bakery , Heart of Texas Biscuits (Heart of Texas Biscuits Inc.) , Integrated Food Service (Let's Do Lunch, Inc), JTM Food Group (J.T.M. Provision's Company, Inc) , Labatt Food Service, M.C.I. Foods/Los Cabos Mexican Foods (M.C.I. Foods, Inc.) , ModernMD LLC , Out of the Shell DBA Yangs 5th Taste , Revolution Foods, Inc. , Rich Chicks, LLC , S.A. Piazza & Associates, LLC , Schreiber Foods International , Schwan's Food Service, Inc. , SoloFresco Brands , Tasty Brands,The Father's Table, Tyson Prepared Foods, Inc. , Uno Foods, Inc.



**Harris County Department of Education
Choice Partners
Instructions to Recommendation Committee**

[This form is used to document due diligence by Recommendation Committee]

To:	Recommendation Committee
From Choice Partners - Contract Manager:	Trisha Prestigiacomo
Job (Bid or RFP) # and Name:	20/048TP Emergency Feeding
Board Meeting Date:	8/19/2020
Today's Date:	7/27/2020

Attached are the following materials for your review and possible recommendation to the Superintendent and the Board of Trustees:

Buyer Certification
Bid Tabulation
Copy of the Job (Bid or RFP) responses
Set of Specs will be available for your review

Your responsibility for review of this job (bid or RFP) is to make sure that HCDE receives the best value for the goods and services sought. Please review the attached job (bid or RFP) and certify that all of the procurement requirements have been met in accordance with local Board Policies and legal (federal and state) policies and administrative guidelines set by the Business Office and the Purchasing Division.

Please remember to adhere to section 44.032 of the Texas Education Code, "Enforcement of Purchase Procedures: Criminal Penalties; Removal; Ineligibility" which deal with the penalties related to component, separate, and sequential purchases. In addition, Board policy CH Local and Legal are required to be met as part of your contractual obligation with HCDE.

It should be noted that if a required document is not provided by the bidder, the Purchasing Division will not be able to make a recommendation and or issue a purchase order.

Please review the responses to the job (bid or RFP) and submit the following forms by the required deadline for the next available Board Meeting:

Signed Certification and Recommendation Form

If any technicalities or changes need to be made, these must be addressed in the recommendation and presented as such to the Superintendent and the Board of Trustees.

Agenda Item (Prepared by Buyer handling the job/bid or RFP)

Once, a recommendation is approved by the Board, the Purchasing Division will issue an award letter and request that any pending bonds or contracts be submitted within 5 days to the District.



Harris County Department of Education
Choice Partners
Effectiveness and Compliance Review Form

[This form is used to document due diligence by Recommendation Committee]

To: Purchasing Audit File and Jesus J. Amezcua, CPA,
Assistant Supt. for Business

From Contract Manager:

Trisha Prestigiacomo

Purchasing Dept:

Kendra Jackson, Assistant Director

Job- Bid or RFP# and Name:

20/048TP

Emergency Feeding

Board Meeting Date:

8/19/2020

Date:

7/27/2020

Procurement Requirements Available:

Check One

<input type="checkbox"/>	Under \$2,500 (Requires Division Director and Asst Supt. Approval)
<input type="checkbox"/>	From \$2,500 to \$50,000 (Requires Buyer, Purchasing Director/CFO Approval)
<input type="checkbox"/>	Over \$50,000 (per CH Local)
<input checked="" type="checkbox"/>	Cooperative Programs (Requires Board Approval)

I certify that I have reviewed the attached job (bid or RFP) and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with Local Board Policies (CH Local/Legal) and Legal (Federal and State) policies and administrative guidelines set by the Business Office and the Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this job (bid or RFP) to include policies on conflict of interest.

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases. I further certify that I recommend the issuance of a purchase order after Board approval and execution of a contract.

(Note: This form is required of all jobs (bids and RFPs) prepared by all buyers and Director)

Evaluation Criteria		Total Weighted Value		Albie's Foods Products, LLC (AFP Holding,	Alpha Foods Co.	Apfoodsales	Asian Food Solutions (Chinese Food Solutions,
Averages							
(1) Price Overall Cost of Program Pricing as determined by the proposal submitted Pricing may also be based upon usage and coverage		40		34.00	32.67	NR	29.33
(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		19.33	19.33	NR	19.33
products/services meet HCDE and HCDE members' needs: Project Management Infrastructure Solutions Quality of Vendor's Products/Service Demonstrated Ability to Perform		25		21.67	24.33	NR	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	NR	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		4.00	4.33	NR	4.67
(6) For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor's ultimate parent company or		0		0.00	0.00	NR	0.00
(7) Vendor's past relationship with HCDE/CP		5		4.33	5.00	NR	4.67
(8) Marketing Plan		5		5.00	5.00	NR	5.00
Total		100		88.33	90.67	NR	86.67
Evaluation committee for this RFP: Laura Sprehe Mary Causey Ralph Wilkins		Invitations sent to 403 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> 20/048TP -01 Albie's Foods Products, LLC (AFP Holding, LLC) 20/048TP -02 Alpha Foods Co. 20/048TP -03 Asian Food Solutions (Chinese Food Solutions, Inc)					
Non-Responsive	1						
Non-Awarded	11						
Award Threshold of 80 (raised from 70 due to high response rate and vendor quality needs)	29						
Total Responses	41						

		Bake Crafters Food Company	Barfresh, Inc	Buena Vista Foods (Sterling Foods)	Cebev LLC/Juice Bowl	Chef's Corner Foods (Omnibus Trading	Cobal Food Services, LLC
Evaluation Criteria							
Averages							
(1) Price Overall Cost of Program Pricing as determined by the proposal submitted Pricing may also be based upon usage and coverage		30.33	28.33	27.33	31.67	32.00	31.33
(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		15.67	17.67	15.67	15.67	17.67	11.67
products/services meet HCDE and HCDE members' needs: Project Management Infrastructure Solutions Quality of Vendor's Products/Service Demonstrated Ability to Perform		21.67	21.00	22.33	23.33	22.00	18.00
(4) Impact on the ability of HCDE members to comply with laws and rules relating to HUB/MWBE/SBE/PDBE/DBE		0.00	0.00	0.00	0.00	0.00	0.00
(5) Whether Vendor's financial capability is appropriate to the size and scope of the pr oject and the total long-term cost to HCDE and HCDE members to acquire the products/service		5.00	4.00	4.67	4.33	4.67	4.67
(6) For a contract for good s 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		0.00	0.00	0.00	0.00	0.00	0.00
(7) Vendor's past relationship with HCDE/CP		3.33	2.33	5.00	4.33	5.00	0.33
(8) Marketing Plan		4.67	5.00	3.67	3.67	5.00	4.67
Total		80.67	78.33	78.67	83.00	86.33	70.67
Evaluation committee for this RFP: Laura Sprehe Mary Causey Ralph Wilkins		Invitations sent to 403 prospective bidders Contracts are in accordance with TEC 44.031 It is recommended that the following awards of annual contracts: ContractVendor 20/048TP -04Bake Crafters Food Company 20/048TP -05Cebev LLC/Juice Bowl 20/048TP -06Chef's Corner Foods (Omnibus Trading Corp)					
Non-Responsive	1						
Non-Awarded	11						
Award Threshold of 80 (raised from 70 due to high response rate and vendor quality needs)	29						
Total Responses	41						

		ConAgra Foods, Inc.	Devin Distributing and Packaging	Fat Cat Bakery	Gilman Cheese Corporation	Gordon Food Service, Inc.	Gulf Coast Paper Co Inc
Evaluation Criteria							
Averages							
(1) Price Overall Cost of Program Pricing as determined by the proposal submitted Pricing may also be based upon usage and coverage		33.33	34.67	31.67	32.33	36.33	36.67
(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		16.33	14.00	16.67	8.33	17.67	15.00
products/services meet HCDE and HCDE members' needs: Project Management Infrastructure Solutions Quality of Vendor's Products/Service Demonstrated Ability to Perform		23.33	20.00	23.00	19.33	15.00	24.00
(4) Impact on the ability of HCDE members to comply with laws and rules relating to HUB/MWBE/SBE/PDBE/DBE		0.00	0.00	0.00	0.00	0.00	0.00
(5) Whether Vendor's financial capability is appropriate to the size and scope of the pr oject and the total long-term cost to HCDE and HCDE members to acquire the products/service		5.00	4.33	4.33	4.67	4.67	5.00
(6) For a contract for good s 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		0.00	0.00	0.00	0.00	0.00	0.00
(7) Vendor's past relationship with HCDE/CP		5.00	5.00	4.33	2.00	5.00	5.00
(8) Marketing Plan		5.00	2.00	3.67	3.00	5.00	2.00
Total		88.00	80.00	83.67	69.67	83.67	87.67
Evaluation committee for this RFP: Laura Sprehe Mary Causey Ralph Wilkins		Invitations sent to 403 prospective bidders Contracts are in accordance with TEC 44.031 It is recommended that the following awards of annual contracts: ContractVendor 20/048TP -07ConAgra Foods, Inc. 20/048TP -08Devin Distributing an Packaging 20/048TP -09Fat Cat Bakery 20/048TP -10Gordon Food Service, Inc. 20/048TP -11Gulf Coast Paper Co Inc					
Non-Responsive	1						
Non-Awarded	11						
Award Threshold of 80 (raised from 70 due to high response rate and vendor quality needs)	29						
Total Responses	41						

		Hadley Farms Bakery	Heart of Texas Biscuits (Heart of Texas	Integrated Food Service (Let's Do Lunch, Inc)	Jake's Finer Foods	JTM Food Group (J.T.M. Provision's Company,	Labatt Food Service												
Evaluation Criteria																			
Averages																			
(1) Price Overall Cost of Program Pricing as determined by the proposal submitted Pricing may also be based upon usage and coverage		31.33	33.33	33.67	32.33	32.00	35.67												
(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		19.33	18.00	17.67	10.00	15.00	18.33												
products/services meet HCDE and HCDE members' needs: Project Management Infrastructure Solutions Quality of Vendor's Products/Service Demonstrated Ability to Perform		22.67	22.67	24.33	23.33	22.00	19.00												
(4) Impact on the ability of HCDE members to comply with laws and rules relating to HUB/MWBE/SBE/PDBE/DBE		0.00	0.00	0.00	0.00	0.00	0.00												
(5) Whether Vendor's financial capability is appropriate to the size and scope of the pr oject and the total long-term cost to HCDE and HCDE members to acquire the products/service		4.00	4.67	5.00	4.33	5.00	5.00												
(6) For a contract for good s 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		0.00	0.00	0.00	0.00	0.00	0.00												
(7) Vendor's past relationship with HCDE/CP		4.33	4.33	5.00	5.00	5.00	5.00												
(8) Marketing Plan		5.00	4.67	5.00	4.00	5.00	5.00												
Total		86.67	87.67	90.67	79.00	84.00	88.00												
Evaluation committee for this RFP: Laura Sprehe Mary Causey Ralph Wilkins		Invitations sent to 403 prospective bidders Contracts are in accordance with TEC 44.031 It is recommended that the following awards of annual contracts: <table><tr><td>Contract</td><td>Vendor</td></tr><tr><td>20/048TP 12</td><td>Hadley Farms Bakery</td></tr><tr><td>20/048TP 13</td><td>Heart of Texas Biscuits (Heart of Texas Biscuits Inc.)</td></tr><tr><td>20/048TP 14</td><td>Integrated Food Service (Let's Do Lunch, Inc)</td></tr><tr><td>20/048TP 15</td><td>JTM Food Group (J.T.M. Provision's Company, Inc)</td></tr><tr><td>20/048TP 16</td><td>Labatt Food Service</td></tr></table>						Contract	Vendor	20/048TP 12	Hadley Farms Bakery	20/048TP 13	Heart of Texas Biscuits (Heart of Texas Biscuits Inc.)	20/048TP 14	Integrated Food Service (Let's Do Lunch, Inc)	20/048TP 15	JTM Food Group (J.T.M. Provision's Company, Inc)	20/048TP 16	Labatt Food Service
Contract	Vendor																		
20/048TP 12	Hadley Farms Bakery																		
20/048TP 13	Heart of Texas Biscuits (Heart of Texas Biscuits Inc.)																		
20/048TP 14	Integrated Food Service (Let's Do Lunch, Inc)																		
20/048TP 15	JTM Food Group (J.T.M. Provision's Company, Inc)																		
20/048TP 16	Labatt Food Service																		
Non-Responsive	1																		
Non-Awarded	11																		
Award Threshold of 80 (raised from 70 due to high response rate and vendor quality needs)	29																		
Total Responses	41																		

		M.C.I. Foods/Los Cabos Mexican Foods	Marson Foods	Masters Distribution (The Masters Distribution Systems	ModernMD LLC	Muffin Town (JSB Industries, Inc.)	Out of the Shell DBA Yangs 5th Taste								
Evaluation Criteria															
Averages															
(1) Price Overall Cost of Program Pricing as determined by the proposal submitted Pricing may also be based upon usage and coverage		31.33	30.33	28.67	32.00	29.00	27.67								
(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		11.67	6.67	14.00	19.67	14.00	17.67								
products/services meet HCDE and HCDE members' needs: Project Management Infrastructure Solutions Quality of Vendor's Products/Service Demonstrated Ability to Perform		22.33	20.67	23.33	24.00	21.00	21.33								
(4) Impact on the ability of HCDE members to comply with laws and rules relating to HUB/MWBE/SBE/PDBE/DBE		0.00	0.00	0.00	0.00	0.00	0.00								
(5) Whether Vendor's financial capability is appropriate to the size and scope of the pr oject and the total long-term cost to HCDE and HCDE members to acquire the products/service		4.67	4.00	4.67	4.33	4.67	4.33								
(6) For a contract for good s 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		0.00	0.00	0.00	0.00	0.00	0.00								
(7) Vendor's past relationship with HCDE/CP		5.00	3.67	5.00	2.00	5.00	5.00								
(8) Marketing Plan		5.00	4.00	2.67	3.33	5.00	4.67								
Total		80.00	69.33	78.33	85.33	78.67	80.67								
Evaluation committee for this RFP: Laura Sprehe Mary Causey Ralph Wilkins		Invitations sent to 403 prospective bidders Contracts are in accordance with TEC 44.031 It is recommended that the following awards of annual contracts: <table><tr><td>Contract</td><td>Vendor</td></tr><tr><td>20/048TP 17</td><td>M.C.I. Foods/Los Cabos Mexican Foods (M.C.I. Foods</td></tr><tr><td>20/048TP 18</td><td>ModernMD LLC</td></tr><tr><td>20/048TP 19</td><td>Out of the Shell DBA Yangs 5th Taste</td></tr></table>						Contract	Vendor	20/048TP 17	M.C.I. Foods/Los Cabos Mexican Foods (M.C.I. Foods	20/048TP 18	ModernMD LLC	20/048TP 19	Out of the Shell DBA Yangs 5th Taste
Contract	Vendor														
20/048TP 17	M.C.I. Foods/Los Cabos Mexican Foods (M.C.I. Foods														
20/048TP 18	ModernMD LLC														
20/048TP 19	Out of the Shell DBA Yangs 5th Taste														
Non-Responsive	1														
Non-Awarded	11														
Award Threshold of 80 (raised from 70 due to high response rate and vendor quality needs)	29														
Total Responses	41														

		Revolution Foods, Inc.	Rich Chicks, LLC	S.A. Piazza & Associates, LLC	Savory Life, LLC	SCHREIBER FOODS INTERNATIONAL	Schwan's Food Service, Inc.												
Evaluation Criteria																			
Averages																			
(1) Price Overall Cost of Program Pricing as determined by the proposal submitted Pricing may also be based upon usage and coverage		33.33	28.33	34.00	29.67	33.00	34.33												
(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		18.00	15.67	10.67	14.00	16.67	16.67												
products/services meet HCDE and HCDE members' needs: Project Management Infrastructure Solutions Quality of Vendor's Products/Service Demonstrated Ability to Perform		23.33	23.33	21.67	20.67	21.67	24.33												
(4) Impact on the ability of HCDE members to comply with laws and rules relating to HUB/MWBE/SBE/PDBE/DBE		0.00	0.00	0.00	0.00	0.00	0.00												
(5) Whether Vendor's financial capability is appropriate to the size and scope of the pr oject and the total long-term cost to HCDE and HCDE members to acquire the products/service		4.67	4.00	4.67	4.33	5.00	5.00												
(6) For a contract for good s 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		0.00	0.00	0.00	0.00	0.00	0.00												
(7) Vendor's past relationship with HCDE/CP		4.33	5.00	5.00	0.33	4.33	5.00												
(8) Marketing Plan		5.00	4.67	4.33	4.33	3.67	4.67												
Total		88.67	81.00	80.33	73.33	84.33	90.00												
Evaluation committee for this RFP: Laura Sprehe Mary Causey Ralph Wilkins		Invitations sent to 403 prospective bidders Contracts are in accordance with TEC 44.031 It is recommended that the following awards of annual contracts: <table><tr><td>Contract</td><td>Vendor</td></tr><tr><td>20/048TP 20</td><td>Revolution Foods, Inc.</td></tr><tr><td>20/048TP 21</td><td>Rich Chicks, LLC</td></tr><tr><td>20/048TP 22</td><td>S.A. Piazza & Associates, LLC</td></tr><tr><td>20/048TP 23</td><td>SCHREIBER FOODS INTERNATIONAL</td></tr><tr><td>20/048TP 24</td><td>Schwan's Food Service, Inc.</td></tr></table>						Contract	Vendor	20/048TP 20	Revolution Foods, Inc.	20/048TP 21	Rich Chicks, LLC	20/048TP 22	S.A. Piazza & Associates, LLC	20/048TP 23	SCHREIBER FOODS INTERNATIONAL	20/048TP 24	Schwan's Food Service, Inc.
Contract	Vendor																		
20/048TP 20	Revolution Foods, Inc.																		
20/048TP 21	Rich Chicks, LLC																		
20/048TP 22	S.A. Piazza & Associates, LLC																		
20/048TP 23	SCHREIBER FOODS INTERNATIONAL																		
20/048TP 24	Schwan's Food Service, Inc.																		
Non-Responsive	1																		
Non-Awarded	11																		
Award Threshold of 80 (raised from 70 due to high response rate and vendor quality needs)	29																		
Total Responses	41																		

		SoloFresco Brands	TABATCHNIC K FINE FOODS, INC.	Tasty Brands (Tasty Brands)	THE FATHERS TABLE	tools for schools (good source solutions)	Tyson Prepared Foods, Inc.	Uno Foods, Inc.
Evaluation Criteria								
Averages								
(1) Price Overall Cost of Program Pricing as determined by the proposal submitted Pricing may also be based upon usage and coverage		29.00	32.67	32.33	33.00	31.33	35.67	29.33
(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		17.33	8.33	17.00	19.33	14.33	15.67	14.67
products/services meet HCDE and HCDE members' needs: Project Management Infrastructure Solutions Quality of Vendor's Products/Service Demonstrated Ability to Perform		22.33	19.00	23.67	22.67	20.00	24.00	22.00
(4) Impact on the ability of HCDE members to comply with laws and rules relating to HUB/MWBE/SBE/PDBE/DBE		0.00	0.00	0.00	0.00	0.00	0.00	0.00
(5) Whether Vendor's financial capability is appropriate to the size and scope of the pr oject and the total long-term cost to HCDE and HCDE members to acquire the products/service		4.67	4.67	4.33	5.00	4.33	5.00	4.67
(6) For a contract for good s 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		0.00	0.00	0.00	0.00	0.00	0.00	0.00
(7) Vendor's past relationship with HCDE/CP		2.67	3.33	5.00	5.00	4.33	5.00	5.00
(8) Marketing Plan		5.00	5.00	5.00	5.00	4.67	5.00	4.67
Total		81.00	73.00	87.33	90.00	79.00	90.33	80.33
Evaluation committee for this RFP: Laura Sprehe Mary Causey Ralph Wilkins		Invitations sent to La Porte ISD Contracts are in accordance with TEC 44.031 It is recommended that the following awards of annual contracts: <u>Contract</u> 20/048TP 25 20/048TP 26 20/048TP 27 20/048TP 28 20/048TP 29					<u>Vendor</u> SoloFresco Brands Tasty Brands) (Tasty Brands) THE FATHERS TABLE Tyson Prepared Foods, Inc. Uno Foods, Inc.	
Non-Responsive	1							
Non-Awarded	11							
Award Threshold of 80 (raised from 70 due to high response rate and vendor quality needs)	29							
Total Responses	41							

Harris County Department of Education

Participation Detail as of 7/21/2020 08:34:36 AM (CT)

Bid Information

Bid Creator	Trisha Prestigiacomo
Email	tjensen@hcde-texas.org
Phone	713 (696) 0742
Fax	
Bid Number	20/048TP
Title	Emergency Feeding
Bid Type	Request for Proposal
Issue Date	6/19/2020 12:00 AM (CT)
Close Date	7/13/2020 02:00:03 PM (CT)

Participation Summary

Company Name	City, State	Invitation Date	Status	Status Date	Response Date
11791 (Tasty Brands) (Tasty Brands)	Syosset, NY	06/19/2020	Submitted	07/13/2020	07/13/2020
1st Choice Restaurant Equipment & Supply, LLC	San Antonio, TX	06/19/2020	Viewed	06/19/2020	
23 THRU ME LLC (23 THRU ME)	Houston, TX	06/19/2020			
365 Paving & Construction LLC	Mission, TX	06/19/2020			
3WIRE GROUP INC	OSSEO, MN	06/19/2020			
A.F. Import & Wholesale Co.	Houston, TX	06/19/2020			
A-1 Construction Services (A-1 Striping and Paving Company)	Houston, TX		Viewed	07/09/2020	
AAA Painting	Houston, TX	06/19/2020			
AAA Water Purification	Willis, TX	06/19/2020			
AAA Wholesale Company	South San Francisco, CA	06/19/2020			
ABC&S COMPANY (ROBERT L ROSS INC)	CORPUS CHRISTI, TX	06/19/2020			
Ace Mart Restaurant Supply Co	San Antonio, TX	06/19/2020	Viewed	06/22/2020	
Adams County Dairies (Richle Young Inc.)	Fort Worth, TX	06/19/2020	Viewed	06/19/2020	
ADJH Holdings (Pure Water Supply)	Dickinson, TX	06/19/2020			
Advance Pierre Foods	Blue Ash, OH	06/19/2020			
Advance Sales	Houston, TX	06/19/2020			
Advance Sales & Marketing	Dallas, TX	06/19/2020			
AdvancePierre Foods	Cincinnati, OH	06/19/2020			
Advantage office products	Houston, TX	06/19/2020			
Albie's Foods Products, LLC (AFP Holding, LLC)	Gaylord, MI	06/19/2020	Submitted	07/08/2020	07/08/2020
All American Poly	Piscataway, NJ	06/19/2020			
Alpha Foods Co.	Waller, TX	06/19/2020	Submitted	06/29/2020	06/29/2020
Alpine Water Systems (Alpine Water Systems, LLC)	Las Vegas, NV	06/19/2020			
Alsbaugh's Ace Hardware in The Woodlands, LLC	The Woodlands, TX	06/19/2020			
American Cook Systems (American Equipment Corporation)	Fort Wayne, IN	06/19/2020			
American Foods Group (Skylark Meats Brands Division)	Omaha, NE	06/19/2020			
American Pride Paper and Plastic	Lakewood, NJ	06/19/2020			
American Pride Seafoods LLC (American Seafoods International LLC)	New Bedford, MA	06/19/2020			
AmeriQual Group LLC	Evansville, IN	06/19/2020			
Aogo Tech Services	Richmond, TX	06/19/2020			
Apfoodsales	plano, TX		Submitted	07/09/2020	07/09/2020
Apple & Eve	Carneys Point, NJ	06/19/2020	Unsubmitted	06/19/2020	
Armstrong Repair Center, Inc.	Bellaire, TX		Viewed	06/30/2020	
ARTESIA SPRINGS LLC.,	San Antonio, TX	06/19/2020			
Asian Food Solutions (Chinese Food Solutions, Inc)	Oviedo, FL	06/19/2020	Submitted	07/07/2020	07/07/2020
A-Tex Restaurant Supply	San Angelo, TX	06/19/2020	Viewed	06/25/2020	
Awesome Events (Oliver Meili)	houston, TX	06/19/2020			
B2BDistribut, Inc.	Austin, TX	06/19/2020			
Bake Crafters Food Company	Collegedale, TN	06/19/2020	Submitted	07/13/2020	07/13/2020

Barfresh, Inc	Los Angeles, CA	06/19/2020	Submitted	07/13/2020	07/13/2020
Basic American Foods	Walnut Creek, CA	06/19/2020			
Bearing Fruit Early Childhood Training	HOUSTON, TX	06/19/2020			
Ben E Keith Foods (Ben E Keith Company)	Fort Worth, TX	06/19/2020	No Bid	06/19/2020	06/24/2020
BenchMark Facility Solutions, LLC	Dallas, TX	06/19/2020			
Berk Enterprises	Warren, OH	06/19/2020			
Best Express Foods	Cincinnati, OH	06/19/2020			
BHS Foodservice Solutions, LLC	Amherst, NY	06/19/2020			
Bimbo Bakeries USA, Inc.	Horsham, PA	06/19/2020	Viewed	06/22/2020	
Bioplanet Corp	Katy, TX	06/19/2020			
Blencor LLC	Sealy, TX	06/19/2020			
BlueBonnet DSD Irving Inc.	Irving, TX	06/19/2020			
BMHR - Better Man HR LLC	SAN ANTONIO, TX	06/19/2020			
Bongard's Premium Cheese (Bongards' Creameries)	CHANHASSEN, MN	06/19/2020	Unsubmitted	06/19/2020	
Borden Dairy Company	Houston, TX	06/19/2020	No Bid	06/19/2020	06/25/2020
Boys & Girls Clubs of Greater Houston	Houston, TX	06/19/2020			
BRAUN BEEF CO. INC	SAN ANTONIO, TX	06/19/2020			
BRENNHAM RESTAURANT SUPPLY (CERTIFIED DISTRIBUTORS, INC.)	HOUSTON, TX	06/19/2020			
Briar Patch	Houston, TX	06/19/2020	Viewed	07/01/2020	
Bridge Point Integrated Services	Houston, TX	06/19/2020			
BRIGHTER FUTURE, INC.	Houston, TX	06/19/2020	Viewed	06/24/2020	
Brookwood Farms Inc	Siler City, NC	06/19/2020	No Bid	06/22/2020	06/22/2020
Brothers Produce	Freindswood, TX	06/19/2020	Viewed	06/23/2020	
Brothers Produce of Dallas Inc.	Garland, TX	06/19/2020	Viewed	06/22/2020	
BTE Giftware Store (BTE Import-Export)	San Antonio, TX	06/19/2020			
BUDGET RESTAURANT SUPPLY (TAI HING CORPORATION)	Houston, TX	06/19/2020	No Bid	06/19/2020	06/19/2020
Buena Vista Foods (Sterling Foods)	Azusa, CA	06/19/2020	Submitted	07/13/2020	07/13/2020
Burkett Business	Liberty Hill, TX	06/19/2020			
Butler Business Products, LLC	Houston, TX	06/19/2020			
Butterball (Butterball, LLC)	Garner, NC	06/19/2020	No Bid	06/19/2020	06/22/2020
c2mtech (c2mtech marketing)	Carrollton, TX	06/19/2020	Viewed	07/13/2020	
Cafe Favorites (W.A. Kretch Co., LLC)	Lakeland, FL	06/19/2020			
Caldarella's Restaurant Supply (Caldarella's Inc)	El Paso, TX	06/19/2020			
Calico Packaging, LLC	Laurel, MD	06/19/2020	Viewed	06/22/2020	
Cal-Tex Citrus Juice, LP	Houston, TX	06/19/2020			
camposdistributing Llc	tomball, TX	06/19/2020			
Cargill Kitchen Solutions	Monticello, MN	06/19/2020	No Bid	06/25/2020	06/26/2020
Cargill Meat Solutions	Wichita, KS	06/19/2020	Viewed	06/19/2020	
Cargill Meat Solutions Corporation	Wichita, KS	06/19/2020			
Cavendish Farms Inc.	Jamestown, ND	06/19/2020	No Bid	06/19/2020	06/19/2020
CC Distributors, Inc.	Corpus Christi, TX	06/19/2020			
Cebev LLC/Juice Bowl	Boca Raton, FL	06/19/2020	Submitted	07/11/2020	07/11/2020
Cedisus, LLC	Evansville, IN	06/19/2020			
ChampSelect (ChampSelect LLC)	Katy, TX	06/19/2020			
Chef B Services (Boycott Ranch Dressing, LLC)	The Woodlands, TX	06/19/2020	Viewed	06/19/2020	
Chef's Corner Foods (Omnibus Trading Corp)	Grapevine, TX	06/19/2020	Submitted	07/13/2020	07/13/2020
chefs produce company (anyway you slice it,inc.)	houston, TX	06/19/2020	Viewed	06/19/2020	
Chembrite Facility Solutions817	Oklahoma City, OK	06/19/2020			
Child Care Associates	FORT WORTH, TX	06/19/2020			
CHURCHFIELD TRADING CO	SANTA YNEZ, CA	06/19/2020	Viewed	07/06/2020	
Cibus Brokerage	Addison, TX	06/19/2020	Viewed	06/19/2020	
CINPAK INC.	SAN ANTONIO, TX	06/19/2020			
Cisneros Packing Co., Inc.	Raymondville, TX	06/19/2020			
Citadel Enterprises Inc	San Jose, CA	06/19/2020			
Clark Food Service Equipment (Clark Associates Inc)	Lancaster, PA	06/19/2020			
Cobal Food Services, LLC	Buda, TX		Submitted	07/13/2020	07/13/2020
Coca-Cola Refreshments	Dallas, TX	06/19/2020			
Coker Service of Houston, Inc	Humble, TX	06/19/2020			
Comida Vida, Inc.	Fairmont, MN	06/19/2020			
ConAgra Foods, Inc.	Troy, OH	06/19/2020	Submitted	07/10/2020	07/10/2020
Cool Bev. (Cool Beverages of Texas Inc.)	Houston, TX	06/19/2020			
Culinary Standards (RSW Distributors, LLC)	Louisville, KY	06/19/2020			
Curtis 1000	Duluth, GA	06/19/2020			

Danmart, Inc	Houston, TX	06/19/2020			
Darlington (Darlington Cookie Company)	Noblesville, IN	06/19/2020	Viewed	06/19/2020	
dave's baking company (Bake R US inc)	santa monica, CA	06/19/2020			
Daxwell	HOUSTON, TX	06/19/2020	Viewed	06/19/2020	
Daymark Safety Systems	Bowling Green, OH	06/19/2020			
Del Monte Foods, Inc.	Walnut Creek, CA	06/19/2020			
Dem Dang Doggs, LLC	Houston, TX	06/19/2020			
Denver Equipment Co. of Charlotte	Charlotte, NC	06/19/2020	Viewed	06/19/2020	
Descon Signage Solutions (Young & Kenady Inc.)	Brownsburg, IN	06/19/2020			
Devin Distributing an Packaging	Palmhurst, TX	06/19/2020	Submitted	07/13/2020	07/13/2020
DFMi (D&F Marketing Inc.)	Tucker, GA	06/19/2020			
Diamond Crystal Brands, Inc.	Savannah, GA	06/19/2020	Viewed	06/19/2020	
DiMare Fresh, Inc.	Fort Worth, TX	06/19/2020	Viewed	06/22/2020	
Disaster Recovery Services, LLC	Houston, TX		Viewed	06/22/2020	
Diversified Foodservice Mfg. - DFM (D&F Marketing Inc)	Tucker, GA	06/19/2020			
Domino's Pizza (MAC Pizza Management, Inc.)	College Station, TX	06/19/2020	Viewed	06/22/2020	
Dominos, LLC	Ann Arbor, MI	06/19/2020	Viewed	06/22/2020	
Double B Foods	Arlington, TX	06/19/2020			
Double 'D' International Food Co., Inc.	Bedford, TX	06/19/2020			
Douglas Equipment (Douglas Food Stores Inc)	Bluefield, WV	06/19/2020			
Dr Pepper Bottling Company of Texas (Dr Pepper Snapple Group)	Plano, TX	06/19/2020			
Dr. Clean Ice Machines	Katy, TX	06/19/2020			
Dream Catcher Learning Academy	Humble, TX	06/19/2020			
Dutchboy Food Systems, Inc	Knoxville, TN	06/19/2020			
Dynamic Foods	Lubbock, TX	06/19/2020			
East Pointe Holdings, Inc.	Longview, TX	06/19/2020	Viewed	06/22/2020	
EDS Tech	Houston, TX		Viewed	07/01/2020	
Efficient Consultants	Los Angeles, CA	06/19/2020			
Ekon-O-Pac	Gallatin, TN	06/19/2020			
El Campo Refrigeration & Restaurant Supply, Inc	El Campo, TX	06/19/2020			
Elements Food Group Inc.	Montclair, CA	06/19/2020			
Elite Coffee Cafe (Suite Developments LLC)	Houston, TX	06/19/2020			
ELP Enterprises, Inc	Houston, TX	06/19/2020			
ENTERPRISE AIR CONDITIONING & REFRIGERATION (MARYANN QUIROZ)	MERCEDES, TX	06/19/2020			
Epic Harvest (Epic Harvests LLC)	Jacksonville, FL	06/19/2020			
ES Foods/East Side Entrees	Woodbury, NY	06/19/2020	Unsubmitted	07/13/2020	
FamilyPoint Resources	Houston, TX	06/19/2020			
Fastenal Company	Winona, MN	06/19/2020			
Fat Cat Bakery	Sacramento, CA		Submitted	07/13/2020	07/13/2020
Filta Environmental Kitchen Solutions (Tom Schwenke, inc.)	Magnolia, TX	06/19/2020			
Fire Safe Protection Services, LP	Houston, TX		Viewed	07/06/2020	
First Choice Foods	Fort Worth, TX	06/19/2020	Viewed	06/22/2020	
First Place Foods, LLC	Garland, TX	06/19/2020			
Fit Foodz, Inc.	Atlanta, GA	06/19/2020			
Flowers Baking Company of Houston, LLC	Thomasville, GA	06/19/2020			
FMSG (Facilities Management Services Group)	St. Louis, MO	06/19/2020			
Foodscapes (Glanbia Nutritionals, Inc.)	Fitchburg, WI	06/19/2020			
Fors Lux Group (Fors Lux Group Corporation)	Houston, TX	06/19/2020			
Foster Farms (Foster Poultry Farms)	Livingston, CA	06/19/2020	Viewed	06/22/2020	
Franklin Southern Maid Donuts	Houston, TX	06/19/2020			
Frenchy's Sausage Company, Inc.	Houston, TX	06/19/2020	Viewed	06/24/2020	
Fresh Baby LLC	Petoskey, MI	06/19/2020			
Fresh Brew Group (Fresh Brew Group USA LP)	Houston, TX	06/19/2020			
Fresh Innovations of California, LLC	oxnard, CA	06/19/2020	No Bid	06/19/2020	06/19/2020
Fresh Provisions, Inc.	Fort Worth, TX	06/19/2020	Unsubmitted	06/24/2020	
Frito-Lay	Plano, TX	06/19/2020			
Frosty Treats (FTI Wholesale, Inc.)	Kansas City, MO	06/19/2020			
FSISW, LLC	Houston, TX	06/19/2020			
Full Filled Project Inc	Plano, TX	06/19/2020			
Fundraising Forever	Katy, TX	06/19/2020			
Fusion Food Marketing & Sales	Houston, TX	06/19/2020	Viewed	06/19/2020	
GDK Go Inc. DBA Dominos Pizza	Houston, TX	06/19/2020			
Gem Food Services Corp.	Rosenberg, TX		Viewed	06/25/2020	

Gilman Cheese Corporation	Gilman, WI		Submitted	07/13/2020	07/13/2020
Glazier Foods Company	Houston, TX	06/19/2020			
Global Coffee Company	Houston, TX	06/19/2020			
Global Equipment Company Inc. (Global Industrial, Global Industrial Equipment)	Buford, GA	06/19/2020			
Global Food Solutions	Hauppauge, NY		Unsubmitted	06/29/2020	
Global Foods Inc.	Las Vegas, NV	06/19/2020			
Globe Office Products	Houston, TX	06/19/2020			
GOD FEARING POWER HOUSE (POWER ROCK COMMUNITY CENTR)	HOUSTON, TX	06/19/2020			
Gold Creek Foods, LLC	GAINESVILLE, GA	06/19/2020	Viewed	06/19/2020	
Goldkist, A Pilgrim's Pride Company (Pilgrim's Pride Corporation)	Greeley, CO	06/19/2020			
Good Harbor Fillet Co., LLC	Gloucester, MA	06/19/2020			
Gordon Food Service, Inc.	Grand Rapids, MI	06/19/2020	Submitted	07/13/2020	07/13/2020
Grace Academy Learning Center (Healing the Family, Inc.)	Houston, TX	06/19/2020			
Gulf Coast Paper Co Inc	Clute, TX	06/19/2020	Submitted	07/13/2020	07/13/2020
Hadley Farms Bakery	Smithsburg, MD	06/19/2020	Submitted	07/10/2020	07/10/2020
Hagar Restaurant Service (Ramos)	Dallas, TX	06/19/2020			
HAH INC	Houston, TX	06/19/2020			
Hardie	Houston, TX	06/19/2020			
HARDIES FRESH FOODS	HOUSTON, TX	06/19/2020	Viewed	06/19/2020	
Hardies Fruit & Vegetable Co. Houston-LP	Dallas, TX	06/19/2020			
Harris School Solution	Niagra Falls, NY	06/19/2020			
Harvest Hill.	Stamford, CT	06/19/2020			
Hawaiian Fruit Freeze (Howie Tropical Flurry Drink, Inc.)	Pflugerville, TX	06/19/2020			
HCONE International IMPEX Inc (Enoch Kabutey)	Houston, PA	06/19/2020			
Healthy Lunch Box	Houston, TX	06/19/2020			
Heart Nation Inc	Humble, TX	06/19/2020			
Heart of Texas Biscuits	Waco, TX	06/19/2020			
Heart of Texas Biscuits (Heart of Texas Biscuits Inc.)	Waco, TX	06/19/2020	Submitted	07/13/2020	07/13/2020
HELPING HANDS FITNESS AND NUTRITION	BELLAIRE, TX	06/19/2020			
Hickory Hollow Restaurant (Bayou BBQ Inc.)	houston, TX	06/19/2020			
HIGH LINER FOODS	Portsmouth, NH	06/19/2020			
Hiland Dairy Foods Company	Dallas, TX	06/19/2020			
Hill Country Dairies, Inc.	Austin, TX	06/19/2020	Viewed	06/22/2020	
Hillyard Texas (Hillyard, Inc.)	San Antonio, TX	06/19/2020			
Hinsdale Farms	Bristol, IN	06/19/2020			
Horizon Snack Foods, Inc	Livermore, CA	06/19/2020			
Hormel	Austin, MN	06/19/2020			
Horns Crew Trucking (Alvin Horn)	Longview, TX	06/19/2020			
Houston Laser & Chemical Supply Inc	CYPRESS, TX	06/19/2020			
Houston Urban Debate League	Houston, TX	06/19/2020			
HPC Foodservice (Hartford Provision Company)	South Windsor, CT	06/19/2020			
Hungry's Cafe & Bistro	Houston, TX	06/19/2020	Viewed	06/24/2020	
IA-Advanced Telecom Solutions, LLC	Richmond, TX		Viewed	06/25/2020	
Ice Cream Specialties (Z.I. Rose Inc.)	Bedford, OH	06/19/2020			
Icelandic USA, Inc	Newport News, VA	06/19/2020			
Idaho Pacific	Ririe, ID	06/19/2020			
Idahoan Foods, LLC	Idaho Falls, ID	06/19/2020			
illumiPure Corp.	Houston, TX	06/19/2020			
Innoseal Systems	Charlotte, NC	06/19/2020	Unsubmitted	06/19/2020	
Integrated Food Service (Let's Do Lunch, Inc)	Gardena, CA	06/19/2020	Submitted	07/10/2020	07/10/2020
Interflex Inc	West Reading, PA	06/19/2020	Viewed	06/22/2020	
Island Oasis Frozen Cocktail Co., Inc.	Walpole, MA	06/19/2020			
J&J Snack Foods Corp.	Pennsauken, NJ	06/19/2020	Viewed	06/19/2020	
J.M. Smucker Company/Smucker Foodservice, Inc. (The J.M. Smucker Company)	Orrville, OH	06/19/2020			
J.O.Y. Foods, Inc.	Dallas, TX	06/19/2020			
J.R. Simplot Company	Boise, ID	06/19/2020	Viewed	06/22/2020	
Jake's Finer Foods	Houston, TX	06/19/2020	Submitted	07/13/2020	07/13/2020
Jayden Star (Jayden Star LLC)	New York, NY		Viewed	07/08/2020	
Jean's Restaurant Supply (TARI INC)	Corpus Christi, TX	06/19/2020			
Jennie-O Turkey Store Sales, LLC	Willmar, MN	06/19/2020	Viewed	06/19/2020	

JES Restaurant Equipment	Greenwood, SC	06/19/2020			
JNSFOODS	tamarac, FL	06/19/2020			
John Williams (Mrs litha child care center)	La porte, TX	06/19/2020			
Jones-Neitzel Co	Dallas, TX	06/19/2020			
Jonny Pops, LLC	St. Louis Park, MN	06/19/2020			
jp ice cream (ja-en enterprises)	Pharr, TX	06/19/2020			
JTM Food Group (J.T.M. Provision's Company, Inc)	Harrison, OH	06/19/2020	Submitted	06/24/2020	06/24/2020
K12 Food Pros	La Mesa, CA		Viewed	06/22/2020	
kaizen Renewable Energy (kaizen Endeavors, Inc.)	Dallas, TX	06/19/2020			
KANKO (Floyd's Chores & Odd Jobs)	Dallas, TX	06/19/2020			
Karlsburger	Monticello, MN	06/19/2020			
KD Acquisition I, LLC dba Kings Delight (Kings Delight)	Gainesville, GA	06/19/2020			
Kendrick Skipper dba Chick-fil-A at Magnolia	Magnolia, TX	06/19/2020			
Kent Precision Foods Group	St. Louis, MO	06/19/2020	Viewed	06/22/2020	
KEYIMPACT SALES & SYSTEMS	AUSTIN, TX	06/19/2020	Viewed	06/22/2020	
KeyImpact Sales & Systems, Inc.	Pasadena, TX	06/19/2020			
Kingham Dalton Wilson, Ltd.	Houston, TX		Viewed	06/25/2020	
Kings Delight	Gainesville, GA	06/19/2020			
Kitchen Resources, L.P.	Harlingen, TX	06/19/2020			
Klement Ice Cream Vendors (Karl Klement Properties, Inc.)	Decatur, TX	06/19/2020			
Kommerical Kitchens (Terry Woodard Enterprises, Inc)	Beaumont, TX	06/19/2020			
Kraft Heinz Foods Company	Pittsburgh, PA	06/19/2020	No Bid	07/02/2020	07/06/2020
Kurz & Co.	Houston, TX	06/19/2020	Viewed	06/23/2020	
La Brisa Ice Cream Co (Guadalupe Flores)	Houston, TX	06/19/2020			
Labatt Food Service	San Antonio, TX	06/19/2020	Submitted	07/13/2020	07/13/2020
Lakeland Dallas (LMI Enterprises LLC)	Allen, TX	06/19/2020	Viewed	06/22/2020	
Lakeland Marketing	Spring, TX	06/19/2020	Viewed	06/19/2020	
Lamb Weston	Eagle, IL	06/19/2020			
Land O'Lakes	Arden Hills, MN	06/19/2020			
Land O'Lakes/Advantage Waypoint LLC (Land O'Lakes)	Tampa, GA	06/19/2020	Viewed	06/19/2020	
Lange Distributing Company Incorporated	Bryan, TX	06/19/2020			
Launch Point CDC, Inc.	Houston, TX	06/19/2020			
Lazo Food Brokerage (Vanessa Lazo)	Houston, TX	06/19/2020	Viewed	06/19/2020	
LEE ENTERPRISES (LEE EQUIPMENT CO.)	HALLANDALE BEACH, FL	06/19/2020			
Lenny's Sub shop 268	Houston, TX	06/19/2020			
Liberty Office Products (Liberty Data Products, Inc)	Houston, TX	06/19/2020	No Bid	06/22/2020	06/22/2020
Lighthouse Groups LLC	Saint Louis, MO	06/19/2020			
Little Johns Refrigeration	katy, TX	06/19/2020			
Little Ones Daycare	Pasadena, TX	06/19/2020	Viewed	06/30/2020	
Lockridge Packaging, LLC	Friendswood, TX	06/19/2020			
Lone Star Coffee LLC	Houston, TX	06/19/2020			
Lott Marketing	Houston, TX	06/19/2020			
LUMAR Ventures (Luis M Dueno Medina)	San Antonio, TX		Viewed	06/26/2020	
Lux Bakery, Inc.	SAN ANTONIO, TX	06/19/2020			
M & B Products, Inc.	Temple Terrace, FL	06/19/2020	Unsubmitted	07/13/2020	
M.C.I. Foods/Los Cabos Mexican Foods (M.C.I. Foods, Inc.)	Santa Fe Springs, CA	06/19/2020	Submitted	07/10/2020	07/10/2020
Magic Seasoning Blends, LLC	New Orleans, LA	06/19/2020			
Maid-Rite Specialty Foods, LLC	Dunmore, PA	06/19/2020			
Marson Foods	Carson City, NV		Submitted	07/10/2020	07/10/2020
MARY LOUS TWIRLERS & DRILL TREAM (TERRY LYNN DAVIS)	HOUSTON, TX	06/19/2020			
Masters Distribution (The Masters Distribution Systems Company, Inc.)	Arlington, TX	06/19/2020	Submitted	07/13/2020	07/13/2020
Matera Paper Co., Inc	San Antonio, TX	06/19/2020			
McCain Foods USA, Inc.	lisle, IL	06/19/2020	Viewed	06/22/2020	
McLane Global	Houston, TX	06/19/2020			
McLean Marketing	Boerne, TX	06/19/2020			
McNairn Packaging	westfield, MA	06/19/2020			
Mendoza Fresh Produce	Houston, TX	06/19/2020			

Michael Foods Inc.	Minnetonka, MN	06/19/2020			
Millunzi & Associates	The Woodlands, TX	06/19/2020			
Misson Restaurant Supply	San Antonio, TX	06/19/2020			
ModernMD LLC	Brighton, MA		Submitted	07/13/2020	07/13/2020
Mrs. Clark's Foods (MCF Operating LLC)	Ankeny, IA	06/19/2020			
Muffin Town (JSB Industries, Inc.)	Chelsea, MA	06/19/2020	Submitted	06/25/2020	06/25/2020
Mustang Custom Foods LLC	Dallas, TX		Unsubmitted	07/13/2020	
MyECOPlanet, LLC	Houston, TX	06/19/2020			
Nardone Bros Baking Co Inc.	Wilkes Barre, PA	06/19/2020	Viewed	06/24/2020	
Nasco (Nasco Education LLC)	Fort Atkinson, WI	06/19/2020			
National Food Group, Inc	Novi, MI	06/19/2020	Viewed	06/22/2020	
National Restaurant Supply	El Paso, TX	06/19/2020			
New Spectrum Educational Consultants (Civil Society Educational Consultants)	Houston, TX	06/19/2020	Unsubmitted	06/23/2020	
Newton Brokerage (Margueritte D. Newton)	Edinburg, TX	06/19/2020			
Nicho Produce Co., Inc.	Dallas, TX	06/19/2020			
Nogales Produce Inc.	The Woodlands, TX	06/19/2020			
NORDCO Marketing, Inc.	Houston, TX	06/19/2020			
Northbourne Food Suppliers	Brooklyn Center, MN	06/19/2020	Unsubmitted	06/23/2020	
notables	Houston, TX	06/19/2020			
NT Printing Services	Marina Del Rey, CA	06/19/2020			
NU Health Foods, LLC	Houston, TX	06/19/2020	Viewed	06/19/2020	
OAK FARMS DAIRY	San Leandro, CA	06/19/2020			
Otis Spunkmeyer LLC	South El Monte, CA	06/19/2020	Submitted	07/13/2020	07/13/2020
Out of the Shell DBA Yangs 5th Taste	Stamford, CT	06/19/2020	No Bid	06/21/2020	07/12/2020
Ozarka (Nestle Waters North America)	Channelview, TX	06/19/2020			
Ozzy's maintenance	Houston, TX	06/19/2020			
Papa John's (GFPM LLC)	Houston, TX	06/19/2020			
Papa John's Pizza (Houston Pizza Venture, LP)	Houston, TX	06/19/2020			
PAPA JOHN'S PIZZA (ZKS VENTURES INC)	PASADENA, TX	06/19/2020	Viewed	06/19/2020	
PAPA JOHN'S PIZZA LUMBERTON, SILSBEE & KUNTZ (MANS FOOD GROUP)	RICHMOND, TX	06/19/2020			
Papa Murphy's Pizza (Limmrick Pizza Works Memorial, LLC)	Pearland, TX	06/19/2020			
PASCO BROKERAGE, INC.	PLANO, TX	06/19/2020			
Payton's Blend (Payton's Blend LLC)	Houston, TX	06/19/2020			
PepsiCo	Houston, TX	06/19/2020			
PepsiCo Foodservice	Spring, TX	06/19/2020	Viewed	06/26/2020	
Perdue Foods LLC	Salisbury, MD	06/19/2020			
Perfect Parfait Holdings LLC	Plano, TX	06/19/2020			
Peterson Farms Fresh, Inc	Shelby, MI	06/19/2020	Viewed	06/19/2020	
PFG Victoria (Vistar Corporation)	Cenninnel, CO	06/19/2020			
PHD Resources & Taxes	Houston, TX	06/19/2020			
Phil-Paul Tax Services	Houston, TX	06/19/2020			
Pollock	Grand Prairie, TX	06/19/2020			
Preferred Meal Systems, Inc	Berkeley, IL	06/19/2020			
Preferred Packaging Sales & Service (Sycamore Sales Inc.)	Norcross, GA	06/19/2020			
Preschool Express Learning Academy	Humble, TX	06/19/2020			
Prime Central Store (Waretrack, Inc.)	HOUSTON, TX	06/19/2020			
Pro Beverage Solutions, LLC	Austin, TX	06/19/2020			
Proview Foods LLC	Gainseville, GA	06/19/2020			
Prozign Architects	Houston, TX		Viewed	07/01/2020	
Quality Star Products Ltd.	Garland, TX	06/19/2020			
Quantum Foods, LLC	Bolingbrook, IL	06/19/2020			
Rainbow Water Purification	Houston, TX	06/19/2020			
Ramos & Harrison	Corpus Christi, TX	06/19/2020			
Rapids Wholesale (Dascoa)	Marion, IA	06/19/2020			
Ready Trans Limited Liability Company	Frisco, TX		Viewed	07/07/2020	
Red Gold, LLC (Calfed Financial Corporation) refresh LLC	Orestes, IN	06/19/2020			
Revolution Foods, Inc.	beaumont, TX	06/19/2020			
REXCO FOODS LLC	Oakland, CA	06/19/2020	Submitted	07/13/2020	07/13/2020
Rich Chicks, LLC	The Woodlands, TX	06/19/2020			
Rich Products Corporation	Tracy, CA	06/19/2020	Submitted	07/10/2020	07/10/2020
Ricos Products	Buffalo, NY	06/19/2020	Viewed	06/22/2020	
Ridgefields (The Ridgefield's Brand Corporaton)	San Antonio, TX		Unsubmitted	07/07/2020	
	Montgomery Village, MD	06/19/2020			

Rising Star Academy	Houston, TX	06/19/2020			
River City Produce Co., Inc	San Antonio, TX	06/19/2020			
Rodriguez Foods LTD	Fort worth, TX	06/19/2020			
Rose & Shore	Vernon, CA	06/19/2020	Unsubmitted	07/02/2020	
Ruiz Food Products, Inc.	Dinuba, CA		Unsubmitted	06/30/2020	
Russo's NY Pizzeria (Russo's Westheimer)	Houston, TX	06/19/2020	Viewed	06/23/2020	
S & H Impex	Plano, TX	06/19/2020			
S&T Medical Resources, LLC	Sugar Land, TX		Viewed	07/09/2020	
S.A. Piazza & Associates, LLC	Clackamas, OR	06/19/2020	Submitted	06/23/2020	06/23/2020
Safe Place Outreach	Houston, TX		Viewed	06/30/2020	
Sargent Foods LLC	Sarasota, FL	06/19/2020	Viewed	06/22/2020	
Savory Life, LLC	Atlantic Beach, FL		Submitted	07/13/2020	07/13/2020
Scarmardo Produce Inc.	Bryan, TX	06/19/2020			
schoenmann produce co.	houston, TX	06/19/2020			
School Choices	Spring, TX	06/19/2020			
Schreiber Foods Inc	Green Bay, WI	06/19/2020			
SCHREIBER FOODS INTERNATIONAL	Upper Saddle River, NJ		Submitted	07/10/2020	07/10/2020
Schwan's Food Service, Inc.	Marshall, MN	06/19/2020	Submitted	07/07/2020	07/07/2020
Search and Staff (Taneshia Jones)	Houston, TX		No Bid	06/22/2020	06/22/2020
SensoScientific, Inc.	simi valley, CA	06/19/2020			
Shepherd Food Equipment (Crazy Cousins, Inc.)	Dallas, TX	06/19/2020			
SilverLine Distributors	Houston, TX	06/19/2020			
SimplyMeats Traceable Distribution	Bronx, NY	06/19/2020	Viewed	06/19/2020	
SKILLASTICS (SANDY SPIN SLADE INC)	CORONA, CA	06/19/2020			
Sky Blue Foods, LLC	Agawam, MA	06/19/2020			
Smart Beverage Inc / DBA Thirsty Coconut Inc	Kansas City, MO	06/19/2020	Viewed	06/19/2020	
Smart Mouth Foods (Bull's Eye Brands, Inc.)	Atlanta, GA	06/19/2020	Viewed	06/22/2020	
Smart Scholars Foundation	Houston, TX	06/19/2020	Unsubmitted	07/07/2020	
SnackKit (William Cole Distribution)	Spring, TX	06/19/2020			
SoloFresco Brands	Riviera Beach, FL		Submitted	07/10/2020	07/10/2020
SOMMA Food Group, LLC	Dallas, TX	06/19/2020			
South Mill Mushroom Sales	Kennett Square, PA	06/19/2020			
SOUTHERN ICE EQUIPMENT DISTRIBUTORS	LAFAYETTE, LA	06/19/2020	Viewed	06/30/2020	
Southwest Foodservice Excellence	Scottsdale, AZ	06/19/2020			
Sparkletts (DS Waters) (DS WATERS OF AMERICA, INC.)	ATLANTA, GA	06/19/2020			
Spur Employment, Inc.	HUNTSVILLE, AL	06/19/2020			
Staffmark (Staffmark Investment LLC)	Cincinnati, OH		Viewed	06/26/2020	
Stampede Meat, Inc	Bridgeview, IL	06/19/2020			
STEM Urban Perspective (Science, Technology, Engineering with an Urban Perspective)	Humble, TX	06/19/2020	Viewed	06/25/2020	
Stiff LLC	HOUSTON, TX		Viewed	07/03/2020	
Stockwell	Oakland, CA	06/19/2020			
Summit Food Brokers (Eichenlaub, Inc)	Spring, TX	06/19/2020			
SUNNY SKY PRODUCTS (SUNNY SKY PRODUCTS, LLC)	Houston, TX	06/19/2020	Viewed	06/19/2020	
SunOpta Foods, Inc.	Edina, MN	06/19/2020			
Super Bakery	Cleveland, OH	06/19/2020	Unsubmitted	07/06/2020	
Superior Bean And Seed (E & J AGRI, INC.)	SUDAN, TX	06/19/2020			
Sweet Chills Brands (Sweet Chills LLC)	Murrieta, CA	06/19/2020			
Sweet Dreams Gourmet/ Sugar Bunch Creations (S.D.Candy Co, Inc)	Houston, TX	06/19/2020			
Synergy-Enterprises	Addison, TX	06/19/2020	Viewed	06/19/2020	
Sysco Houston, Inc.	Houston, TX	06/19/2020	Viewed	06/19/2020	
TABATCHNICK FINE FOODS, INC.	SOMERSET, NJ	06/19/2020	Submitted	07/13/2020	07/13/2020
Tampa Maid Foods, Inc	Lakeland, FL	06/19/2020			
Tastee Kreme	HOUSTON, TX	06/19/2020			
Texas Association of African American Chambers of Commerce (TAAACC)	Austin, TX	06/19/2020			
Texas Blue Springs Distributors LLLP	Tomball, TX	06/19/2020			
Texas Food Service Equipment Supply	Houston, TX	06/19/2020			
Texas Superior Water Company (Texas Superior Water, Inc.)	Jasper, TX	06/19/2020			
TexBel Farms International, LLC	Houston, TX	06/19/2020			
The Core Group	Chino, CA	06/19/2020	Viewed	06/19/2020	
The Daily Java (Java Enterprises Inc.)	Dallas, TX	06/19/2020			
THE FATHERS TABLE	Sanford, FL	06/19/2020	Submitted	07/13/2020	07/13/2020

The Heart of God Restoration Ministry	Houston, TX	06/19/2020			
The Hubert Company (The Hubert Comany LLC)	Harrison, OH	06/19/2020	Viewed	06/19/2020	
The Lysander Element	Huntsville, TX	06/19/2020			
The Resilient Group	Houston, TX	06/19/2020	Unsubmitted	06/23/2020	
The Safe + Fair Food Company	Chicago, IL	06/19/2020			
The School Group	cypress, TX	06/19/2020			
THIRD COAST FRESH	HOUSTON, TX	06/19/2020			
TMB Screen Printing & Embroidery Spring	Spring, TX	06/19/2020			
tools for schools (good source solutions)	carlsbad, CA		Submitted	07/10/2020	07/10/2020
Trident Beverage	Houston, TX	06/19/2020	Viewed	06/25/2020	
Trident Marketing	Katy, TX	06/19/2020			
Trident Seafoods	Seattle, WA	06/19/2020	Viewed	06/19/2020	
Tropical Flurry LLC (IAF Beverage LLC)	Dallas, TX	06/19/2020			
True Brew Enterprises	Plano, TX	06/19/2020			
Truitt Family Foods	Salem, OR	06/19/2020			
Tyson Prepared Foods, Inc.	Springdale, AR	06/19/2020	Submitted	07/10/2020	07/10/2020
Ultra Pure Solutions (UPS, Inc.)	Houston, TX	06/19/2020			
Unified Management Group, LLC	Denver, CO	06/19/2020			
UNIFRESH, INC	SAN ANTONIO, TX	06/19/2020	Viewed	06/22/2020	
UNITED Sales & Service	Arvada, CO	06/19/2020	Viewed	06/19/2020	
Uno Foods, Inc.	Brockton, MA	06/19/2020	Submitted	07/09/2020	07/09/2020
USG Staffing LLC	Humble, TX		Viewed	07/02/2020	
Veritiv (formerly Unisource) (Veritiv Operating Company)	Dallas, TX	06/19/2020			
Visual Arts Productions	Houston, TX	06/19/2020			
VMP Nutrition, LLC	Fort Worth, TX	06/19/2020			
Walnut Creek Farms Texas (Chaz Inc)	Alvarado, TX	06/19/2020			
Wawona Frozen Foods	Clovis, CA	06/19/2020	Unsubmitted	06/22/2020	
Werk U Out training	alvin, TX	06/19/2020			
Whitlock Packaging	Tulsa, OK	06/19/2020			
WNA Atrium Packaging	Houston, TX		Viewed	07/02/2020	
xpedx (xpedx, a division of International Paper Company, a New York corporation)	Houston, TX	06/19/2020	Viewed	06/23/2020	
XtraLight Manufacturing, Ltd.	Houston, TX		Viewed	07/06/2020	
Zummos Meat Company	Beaumont, TX	06/19/2020			

Regular Board Meeting**6.E.3.****Meeting Date:** August 19, 2020**Title:** Contract Renewal for 16/015CG for Chemicals, Supplies and Related 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:**

Consider Approval of a Contract Renewal option for job no. 16/015CG for Chemicals, Supplies and Related Services with the following vendor: NAO Global Health, LLC (#16/015CG-04) for the period 09/20/2020 through 09/19/2021.

Subject:

Choice Partners; Contract Renewal: Chemicals, Supplies and Related Services; Revenue Generating

Rationale:

The process enacted was a Request for Proposal (RFP). Two hundred and seventeen (217) invitations were extended for proposals. Six (6) responses were received and awarded. HCDE/Choice Partners contract no. 16/015CG was awarded for one (1) year from 09/20/2016 to 09/19/2017. The contract has the option for up to four (4) annual renewals.

HCDE/Choice Partners recommends exercising the fourth (4th) option for renewal period 09/20/2020 to 09/19/2021 for the vendor listed above in Posted Agenda Item. Anticipated revenue from contract no. 16/015CG 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

NAO Global

Form Review**Inbox**

Choice Partners
Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Cora Day
Final Approval Date: 07/29/2020

Reviewed By

Jeff Drury
Kendra Jackson
Bill Monroe
Jesus Amezcua

Date

07/22/2020 12:37 PM
07/28/2020 11:54 AM
07/28/2020 02:08 PM
07/29/2020 06:44 PM
Started On: 07/01/2020 10:47 AM

June 22, 2020

Subject: Contract Renewal for 16 / 0 15 C G for Chemicals, Supplies and Related 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 19, 2020**. This contract has **one (1)** one-year annual renewal option remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **September 20, 2020**.

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 16, 2020 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.

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:	NAB GLOBAL HEALTH. LLC
Authorized Signature:	PRISCILLA M. AYERITE
Print Name:	DR. PRISCILLA. M. AYERITE
Title:	PRESIDENT
Date:	7/1/2020
Address:	700 GEMINI AVE. STE 230
City, State, Zip Code:	HOUSTON, TX 77058
Phone:	281-886-7876
Email Address:	info@nabglobal.org



Regular Board Meeting**6.E.4.****Meeting Date:** August 19, 2020**Title:** Contract Renewal for 16/037CG for IDIQ Lighting Supplies, Services and Installation**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:**

Consider Approval of a Contract Renewal option for job no. 16/037CG for IDIQ Lighting Supplies, Services and Installation with the following vendor: XtraLight Manufacturing, Ltd (#16/037CG-06) for the period 09/20/2020 through 09/19/2021.

Subject:

Choice Partners; Contract Renewal; IDIQ Lighting Supplies, Services and Installation; Revenue Generating

Rationale:

The process enacted was Competitive Sealed Proposals (CSP). Four hundred-ninety two (492) invitations were extended for proposals. Six (6) responses were received and awarded. HCDE/Choice Partners contract no. 16/037CG was awarded for two (2) years from 09/20/2016 to 09/19/2018. The contract has the option for up to three (3) annual renewals.

HCDE/Choice Partners recommends exercising the third (3rd) option for renewal period 09/20/2020 to 09/19/2021 for the vendor listed above in Posted Agenda Item. Anticipated revenue from contract no. 16/037CG will be an administrative fee of two percent (2%). 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

Xtralight

Form Review**Inbox**

Choice Partners
Purchasing Alternate
Purchasing
Assistant Superintendent - Business

Reviewed By

Jeff Drury
Kendra Jackson
Bill Monroe
Jesus Amezcua

Date

07/22/2020 12:38 PM
07/28/2020 11:54 AM
07/28/2020 02:10 PM
07/29/2020 06:44 PM

June 22, 2020

**Subject: Contract Renewal for # 16 / 037C G f o r J O C - I D I Q L i g h t i n g S u p p l i e s ,
S e r v i c e s a n d I n s t a l l a t i o n f o r H a r r i s D e p a r t m e n t o f E d u c a t i o n (H C D E) / C h o i c e P a r t n e r s
C o o p e r a t i v e**

Dear CP Vendor Partner:

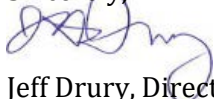
Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **September 19, 2020**. This contract has **one (1)** one-year annual renewal option remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **September 20, 2020**.

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> by **July 16, 2020 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.

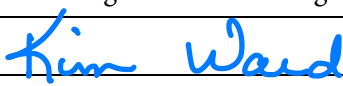
Sincerely,



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:	XtraLight Manufacturing LTD
Authorized Signature:	
Print Name:	Kim Ward
Title:	Chief Operating Officer
Date:	July 6, 2020
Address:	8812 Frey Rd
City, State, Zip Code:	Houston, TX 77034
Phone:	713-943-9927
Email Address:	kim.ward@xtralight.com



Regular Board Meeting**6.E.5.****Meeting Date:** August 19, 2020**Title:** Contract Renewal for 16/058KH for Web-Based Electronic Bidding 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:** Joann Nichols, Jeff Drury, Richard Vela, Yaritza Roman, Bill Monroe and Dr. Jesus Amezcua**Facilities/Technology Approval Needed?:** None

Information**Posted Agenda Item:**

Consider Approval of a Contract Renewal option for job no. 16/058KH for Web-Based Electronic Bidding System with the following vendor: Ion Wave Technologies, Inc. (#16/058KH-03) for the period 09/20/2020 through 09/19/2021.

Subject:

Choice Partners; Contract Renewal; Web-Based Electronic Bidding System; Revenue Generating

Rationale:

The process enacted was a Request for Proposal (RFP). Six hundred and forty (640) invitations were extended for proposals. Three responses were received and awarded. HCDE/Choice Partners contract no. 16/058KH was awarded for one (1) year from 09/20/2016 to 09/19/2017. The contract has the option for up to four (4) annual renewals.

HCDE/Choice Partners recommends exercising the fourth (4th) option for renewal period 09/20/2020 to 09/19/2021 for the vendor listed above in Posted Agenda Item. Anticipated revenue from contract no. 16/058KH 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

Ion Wave Technologies

Form Review**Inbox**

Choice Partners
Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Cora Day
Final Approval Date: 07/29/2020

Reviewed By

Jeff Drury
Kendra Jackson
Bill Monroe
Jesus Amezcua

Date

07/22/2020 12:40 PM
07/28/2020 11:54 AM
07/28/2020 02:11 PM
07/29/2020 06:44 PM
Started On: 07/01/2020 10:58 AM

June 22, 2020

**Subject: Contract Renewal for 16 / 0 5 8 K H f o r W e b - B a s e d E l e c t r o n i c B i d d i n g
S y s t e m 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 19, 2020**. This contract has one **(1)** one-year annual renewal option remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **September 20, 2020**.

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 16, 2020 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.

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:	Ion Wave Technologies, Inc.
Authorized Signature:	<i>Darren C Henderson</i>
Print Name:	Darren C. Henderson
Title:	CEO
Date:	July 14, 2020
Address:	3653 South Avenue
City, State, Zip Code:	Springfield, MO 65807
Phone:	417-823-7773
Email Address:	sales@ionwave.net



Regular Board Meeting**6.E.6.**

Meeting Date:	August 19, 2020		
Title:	Contract Renewal for 17/044JN for JOC-IDIQ Electrical 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:**

Consider Approval of a Contract Renewal option for job no. 17/044JN for JOC-IDIQ Electrical Services with the following vendors: Trio Electric, LLC (#17/044JN-01) and Turner Power Systems & Contractor, LLC dba Turner Power & Construction, LLC (#17/044JN-02) for the period 09/20/2020 through 09/19/2021.

Subject:

Choice Partners; Contract Renewal; JOC-IDIQ Electrical Services; Revenue Generating

Rationale:

The process enacted was Competitive Sealed Proposals (CSP). Five hundred eighty-five (585) invitations were extended for proposals. Two (2) responses were received and awarded. HCDE/Choice Partners contract no. 17/044JN was awarded for two (2) years from 09/20/2017 to 09/19/2019. The contract has the option for three (3) annual renewals.

HCDE/Choice Partners recommends exercising the second (2nd) option for renewal period 09/20/2020 to 09/19/2021 for the vendors listed above in Posted Agenda Item. Anticipated revenue from contract no. 17/044JN 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

Trio Electric
Turner Power

Form Review

Inbox	Reviewed By	Date
Choice Partners	Jeff Drury	07/22/2020 12:42 PM
Purchasing Alternate	Kendra Jackson	07/28/2020 11:54 AM
Purchasing	Bill Monroe	07/28/2020 02:13 PM
Assistant Superintendent - Business	Jesus Amezcua	07/29/2020 06:45 PM

June 22, 2020

**Subject: Contract Renewal for #17/044JN for J O C - I D I Q E l e c t r i c a l S e r v i c e s 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 19, 2020**. 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 **September 20, 2020**.

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 16, 2020 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.

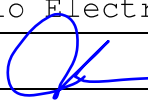
Sincerely,



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:	Trio Electric, LLC
Authorized Signature:	
Print Name:	Jarrod Beau Pollock
Title:	President & CEO
Date:	7/11/20
Address:	11413 Todd St.
City, State, Zip Code:	Houston, TX 77055
Phone:	(713) 957-3336
Email Address:	beau@trioltld.com



June 22, 2020

Subject: Contract Renewal for #17/044JN for J O C - I D I Q E l e c t r i c a l S e r v i c e s 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 19, 2020**. 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 **September 20, 2020**.

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 16, 2020 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.

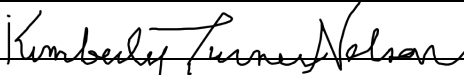
Sincerely,



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:	Turner Power & Construction, LLC
Authorized Signature:	
Print Name:	Kimberly Turner-Nelson
Title:	Operations Manager
Date:	July 15, 2020
Address:	12707 Haynes Rd
City, State, Zip Code:	Houston, TX 77066
Phone:	713-253-3063
Email Address:	Turner.Power@comcast.net



Regular Board Meeting**6.E.7.**

Meeting Date:	August 19, 2020		
Title:	Contract Renewal for 17/045KC for Temporary Personnel 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:**

Consider Approval of a Contract Renewal option for job no. 17/045KC for Temporary Personnel Services with the following vendors: 22nd Century Technologies, Inc. (#17/045KC-01); A-1 Personnel of Houston, Inc. (#17/045KC-02); The Reserves Network dba ExecuTeam Staffing (#17/045KC-03); LaneStaffing, Inc. (#17/045KC-04); Staffmark Investment, LLC dba Staffmark (#17/045KC-08), and The Spearhead Group, Inc. (#17/045KC-12) for the period 09/20/2020 through 09/19/2021.

Subject:

Choice Partners Cooperative; Contract Renewal; Temporary Personnel Services Contract; Revenue Generating

Rationale:

The process enacted was a Request for Proposal (RFP). One hundred-fifty (150) invitations were extended for proposals. Twenty-four (24) responses were received of which eleven (11) were non-awarded, and thirteen (13) were awarded. HCDE/Choice Partners contract no. 17/045KC was awarded for one (1) year from 09/20/2017 to 09/19/2018. The contract has the option for up to four (4) annual renewals.

HCDE/Choice Partners recommends exercising the third (3rd) option for renewal period 09/20/2020 to 09/19/2021 to the vendors listed above in Posted Agenda Item. Anticipated revenue from contract no. 17/045KC 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

22nd Century Tech
A-1 Personnel of Houston
Executeam Staffing
LaneStaffing

Form Review

Inbox

Choice Partners
Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Cora Day
Final Approval Date: 07/29/2020

Reviewed By

Jeff Drury
Kendra Jackson
Bill Monroe
Jesus Amezcua

Date

07/22/2020 12:43 PM
07/28/2020 11:54 AM
07/28/2020 02:16 PM
07/29/2020 06:45 PM
Started On: 07/01/2020 11:06 AM

June 22, 2020

**Subject: Contract Renewal for # 17 / 045 K C f o r T e m p o r a r y P e r s o n n e l S e r v i c e s f o r
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 19, 2020**. 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 **September 20, 2020**.

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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.

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:	22nd Century Technologies, Inc.
Authorized Signature:	
Print Name:	Kulpreet Singh
Title:	Director - Sales
Date:	07/15/2020
Address:	220 Davidson Avenue, Suite 118
City, State, Zip Code:	Somerset, NJ, 08873
Phone:	888-998-7284
Email Address:	govt@tscti.com



June 22, 2020

Subject: Contract Renewal for # 17 / 045 K C for Temporary Personnel 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 19, 2020**. 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 **September 20, 2020**.

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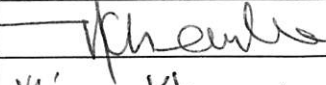
Sincerely,



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:	A-1 Personnel of Houston, Inc.
Authorized Signature:	
Print Name:	Vijay Khemka
Title:	Vice President
Date:	7-1-20
Address:	8702 Westpark Drive
City, State, Zip Code:	Houston, TX 77063
Phone:	713-773-2900
Email Address:	uma@a1personnelinc.com



June 22, 2020

Subject: Contract Renewal for # 17 / 045 K C for Temporary Personnel 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:	The Reserves Network, Inc., dba ExecuTeam Staffing
Authorized Signature:	
Print Name:	Laura Bowen
Title:	President
Date:	July 9, 2020
Address:	2401 Fountaniview #800
City, State, Zip Code:	Houston, TX 77057
Phone:	713-952-6760
Email Address:	laura@executeam.com



June 22, 2020

**Subject: Contract Renewal for # 17 / 045 K C f o r T e m p o r a r y P e r s o n n e l S e r v i c e s f o r
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:	LANESTAFFING, INC.
Authorized Signature:	<i>Carla Lane</i>
Print Name:	CARLA K. LANE
Title:	PRESIDENT & CEO
Date:	07/14/2020
Address:	3262 WESTHEIMER STE 431
City, State, Zip Code:	HOUSTON, TEXAS 77098
Phone:	(713) 522 0000
Email Address:	CLANE@LANESTAFF.COM



June 22, 2020

**Subject: Contract Renewal for # 17 / 045 K C f o r T e m p o r a r y P e r s o n n e l S e r v i c e s f o r
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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:	Staffmark Investment LLC
Authorized Signature:	
Print Name:	D'Misha Miller
Title:	Market Manager
Date:	July 16, 2020
Address:	201 East Fourth Street, Suite 800
City, State, Zip Code:	Cincinnati, OH 45202
Phone:	281-481-3104
Email Address:	Dmisha.Miller@Prostaff.com



June 22, 2020

**Subject: Contract Renewal for # 17 / 045 K C f o r T e m p o r a r y P e r s o n n e l S e r v i c e s f o r
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Sincerely,



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

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

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

Corporate Name:	The Spearhead Group, Inc.
Authorized Signature:	<i>Vikki S. McCullough</i>
Print Name:	Vikki McCullough
Title:	President
Date:	7/14/20
Address:	4615 SW Freeway, Suite 470
City, State, Zip Code:	Houston, TX 77027
Phone:	713-622-7171
Email Address:	vikkim@spearheadgroup.com



Regular Board Meeting**6.E.8.****Meeting Date:** August 19, 2020**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):** 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:**

Consider Approval of a 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); 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); 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); 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); Double M Laser Products, Inc. dba Enhanced Laser Products (#18/056KD-24); HiED Inc. (#18/056KD-28); 5205 Limited Partnership dba Houston Communications, Inc. (HCI) (#18/056KD-29); Insight Investments, LLC (#18/056KD-30); Intech Southwest Services, LLC (#18/056KD-32); iTech Enterprises, LLC dba iTech Solutions (#18/056KD-34); LyncVerse Technologies (#18/056KD-37); Nearpod, Inc. (#18/056KD-39); Netsync Network Solutions (#18/056KD-40); Southwest Texas Horizons, LLC dba New Horizons CLC of Houston (#18/056KD-42); NWN Corporation (#18/056KD-44); Panorama Education, Inc. (#18/056KD-46); PCCare, Inc. dba Square3 (#18/056KD-47); PopSmart Technologies, LLC (#18/056KD-49); PS Lightwave, Inc. dba Pure Speed Lightwave (#18/056KD-52); R3 Collaboratives, Inc. (#18/056KD-53); Revolution Data Systems, LLC (#18/056KD-55); Set Solutions, Inc. (#18/056KD-56); SHI Government Solutions, Inc. (#18/056KD-57); Technical Laboratory Systems, Inc. (#18/056KD-61); Veritrust Corporation (#18/056KD-62); Waypoint Business Solutions, LLC (#18/056KD-64), and WebRevelation, Inc. (#18/056KD-65) for the period 09/19/2020 through 09/18/2021.

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 five (5) were non-responsive, thirty-nine (39) 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 second (2nd) option for renewal period 09/19/2020 to 09/18/2021 for the vendors listed above in Posted Agenda Item. Anticipated revenue from contract no. 18/056KD will be an administrative fee of two (2%). This contract is governed by Texas Education Code

Fiscal Impact

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

Attachments

ACCO Brand USA
Agular Systems
Avaya
Best Buy Business
Birch Cline Tech
Case Emergency Systems
CDW Government
Critical Infrastructure (CIS)
Datavox
Smartsense-Digi Intl
doc2efile
Education Networks America
Enhanced Laser Products
Hi-Ed
Houston Communication
Insight Investments
Intech Southwest Svcs
Itech Solutions
LyncVerse
Nearpod
Netsync Network Solns
New Horizons CLC
NWN
Panorama Education
Square3 fka PC Care
PopSmart fka Pinnacle OG
Pure Speed Lightwave
R3 Collaboratives
Revolution Data Systems
Set Solutions
SHI Government Solns
Technical Lab Systems
Veritrust
Waypoint Business Solns
WebRevelation

Form Review

Inbox
Choice Partners

Reviewed By
Jeff Drury

Date
07/22/2020 12:45 PM

June 22, 2020

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:

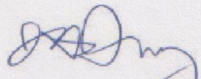
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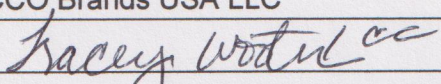
Sincerely,



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:	ACCO Brands USA LLC
Authorized Signature:	
Print Name:	Tracey Wooten
Title:	Sales & Service Operations Mgr
Date:	7/7/2020
Address:	Four Corporate Drive
City, State, Zip Code:	Lake Zurich, IL 60047
Phone:	847-796-4569
Email Address:	directbid@acco.com



June 22, 2020

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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:	Agular Systems, Inc.
Authorized Signature:	
Print Name:	Paul L Luibel
Title:	VP
Date:	07/10/20
Address:	2028 E Ben White Blvd STE 240-1222
City, State, Zip Code:	Austin, TX, 78751
Phone:	847-275-9366
Email Address:	pluibel@agularsystems.com





June 22, 2020

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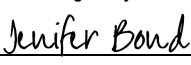
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Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

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:	Avaya Inc.
Authorized Signature:	 <small>DocuSigned by:</small>
Print Name:	<small>3F223E3CA7FC4A81</small> Jennifer Bond
Title:	Area Sales Leader-US SLED
Date:	July 15, 2020 3:08 PM EDT
Address:	350 Mt Kemble Avenue
City, State, Zip Code:	Morristown, NJ 07960
Phone:	713-852-1161
Email Address:	jeniferbond@avaya.com





June 22, 2020

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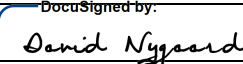
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Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

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

Corporate Name:	Best Buy Stores, L.P.
Authorized Signature:	
Print Name:	David Nygaard
Title:	Senior V.P., Home Services
Date:	July 14, 2020
Address:	7601 Penn Avenue South
City, State, Zip Code:	Richfield, MN 55423
Phone:	1-800-373-3050
Email Address:	David.Nygaard@bestbuy.com



June 22, 2020

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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:	Birch Cline Technologies
Authorized Signature:	<i>Joseph R. Guin</i>
Print Name:	Joseph R. Guin (Randy)
Title:	Managing Partner
Date:	7/16/2020
Address:	3414 Greathouse Rd.
City, State, Zip Code:	Waxahachie, TX 75167
Phone:	972-571-4538
Email Address:	randy.guin@birchcline.com



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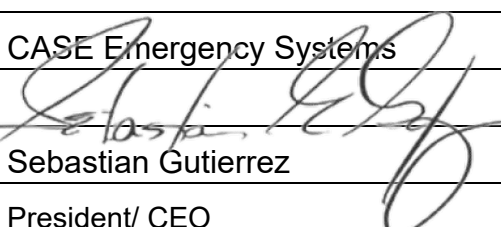
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Choice Partners
A division of Harris County Department of Education

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:	CASE Emergency Systems
Authorized Signature:	
Print Name:	Sebastian Gutierrez
Title:	President/ CEO
Date:	7/15/2020
Address:	5 Goddard
City, State, Zip Code:	Irvine, CA 92618
Phone:	(949) 988-7500
Email Address:	plee@casees.com



June 22, 2020

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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:	CDW Government LLC
Authorized Signature:	
Print Name:	Anup Sreedharan
Title:	Manager, Program Management
Date:	7/16/2020
Address:	230 N. Milwaukee Ave
City, State, Zip Code:	Vernon Hills, IL 60061
Phone:	(877) 823-5948
Email Address:	melijoh@cdw.com



June 22, 2020

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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.

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:	Critical Infrastructure Solutions (CIS) LLC
Authorized Signature:	<i>Theresa McDowell</i>
Print Name:	Theresa McDowell
Title:	Comptroller
Date:	July 7, 2020
Address:	17225 El Camino Real, Suite 450
City, State, Zip Code:	Houston TX 77058
Phone:	281-938-1800
Email Address:	tmcdowell@powerofcis.com





June 22, 2020

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:	DataVox, Inc.
Authorized Signature:	
Print Name:	Neil Ferguson
Title:	Senior VP of Marketing
Date:	07/10/2020
Address:	6650 W. Sam Houston Parkway South
City, State, Zip Code:	Houston, TX. 77072
Phone:	713-881-7107
Email Address:	neil@datavox.net



June 22, 2020

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:

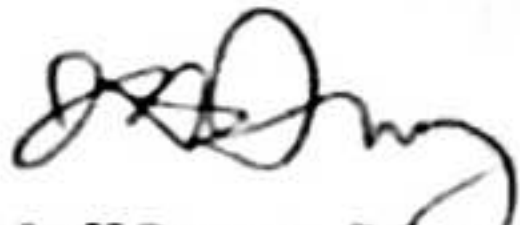
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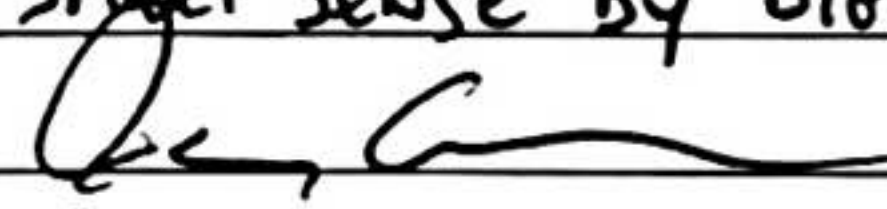
Sincerely,



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:	Smart Sense by Digi INTERNATIONAL
Authorized Signature:	
Print Name:	JOSH GRIGGS
Title:	DIRECTOR OF SALES
Date:	7/13/20
Address:	11001 Braenn Rd.
City, State, Zip Code:	MINNETONKA, MN 55343
Phone:	574-347-6166
Email Address:	josh.griggs@digicom



June 22, 2020

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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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:	doc2e-file, Inc.
Authorized Signature:	Roxanne Downing
Print Name:	Roxanna D. Downing
Title:	Director of Sales
Date:	7/10/2020
Address:	4500 S. Wayside Suite 102
City, State, Zip Code:	Houston, Texas 7
Phone:	713 649-2006
Email Address:	rdowning@doc2e-file.com



June 22, 2020

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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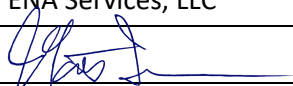
Sincerely,



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:	ENA Services, LLC
Authorized Signature:	
Print Name:	Matthew Turner
Title:	Vice President, Operations
Date:	July 15, 2020
Address:	618 Grassmere Park Drive, Suite 12
City, State, Zip Code:	Nashville, TN 37211
Phone:	(615) 312-6042
Email Address:	mturner@ena.com



June 22, 2020

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:

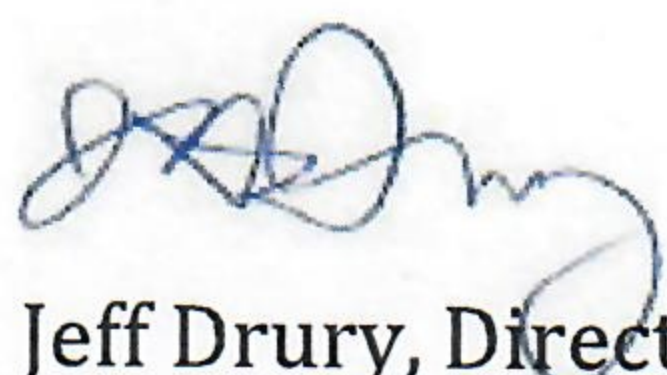
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A division of Harris County Department of Education

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:	Enhanced Laser Products
Authorized Signature:	Melanie McMurter
Print Name:	Melanie McMurter
Title:	Principal
Date:	7-10-2020
Address:	1390 W San Houston Pkwy N
City, State, Zip Code:	Hou TX 77043
Phone:	713-956-9481
Email Address:	mm@enhancedlaser.com



June 22, 2020

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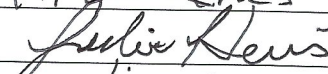
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A division of Harris County Department of Education

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:	Hied Inc.
Authorized Signature:	
Print Name:	Leslie Harris
Title:	President
Date:	7/7/2020
Address:	80 E. McDermott Dr.
City, State, Zip Code:	Allen, TX 75002
Phone:	800-876-3467
Email Address:	leslie@hied.com



June 22, 2020

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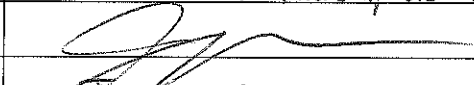
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Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

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

Corporate Name:	5205 Limited Partnership dba Houston Communications, Inc.
Authorized Signature:	
Print Name:	Jason Labrose
Title:	Vice President of Sales
Date:	7-2-20
Address:	1105 Industrial Blvd.
City, State, Zip Code:	Sugar Land TX 77478
Phone:	281-491-1616
Email Address:	jason.l@hcconnects.com



June 22, 2020

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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:	Insight Investments, LLC
Authorized Signature:	
Print Name:	Christopher M. Czaja
Title:	CFO
Date:	7/13/20
Address:	611 Anton Blvd. Suite 700
City, State, Zip Code:	Costa Mesa, CA 92626
Phone:	714-939-2300
Email Address:	cczaja@insightinvestments.com



June 22, 2020

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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:	Intech Southwest Services, LLC
Authorized Signature:	<i>Kevin Reyher</i>
Print Name:	Kevin Reyher
Title:	President
Date:	07/15/2020
Address:	4778 Research Drive
City, State, Zip Code:	San Antonio, TX, 78240
Phone:	210-690-0000
Email Address:	kreyher@intechsouthwest.com



June 22, 2020

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Assistant Superintendent for Business Services
Harris County Department of Education

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Corporate Name:	iTech Enterprises LLC DBA iTech Solutions
Authorized Signature:	
Print Name:	Xalli Aguirre
Title:	Accounting Manager
Date:	07/14/2020
Address:	1416 North Sam Houston Pkwy E, Suite 150
City, State, Zip Code:	Houston Texas 77032
Phone:	832-919-7378
Email Address:	xa.melo@itechavs.com



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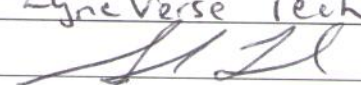
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Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

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

Corporate Name:	LynceVerse Technologies
Authorized Signature:	
Print Name:	Sheppard Thomas
Title:	President and CEO
Date:	7/15/2020
Address:	8203 Willow Place Dr. South Suite H 315
City, State, Zip Code:	Houston, TX 77076
Phone:	281-320-2949
Email Address:	Sthomas@lynceverse.com





June 22, 2020

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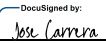
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Assistant Superintendent for Business Services
Harris County Department of Education

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Corporate Name:	Nearpod Inc.
Authorized Signature:	
Print Name:	Jose Carrera
Title:	CEO
Date:	7/6/2020
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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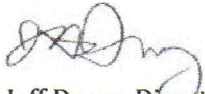
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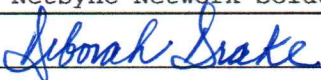
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A division of Harris County Department of Education

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:	Netsync Network Solutions, Inc.
Authorized Signature:	
Print Name:	Deborah Drake
Title:	Contracts Manager
Date:	07.10.2020
Address:	2500 W Loop South, Ste. 410
City, State, Zip Code:	Houston, Texas 77027
Phone:	713.218.5000
Email Address:	d Drake@netsync.com



June 22, 2020

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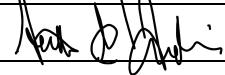
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Assistant Superintendent for Business Services
Harris County Department of Education

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

Corporate Name:	Southeast Texas Horizons, LLC DBA New Horizons CLC of Houston
Authorized Signature:	
Print Name:	Scott Hardin
Title:	Vice President of Sales
Date:	07/13/2020
Address:	300 E Highland Mall Blvd Ste 390
City, State, Zip Code:	Austin, TX 78752
Phone:	830-632-3300
Email Address:	VendorForm@5pe.com





June 22, 2020

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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:	NWN Corporation
Authorized Signature:	 <small>DocuSigned by</small>
Print Name:	<small>94C3A196B51A48D...</small> Matt Curran
Title:	Chief Financial Officer
Date:	7/14/2020
Address:	271 Waverley Oaks Road #302
City, State, Zip Code:	Waltham, MA 02452
Phone:	(781) 472-3449
Email Address:	MCurran@nwnit.com



June 22, 2020

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, 2020**. This contract has **two (2)** 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, 2020**.

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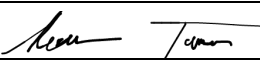
Sincerely,



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:	Panorama Education, Inc.
Authorized Signature:	
Print Name:	Xan Tanner
Title:	President
Date:	07 / 07 / 2020
Address:	24 School Street, Fourth Floor
City, State, Zip Code:	Boston, MA, 02108
Phone:	(617) 356-8123
Email Address:	finance@panoramaed.com



June 22, 2020

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:	Square3
Authorized Signature:	<i>Drew Davenport</i>
Print Name:	Drew Davenport
Title:	Vice President
Date:	July 9, 2020
Address:	221 Parking Way
City, State, Zip Code:	Lake Jackson, TX 77566
Phone:	979-297-1117
Email Address:	drew.davenport@square3it.com



June 22, 2020

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, 2020**. This contract has **two (2)** 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, 2020**.

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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:	PopSmart Technologies, LLC
Authorized Signature:	
Print Name:	Reed A. Melnick
Title:	President
Date:	July 1, 2020
Address:	13988 Diplomat Drive, Suite 160
City, State, Zip Code:	Farmers Branch, TX 75234-8802
Phone:	855-900-7476
Email Address:	Reed@popsmarttechnologies.com





June 22, 2020

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, 2020**. This contract has **two (2)** 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, 2020**.

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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:	PS Lightwave, Inc
Authorized Signature:	DocuSigned by:
Print Name:	208C4F4DBE16434 Rhonda Cook
Title:	CEO
Date:	7/7/2020
Address:	5959 Corporate Dr. Suite 3300
City, State, Zip Code:	Houston, TX 77036
Phone:	832.615.8000
Email Address:	rcook@pslightwave.com



June 22, 2020

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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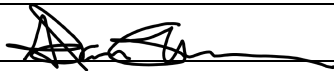
Sincerely,



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:	R3 Collaboratives Inc
Authorized Signature:	
Print Name:	Adam Geller
Title:	CEO
Date:	July 7 2020
Address:	95 3rd St Fl 2
City, State, Zip Code:	San Francisco, CA 94103
Phone:	8553384362
Email Address:	info@edthena.com



June 22, 2020

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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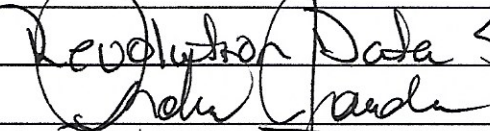
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Sincerely,


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:	Revolution Data Systems
Authorized Signature:	
Print Name:	Robin Jourdan
Title:	Accounting Manager
Date:	7/9/2020
Address:	70161 Hwy 59, Suite 6, Abita Springs, LA 70420
City, State, Zip Code:	Abita Springs, LA 70420
Phone:	985-888-0091
Email Address:	jourdan@revolutiondatasystems.com



June 22, 2020

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:	Set Solutions, Inc.
Authorized Signature:	
Print Name:	John Marler
Title:	CEO
Date:	07-14-2020
Address:	1800 West Loop South #700
City, State, Zip Code:	Houston, Texas 77027
Phone:	713-956-6600
Email Address:	jmarler@setsolutions.com



June 22, 2020

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:	SHI Government Solutions Inc.
Authorized Signature:	
Print Name:	Kristina Mann
Title:	Senior Lead Contracts Specialist
Date:	07/16/2020
Address:	3828 Pecana Trail
City, State, Zip Code:	Austin TX 78749
Phone:	888-764-8888
Email Address:	Tracey_Bieser@shi.com



June 22, 2020

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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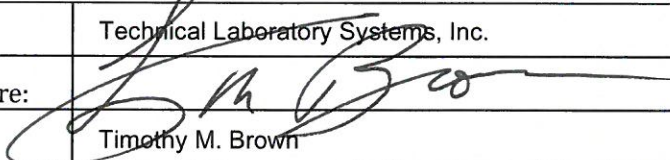
Sincerely,



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:	Technical Laboratory Systems, Inc.
Authorized Signature:	
Print Name:	Timothy M. Brown
Title:	President
Date:	7/9/2020
Address:	PO Box 218609
City, State, Zip Code:	Houston, TX 77218
Phone:	800-445-1088
Email Address:	sales@tech-labs.com



June 22, 2020

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:

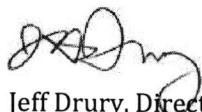
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Sincerely,



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:	Veritrust Corporation
Authorized Signature:	
Print Name:	Chris Godinich
Title:	President
Date:	7/13/2020
Address:	P.O. Box 22737
City, State, Zip Code:	Houston, TX 77227
Phone:	713-263-9000
Email Address:	Chris@veritrust.net



June 22, 2020

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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:	Waypoint Business Solutions, LLC
Authorized Signature:	
Print Name:	Paul Neyman
Title:	President
Date:	July 14, 2020
Address:	118 Vintage Park Blvd, W414,
City, State, Zip Code:	Houston, TX, 77070
Phone:	832-479-8540
Email Address:	pneyman@waypointsolutions.com



June 22, 2020

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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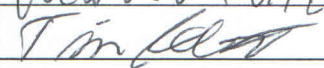
Sincerely,



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:	Web Revelation, Inc.
Authorized Signature:	
Print Name:	Tim Short
Title:	CBO
Date:	7-13-20
Address:	2319 Hall Johnson Rd Colleyville, TX 76034
City, State, Zip Code:	Colleyville, TX 76034
Phone:	817-283-3324
Email Address:	tshort@webrevelation.com



Regular Board Meeting**6.E.9.**

Meeting Date:	August 19, 2020		
Title:	Contract Renewal for 18/058KC for Educational Materials 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:	Joann Nichols, Jeff Drury, Richard Vela, Yaritza Roman, Bill Monroe and Dr. Jesus Amezcua	Facilities/Technology Approval Needed?:	None

Information**Posted Agenda Item:**

Consider Approval of a Contract Renewal option for job no. 18/058KC for Educational Materials and Related Items with the following vendors: Achieve3000 (#18/058KC-02); CEV Multimedia Ltd (#18/058KC-06); CodeMonkey Studios, Inc. (#18/058KC-08); Earlychildhood, LLC dba Discount School Supply (#18/058KC-09); Eric Armin, Inc. dba EAI Education (#18/058KC-11); Frog Street Press, LLC (#18/058KC-12); GameSalad, Inc. (#18/058KC-13); Kaplan Early Learning Company (#18/058KC-15); Lab Resources, Inc. (#18/058KC-16); Lakeshore Equipment Company dba Lakeshore Learning Materials (#18/058KC-17); Mentoring Minds, L.P. (#18/058KC-20); Nasco Education, LLC dba Nasco (#18/058KC-22); NWEA dba Northwest Evaluation Association (#18/058KC-23); OTC Brands, Inc. dba Oriental Trading Company, Inc. (#18/058KC-24); Peoples Education, Inc. dba Mastery Education (#18/058KC-25); Pitsco, Inc. (#18/058KC-26); Public Missiles, Limited (#18/058KC-27); S&S Worldwide, Inc. (#18/058KC-31); Saddleback Educational, Inc. (#18/058KC-32); School Specialty, Inc. (#18/058KC-33); Studies Weekly, Inc. (#18/058KC-34); Sundance-Newbridge, LLC (#18/058KC-35); Teacher Created Materials, Inc. (#18/058KC-36); VuTech Display Systems (#18/058KC-39), and Cox Subscriptions, Inc. dba WT Cox Information Services (#18/058KC-40) for the period 09/19/2020 through 09/18/2021.

Subject:

Choice Partners; Contract Renewal; Educational Materials and Related Items; Revenue Generating

Rationale:

The process enacted was a Request for Proposal (RFP). One thousand two hundred and eleven (1,211) invitations were extended for proposals. Ninety-five (95) responses were received of which two (2) were non-responsive, fifty-three (53) were non-awarded, and forty (40) were awarded. HCDE/Choice Partners contract no. 18/058KC 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 second (2nd) option for renewal period 09/19/2020 to 09/18/2021 for the vendors listed above in Posted Agenda Item. Anticipated revenue from contract no. 18/058KC 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

Achieve3000
CEV Multimedia
CodeMonkey Studios
Discount School Supply
EAI Education
Frog Street Press
GameSalad
Kaplan Early Learning Ctr
Lab Resources
Lakeshore Learning Materials
Mentoring Minds
Nasco
NWEA
Oriental Trading Company
Mastery Ed fka Peoples Ed
Pitsco Education
Public Missiles
S&S WorldWide
Saddleback Edu Publishing
School Specialty
Studies Weekly
Sundance-Newbridge
Teacher Created Materials
VuTech Display Systems
WT Cox Info Systems

Form Review

Inbox

Choice Partners
Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Cora Day
Final Approval Date: 07/29/2020

Reviewed By

Jeff Drury
Yaritza Roman
Bill Monroe
Jesus Amezcua

Date

07/27/2020 05:21 PM
07/28/2020 04:58 PM
07/28/2020 08:35 PM
07/29/2020 06:45 PM
Started On: 07/01/2020 11:24 AM

June 22, 2020

Subject: Contract Renewal for # 18 / 058 KC for Educational Materials 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:	Achieve3000, Inc.
Authorized Signature:	
Print Name:	Nicholas Bates
Title:	CFO
Date:	7/8/20
Address:	331 Newman Springs Road, Ste. 304
City, State, Zip Code:	Red Bank, NJ 07701
Phone:	732-367-5505
Email Address:	proposal.services@achieve3000.com



June 22, 2020

Subject: Contract Renewal for # 18/058 KC for Educational Materials and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

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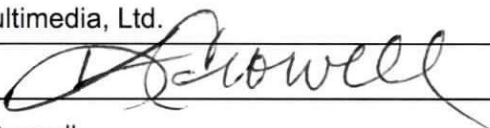
Sincerely,



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:	CEV Multimedia, Ltd.
Authorized Signature:	
Print Name:	Karen Crowell
Title:	Controller
Date:	7/13/2020
Address:	1020 SE Loop 289
City, State, Zip Code:	Lubbock, TX 79404
Phone:	800-922-9965
Email Address:	accounting@cevmultimedia.com



June 22, 2020

Subject: Contract Renewal for # 18 / 058 KC for Educational Materials 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 **September 18, 2020**. 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 **September 19, 2020**.

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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:	CodeMonkey Studios
Authorized Signature:	
Print Name:	Brett Eskelson
Title:	VP Sales
Date:	July 15, 2020
Address:	2345 Yale St. 1st Floor
City, State, Zip Code:	Palo Alto, CA 94306
Phone:	888) 299- 3294
Email Address:	support@codemonkey.com



June 22, 2020

Subject: Contract Renewal for # 18 / 058 KC for Educational Materials and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

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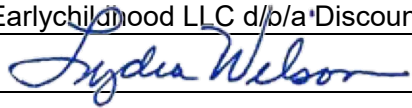
Sincerely,



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:	Earlychildhood LLC d/b/a Discount School Supply
Authorized Signature:	
Print Name:	Lydia Wilson
Title:	SrBDOR
Date:	July 14, 2020
Address:	20 Ryan Ranch, Suite 200
City, State, Zip Code:	Monterey, CA 93940
Phone:	800-836-9515
Email Address:	lwilson@discountschoolsupply.com



June 22, 2020

Subject: Contract Renewal for # 18 / 058 KC for Educational Materials and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

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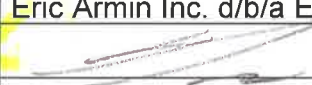
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Sincerely,


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:	Eric Armin Inc. d/b/a EAL Education
Authorized Signature:	
Print Name:	Bernard Guglberger
Title:	Vice President
Date:	7/15/20
Address:	118 Bauer Dr.
City, State, Zip Code:	Oakland NJ 07436
Phone:	800-770-8010
Email Address:	sales@eaieducation.com



June 22, 2020

Subject: Contract Renewal for # 18/058 KC for Educational Materials and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

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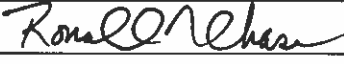
Sincerely,



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:	Frog Street Press, LLC
Authorized Signature:	
Print Name:	Ronald N. Chase
Title:	CEO
Date:	7/13/20
Address:	530 S. Nolen Dr.
City, State, Zip Code:	Southlake, Texas 76092
Phone:	(800)884-3764
Email Address:	rchase@frogstreet.com



June 22, 2020

Subject: Contract Renewal for # 18 / 058 KC for Educational Materials and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

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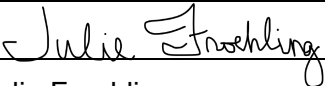
Sincerely,



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:	GameSalad, Inc.
Authorized Signature:	
Print Name:	Julie Froehling
Title:	Education Partnership Manager
Date:	7/16/2020
Address:	6836 Austin Center Blvd, Suite 165
City, State, Zip Code:	Austin, TX 78731
Phone:	844-837-8387
Email Address:	julie@gamesalad.com



June 22, 2020

Subject: Contract Renewal for # 18/058 KC for Educational Materials and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

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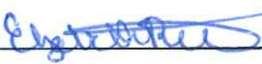
Sincerely,



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:	Kaplan Early Learning Company
Authorized Signature:	
Print Name:	Elizabeth Patterson
Title:	Associate Director of Bids/Contracts
Date:	7-6-2020
Address:	1310 Lewisville-Clemmons Rd
City, State, Zip Code:	Lewisville, NC 27023
Phone:	800-334-2014
Email Address:	bids@kaplanco.com



June 22, 2020

Subject: Contract Renewal for # 18/058 KC for Educational Materials and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

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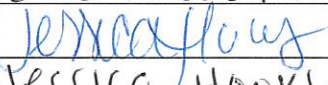
Sincerely,



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:	LCub Resources, Inc.
Authorized Signature:	
Print Name:	Jessica Hooker
Title:	Business Manager
Date:	07/01/2020
Address:	325 South Persimmon St., Ste B
City, State, Zip Code:	Tomball, TX 77375
Phone:	281-516-2200 / 888-963-2200 - toll free
Email Address:	Jessica@lab-resources.net



June 22, 2020

Subject: Contract Renewal for # 18 / 058 KC for Educational Materials and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

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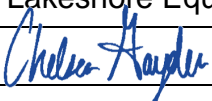
Sincerely,



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:	Lakeshore Equipment Company dba Lakeshore Learning Materials
Authorized Signature:	
Print Name:	Chelsea Gayden
Title:	Bid Analyst
Date:	7/15/2020
Address:	2695 E. Dominguez St.
City, State, Zip Code:	Carson, CA 90895
Phone:	(800) 421-5354
Email Address:	biddept@lakeshorelearning.com



June 22, 2020

Subject: Contract Renewal for # 18 / 058 KC for Educational Materials and Related Items 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:	Mentoring Minds, L.P.
Authorized Signature:	 <small>Shad Madsen (Jul 8, 2020 20:33 CDT)</small>
Print Name:	Shad A. Madsen
Title:	Chief Executive Officer
Date:	July 8, 2020
Address:	P.O. Box 8843
City, State, Zip Code:	Tyler, TX 75711
Phone:	800-585-5258
Email Address:	bids@mentoringmindscom



June 22, 2020

Subject: Contract Renewal for # 18 / 058 KC for Educational Materials and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

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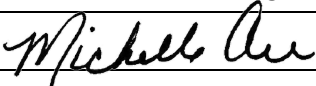
Sincerely,



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:	Nasco Education LLC
Authorized Signature:	
Print Name:	Michelle Au
Title:	Contract Sales Supervisor
Date:	7/6/2020
Address:	901 Janesville Ave
City, State, Zip Code:	Fort Atkinson, WI 53538
Phone:	800-558-9595
Email Address:	quotes@enasco.com



June 22, 2020

Subject: Contract Renewal for # 18/058 KC for Educational Materials and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

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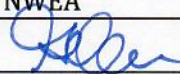
Sincerely,



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:	NWEA
Authorized Signature:	
Print Name:	Geri Cohen
Title:	Executive VP & CFO
Date:	7/10/2020
Address:	121 NW Everett Street
City, State, Zip Code:	Portland, OR 97209
Phone:	(503) 624-1951
Email Address:	proposals@nwea.org



June 22, 2020

Subject: Contract Renewal for # 18 / 058 KC for Educational Materials and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

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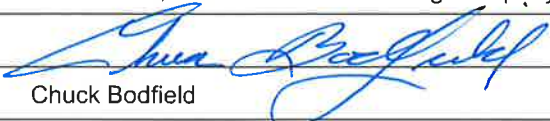
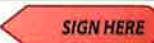
Sincerely,



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:	OTC Brands, Inc. dba Oriental Trading Company and MindWare	
Authorized Signature:		
Print Name:	Chuck Bodfield	
Title:	Sr. Operations Manager	
Date:		
Address:	4206 S 108th St.	
City, State, Zip Code:	Omaha, NE 68137-1215	
Phone:	800-228-0038	
Email Address:	npsbids@oriental.com	



June 22, 2020

Subject: Contract Renewal for # 18/058 KC for Educational Materials and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

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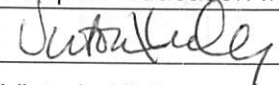
Sincerely,



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:	Peoples Education Inc. DBA Mastery Education
Authorized Signature:	
Print Name:	Victoria Kiely
Title:	VP, Sales and Marketing
Date:	7-10-2020
Address:	25 Philips Parkway, Suite 105
City, State, Zip Code:	Montvale, NJ 07645
Phone:	800-822-1080 ext. 208
Email Address:	bdexter@masteryeducation.com



June 22, 2020

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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:	Pitsco Education
Authorized Signature:	
Print Name:	Angela Watson
Title:	Bid Clerk
Date:	July 14, 2020
Address:	PO Box 1708
City, State, Zip Code:	Pittsburg, KS 66762
Phone:	800-835-0686
Email Address:	awatson@pitsco.com



June 22, 2020

Subject: Contract Renewal for # 18/058 KC for Educational Materials and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

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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.

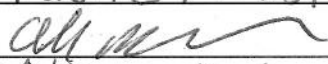
Sincerely,


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:	Public Missiles
Authorized Signature:	
Print Name:	Allison Belanger
Title:	Office Assistant
Date:	7-15-2020
Address:	6030 Paver Lane
City, State, Zip Code:	Grant twp, MI 48032
Phone:	(810) 327-1710
Email Address:	Sales@PublicMissiles.com



June 22, 2020

Subject: Contract Renewal for # 18/058 KC for Educational Materials 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 **September 18, 2020**. 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 **September 19, 2020**.

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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:	S&S WORLDWIDE
Authorized Signature:	<i>Keith A. Snow</i>
Print Name:	Keith A. Snow
Title:	Bid Analyst
Date:	7.16.2020
Address:	75 Mill St.
City, State, Zip Code:	Coldchester, CT 06415
Phone:	800.642.7354
Email Address:	bids@ssww.com



June 22, 2020

Subject: Contract Renewal for # 18 / 058 KC for Educational Materials and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

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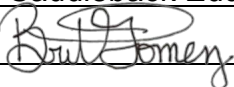
Sincerely,



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:	Saddleback Educational, Inc.
Authorized Signature:	
Print Name:	Brittany Gomez
Title:	Bids Coordinator
Date:	07/15/2020
Address:	151 Kalmus Dr, Ste J-1
City, State, Zip Code:	Costa Mesa, CA 92626
Phone:	(714) 640-5200
Email Address:	bids@sdlback.com



June 22, 2020

Subject: Contract Renewal for # 18/058 KC for Educational Materials 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:	School Specialty, Inc.
Authorized Signature:	
Print Name:	Amy Fuss
Title:	Assistant Secretary
Date:	7/9/2020
Address:	W6316 Design Drive
City, State, Zip Code:	Greenville, WI 54942
Phone:	888-388-3224
Email Address:	bidnotices@schoolspecialty.com



June 22, 2020

Subject: Contract Renewal for # 18/058 KC for Educational Materials 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 **September 18, 2020**. 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 **September 19, 2020**.

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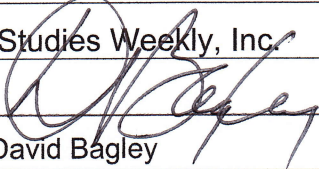
Sincerely,



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:	Studies Weekly, Inc.
Authorized Signature:	
Print Name:	David Bagley
Title:	Chief Sales Officer
Date:	7/9/2020
Address:	1140 North 1430 West
City, State, Zip Code:	Orem, Utah 84057
Phone:	866-311-8734
Email Address:	support@studiesweekly.com



June 22, 2020

Subject: Contract Renewal for # 18 / 058 KC for Educational Materials 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 **September 18, 2020**. 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 **September 19, 2020**.

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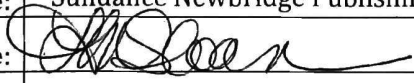
Sincerely,



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:	Sundance Newbridge Publishing
Authorized Signature:	
Print Name:	Lisa Sloan
Title:	Director of Sales Support
Date:	7/20/2020
Address:	33 Boston Post Road West, Suite 440
City, State, Zip Code:	Marlborough, MA 01752
Phone:	800-343-8204 x1806
Email Address:	lsloan@sundancepub.com



June 22, 2020

Subject: Contract Renewal for # 18 / 058 KC for Educational Materials 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:	Teacher Created Materials, Inc.
Authorized Signature:	<i>Mary Kittrelle</i>
Print Name:	Mary Kittrelle
Title:	Chief Financial Officer
Date:	07/15/2020
Address:	5482 Argosy Avenue
City, State, Zip Code:	Huntington Beach, CA 92649
Phone:	(800) 858-7339
Email Address:	customerservice@tcmpub.com



June 22, 2020

Subject: Contract Renewal for # 18 / 058 KC for Educational Materials and Related Items 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:	VuTech Display Systems
Authorized Signature:	<i>Bill Evans</i>
Print Name:	Bill Evans
Title:	District Sales Mgr
Date:	07/01/2020
Address:	3150 Walnut Bend Lane, Ste. 501
City, State, Zip Code:	Houston, TX 77042
Phone:	713 780-3361
Email Address:	info@vutechdisplaysystems.com



June 22, 2020

Subject: Contract Renewal for # 18 / 058 KC for Educational Materials and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

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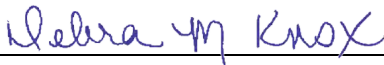
Sincerely,



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:	Cox Subscriptions, Inc. DBA WT Cox Information Services
Authorized Signature:	
Print Name:	Debra M. Knox
Title:	Director of Contract Administration
Date:	July 1, 2020
Address:	201 Village Road
City, State, Zip Code:	Shallotte, NC 28470
Phone:	800-571-9554
Email Address:	dknox@wtcox.com



Regular Board Meeting**6.E.10.****Meeting Date:** August 19, 2020**Title:** Contract renewal for 18/060JN JOC-IDIQ for All Trades**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:**

Consider Approval of a Contract Renewal option for job no. 18/060JN for JOC-IDIQ for All Trades with the following vendors: Atlas Universal Roofing, Inc. dba Atlas Universal, Inc. (#18/060JN-01); Business Flooring Specialists, LP (#18/060JN-03); Cary Services, Inc. (#18/060JN-04); Choice! Energy Services Retail LP dba Choice! Energy Management (#18/060JN-05); Cook Mechanical, Inc. (#18/060JN-06); D&G Quality Roofing, Inc. (#18/060JN-07); Dura Pier Facilities Services, Ltd dba Facilities Sources (#18/060JN-08); Foster Fence, Ltd (#18/060JN-10); Emcor-Gowan, Inc. dba Gowan, Inc. (#18/060JN-11); J.R. Jones Roofing, Inc. (#18/060JN-12); Lee Construction & Maintenance Company dba LMC Corporation (#18/060JN-13); Reliable Commercial Roofing Services, Inc. (#18/060JN-14), and Westco Ventures, LLC (#18/060JN-17) for the period 09/19/2020 through 09/18/2021.

Subject:

Choice Partners; Contract Renewal; JOC-IDIQ for All Trades; Revenue Generating

Rationale:

The process enacted was Competitive Sealed Proposals (CSP). One thousand four hundred and fifty (1,450) invitations were extended for proposals. Twenty-eight (28) responses were received of which eleven (11) were non-awarded, and seventeen (17) were awarded. HCDE/Choice Partners contract no. 18/060JN 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 second (2nd) option for renewal period 09/19/2020 to 09/18/2021 for the vendors listed above in Posted Agenda Item. Anticipated revenue from contract no. 18/060JN will be an administrative fee of two percent (2%). 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

AttachmentsAtlas Universal
Business Flooring Partners

Cary Services
Choice Energy Svs Retail
Cook Mechanical
D&G Quality Roofing
Facilities Sources
Foster Fence
Gowan
JR Jones Roofing
LMC Corporation
Reliable Comm'l Roofing
Westco Ventures

Form Review

Inbox

Choice Partners
Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Cora Day
Final Approval Date: 07/29/2020

Reviewed By

Jeff Drury
Yaritza Roman
Bill Monroe
Jesus Amezcua

Date

07/27/2020 05:24 PM
07/28/2020 01:50 PM
07/28/2020 03:41 PM
07/29/2020 06:45 PM
Started On: 07/01/2020 11:30 AM

June 22, 2020

**Subject: Contract Renewal for # 18/060 J N f o r J O C - I D I Q f o r A l l T r a d e s f o r
Harris Department of Education (HCDE)/Choice Partners Cooperative**

Dear CP Vendor Partner:

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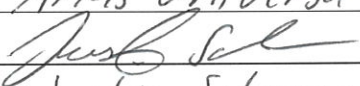
Sincerely,



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:	Atlas Universal
Authorized Signature:	
Print Name:	Justin Schoeneman
Title:	U.P.
Date:	07-09-20
Address:	735 W. Tidwell Rd.
City, State, Zip Code:	Houston
Phone:	713-695-1626
Email Address:	Justin.Schoeneman



June 22, 2020

Subject: Contract Renewal for # 18/060 J N f o r J O C - I D I Q f o r A l l T r a d e s f o r Harris Department of Education (HCDE)/Choice Partners Cooperative

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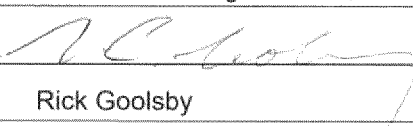
Sincerely,



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:	Business Flooring Partners, LLC
Authorized Signature:	
Print Name:	Rick Goolsby
Title:	Vice President
Date:	July 14, 2020
Address:	7222 Ertel Lane
City, State, Zip Code:	Houston, TX 77040
Phone:	713-934-9000
Email Address:	rickgoolsby@bfsflooring.com



June 22, 2020

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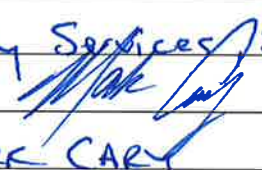
Sincerely,



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:	Cary Services Inc.
Authorized Signature:	
Print Name:	MARK CARY
Title:	Chairman / CEO
Date:	7-16-20
Address:	902 Petroleum Drive, Abilene, Tx 79602
City, State, Zip Code:	
Phone:	325-695-7283
Email Address:	MARK@CARYServices.com



June 22, 2020

Subject: Contract Renewal for # 18/060 J N f o r J O C - I D I Q f o r A l l T r a d e s f o r Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

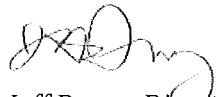
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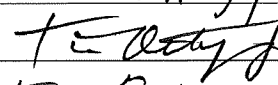
Sincerely,



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:	Choice Energy Services Retail, LP
Authorized Signature:	
Print Name:	Tim Osting
Title:	CCO
Date:	7-6-20
Address:	5151 San Felipe Suite 2050
City, State, Zip Code:	Houston, TX 77056
Phone:	(502) 498-8100
Email Address:	osting.t@choiceenergymgt.com



June 22, 2020

Subject: Contract Renewal for # 18 / 060 J N f o r J O C - I D I Q f o r A l l T r a d e s f o r 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:	Cook Mechanical Inc.
Authorized Signature:	<i>Rusty Cheves</i>
Print Name:	Rusty Cheves
Title:	Director Business Development
Date:	7-13-20
Address:	9837 Whithorn Dr
City, State, Zip Code:	Houston, Texas 77095
Phone:	832-688-8628
Email Address:	rcheves@cookmechanical.com



June 22, 2020

Subject: Contract Renewal for # 18/060 J N for J O C - I D I Q for All Trades 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, 2020**. 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 **September 19, 2020**.

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 16, 2020 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.

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:	D&G Quality Roofing, INC
Authorized Signature:	
Print Name:	Christa Weatherby
Title:	President
Date:	July 7, 2020
Address:	4305 FM 1187 suite 100
City, State, Zip Code:	Burleson, TX 76028
Phone:	817-568-8300
Email Address:	Christa@DGQRoofing.com



June 22, 2020

Subject: Contract Renewal for # 18 / 060 J N f o r J O C - I D I Q f o r A l l T r a d e s f o r Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

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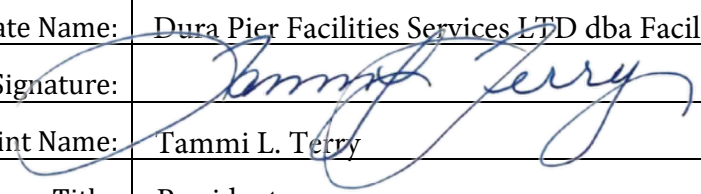
Sincerely,



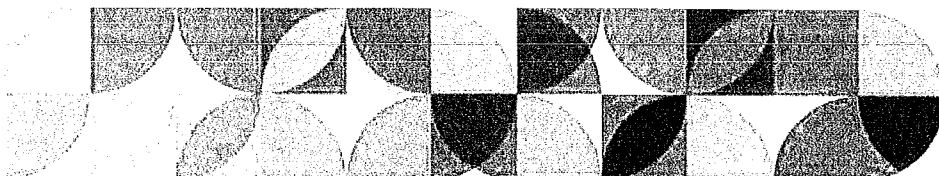
Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

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:	Dura Pier Facilities Services LTD dba Facilities Sources
Authorized Signature:	
Print Name:	Tammi L. Terry
Title:	President
Date:	July 1, 2020
Address:	P.O. Box 35008
City, State, Zip Code:	Houston, TX 77235-5008
Phone:	713-337-5700
Email Address:	tammi@facilitiesources.com





June 22, 2020

Subject: Contract Renewal for # 18/060 J N f o r J O C - I D I Q f o r A l l T r a d e s f o r 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:	Foster Fence Ltd
Authorized Signature:	
Print Name:	Trent Holloway
Title:	President
Date:	07-14-2020
Address:	16700 Beaumont Hwy
City, State, Zip Code:	Houston TX 77049
Phone:	281-456-7273
Email Address:	tholloway@fosterfence.com



June 22, 2020

Subject: Contract Renewal for # 18 / 060 J N f o r J O C - I D I Q f o r A l l T r a d e s f o r Harris Department of Education (HCDE)/Choice Partners Cooperative

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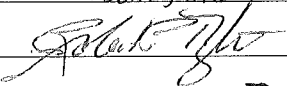
If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to cora@choicepartners.org.

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:	Gowan, Inc.
Authorized Signature:	
Print Name:	Robert Taylor
Title:	Vice President
Date:	7/10/20
Address:	5550 Airline Drive
City, State, Zip Code:	Houston, Texas 77076
Phone:	713-696-5400
Email Address:	BTaylor@gowaninc.com



June 22, 2020

Subject: Contract Renewal for # 18 / 060 J N f o r J O C - I D I Q f o r A l l T r a d e s f o r Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:


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Sincerely,



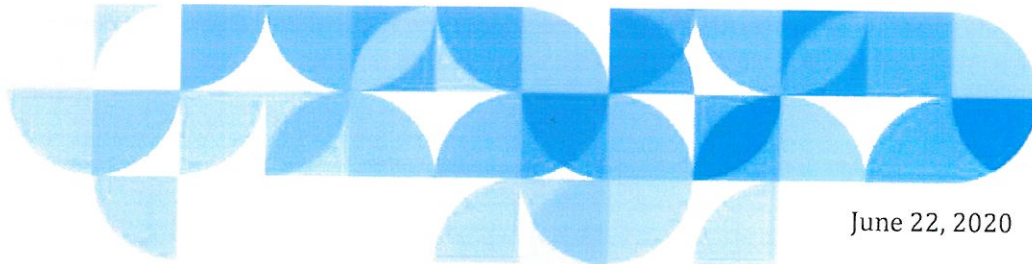
Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

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:	J.R. Jones Roofing
Authorized Signature:	
Print Name:	Earl Thomas
Title:	Vice President
Date:	07/15/2020
Address:	5511 Mitchelldale Street
City, State, Zip Code:	Houston, Texas 77092
Phone:	713-522-1600
Email Address:	bids@jrjroofing.com





June 22, 2020

**Subject: Contract Renewal for # 18/060 J N f o r J O C - I D I Q f o r A l l T r a d e s f o r
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:	LMC Corporation
Authorized Signature:	
Print Name:	Ed Wauters
Title:	Vice President of Construction and Operations
Date:	07/14/2020
Address:	9191 Winkler Dr., Ste A
City, State, Zip Code:	Houston, TX 77017
Phone:	713-947-2422
Email Address:	EWauters@LMCCorp.net



June 22, 2020

Subject: Contract Renewal for # 18 / 060 J N f o r J O C - I D I Q f o r A l l T r a d e s f o r 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:	Reliable Commercial Roofing Services, Inc.
Authorized Signature:	<i>Daniel McLaughlin</i>
Print Name:	Daniel McLaughlin
Title:	Principal
Date:	7-6-20
Address:	PO Box 1246
City, State, Zip Code:	Brookshire, TX 77423
Phone:	713.680.9700
Email Address:	dk@reliablecommercialroofing.com



June 22, 2020

Subject: Contract Renewal for # 18/060 JN for JOC-IDIQ for All Trades 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, 2020**. 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 **September 19, 2020**.

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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:	WESTCO VENTURES LLC
Authorized Signature:	
Print Name:	ANTHONY WEST
Title:	VP/GM
Date:	7/11/20
Address:	4400 S. WAYSIDE #101
City, State, Zip Code:	HOUSTON, TX 77087
Phone:	713 645 5577
Email Address:	AWEST@WESTCOVENTURES.COM



Regular Board Meeting**6.E.11.**

Meeting Date:	August 19, 2020		
Title:	Contract renewal for 19/042MJ for Disaster Mitigation Commodities/Services with Disaster Recovery JOC-IDIQ		
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:**

Consider Approval of a Contract Renewal option for job no. 19/042MJ for Disaster Mitigation Commodities/Services with Disaster Recovery JOC-IDIQ with the following vendors: BMS CAT (fka Blackmon Mooring) (#19/042MJ-01); ERC Environmental & Construction Services, Inc. dba ERC (#19/042MJ-03); Horizon International Group, LLC (#19/042MJ-05), and Texas General Contractors, Inc. (#19/042MJ-06) for the period 09/18/2020 through 09/17/2021.

Subject:

Choice Partners; Contract Renewal; Disaster Mitigation Commodities/Services with Disaster Recovery JOC-IDIQ; Revenue Generating

Rationale:

The process enacted was Competitive Sealed Proposals (CSP). Five hundred-thirteen (513) invitations were extended for proposals. Thirteen (13) responses were received of which six (6) were non-awarded, and seven (7) were awarded. HCDE/Choice Partners contract no. 19/042MJ was awarded for one (1) year from 09/18/2019 to 09/17/2020. The contract has the option for three (3) annual renewals.

HCDE/Choice Partners recommends exercising the first (1st) option for renewal period 09/18/2020 to 09/17/2021 for the vendors listed above in Posted Agenda Item. Anticipated revenue from contract no. 19/042MJ will be an administrative fee of two percent (2%). 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

BMS CAT (fka Blackmon Mooring)
ERC
Horizon Intl Group
Texas General Contractors

June 22, 2020

Subject: Contract Renewal for C S P # 1 9 / 0 4 2 M J f o r Disaster Mitigation with Restoration (JOC-IDIQ) 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 17, 2020**. 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 **September 18, 2020**.

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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:	BMS CAT, LLC
Authorized Signature:	
Print Name:	Karee Huggins
Title:	Vice President of Sales
Date:	7/7/2020
Address:	5718 Airport Freeway
City, State, Zip Code:	Haltom City, TX 76117
Phone:	877.730.1948
Email Address:	khuggins@bmecat.com



June 22, 2020

Subject: Contract Renewal for C S P # 1 9 / 0 4 2 M J f o r Disaster Mitigation with Restoration (JOC-IDIQ) 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:	ERC Environmental & Construction Services, Inc. (dba ERC)
Authorized Signature:	
Print Name:	Kommy M. Azarpour
Title:	President
Date:	07/01/2020
Address:	10801 Hammerly Blvd., Ste. 100
City, State, Zip Code:	Houston, TX 77043
Phone:	713-290-9444
Email Address:	kazarpour@erc-tx.com



June 22, 2020

**Subject: Contract Renewal for C S P # 1 9/0 42MJ f o r Disaster Mitigation with Restoration (JOC- IDIQ)
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:	Horizon International Group, LLC
Authorized Signature:	
Print Name:	Al Kashani
Title:	Vice President
Date:	16 July 2020
Address:	4204 Bellaire Blvd.
City, State, Zip Code:	Houston, TX 77025
Phone:	713.907.8050
Email Address:	AKashani@HGIUSA.com



June 22, 2020

Subject: Contract Renewal for C S P # 1 9 / 0 4 2 M J f o r Disaster Mitigation with Restoration (JOC-IDIQ) 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:	Texas General Contractors, Inc.
Authorized Signature:	Maxwell Goodgame
Print Name:	Maxwell Goodgame
Title:	President
Date:	7/14/20
Address:	4601 S. Wayside Dr.
City, State, Zip Code:	Houston, TX 77087
Phone:	713-640-2025
Email Address:	Mgoodgame@texasgeneral.com



Regular Board Meeting**6.E.12.****Meeting Date:** August 19, 2020**Title:** Assignment of Contract for 20/002KD-05 from Medisouth Inc. dba Medisouth Store to Vadii Inc. dba Medisouth Store**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:**

Consider Approval of Assignment of Contract for job no. 20/002KD-05 for Art Supplies & Related Items for 2020-2022 Supply Catalog from Medisouth, Inc. dba Medisouth Store to Vadii, Inc. dba Medisouth Store. The effective date of the Consent for Assignment is August 19, 2020.

Subject:

Choice Partners; Contract Assignment; Art Supplies & Related items for 2020-2022 Supply Catalog; Revenue Generating

Rationale:

HCDE/Choice Partners members may utilize contract 20/002KD-05 for Art Supplies & Related Items for 2020-2022 Supply Catalog from Vadii, Inc. dba Medisouth Store that is the result of an internal re-organization of Medisouth, Inc. dba Medisouth Store to form the new entity Vadii, Inc. dba Medisouth Store. 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

Assignment to Vadii

Form Review**Inbox**

Choice Partners
Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Cora Day
Final Approval Date: 07/29/2020

Reviewed By

Jeff Drury
Yaritza Roman
Bill Monroe
Jesus Amezcua

Date

07/27/2020 05:34 PM
07/28/2020 03:06 PM
07/28/2020 03:31 PM
07/29/2020 06:45 PM
Started On: 07/21/2020 07:08 PM

CONSENT TO ASSIGNMENT OF CONTRACT AND ASSIGNMENT OF CONTRACT

WHEREFORE, **Old Vendor (Medisouth Inc dba Medisouth Store)**, the current registered vendor for Contract # (20/002KD-05, 20/004KD-03, 20/006KD-02 and 20/007KD-03) ("the Contract") with Harris County Department of Education ("HCDE"), has requested permission to assign the Contract to **New Vendor (Vadii Inc dba Medisouth Store)**.

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 # (20/002KD-05, 20/004KD-03, 20/006KD-02 and 20/007KD-03), 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 not 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 21st date of July, 2020 by their duly authorized representatives.

Medisouth Inc dba Medisouth Store
(Current Company Name)

Signature

Gregory M. Stadler
Print Name

Vice President
Title

Vadii Inc dba Medisouth Store
(New Company Name)

Signature

Gregory M. Stadler
Print Name

Vice President
Title

Approved: Harris County Department of Education

Jesus Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Regular Board Meeting**6.E.13.****Meeting Date:** August 19, 2020**Title:** Assignment of Contract for 20/004KD-03 from Medisouth, Inc. dba Medisouth Store to Vadii, Inc. dba Medisouth Store**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:**

Consider Approval of Assignment of Contract for job no. 20/004KD-03 for Classroom Teaching Supplies & Related Items for 2020-2022 Supply Catalog from Medisouth, Inc. dba Medisouth Store to Vadii, Inc. dba Medisouth Store. The effective date of the Consent for Assignment is August 19, 2020.

Subject:

Choice Partners; Contract Assignment; Classroom Teaching Supplies & Related Items for 2020-2022 Supply Catalog; Revenue Generating

Rationale:

HCDE/Choice Partners members may utilize contract 20/004KD-03 for Classroom Teaching Supplies & Related items for 2020-2022 Supply Catalog from Vadii, Inc. dba Medisouth Store that is the result of an internal re-organization of Medisouth, Inc. dba Medisouth Store to form the new entity Vadii dba Medisouth Store. 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

Assignment to Vadii

Form Review**Inbox**

Choice Partners
Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Cora Day
Final Approval Date: 07/29/2020

Reviewed By

Jeff Drury
Yaritza Roman
Bill Monroe
Jesus Amezcua

Date

07/27/2020 05:22 PM
07/28/2020 03:03 PM
07/28/2020 03:34 PM
07/29/2020 06:45 PM
Started On: 07/21/2020 07:32 PM

CONSENT TO ASSIGNMENT OF CONTRACT AND ASSIGNMENT OF CONTRACT

WHEREFORE, **Old Vendor (Medisouth Inc dba Medisouth Store)**, the current registered vendor for Contract # (20/002KD-05, 20/004KD-03, 20/006KD-02 and 20/007KD-03) ("the Contract") with Harris County Department of Education ("HCDE"), has requested permission to assign the Contract to **New Vendor (Vadii Inc dba Medisouth Store)**.

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 # (20/002KD-05, 20/004KD-03, 20/006KD-02 and 20/007KD-03), 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 not 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 21st date of July, 2020 by their duly authorized representatives.

Medisouth Inc dba Medisouth Store
(Current Company Name)

Signature

Gregory M. Stadler
Print Name

Vice President
Title

Vadii Inc dba Medisouth Store
(New Company Name)

Signature

Gregory M. Stadler
Print Name

Vice President
Title

Approved: Harris County Department of Education

Jesus Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Regular Board Meeting**6.E.14.****Meeting Date:** August 19, 2020**Title:** Assignment of Contract for 20/006KD-02 from Medisouth, Inc. dba Medisouth Store to Vadii, Inc. dba Medisouth Store**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:**

Consider Approval of Assignment of Contract for job no. 20/006KD-02 for Food Service Supplies & Related Items for 2020-2022 Supply Catalog from Medisouth, Inc. dba Medisouth Store to Vadii, Inc. dba Medisouth Store. The effective date of the Consent for Assignment is August 19, 2020.

Subject:

Choice Partners; Contract Assignment; Food Service Supplies & Related Items for 2020-2022 Supply Catalog; Revenue Generating

Rationale:

HCDE/Choice Partners members may utilize contract 20/006KD-02 for Food Service Supplies & Related Items for 2020-2022 Supply Catalog from Vadii, Inc. dba Medisouth Store that is the result of an internal re-organization of Medisouth, Inc. dba Medisouth Store, to form the new entity Vadii, Inc. dba Medisouth Store. 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

Assignment to Vadii

Form Review**Inbox**

Choice Partners
Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Cora Day
Final Approval Date: 07/29/2020

Reviewed By

Jeff Drury
Yaritza Roman
Bill Monroe
Jesus Amezcua

Date

07/27/2020 05:37 PM
07/28/2020 03:02 PM
07/28/2020 03:35 PM
07/29/2020 06:45 PM
Started On: 07/21/2020 07:44 PM

CONSENT TO ASSIGNMENT OF CONTRACT AND ASSIGNMENT OF CONTRACT

WHEREFORE, **Old Vendor (Medisouth Inc dba Medisouth Store)**, the current registered vendor for Contract # (20/002KD-05, 20/004KD-03, 20/006KD-02 and 20/007KD-03) ("the Contract") with Harris County Department of Education ("HCDE"), has requested permission to assign the Contract to **New Vendor (Vadii Inc dba Medisouth Store)**.

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 # (20/002KD-05, 20/004KD-03, 20/006KD-02 and 20/007KD-03), 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 not 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 21st date of July, 2020 by their duly authorized representatives.

Medisouth Inc dba Medisouth Store
(Current Company Name)

Signature

Gregory M. Stadler
Print Name

Vice President
Title

Vadii Inc dba Medisouth Store
(New Company Name)

Signature

Gregory M. Stadler
Print Name

Vice President
Title

Approved: Harris County Department of Education

Jesus Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Regular Board Meeting**6.E.15.**

Meeting Date:	August 19, 2020		
Title:	Assignment of Contract for 20/007KD-03 from Medisouth, Inc. dba Medisouth Store to Vadii, Inc. dba Medisouth Store		
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:**

Consider Approval of Assignment of Contract for job no. 20/007KD-03 for Health/Medical Supplies & Related Items for 2020-2022 Supply Catalog from Medisouth, Inc. dba Medisouth Store to Vadii, Inc. dba Medisouth Store. The effective date of the Consent for Assignment is August 19, 2020.

Subject:

Choice Partners; Contract Assignment; Health/Medical Supplies & Related Items for 2020-2022 Supply Catalog; Revenue Generating

Rationale:

HCDE/Choice Partners members may utilize contract 20/007KD-03 for Health/Medical Supplies & Related Items for 2020-2022 Supply Catalog from Vadii, Inc. dba Medisouth Store that is the result of an internal re-organization of Medisouth, Inc. dba Medisouth Store to form the new entity Vadii, Inc. dba Medisouth Store. 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

Included in FY budget Y/N:

Included in current budget amendment Y/N:

Attachments

Assignment to Vadii

Form Review

Inbox	Reviewed By	Date
Choice Partners	Jeff Drury	07/27/2020 05:39 PM
Purchasing Alternate	Yaritza Roman	07/28/2020 02:56 PM
Purchasing	Bill Monroe	07/28/2020 03:36 PM
Assistant Superintendent - Business	Jesus Amezcua	07/29/2020 06:45 PM

CONSENT TO ASSIGNMENT OF CONTRACT AND ASSIGNMENT OF CONTRACT

WHEREFORE, **Old Vendor (Medisouth Inc dba Medisouth Store)**, the current registered vendor for Contract # (20/002KD-05, 20/004KD-03, 20/006KD-02 and 20/007KD-03) ("the Contract") with Harris County Department of Education ("HCDE"), has requested permission to assign the Contract to **New Vendor (Vadii Inc dba Medisouth Store)**.

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 # (20/002KD-05, 20/004KD-03, 20/006KD-02 and 20/007KD-03), 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 not 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 21st date of July, 2020 by their duly authorized representatives.

Medisouth Inc dba Medisouth Store
(Current Company Name)

Signature

Gregory M. Stadler
Print Name

Vice President
Title

Vadii Inc dba Medisouth Store
(New Company Name)

Signature

Gregory M. Stadler
Print Name

Vice President
Title

Approved: Harris County Department of Education

Jesus Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Regular Board Meeting**6.E.16.****Meeting Date:** August 19, 2020**Title:** Master Service Interlocal Agreement**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:**

Consider Approval of HCDE Interlocal Agreements with: Deport (City of), Deport, Texas; Central ISD, Pollok, Texas; The Metropolitan District, Hartford, Connecticut; Collierville Schools, Collierville, Tennessee; South Texas ISD, Mercedes, Texas (Signature Only); Leon County, Centerville, Texas; Apache Junction United School District, Apache Junction, Arizona; Peoria (City of), Peoria, Arizona; Queen Anne's County, Centerville, Maryland, and LifeSchool of Dallas dba Life School, Red Oak, Texas.

Subject:

HCDE Interlocal Agreement with:

Entity Name	Entity Type	City	State	Region
Deport (City of)	City	Deport	TX	07
Central ISD	School District (Outside of Harris County)	Pollok	TX	07
The Metropolitan District	Governmental	Hartford	CT	0
Collierville Schools	School District (Outside of Harris County)	Collierville	TN	0
South Texas ISD (Signature Only)	School District (Outside of Harris County)	Mercedes	TX	01
Leon County	County	Centerville	TX	06
Apache Junction United School District	School District (Outside of Harris County)	Apache Junction	AZ	0
Peoria (City of)	City	Peoria	AZ	0
Queen Anne's County (MD)	County	Centerville	MD	0
LifeSchool of Dallas dba Life School	Charter School (Out of County)	Red Oak	TX	10

Rationale:

HCDE Interlocal Agreement with:

Entity Name	Entity Type	City	State	Region
Deport (City of)	City	Deport	TX	07

Central ISD	School District (Outside of Harris County)	Pollok	TX	07
The Metropolitan District	Governmental	Hartford	CT	0
Collierville Schools	School District (Outside of Harris County)	Collierville	TN	0
South Texas ISD (Signature Only)	School District (Outside of Harris County)	Mercedes	TX	01
Leon County	County	Centerville	TX	06
Apache Junction United School District	School District (Outside of Harris County)	Apache Junction	AZ	0
Peoria (City of)	City	Peoria	AZ	0
Queen Anne's County (MD)	County	Centreville	MD	0
LifeSchool of Dallas dba Life School	Charter School (out of County)	Red Oak	TX	10

Fiscal Impact

Included in FY budget Y/N: Y

Included in current budget amendment Y/N: N

Attachments

Central ISD
 Deport (City of)
 Collierville Schools
 Metro District-Hartford
 S Texas ISD
 Leon County
 Apache Junction USD
 Peoria (City of)
 Queen Anne's County MD
 Interlocal Map

Form Review

Inbox
 Choice Partners

Reviewed By
 Jeff Drury

Date
 07/27/2020 05:39 PM

Interlocal Agreement
between Harris County Department of Education
& Central 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 Central ISD, a local governmental entity and/or political subdivision ("LGE"), located in Pollock (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

Central ISD ("LGE")
Attn: Justin Risner
Title: Superintendent
Address: 7622 US Hwy 65N
City, State, Zip: Pollack TX 75969
Phone: 936-853-9365
Email: risnerj@centralisd.com

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
- Neither Party waives any immunity afforded to it under applicable law; and
 - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

Central ISD
Name of Local Governmental Entity

Harris County Department of Education

[Signature]
Authorized Signature

Brant Lee
Printed Name

James Colbert, Jr.

Board President
Title

County School Superintendent

02.10.2020
Date

Date

Type of Local Governmental Entity (*select one*):

- ☒ School District ☐ Charter School
☐ County ☐ City/Municipality
☐ University ☐ College
☐ State Entity
☐ Governmental entity/other: _____

Interlocal Agreement
between Harris County Department of Education
& _____

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and _____, a local governmental entity and/or political subdivision (“LGE”), located in _____ (city), _____ (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope of Work.
 - A. HCDE agrees to:**
 - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
 - Provide programs and services upon LGE’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
 - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
 - B. LGE agrees to:**
 - Participate in any or all of the programs and services that HCDE offers, in LGE’s sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase order.
 - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attn: James Colbert, Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022
713-694-6300

_____ ("LGE")
Attn: _____
Title: _____
Address: _____
City, State, Zip: _____
Phone: _____
Email: _____

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
- Neither Party waives any immunity afforded to it under applicable law; and
 - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

Name of Local Governmental Entity

Harris County Department of Education

Authorized Signature

Printed Name

James Colbert, Jr.

Title

County School Superintendent

Date

Date

Type of Local Governmental Entity (*select one*):

- ☐ School District ☐ Charter School
☐ County ☐ City/Municipality
☐ University ☐ College
☐ State Entity
☐ Governmental entity/other: _____

Interlocal Contract - Interstate
Between Harris County Department of Education
& COLLIERVILLE SCHOOLS

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interstate Contract ("Contract") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas, and the COLLIERVILLE SCHOOLS ("Entity"), located in COLLIERVILLE, TENNESSEE, for the purpose of allowing Entity to purchase services under the same terms, conditions, and prices as are available to all participants of HCDE's Choice Partners cooperative.

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide programs and services in the State of Texas and to agencies of other states, pursuant to Texas Government Code § 791.011(b)(2). Both HCDE and Entity desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. Term. This Contract is effective from the date of the first signature and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause with thirty (30) days written notice. See other means of terminating the contract in Article 11, below. Any such notice shall be sent according to Article 8.
2. Agreement. The terms of this Contract shall apply and will be considered a part of any Addendum for programs and services delivered by HCDE. This Contract and the attached and incorporated Addendum, purchase orders, or exhibits, if any, contain the entire agreement of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.
3. Purpose and Scope of Work.
 - A. **HCDE:**
 - Represents that it has secured the vendor(s)' agreement to provide commodities and/or services to its non-Texas members under the terms, conditions, and prices as contracted for Texas governmental entities.
 - Represents that it has reviewed the contract(s) and determined that it complies with any and all applicable rules, regulations, and statutes applicable to competitive procurement and cooperative purchasing in the State of Texas.
 - B. **Entity:**
 - Agrees that it is Entity's responsibility to ensure that its State's rules, regulations, and statutes applicable to competitive procurement and cooperative purchasing allow Entity's participation in out-of-state contracts.
 - Agrees that it shall issue any and all purchase orders or other applicable authorizations for purchases made on its behalf to Choice Partner's vendors.
 - Agrees that it shall provide Choice Partners with a copy of any contract or purchase order based on a Choice Partners contract.

- Agrees to follow the terms and conditions of each independent contract or purchase orders for each Choice Partner vendor.
4. As is. HCDE makes this Contract available to Choice Partners participating entities “as is” and are under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the Contract for the benefit of Entity.
 5. Assignment. Neither this Contract nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
 6. Conflict of Interest. During the Term of HCDE’s service to Entity, Entity, its personnel and agents, shall not, directly or indirectly, whether for Entity’s own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
 7. Contract Amendment. This Contract shall not be altered, changed, or amended except by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.
 8. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
 Attn: James Colbert, Jr.
 County School Superintendent
 6300 Irvington Blvd.
 Houston, Texas 77022
 Phone: 713-694-6300

Entity: COLLIERVILLE SCHOOLS
 Attn: ANITA HAYS
 Title: CHIEF FINANCIAL OFFICER
 Address: 146 COLLEGE STREET
 City, State, Zip: COLLIERVILLE, TN 38017
 Phone: 901-861-7000
 Email: AHAYS@COLLIERVILLESCHOOLS.ORG

9. Relation of Parties. It is the intention of the parties that Entity is independent of HCDE and is not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and Entity or HCDE and any of Entity’s agents.
10. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide Entity these services. During the Term of Contract, Entity reserves the right to use all available resources to procure other services as needed and, in doing so, will not violate any rights of HCDE.
11. Termination. This Contract may be terminated prior to the expiration of the Term hereof as follows:
 - By Entity upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
 - By mutual written agreement of the parties, upon thirty (30) days prior notice;
 - By either party by giving thirty (30) days written notice to the other party; or
 - By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.
12. Master Contract. This Contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between HCDE and

Entity. Both parties agree to allow the Entity to use any or all of the following programs and/or services with no charge from HCDE including Choice Partners.

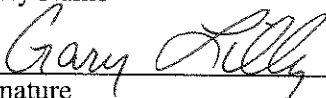
Entity agrees to adhere to the terms and conditions set forth for the programs and/or services as contracted under these programs. All other programs and/or services provided by HCDE requiring a fee will need an addendum to the approved Master Interstate Contract. The specific terms and conditions of the addendum will govern that individual contract. In the case of a conflict between the Contract and any addendum, the provisions of the addendum will govern.

13. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
14. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.
15. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

In witness whereof, HCDE and Entity have executed this Contract to be effective on the date specified in Article 1. Term above:

COLLIERVILLE SCHOOLS

Entity Name



Signature

GARY LILLY

Printed Name

SUPERINTENDENT

Title

6/25/2020

Date

Harris County Department of Education

James Colbert, Jr.

County School Superintendent

Date: _____

Interlocal Contract - Interstate
Between Harris County Department of Education
& _____

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interstate Contract ("Contract") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas, and the _____ ("Entity"), located in _____, for the purpose of allowing Entity to purchase services under the same terms, conditions, and prices as are available to all participants of HCDE's Choice Partners cooperative.

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide programs and services in the State of Texas and to agencies of other states, pursuant to Texas Government Code § 791.011(b)(2). Both HCDE and Entity desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. **Term.** This Contract is effective from the date of the first signature and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause with thirty (30) days written notice. See other means of terminating the contract in Article 11, below. Any such notice shall be sent according to Article 8.
2. **Agreement.** The terms of this Contract shall apply and will be considered a part of any Addendum for programs and services delivered by HCDE. This Contract and the attached and incorporated Addendum, purchase orders, or exhibits, if any, contain the entire agreement of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.
3. **Purpose and Scope of Work.**
 - A. HCDE:**
 - Represents that it has secured the vendor(s)' agreement to provide commodities and/or services to its non-Texas members under the terms, conditions, and prices as contracted for Texas governmental entities.
 - Represents that it has reviewed the contract(s) and determined that it complies with any and all applicable rules, regulations, and statutes applicable to competitive procurement and cooperative purchasing in the State of Texas.
 - B. Entity:**
 - Agrees that it is Entity's responsibility to ensure that its State's rules, regulations, and statutes applicable to competitive procurement and cooperative purchasing allow Entity's participation in out-of-state contracts.
 - Agrees that it shall issue any and all purchase orders or other applicable authorizations for purchases made on its behalf to Choice Partner's vendors.
 - Agrees that it shall provide Choice Partners with a copy of any contract or purchase order based on a Choice Partners contract.

- Agrees to follow the terms and conditions of each independent contract or purchase orders for each Choice Partner vendor.
4. As is. HCDE makes this Contract available to Choice Partners participating entities “as is” and are under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the Contract for the benefit of Entity.
 5. Assignment. Neither this Contract nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
 6. Conflict of Interest. During the Term of HCDE’s service to Entity, Entity, its personnel and agents, shall not, directly or indirectly, whether for Entity’s own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
 7. Contract Amendment. This Contract shall not be altered, changed, or amended except by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.
 8. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
 Attn: James Colbert, Jr.
 County School Superintendent
 6300 Irvington Blvd.
 Houston, Texas 77022
 Phone: 713-694-6300

Entity: _____
 Attn: _____
 Title: _____
 Address: _____
 City, State, Zip: _____
 Phone: _____
 Email: _____

9. Relation of Parties. It is the intention of the parties that Entity is independent of HCDE and is not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and Entity or HCDE and any of Entity’s agents.
10. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide Entity these services. During the Term of Contract, Entity reserves the right to use all available resources to procure other services as needed and, in doing so, will not violate any rights of HCDE.
11. Termination. This Contract may be terminated prior to the expiration of the Term hereof as follows:
 - By Entity upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
 - By mutual written agreement of the parties, upon thirty (30) days prior notice;
 - By either party by giving thirty (30) days written notice to the other party; or
 - By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.
12. Master Contract. This Contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between HCDE and

Entity. Both parties agree to allow the Entity to use any or all of the following programs and/or services with no charge from HCDE including Choice Partners.

Entity agrees to adhere to the terms and conditions set forth for the programs and/or services as contracted under these programs. All other programs and/or services provided by HCDE requiring a fee will need an addendum to the approved Master Interstate Contract. The specific terms and conditions of the addendum will govern that individual contract. In the case of a conflict between the Contract and any addendum, the provisions of the addendum will govern.

13. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
14. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.
15. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

In witness whereof, HCDE and Entity have executed this Contract to be effective on the date specified in Article 1. Term above:

_____	Harris County Department of Education
Entity Name	
_____	_____
Signature	
_____	James Colbert, Jr.
Printed Name	
_____	County School Superintendent
Title	
_____	Date: _____
Date	

Interlocal Agreement
between Harris County Department of Education
& South Texas 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 South Texas ISD, a local governmental entity and/or political subdivision ("LGE"), located in Mercedes (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

South Texas ISD _____ ("LGE")
Attn: Marla R. Knaub
Title: Assistant Superintendent for Finance
Address: 100 Med High Drive
City, State, Zip: Mercedes, TX 78570
Phone: 956-565-2454
Email: marla.knaub@stisd.net

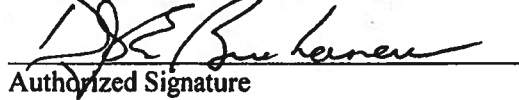
15. **Relation of Parties.** It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. **Non-Exclusivity of Services.** Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. **Disclaimer.** HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. **Limitation of Liability.** Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
- Neither Party waives any immunity afforded to it under applicable law; and
 - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. **Severability.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. **No Waiver.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. **Benefit for Signatory Parties Only.** Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. **Authorization.** Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. **Term** above:

South Texas ISD

Name of Local Governmental Entity



Authorized Signature

Douglas Buchanan

Printed Name

Board President

Title

June 23, 2020

Date

Harris County Department of Education

James Colbert, Jr.

County School Superintendent

Date

Type of Local Governmental Entity (*select one*):

- | | |
|---|--|
| <input checked="" type="checkbox"/> School District | <input type="checkbox"/> Charter School |
| <input type="checkbox"/> County | <input type="checkbox"/> City/Municipality |
| <input type="checkbox"/> University | <input type="checkbox"/> College |
| <input type="checkbox"/> State Entity | |
| <input type="checkbox"/> Governmental entity/other: _____ | |

Interlocal Agreement
between Harris County Department of Education
& COUNTY OF LEON

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 COUNTY OF LEON, a local governmental entity and/or political subdivision ("LGE"), located in CENTERVILLE (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

COUNTY OF LEON _____ ("LGE")
Attn: MELISSA B. ABNEY
Title: COUNTY AUDITOR
Address: PO BOX 898
City, State, Zip: CENTERVILLE, TX 75833
Phone: 903-536-2709
Email: melissa.abney@co.leon.tx.us

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:

COUNTY OF LEON

Name of Local Governmental Entity


Authorized Signature

BYRON RYDER

Printed Name

COUNTY JUDGE

Title

7-13-20

Date

Harris County Department of Education

James Colbert, Jr.

County School Superintendent

Date

Type of Local Governmental Entity (*select one*):

- | | |
|---|--|
| <input type="checkbox"/> School District | <input type="checkbox"/> Charter School |
| <input checked="" type="checkbox"/> County | <input type="checkbox"/> City/Municipality |
| <input type="checkbox"/> University | <input type="checkbox"/> College |
| <input type="checkbox"/> State Entity | |
| <input type="checkbox"/> Governmental entity/other: _____ | |

Interlocal Contract - Interstate
Between Harris County Department of Education
& Apache Junction Unified School District

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interstate Contract ("Contract") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas, and the Apache Junction Unified School District ("Entity"), located in Apache Junction, AZ, for the purpose of allowing Entity to purchase services under the same terms, conditions, and prices as are available to all participants of HCDE's Choice Partners cooperative.

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide programs and services in the State of Texas and to agencies of other states, pursuant to Texas Government Code § 791.011(b)(2). Both HCDE and Entity desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. Term. This Contract is effective from the date of the first signature and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause with thirty (30) days written notice. See other means of terminating the contract in Article 11, below. Any such notice shall be sent according to Article 8.
2. Agreement. The terms of this Contract shall apply and will be considered a part of any Addendum for programs and services delivered by HCDE. This Contract and the attached and incorporated Addendum, purchase orders, or exhibits, if any, contain the entire agreement of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.
3. Purpose and Scope of Work.
 - A. **HCDE:**
 - Represents that it has secured the vendor(s)' agreement to provide commodities and/or services to its non-Texas members under the terms, conditions, and prices as contracted for Texas governmental entities.
 - Represents that it has reviewed the contract(s) and determined that it complies with any and all applicable rules, regulations, and statutes applicable to competitive procurement and cooperative purchasing in the State of Texas.
 - B. **Entity:**
 - Agrees that it is Entity's responsibility to ensure that its State's rules, regulations, and statutes applicable to competitive procurement and cooperative purchasing allow Entity's participation in out-of-state contracts.
 - Agrees that it shall issue any and all purchase orders or other applicable authorizations for purchases made on its behalf to Choice Partner's vendors.
 - Agrees that it shall provide Choice Partners with a copy of any contract or purchase order based on a Choice Partners contract.

- Agrees to follow the terms and conditions of each independent contract or purchase orders for each Choice Partner vendor.
4. As is. HCDE makes this Contract available to Choice Partners participating entities “as is” and are under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the Contract for the benefit of Entity.
 5. Assignment. Neither this Contract nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
 6. Conflict of Interest. During the Term of HCDE’s service to Entity, Entity, its personnel and agents, shall not, directly or indirectly, whether for Entity’s own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
 7. Contract Amendment. This Contract shall not be altered, changed, or amended except by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.
 8. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
 Attn: James Colbert, Jr.
 County School Superintendent
 6300 Irvington Blvd.
 Houston, Texas 77022
 Phone: 713-694-6300

Entity: Apache Junction Unified School District
 Attn: Cheryl Williamson
 Title: Buyer
 Address: 1575 W. Southern Ave., Suite 1
 City, State, Zip: Apache Junction, AZ 85120
 Phone: 480-982-1110 ext 2224
 Email: cwilliam@goaj.org

9. Relation of Parties. It is the intention of the parties that Entity is independent of HCDE and is not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and Entity or HCDE and any of Entity’s agents.
10. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide Entity these services. During the Term of Contract, Entity reserves the right to use all available resources to procure other services as needed and, in doing so, will not violate any rights of HCDE.
11. Termination. This Contract may be terminated prior to the expiration of the Term hereof as follows:
 - By Entity upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
 - By mutual written agreement of the parties, upon thirty (30) days prior notice;
 - By either party by giving thirty (30) days written notice to the other party; or
 - By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.
12. Master Contract. This Contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between HCDE and

Entity. Both parties agree to allow the Entity to use any or all of the following programs and/or services with no charge from HCDE including Choice Partners.

Entity agrees to adhere to the terms and conditions set forth for the programs and/or services as contracted under these programs. All other programs and/or services provided by HCDE requiring a fee will need an addendum to the approved Master Interstate Contract. The specific terms and conditions of the addendum will govern that individual contract. In the case of a conflict between the Contract and any addendum, the provisions of the addendum will govern.

13. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
14. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.
15. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

In witness whereof, HCDE and Entity have executed this Contract to be effective on the date specified in Article 1. Term above:

Apache Junction USD

Entity Name


Signature

Cheryl Williamson

Printed Name

Buyer

Title

7/6/2020

Date

Harris County Department of Education

James Colbert, Jr.

County School Superintendent

Date: _____

Interlocal Contract - Interstate
Between Harris County Department of Education
& _____

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interstate Contract ("Contract") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas, and the _____ ("Entity"), located in _____, for the purpose of allowing Entity to purchase services under the same terms, conditions, and prices as are available to all participants of HCDE's Choice Partners cooperative.

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide programs and services in the State of Texas and to agencies of other states, pursuant to Texas Government Code § 791.011(b)(2). Both HCDE and Entity desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. Term. This Contract is effective from the date of the first signature and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause with thirty (30) days written notice. See other means of terminating the contract in Article 11, below. Any such notice shall be sent according to Article 8.
2. Agreement. The terms of this Contract shall apply and will be considered a part of any Addendum for programs and services delivered by HCDE. This Contract and the attached and incorporated Addendum, purchase orders, or exhibits, if any, contain the entire agreement of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.
3. Purpose and Scope of Work.
 - A. HCDE:**
 - Represents that it has secured the vendor(s)' agreement to provide commodities and/or services to its non-Texas members under the terms, conditions, and prices as contracted for Texas governmental entities.
 - Represents that it has reviewed the contract(s) and determined that it complies with any and all applicable rules, regulations, and statutes applicable to competitive procurement and cooperative purchasing in the State of Texas.
 - B. Entity:**
 - Agrees that it is Entity's responsibility to ensure that its State's rules, regulations, and statutes applicable to competitive procurement and cooperative purchasing allow Entity's participation in out-of-state contracts.
 - Agrees that it shall issue any and all purchase orders or other applicable authorizations for purchases made on its behalf to Choice Partner's vendors.
 - Agrees that it shall provide Choice Partners with a copy of any contract or purchase order based on a Choice Partners contract.

- Agrees to follow the terms and conditions of each independent contract or purchase orders for each Choice Partner vendor.
4. As is. HCDE makes this Contract available to Choice Partners participating entities “as is” and are under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the Contract for the benefit of Entity.
 5. Assignment. Neither this Contract nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
 6. Conflict of Interest. During the Term of HCDE’s service to Entity, Entity, its personnel and agents, shall not, directly or indirectly, whether for Entity’s own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
 7. Contract Amendment. This Contract shall not be altered, changed, or amended except by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.
 8. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
 Attn: James Colbert, Jr.
 County School Superintendent
 6300 Irvington Blvd.
 Houston, Texas 77022
 Phone: 713-694-6300

Entity: _____
 Attn: _____
 Title: _____
 Address: _____
 City, State, Zip: _____
 Phone: _____
 Email: _____

9. Relation of Parties. It is the intention of the parties that Entity is independent of HCDE and is not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and Entity or HCDE and any of Entity’s agents.
10. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide Entity these services. During the Term of Contract, Entity reserves the right to use all available resources to procure other services as needed and, in doing so, will not violate any rights of HCDE.
11. Termination. This Contract may be terminated prior to the expiration of the Term hereof as follows:
 - By Entity upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
 - By mutual written agreement of the parties, upon thirty (30) days prior notice;
 - By either party by giving thirty (30) days written notice to the other party; or
 - By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.
12. Master Contract. This Contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between HCDE and

Entity. Both parties agree to allow the Entity to use any or all of the following programs and/or services with no charge from HCDE including Choice Partners.

Entity agrees to adhere to the terms and conditions set forth for the programs and/or services as contracted under these programs. All other programs and/or services provided by HCDE requiring a fee will need an addendum to the approved Master Interstate Contract. The specific terms and conditions of the addendum will govern that individual contract. In the case of a conflict between the Contract and any addendum, the provisions of the addendum will govern.

13. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
14. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.
15. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

In witness whereof, HCDE and Entity have executed this Contract to be effective on the date specified in Article 1. Term above:

_____	Harris County Department of Education
Entity Name	
_____	_____
Signature	
_____	James Colbert, Jr.
Printed Name	
_____	County School Superintendent
Title	
_____	Date: _____
Date	

Interlocal Contract - Interstate
Between Harris County Department of Education
& Queen Anne's County, MD

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interstate Contract ("Contract") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas, and the Queen Anne's County, MD ("Entity"), located in Maryland, for the purpose of allowing Entity to purchase services under the same terms, conditions, and prices as are available to all participants of HCDE's Choice Partners cooperative.

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide programs and services in the State of Texas and to agencies of other states, pursuant to Texas Government Code § 791.011(b)(2). Both HCDE and Entity desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. **Term.** This Contract is effective from the date of the first signature and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause with thirty (30) days written notice. See other means of terminating the contract in Article 11, below. Any such notice shall be sent according to Article 8.
2. **Agreement.** The terms of this Contract shall apply and will be considered a part of any Addendum for programs and services delivered by HCDE. This Contract and the attached and incorporated Addendum, purchase orders, or exhibits, if any, contain the entire agreement of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.
3. **Purpose and Scope of Work.**
 - A. HCDE:**
 - Represents that it has secured the vendor(s)' agreement to provide commodities and/or services to its non-Texas members under the terms, conditions, and prices as contracted for Texas governmental entities.
 - Represents that it has reviewed the contract(s) and determined that it complies with any and all applicable rules, regulations, and statutes applicable to competitive procurement and cooperative purchasing in the State of Texas.
 - B. Entity:**
 - Agrees that it is Entity's responsibility to ensure that its State's rules, regulations, and statutes applicable to competitive procurement and cooperative purchasing allow Entity's participation in out-of-state contracts.
 - Agrees that it shall issue any and all purchase orders or other applicable authorizations for purchases made on its behalf to Choice Partner's vendors.
 - Agrees that it shall provide Choice Partners with a copy of any contract or purchase order based on a Choice Partners contract.

- Agrees to follow the terms and conditions of each independent contract or purchase orders for each Choice Partner vendor.
4. As is. HCDE makes this Contract available to Choice Partners participating entities “as is” and are under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the Contract for the benefit of Entity.
 5. Assignment. Neither this Contract nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
 6. Conflict of Interest. During the Term of HCDE’s service to Entity, Entity, its personnel and agents, shall not, directly or indirectly, whether for Entity’s own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
 7. Contract Amendment. This Contract shall not be altered, changed, or amended except by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.
 8. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
 Attn: James Colbert, Jr.
 County School Superintendent
 6300 Irvington Blvd.
 Houston, Texas 77022
 Phone: 713-694-6300

Entity: Queen Anne's County, MD
 Attn: Megan DelGaudio
 Title: IT Manager
 Address: 110 Vincit Street, Suite 100
 City, State, Zip: Centreville, MD 21617
 Phone: 4107586607
 Email: mdelgaudio@qac.org

9. Relation of Parties. It is the intention of the parties that Entity is independent of HCDE and is not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and Entity or HCDE and any of Entity’s agents.
10. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide Entity these services. During the Term of Contract, Entity reserves the right to use all available resources to procure other services as needed and, in doing so, will not violate any rights of HCDE.
11. Termination. This Contract may be terminated prior to the expiration of the Term hereof as follows:
 - By Entity upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
 - By mutual written agreement of the parties, upon thirty (30) days prior notice;
 - By either party by giving thirty (30) days written notice to the other party; or
 - By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.
12. Master Contract. This Contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between HCDE and

Entity. Both parties agree to allow the Entity to use any or all of the following programs and/or services with no charge from HCDE including Choice Partners.

Entity agrees to adhere to the terms and conditions set forth for the programs and/or services as contracted under these programs. All other programs and/or services provided by HCDE requiring a fee will need an addendum to the approved Master Interstate Contract. The specific terms and conditions of the addendum will govern that individual contract. In the case of a conflict between the Contract and any addendum, the provisions of the addendum will govern.

13. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
14. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.
15. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

In witness whereof, HCDE and Entity have executed this Contract to be effective on the date specified in Article 1. Term above:

Queen Anne's County, MD

Entity Name

Signature

Megan DelGaudio

Printed Name

IT Manager

Title

07/17/2020

Date

Harris County Department of Education

James Colbert, Jr.

County School Superintendent

Date: _____

Interlocal Agreement
between Harris County Department of Education
& _____

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and _____, a local governmental entity and/or political subdivision (“LGE”), located in _____ (city), _____ (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope of Work.
 - A. HCDE agrees to:**
 - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
 - Provide programs and services upon LGE’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
 - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
 - B. LGE agrees to:**
 - Participate in any or all of the programs and services that HCDE offers, in LGE’s sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase order.
 - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attn: James Colbert, Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022
713-694-6300

_____ (“LGE”)
Attn: _____
Title: _____
Address: _____
City, State, Zip: _____
Phone: _____
Email: _____

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
- Neither Party waives any immunity afforded to it under applicable law; and
 - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

Name of Local Governmental Entity

Harris County Department of Education

Authorized Signature

Printed Name

James Colbert, Jr.

Title

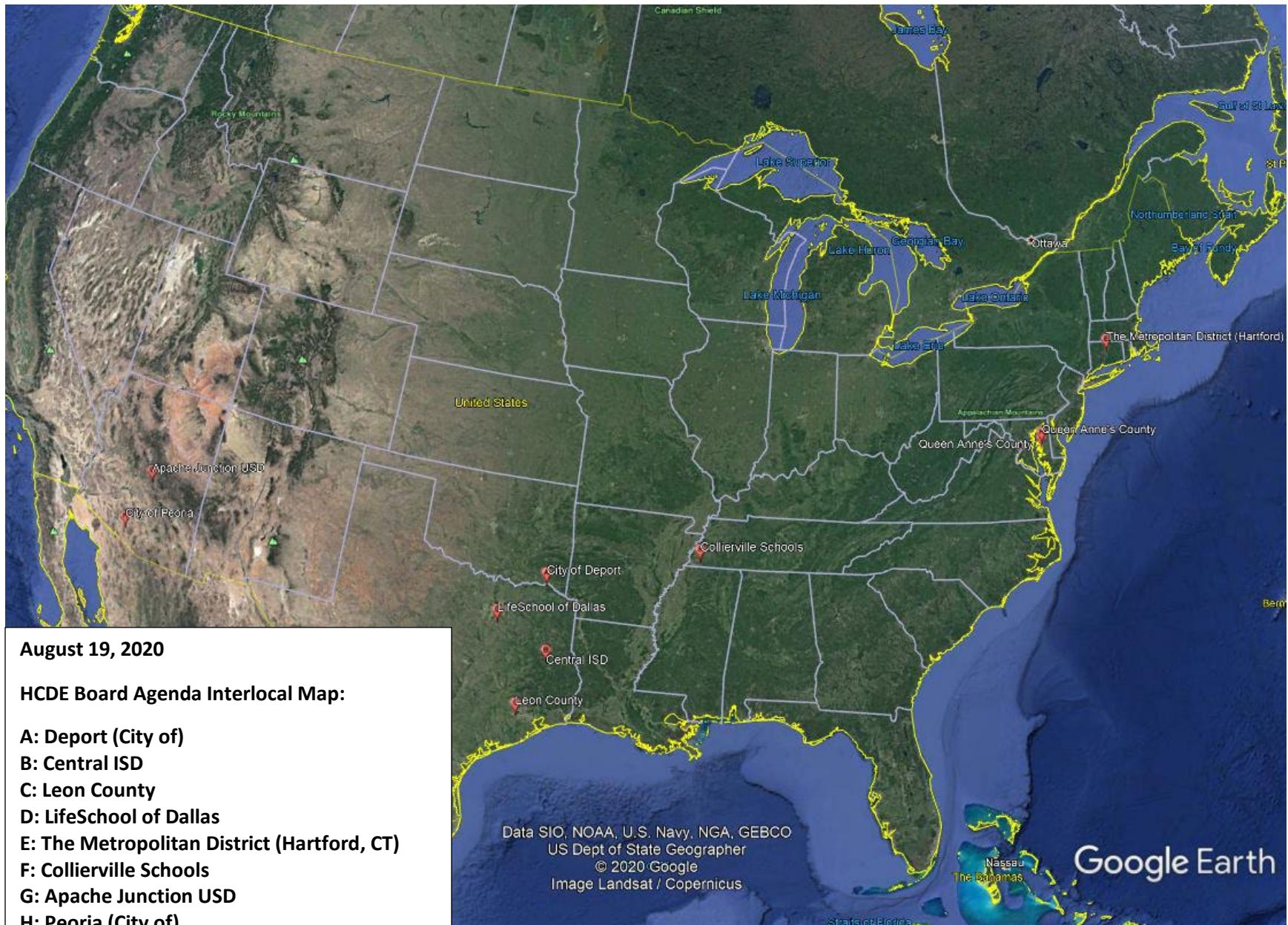
County School Superintendent

Date

Date

Type of Local Governmental Entity (*select one*):

- ☐ School District ☐ Charter School
☐ County ☐ City/Municipality
☐ University ☐ College
☐ State Entity
☐ Governmental entity/other: _____



Regular Board Meeting**6.F.1.****Meeting Date:** August 19, 2020**Title:** Renewal option for Job No. 19/050IA Contracted Services for TLC**Submitted For:** Bill Monroe, Purchasing**Submitted By:** Inga Ash**Recommended Action:** Approve**HCDE Goal(s):**
2. Deliver value responsibly
4. Provide cost savings by leveraging tax dollars**Additional Resource Personnel:** Dr. Jesus J. Amezcua, Bill Mornoe, Inga Ash**Facilities/Technology Approval Needed?:**

Information**Posted Agenda Item:**

Consider approval of renewal option 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: PrepForward, for the period of 9/01/2020 through 8/31/2021.

Subject:

Contracted Services for the Teaching Learning Center

Rationale:

Consider approval of renewal option for job no. 19/050IA for Contracted Services for the Teaching Learning Center for the period of 9/1/2020 through 8/31/2021 .

- PrepForward

The contract period shall be for from 9/01/2020 through 8/31/2021.

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: 08/04/2020

Reviewed By

Bill Monroe
Jesus Amezcua

Date

08/04/2020 10:53 AM
08/04/2020 11:55 PM
Started On: 08/03/2020 10:59 PM

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER – CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
- 2) All statements, information, and representations prepared and submitted in response to this contract renewal request are current, complete, true, and accurate.
- 3) It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
- 4) It shall be bound by all statements, representations, warranties, and guarantees made in the original proposal and the updated terms and conditions.
- 5) That all of the requirements of this contract renewal have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted.
- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	PrepForward		
AUTHORIZED SIGNATURE:	<i>Mary Stephens</i>		
PRINT NAME:	Mary Stephens		
TITLE:	CEO		
DATE:	7/25/2020		
ADDRESS:	1 Pequot Rd		
CITY, STATE, ZIP CODE:	Wayland, MA 01778		
PHONE:	617-299-6835	FAX:	
EMAIL ADDRESS:	mary@prepforward.com		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:

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

Approval Date

Regular Board Meeting**6.F.2.****Meeting Date:** August 19, 2020**Title:** Renewal options for job no. 17/046MR Playground Equipment and Supplies**Submitted For:** Bill Monroe, Purchasing**Submitted By:** Inga Ash**Recommended Action:** Approve**HCDE Goal(s):** 2. Deliver value responsibly
4. Provide cost savings by leveraging tax dollars**Additional Resource Personnel:** Venetia Peacock, Dr. Jesus Amezcua, Bill Monroe, Inga Ash**Facilities/Technology Approval Needed?:** None

Information**Posted Agenda Item:**

Consider ratification and approval of renewal options for job no. 17/046MR for Playground Equipment and Supplies with the following vendors: Adventure Playground Systems, and Kaplan Early Learning Company for the period of 08/16/2020 through 08/15/2021.

Subject:

Head Start, Purchasing, Playground Equipment

Rationale:

Consider ratification and approval of renewal options for job no. 17/046MR for Playground Equipment and Supplies with the following vendors for the period of 08/16/2020 through 08/15/2021

- Adventure Playground Systems
- Kaplan Early Learning Company

Contract is in accordance with Texas Education Code 44.031.

Fiscal Impact**Attachments**

Kaplan execution of offer
Exection of Offer 2

Form Review**Inbox**

Purchasing
Assistant Superintendent - Business
Form Started By: Inga Ash
Final Approval Date: 08/04/2020

Reviewed By

Bill Monroe
Jesus Amezcua

Date

08/04/2020 11:07 AM
08/04/2020 11:55 PM
Started On: 08/03/2020 10:23 PM

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER – CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
- 2) All statements, information, and representations prepared and submitted in response to this contract renewal request are current, complete, true, and accurate.
- 3) It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
- 4) It shall be bound by all statements, representations; warranties, and guarantees made in the original proposal and the updated terms and conditions.
- 5) That all of the requirements of this contract renewal have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted.
- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	Kaplan Early Learning Company		
AUTHORIZED SIGNATURE:			
PRINT NAME:	Elizabeth Patterson		
TITLE:	Associate Director of Bids/Contracts		
DATE:	7-29-2020		
ADDRESS:	1310 Lewisville-Clemmons Rd		
CITY, STATE, ZIP CODE:	Lewisville, NC 27023		
PHONE:	800-334-2014	FAX:	888-590-5806
EMAIL ADDRESS:	playground@kaplanco.com		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:

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

Approval Date

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER – CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
- 2) All statements, information, and representations prepared and submitted in response to this contract renewal request are current, complete, true, and accurate.
- 3) It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
- 4) It shall be bound by all statements, representations, warranties, and guarantees made in the original proposal and the updated terms and conditions.
- 5) That all of the requirements of this contract renewal have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted.
- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	Adventure Playground Systems, Inc.		
AUTHORIZED SIGNATURE:	<i>Kimberly Griffin</i>		
PRINT NAME:	Kimberly Griffin		
TITLE:	Accounting Director		
DATE:	7/29/2020		
ADDRESS:	10845 Church Lane		
CITY, STATE, ZIP CODE:	Houston, TX 77043		
PHONE:	713-935-9684	FAX:	713-935-9633
EMAIL ADDRESS:	Kimberly@APSPlay.com		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:

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

Approval Date

Regular Board Meeting**6.F.3.**

Meeting Date:	August 19, 2020		
Title:	Contract Award for Job No. 20/049IA Contracted Services for TLC		
Submitted For:	Bill Monroe, Purchasing	Submitted By:	Inga Ash
Recommended Action:	Approve	HCDE Goal(s):	2. Deliver value responsibly 4. Provide cost savings by leveraging tax dollars
Additional Resource Personnel:	Dr. Jesus J. Amezcua, Bill Mornoe, Inga Ash	Facilities/Technology Approval Needed?:	

Information**Posted Agenda Item:**

Contract award for job no. 20/049IA - Contracted Services for the Teaching and Learning Center to the proposers offering the best value to HCDE and meeting the specifications outlined in the proposal: Happy Chapters, LLC, Konnecting the Dots, Lakeshore Learning Materials, LaVondia Menephee, s3strategies, UP Educational Consulting, Writers in the Schools, and Young Audiences, Inc. of Houston for the period of 9/01/2020 through 8/31/2021, with an option to renew annually for up to (4) additional years, (subject to annual appropriations of funding).

Subject:

Contracted Services for the Teaching and Learning Center

Rationale:

The purpose of this proposal is to acquire **Contracted Services for the Teaching and Learning Center**. A total of 642 invitations were sent through the HCDE eBid System of which 16 responses were received; all were evaluated and scored (see attached evaluation summary). Eight (8) vendors did not meet the minimum required score of 70. The following vendors are being recommended for an award:

- Happy Chapters, LLC
- Konnecting the Dots
- Lakeshore Learning Materials
- LaVondia Menephee
- s3strategies
- UP Educational Consulting
- Writers in the Schools
- Young Audiences, Inc. of Houston

Received and Evaluated	16
Recommended for an award	8
Non-recommendation	8

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 one (1) year from 9/01/2020 through 8/31/2021, with an option to renew annually for up to (4) additional years, (subject to annual appropriations of funding).

Contract is in accordance with Texas Education Code 44.031.

Fiscal Impact**Attachments**

Board Recommendation
EC Form
Evaluation Summary
Participation Detail

Form Review**Inbox**

Purchasing
Assistant Superintendent - Business
Form Started By: Inga Ash
Final Approval Date: 08/02/2020

Reviewed By

Bill Monroe
Jesus Amezcua

Date

07/30/2020 08:52 AM
08/02/2020
Started On: 07/28/2020 10:04 PM



**Harris County Department of Education
Business Office /Purchasing Division
Job (Bid-Proposal) **Recommendation Form**
Program Review**

[This form is used to document due diligence by Recommendation Committee]

To: Purchasing Division

From: Recommendation Committee

**Frances Watson-Hester
Errica Dotson-Hooper
Kendra Jackson
Colina Poullard**

Job (Bid or RFQ#) and Name: 20/049IA Contracted Services for Teaching Learning Center

Board Meeting Date: August 19, 2020

Date: July 23, 2020

Procurement Requirements Available:

Check One

<input type="checkbox"/>	Under \$2,500 (Requires Division Director and Asst Supt. Approval)
<input type="checkbox"/>	From \$2,500 to \$25,000 (Requires Buyer, Purchasing Director/CFO Approval)
<input checked="" type="checkbox"/>	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. 20/049IA

This RFP was advertised to acquire Contracted Services for Teaching Learning Center.

Invitation to propose were sent to 642 vendors. HCDE received 16 responses and 8 vendors are being recommended for an award.

The following vendors are being recommended for an award beginning September 1, 2020:

- Happy Chapters, LLC
- Konnecting the Dots
- Lakeshore Learning Materials
- LaVondia Menephee
- S3strategies
- UP Educational Consulting
- Writers in the Schools
- Young Audiences, Inc. of Houston



**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 – Purchasing Coordinator

Job- Bid or RFP# and Name: 20/049IA Contracted Services for Teaching and Learning Center

Board Meeting Date: August 19, 2020

Date: July 23, 2020

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)

Evaluation Summary - 20/0491A Contracted Services for TLC	Weighted Valued	Cognia		Ensemble Learning	Happy Chapters, LLC		Konnecting the Dots	Lakeshore Learning	LaVondia Menephee					UP Educational Consulting			Young Audiences, Inc. of Houston
		E3 Alliance				Intervene				NO EGO	s3strategies	Table SALT Group	Teachstone Training	Winning Mindset	Writers in the Schools		
Price	20	10.00	10.00	15.00	18.00	5.00	18.00	18.00	18.00	10.00	18.00	10.00	10.00	18.00	10.00	18.00	18.00
Reputation of Consultant and Consultant's goods and/or service	25	12.00	15.00	13.00	18.00	10.00	17.00	22.00	20.00	12.00	18.00	12.00	12.00	20.00	12.00	20.00	20.00
Quality of Consultant's goods and/or services	25	10.00	16.00	15.00	20.00	10.00	15.00	23.00	22.00	12.00	20.00	13.00	13.00	20.00	15.00	20.00	22.00
Extent to which the goods and/or services meet HCDE needs	25	15.00	16.00	17.00	20.00	5.00	15.00	23.00	23.00	10.00	20.00	13.00	12.00	20.00	15.00	22.00	23.00
Vendor's past relationship with HCDE	5	0.00	0.00	0.00	2.00	0.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	0.00	5.00	5.00
Impact on Historically Underutilized Businesses	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	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	0.00	0.00	0.00	0.00	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	0.00	0.00	0.00	0.00	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	100	47.00	57.00	60.00	78.00	30.00	70.00	91.00	88.00	49.00	81.00	53.00	52.00	83.00	52.00	85.00	88.00
					Award		Award	Award	Award		Award			Award		Award	Award

Harris County Department of Education

Participation Detail as of 7/28/2020 11:11:45 PM (CT)

Bid Information

Bid Creator	Inga Ash
Email	iasash@hcde-texas.org
Phone	
Fax	
Bid Number	20/049IA Addendum 2
Title	Contracted Services for the Teaching and Learning Center
Bid Type	Request for Proposal
Issue Date	6/24/2020 04:20 PM (CT)
Close Date	7/7/2020 02:00:00 PM (CT)

Participation Summary

Company Name	City, State	Invitation Date	Status	Status Date	Response Date
@RISK Technologies	Dallas, TX	06/24/2020			
2 Inspire Peace	Dallas, TX	06/24/2020			
2*2*4 Solutions Education Consulting Service	Red Oak, TX	06/24/2020			
365 Paving & Construction LLC	Mission, TX	06/24/2020			
3rd I Process FX	Houston, TX	06/24/2020			
4.0 GPA	Houston, TX	06/24/2020			
4kboards	Keller, TX	06/24/2020			
4W Solutions, Inc	Houston, TX	06/24/2020			
806 Technologies, Inc.	Plano, TX	06/24/2020			
A.I.M. (Assessment Intervention Management, LLC)	San Antonio, TX	06/24/2020			
AAA Painting	Houston, TX	06/24/2020			
Abundance Educational Consulting, LLC	Humble, TX	06/24/2020			
AC Language School (Chavez & Associates)	Sugar Land, TX	06/24/2020	Unsubmitted	06/30/2020	
Academic Learning Company (Velazquez Press)	El Monte, CA	06/24/2020			
Accelerate Learning Inc.	Houston, TX		Unsubmitted	06/30/2020	
Aceves Communications	Houston, TX	06/24/2020			
Achor Counseling & Associates LLC	HOUSTON, TX	06/24/2020			
ACS Engineering & Safety	Spring, TX	06/24/2020			
Acumen Enterprises, Inc.	Desoto, TX	06/24/2020			
ADAMS (Robert Adams, Inc.)	Houston, TX		Viewed	07/06/2020	
Adele's Coaching and Consulting	Missouri City, TX	06/24/2020			
Adira LLC	Savannah, TX	06/24/2020			
AdjuStar Services, Inc.	Houston, TX	06/24/2020			
ADMORE BEHAVIORAL THERAPY	Houston, TX	06/24/2020			
Adrian Garcia	Brownsville, TX	06/24/2020			
Advance Plus Therapy Services, LLC	Pasadena, TX	06/24/2020			
ADVANTAGE BENEFIT SOLUTIONS (Stefanick Insurance Services Inc.)	Houston, TX	06/24/2020			
AECOM (AECOM Technical Services Inc)	Houston, TX	06/24/2020			
Agular Systems, Inc.	Austin, TX	06/24/2020			
Alamo HR	San Antonio, TX	06/24/2020			
Alamo Music Center, Inc.	San Antonio, TX	06/24/2020			
Alba Educational Consulting, LLC	Kingwood, TX	06/24/2020	Unsubmitted	07/06/2020	
Albourn Translation Services (Albourn & Associates, LLC)	Arlington, VA	06/24/2020			
ALL AMERICAN SPECIALTY CONSTRUCTION LLC	IRVING, TX	06/24/2020			
All Educate Learning Resources	Livingston, TX	06/24/2020			
ALL VALLEY DRUG SCREENS	Brownsville, TX	06/24/2020			
Alliance Financial Ministries, Inc.	Pearland, TX	06/24/2020			
ALPHA Facilities Solutions	San Antonio, TX	06/24/2020			
AlphaGraphics (Lukitas Inc.)	Houston, TX	06/24/2020			
Altitude Learning (AltSchool, PBC d/b/a Altitude Learning)	San Francisco, CA	06/24/2020			

Amaanah Refugee Services	Houston, TX	06/24/2020		
Amanda Holdsworth Communications	South Lyon, MI	06/24/2020		
American Fire Systems Inc.	HOUSTON, TX	06/24/2020		
American Productivity & Quality Center	Houston, TX	06/24/2020		
American Vision Marketing LLC	Stafford, TX	06/24/2020		
Amparo Consulting & Design	Grand Junction, CO	06/24/2020		
AMTEX Security Inc.	Corpus Christi, TX	06/24/2020		
AnLar, LLC	Arlington, VA	06/24/2020		
Ann Marie Harbour	Richmond, TX	06/24/2020		
APIA Source (APIA Source LLC)	Saginaw, TX	06/24/2020	Unsubmitted	06/24/2020
Apple Developmental Health	Houston, TX	06/24/2020		
Aptim Environmental & Infrastructure	Baton Rouge, LA	06/24/2020		
Archway Academy	Houston, TX	06/24/2020		
ardurra group	houston, TX	06/24/2020		
Argument-Driven Inquiry	Austin, TX	06/24/2020		
Arts Alive! Inc (ARTS ALIVE!)	Houston, TX	06/24/2020		
ASAP Roofing (Koppel & Kozel, LLC)	Tyler, TX	06/24/2020		
ASD Consultants, Inc.	Austin, TX	06/24/2020		
ASmart Consulting	Houston, TX	06/24/2020		
Aspire Works LLC	San Antonio, TX	06/24/2020		
Assoc for the Advancement of Mexican Americans (AAMA)	Houston, TX	06/24/2020		
Astrov & Associates	Frisco, TX	06/24/2020		
AT&T Mobility LLC	Bellaire, TX	06/24/2020		
Atkins Powerhouse Consulting LLC	Fort Worth, TX	06/24/2020		
Atlas Civil Engineering PLLC	Houston, TX	06/24/2020		
AUSTIN LEARNING CENTER (CANDEO, LLC)	AUSTIN, TX	06/24/2020		
Baked With Confidence	La Porte, TX	06/24/2020		
Balance Companies (Balance Group, LLC)	Houston, TX	06/24/2020		
Bara Infoware Inc.	Danville, CA	06/24/2020		
Barbara Cargill	The Woodlands, TX	06/24/2020		
Barranco Educational Assessment, Counseling, and Consulting Svcs., PLLC	Montgomery, TX	06/24/2020		
Barstone, Inc.	San Antonio, TX	06/24/2020		
BCA DX LABORATORY	Livingston, TX	06/24/2020		
BCS Consulting	Humble, TX	06/24/2020		
BE GLAD LLC	San Jose, CA	06/24/2020		
Bearing Fruit Early Childhood Training	HOUSTON, TX	06/24/2020		
Bedden & Associates, LLC (Bedden)	Richmond, VA	06/24/2020		
Bee Busy Wellness Center	Houston, TX	06/24/2020		
Bell and Smarts	Broken Arrow, OK	06/24/2020		
BENNETT MANAGEMENT SOLUTIONS LLC	Spring, TX	06/24/2020		
Best Practice Associates, Inc.	Houma, LA	06/24/2020		
BIAS Corporation	Atlanta, GA	06/24/2020		
Bio-Rad Laboratories, Inc	Hercules, CA	06/24/2020		
Black Topaz Consulting	Austin, TX	06/24/2020		
Black United Fund of Texas	Houston, TX	06/24/2020		
BLU PHIRE RESEARCH INSTITUTE INC	HOUSTON, TX	06/24/2020		
BluGreen Pest Control	Wallis, TX	06/24/2020		
BMHR - Better Man HR LLC	SAN ANTONIO, TX	06/24/2020		
BookerDezigns	Richmond, TX	06/24/2020		
Boundaryless Enterprises, LLC	Houston, TX	06/24/2020		
Bracane Company	Plano, TX	06/24/2020		
Brahmarsk Corporation	Sugar Land, TX	06/24/2020		
BrainStorm Advanced Learning Systems	Mansfield, TX	06/24/2020		
Brandi Spencer Consulting	Spring, TX	06/24/2020		
Brandi T. Brown	Manvel, TX	06/24/2020		
Braun Intertec Corporation	Houston, TX	06/24/2020		
Brave Architecture	Houston, TX	06/24/2020	Viewed	07/06/2020
Briar Patch	Houston, TX	06/24/2020		
Bridge to Leadership, LLC	Missouri City, TX	06/24/2020		
Bruce Monical Design	Bacliff, TX	06/24/2020		
BTS Consulting (Business Trade and Services, inc.)	Doral, FL	06/24/2020		
Building Solutions	dallas, TX	06/24/2020		
Bureau of Education & Research	Bellevue, WA	06/24/2020		
BUSINESS 101 CONSULTANTS & TRAINERS	Houston, TX	06/24/2020		

C Change Consulting	Houston, TX	06/24/2020			
C1S Group, Inc.	Dallas, TX	06/24/2020			
CALPAA Inc (CALPAA, Inc)	Seattle, WA	06/24/2020			
Canyon Insurance Group	Houston, TX	06/24/2020			
Caperton-Brown & Poole Consulting	Ft. Pierce, FL	06/24/2020			
Capitol Region Education Council	Hartford, CT	06/24/2020			
Career Resource Center	HUMBLE, TX	06/24/2020			
Carmen A. Handy	Corpus Christi, TX	06/24/2020			
Carol Cooper dba N&C Consulting	Garland, TX	06/24/2020			
Casablanca Productions	Spring, TX	06/24/2020			
Catapult Dreams, LLC	Pearland, TX	06/24/2020			
CBRE Valuation & Advisory Services	Houston, TX	06/24/2020			
CCS Global Tech (California Creative Solutions, Inc)	Poway, CA	06/24/2020			
CDR Maguire, Inc.	Miami, FL	06/24/2020			
Center for Student Achievement Solutions	New York, NY	06/24/2020			
Center for Toxicology and Environmental Health, LLC.	North Little Rock, AR	06/24/2020			
Certica Solutions	Wakefield, MA	06/24/2020			
CharacterStrong, LLC	PUYALLUP, WA	06/24/2020			
Charbonnet & Associates	New Orleans, LA	06/24/2020			
Chart Chicks LP	Lufkin, TX	06/24/2020			
Chase in Dreams, Speech and Drama (Deadra Chase)	Houston, TX	06/24/2020			
CHAT (Culture of Health-Advancing Together)	Houston, TX	06/24/2020			
Chazey Partners (Chazey Partners Inc)	Campbell, CA	06/24/2020			
Cheryl R. Vital	Crosby, TX	06/24/2020			
Child Care Associates	FORT WORTH, TX	06/24/2020			
Childcare Masters LLC	Cypress, TX	06/24/2020			
cLI-Energy and Construction LL	Houston, TX	06/24/2020			
Club SciKidz Houston (Heir Consulting Group)	Houston, TX	06/24/2020			
Coaching Consultants Team	Houston, TX	06/24/2020			
Code Park Inc	Houston, TX	06/24/2020			
Cognia	Alpharetta, GA		Submitted	07/07/2020	07/07/2020
CohnReznick LLP	Austin, TX	06/24/2020			
Collaborate With Christina	Houston, TX	06/24/2020			
Color of Life (Color of Life Community Resource & Activity center)	Houston, TX	06/24/2020			
Comflow Mechanical Services	Houston, TX	06/24/2020			
Communities In Schools of Houston	Houston, TX	06/24/2020			
(Communities In Schools of Houston, Inc.)					
Community Nutrition Outreach Services (Ellis A Morrow)	Houston, TX	06/24/2020			
Conscious Education Consulting, LLC.	Katy, TX	06/24/2020			
Consolidated Performance Consulting, LLC.	San Antonio, TX	06/24/2020	Unsubmitted	07/02/2020	
Construction Journal	Stuart, FL	06/24/2020			
Convergent Nonprofit Solutions	Atlanta, GA	06/24/2020			
CORE construction services of Texas, Inc.	Frisco, TX	06/24/2020			
Cossey's Services, LLC	The Woodlands, TX	06/24/2020			
Costello, Inc.	Houston, TX	06/24/2020			
Covid Safety Glass (Silent West LLC)	LAS VEGAS, NV	06/24/2020			
CPS HR Consulting (Cooperative Personnel Services)	Sacramento, CA	06/24/2020			
CRAFT SAFETY INSPECTIONS (JMAC GROUP LLC)	HOUSTON, TX	06/24/2020			
Creatively Inspired Communications (ConSandra Jones)	Austin, TX	06/24/2020			
CReed Global Enterprises (CReed Global Media & Production)	Houston, TX	06/24/2020			
Crimson Vision Enterprises	Dickinson, TX	06/24/2020			
Cyclone FPV (Cyclone 3D, Inc.)	Spring, TX	06/24/2020			
D.A. Lamont Public Adjusters	Springtown, TX	06/24/2020			
Dan L. Duncan Tutoring a part of the Children's Learning Institute (University of Texas Health Science Center)	Houston, TX	06/24/2020			
David James (David Hebert)	KEMAH, TX	06/24/2020	Unsubmitted	06/30/2020	
David Santana	Houston, TX	06/24/2020			

DB3 Unlimited Services LLC	San Antonio, TX	06/24/2020		
dba Stenhouse Publishers and dba Staff Development for Educators (SDE, Inc.)	Portsmouth, NH	06/24/2020		
Deacon Hill Research Associates LLC	Fredericksburg, VA	06/24/2020		
Debbie J. Anders Consulting	Cypress, TX	06/24/2020		
Decisions	Houston, TX	06/24/2020		
DeDe Church & Associates, LLC	AUSTIN, TX	06/24/2020		
Defined Learning	Northbrook, IL	06/24/2020	Unsubmitted	07/06/2020
DEMS,LLC	Houston, TX	06/24/2020		
DG Grafix	Houston, TX	06/24/2020		
Diamond Divas Social Club	Stafford, TX	06/24/2020		
Disciplers Inc	Spring, TX	06/24/2020		
DiscoverU	Houston, TX	06/24/2020		
DK High steppers (Doris Keener)	Houston, TX	06/24/2020		
Donald May	Adkins, TX	06/24/2020		
Doucet & Associates, Inc.	Austin, TX	06/24/2020		
Dr. Jeanne M. Hines	Port Arthur, TX	06/24/2020		
Dr. Ken Brumfield, Learning Empire	Santa Ana, CA	06/24/2020		
Dr. Mary E. White International, LLC	Houston, TX	06/24/2020		
Dr. Mike!	Wimberely, TX	06/24/2020		
Dr. Pope's STEM and Liberal Arts Academy	Pearland, TX	06/24/2020		
DYS HOUSYON YOUTH ASSOCIATION	Houston, TX	06/24/2020		
E3 Alliance	Austin, TX	06/24/2020	Submitted	07/06/2020 07/06/2020
Earl P. Forbrich, Jr. Inc	San Antonio, TX	06/24/2020		
E-Colors in Education	Austin, TX	06/24/2020		
Educate To Edify (Educating While Black)	Pearland, TX	06/24/2020		
Education & Business Associates, Inc.	DeSoto, TX	06/24/2020		
Education Partners Solution, Inc.	Sugar Land, TX	06/24/2020		
Educational Leadership Consultants	Houston, TX	06/24/2020		
Educational Research and Consulting, PLLC (Cynthia H. Williams, PhD)	Little Rock, AR	06/24/2020		
Edwards Sutarwalla PLLC	Houston, TX	06/24/2020		
Eichelbaum Wardell Hansen Powell & Mehl,	Austin, TX	06/24/2020		
Elaine Lange	Austin, TX	06/24/2020		
Electric Car Insider (Christopher Alan Consulting)	Spring Valley, CA	06/24/2020		
Elegant Enterprise Wide Solutions, Inc.	Chantilly, VA	06/24/2020		
Elevated Insights	Colorado Springs, CO	06/24/2020		
Elisa Rankin Consulting LLC	Uvalde, TX	06/24/2020		
Elite Change Inc.	Houston, TX	06/24/2020		
Elite Image Tax & Notary Service LLC	Houston, TX	06/24/2020		
Ellington Chastain Educational Initiative	San Antonio, TX	06/24/2020		
Emergent Risk Solutions	BATON ROUGE, LA	06/24/2020		
Emergent Tree Education	Austin, TX	06/24/2020		
Emma Oliver	Houston, TX	06/24/2020		
Energy Saving Advisor Distributors	Dallas, TX	06/24/2020		
engage2learn (Engage! Learning, Inc. dba engage2learn)	Portland, TX	06/24/2020		
Ensemble Learning (The College Ready Promise)	Austin, TX		Submitted	07/02/2020 07/02/2020
ENTRAM CORP	PORT CHARLOTTE, FL	06/24/2020		
ERASCOGroup, LLC	Houston, TX	06/24/2020		
eRate 360 Solutions	Henderson, NV	06/24/2020		
E-Rate Elite Services, Inc.	Owings Mills, MD	06/24/2020		
ESL INTERNATIONAL, LLC	El Paso, TX		Unsubmitted	07/07/2020
Essential Wellness and Balance	Missouri City, TX	06/24/2020		
eTeachingMe (Love N Learn At Home)	Georgetown, TX	06/24/2020		
Etrainers.org	Machesney Park, IL	06/24/2020		
eTutorsZone LLC	Apex, NC		Viewed	07/02/2020
Evergreen Solutions, LLC	Tallahassee, FL	06/24/2020		
Evolve Holdings Inc	Houston, TX	06/24/2020		
Ewing Strategic Communications	Houston, TX	06/24/2020		
Exceptional Pediatric Therapy, LLC	Houston, TX	06/24/2020		
ExerPlay, Inc	Cedar Crest, NM	06/24/2020		
Exploros (Exploros, Inc.)	Wayland, MA	06/24/2020		
Facility Engineering Associates, PC	Fairfax, VA	06/24/2020		
Fast Forward	Las Vegas, NV	06/24/2020		
Favor Consulting Inc (Demlan Solutions Inc)	Southlake, TX	06/24/2020		
Fazzio Consulting, LLC.	Round Rock, TX	06/24/2020		

Felicity Educational Services	Deerfield, IL	06/24/2020		
Floral Park Consulting LLC	Floral Park, NY	06/24/2020		
Foodservice Peeps LLC	Richmond, TX	06/24/2020		
Frame-Work Consult	HOUSTON, TX	06/24/2020		
Friends of the British Council USA Inc.	Washington, DC	06/24/2020		
From The Ground up Performance Enhancement (Deanna Voltz)	Houston, TX	06/24/2020		
From The Heart International Educational Services	Nashville, TN	06/24/2020		
Frontier Services Group	Houston, TX	06/24/2020		
Fullidity LLC	Houston, TX	06/24/2020		
Furness Law	Houston, TX	06/24/2020		
G4C Enterprises, LLC	Pflugerville, TX	06/24/2020		
Gary Polland P.C.	Houston, TX	06/24/2020		
Generation Ready	New York, NY	06/24/2020		
Gentle Minds Tutoring	Missouri City, TX	06/24/2020		
GermBlast (Infection Controls, Inc.)	Lubbock, TX	06/24/2020		
GET Technology and Accounting Solutions	Santo, TX	06/24/2020		
Getting Sorted (G. Yess Fisher & Co., LLC)	The Woodlands, TX	06/24/2020		
Gifting Grounds	Houston, TX	06/24/2020		
GilCat Solutions (Gloria Lastra)	Spring, TX	06/24/2020		
Girlstart	Austin, TX	06/24/2020		
Glass View of Tech	Spring, TX	06/24/2020		
GLOBAL EDUCATIONAL SOLUTIONS LLC	Canton, MI	06/24/2020		
GMC CONSULTANTS,LLC	Houston, TX	06/24/2020		
GOD FEARING POWER HOUSE (POWER ROCK COMMUNITY CENTR)	HOUSTON, TX	06/24/2020		
Golden Mountain Consulting L.L.C	Houston, TX	06/24/2020		
GovSense	Alpharetta, GA	06/24/2020		
GPR Ventures, LLC	Montgomery, TX	06/24/2020	Unsubmitted	07/01/2020
Gray Mechanical (Gray Mechanical, LLC)	Houston, TX	06/24/2020		
Gray&Pape, Inc.	Cincinnati, OH	06/24/2020		
Green Delete Inc.	Frankfort, IL	06/24/2020		
Grow Minds Consulting LLC	HOUSTON, TX	06/24/2020		
GT Educational Services (GT Educational Services, L.L.C.)	Houston, TX	06/24/2020		
Hagerty Consulting, Inc. (Freeman)	Evanston, IL	06/24/2020		
Hallmark Mitigation & Construction	Kingwood, TX	06/24/2020		
Happy Chapters, LLC	Austin, TX		Submitted	07/01/2020 07/01/2020
Harmony Public Schools	Houston, TX	06/24/2020		
Harris County Houston Patrol, Inc.	Houston, TX	06/24/2020		
HARRIS-JONES STAFFING & RECRUITING	Katy, TX	06/24/2020		
Haude Tutoring	Spring, TX	06/24/2020		
Hayhouse Projects LLC	Brooklyn, NY	06/24/2020		
Healing Species of Texas	Montgomery, TX	06/24/2020		
Heartwork Trending Counseling and Consulting, PLLC (Heartwork Trending Consulting Services)	Houston, TX	06/24/2020		
Heavenly Service, LLC	Webster, TX	06/24/2020		
HENECO ENGINEERING AND CONSULTING	Houston, TX	06/24/2020		
Heritage Institute of Sustainability LLC	Dallas, TX	06/24/2020		
HillCo Partners, LLC	Austin, TX	06/24/2020		
HiMac Center for Creative Thinking	Houston, TX	06/24/2020		
Hoensty Environmental Services	Houston, TX	06/24/2020		
Hogan's consulting (Deon I Hogan)	Pflugerville, TX	06/24/2020		
Holland Energy Consulting	Houston, TX	06/24/2020		
Holtz/Adams Construction and Consulting, LLC	Universal City, TX	06/24/2020		
Honor Moorman Consulting	Brazoria, TX	06/24/2020		
Hooper Strategies	Granbury, TX	06/24/2020		
Hope Over Hurt	Houston, TX	06/24/2020		
HORIZON SW PROPERTIES	SUGAR LAND, TX	06/24/2020		
Houghton Mifflin Harcourt Publishing Company	Geneva, IL		Unsubmitted	07/01/2020
Houston Museum of Natural Science	Houston, TX	06/24/2020		
Houston Urban Debate League	Houston, TX	06/24/2020		
HRchex, LLC (Intellisoft II, Inc.)	Irving, TX	06/24/2020		
HTEC-Houstons Training and Education Center, Inc. (Phillips)	Houston, TX	06/24/2020		
Hunt, Guillot & Associates	Baton Rouge, LA	06/24/2020		

Husch Blackwell LLP	Houston, TX	06/24/2020			
IA-Advanced Telecom Solutions, LLC	Richmond, TX	06/24/2020			
ICC Thermal Mapping and Data Analytcs (Infrared Concepts Corporation)	Maitland, FL	06/24/2020			
ID Media, Inc	Chicago, IL	06/24/2020			
IECGTX (Insurance Estimating & Consulting Group, LLC)	SPRINGTOWN, TX	06/24/2020			
Imagine Excellence.Inc	Houston, TX	06/24/2020			
Imagine Me Academy	Crosby, TX	06/24/2020			
IMPACT 360	Houston, TX	06/24/2020			
IMS Dodge	San Diego, CA	06/24/2020			
Indatatech (Instant Data Technologies, Inc.)	San Antonio, TX	06/24/2020			
Infinite Education Solutions	Desoto, TX	06/24/2020			
Infinite Solutions Enterprises (The DDance Group, Inc.)	Glen Allen, VA	06/24/2020			
Infojini,Inc.	Columbia, MD	06/24/2020			
InnerChange Consulting Group	Houston, TX	06/24/2020			
Innovation Bridge, Inc.	Sacramento, CA	06/24/2020			
Innovative Texas Strategies LLC	Houston, TX	06/24/2020			
InnovsiteLLC	Decatur, GA	06/24/2020			
Instead	Kingwood, TX	06/24/2020			
Integrity Operations	Katy, TX	06/24/2020			
Intellyk Inc	Piscataway, NJ	06/24/2020			
Interprise/Southwest Interior & Space Planning, In	Addison, TX	06/24/2020			
Intervene	Houston, TX		Submitted	07/01/2020	07/01/2020
Invo Healthcare Associates (Invo Healthcare Associates, LLC)	Jamison, PA	06/24/2020			
IPM Asset Solutions, Inc.	Houston, TX	06/24/2020			
IPterra International Corporation	Houston, TX	06/24/2020			
I-Raos, Inc	Pearland, TX	06/24/2020			
iWRITE (I Write)	Houston, TX	06/24/2020			
Jackson Walker L.L.P.	Dallas, TX	06/24/2020			
Jaime Rios Financial Services Inc. (Money Concepts International Inc.)	Corpus Christi, TX	06/24/2020			
Janet Pozmantier, M.S., LPC, LMFT, RPT (Janet Pozmantier)	Houston, TX	06/24/2020			
Javier Lopez	Houston, TX	06/24/2020			
JC Stonewall Constructors, LP	Houston, TX	06/24/2020			
Jean Polichino Consulting, LLC	Fredericksburg, TX	06/24/2020			
Jennifer Serravallo Consulting, LLC	South Orange, NJ	06/24/2020			
JER HR Group LLC	New York, NY	06/24/2020			
Jerry Gaither Enterprise	HOUSTON, TX	06/24/2020			
Jigsaw Learning LLC (TeachTown)	Woburn, MA	06/24/2020			
JLA Construction Solutions	Houston, TX	06/24/2020	Viewed	07/01/2020	
JLL Valuation & Advisory Services, LLC	Houston, TX	06/24/2020			
Johnson Consulting (Adrian B. Johnson)	Houston, TX	06/24/2020			
Johnston, LLC	Houston, TX	06/24/2020			
Jon M. Warren, LLC	Decatur, TX	06/24/2020			
Jones Lang LaSalle (JLL)	Houston, TX	06/24/2020			
Jose Villarreal Consulting Services	Houston, TX	06/24/2020			
Joyce Davis/Erin Whitney	Houston, TX	06/24/2020			
JS&D Sports Development Outreach Ministries	Humble, TX	06/24/2020	Viewed	07/02/2020	
K Gab Assessments, Inc	Missouri City, TX	06/24/2020	Viewed	07/02/2020	
K&R Group, INC	Houston, TX	06/24/2020			
K12 Food Pros	La Mesa, CA	06/24/2020			
K12 Insight	Herndon, VA	06/24/2020			
KAeka GROUP INC	Lacey, WA	06/24/2020			
Kagan Publishing & Professional Development	San Clemente, CA	06/24/2020			
Karczewski Bradshaw, LLP	Nacogdoches, TX	06/24/2020			
Kathy Jerome	Houston, TX	06/24/2020			
KATTA INFOTEK INC	HOUSTON, TX	06/24/2020			
KCP Educational Consulting (Kristi Clarkson Pharaon)	Brenham, TX	06/24/2020			
Keey Group LLC	Rosharon, TX	06/24/2020			
Kennesaw State University iTeach (Elkins Pointe MS)	Kennesaw, GA	06/24/2020			
Keter Environmental Services	Indianapolis, IN	06/24/2020			

KGBTexas Communications	Houston, TX	06/24/2020			
Kijo Consulting LLC	Houston, TX	06/24/2020			
KLD PLAYSCAPES USA (TWO WORD COMPANY LLC)	Boca Raton, FL	06/24/2020			
KMD Hospitality (KMD Hospitality LLC)	Humble, TX	06/24/2020			
Konnecting the Dots	Houston, TX	06/24/2020	Submitted	07/01/2020	07/01/2020
KTM Educational Consulting, LLC	San Antonio, TX	06/24/2020			
L&S Associates, LLC	Montgomery, TX	06/24/2020			
L.SMURPHE.F Institute; Solutions by L.SMURPHE.F; L.SMURPHE.F Productions (L.SMURPHE.F Enterprises, Ltd. Co.)	League City, TX	06/24/2020			
LAKESHORE LEARNING MATERIALS (LAKESHORE EQUIPMENT COMPANY)	CARSON, CA		Submitted	07/02/2020	07/02/2020
Lan Nguyen	Houston, TX	06/24/2020			
Language Kids Houston, LLC	Sugar Land, TX	06/24/2020			
Lantana Communications	Arlington, TX	06/24/2020			
LATT Evaluations and Services, PLLC (La Shaun Arzu, PLLC)	Houston, TX	06/24/2020	Viewed	07/01/2020	
Launch Point CDC, Inc.	Houston, TX	06/24/2020			
LaVondia Menephee	Houston, TX		Submitted	07/07/2020	07/07/2020
LBNM Corporation	Richmond, TX	06/24/2020			
Lead Your School (Blue Daisy Consulting, LLC)	The Woodlands, TX	06/24/2020			
Leading School Learning	Cypress, TX	06/24/2020			
Learning Omnivores (William Sommers)	Austin, TX	06/24/2020			
Lee Rutledge Consulting (Rutledge)	Austin, TX	06/24/2020			
Legends Do Live	Missouri City, TX	06/24/2020			
Libra-Tech Corporation	Argyle, TX	06/24/2020			
Licensed To Solve (Dukes Global Works, INC)	CROSBY, TX	06/24/2020			
Linder Consulting LLC	AUSTIN, TX	06/24/2020			
Liquid Studio Group	Laredo, TX	06/24/2020			
Lisa K Bailey	Missouri City, TX	06/24/2020			
Logyx	Mountain View, CA	06/24/2020			
Lone Star Security Shield, Inc.	Houston, TX	06/24/2020			
Look to Success, LLC (Michelle Lee Pina)	Houston, TX	06/24/2020			
Love 2 the Max	Houston, TX	06/24/2020			
Lovescaping LLC	Houston, TX	06/24/2020			
Lowes Companies Inc	Mooresville, NC	06/24/2020			
LQI Consulting Group, LLC	Round Rock, TX	06/24/2020			
L-Sync, LLC	Grand Prairie, TX	06/24/2020			
Lucy Anderson	Houston, TX	06/24/2020			
lurie, llp	Minneapolis, MN	06/24/2020			
Lynn Gomes, LLC (Lynn Gomes)	Houston, TX	06/24/2020			
M3 Inc	Brooklyn, NY	06/24/2020			
Main Stop Testing Svcs	Houston, TX	06/24/2020			
Majestic Transportation	Pearland, TX	06/24/2020			
Maker Maven	Tomball, TX	06/24/2020			
Makr U	Spring, TX	06/24/2020	Unsubmitted	07/03/2020	
Malor & Company Inc	New York, NY	06/24/2020			
Marathon Partners Consulting	Moon Township, PA	06/24/2020			
Mark J. Rogers	Austin, TX	06/24/2020			
Mark Matranga	Fort Worth, TX	06/24/2020			
Marseal Group	Roanoke, TX	06/24/2020			
Mary Benton Communications and Public Affairs	Houston, TX	06/24/2020			
MAS Solutions LLC.	Fulshear, TX	06/24/2020			
Math-A-Matics Tutoring,LLC	Houston, TX	06/24/2020			
Maxim Healthcare Staffing Services, Inc.	Tacoma, WA	06/24/2020			
MCA Communications	Houston, TX	06/24/2020			
MCP Professional Services (Dr. Deloris L. Nelson)	Houston, TX	06/24/2020			
Mediators of Texas (Austin Texas Mediators LLC)	Florence, TX	06/24/2020			
Medicaid Claim Solutions of Texas, Inc.	Mansfield, TX	06/24/2020			
Melba Figueroa (HonestRx Consulting LLC)	Southlake, TX	06/24/2020			
MERCER TECHNOLOGIES FIRM	Gary, IN	06/24/2020			
Metamorphosis Concepts	Manvel, TX	06/24/2020			
Meveau (Mercedes Watkins)	Houston, TX	06/24/2020			
Michael Best Strategies	Madison, WI	06/24/2020			
Microburst Learning, LLC	Columbia, SC	06/24/2020			

Millunzi & Associates	The Woodlands, TX	06/24/2020			
Minding YOB Services, LLC	Arlington, TX	06/24/2020			
Mitaja Corporation	Fulton, MD	06/24/2020			
ML Deer Construction	Houston, TX	06/24/2020			
MMG Consulting Partners (Maryland Grier-Union)	Houston, TX	06/24/2020			
Monica Lewis School of Etiquette	Spring, TX	06/24/2020			
Moore Counseling and Psychological Services (Lorenzo Moore)	Houston, TX	06/24/2020			
MPACT STRATEGIC CONSULTING, LLC	Houston, TX	06/24/2020			
MSB Consulting LLC	Austin, TX	06/24/2020			
MVHL Consulting, LLC	San Antonio, TX	06/24/2020			
Namitzi Yoga (Mitzi Henderson)	HOUSTON, TX	06/24/2020			
Nasare Enterprises, LLC.	Houston, TX	06/24/2020			
NationSync (NationSync Corporation)	Houston, TX	06/24/2020			
Nazca Technologies and Consulting LLC	Montgomery, TX	06/24/2020			
NEDRP, LLC (RD360 EDUCATIONAL CONSULTING)	Canyon Lake, TX	06/24/2020			
NERDY BIRDIE (ENOVATEKK)	SPRING, TX	06/24/2020			
New Spectrum Educational Consultants (Civil Society Educational Consultants)	Houston, TX	06/24/2020			
New Teacher Center	Santa Cruz, CA	06/24/2020			
Newspring	Houston, TX	06/24/2020			
no bully here	PASADENA, TX	06/24/2020			
NO EGO APPAREL (NO EGO INC)	AUSTIN, TX	06/24/2020	Submitted	06/30/2020	06/30/2020
NuHealth, Inc.	Houston, TX	06/24/2020			
Nurture to Blossom Services, Inc.	Houston, TX	06/24/2020			
Nuvalo LLC	Gig Harbor, WA	06/24/2020			
Oak Hill Technology, Inc.	Driftwood, TX	06/24/2020			
Odigo Services LLC	Houston, TX	06/24/2020			
O'Hanlon, Demerath & Castillo	Austin, TX	06/24/2020			
Olivier, Inc.	Dallas, TX	06/24/2020			
Omega Engineers, Inc.	Houston, TX	06/24/2020			
Ondi Love Center Ministries	Houston, TX	06/24/2020			
One Source International, LLC	Houston, TX	06/24/2020			
One Way Education, LLC	Houston, TX	06/24/2020			
Optima Train (Delwar Enterprises LLC)	Houston, TX	06/24/2020			
Own the Room Communication Coaching & Consulting (Rukiya M. Akua)	Houston, TX	06/24/2020			
Ozeal Consulting Group (Oziel Enriquez)	Sugar Land, TX	06/24/2020			
P Eugene Turner	Waller, TX	06/24/2020			
Panorama Education	Boston, MA	06/24/2020			
Parker and Jamison LLC	Irving, TX	06/24/2020			
Patricia Monticello Kievlan (Patricia Marie Kievlan)	The Woodlands, TX	06/24/2020			
Pcubed (Program Planning Professionals)	Ann Arbor, MI	06/24/2020			
Personal Touch Therapy (Shontai Thomas)	Houston, TX	06/24/2020			
Personnel Evaluation, Inc.	Milwaukee, WI	06/24/2020	Viewed	07/01/2020	
PESG of Texas	Houston, TX	06/24/2020			
PHD Resources & Taxes	Houston, TX	06/24/2020			
Pinnacle Workforce Strategies	Tucson, AZ	06/24/2020			
Pittman Training (Vision Educational Solutions)	Dallas, TX	06/24/2020			
Plante & Moran, PLLC	Southfield, MI	06/24/2020			
Plexos Group LLC	Baton Rouge, LA	06/24/2020			
Point Alliance Solutions	Spring, TX	06/24/2020			
Postlethwaite & Netterville APAC (Lacher)	Baton Rouge, LA	06/24/2020			
Powell-Leon, LLP	Austin, TX	06/24/2020			
Power Institute LLC	Missouri City, TX	06/24/2020			
Power of Choosing Inc.	Texas, TX	06/24/2020			
Practical Parent Education	Mckinney, TX	06/24/2020			
Premiere Speakers Bureau	Franklin, TN	06/24/2020			
Presidential Staffing Solutions	San Antonio, TX	06/24/2020			
Price Consulting, Inc.	Houston, TX	06/24/2020			
Proactive Thought Leaders, LLC	Arlington, TX	06/24/2020			
ProBizAssoc.com (Beth Philley)	Canton, OH	06/24/2020			
Probolsky Research	Newport Beach, CA	06/24/2020			
Productive Ventures	Spring, TX	06/24/2020			
Projects-Matter (Projects-Matter LLC)	Houston, TX	06/24/2020			

Pronto Shipping and Packaging Services Inc.	Houston, TX	06/24/2020		
PROTECHT Management Group, LLC	Austin, TX	06/24/2020		
Protection Engineering Consultants LLC	Austin, TX	06/24/2020		
Prozign Architects	Houston, TX		Viewed	07/03/2020
Public Works LLC	West Chester, PA	06/24/2020		
Purposeful Parents	Webster, TX	06/24/2020		
PVH Consulting Group LLC	Austin, TX	06/24/2020		
Ramos & Harrison	Corpus Christi, TX	06/24/2020		
Ravir LLC	Keller, TX	06/24/2020		
RDI Mechanical	Houston, TX	06/24/2020		
Real Good Technologies	Austin, TX	06/24/2020		
Recruiting In Motion	Orlando, FL	06/24/2020		
Recruiting Source International	Katy, TX	06/24/2020		
Reflective Energy Solutions	Hackensack, NJ	06/24/2020		
Region One Education Service Center	Edinburg, TX	06/24/2020		
Reliable R&R Training Services	Dallas, TX	06/24/2020		
Reliant Elevators (Reliant Elevators, LLC)	Joshua, TX	06/24/2020		
Relocation Strategies (Luo & Chang Investment LLC)	houston, TX	06/24/2020		
Remember When Kids Were Kids (Jaelijah)	Spring, TX	06/24/2020		
Resolute Educational Solutions, L.L.C.	Detroit, MI	06/24/2020		
Resources Inspiring Success and Empowering	Houston, TX		Unsubmitted	06/24/2020
Rice & Associates, PC	Houston, TX	06/24/2020		
Richards/Carlberg (Richards Carlberg, Inc.)	Houston, TX	06/24/2020		
Rising Star Academy	Houston, TX	06/24/2020		
Rivera-Vega Group, LLC.	San Antonio, TX	06/24/2020		
RND Technology	Houston, TX	06/24/2020		
Rogers, Morris & Grover, LLP	Houston, TX	06/24/2020		
Roland Gonzales	Spring, TX	06/24/2020		
RR CONNECTION CONSULTING	Duncanville, TX	06/24/2020		
s3strategies	Lubbock, TX	06/24/2020	Submitted	07/06/2020 07/06/2020
Santos Alliances	Austin, TX	06/24/2020		
SBC Consulting (Tammy Smithers)	Houston, TX	06/24/2020		
SBLM Architects	New York, NY	06/24/2020		
SCG Business Services, LLC	Douglasville, GA	06/24/2020		
Schulman, Lopez, Hoffer & Adelstein	Houston, TX	06/24/2020		
Schultz Center for Teaching and Leadership, Inc.	Jacksonville, FL	06/24/2020		
Schwan's Food Service, Inc.	Marshall, MN		Viewed	07/06/2020
Science Unlimited, LLC	Missouri City, TX	06/24/2020		
ServiceMaster Recovery Management (Service Environments of Texas, Inc.)	Kingwood, TX	06/24/2020		
Shaneka Smith	Houston, TX	06/24/2020		
Sharron Helmke	Dickinson, TX	06/24/2020	Unsubmitted	06/30/2020
Shepherd Government Services Group (SGSG, LLC)	Carrollton, TX	06/24/2020		
Shira J. Sherer	Houston, TN	06/24/2020		
Sierra Consulting, Inc	Itasca, IL	06/24/2020		
SimiDigi Inc	Garland, TX	06/24/2020		
Sketch City	Houston, TX	06/24/2020		
Sky's the Limit	Houston, TX	06/24/2020		
SL King and Associates	Atlanta, GA	06/24/2020		
SLL Services, LLC	Palestine, TX	06/24/2020		
Smart Scholars Foundation	Houston, TX	06/24/2020		
Smarter HR Solutions	Houston, TX	06/24/2020		
SMARTOX	Irving, TX	06/24/2020		
SMRT Solutions (SMRT Consulting LLC)	Washington DC, DC	06/24/2020		
Social Motion, Inc.	Houston, TX	06/24/2020		
Social Studies Success	Spring, TX	06/24/2020		
Softline International USA, Inc	Miami, FL	06/24/2020		
Sole International	Houston, TX	06/24/2020		
Solix Inc. dba Sivic Solutions (Sivic Solutions Group LLC)	Parsippany, NJ	06/24/2020		
south texas boiler	houston, TX	06/24/2020		
South Texas Counseling and Mentoring : Adult Education	Houston, TX	06/24/2020		
SPDF KIDS	Houston, TX	06/24/2020	Unsubmitted	07/03/2020
Special Evaluations & Consulting of Texas	Dallas, TX		Unsubmitted	07/01/2020

Springsted Human Capital Advisors	St. Paul, MN	06/24/2020			
SSCI Environmental (Separation Systems Consultants, Inc.)	Houston, TX	06/24/2020			
SSG-MUSIC	LAS VEGAS, NV	06/24/2020			
Staff Hunt LLC	Houston, TX	06/24/2020			
Standard Morgan Partners, LTD	Houston, TX	06/24/2020			
Steam Kidstitute (Insight Community Resources Inc)	Houston, TX	06/24/2020			
STEM Urban Perspective (Science, Technology, Engineering with an Urban Perspective)	Humble, TX	06/24/2020	Unsubmitted	06/25/2020	
Sterling Empowerment	HOUSTON, TX	06/24/2020			
Sterling Staffing Solutions (Maceo Carter Investments, LLC)	Sugar Land, TX	06/24/2020			
Sterling Therapy & Rehabilitation	SUGAR LAND, TX	06/24/2020			
Stetson & Associates, Inc.	Houston, TX	06/24/2020			
Steve Spangler Inc.	Englewood, CO	06/24/2020			
Stevenson Workshop and Seminar Solutions	league city, TX	06/24/2020			
Stone Oak Solutions, LLC	New Braunfels, TX	06/24/2020			
Strahan Cain, PLLC	Houston, TX	06/24/2020			
Straight Defined	Copperas Cove, TX	06/24/2020			
Straight Line Management (Straight Line Management LLC)	San Antonio, TX	06/24/2020			
Strategar (Strategar LLC)	Addison, TX	06/24/2020			
STRAUS SYSTEMS INC	STAFFORD, TX	06/24/2020			
Streamline Health Services	San Juan Capistrano, CA	06/24/2020			
Students of Strength, Inc.	Cambridge, MA	06/24/2020			
Susan M. Catlett, Ph.D., BCBA-D	Houston, TX	06/24/2020			
SWA International Company	Houston, TX	06/24/2020			
Table SALT Group	Houston, TX	06/24/2020	Submitted	07/07/2020	07/07/2020
Tandi Oil and Gas LLC	KATY, TX	06/24/2020			
TCT Enterprises, LLC	Houston, TX	06/24/2020			
Teach2Learn (Elliott and McMahon)	Friendswood, TX	06/24/2020			
Teaching Strategies, LLC	Bethesda, MD	06/24/2020			
Teachstone Training, LLC	Charlottesville, VA	06/24/2020	Submitted	07/07/2020	07/07/2020
Team Driven Technology Inc.	Fort Worth, TX	06/24/2020			
TeamLogic IT (Philoxenus, Inc.)	Houston, TX	06/24/2020			
Tecnics Consulting, Inc.	Houston, TX	06/24/2020			
TEEN TRUTH (TEEN TRUTH, LLC)	DRIPPING SPRINGS, TX	06/24/2020			
Tekgration LLC	San Antonio, TX	06/24/2020			
Tetra Tech, Inc.	Maitland, FL	06/24/2020			
Texans Together Education Fund Inc	Houston, TX	06/24/2020			
Texas Educational Consultative Services, Inc.	Austin, TX	06/24/2020			
Texas Initiative Programs (The K16 Ready Society, Inc.)	Fort Worth, TX	06/24/2020			
Texas STAAR Publishing, LLC	Sugarland, TX	06/24/2020			
Texas State Billing Services Inc	Kyle, TX	06/24/2020			
The Afterschool Professional	Pflugerville, TX	06/24/2020			
The A-List Network, LLC (Stephanie Belton)	Rosharon, TX	06/24/2020			
The Box Program (Box Program)	Baytown, TX	06/24/2020	Viewed	07/03/2020	
The Business Concierge (Goodwill Houston)	Houston, TX	06/24/2020			
The Carmona Firm, PLLC	Houston, TX	06/24/2020			
The CNA Corporation (CNA)	Arlington, VA	06/24/2020			
The Donatto Group	Houston, TX	06/24/2020			
The E2 Group, Inc.	Sugar Land, TX	06/24/2020			
The Educator Collaborative	Astoria, NY	06/24/2020			
The Fulton Law Group PLLC	Houston, TX	06/24/2020			
The Green Alliance	Katy, TX	06/24/2020			
The Hanover Research Council, LLC	Arlington, VA	06/24/2020			
The Harris Foundation	Houston, TX	06/24/2020			
The K.N.E.W. Solutions (Keschia Matthews)	FRESNO, TX	06/24/2020	Viewed	07/01/2020	
The KD Company (Kim Y. Davis Enterprises, LLC)	Houston, TX	06/24/2020			
The King & Associates Firm	Brazoria, TX	06/24/2020			
The Knowledge Stack (The Knowledge Stack LLC)	Los Angeles, CA	06/24/2020			
The Kovacs Group	New Braunfels, TX	06/24/2020			
The National Behavioral Intervention Team Association	King of Prussia, PA	06/24/2020			

The Ombudsmen Group	Cibolo, TX	06/24/2020		
The Outreach Program Education/Counseling Services	Houston, TX	06/24/2020		
The Paper Plate, Inc	Dallas, TX	06/24/2020		
The Phoenix Group (Phoenix Contracting Group)	Houston, TX	06/24/2020		
The Platform	Houston, TX	06/24/2020		
The Process Manager (Meliton Moya, Ph.D.)	Edinburg, TX	06/24/2020		
The Resilient Group	Houston, TX	06/24/2020		
The Schlueter Group (Stan Schlueter)	Austin, TX	06/24/2020		
The Style Signature	Carrollton, TX	06/24/2020		
The TEAMS Group, LLC	Austin, TX	06/24/2020		
The Yates Company	Houston, TX	06/24/2020		
TheDataFiles	Bellaire, TX	06/24/2020		
Therapy Consultants (MedPerm Placement Inc)	Houston, TX	06/24/2020		
thinkLaw (CS Educational Services, LLC)	Las Vegas, NV	06/24/2020		
Thompson & Horton LLP	Houston, TX	06/24/2020		
Thompson Educational Consulting, Inc.	Missouri City, TX	06/24/2020		
Timothy Project: Youth Mentoring Youth, Inc.	Houston, TX	06/24/2020		
TinMan Enterprises (TX TinMan Enterprises, LLC)	Fort Worth, TX	06/24/2020		
Tiphany Chambers Burrell	HOUSTON, TX	06/24/2020		
TISOMO Consulting Group, LLC	Jacksonville, FL	06/24/2020		
TLE Inc (The Look Enterprises, Inc.)	Bellaire, TX	06/24/2020		
TNR Accounting & Management Consulting, LLC (Nannette Ray)	Katy, TX	06/24/2020		
TNTP (The New Teacher Project, Inc.)	Brooklyn, NY	06/24/2020		
Total Special Education Solutions, LLC	Beaumont, TX	06/24/2020		
TPR Education LLC (The Princeton Review)	Natick, MA	06/24/2020		
Trace3, Inc.	Irvine, CA	06/24/2020		
Translation & Interpretation Network (Catholic Charities Diocese of Fort Worth, Inc. d/b/a Translation & Interpretation Network)	Fort Worth, TX	06/24/2020	Viewed	07/01/2020
Trezvant Academy, Inc	Houston, TX	06/24/2020		
True Love Childcare	Humble, TX	06/24/2020		
TSC COGIC	houston, TX	06/24/2020		
Tutor Doctor	Navasota, TX	06/24/2020		
Tynker	Mountain View, CA	06/24/2020		
U.S. Dream Academy, Inc	Columbia, PA	06/24/2020		
UNICOM Government, Inc. F/K/A GTSI Corp.	Chantilly, VA	06/24/2020		
Unified Sunergy Systems LLC	Flower Mound, TX	06/24/2020		
Unlimited Visions Aftercare, Inc	Houston, TX	06/24/2020		
UP Educational Consulting	Conroe, TX		Submitted	07/01/2020
USG Staffing LLC	Humble, TX		Viewed	07/02/2020
Uturn Concepts Inc	Houston, TX	06/24/2020		
Vanguard Trading & Services, LLC	Houston, TX	06/24/2020		
Vaughn Construction (J.T. Vaughn Construction, LLC)	Houston, TX		Viewed	07/02/2020
Velvet Rope Experience (VRE Business Soultions)	Houston, TX	06/24/2020		
Victory Group	Houston, TX	06/24/2020		
Vinnove Consulting Group	San Antonio, TX	06/24/2020		
Virtuo Group Corporation	The Woodlands, TX	06/24/2020		
Visual Communication Services (Webbco Enterprises, LLC)	Houston, TX	06/24/2020		
Volition IIT Inc	ASHBURN, VA	06/24/2020		
Voss & Associates (David R. Voss Associates, Inc.)	Jacksonville, FL	06/24/2020		
VOX Global	Dallas, TX	06/24/2020		
VRJ & Associates, LLC	Sugar Land, TX	06/24/2020		
Waits Consulting Group	Houston, TX	06/24/2020		
Walk the Walk Promotions	Richardson, TX	06/24/2020		
Walker Quality Services	Cypress, TX	06/24/2020		
Walsh Gallegos Treviño Russo & Kyle P.C.	Austin, TX	06/24/2020		
WaterLily Writing, LLC	Arlington, TX	06/24/2020		
Watkins & Associates Consulting Services LLC.	Houston, TX	06/24/2020		
Wellesley College	Wellesley, MA	06/24/2020		
Wellspring Family & Community Institute	Houston, TX	06/24/2020		
Wendy Perry Coparenting Education (www.wendyperry.com)	Watauga, TX	06/24/2020		

Westat	San Antonio, TX	06/24/2020			
WILLIAM CONNECTION MINISTRIES	HOUSTON,, TX	06/24/2020			
Williams Education Consulting	Houston, TX	06/24/2020			
Winning Mindset Solutions (Z-Fanatical Life LLC)	Edison, NJ		Submitted	07/06/2020	07/06/2020
Workshop Houston	Houston, TX	06/24/2020			
Wright One Training	Flower Mound, TX	06/24/2020			
Writers in the Schools	Houston, TX	06/24/2020	Submitted	07/06/2020	07/06/2020
Writing with Design (The Learning Project)	Norman, OK	06/24/2020			
WRM Development	Selma, TX	06/24/2020			
Wylie Construction Services	Humble, TX	06/24/2020			
XtraLight Manufacturing, Ltd.	Houston, TX		Viewed	07/06/2020	
Yolah - Yolandra Drake	Houston, TX	06/24/2020			
Young Audiences, Inc. of Houston	Houston, TX		Submitted	07/06/2020	07/06/2020
Young Women Christian Association of Houston	Houston, TX	06/24/2020			
Youth Advocacy TEAM	Houston, TX	06/24/2020			
Youth Debate League (MDG Gulf Coast, LLC)	Missouri City, TX	06/24/2020			
Z Smart, LLC	Rockwall, TX	06/24/2020			
ZNA DESIGN (ZNA GROUP LLC)	Katy, TX	06/24/2020			
ZolonTech, Inc.	Herndon, VA	06/24/2020			

External Invitations

Participant Detail

@RISK Technologies

Address 16400 N. Dallas Pkwy Unit 105 Participation Type: Active Supplier
Dallas, TX 75248

Invitation Date 06/24/2020
Invitation Type Automatic
Invitation Email(s) lbrehm@atrisktech.com

2 Inspire Peace

Address 1808 S. Good Latimer Expressway Participation Type: Active Supplier
Dallas, TX 75226

Classifications MBE (Primary),SBE,WBE

Invitation Date 06/24/2020
Invitation Type Automatic
Invitation Email(s) 2inspirepeace@gmail.com

2*2*4 Solutions Education Consulting Service

Address PO Box 2204 Participation Type: Active Supplier
Red Oak, TX 75154

Invitation Date 06/24/2020
Invitation Type Automatic
Invitation Email(s) solution224@outlook.com

365 Paving & Construction LLC

Address 1618 E. Griffin Parkway Participation Type: Active Supplier
Mission, TX 78572

Invitation Date 06/24/2020
Invitation Type Automatic
Invitation Email(s) 365paving@gmail.com

3rd I Process FX

Address 4007 Floyd St. Participation Type: Active Supplier
Houston, TX 77007

Invitation Date 06/24/2020
Invitation Type Automatic
Invitation Email(s) gmitchell@3rdiprocurement.com

Regular Board Meeting**6.F.4.****Meeting Date:** August 19, 2020**Title:** Renewal Options for Job No. 16/047YR-1 for Head Start Trainers and Consultants**Submitted For:** Bill Monroe, Purchasing**Submitted By:** Inga Ash**Recommended Action:** Approve**HCDE Goal(s):** 1. Impact education/respond to evolving needs**Additional Resource Personnel:** Dr. Amezcua, Bill Monroe, Inga Ash**Facilities/Technology Approval Needed?:** None

Information**Posted Agenda Item:**

Consider Ratification and approval of renewal option for job no. 16/047YR-1 for Head Start Trainers and Consultants with the following vendor: Creatively Inspired Communications for the period of 08/16/2020 through 08/15/2021.

Subject:

Head Start Trainers and Consultants; Renewal

Rationale:

Consider ratification and approval of renewal options for job no. 16/047YR-1 for Head Start Trainers and Consultants with the following vendor for the period of 08/16/2020 through 08/15/2021:

- Creatively Inspired Communications

Contract is in accordance with Texas Education Code 44.031.

Fiscal Impact**Attachments**

Execution of Offer

Form Review**Inbox**

Purchasing
Assistant Superintendent - Business
Purchasing Alternate (Originator)
Purchasing
Assistant Superintendent - Business
Form Started By: Inga Ash
Final Approval Date: 08/02/2020

Reviewed By

Bill Monroe
Inga Ash
Kendra Jackson
Bill Monroe
Jesus Amezcua

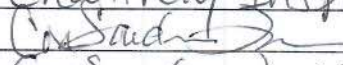
Date

07/29/2020 10:25 AM
07/29/2020 01:52 PM
07/29/2020 02:23 PM
07/29/2020 02:58 PM
08/02/2020
Started On: 07/28/2020 11:31 PM

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER – CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
- 2) All statements, information, and representations prepared and submitted in response to this contract renewal request are current, complete, true, and accurate.
- 3) It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
- 4) It shall be bound by all statements, representations, warranties, and guarantees made in the original proposal and the updated terms and conditions.
- 5) That all of the requirements of this contract renewal have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted.
- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	Creatively Inspired Communications		
AUTHORIZED SIGNATURE:			
PRINT NAME:	Con Sandra Jones		
TITLE:	Managing Consultant		
DATE:	July 22, 2020		
ADDRESS:	2424 W Sam Houston Pkwy		
CITY, STATE, ZIP CODE:	Houston, TX 77042		
PHONE:	281-797-5480	FAX:	
EMAIL ADDRESS:	CreativelyInspiredC@outlook.com		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:

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

Approval Date

Regular Board Meeting**6.G.1.****Meeting Date:** August 19, 2020**Title:** Schools Division Highpoint School East Annual Contracts FY21: Channelview ISD (18); La Porte ISD (8); Spring Branch ISD (8)**Submitted For:** Anthony Mays, Schools**Submitted By:** Denise Alamos**Recommended Action:** Approve**HCDE Goal(s):**
1. Impact education/respond to evolving needs
2. Deliver value responsibly
5. Recruit high-quality professionals**Additional Resource Personnel:** Anthony Mays, Jonathan Parker, Jesus Amezcua, Bill Monroe, Kendra Jackson**Facilities/Technology Approval Needed?:** None

Information**Posted Agenda Item:**

Consider approval of Interlocal (revenue) contract for FY 2021 in the aggregate amount of \$341,666 with Highpoint School East with the following districts: Channelview ISD for eighteen (18) in-county annual contracts in the amount of \$180,882 (\$10,049 each); La Porte ISD for eight (8) in-county annual contracts in the amount of \$80,392 (\$10,049 each); Spring Branch ISD for eight (8) in-county annual contracts in the amount of \$80,392 (\$10,049 each) for the contract period of 8/24/20 through 06/03/21.

Subject:

Interlocal (revenue) contract for FY 2021 in the aggregate amount of \$341,666 with Highpoint School East with the following district: Channelview ISD for eighteen (18) in-county annual contracts in the amount of \$180,882 (\$10,049 each); La Porte ISD for eight (8) in-county annual contracts in the amount of \$80,392 (\$10,049 each); Spring Branch ISD for eight (8) in-county annual contracts in the amount of \$80,392 (\$10,049 each) for the contract period of 8/24/20 through 06/03/21.

Rationale:

Entity	Description	Dates	Totals
Channelview ISD	Annual Contract (18) In-County \$10,049 each	8/24/20-6/3/21	\$180,882
La Porte ISD	Annual Contract (8) In-County \$10,049 each	8/24/20-6/3/21	\$80,392
Spring Branch ISD	Annual Contract (8) In-County \$10,049 each	8/24/20-6/3/21	\$80,392
Total			\$341,666

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

Attachments

HSE-Channelview ISD-Annual Contract-18

HSE-La Porte ISD-Annual Contract-8

HSE-Spring Branch-Annual Contract-8

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

2020-2021 ANNUAL CONTRACT

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

1. For the period beginning **August 24, 2020** and ending **June 3, 2021**, 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 **CISD**.
2. HCDE agrees to provide specialized facilities and properly certified/licensed personnel necessary to appropriately educate and provide instructional and counseling services to the student(s) in accordance with applicable law. During the period of this Contract, if HCDE fails to provide the necessary specialized facilities and certified personnel, **CISD** may terminate services until such time as HCDE can provide the necessary specialized services contracted herein. HCDE will not be held responsible for the services contracted herein if the necessary specialized facilities and properly certified/licensed personnel are unavailable.
3. HCDE agrees to furnish the **CISD** with a weekly statement of student(s) attendance.
4. HCDE agrees to maintain necessary records and accounts in order to assure that funds received from **CISD** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by **CISD**.
5. **CISD** 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 **CISD** and HCDE.
6. **CISD** will provide copies of all pertinent school records pertaining to the student(s). **CISD** agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be obtained by **CISD** 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 **CISD** and recommended for services as described herein. The ARD Committee of **CISD** 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 **CISD**. **CISD** may make such services available in conjunction with Highpoint or at a separate time and location, at the discretion of **CISD** and the ARD Committee. If **CISD** chooses to make such services available in conjunction with Highpoint, **CISD** will cooperate with Highpoint to minimize disruption at Highpoint. If **CISD** requires the student(s) to leave during the school day, the IEP must include transportation as a related service.

9. HCDE will update **CISD** on the progress of the referred student(s) at least once per semester. A member of the **CISD** 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, **CISD** 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. **CISD** 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 **CISD** for the amount of units purchased. **CISD** may sell unused units to another district upon obtaining HCDE's prior written consent.

In the event that **CISD** makes a payment to HCDE with a credit card, **CISD** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).

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.

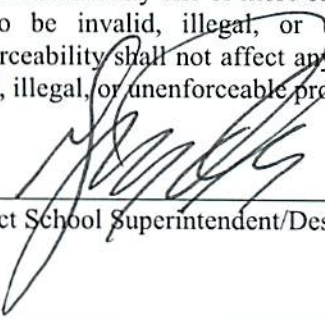
16. Any notice provided under the terms of this Contract by either party to the other shall be in writing and sent by certified mail, return receipt requested. Notice shall be sufficient if made or addressed as follows:

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

CISD
Attention:
Mr. Greg Ollis, Superintendent
828 Sheldon Road,
Channelview, Texas 77530

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

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



Date

County School Superintendent/Designee

Date

For HCDE Office use only: Revenue Account No. 19910060700970 57250000 **Highpoint School East**



INTERLOCAL AGREEMENT FOR SPECIALIZED SERVICES HIGHPOINT SCHOOL (HS) EAST

2020-2021 ANNUAL CONTRACT

Pursuant to the Interlocal Cooperation Act, Chapter 7 of the Texas Government Code, Harris County Department of Education (HCDE) and **La Porte Independent School District**, ("LPISD") hereby enter into an Interlocal Contract (Contract) for the purpose of providing educational and related services under the Texas Education Code (T.E.C.) Chapter 37, for students who have been removed from LPISD for committing an offense described in T.E.C., Chapter 37, or for engaging in behavior for which LPISD Student Code of Conduct requires a discipline alternative education placement.

1. For the period beginning **August 24, 2020** and ending **June 3, 2021**, HCDE agrees to provide services described herein for **eight (8)** units to eligible students requiring a discipline alternative education placement referred to herein as students who are residents of LPISD.
2. HCDE agrees to provide specialized facilities and properly certified/licensed personnel necessary to appropriately educate and provide instructional and counseling services to the students in accordance with applicable law. During the period of this Contract, if HCDE fails to provide the necessary specialized facilities and certified personnel, LPISD may terminate services until such time as HCDE can provide the necessary specialized services contracted herein. HCDE will not be held responsible for the services contracted herein if the necessary specialized facilities and properly certified/licensed personnel are unavailable.
3. HCDE agrees to furnish the LPISD with a weekly statement of students' attendance.
4. HCDE agrees to maintain necessary records and accounts in order to assure that funds received from LPISD have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by LPISD.
5. LPISD is responsible for providing transportation to and from Highpoint. Location of pick-up and drop-off points and time of service will be determined by representatives of LPISD and HCDE.
6. LPISD will provide copies of all pertinent school records pertaining to the students. LPISD agrees to furnish HCDE a copy of any additional pertinent documents regarding the students that may be obtained by LPISD during the term of this Contract. Records must include, but are not limited to, a recommendation letter from the school or district stating explicitly why the student is being referred to Highpoint, the student's Middle School Plan for students in grades 6-12 or the student's Graduation Plan for students in grades 11-12 and the student's current transcript, including all achievement test records, for special education students, the student's current IEP, in accordance to Article 1 of this contract, 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 the student's current year's attendance records.
7. Special education students served under this Contract have been classified by the Admission, Review and Dismissal Committee of the school of regular attendance within LPISD and recommended for services as described herein. The Admission Committee of LPISD has affirmed the classification and approved the recommendation of such contracted services. An HCDE representative must participate in the Admission Committee meeting considering Highpoint placement.

- With referred Special Education student's, HCPS is responsible for providing the educational and support services that are provided to non-disabled students. Additional services required by a disabled student's to implement the student's Individualized Education Plan (IEP) and/or 504 plan are to be provided by LPISD. LPISD may make such services available in conjunction with Highpoint or at a separate time and location, at the discretion of LPISD and the IEP Committee. If LPISD chooses to make such services available in conjunction with Highpoint, LPISD will cooperate with Highpoint to minimize disruption at Highpoint. If LPISD requires the student's to leave during the school day, the IEP must include transportation as a related service.
 - HCPS will update LPISD on the progress of the referred student's at least once per semester. A member of the LPISD administrative staff will monitor, assess and evaluate student's progress as established by this Contract, including at least one on-site visit annually.
10. In consideration of the services provided herein, LPISD agrees to pay HCPS an in-county fee of **\$80,392** and any additional fees in the following manner
- \$10,049** times the number of units purchased. LPISD will be billed twice a year and payment will be due upon receipt of invoice.
 - \$75.00** special education surcharge times the number of enrollment days for Special Education student's
 - \$15.00** per diem times the number of student's in attendance over the number of units purchased (8).
- HCPS will bill LPISD for the amount of units purchased. LPISD may sell unused units to another district upon obtaining HCPS prior written consent.
- In the event that LPISD makes a payment to HCPS with a credit card, LPISD agrees to pay to HCPS a surcharge fee consisting of any applicable credit card fees and costs borne by HCPS, including, without limitation, the processing fees charged to HCPS by the credit card companies.
- 11. The parents of the student's shall not be charged for the services contracted under this Contract.
 - 12. HCPS will follow IEP and other applicable laws when considering dismissal and/or expulsion of a qualified special education student's from the Highpoint program.
 - 13. This Contract may be amended only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this Contract.
 - 14. Each party paying for the performance of governmental functions must make those payments from current revenues available to the paying party.
 - 15. Neither this Contract nor any duties or obligations under it shall be assignable by either party without the prior written acknowledgment and authorization of the other party.
 - 16. Any notice provided under the terms of this Contract by either party to the other shall be in writing and sent by certified mail, return receipt requested. Notice shall be sufficient if made or addressed as follows

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

LPISD
Attention:
Dr. Walter Jackson, Superintendent
1002 San Jacinto St.,
LaPorte, Texas 77571

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

17. This Contract shall be construed under the laws of the State of Texas and mandatory and exclusive venue in any action arising out of this Contract shall be in Harris County, Texas.
18. This Contract does not create a joint venture or business partnership under Texas law.
19. Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.
20. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Rhonda Cumbie

District School Superintendent/Designee

6-25-2020

Date

County School Superintendent/Designee

Date

For HCDE Office use only: Revenue Account No. 19910060700970 57250000 **Highpoint School East**



INTERLOCAL AGREEMENT FOR SPECIALIZED SERVICES HIGHPOINT SCHOOL (HS) EAST

2020-2021 ANNUAL CONTRACT

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

1. For the period beginning **August 24, 2020** and ending **June 3, 2021**, HCDE agrees to provide services described herein for **eight (8)** units to eligible student(s) requiring a discipline alternative education placement (referred to herein as "student(s)") who are residents of **SBISD**.
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, **SBISD** 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 **SBISD** 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 **SBISD** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by **SBISD**.
5. **SBISD** 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 **SBISD** and HCDE.
6. **SBISD** will provide copies of all pertinent school records pertaining to the student(s). **SBISD** agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be obtained by **SBISD** 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 **SBISD** and recommended for services as described herein. The ARD Committee of **SBISD** 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 **SBISD**. **SBISD** may make such services available in conjunction with Highpoint or at a separate time and location, at the discretion of **SBISD** and the ARD Committee. If **SBISD** chooses to make such services available in conjunction with Highpoint, **SBISD** will cooperate with Highpoint to minimize disruption at Highpoint. If **SBISD** requires the student(s) to leave during the school day, the IEP must include transportation as a related service.
9. HCDE will update **SBISD** on the progress of the referred student(s) at least once per semester. A member of the **SBISD** 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, **SBISD** agrees to pay HCDE an in-county fee of **\$80,392** and any additional fees in the following manner:

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

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

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

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

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

SBISD

Attention:

Jennifer Blaine, Ed. D, Superintendent
955 Campbell Road,
Houston, Texas 77024

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.

DocuSigned by:

Richard L. Gay

6/11/2020

District School Superintendent/Designee

Date

County School Superintendent/Designee

Date

For HCDE Office use only: Revenue Account No. 19910060700970 57250000 **Highpoint School East**

Regular Board Meeting**7.A.**

Meeting Date:	August 19, 2020		
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. Jesus Amezcua, Bill Monre	Facilities/Technology Approval Needed?:	None

Information**Posted Agenda Item:**

Consider approval of Revenue Agreement between the Education Foundation of Harris County and Harris County Department of Education for CASE for Kids. The Education Foundation of Harris County is providing \$495,000 received from the Houston Endowment for the support of Harris County Department of Education's CASE for Kids division's implementation of Youth Pathways: Digital badging initiative. The award will be expended over three years with up to a five-year period for project completion. The payout of these monies to CASE for Kids will be on the following schedule:

\$173,250.00 on or before August 31, 2021
\$198,000.00 on or before August 31, 2022
\$123,750.00 on or before August 31, 2023

Subject:

Revenue agreement from the Education Foundation of Harris County to CASE for Kids for digital badging initiative.

Rationale:

CASE will work with after school programs, businesses, community organizations, religious organizations; etc. to create digital badges or "electronic symbols used to document performance and achievement." (Carey, Kimberly L., May 2018). Students can use the badges to confirm skills they have learned or a task they have mastered; they can add to their portfolio for college entrance applications; and/or they can promote their accomplishments via social media for prospective employers to view. Badges are skills-based with evidence of mastery associated with the badge including, but not limited to, micro-accreditation with technology applications; or participation-based for providers of enrichment activities such as art; chess; fencing; etc.

Fiscal Impact**Attachments**

EFHC Award Letter

Form Review

Inbox

Reviewed By

Date

564



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 16, 2020

RE: Agreement between EFHC and CASE for Kids for Houston Endowment Grant

The Education Foundation of Harris County has received a \$500,000 grant award that will support Harris County Department of Education's CASE for Kids division's implementation of Youth Pathways: Digital badging initiative for up to a five-year period. Per the awarded application's budget one percent will remain in the EFHC to cover administrative costs and the remaining \$495,000 will be contracted to HCDE/CASE for project implementation.

The payout of these monies to CASE for Kids will be on the following schedule:

- \$173,250.00 on or before August 31, 2021
- \$198,000.00 on or before August 31, 2022
- \$123,750.00 on or before August 31, 2023

Please invoice the Foundation for these amounts at the beginning of the month when payments are scheduled.

Sincerely,

James Edgar

James Edgar (Jul 29, 2020 10:09 CDT)

James Edgar
Board Chair

Dr. Jesus Amezcua
HCDE Assistant Superintendent

Date: Jul 29, 2020

Date: _____





HE Redo

Final Audit Report

2020-07-29

Created:	2020-07-28
By:	Danielle Bartz (dbartz@hcde-texas.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMJiNNZLCEqCyce_GKZMa6okdyElwNtJ2

"HE Redo" History

-  Document created by Danielle Bartz (dbartz@hcde-texas.org)
2020-07-28 - 4:17:36 PM GMT- IP address: 50.238.110.131
-  Document emailed to James Edgar (jamesedgar1@gmail.com) for signature
2020-07-28 - 4:18:49 PM GMT
-  Email viewed by James Edgar (jamesedgar1@gmail.com)
2020-07-29 - 3:08:39 PM GMT- IP address: 66.102.7.127
-  Document e-signed by James Edgar (jamesedgar1@gmail.com)
Signature Date: 2020-07-29 - 3:09:01 PM GMT - Time Source: server- IP address: 67.38.181.69
-  Signed document emailed to James Edgar (jamesedgar1@gmail.com) and Danielle Bartz (dbartz@hcde-texas.org)
2020-07-29 - 3:09:01 PM GMT

Regular Board Meeting**7.B.****Meeting Date:** August 19, 2020**Title:** Replacement of fencing at Fortis Academy**Submitted For:** Richard Vela, Facilities**Submitted By:** Julie Carson**Recommended Action:** Approve**HCDE Goal(s):** 2. Deliver value responsibly**Additional Resource Personnel:** Joe Carreon**Facilities/Technology Approval Needed?:** Facilities

Information**Posted Agenda Item:**

Consider approval of project delivery/contract method of job order contracting and approval of job order the contract for removal and replacement of fence perimeter at Fortis Academy with ERC Environmental & Constructions Services (Choice Partners Job No. 20/017MR-09) in the total amount of \$105,481.60 (Funding from FY 19-20 construction funds).

Subject:

Fence Replacement at Fortis Academy with ERC (Choice Partners Job No. 20/017MR-09)

Rationale:

Consider approval of job order contract for the removal and replacement of fence perimeter at Fortis Academy with ERC Environmental & Constructions Services (Choice Partners Job No. 20/017MR-09) in the total amount of \$105,481.60. This project consist of removing the exisiting chain link fence and replacing it with a 7' wooden fence on three (3) sides; and 7' wrought iron fence with two (2) vehicle gates with gate operators at the entrance and exit.

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

Attachments

ERC Contract

ERC Proposal

Form Review**Inbox**

Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Julie Carson
Final Approval Date: 08/02/2020

Reviewed By

Yaritza Roman
Bill Monroe
Jesus Amezcua

Date

07/30/2020 06:25 PM
07/30/2020 06:40 PM
08/02/2020
Started On: 07/28/2020 03:09 PM

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** ("Contractor"), whose main office address is **10801 Hammerly Blvd., Ste. 100, Houston, TX 77043** for Job Order Contracting Services, effective as of **August 19, 2020** (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 **#20/017MR-09**, 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 **ERC** 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 **#20/017MR-09**, and Contractor's proposal submitted in response to the solicitation issued by HCDE/Choice Partners for Choice Partners Contract **#20/017MR-09**, 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 #20/017MR-09.

1.8 The term “**Coefficient Multiplier**” means the numerical factor required to be applied pursuant to Contractor’s award under Choice Partners Contract #20/017MR-09 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 effective August 19, 2020 (date) through August 31, 2020 (date). Owner may exercise renewal options for up to four additional one-year terms, in Owner’s sole discretion, provided that Contractor is still an eligible vendor under the Choice Partners purchasing cooperative. Job Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Job Order issued by Owner.

2.2 **Completion of Work in Progress:** Owner has the option to extend the term of this Contract, or any renewal period, as necessary for Contractor to complete work on any Job Order approved by Owner prior to the expiration of the Contract.

III. AUTHORIZED CONTRACT SUM

3.1 **Contract Sum:** The maximum aggregate contract expenditures for the term is \$105,481.60. 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.

15.6 Right of Setoff: In addition to all other rights and remedies that Owner may have, Owner shall have the right to setoff, against any and all amounts due to Contractor by Owner, whether due under this Contract or any other agreement between Owner (including any division of Owner) and Contractor, any sums for which Owner is entitled to under this Contract, as determined by Owner in its sole discretion, including, without limitation, sums due by Contractor to Owner as a result of indemnification obligations, warranty claims, and/or HCDE/Choice Partners Administrative Fee(s), as applicable.

XVI. TERMINATION FOR CONVENIENCE OF OWNER

16.1 Termination: Owner may, with or without cause, terminate performance of the Work under this Contract or any Job Order in whole or, from time to time, in part, if Owner determines that termination is

in Owner's interest. Owner shall effect such termination by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date.

16.2 After receipt of a Notice of Termination, and except as directed by Owner, Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Article:

- a. Stop work as specified in the notice;
- b. Place no further subcontracts or orders (referred to as subcontracts in this Article) for materials, services or facilities, except as necessary to complete any Work not terminated;
- c. Assign to Owner, as directed by Owner, all right, title, and interest of Contractor under the subcontracts to the extent they relate to the Work terminated, in which case Owner shall have the right to settle or to pay any termination settlement proposal arising out of those terminations, or with approval or ratification to the extent required by Owner, Contractor shall settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the approval or ratification of which will be final for purposes of this Section;
- d. As directed by Owner, transfer title and deliver to Owner:
 - i. The fabricated or un-fabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated, and
 - ii. The completed or partially completed plans, drawings, information, and other property that, if the Contract and/or Job Order had been completed, would be required to be furnished to Owner;
- e. Complete performance of the Work not terminated;
- f. Take any action that may be necessary, or that Owner may direct, for the protection and preservation of the property related to this Contract and/or the Job Order that is in the possession of Contractor and in which Owner has or may acquire an interest;
- g. Use its best efforts to sell, as directed or authorized by Owner, any property of the types referred to in paragraph 16.2(c) above; provided, however, that Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and at prices approved by, Owner. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Owner under the Contract and/or Job Order, credited to the price or cost of the Work, or paid in any other manner directed by Owner.

XVII. DEFAULT

17.1 **Termination of Right to Proceed:** If Owner determines that Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Job Order, or fails to complete the Work within this time, Owner may terminate the Contractor's right to proceed with the Work (or separable part of the Work), upon seven (7) calendar days' written notice to the Contractor. In this event, Owner may take over the Work and complete it by contract or otherwise and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work.

Contractor's right to proceed shall not be terminated under this Section, if:

- a. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include:

- i. acts of God or of the public enemy,
 - ii. acts of Owner in its contractual capacity,
 - iii. acts of another Contractor in the performance of a written Contract with Owner,
 - iv. fires,
 - v. floods,
 - vi. epidemics,
 - vii. quarantine restrictions,
 - viii. strikes,
 - ix. freight embargoes, or
 - x. unusually severe weather
- b. Contractor, within seven (7) calendar days from the beginning of any such delay (unless extended by Owner), shall notify Owner in writing of the causes of delay. Owner shall ascertain the facts and the extent of delay. If, in the judgment of Owner, the findings of fact warrant such action, the time for completing the Work under the Job Order shall be extended.

If, after termination of Contractor's right to proceed, it is determined that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Owner. The rights and remedies of Owner in this Article are in addition to any other rights and remedies provided by law or under this Contract.

17.2 Termination for Default: In the event Contractor fails to carry out or comply with any of the terms and conditions of this Contract or any Job Order, Owner may notify Contractor of such failure or default in writing and demand that the failure or default be remedied within seven (7) calendar days; in the event Contractor fails to remedy such failure or default within seven (7) day period, Owner shall have the right to terminate this Contract and/or any Job Order. Without limiting the foregoing, the following shall constitute a material breach by Contractor, upon the occurrence of which Contractor shall immediately notify Owner: Contractor: (i) ceases its business operations; (ii) makes a general assignment for the benefit of creditors; (iii) is adjudged bankrupt; or (iv) becomes insolvent.

17.3 Effect of Termination: Termination of this Contract or any Job Order under any circumstances whatsoever shall not effect or relieve Contractor from any obligation or liability that may have been incurred or will be incurred, and such termination by Owner shall not limit any other right or remedy available to Owner at law or in equity.

XVIII. CANCELLATION FOR CONFLICT OF INTEREST

18.1 Pursuant to applicable law, Owner may cancel this Contract, without penalty or further obligation to Contractor, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the Owner was at any time while this Contract or extension of this Contract is in effect, an employee or agent of any other party to this Contract in any capacity or consultant to any other party of this Contract. A cancellation made pursuant to this provision shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

XIX. INSURANCE

19.1 Contractor shall purchase and maintain in effect during the term of this Contract insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Contractor from claims which may arise out of or result from Contractor's operations whether such operations are

performed by Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

- a. WORKERS' COMPENSATION INSURANCE providing statutory benefits in accordance with the laws of the State of Texas or any federal statutes as may be applicable to the Work being performed under this Contract.

- b. EMPLOYER'S LIABILITY INSURANCE with limits of liability not less than:

\$1,000,000	Each Accident
\$1,000,000	Policy Limits
\$1,000,000	Each Employee

- c. COMMERCIAL GENERAL LIABILITY INSURANCE including products/Completed Operations and Contractual Liability with limits of liability not less than:

Occurrence / Personal Injury / Advertising /	
\$1,000,000 CSL	Products / Completed Operations
\$2,000,000 CSL	Annual Aggregate
\$2,000,000 CSL	Products Aggregate
\$1,000,000 CSL	Fire, Lightning or Explosion
\$5,000 Per Person	Medical Expense

- d. AUTOMOBILE LIABILITY INSURANCE covering all owned, hired and non- owned motor vehicles used in connection with the Work being performed under this Contract with limits of liability not less than:

\$1,000,000	Bodily Injury / Property Damage
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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:

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 be 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
10801 Hammerly Blvd, Suite 100
Houston, TX 77043
Attn: Shelly Horan
(713) 290-9444

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 **#20/017MR-09**, including any addenda thereto;
- g. Contractor's proposal submitted in response to the solicitation for Choice Partners Contract **#20/017MR-09**.

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.

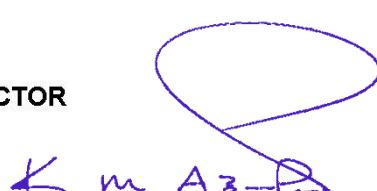
IN WITNESS WHEREOF, Owner and Contractor have executed and delivered this Contract effective as of the date identified above.

OWNER

By: _____
 Name: Jesus Amezcua, PhD, CPA, RTSBA
 Title: Assistant Superintendent of Business Services

 Date

CONTRACTOR

By: 
 Name: Kommy M. Azarpour
 Title: President

07/28/20

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 **ERC** (Job Order Contractor) dated **August 19, 2020**, and shall become part of the Contract upon execution by Owner. This Job Order is issued in accordance with Choice Partners contract **#20/017MR-09** and Contractor's proposal submitted in response to the solicitation issued by HCDE/Choice Partners for Choice Partners contract **#20/017MR-09**. 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: **Removal of chain link fence. Replacing with wooden fence on 3 sides and wrought iron fence and gates with gate operators.** If applicable, any additional agreed Work, technical specifications, and/or drawings shall be as set forth and listed in the Job Order Proposal attached hereto as Exhibit 1.
2. **Deadline for Performance.** Job Order Contractor shall complete performance of the Work specified herein on or before **August 31, 2020**. The parties agree that the "per day" amount for Liquidated Damages, as defined in Master Contract, shall be \$0.00. The Date of Commencement is: [] the date on which both parties duly execute this Job Order or [X] will be fixed in a Notice to Proceed issued by the Owner.
3. **Place of Performance.** Contractor shall perform the Work specified herein at the following location(s) **Harris County Department of Education – Fortis Academy, 11902 Spears Rd, Houston, TX 77067**
4. **Agreed Total Price.** The parties hereby agree that the Total Price for all Work under this Job Order is **\$105,481.60**, as specified in the Job Order Proposal attached hereto as Exhibit 1. Services rendered in accordance with this Job Order shall be funded by **Facilities General Fund** [funding source(s)]. Payment for services rendered shall be allocated as follows: **100%** funded by **Facilities General Fund** [funding source]; and **0** % funded by **N/A** [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 [x] is required, [] is not required for this Job Order.
A Performance Bond [x] is required, [] is not required for this Job Order.
6. **Insurance.** Contractor shall provide certificate(s) of insurance as required by Section XIX of the Master Contract, evidencing that Contractor has purchased and maintained insurance of the types and with minimum limits of liability as stated in Section XIX of the Master Contract.
7. **Owner's Authorized Representative.** Owner's authorized representative for acceptance of any completed Work under this Job Order is: **Joe Carreon / Construction Director**.

AUTHORIZED AND ACCEPTED:

JOB ORDER CONTRACTOR/ ERC

By: 
Name: **Kommy M. Azarpour**

Date: **07/28/20**
Title: **President**

OWNER/HARRIS COUNTY DEPARTMENT OF EDUCATION

By: _____
Name: _____

Date: _____
Title: _____

EXHIBIT A: Contractor's Job Order Proposal, dated 7/30/2020.

Prevailing Wage Rate Determination Information

The following information is from Chapter 2258 Texas Government Code:

Sec. 2258.021. Right to be Paid Prevailing Wage Rates.

- (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:
 - (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
 - (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
- (b) Subsection (a) does not apply to maintenance work.
- (c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Sec. 2258.023. Prevailing Wage Rates to be paid by Contractor and Subcontractor; Penalty.

- (a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.
- (b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
- (c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
- (d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
- (e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Sec. 2258.051. Duty of Public Body to Hear Complaints and Withhold Payment.

A public body awarding a contract, and an agent or officer of the public body, shall:

- (1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and
- (2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Prevailing Wage Rates – School Construction Trades

Effective: June 12, 2019

Texas Gulf Coast Area

CLASSIFICATION	2019 HOURLY RATE
ASBESTOS WORKER	\$18.00
BRICKLAYER; MASON	\$18.98
CARPENTER; CASEWORKER	\$18.90
CARPET LAYER; FLOOR INSTALLER	\$19.80
CONCRETE FINISHER	\$13.90
DATA COMM/TELE COMM	\$22.58
DRYWALL INSTALLER; CEILING INSTALLER	\$16.40
ELECTRICIAN	\$25.50
ELEVATOR MECHANIC	\$31.50
FIREPROOFING INSTALLER	\$19.17
GLAZIER	\$19.67
HEAVY EQUIPMENT OPERATOR	\$21.00
INSULATOR	\$14.90
IRONWORKER	\$23.00
LABORER, HELPER	\$11.75
LATHERER; PLASTERER	\$18.60
LIGHT EQUIPMENT OPERATOR	\$13.25
METAL BUILDING ASSEMBLER	\$16.33
MILLWRIGHT	\$26.30
PAINTER; WALL COVERING INSTALLER	\$14.67
PIPEFITTER	\$25.17
PLUMBER	\$31.00
ROOFER	\$15.10
SHEET METAL WORKER	\$20.25
SPRINKLER FITTER	\$20.61
STEEL ERECTOR	\$23.33
TERRAZZO WORKER	\$16.42
TILE SETTER	\$15.30
WATERPROOFER; CAULKER	\$14.90

This document was developed by PBK Architects, Inc., in strict accordance with Chapter 2258 of the Texas Government Code.

Prevailing Wage Rates

Worker Classification Definition Sheet

CLASSIFICATION	DEFINITION
ASBESTOS WORKER	Worker who removes and disposes of asbestos materials.
BRICKLAYER; MASON	Craftsman who works with masonry products, stone, brick, block, or any material substituting those materials and accessories.
CARPENTER; CASEWORKER	Worker who build wood structures or structures of any material which has replaces wood. Includes rough and finish carpentry, hardware and trim.
CARPET LAYER; FLOOR INSTALLER	Worker who installs carpets and/or floor coverings, vinyl tile.
CONCRETE FINISHER	Worker who floats, trowels, and finishes concrete.
DATA COMM/TELE COMM	Worker who installs data/telephone and television cable and associate equipment and accessories.
DRYWALL; CEILING INSTALLER	Worker who installs metal framed walls and ceiling, drywall coverings, ceiling grids, and ceilings.
ELECTRICIAN	Skilled craftsman who installs or repairs electrical wiring and devices. Includes fire alarm systems and HVAC electrical controls.
ELEVATOR MECHANIC	Craftsman skilled in the installation and maintenance of elevators.
FIREPROOFING INSTALLER	Worker who sprays or applies fire proofing materials.
GLAZIER	Worker who installs glass, glazing, and glass framing.
HEAVY EQUIPMENT OPERATOR	Includes but not limited to: all CAT tractors, all derrick-powered, all power operated cranes, back-hoes, back-fillers, power operated shovels, winch trucks, and all trenching machines.
INSULATOR	Worker who applies, sprays, or installs insulation.
IRONWORKER	Skilled craftsman who erects structural steel framing, and installs structural concrete Rebar.
LABORER, HELPER	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials or tools, hauling, digging, clean up.
LATHERER;PLASTERER	Worker who installs metal framing and lath. Worker who applies plaster to lathing and installs associated accessories.
LIGHT EQUIPMENT OPERATOR	Includes but not limited to , air compressors, truck crane drivers, flex planes, building elevators, form graders, concrete mixers less than 14cf, conveyers.
METAL BUILDING ASSEMBLER	Worker who assembles pre-made metal buildings.
MILLWRIGHT	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts, and align pumps.
PAINTER; WALL COVERING INSTALLER	Worker who prepares wall surfaces and applies paint and/or coverings, tape, and bedding.
PIPEFITTER	Trained worker who installs piping systems, chilled water piping and hot water (boiler) piping, pneumatic tubing controls, chillers, boilers, and associated mechanical equipment.
PLUMBER	Skilled craftsman who installs domestic hot and cold water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
ROOFER	Worker who installs roofing materials, Bitumen (asphalt and coal tar) felts, flashings, all types of roofing membranes, and associated products.
SHEET METAL WORKER	Worker who installs sheet metal products, Roof metal, flashings and curbs, ductwork, mechanical equipment, and associated metals.
SPRINKLER FITTER	Worker who installs fire sprinklers systems and fire protectant equipment.
STEEL ERECTOR	Worker who erects and dismantles structural steel frames of buildings and other structures.
TERRAZZO WORKER	Craftsman who places and finishes Terrazzo.
TILE SETTER	Worker who prepares wall and/or floor surfaces and applies ceramic tiles to these surfaces.
WATERPROOFER; CAULKER	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membranes, and liquid membranes, sprayed, rolled or brushed.

Revised: July 30, 2020

[Revised: July 28, 2020]

[Revised: July 28, 2020]

[Revised: July 13, 2020]

[Original: June 15, 2020]

Choice Partners #20/017MR-09

Joe Carreon
Director of Construction
Facility Support Services
Harris County Dept of Education
6005 Westview Dr
Houston, TX 77055

Via email: Joe Carreon <jcarreon@hcde-texas.org>

Re: Proposal No: 2005230 R3
Add fencing to perimeter of building/ vehicle access gates
HCDE- Fortis Academy- Fencing
11902 Spears Rd
Houston, TX 77067

Dear Mr Carreon,

Pursuant to your request, ERC Environmental & Construction Services, Inc. (**ERC**) is pleased to submit this proposal for the above referenced work at the subject property.

Scope of Work

Our firm is fully staffed to be able to easily integrate this Scope of Work. This proposal includes labor, materials, and project management.

- Add fencing to exterior perimeter of building as per specifications provided by Owner (6' treated wood with 12" rot board and wood posts and 7' wrought iron fence and gate). Includes:
 - 2 vehicle access gates
 - One double swinging
 - One slide
 - 4 pedestrian gates (2 wrought iron; 2 wood)
 - Access keypads and exit sensors
 - Motors and electrical.

Proposed Estimate

Proposed Cost \$102,936.60

P&P Bond Cost Estimate\$2,545.00

Total Cost Estimate\$105,481.60

Our services are invoiced monthly or upon completion of specific phases. If this proposal is acceptable to you, please sign the enclosed proposal acceptance sheet and return it to our office at your earliest convenience. This proposal is valid for 60 days from the proposal date unless extended in writing.

This proposal, including description of work to be performed, pricing, and terms and conditions, is ***proprietary and confidential***. No part of this document may be disclosed, in any manner, to a third party without the prior written consent of ERC.

We appreciate the opportunity to provide professional construction-related services to **Harris County Department of Education**. Should you have any questions or require any additional information, please do not hesitate to contact our office at your convenience.

Respectfully submitted,

ERC

Project Coordinator



Shelly Horan
Project Coordinator

Encl. RS Means Estimate
Owner-Provided Fence Specs

xc: File
KAzarpour, PNix APaterson, SHearn

/sh

Harris County Department of Education
Fortis Academy Fence



Choice Partners #20/017MR-09

Qty	Line Number	Description	Unit	Ext. Mat. O&P	Ext. Labor O&P	Ext. Equip. O&P	Ext. Total O&P	Data Release	CCI Location	Notes
5	023213101400	Subsurface investigation, boring and exploratory drilling, drill rig and crew with truck mounted auger, includes bit, layout and set up	Day	\$ -	\$ 3,018.85	\$ 6,737.65	\$ 9,756.50	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	Demolition of Existing Fencing
400	024113621100	Selective demolition, chain link fences & gates, fence, fabric & accessories, fabric, to 8' high	L.F.	\$ -	\$ 636.00	\$ 116.00	\$ 752.00	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
800	024113621200	Selective demolition, chain link fences & gates, fence, fabric & accessories, barbed wire	L.F.	\$ -	\$ 200.00	\$ 40.00	\$ 240.00	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
100	024113621300	Selective demolition, chain link fences & gates, fence, fabric & accessories, extension arms & eye tops	Ea.	\$ -	\$ 425.00	\$ 79.00	\$ 504.00	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
2	323113307805	Chain link fence gates and posts, gates, chain link fence, cantilever, manual, expansion roller (pair), 24' wide x 8' high, excludes excavation	Ea.	\$ 6,277.50	\$ 3,375.90	\$ 630.54	\$ 10,283.94	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	Wrought Iron Gatrns
3	323111107820	Chain link fence gates and posts, motor operators for gates, up to 45' sliding, excludes electric wiring & excavation	Ea.	\$ 10,183.50	\$ 6,521.64	\$ -	\$ 16,705.14	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
2	323111107845	Chain link fence gates and posts, gate operators, master slave system	Ea.	\$ 386.88	\$ 540.14	\$ -	\$ 927.02	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
20	323113640220	Fence, chain link, terminal posts, 16 ga., steel, galv, 2-1/2" x 8' x 0.065 wall, installed on existing concrete slab, includes floor flange	Ea.	\$ 753.40	\$ 310.00	\$ 229.80	\$ 1,293.20	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	Wrought Iron Fencing; 7' high pickets
12	323113640230	Fence, chain link, terminal posts, 16 ga., steel, galv, 4" x 10' x 0.160 wall, installed on existing concrete slab, includes floor flange	Ea.	\$ 1,450.80	\$ 186.00	\$ 137.88	\$ 1,774.68	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
200	323119105600	Decorative metal fences and gates, tubular picket, steel, 6' sections, 2" posts, 6' high, includes excavation	L.F.	\$ 10,882.00	\$ 1,300.00	\$ 280.00	\$ 12,462.00	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
3	323119106200	Decorative metal fences and gates, tubular picket, steel, gates, 4' high, 3' wide	Ea.	\$ 1,032.30	\$ 380.55	\$ -	\$ 1,412.85	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
3	323119106500	Decorative metal fences and gates, tubular picket, steel, gates, 6' high, 4' wide, includes excavation	Ea.	\$ 1,060.20	\$ 380.55	\$ -	\$ 1,440.75	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
1100	323129100260	Wood fences & gates, fence, board fence, preservative treated, 3 rail, 1" x 4" boards, 2" x 4" rails, 4" x 4" post, 5' high, includes post and post hole	L.F.	\$ 14,322.00	\$ 10,967.00	\$ 2,376.00	\$ 27,665.00	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	6' treated wood pickets with 12" rot board
1100	061110101060	Beam and girder framing, single, 2" x 12"	L.F.	\$ 2,090.00	\$ 1,276.00	\$ -	\$ 3,366.00	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
1100	062213400100	Exterior trim and moldings, band board, cedar, rough sawn, 1" x 2"	L.F.	\$ 858.00	\$ 1,144.00	\$ -	\$ 2,002.00	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	



Choice Partners #20/017MR-09

Qty	Line Number	Description	Unit	Ext. Mat. O&P	Ext. Labor O&P	Ext. Equip. O&P	Ext. Total O&P	Data Release	CCI Location	Notes
10	260519901250	Wire, copper, stranded, 600 volt, #10, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	C.L.F.	\$ 237.60	\$ 405.60	\$ -	\$ 643.20	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	Electrical for motors and access pads
1500	260533131800	Rigid galvanized steel conduit, 1" diameter, to 10' H, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	L.F.	\$ 13,470.00	\$ 9,330.00	\$ -	\$ 22,800.00	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
20	260533131993	Rigid galvanized steel conduit, field bends, 45 Deg. to 90 Deg., 1" diameter	Ea.	\$ -	\$ 225.20	\$ -	\$ 225.20	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
5	260533252300	Conduit fittings for rigid galvanized steel, LB, LR or LL fittings & covers, 1" diameter	Ea.	\$ 76.80	\$ 184.20	\$ -	\$ 261.00	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
4	260533252440	Conduit fittings for rigid galvanized steel, T fittings, with cover, 1" diameter	Ea.	\$ 79.20	\$ 179.80	\$ -	\$ 259.00	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
5	260533351100	Flexible metallic conduit, sealtite, 1" diameter	L.F.	\$ 12.95	\$ 28.90	\$ -	\$ 41.85	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
8	260533351900	Flexible metallic conduit, sealtite, connectors, plain, 1" diameter	Ea.	\$ 64.24	\$ 81.12	\$ -	\$ 145.36	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	

\$ 63,237.37 \$ 41,096.45 \$ 10,626.87 \$ 114,960.69

ERC / Choice Partners Coefficient 0.90

Total with Applied Coefficient \$ 103,464.62

Additional Discount \$ (528.02)

Proposed Amount \$ 102,936.60

Regular Board Meeting**7.C.****Meeting Date:** August 19, 2020**Title:** Elevator Modernization at 6005 Westview**Submitted For:** Richard Vela, Facilities**Submitted By:** Julie Carson**Recommended Action:** Approve**HCDE Goal(s):** 2. Deliver value responsibly**Additional Resource Personnel:** Joe Carreon**Facilities/Technology Approval Needed?:** Facilities

Information**Posted Agenda Item:**

Consider approval of project delivery/contract method of job order contracting and approval of job order contract for modernization of the existing elevator located at 6005 Westview with ERC Environmental & Construction Services (Choice Partners Job No. 20/017MR-09) in the total amount of \$171,900.25 (Funding from FY 19-20 construction funds).

Subject:

Elevator modernization at 6005 Westview with ERC (Choice Partners Job No. 20/017MR-09)

Rationale:

Consider approval of job order contract for the modernization of the existing elevator located at 6005 Westview with ERC Environmental & Constructions Services (Choice Partners Job No. 20/017MR-09), and per specifications by Swett & Associates Elevator Consultants dated July 10th, 2020, and the Electrical/Mechanical drawings by LTY Engineers. The total cost for this project is \$171,900.25.

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

Attachments

ERC Contract

ERC Proposal

Form Review**Inbox**

Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Julie Carson
Final Approval Date: 08/02/2020

Reviewed By

Yaritza Roman
Bill Monroe
Jesus Amezcua

Date

07/30/2020 03:11 PM
07/30/2020 06:43 PM
08/02/2020
Started On: 07/28/2020 02:24 PM

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** ("Contractor"), whose main office address is **10801 Hammerly Blvd., Ste. 100, Houston, TX 77043** for Job Order Contracting Services, effective as of **August 19, 2020** (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 **#20/017MR-09**, 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 **ERC** 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 **#20/017MR-09**, and Contractor's proposal submitted in response to the solicitation issued by HCDE/Choice Partners for Choice Partners Contract **#20/017MR-09**, 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 #20/017MR-09.

1.8 The term “**Coefficient Multiplier**” means the numerical factor required to be applied pursuant to Contractor’s award under Choice Partners Contract #20/017MR-09 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 effective August 19, 2020 (date) through August 31, 2020 (date). Owner may exercise renewal options for up to four additional one-year terms, in Owner’s sole discretion, provided that Contractor is still an eligible vendor under the Choice Partners purchasing cooperative. Job Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Job Order issued by Owner.

2.2 **Completion of Work in Progress:** Owner has the option to extend the term of this Contract, or any renewal period, as necessary for Contractor to complete work on any Job Order approved by Owner prior to the expiration of the Contract.

III. AUTHORIZED CONTRACT SUM

3.1 **Contract Sum:** The maximum aggregate contract expenditures for the term is \$171,900.25. 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.

15.6 Right of Setoff: In addition to all other rights and remedies that Owner may have, Owner shall have the right to setoff, against any and all amounts due to Contractor by Owner, whether due under this Contract or any other agreement between Owner (including any division of Owner) and Contractor, any sums for which Owner is entitled to under this Contract, as determined by Owner in its sole discretion, including, without limitation, sums due by Contractor to Owner as a result of indemnification obligations, warranty claims, and/or HCDE/Choice Partners Administrative Fee(s), as applicable.

XVI. TERMINATION FOR CONVENIENCE OF OWNER

16.1 Termination: Owner may, with or without cause, terminate performance of the Work under this Contract or any Job Order in whole or, from time to time, in part, if Owner determines that termination is

in Owner's interest. Owner shall effect such termination by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date.

16.2 After receipt of a Notice of Termination, and except as directed by Owner, Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Article:

- a. Stop work as specified in the notice;
- b. Place no further subcontracts or orders (referred to as subcontracts in this Article) for materials, services or facilities, except as necessary to complete any Work not terminated;
- c. Assign to Owner, as directed by Owner, all right, title, and interest of Contractor under the subcontracts to the extent they relate to the Work terminated, in which case Owner shall have the right to settle or to pay any termination settlement proposal arising out of those terminations, or with approval or ratification to the extent required by Owner, Contractor shall settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the approval or ratification of which will be final for purposes of this Section;
- d. As directed by Owner, transfer title and deliver to Owner:
 - i. The fabricated or un-fabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated, and
 - ii. The completed or partially completed plans, drawings, information, and other property that, if the Contract and/or Job Order had been completed, would be required to be furnished to Owner;
- e. Complete performance of the Work not terminated;
- f. Take any action that may be necessary, or that Owner may direct, for the protection and preservation of the property related to this Contract and/or the Job Order that is in the possession of Contractor and in which Owner has or may acquire an interest;
- g. Use its best efforts to sell, as directed or authorized by Owner, any property of the types referred to in paragraph 16.2(c) above; provided, however, that Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and at prices approved by, Owner. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Owner under the Contract and/or Job Order, credited to the price or cost of the Work, or paid in any other manner directed by Owner.

XVII. DEFAULT

17.1 **Termination of Right to Proceed:** If Owner determines that Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Job Order, or fails to complete the Work within this time, Owner may terminate the Contractor's right to proceed with the Work (or separable part of the Work), upon seven (7) calendar days' written notice to the Contractor. In this event, Owner may take over the Work and complete it by contract or otherwise and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work.

Contractor's right to proceed shall not be terminated under this Section, if:

- a. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include:

- i. acts of God or of the public enemy,
 - ii. acts of Owner in its contractual capacity,
 - iii. acts of another Contractor in the performance of a written Contract with Owner,
 - iv. fires,
 - v. floods,
 - vi. epidemics,
 - vii. quarantine restrictions,
 - viii. strikes,
 - ix. freight embargoes, or
 - x. unusually severe weather
- b. Contractor, within seven (7) calendar days from the beginning of any such delay (unless extended by Owner), shall notify Owner in writing of the causes of delay. Owner shall ascertain the facts and the extent of delay. If, in the judgment of Owner, the findings of fact warrant such action, the time for completing the Work under the Job Order shall be extended.

If, after termination of Contractor's right to proceed, it is determined that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Owner. The rights and remedies of Owner in this Article are in addition to any other rights and remedies provided by law or under this Contract.

17.2 Termination for Default: In the event Contractor fails to carry out or comply with any of the terms and conditions of this Contract or any Job Order, Owner may notify Contractor of such failure or default in writing and demand that the failure or default be remedied within seven (7) calendar days; in the event Contractor fails to remedy such failure or default within seven (7) day period, Owner shall have the right to terminate this Contract and/or any Job Order. Without limiting the foregoing, the following shall constitute a material breach by Contractor, upon the occurrence of which Contractor shall immediately notify Owner: Contractor: (i) ceases its business operations; (ii) makes a general assignment for the benefit of creditors; (iii) is adjudged bankrupt; or (iv) becomes insolvent.

17.3 Effect of Termination: Termination of this Contract or any Job Order under any circumstances whatsoever shall not effect or relieve Contractor from any obligation or liability that may have been incurred or will be incurred, and such termination by Owner shall not limit any other right or remedy available to Owner at law or in equity.

XVIII. CANCELLATION FOR CONFLICT OF INTEREST

18.1 Pursuant to applicable law, Owner may cancel this Contract, without penalty or further obligation to Contractor, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the Owner was at any time while this Contract or extension of this Contract is in effect, an employee or agent of any other party to this Contract in any capacity or consultant to any other party of this Contract. A cancellation made pursuant to this provision shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

XIX. INSURANCE

19.1 Contractor shall purchase and maintain in effect during the term of this Contract insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Contractor from claims which may arise out of or result from Contractor's operations whether such operations are

performed by Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

- a. WORKERS' COMPENSATION INSURANCE providing statutory benefits in accordance with the laws of the State of Texas or any federal statutes as may be applicable to the Work being performed under this Contract.

- b. EMPLOYER'S LIABILITY INSURANCE with limits of liability not less than:

\$1,000,000	Each Accident
\$1,000,000	Policy Limits
\$1,000,000	Each Employee

- c. COMMERCIAL GENERAL LIABILITY INSURANCE including products/Completed Operations and Contractual Liability with limits of liability not less than:

Occurrence / Personal Injury / Advertising /	
\$1,000,000 CSL	Products / Completed Operations
\$2,000,000 CSL	Annual Aggregate
\$2,000,000 CSL	Products Aggregate
\$1,000,000 CSL	Fire, Lightning or Explosion
\$5,000 Per Person	Medical Expense

- d. AUTOMOBILE LIABILITY INSURANCE covering all owned, hired and non- owned motor vehicles used in connection with the Work being performed under this Contract with limits of liability not less than:

\$1,000,000	Bodily Injury / Property Damage
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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:

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 be 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
10801 Hammerly Blvd, Suite 100
Houston, TX 77043
Attn: Shelly Horan
(713) 290-9444

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 **#20/07MR-09**, including any addenda thereto;
- g. Contractor's proposal submitted in response to the solicitation for Choice Partners Contract **#20/07MR-09**.

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

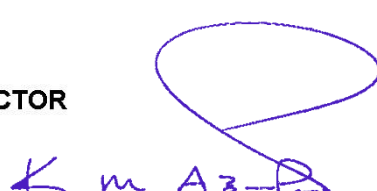
By:

Name: Jesus Amezcua, PhD, CPA, RTSBA
 Title: Assistant Superintendent of Business Services

 Date

CONTRACTOR

By:


 Name: **Kommy M. Azarpour**
 Title: **President**

07/28/20

 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 **ERC** (Job Order Contractor) dated **August 19, 2020**, and shall become part of the Contract upon execution by Owner. This Job Order is issued in accordance with Choice Partners contract **#20/07MR-09** and Contractor's proposal submitted in response to the solicitation issued by HCDE/Choice Partners for Choice Partners contract **#20/07MR-09**. 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: **Elevator Modernization of existing elevator per Specifications by Swett & Associates Elevator Consultants dated 7/10/2020 and Electrical/Mechanical Drawings by LTY Engineers.** If applicable, any additional agreed Work, technical specifications, and/or drawings shall be as set forth and listed in the Job Order Proposal attached hereto as Exhibit 1.
2. **Deadline for Performance.** Job Order Contractor shall complete performance of the Work specified herein on or before **August 31, 2020**. The parties agree that the "per day" amount for Liquidated Damages, as defined in Master Contract, shall be \$0.00. The Date of Commencement is: [] the date on which both parties duly execute this Job Order or [X] will be fixed in a Notice to Proceed issued by the Owner.
3. **Place of Performance.** Contractor shall perform the Work specified herein at the following location(s) **Harris County Department of Education – North Post Oak Building, 6005 Westview, Houston, TX 77055.**
4. **Agreed Total Price.** The parties hereby agree that the Total Price for all Work under this Job Order is **\$171,900.25**, as specified in the Job Order Proposal attached hereto as Exhibit 1. Services rendered in accordance with this Job Order shall be funded by **Facilities General Fund** [funding source(s)]. Payment for services rendered shall be allocated as follows: **100%** funded by **Facilities General Fund** [funding source], and **0** % funded by **N/A** [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 [x] is required, [] is not required for this Job Order.
A Performance Bond [] is required, [x] 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: **Joe Carreon / Construction Director.**

AUTHORIZED AND ACCEPTED:

JOB ORDER CONTRACTOR/ERC

By: K m Azarpour
Name: Kommy M. Azarpour

Date: 07/28/20
Title: President

OWNER/HARRIS COUNTY DEPARTMENT OF EDUCATION

By: _____
Name: _____

Date: _____
Title: _____

EXHIBIT A: Contractor's Job Order Proposal, dated July 30, 2020

Prevailing Wage Rate Determination Information

The following information is from Chapter 2258 Texas Government Code:

Sec. 2258.021. Right to be Paid Prevailing Wage Rates.

- (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:
 - (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
 - (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
- (b) Subsection (a) does not apply to maintenance work.
- (c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Sec. 2258.023. Prevailing Wage Rates to be paid by Contractor and Subcontractor; Penalty.

- (a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.
- (b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
- (c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
- (d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
- (e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Sec. 2258.051. Duty of Public Body to Hear Complaints and Withhold Payment.

A public body awarding a contract, and an agent or officer of the public body, shall:

- (1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and
- (2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Prevailing Wage Rates – School Construction Trades

Effective: June 12, 2019

Texas Gulf Coast Area

CLASSIFICATION	2019 HOURLY RATE
ASBESTOS WORKER	\$18.00
BRICKLAYER; MASON	\$18.98
CARPENTER; CASEWORKER	\$18.90
CARPET LAYER; FLOOR INSTALLER	\$19.80
CONCRETE FINISHER	\$13.90
DATA COMM/TELE COMM	\$22.58
DRYWALL INSTALLER; CEILING INSTALLER	\$16.40
ELECTRICIAN	\$25.50
ELEVATOR MECHANIC	\$31.50
FIREPROOFING INSTALLER	\$19.17
GLAZIER	\$19.67
HEAVY EQUIPMENT OPERATOR	\$21.00
INSULATOR	\$14.90
IRONWORKER	\$23.00
LABORER, HELPER	\$11.75
LATHERER; PLASTERER	\$18.60
LIGHT EQUIPMENT OPERATOR	\$13.25
METAL BUILDING ASSEMBLER	\$16.33
MILLWRIGHT	\$26.30
PAINTER; WALL COVERING INSTALLER	\$14.67
PIPEFITTER	\$25.17
PLUMBER	\$31.00
ROOFER	\$15.10
SHEET METAL WORKER	\$20.25
SPRINKLER FITTER	\$20.61
STEEL ERECTOR	\$23.33
TERRAZZO WORKER	\$16.42
TILE SETTER	\$15.30
WATERPROOFER; CAULKER	\$14.90

This document was developed by PBK Architects, Inc., in strict accordance with Chapter 2258 of the Texas Government Code.

Prevailing Wage Rates

Worker Classification Definition Sheet

CLASSIFICATION	DEFINITION
ASBESTOS WORKER	Worker who removes and disposes of asbestos materials.
BRICKLAYER; MASON	Craftsman who works with masonry products, stone, brick, block, or any material substituting those materials and accessories.
CARPENTER; CASEWORKER	Worker who build wood structures or structures of any material which has replaces wood. Includes rough and finish carpentry, hardware and trim.
CARPET LAYER; FLOOR INSTALLER	Worker who installs carpets and/or floor coverings, vinyl tile.
CONCRETE FINISHER	Worker who floats, trowels, and finishes concrete.
DATA COMM/TELE COMM	Worker who installs data/telephone and television cable and associate equipment and accessories.
DRYWALL; CEILING INSTALLER	Worker who installs metal framed walls and ceiling, drywall coverings, ceiling grids, and ceilings.
ELECTRICIAN	Skilled craftsman who installs or repairs electrical wiring and devices. Includes fire alarm systems and HVAC electrical controls.
ELEVATOR MECHANIC	Craftsman skilled in the installation and maintenance of elevators.
FIREPROOFING INSTALLER	Worker who sprays or applies fire proofing materials.
GLAZIER	Worker who installs glass, glazing, and glass framing.
HEAVY EQUIPMENT OPERATOR	Includes but not limited to: all CAT tractors, all derrick-powered, all power operated cranes, back-hoes, back-fillers, power operated shovels, winch trucks, and all trenching machines.
INSULATOR	Worker who applies, sprays, or installs insulation.
IRONWORKER	Skilled craftsman who erects structural steel framing, and installs structural concrete Rebar.
LABORER, HELPER	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials or tools, hauling, digging, clean up.
LATHERER;PLASTERER	Worker who installs metal framing and lath. Worker who applies plaster to lathing and installs associated accessories.
LIGHT EQUIPMENT OPERATOR	Includes but not limited to , air compressors, truck crane drivers, flex planes, building elevators, form graders, concrete mixers less than 14cf, conveyers.
METAL BUILDING ASSEMBLER	Worker who assembles pre-made metal buildings.
MILLWRIGHT	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts, and align pumps.
PAINTER; WALL COVERING INSTALLER	Worker who prepares wall surfaces and applies paint and/or coverings, tape, and bedding.
PIPEFITTER	Trained worker who installs piping systems, chilled water piping and hot water (boiler) piping, pneumatic tubing controls, chillers, boilers, and associated mechanical equipment.
PLUMBER	Skilled craftsman who installs domestic hot and cold water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
ROOFER	Worker who installs roofing materials, Bitumen (asphalt and coal tar) felts, flashings, all types of roofing membranes, and associated products.
SHEET METAL WORKER	Worker who installs sheet metal products, Roof metal, flashings and curbs, ductwork, mechanical equipment, and associated metals.
SPRINKLER FITTER	Worker who installs fire sprinklers systems and fire protectant equipment.
STEEL ERECTOR	Worker who erects and dismantles structural steel frames of buildings and other structures.
TERRAZZO WORKER	Craftsman who places and finishes Terrazzo.
TILE SETTER	Worker who prepares wall and/or floor surfaces and applies ceramic tiles to these surfaces.
WATERPROOFER; CAULKER	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membranes, and liquid membranes, sprayed, rolled or brushed.

Revised: July 30, 2020

[Original: July 29, 2020]

Choice Partners #20/017MR-09

Mr. Joe Carreon
Construction Director
Harris County Department of Education
6005 Westview
Houston, TX 77055

Via email: jcarreon@hcde-texas.org

**Re: Proposal No: 2001041 R1
Elevator Modernization
North Post Oak Offices
6005 Westview
Houston, TX 77055**

Dear Mr. Carreon,

Pursuant to your request, ERC Environmental & Construction Services, Inc. (**ERC**) is pleased to submit this proposal for the above referenced work at the subject property.

Scope of Work

Our firm is fully staffed to be able to easily integrate this Scope of Work. This proposal includes labor, materials, and project management.

- Retrofit the elevator as per the scope of work provided by the elevator consultant.
- Replace existing jack.
- Install HVAC system for elevator mechanical room.
- Provide electrical, as per the specifications and drawings provided by 07/27/20
- and roofing necessary for the project.

Clarifications

- Pricing is base on work being completed during standard business hours. Additional charges will apply if after hours work or rush is requested.
- Additional work or requirements expressed or implied elsewhere in the construction documents other than the drawings; specifications or addenda listed above have not been included in this quote.

- Permit drawings to be provided by the Owner.
- Owner is responsible for Fire Alarm system connections. ERC will install conduit as necessary for the Fire Alarm company and will coordinate accordingly.
- All pricing is based off the specifications and drawings provided by Owner, included with this proposal for reference.
- Detailed scope of work is attached from the various trades, for reference.

Proposal Pricing

Project Cost \$168,426.25

P&P Bond Cost Estimate\$3,474.00

Total Cost.....\$171,900.25

Our services are invoiced monthly or upon completion of specific phases. If this proposal is acceptable to you, please sign the enclosed proposal acceptance sheet and return it to our office at your earliest convenience. This proposal is valid for 60 days from the proposal date unless extended in writing.

This proposal, including description of work to be performed, pricing, and terms and conditions, is ***proprietary and confidential***. No part of this document may be disclosed, in any manner, to a third party without the prior written consent of ERC.

We appreciate the opportunity to provide professional construction-related services to **Harris County Department of Education**. Should you have any questions or require any additional information, please do not hesitate to contact our office at your convenience.

Respectfully submitted,

ERC



Shelly Horan
Project Coordinator

Encl. RS Means Estimate
Trade Details

Owner-Provided Specifications and Drawings

xc: KAzarpour, PNix, APaterson, SHearn, ESaravia, File

/sh

Harris County Department of Education
Westview Elevator Modernization



Choice Partners #20/017MR-09

Qty	Line Number	Description	Unit	Ext. Mat. O&P	Ext. Labor O&P	Ext. Equip. O&P	Ext. Total O&P	Data Release	CCI Location	Notes
10	314313130200	Concrete pressure grouting, cement and sand, 1:1 mix, per C.F., minimum	C.F.	\$ 474.30	\$ 79.10	\$ 13.80	\$ 567.20	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
75	038216100350	Concrete impact drilling, for anchors, 1/2" dia, in concrete or brick walls and floors, includes bit cost, layout and set up time, excl anchor, for each additional inch of depth in same hole, add	Ea.	\$ 0.75	\$ 100.50	\$ -	\$ 101.25	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
75	050519200600	Anchor, expansion shield, zinc, 1/2" dia x 2-1/16" L, single, in concrete, brick or stone, excl layout & drilling	Ea.	\$ 102.75	\$ 365.25	\$ -	\$ 468.00	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
200	051223400450	Angle framing, structural steel, less than 4", field fabricated, incl cutting & welding	Lb.	\$ 190.00	\$ 1,006.00	\$ 124.00	\$ 1,320.00	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
5	055133130100	Ladder, shop fabricated, steel, 20" W, bolted to concrete, excl cage	V.L.F.	\$ 214.35	\$ 77.00	\$ 9.65	\$ 301.00	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
60	061636100600	Sheathing, plywood on walls, CDX, 1/2" thick	S.F.	\$ 45.00	\$ 34.20	\$ -	\$ 79.20	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
2	071353103100	Elastomeric sheet waterproofing, polyvinyl chloride sheets, adhesives, brush grade, 100-250 SF per gal.	Gal.	\$ 52.36	\$ -	\$ -	\$ 52.36	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
1	077116200100	Pitch pockets, adjustable, welded corners, 4" to 7", 4" deep	Ea.	\$ 22.10	\$ 7.19	\$ -	\$ 29.29	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
1	077233101200	Roof hatch, with curb, 1" fiberglass insulation, aluminum curb & cover, 2'-6" x 8'	Ea.	\$ 2,210.40	\$ 213.07	\$ -	\$ 2,423.47	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
1	083113101400	Doors, specialty, access, fire rated, with lock, metal, 48" x 48"	Ea.	\$ 766.61	\$ 39.19	\$ -	\$ 805.80	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
1	104416132100	Fire extinguishers, dry chemical, pressurized, ABC all purpose type, portable, 20 lb	Ea.	\$ 95.10	\$ -	\$ -	\$ 95.10	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
1	230923103100	Control components/DDC system, subcontractor's quote incl. material & labor, controller MUX panel, 48 point, incl. uncton boards.	Ea.	\$ -	\$ -	\$ -	\$ -	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
1	142423102100	Hydraulic passenger elevators, for 2,500 lb capacity, add	Ea.	\$ 3,328.50	\$ -	\$ -	\$ 3,328.50	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
1	142423102250	Hydraulic passenger elevators, for increased speed, 125 fpm, add	Ea.	\$ 1,283.85	\$ -	\$ -	\$ 1,283.85	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
1	142713103350	Passenger elevator options, cab finishes (based on 3,500 lb cab size), acrylic panel ceiling	Ea.	\$ 832.13	\$ -	\$ -	\$ 832.13	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
1	142713103400	Passenger elevator options, cab finishes (based on 3,500 lb cab size), stainless steel doors	Ea.	\$ 4,327.05	\$ -	\$ -	\$ 4,327.05	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
1	142713103550	Passenger elevator options, cab finishes (based on 3,500 lb cab size), stainless steel walls	Ea.	\$ 4,350.83	\$ -	\$ -	\$ 4,350.83	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	

Harris County Department of Education
Westview Elevator Modernization



Choice Partners #20/017MR-09

Qty	Line Number	Description	Unit	Ext. Mat. O&P	Ext. Labor O&P	Ext. Equip. O&P	Ext. Total O&P	Data Release	CCI Location	Notes
1	142810103000	Elevator options, passenger, automatic controls, 2 car group	Ea.	\$ 3,780.23	\$ 2,740.03	\$ -	\$ 6,520.26	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
1	142810103125	Elevator options, passenger, intercom service	Ea.	\$ 608.64	\$ 604.10	\$ -	\$ 1,212.74	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
1	142810103200	Elevator options, passenger, center opening 2 speed doors	Ea.	\$ 3,066.98	\$ 906.15	\$ -	\$ 3,973.13	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
1	142810103275	Elevator options, passenger, automatic emergency power switching	Ea.	\$ 1,331.40	\$ 2,740.03	\$ -	\$ 4,071.43	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
1	142810103675	Elevator options, passenger, cab finishes (based on 3500 lb cab size), 12 month maintenance contract	Ea.	\$ -	\$ -	\$ -	\$ 4,119.68	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
1	142810103800	Elevator options, passenger, cab finishes (based on 3500 lb cab size), variable voltage, O.H. gearless machine, min	Ea.	\$ 36,138.00	\$ 11,305.30	\$ -	\$ 47,443.30	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
75	221113444830	Pipe, steel, black, threaded, 1" diameter, schedule 80, Spec. A-53, includes coupling and clevis hanger assembly sized for covering, 10' OC	L.F.	\$ 642.75	\$ 658.50	\$ -	\$ 1,301.25	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
15	221113450110	Elbow, 90 Deg., steel, cast iron, black, straight, threaded, standard weight, 1"	Ea.	\$ 163.50	\$ 455.85	\$ -	\$ 619.35	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
1	230523805380	Valves, steel, forged, ball, threaded, 1,500 psi, 1"	Ea.	\$ 172.21	\$ 20.74	\$ -	\$ 192.95	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
1	231213101890	Fuel oil specialties, fuel oil pump, light fuel and diesel oils, 5 H.P., 1800 GPH	Ea.	\$ 9,069.10	\$ 408.09	\$ -	\$ 9,477.19	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
1	237433101160	Rooftop air conditioner, single zone, electric cool, gas heat, 10 ton cooling, 200 MBH heating, includes, standard controls, curb and economizer	Ea.	\$ 9,391.60	\$ 1,520.00	\$ -	\$ 10,911.60	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
1	238119200240	Self-contained single package A.C., air cooled, for free blow or duct, constant volume, 10 ton cooling, excludes remote condenser	Ea.	\$ 8,151.20	\$ 1,408.00	\$ -	\$ 9,559.20	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
1	233723105660	Ventilator, relief vent, rectangular, aluminum, galvanized curb, intake/exhaust, 0.033" S.P., 1,500 CFM, 12" x 36", includes base and damper	Ea.	\$ 1,306.85	\$ 114.56	\$ -	\$ 1,421.41	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
75	260529203900	Channels, steel, 1-1/2" x 1-1/2", 12 Ga	L.F.	\$ 321.00	\$ 433.50	\$ -	\$ 754.50	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
5	260519901200	Wire, copper, stranded, 600 volt, #12, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	C.L.F.	\$ 61.50	\$ 184.20	\$ -	\$ 245.70	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
600	260519901250	Wire, copper, stranded, 600 volt, #10, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	C.L.F.	\$ 14,256.00	\$ 24,336.00	\$ -	\$ 38,592.00	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	

Harris County Department of Education
Westview Elevator Modernization



Choice Partners #20/017MR-09

Qty	Line Number	Description	Unit	Ext. Mat. O&P	Ext. Labor O&P	Ext. Equip. O&P	Ext. Total O&P	Data Release	CCI Location	Notes
5	260519901300	Wire, copper, stranded, 600 volt, #8, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	C.L.F.	\$ 158.40	\$ 253.50	\$ -	\$ 411.90	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
5	260519901350	Wire, copper, stranded, 600 volt, #6, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	C.L.F.	\$ 256.10	\$ 312.65	\$ -	\$ 568.75	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
5	260519901400	Wire, copper, stranded, 600 volt, #4, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	C.L.F.	\$ 406.55	\$ 381.95	\$ -	\$ 788.50	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
5	260519901500	Wire, copper, stranded, 600 volt, #2, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	C.L.F.	\$ 628.30	\$ 449.55	\$ -	\$ 1,077.85	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
250	260533131770	Rigid galvanized steel conduit, 3/4" diameter, to 10' H, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	L.F.	\$ 1,492.50	\$ 1,267.50	\$ -	\$ 2,760.00	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
220	260533131800	Rigid galvanized steel conduit, 1" diameter, to 10' H, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	L.F.	\$ 1,975.60	\$ 1,368.40	\$ -	\$ 3,344.00	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
150	260533131850	Rigid galvanized steel conduit, 1-1/2" diameter, to 10' H, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	L.F.	\$ 1,623.00	\$ 1,105.50	\$ -	\$ 2,728.50	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
50	260533131870	Rigid galvanized steel conduit, 2" diameter, to 10' H, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	L.F.	\$ 570.00	\$ 449.50	\$ -	\$ 1,019.50	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
2	262726202482	Duplex receptacle, ground fault interrupting, 20 amp	Ea.	\$ 104.54	\$ 29.74	\$ -	\$ 134.28	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
6	262816201700	Safety switches, heavy duty, 3 pole, nonfusible, 600 volt, 100 amp, NEMA 1	Ea.	\$ 1,691.70	\$ 1,277.64	\$ -	\$ 2,969.34	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
1	262419202400	Motor starter, size 3, FVNR, type A, circuit breaker, NEMA 12	Ea.	\$ 3,748.80	\$ 425.88	\$ -	\$ 4,174.68	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
1	262416203010	Circuit breakers, shunt trip, remote operated, 3 pole, 277/480 V, 100 amp	Ea.	\$ 781.44	\$ 162.24	\$ -	\$ 943.68	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
1	262416301000	Panelboards, 3 phase 4 wire, main lugs, 120/208 V, 225 amp, 42 circuits, NQOD, incl 20 A 1 pole bolt-on breakers	Ea.	\$ 2,560.80	\$ 1,199.90	\$ -	\$ 3,760.70	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	
8	265113550120	Interior LED fixtures, downlight, recess mounted, 36 watt, 10" diameter, incl lamps, mounting hardware and connections	Ea.	\$ 3,336.96	\$ 405.60	\$ -	\$ 3,742.56	Year 2020 Quarter 3	TEXAS / HOUSTON (770-772)	



Choice Partners #20/017MR-09

Qty	Line Number	Description	Unit	Ext. Mat. O&P	Ext. Labor O&P	Ext. Equip. O&F	Ext. Total O&P	Data Release	CCI Location	Notes
				\$ 126,091.73	\$ 58,846.10	\$ 147.45	\$ 189,204.96			
		ERC / Choice Partners Coefficient					0.90			
		Total with Applied Coefficient					\$ 170,284.46			
		Additional Discount					<u>\$ (1,858.21)</u>			
		Proposed Amount					\$ 168,426.25			

Regular Board Meeting**7.D.****Meeting Date:** August 19, 2020**Title:** Schools Division: Houston ISD Food Services for ABS East, ABS West and Fortis Academy**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**Additional Resource Personnel:** Jonathan Parker, Asst Supt. Dr.
Anthony Mays, Sr Director**Facilities/Technology Approval Needed?:** None

Information**Posted Agenda Item:**

Consider approval of agreement with Houston ISD Food Services to provide breakfast and lunch for ABS East, ABS West and Fortis Academy for the period of September 1, 2020 to August 31, 2021 in an amount not to exceed \$200,000.

Subject:

Approval of agreement with Houston ISD Food Services to provide breakfast and lunch for ABS East, ABS West and Fortis Academy for the period of September 1, 2020 to August 31, 2021 in an amount not to exceed \$200,000.

Rationale:

HISD will provide breakfast and lunch for the ABS East, ABS West and Fortis Academy campuses in an amount not to exceed \$200,000.

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

Attachments

Schools-Houston ISD Annual Contract

Form Review**Inbox**

Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Denise Alamos
Final Approval Date: 07/29/2020

Reviewed By

Kendra Jackson
Bill Monroe
Jesus Amezcua

Date

07/29/2020 01:12 PM
07/29/2020 02:00 PM
07/29/2020 06:51 PM
Started On: 07/27/2020 03:26 PM

SERVICES AGREEMENT FOR HCDE EXPENDITURES

This Services Agreement is made and entered into by and between the Harris County Department of Education (HCDE), located in Houston, Texas 77022, and **Houston Independent School District ("HISD")**, located in **4400 West 18th St. Houston, Texas 77092**, for HISD to provide services to HCDE in accordance with the terms and conditions specified herein.

Recitals

HCDE and HISD are political subdivisions of the State of Texas, established to provide and promote education in Harris County, Texas. Both HCDE and HISD 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 HISD and HISD agrees to provide services to HCDE as HISD and to perform the duties and all necessary labor and resources needed to provide the services set forth in Paragraph 3 Scope of Work.
- 2. Term.** This Agreement is for services beginning **September 1, 2020 and ending August 31, 2021**. 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 hereinafter Services. HISD agrees to provide.
- 4. Independent Contractor Status.** It is the intention of the parties that HISD 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 HISD or any employee or agent of HISD. As an independent contractor, HISD 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. HISD 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 HISD shall indemnify and hold HCDE harmless in this regard, to the extent permitted by law.
- 5. Review of Progress.** HISD will work to meet all timelines mutually established by HISD and HCDE. HCDE reserves the right to monitor the progress of HISD.
- 6. Changes & Amendments.** During the Term of the Agreement (see Paragraph 2), HCDE and HISD reserve the right to make changes to the Services the HISD 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 HISD without the prior written acknowledgement and authorization of HCDE.

8. **Compensation.** HC□□ will pay HIS□ an amount not to **exceed \$200,000 according to the rate per breakfast and lunch provided in Exhibit A.** HIS□ will invoice HC□□ periodically throughout the Term of the □greement in accordance with Section 2□ of this □greement. HC□□ is Te□as sales and use ta□ exempt and will not reimburse HIS□ for any Te□as sales ta□es incurred by HIS□. In the event that any payment□s to HIS□ under this □greement are subsequently disallowed by a state or federal grant awarding agency or in the event that HC□□ is required to refund any funding received from a state or federal grant awarding agency relating to HIS□'s Work, to the maximum extent permitted by applicable law, HIS□ shall repay to HC□□, on demand, the amount of any such disallowed costs and/or refund. HC□□ may, in its sole discretion, deduct the amount of any such disallowed costs and/or refund□s from subsequent payments to HIS□ under this □greement.

9. **Intellectual Property.** HIS□ represents that it has all intellectual property rights necessary to enter into and perform its obligations in this □greement.

10. **Ownership of Work Product.** Intentionally deleted.

11. **Professional Services.** This □greement is not for professional services or governed by the Professional Services Procurement Act, TEX. GOV'T CODE Chp. 2254. □ □

12. **Conflict of Interest.** Intentionally deleted.

13. **Criminal History Certification.** HIS□ shall complete the Criminal History Certification regarding the criminal history of covered employees and the Felony Conviction Notice, both of which are incorporated by reference herein. Noncompliance or misrepresentation regarding these certifications may be grounds for termination of this □greement.

14. **Indemnity.** □□□□ TO THE EXTENT PERMITTED BY LAW, □□□ WITHOUT WAIVER OF □□□ IMMUNITIES, HIS□ SHALL INDEMNIFY □□□ HEREIN HEREMOVS HIS□, ITS TOSTOS, OFFICES, EMPLOYEES, □□□ GENTS FROM □□□ GUEST □□□ LIABILITY, LOSS, EXPENSE INCURRED BY □□□ IN THE COURSE OF ITS BUSINESS IN THE PERFORMANCE OF THIS AGREEMENT ACTIVELY, CLAIMED TO THE EXTENT THE CLAIM IS FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY HIS□, ITS EMPLOYEES, GENTS, CONTRACTORS, OR SUBCONTRACTORS.

ONLY TO THE EXTENT PERMITTED BY LAW, □□□ WITHOUT WAIVER OF □□□ IMMUNITIES, HC□□ SHALL INDEMNIFY □□□ HEREIN HEREMOVS HIS□, ITS TOSTOS, OFFICES, EMPLOYEES, □□□ GENTS FROM □□□ GUEST □□□ LIABILITY, LOSS, EXPENSE INCURRED BY □□□ IN THE COURSE OF ITS BUSINESS IN THE PERFORMANCE OF THIS AGREEMENT ACTIVELY, CLAIMED TO THE EXTENT THE CLAIM IS FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY HC□□, ITS EMPLOYEES, GENTS, CONTRACTORS, OR SUBCONTRACTORS.

15. Non-appropriation of funds. The Term of this Agreement is a commitment of the parties' current revenues only. Notwithstanding anything to the contrary in this Agreement, HISD and HCPS are obligated to make payments only as approved each year by HISD and HCPS governing boards. Each party's governing board retains the right to terminate the Agreement at the expiration of each party's respective budget period of . To the extent that either party will use federal grant funds to fulfill its obligations under this Agreement, each party 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 from the awarding agency. As such, if either party does not receive sufficient funding for the services provided in this Agreement, such party may terminate this Agreement without penalty or further obligation to the other Party, at any time upon written notice to the other party. Payment by HCPS for services rendered shall be allocated as follows: 100% funded by the for services.

16. Non-Exclusivity. Nothing in this Agreement may be construed to imply that HISD has the exclusive right to provide HCPS Services. During the Term of this Agreement, HCPS reserves the right to use all available resources to procure other services as needed and doing so will not violate any rights of HISD.

17. Performance. HISD agrees that HISD's Services will be performed with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from HCPS. If HISD is unable to complete the work in this manner based on the mutually agreed upon time, HISD shall notify HCPS' Senior Director of Special Schools in writing.

18. Termination. Either party for any reason upon thirty (30) days written notice may terminate this Agreement without cause. HCPS will be responsible for payment for Services that have been accepted by HCPS up to the termination date.

Either party may, by written notice, immediately terminate this Agreement if the other party has defaulted in whole or in part, refuses or fails to comply with the provisions of this Agreement, fails to make progress, fails to make timely payment, and 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, HCPS may obtain comparable Services elsewhere and either deduct the costs of obtaining such Services from any amount owed HISD or HISD shall reimburse HCPS for such costs incurred by HCPS, to the extent required by law.

19. Inspection and Acceptance of Service. HCPS 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, HCPS may require HISD to perform the Services again in conformity with such requirements, with no additional charge to HCPS or financially reduce payment due HISD to reflect the reduced value of the Services performed. These remedies do not limit other remedies available to HCPS in this Agreement or otherwise available by law.

20. Subcontractors. If HCPS gives written permission for HISD to subcontract any of the Services, HISD shall ensure that each subcontractor complies with all provisions of this Agreement. HISD shall require each subcontractor to maintain and to furnish HISD with satisfactory evidence of Workers Compensation, Employer's Liability and such other forms and amounts of insurance which HISD deems reasonably adequate. HISD will remain liable for the acts and omissions of such subcontractors and the proper performance and delivery of the Services, to the extent provided by applicable law.

21. Insurance. Unless an appropriate HCDE representative agrees to waive the requirements by initialing the designated space near the signature block below, HISD shall comply with all of HCDE's insurance requirements. HISD shall provide Certificates of Insurance evidencing the Insurance requirements prior to the start of work. HISD shall maintain insurance coverage in the amounts specified by HCDE. Certificates of Insurance on the current CDE 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 by HCDE or HISD of any of its obligations hereunder are not, and are not intended to waive or relinquish, and neither HCDE nor HISD shall waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to HCDE or HISD, their respective trustees, officers, employees, or agents under federal or Texas laws.

26. Entire Agreement. The Agreement, and any attached and incorporated addendum, exhibits, and documents/forms contain the entire agreement of the parties relative to the purpose of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. 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 HISD 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. Intentionally Deleted.

29. Invoices. HIS is required to submit original invoices to the HC Business Office TT Accounts Payable. The invoices can be mailed through the postal service to HC Business Office TT Accounts Payable, 6300 Irvington Boulevard, Houston, Texas 77022, or emailed to accountspaya@hcdetexas.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
- Certification of service provided through a signature by company representative

HIS is required to submit to HC a completed I-9, Criminal History Certification, Felony Conviction Notice, Conflict of Interest Questionnaire, and any other forms required of HC before payment is rendered. Payment to HIS shall be made only after Services are performed and not before. Advance payment to HIS is strictly prohibited.

HIS shall submit invoices within a timely manner during HC's fiscal year in which the goods and/or services are purchased. In accordance with Texas Government Code §2251.021, payments are due to HIS within forty-five (45) days after the later of the following: (1) the date HC receives the goods under the agreement; (2) the date the performance of the service under the agreement is completed; or (3) the date HC receives an invoice for the goods or service. HIS agrees to pay any subcontractors, in any, the appropriate share of the payment received from HC not later than the tenth (10th) day after the date HIS receives the payment from HC. The exceptions to payments made by HC and/or HIS 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. HIS certifies that no work has been performed before the effective date of this agreement. Invoices submitted by HIS for work performed prior to the effective date of the agreement may not be honored by HC, in HC's sole discretion.

30. Compliance with Applicable Laws. Each party 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 (G.A.R.) 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 1. If applicable, HC and HIS certify compliance with all provisions, laws, acts, regulations, rules, and ordinances as detailed in HC's Certifications Form, Required Contract Provisions for Non-Federal Entity Contracts under Federal Awards Appendix II to 2 C.F.R. Part 200, which is incorporated by reference herein. HIS further certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including those referenced in any HC vendor packet completed by HIS, which is incorporated by reference herein.

31. Confidential Data of HCDE. In the course of performing duties under this Agreement, HISD 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.

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

HISD further acknowledges that to the extent HISD receives confidential student information during the performance of duties under this Agreement, HISD 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. Insurance Requirements Waiver If the Insurance requirements are not applicable to the Services or if HCDE otherwise chooses to waive such requirements for purposes of this Agreement, the appropriate HCDE representative may waive the requirements by initialing here →

Otherwise, HISD must satisfy the Insurance requirements specified in this Agreement.

In witness whereof, HCDE and HISD have executed this Agreement to be effective on the date specified in Term above.

Harris County Department of Education

Houston Independent School District

Jesus J. Amezcua, Ph.D., CPA, RTSBA Date
Assistant Superintendent of Business

Glenn Reed Date
Chief Financial Officer

James Colbert Jr.
Superintendent of Schools

Eugene Salazar Date
Interim Chief Operating Officer

Michelle Morris Date
HISD External Legal Counsel

EXHIBIT A
SCOPE OF WORK

HIS	HC
<ul style="list-style-type: none"> Preparation and delivery of breakfast and lunch meals to School East, School West, and Fortis Academy as set forth in the attached Schedules. Meet the School East, School West, and Fortis Academy schedule requirements for breakfast and lunch 	<ul style="list-style-type: none"> Payment obligations Provide the number of student meals for daily delivery for breakfast and lunch Maintain a count of each student served

Total Projected Meals 2020-2021				
August 2020 - June 2021				
AB School East	Average Number of Meals Per Day	Meal Price	Number of Operating Days	Total Cost
Breakfast	90	\$ 2.25	178	\$ 36,045.00
Lunch	92	\$ 3.50	178	\$ 57,316.00
Total Cost				\$ 93,361.00
AB School West	Average Number of Meals Per Day	Meal Price	Number of Operating Days	Total Cost
Breakfast	68	\$ 2.25	178	\$ 27,234.00
Lunch	68	\$ 3.50	178	\$ 42,364.00
Total Cost				\$ 69,598.00
Fortis Academy	Average Number of Meals Per Day	Meal Price	Number of Operating Days	Total Cost
Breakfast	20	\$ 2.25	178	\$ 8,010.00
Lunch	20	\$ 3.50	178	\$ 12,460.00
Total Cost				\$ 20,470.00
Projected Total Cost for all Campuses August 2020 - June 2021				\$ 183,429.00
Note: The total amount charged is based on the actual breakfast and lunch meals served. Therefore, total cost may increase or decrease based on meals served and/or a change in the number of operating days.				

Regular Board Meeting**7.E.****Meeting Date:** August 19, 2020**Title:** CH Local FY 2021**Submitted For:** Bill Monroe, Purchasing**Recommended Action:** Approve**Submitted By:** Kendra Jackson**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:**

Consider approval of expenditures which have been previously procured and are expected to aggregate to \$50,000 or more for FY 2021 as required under Policy CH Local for various HCDE divisions for an aggregate amount not to exceed \$20,898,476. (This is an annual estimate of projected and budgeted expenditures in anticipation of FY 2020-2021. A list of projected levels of expenditures by vendor are outlined in the board packet).

Subject:

Policy CH Local, Expenditures, FY 2021

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**

7161

Form Review**Inbox**

Purchasing
Assistant Superintendent - Business
Form Started By: Kendra Jackson
Final Approval Date: 07/28/2020

Reviewed By

Bill Monroe
Jesus Amezcua

Date

07/27/2020 05:19 PM
07/28/2020 11:15 AM
Started On: 07/27/2020 11:08 AM

HARRIS COUNTY DEPARTMENT OF EDUCATION
CH LOCAL REPORT FOR PAYMENTS OF \$50,000 OR MORE FOR FISCAL YEAR 2020-2021
August 19, 2020 Board Meeting

VENDOR NAME	VENDOR NUMBER	CONTRACT TYPE	RECOMMENDED TOTAL CH LOCAL	CONTRACT INFORMATION	Agenda Date
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BUSINESS-RELATED

Page 1 of 2

Butler Business Products	17320	18/060JN-03, 20/002KD-02, 15/039KC-02, 20/004KD-01, 20/005KD-02, 18/075KD-04, 19/033MJ-04, 20/008KD-01, 16/011MP-02, 16/057KC-04, 19/025KD-01	\$ 380,000	Office Supplies, Furniture, etc Department wide	8/19/2020
Harris County Appraisal District	29680	Per Texas Law/Linebarger	\$ 185,000	HCDE tax appraisals	8/19/2020
Xerox Business Solutions	87489	JOB # 17/026KH-10	\$ 75,000	Printer, Copier, Scanner usage	8/19/2020

Adult Education

Data Recognition Corporation	88048	Sole Source	\$ 75,000	test booklets	8/19/2020
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Communications

Versa Creative	88047	19/047KC-04	\$ 1,000,000	Media and Creative Services	8/19/2020
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CASE FOR KIDS

Aldine ISD	10960	Interlocal Contract	\$ 180,000.00	Comprehensive programs through 21st Century or	8/19/2020
Alief ISD	84484	Interlocal Contract	\$ 315,000.00	Comprehensive programs through 21st Century or	8/19/2020
Clear Creek ISD	19780	Interlocal Contract	\$ 160,000.00	Comprehensive programs through 21st Century or	8/19/2020
Galena Park ISD	27070	Interlocal Contract	\$ 550,000.00	Comprehensive programs through 21st Century or	8/19/2020
Houston ISD	32530	Interlocal Contract	\$ 400,000.00	Comprehensive programs through 21st Century or	8/19/2020
Humble ISD	33610	Interlocal Contract	\$ 160,000.00	Comprehensive programs through 21st Century or	8/19/2020
Pasadena ISD	45610	Interlocal Contract	\$ 190,000.00	Comprehensive programs through 21st Century or	8/19/2020
Sheldon ISD	52120	Interlocal Contract	\$ 531,000.00	Comprehensive programs through 21st Century or	8/19/2020
Southwest Schools (Charter)	83777	Interlocal Contract	\$ 290,000.00	Comprehensive programs through 21st Century or	8/19/2020
Spring ISD	53950	Interlocal Contract	\$ 160,000.00	Comprehensive programs through 21st Century or	8/19/2020
The Association for the	83547	Interlocal Contract	\$ 122,000.00	Comprehensive programs through 21st Century or	8/19/2020
Baker Ripley	43683	Interlocal Contract	\$ 122,000.00	Comprehensive programs through 21st Century or	8/19/2020
Raul Yzaqure School for Success	86200	Interlocal Contract	\$ 122,000.00	Comprehensive programs through 21st Century or	8/19/2020
Academy of Accelerated Learning	82169	Interlocal Contract	\$ 60,000.00	Comprehensive programs through 21st Century or	8/19/2020

HEAD START RELATED

A-1 Personnel of Houston, Inc	87967	JOB # 17/045KC	\$ 60,000	Staffing Services for Head Start	8/19/2020
Brothers Produce	87781	JOB # 19/032TJ	\$ 75,000	Produce for meals	8/19/2020
Childcare Careers, LLC	85300	Job # 18/035KJ	\$ 200,000	Staffing Services for Head Start	8/19/2020
City Of Houston Health Department	32920	Interlocal Lease Agreement	\$ 150,000	Head Start Lease for 5th Ward and Compton	8/19/2020
Delta-T Group Inc	87765	JOB # 17/017LB	\$ 75,000	Head Start Temporary Staffing	8/19/2020
Deskot, LLC	87246	JOB # 16/014YR	\$ 200,000	Headstart Childcare Partnership	8/19/2020
Fellowship of Purpose Early Childhood	87181	JOB # 16/014YR	\$ 110,000	Service Agreement	8/19/2020
Hardies Fruit & Vegetable Co	86933	JOB # 19/032TJ-03	\$ 100,000	Head Start meals	8/19/2020
John G. Jones Learning Center	86996	JOB # 20/039YR	\$ 75,000	Service Agreement	8/19/2020
Kaplan Early Learning	35683	JOB # 18/058KC	\$ 150,000	Educational Supplies	8/19/2020
KQC Investors, LLC	83870	JOB # 15/064YR	\$ 700,000	Head Start Lease for Channelview and Sheffield	8/19/2020
Labatt Institutional Supply Company/Labatt Food Services LLC	86944	JOB # 16/029TJ-03	\$ 425,000	Head Start meals	8/19/2020
Milk Products LLC/Borden Dairy Company	16155	JOB # 17/023TJ	\$ 100,000	Dairy for Head Start	8/19/2020
Scholastic Inc	88307	JOB # 20/032KN-22	\$ 150,000	Read & Rise Literacy Program & various	8/19/2020
Zenith Learning (Zenith Premier, Inc)	87916	JOB # 17/017LB	\$ 300,000	Head Start Temporary Staffing	8/19/2020
Zieben Foundation Properties	64845	JOB # 15/067YR	\$ 75,000	Head Start Lease for Coolwood	8/19/2020

CH Local Report		Page 2 of 2			
City Of Houston Water	80591	Utilities	\$ 75,000	Utilities: Water	8/19/2020
Construction Masters of Houston, Inc	86791	JOB # 20/017MR-05	\$ 100,000	Construction	8/19/2020
Dura Pier Facilities Services, LTD dba Facilities Sources	82491	JOB # 16/054JN-04, 17/020CG, 18/060JN.18/061JN	\$ 275,000	Facilities services	8/19/2020
Energy Future Holdings, Inc-TXU Energy	88315	Utilities	\$ 575,000	Service Agreement	8/19/2020
ERC Environmental & Const Serv Inc	87401	JOB # 17/020CG	\$ 125,000	Service Agreement	8/19/2020
Executive Threat Solutions,	85264	JOB # 16/060CG	\$ 250,000	Security Services	8/19/2020
Emcor Gowen, Inc	85932	Job # 18/060JN-11	\$ 200,000	Various Projects	8/19/2020
Highpoint Sanitary Solutions	31325	JOB # 18/007KD, 18/075KD	\$ 125,000	Custodial Supplies	8/19/2020
McGriff Seibels & Williams	39976	JOB # 17/002LB	\$ 350,000	HCDE Insurance	8/19/2020
Metropolitan Landscape	82060	JOB # 20/030MR-03	\$ 250,000	Landscaping	8/19/2020
Nash Industries, Inc.		JOB # 20/17MR-15	\$ 325,000	Construction	8/19/2020
QSS	47923	JOB # 20/018MJ-09	\$ 300,000	Fire, Safety, Security and Surveillance Equipment.Services	8/19/2020
Texas Political Subdivisions	58844	Insurance Interlocal contract	\$ 125,000	Liability	8/19/2020
HUMAN RESOURCES - RELATED					
Davis Vision, Inc	86779	Region 4 ESC Interlocal	\$ 68,000	Employee Contributions VISION PLAN	8/19/2020
Execu Team Staffing, LLP	86181	JOB # 17/045KJ	\$ 150,000	Staffing Service	8/19/2020
First Financial - Flex Medical	87558	Region 4 ESC Interlocal	\$ 290,000	Employee Contributions	8/19/2020
First Financial - Health Savings	87558	Region 4 ESC Interlocal	\$ 140,000	Employee Contributions	8/19/2020
Karczewski, Bradshaw, Spalding, Nichols, Lamp, Langlois	87975	Ch. 2254 Local Gov't Code	\$ 400,000	Legal Services for HCDE	8/19/2020
Met Life Dental - Employee	84036	Region 4 ESC Interlocal	\$ 52,000	Employee Contributions	8/19/2020
Metropolitan Life Insurance Company	82248	Region 4 ESC Interlocal	\$ 100,000		8/19/2020
Public Agency Retirement	60818	Retirement Alternative Plan	\$ 360,000	Retiree Alternative Retirement Plan Payment	8/19/2020
TCG Administrators - 403(b) Retirement Savings	n/a	Region 4 ESC Interlocal	\$ 375,000	Employee Contributions	8/19/2020
TCG Administrators - 457 Retirement Savings	n/a	Region 4 ESC Interlocal	\$ 230,000	Employee Contributions	8/19/2020
The Standard Life Insur. - Disability, Employee Paid	81820	Region 4 ESC Interlocal	\$ 180,000	Employee Contributions	8/19/2020
TRS Active Care - Employee	n/a	TRS Health Insurance	\$ 1,402,476	Employee Contributions	8/19/2020
TRS Active Care - HCDE/State	n/a	TRS Health Insurance	\$ 2,852,000	HCDE portion	8/19/2020
Unum Dental - Employee Paid	87696	Region 4 ESC Interlocal	\$ 212,000	Employee Contributions	8/19/2020
Unum Life Insurance Co of America	87696	Region 4 ESC Interlocal	\$ 215,000	Life Insurance	8/19/2020
Unum Life Insurance Co Of America	39630	Region 4 ESC Interlocal	\$ 150,000	Life Insurance	8/19/2020
CENTER FOR SAFE AND SECURE SCHOOLS					
Harris County Treasurer	29920	Interlocal Agreement - Security Service	\$ 500,000	Security Service	8/19/2020
TECHNOLOGY-RELATED					
Avanade, Inc	88584	JOB # 20/022YR	\$ 100,000	Technology Consultants	8/19/2020
CDW Government, Inc	18165	JOB # 18/056KD-13	\$ 700,000	Technology Equipment/Supplies/Consulting	8/19/2020
Comcast Holdings Corporation	88084	JOB# 18/0016416	\$ 100,000	Internet and phone service	8/19/2020
PS Lightwave Inc.	86862	JOB# 20/025YR	\$ 225,000	E-rate Ethernet Circuits	8/19/2020
Powerschool Group, LLC	87278	Sole Source	\$ 100,000	eFinance upgrade and Support Maintenance	8/19/2020
Prime Systems	81790	JOB# 17/026KH	\$ 75,000	Temporary Staffing	8/19/2020
SHI Government Solutions Inc	52199	JOB # 18/056KD	\$ 400,000	Technology Equipment, Software, Services and Supplies	8/19/2020
Total Technologies LLC	82358	JOB # 17/026KJ	\$ 75,000	Technology Equipment/Supplies	8/19/2020
Unique Digital Technology Inc	83410	JOB # 17/026KJ	\$ 125,000	Technology Equipment/Supplies	8/19/2020
Verizon Wireless	61927	DIR Contract DIR TSO 3415	\$ 225,000	Cell Phone Service	8/19/2020
Total			\$ 20,898,476		

Regular Board Meeting**7.F.****Meeting Date:** August 19, 2020**Title:** BONDS, COMPLIANCE, BOND COUNSEL**Submitted For:** Jesus Amezcua, Business Office**Submitted By:** Kendra Jackson**Recommended Action:** Approve**HCDE Goal(s):** 2. Deliver value responsibly**Additional Resource Personnel:** Dr. Jesus Amezcua**Facilities/Technology Approval Needed?:**

Information**Posted Agenda Item:**

Consider approval of engagement letter with Orrick, Herrington, & Sutcliffe, LLP, (Bond Counsel) in accordance with Texas Education Code 44.031(f). (Bond counsel is required to enter the financial market and maintain bond disclosure compliance).

Subject:

BONDS, COMPLIANCE, BOND COUNSEL

Rationale:

Bond Counsel service include the following:

Assistance with the conduct of issue general obligation elections and the preparation of election documents.

Analysis of the structure of the Bonds under Texas law and the eligibility to finance with tax-exempt bonds under federal law.

Consultation with representatives of the issuer, the financial adviser, underwriters, underwriter's counsel, and others with respect to the timing, terms and legal structure of the proposed bonds.

Preparation of documents to be adopted and entered into by the Issuer required for the authorization, sale and issuance of the bonds (excluding the bond purchase agreement to be prepared by underwriters counsel) including preparation of the bond order, paying agent registrar agreement, escrow agreement and the other bond documents (the major legal documents).

Preparation of the continuing disclosure agreement pursuant to United States Securities and Exchange Commission Rule 15c2-12.

Preparation of summaries of the Major Legal Documents included in the official statement.
Review of any investment agreement entered into at or prior to closing, and the procedures by which bids are solicited, in each case for compliance with federal tax laws related to tax exemption of interest on the bonds.

Attendance at such meetings or hearings of the issuer and working group meetings or conference calls as issuer may request.

Other service as outlined in the engagement letter. Fees are paid for a series of bonds. Example fee schedule is outlined in the engagement letter.

Fiscal Impact

Attachments

Engagement letter

Form Review

Inbox

Purchasing
Assistant Superintendent - Business
Assistant Superintendent - Business
Form Started By: Kendra Jackson
Final Approval Date: 07/02/2020

Reviewed By

Bill Monroe
Jesus Amezcua
Jesus Amezcua

Date

07/02/2020 08:53 AM
07/02/2020 09:10 AM
07/02/2020 09:14 AM
Started On: 07/01/2020 10:36 PM



Orrick, Herrington & Sutcliffe LLP

609 Main Street
40th Floor
Houston, TX 77002-3106

+1 713 658 6400

orrick.com

June 29, 2020

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

Re: Bond Counsel Services for Harris County Department of Education and Harris County Department of Education Public Facilities Corporation

Dear Mr. Colbert:

This letter and the attached Standard Terms of Engagement (the "Agreement") will set out the terms under which Orrick, Herrington & Sutcliffe LLP ("Bond Counsel") will serve as bond counsel with respect to bonds that Harris County Department of Education and the Harris County Department of Education Public Facilities Corporation (collectively, the "Issuer") intends to issue, subject to voter approval as necessary, and with respect to any equipment notes or similar contractual obligations, tax and/or revenue notes and for any refunding or variable rate bonds of the Issuer, whether currently outstanding or to be issued. Such bonds, notes and obligations are collectively referred to in this letter as the "Bonds." We are very pleased to have the opportunity to serve as Bond Counsel for the Issuer.

The following is based on our standard form of engagement letter. We do not intend this letter to be difficult to understand or filled with "legalese." Please let us know if there is anything you do not fully understand or if there are any changes you would like us to make in order to better tailor the terms of our engagement to the needs of the Issuer.

1. Scope of Services. Bond Counsel shall perform the following legal services in connection with any issuance of Bonds:

- (1) Assistance with the conduct of Issuer general obligation elections and the preparation of election documents;
- (2) Analysis of the structure of the Bonds under Texas law and the eligibility to finance with tax-exempt bonds under federal tax law.
- (3) Consultation with representatives of the Issuer, the financial adviser, underwriters, underwriters' counsel, and others, with respect to the timing, terms, and legal structure of the proposed Bonds.
- (4) Preparation of documents to be adopted or entered into by the Issuer required for the authorization, sale and issuance of the Bonds (excluding the Bond Purchase Agreement to be prepared by underwriters' counsel), including preparation of the Bond Order, Paying Agent Registrar Agreement, Escrow Agreement and the other Bond Documents (the "Major Legal Documents").

- (5) Preparation of the Continuing Disclosure Agreement pursuant to United States Securities and Exchange Commission Rule 15c2-12.
- (6) Preparation of summaries of the Major Legal Documents included in the Official Statement.
- (7) Review of any investment agreement entered into at or prior to closing, and the procedures by which bids are solicited, in each case for compliance with federal tax laws related to tax-exemption of interest on the Bonds.
- (8) Attendance at such meetings or hearings of the Issuer and working group meetings or conference calls as Issuer may request.

After the closing of any series of the Bonds and upon specific request of the Issuer, providing assistance to the Issuer concerning questions and issues that may arise prior to the maturity of the Bonds.

In rendering opinions and performing legal services under this Agreement, Bond Counsel shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, the Issuer and other parties and consultants, without independent investigation or verification. Knowledge of attorneys and non-attorneys at Bond Counsel's firm not working directly any Bond issue will not be imputed to Bond Counsel nor shall there be any duty on the part of Bond Counsel to make any inquiry of such other attorneys or non-attorneys.

Bond Counsel services are limited to those specifically set forth above. Bond Counsel services do not include representation of the Issuer or any other party to the transaction in any litigation or other legal or administrative proceeding, audit or investigation involving any of the Bonds or any related matter. Bond Counsel services do not include any financial advice or analysis or data or mathematical verification. Also, Bond Counsel services will not include services related to rebate or other post issuance tax compliance or ongoing continuing disclosure filings (although Bond Counsel may be available for separate engagement to provide such services pursuant to separate a contract).

2. Fees. Bond Counsel will be paid a fixed fee for each series of Bonds issued by the Issuer. For Bond that are secured by ad valorem property taxes, Bond Counsel's fee will be equal to the greater of \$25,000 or \$0.90 per \$1,000 of the proceeds amount of each series of Bonds issued and for Bonds secured by a pledge of the Issuer's revenues, Bond Counsel's fee will be equal to the greater of \$50,000 or \$0.90 per \$1,000 of the proceeds amount of each series of Bonds issued subject to the following adjustments and assumptions. The fixed fee would be adjusted by adding \$30,000 for real estate and title review legal expenses related to a Bond issue that requires the acquisition or refinancing of real property, \$10,000 for additional federal tax work required in the event of the issuance of refunding Bonds and \$10,000 for work relating to the conduct of a Bond election (contingent on voter approval of such election and to be paid at the time of the issuance of the Bonds approved in such election).

3. Expenses. In addition to the fees provided above, Issuer will pay Bond Counsel for costs and expenses (direct and indirect) incurred in connection with the services, including (without limitation) Texas Attorney General review fees, third-party translation services related to a bond election, filing and publication, document reproduction and delivery, long distance telephone, telecopy, word processing,

computer research, secretarial overtime, closing transcripts and other similar expenses. Any filing, publication or printing costs required in connection with the Bonds shall be paid directly by Issuer, but if paid by the Bond Counsel on behalf of Issuer, shall be reimbursed to Bond Counsel on demand. Payment in respect of such costs and expenses will be fixed at \$1,500, exclusive of the Texas Attorney General review fees, third-party translation services related to a bond election and extraordinary expenses, provided, however, that any extraordinary expenses shall be approved by the Issuer prior to such expenses being incurred.

4. Payment. Fees and expenses shall be payable by Issuer at or after issuance of each series of Bonds. Payment of all fees and expenses hereunder shall be made from proceeds of the Bonds, or otherwise as mutually determined by the Issuer and Bond Counsel and shall be entirely contingent upon issuance of each series of Bonds.

5. Termination of Agreement, Legal Services and Other Obligations. This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause.

6. Nature of Engagement; Client Relationships with Other Parties. The role of bond counsel, generally, is to prepare or review the proceedings for issuance of the bonds, notes or other evidence of indebtedness and to provide a legal opinion with respect to the validity thereof and other subjects (usually including the tax status of interest thereon) addressed by the opinion. Consistent with the historical origin and unique role of bond counsel, and reliance thereon by the public finance market, Bond Counsel's role as bond counsel under this Agreement is to provide opinions and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

Issuer acknowledges that Bond Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, Bond Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment and swap providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Bond financing or that may be involved with or adverse to the Issuer in this or some other matter. Bond Counsel agrees not to represent any such entity in connection with the any Bond financing, during the term of this Agreement, without the consent of the Issuer. Given the special, limited role of bond counsel described above, Issuer acknowledges and agrees that no conflict of interest exists or would exist, and waives any actual or potential conflict of interest that might be deemed to arise, now or in the future, from this Agreement or any such other relationship that Bond Counsel may have had, have or enter into, and the Issuer specifically consents to any and all such relationships.

7. Limitation of Rights to Parties. Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than Issuer and Bond Counsel any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of the Issuer and Bond Counsel.

8. Counterparts. This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

9. Anti-Boycott Verification. As required by Chapter 2270, Government Code, Bond Counsel hereby verifies that Bond Counsel does not boycott Israel and will not boycott Israel through the term of this agreement. For purposes of this verification, "boycott Israel" means 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 specifically 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.

10. Foreign Terrorists Organizations. Pursuant to Chapter 2252, Texas Government Code, Bond Counsel represents and certifies that, at the time of execution of this agreement neither Bond Counsel, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

If the foregoing is acceptable to the Issuer, please so indicate by returning the enclosed copy of this letter, signed by an authorized officer, and retain an original for your files.

ORRICK HERRINGTON & SUTCLIFFE, LLP

**HARRIS COUNTY DEPARTMENT OF
EDUCATION**

By: _____
Marcus Deitz, Partner

By: _____
James Colbert, Jr., Superintendent

STANDARD TERMS OF ENGAGEMENT

Except as modified in writing by the accompanying engagement letter or in another agreement signed by the Client and Orrick, the following provisions shall apply to the relationship between Orrick and the Client.

1. Client

Our engagement is only on behalf of the person(s) or entity(s) identified in the engagement letter accompanying these Standard Terms of Engagement. Our representation of the Client, does not encompass any officer, director, employee, owner, principal, member or partner of or any other person affiliated with the Client; or any subsidiary, parent or other affiliate of the Client. If any of these persons or entities require the services of counsel in connection with the Matter, we would be pleased to discuss whether we might be able to represent any of them, but any such representation would need its own engagement letter, and would depend on our review and disclosure to all concerned of any conflicts of interest that may arise in connection with any such concurrent representation, and on appropriate consents being obtained from the Client and from those seeking such additional representation.

2. Scope of Engagement

The scope of Orrick's representation of the Client is limited to the specific Matter identified in the accompanying engagement letter, and such additional matters as the Client and Orrick may in their mutual discretion agree to from time to time. In each case, Orrick's agreement to any expansion of the scope of its representation of the Client will be subject, among other things, to such additional conflict checks, waivers, retainers, approvals and other arrangements as Orrick may in its professional judgment deem necessary or appropriate in the circumstances. Except as otherwise expressly provided in any written engagement letter (or a written amendment of a prior engagement letter) between Orrick and Client entered into in connection with such expansion of the scope of Orrick's representation, the agreement reflected in these Standard Terms of Engagement, and in the accompanying engagement letter, applies to Orrick's current representation of the Client and to any subsequent matters that Orrick agrees to undertake on the Client's behalf.

3. Conflicts of Interest

Our agreement to represent the Client is conditioned upon the understanding that we are free to represent any clients (including the Client's adversaries) and to take positions adverse to either the Client or an affiliate of the Client in any matters (whether involving the same substantive area(s) of law for which the Client has retained us or some other unrelated area(s), and whether involving business transactions, counseling, litigation or otherwise), which do not involve the same factual and legal issues as matters for which the Client has retained us or may hereafter retain us. In this connection, the Client should be aware that we provide services on a wide variety of legal subjects to a large number of clients both in the United States and internationally, some of whom are or may in the future operate in the same area(s) of business in which the Client is operating or may operate. (A summary of Orrick's current practice areas and the industries in which we represent clients can be found on Orrick's web site at www.orrick.com.) We will, of course, hold in confidence the Client's secrets and confidences. Similarly, the Client understands that while Orrick may obtain confidential information from other clients that may be of interest to the Client, Orrick cannot share such information with the Client. The Client acknowledges that the Client has had the opportunity to consult with its in-house or separate counsel

about the consequences of the waiver set forth in this paragraph. After such consultation, the Client consents to these other representations, agrees that it will not seek to disqualify Orrick from any such present or future representations, and waives any actual or potential conflict that might arise from such current or future representations so long as those other representations do not involve the same factual and legal issues as a current active engagement for the Client.

4. Internal Communications

The occasion might arise for us, at our own expense, to consult regarding our engagement for the Client with our own counsel (e.g., our Chief Legal Officer, other firm lawyers working with our Chief Legal Officer who do not perform work for the Client on the Matter, or our own outside counsel). To the extent that we are addressing our own rights or responsibilities, a conflict of interest might be deemed to exist between Orrick and the Client as to such consultation or resulting communications, particularly if a dispute were ever to arise between Orrick and the Client regarding the Matter. A condition of this engagement is that the Client hereby consents to such consultation occurring, and waives any claim of conflict of interest based on such consultation or resulting communications that could otherwise disqualify us from continuing to represent the Client or from acting in our own behalf, even if such consultation or communications might be deemed adverse to the interests of the Client. The Client acknowledges and agrees that any such consulting and communications are protected, from disclosure to the Client, by Orrick's own attorney client privilege.

5. Responsibilities of Attorney and Client

We will provide to the Client legal counsel and assistance in accordance with the accompanying engagement letter. The Client will not look to or rely upon Orrick for any investment, accounting, financial or other non-legal advice, including without limitation any advice regarding the character or credit of any person with whom the Client may be dealing. Although we will at times communicate with the Client by e-mail, letter, or other written form, we may provide much of our counsel and assistance in telephone conversations and meetings with the Client. If the Client ever wishes for us to confirm any oral advice in writing, please let us know.

For us to represent the Client effectively, we need the Client to provide us with complete and candid information regarding the subject matter of the Matter, to keep us informed of relevant developments, to make decisions necessary for us to fulfill our responsibilities in the Matter and otherwise to provide to us the Client's reasonable assistance and cooperation.

We have a duty of confidentiality to the Client and each of our other clients. We take this duty very seriously and, except to the extent permitted by the applicable rules of professional conduct, we will not disclose any confidential information of the Client to any other client or person. Similarly, we cannot disclose to the Client the confidences of any other client even when such information relates to matters that might affect the Client.

6. Fees, Costs and Disbursements

We will bill the Client on a monthly basis for our services, unless other arrangements are described in the engagement letter to which these "Standard Terms and Conditions" are attached. Our

bills are payable promptly upon receipt, with payment required no later than 30 days following our invoice date.

Unless other arrangements are described in the engagement letter to which these “Standard Terms and Conditions” are attached, our fees are based on the amount of time we spend on the Matter. Each Orrick attorney, legal assistant and other timekeeper assigned to the Matter will have an hourly billing rate. These billing rates, which are set based upon seniority and expertise, are subject to adjustment annually, effective as of January 1 of each year, to reflect, among other factors, seniority advancements.

Unless other arrangements are described in the engagement letter to which these “Standard Terms and Conditions” are attached, in addition to fees, we also will bill the Client on a monthly basis for in-house services such as telephone charges, document reproduction, word processing, computerized research, out-of-town travel and messenger services. Subject to our ethical obligations, certain of such items may be charged at more than Orrick’s direct cost to cover its estimated associated administrative costs, overhead and materials. More specific information relating to Orrick’s disbursement policies is available upon request.

Unless special arrangements are made, Orrick does not take responsibility for paying fees and expenses of third parties, which will be the Client’s responsibility and may be billed directly to the Client.

If any claim or action is brought against Orrick or any of its personnel which alleges negligence or wrongdoing of the Client or a third party, or if Orrick or any current or former attorney or employee of Orrick is asked or required by a third party to testify or produce documents as a result of Orrick’s representation of the Client, the Client agrees to pay Orrick for any resulting costs or expenses, including Orrick’s time, even if Orrick’s representation of the Client has ended. This paragraph is not intended to apply to any claim brought by or on behalf of the Client alleging wrongdoing by Orrick.

The obligation to timely pay our bills is solely the Client’s and is not contingent upon, nor shall the payment due date be extended or otherwise affected by any judgment or settlement; any right the Client may have for reimbursement, indemnification or insurance; or the Client’s receipt of any other form of payment the Client may claim or expect to receive from some other party. If the Client has any question or issue regarding any bill, the Client should notify us promptly of any such question or issue, and must in any event promptly pay any portion of such bill that is not the subject of a question or issue.

Although Orrick may furnish estimates of fees or costs that are anticipated will be incurred, these estimates shall not be binding, are subject to unforeseen circumstances, and are by their nature inexact.

7. Engagement Termination

The Client may terminate this representation at any time, with or without cause, but in the case of litigation, court approval may be necessary. Subject to the application of the applicable rules of professional responsibility, Orrick also reserves the right to withdraw, if among other things, the Client fails to make timely payments of any invoice, the Client fails to cooperate or follow Orrick’s advice on a material matter, or any fact or circumstance arises that, in Orrick’s view, renders our continuing

representation unlawful or unethical, or we otherwise have the right to withdraw pursuant to applicable rules of professional responsibility. Any termination of our representation of the Client would be subject to such approval as may be required from any court(s) in which we are appearing on the Client's behalf. In the event of termination by either of us, the Client agrees to pay us fees and costs for work performed prior to termination, to the extent permitted by law.

8. Date of Termination

Orrick's representation of the Client will be considered terminated at the earliest of (i) the Client's termination of the representation, (ii) Orrick's withdrawal from the representation, (iii) the substantial completion of Orrick's substantive work for the Client, or (iv) our sending you our final statement for services rendered in the matter.

9. Client Files (Cloud Storage, Retention and Disposition)

Orrick recognizes that cloud computing services offer valuable tools to its clients and has entered into arrangements with certain providers of those services. Data and documents, including client confidential data uploaded to a cloud computing service rather than stored on equipment or servers controlled by Orrick may be less secure and less confidential than clients expect. If the Client does not wish to have its information and data stored with third party cloud service providers, the Client must advise Orrick not to do so. If the Client requests or directs Orrick to use cloud computing services other than those services provided by Orrick, the Client agrees that Orrick is not responsible for, and agrees to indemnify and hold Orrick harmless from and against any and all claims, suits and actions, arising from use of the cloud computing service requested by the Client, including any security or confidentiality breaches that occur.

Once our engagement in this Matter ends, we will send you a written notice advising you that this engagement has concluded. You may thereafter direct us to return, retain or discard some or all of the documents pertaining to the engagement. Orrick may charge the Client for the reasonable costs of retrieval, assembly, copying, storage and transfer of all files or materials in any format. If Orrick determines it appropriate to dispose of materials relating to the Matter, Orrick will provide you written notice of that determination. If you do not respond to the notice within sixty (60) days, you agree and understand that any materials left with us after the engagement ends may be retained or destroyed at our discretion without further notice to you and in a manner which preserves the confidential and secret nature of their contents. If you have a Records Retention Policy in place with which outside counsel will need to comply, please advise us so that we may so inform our Records Department.

You should understand that "materials" include paper files as well as information in other mediums of storage including voicemail, email, printer files, electronic document files, facsimiles, dictation recordings, video files, and other formats. We reserve the right to make, at our expense, certain copies of all documents generated or received by us in the course of our representation. When you request copies of documents from us, copies that we generate will be made at your expense. We will maintain the confidentiality of all documents throughout this process.

Our own files pertaining to the Matter will be retained by the firm (as opposed to being sent to you) or destroyed. These firm files include, for example, firm administrative records, time and expense

reports, personnel and staffing materials, and credit and account records. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us within a reasonable time after the termination of the engagement.

10. Binding Agreement

The engagement letter and these Standard Terms of Engagement represent the entire understanding and agreement between the Client and Orrick with respect to the subject matter referred to herein. By signing below, the Client acknowledges that the engagement letter and these Standard Terms of Engagement have been carefully reviewed and their content understood and that the Client agrees to be bound by all of the terms and conditions. Furthermore, the Client acknowledges that Orrick has made no representations or guarantees to the Client regarding the outcome of the Matter or the time necessary to complete the Matter. The provisions of this letter may only be amended in writing and signed by both parties.

11. Acceptance of Engagement Terms

By signing below, you acknowledge and represent that you have read the engagement letter and these Standard Terms of Engagement, that you understand and agree to the terms and provisions, and that you are authorized to do so on behalf of the Client.

ORRICK HERRINGTON & SUTCLIFFE, LLP

**HARRIS COUNTY DEPARTMENT OF
EDUCATION**

By: _____
Marcus Deitz, Partner

By: _____
James Colbert Jr., Superintendent

Regular Board Meeting**7.G.****Meeting Date:** August 19, 2020**Title:** BONDS, COMPLIANCE, BOND FINANCIAL ADVISOR**Submitted For:** Jesus Amezcua, Business Office**Submitted By:** Kendra Jackson**Recommended Action:** Approve**HCDE Goal(s):** 2. Deliver value responsibly**Additional Resource Personnel:** Dr. Jesus Amezcua**Facilities/Technology Approval Needed?:**

Information**Posted Agenda Item:**

Consider approval of engagement letter with USCA Municipal Advisors LLC. (Financial Advisor) in accordance with Texas Education Code 44.031(f). (A financial advisor is required to enter the financial market and maintain bond disclosure compliance).

Subject:

BONDS, COMPLIANCE, BOND FINANCIAL ADVISOR

Rationale:

Scope of Services.

Financial Advisor may assist Issuer with a range of services, including but not limited to, the process of issuing municipal securities. The municipal financial advisory services may be provided in connection with a specific transaction or may be more generally related to the provision of financial advisory services as needed and requested by the Issuer. An illustrative list of services available to the Issuer is set out in attached Exhibit A, although the Parties may agree to add or exclude services with respect to any particular transaction. This is an on-going agreement to provide services in connection with Issuer needs as they arise. Each request to provide services, either in connection with a specific transaction or for issuer requests not necessarily connected to a specific transaction, shall be deemed a Specific Project. Issuer and Financial Advisor shall agree to the scope of services for each Specific Project and document such agreement in one or more writings, which may include email communications sent from or acknowledged by Issuer's authorized representatives.

B. Compensation & Expense Reimbursement.

Financial Advisor shall be compensated on a contingent fee basis a fee for any Completed Transaction as follows:

Principal Amount	Fee Per Completed Transaction
First \$1,000,000	\$15,000 (Minimum)
Next \$9,000,000	\$3.50 per \$1,000 over \$1,000,000
Next \$15,000,000	\$2.25 per \$1,000 over \$10,000,000
Over \$25,000,000	\$1.00 per \$1,000 over \$25,000,000

When the Issuer is refunding outstanding debt, voting new bonds or issuing any form of tax credit bond or note, TWDB or issuing revenue bonds, an additional structuring fee of \$9,500 may be included.

Fiscal Impact**Attachments**

658

USCA AGREEMENT FOR MUNICIPAL FINANCIAL ADVISORY SERVICES

THIS AGREEMENT is made as of the ____ day of _____, 20__, by and between the **Harris County Department of Education, Texas (“Issuer”)** and **USCA Municipal Advisors LLC**, a wholly owned subsidiary of U.S Capital Advisors LLC (“USCA” or “Financial Advisor”), located at 4444 Westheimer, Suite G500, Houston, Texas 77027, for municipal financial advisory services to be performed pursuant to the terms and provisions set out below. Issuer and USCA shall be referred to collectively as “Parties”.

A. Scope of Services.

Financial Advisor may assist Issuer with a range of services, including but not limited to, the process of issuing municipal securities. The municipal financial advisory services may be provided in connection with a specific transaction or may be more generally related to the provision of financial advisory services as needed and requested by the Issuer. An illustrative list of services available to the Issuer is set out in attached Exhibit A, although the Parties may agree to add or exclude services with respect to any particular transaction. This is an on-going agreement to provide services in connection with Issuer needs as they arise. Each request to provide services, either in connection with a specific transaction or for issuer requests not necessarily connected to a specific transaction, shall be deemed a Specific Project. Issuer and Financial Advisor shall agree to the scope of services for each Specific Project and document such agreement in one or more writings, which may include email communications sent from or acknowledged by Issuer’s authorized representatives.

B. Compensation & Expense Reimbursement.

Financial Advisor shall be compensated on a contingent fee basis a fee for any Completed Transaction as follows:

<u>Principal Amount</u>	<u>Fee Per Completed Transaction</u>
First \$1,000,000	\$15,000 (Minimum)
Next \$9,000,000	\$3.50 per \$1,000 over \$1,000,000
Next \$15,000,000	\$2.25 per \$1,000 over \$10,000,000
Over \$25,000,000	\$1.00 per \$1,000 over \$25,000,000

When the Issuer is refunding outstanding debt, voting new bonds or issuing any form of tax credit bond or note, TWDB or issuing revenue bonds, an additional structuring fee of \$9,500 may be included.

Completed Transaction includes all security issuances as well as any lease, loan, grant and other financings concluded by Issuer during the term of this Agreement, unless a particular such transaction is specifically excluded from this Agreement in a writing signed by the Parties. Principal amount shall be defined as the greater of the par amount, project fund/escrow deposit amount or gross production.

Fees and reimbursable expenses (defined below) will be paid by Issuer to Financial Advisor upon the issuance and delivery of securities or closing of other financing. There is no fee due for a Specific Project unless securities are delivered or financing is completed. If securities are not delivered, the financing is

not completed or this Agreement is canceled, all reimbursable expenses incurred are due in full within 30 days of non-delivery or cancelation. If a bond election is required to authorize a bond issuance and the bond election is unsuccessful, Financial Advisor will not be paid a fee for any services rendered, however, all incurred reimbursable expenses must be paid by Issuer.

Unless agreed to otherwise in writing by the Parties, Issuer shall reimburse Financial Advisor for expenses incurred by Financial Advisor for services rendered under the terms of this Agreement. Reimbursable expenses shall include, but are not limited to, the following:

- a. Courier and delivery services; postage; laser, color, photographic or offset printing and reproduction costs; use of company materials and supplies; document production, copying and binding; facsimile transmission; telephone and conference calls; online posting and distribution of the Preliminary Official Statement; Term Sheet; statistical data; data processing; and data information services. (Facsimile transmissions and calls will only be charged to Issuer when Financial Advisor incurs a separate charge for them, e.g. when traveling or when third party services are required for certain conference calls.)
- b. Other reasonable expenses directly related to the satisfactory performance of requested work, including, but not limited to, third party consultants and vendors hired by Financial Advisor with Issuer approval.

Compensation to Financial Advisor does not include counsel fees and expenses, rating fees, insurance premiums, paying agent and escrow charges, underwriting/placement agent fees, attorney general fees, and similar costs incurred in connection with an Issuer's financing program. Such costs shall be paid directly by the Issuer.

C. Effective Date and Termination.

The term of the Agreement shall be effective on the date of acceptance by the Issuer as indicated below. At any time and without cause, this Agreement may be canceled by either party by giving thirty (30) days written notice to the other.

In the event of termination, reimbursable expenses incurred prior to the effective date of termination will be due and must be paid by Issuer within 30 days of receipt of a final invoice from USCA. In the event of termination, only the amount due to USCA for services provided and expenses incurred prior to the effective date of termination will be due. No penalty will be charged for termination.

D. Billing Statement. USCA will issue an invoice to the Issuer for each Completed Transaction. Issuer shall make payment to USCA within thirty (30) days of the invoice date. Any balance that remains outstanding in excess of the above-referenced thirty (30) day period shall be subject to a financing charge to be computed at a rate of 12% per annum, or the maximum rate allowable under the laws of the State of Texas.

E. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions as stated in Chapter 171 of the Texas Local Government Code relating to conflict of interest of public officers and employees. The Parties agree that they are unaware of any financial or economic interest of any public officer or employee of the Issuer relating to this Agreement. It is further understood and agreed that if such a financial or economic interest of any public officer or employee of the Issuer does exist at the inception of this Agreement, the Issuer may immediately terminate this Agreement by giving written notice.

The Municipal Securities Rulemaking Board requires us, as your municipal advisor, to provide the following written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. USCA uses a contingent fee form of compensation where payment of the advisor's fee is dependent upon the successful completion of a financing or other transaction. This form of compensation could present a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

USCA Municipal Advisors LLC is a subsidiary of U.S. Capital Advisors LLC a full service wealth management firm offering broker dealer services through its subsidiary USCA Securities LLC, an affiliate of USCA Municipal Advisors LLC. Employees of U.S. Capital Advisors LLC provide municipal financial advisory services through USCA Municipal Advisors LLC and may provide certain broker dealer services such any municipal bond trading through USCA Securities LLC. Such dual affiliations may create the appearance of potential conflicts; however USCA Securities LLC does not act as a municipal underwriter and does not engage in proprietary trading for its own accounts.

The Issuer acknowledges that it has been given the opportunity to raise questions and discuss the above-referenced matters with USCA and that it fully appreciates the nature of these potential conflicts and corresponding disclosures. In the event any conflicts arise during the term of this Agreement, USCA will promptly disclose them. Upon receiving any additional disclosures, Issuer agrees that it will carefully consider any such conflicts, will seek independent advice if it determines it is appropriate, and will, in a writing executed by an official of Issuer with authority to bind Issuer by contract, specifically acknowledge the conflict(s) and authorize USCA to proceed.

Other than as pertains to bona fide employees working solely for USCA, Financial Advisor has not employed or retained any person or firm or provided any consideration contingent upon or resulting from the making of this Agreement and it has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any individual or firm in connection with carrying out this Agreement.

F. Legal or Disciplinary Events. USCA is required to disclose legal, disciplinary and judicial events on its Form MA (Item 9) and Form MA-Is (Item 6) filed with the SEC. USCA has not been the subject of any material legal, disciplinary, or judicial actions. USCA's most recent Form MA and Form MA-Is can be found at <https://www.sec.gov/cgi-bin/browse-edgar?company=USCA+Municipal+Advisors>.

G. Agreement to Provide Information. The Issuer agrees to provide USCA with factual, not misleading, information as shall be deemed necessary by USCA for the performance of services required in any Specific Project, which shall include financial statements, budgets, and other relevant documents as may be requested by USCA. The Issuer further agrees to not intentionally omit any material information relevant to USCA's provision of services required for a Specific Project.

H. Agreement to Hire Bond/Special Tax Counsel. It is agreed that Issuer will retain qualified Bond and as necessary Special Tax Counsel to prepare any required legal documents and legal advice regarding any securities issuance and that appropriate Bond and if necessary Tax Counsel will issue an opinion approving the legality of any debt offering.

I. Modification. This Agreement may only be modified by written agreement executed by Issuer and Financial Advisor.

J. Complete Agreement. This Agreement constitutes the complete statement of the terms and conditions of the Agreement between Issuer and Financial Advisor and it supersedes all prior representations, understandings and communications regarding municipal financial advisory services provided by USCA.

K. Governing Law, Waiver of Jury Trial. This agreement is governed by and shall be construed in accordance with the laws of the State of Texas.

L. Complaints. USCA is registered as a “Municipal Advisor” pursuant to Securities Exchange Act Section 15B and regulations of the SEC and the MSRB (the “Authorities”). A brochure with a description of protections afforded to the Issuer by the Authorities and the method to file a complaint with them can be found on the MSRB website at www.msrb.org.

M. Notices. All notices and communications related to this Agreement shall be in writing delivered as follows:

To the Issuer:
Harris County Department of Education
Attn: Mr. James Colbert
6300 Irvington Blvd.
Houston, Texas 77022-5618
jcolbert@hcde-texas.org
Telephone: (713) 696-0715
Facsimile: (713) 696-0730

To Financial Advisor:
USCA Municipal Advisors LLC
Attn: David Holland
4444 Westheimer, Suite G500
Houston, Texas 77027
dholland@uscallc.com
Telephone: (713) 366-0566
Facsimile: (713) 588-8882

N. Dodd-Frank Compliance. USCA is a registered Municipal Advisor in good standing with both the SEC (#866-01348-00) and the MSRB (#K0872).

ACCEPTED AND AGREED TO:

Harris County Department of Education:

USCA Municipal Advisors LLC:

By: _____

Title: _____

Date Accepted By Issuer:

David Holland, Senior Managing Director
& Head of Municipal Securities

Lewis Wilks, Managing Director

EXHIBIT A – SERVICES

The following provides an illustrative list of the services available to the Issuer upon request and as agreed to by the parties from time-to-time:

1. Work with Issuer to review financial resources and develop a financing plan to meet Issuer's financing goals, taking into account Issuer's existing debt, maturity schedules, options for prepayments, and striving to achieve new debt or financing under terms and conditions favorable to Issuer while achieving a minimum effective interest rate.
2. Provide information on current financing rates and general market conditions and other economic factors that could reasonably be expected to impact any proposed financing plan.
3. Assist the Issuer in assembling a financing team, as necessary, including, but not limited to, Bond/Loan/Tax Counsel, Disclosure Counsel (generally "Counsel"), Paying Agent Registrar, Escrow Agent and Underwriters.
4. Assist the Issuer in coordination of financing activities between representatives of Issuer offices as appropriate.
5. Prepare a time table and distribution list and update as necessary.
6. Assist with the Issuer's preparation and analysis of pro-forma cash flow statements and financing estimates.
7. Assist in arranging conference calls with Counsel, credit analyst and financing partners.
8. Review various types of available financing alternatives, including securities, loans, leases and other financing techniques, and provide recommendations relative thereto.
9. Recommend appropriate financing structure.
10. Recommend a method of financing as appropriate (competitive sale, negotiated sale or private placement) and, if necessary, conduct Request for Proposals process for underwriter, private purchaser or lender, as appropriate.
11. As necessary, prepare and/or assist with financial loan applications to local, state or federal lending agencies.
12. Assist with the preparation, coordination and review of all financing disclosure documents, subject to final review and approval by Issuer.
13. As appropriate recommend whether credit rating should be pursued and, if advisable, prepare the necessary materials and apply for a rating from the respective rating agency. Manage the Issuer's physical presentation or telephone conference presentation with the rating analysts.
14. Coordinate direct communication between Issuer staff and underwriters, private placement purchasers, lenders or other financial institutions, as appropriate.
15. Direct the advertisement and outreach for bids for a competitive sale of securities.

16. For securities:

- a. Review tax-exempt market supply and demand variables in connection with any issue; make recommendations regarding the timing of the pricing.
- b. Negotiate prepayment terms and conditions on behalf of Issuer.
- c. Conduct the bid opening and verify the lowest bidder (i.e., lowest True Interest Cost) in the case of competitive sale.
- d. Collect, hold, and return to the appropriate party any good faith checks made payable to the Issuer.
- e. Conduct pricing oversight and market comparables analysis for negotiated sale. Assist the Issuer in pricing negotiations on day of sale.
- f. Oversee the closing process on behalf of the Issuer. Coordinate with Counsel for delivery of securities to purchasers. Be available to the Issuer staff after the closing to answer questions regarding the issue.

17. For Lease, Loan or Other Financing:

- a. Negotiate with the provider terms, conditions, interest rates and prepayment conditions on behalf of Issuer;
- b. Cooperate with provider's counsel and Issuer's Counsel in closing the financing;
- c. As necessary, prepare term sheet with customary financial information to provider.

Regular Board Meeting**7.H.****Meeting Date:** August 19, 2020**Title:** Part-time non-instructional aide positions to support the Head Start program.**Submitted For:** Natasha Truitt, Human Resources**Submitted By:** Natasha Truitt**Recommended Action:** Approve**HCDE Goal(s):**
1. Impact education/respond to evolving needs
2. Deliver value responsibly
3. Advocate for learners through innovation**Additional Resource Personnel:** Natasha Truitt, Dr. Jesus Amezcua**Facilities/Technology Approval Needed?:** None

Information**Posted Agenda Item:**

Consider approval of 18 part-time aide positions for the Head Start Division to support the program in meeting Child Care Licensing Minimum Standard's health protocols to ensure the health and safety of students and staff during the COVID-19 pandemic. (These positions are funded by a new COVID-19 grant).

Subject:

Part-time non-instructional aide positions to support the Head Start program.

Rationale:

The Head Start division is requesting 18 part-time non-instructional aide positions to support the program in meeting Child Care Licensing Minimum Standard's health protocols to ensure the health and safety of students and staff during the COVID-19 pandemic.

These part-time positions are funded through Health and Human Services COVID-19 grant funding to ensure the program is in compliance with child care licensing standards.

The non-instructional aide positions will be paid in accordance with the 2020-2021 HCDE Salary Schedule.

- Part-time (16 hours per week)
- Rate of pay: \$13.50/hour

Fiscal Impact**Attachments**HS Aide Job Description

Form Review**Inbox**

Human Resources (Originator)
Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Natasha Truitt

Reviewed By

Natasha Truitt
Kendra Jackson
Bill Monroe
Jesus Amezcua

Date

07/24/2020 01:18 PM
07/24/2020 02:59 PM
07/24/2020 03:38 PM
07/28/2020 11:08 AM
Started On: 07/24/2020 01:01 PM

Job Title: Aide (non-instructional)

Wage/Hour Status: Non-exempt

Reports To: Center Manager

Pay Grade: S-1

Division/Campus: Head Start

Date Revised: July 24, 2020

Primary Purpose:

To provide additional support for center-based operations. Duties and tasks based on newly established practices and processes created in response to the COVID-19 pandemic.

Qualifications:

Education/Certification:

- High school diploma or GED certificate

Special Knowledge/Skills:

- Strong written and verbal communication skills
- Ability to interact with diverse populations
- Ability to identify and solve problems
- Ability to work cohesively with center staff
- Ability to effectively assist with a variety of center-based non-instructional tasks

Experience:

- Experience working in childcare settings with children ages 0-5
- Experience working in an Early Head Start or Head Start program preferred

Major Responsibilities and Duties:

1. Model HCDE and Head Start's mission, vision, and values.
2. Comply with all state and federal laws and department and center policies and procedures.
3. Work with interdisciplinary teams to ensure integration and consistent delivery of all Head Start services.
4. Maintain and respect confidentiality of student and staff information.
5. Ensure adequate supervision of students to ensure the health, welfare, and safety of all students.
6. Support center personnel to ensure the safe and efficient operation of the center.
7. Take all necessary and reasonable precautions to protect students, equipment, materials, and facilities.
8. Cooperate with all center and department personnel.
9. Perform other duties as assigned.

Supervisory Responsibility:

None

Equipment Used:

Desktop computer, facsimile machine, scanner, and copy machine

Working Conditions:

- Periods of stressful and challenging interpersonal management
- Continuous interface with personnel and the public
- Lifting, positioning, and transferring students and materials weighing up to 40 pounds
- Possible exposure to bloodborne pathogens

Terms of Employment:

Salary and work year to be established by the HCDE Board of Trustees. This position is part-time and limited to 16 hours per week.

Evaluation:

A performance evaluation will be conducted annually by the Head Start Center Manager

.....
The foregoing statements describe the general purpose and responsibilities assigned to this job and are not an exhaustive list of all responsibilities, working conditions, qualifications and skills that may be required.

Reviewed and agreed to by: _____ Date: _____
(Employee Signature)

Employee Printed Name: _____

Date of last review: July 24, 2020

Regular Board Meeting

11.A.

Meeting Date: August 19, 2020

Title:

Submitted By: Melissa Godbout

Recommended Action: Approve

Additional Resource

Personnel:

HCDE Goal(s):

Facilities/Technology

Approval Needed?:

Information

Posted Agenda Item:

Human Resources Information Items

Subject:

Rationale:

Fiscal Impact

Attachments

HR Information Items

Form Review

Form Started By: Melissa Godbout

Started On: 07/24/2020 05:43 PM

Final Approval Date: 07/24/2020



PERSONNEL INFORMATION ITEMS

RESIGNATIONS:

Name	Division	Position	Status	DOH	Effective
Bray, Ashley	School-Based Therapy Services	P-1 Music Therapist	P	08/09/19	07/31/20
Contreras Isabel	School-Based Therapy Services	S-3 Secretary	P	07/01/14	08/07/20
Flores, Guadalupe	School-Based Therapy Services	P-1 Music Therapist	F	08/17/09	07/31/20
Guerrero, Maria	Adult Education	AE Clerical Aide	P	08/09/12	07/09/20
Johnson, Kim	Head Start	A-1 Assistant Center Manager	F	11/07/16	07/31/20
Livingston, Janie	Adult Education	AE Teacher	P	09/15/17	08/08/20
Martinez, Jeri	Communications & Creative Services	A-3 Communications Coordinator	F	08/27/18	07/10/20
Murray, Arnetta	Academic & Behavior School East	TS Teacher	F	08/11/15	07/09/20
Rayford, Shantel	Academic & Behavior School East	P-2 Counselor	F	08/10/15	07/09/20
Soileau, Tara	Adult Education	AE Teacher	P	09/10/19	04/29/20
Valdez, Jessica	School-Based Therapy Services	S-7 Occupational Therapy Assistant	F	08/09/19	07/31/20
Watson, Anne	School-Based Therapy Services	P-4 Manager	F	08/03/15	07/31/20

TERMINATIONS:

Name	Division	Position	Status	DOH	Effective
Khirieh, Fadi	Business Services	A-3 Staff Accountant	F	10/02/17	07/29/20
Munguia, Doris	Choice Partners	S-4 Food Contract Assistant	F	05/22/07	06/29/20

RETIREMENTS:

Name	Division	Position	Status	DOH	Effective
Berrier, David	Adult Education	AE Program Assistant	P	09/04/02	08/31/20
Harris, Dana	Adult Education	AE Teacher	P	09/03/08	05/22/20

EMPLOYMENT:

Name	Division	Position	Status	Effective	Work Days
Rayson, Michelle	Schools	A-5 Compliance & Tech. Suppt. Off.	P	07/24/20	
Straker, Carmesia	Academic & Behavior School East	S-4 Secretary to Principal	F	07/20/20	240

CHANGE OF STATUS/TRANSFER:

Name	Previous Status	Current Status	Status	Effective	Work Days	Salary Change
<i>Adult Education:</i>						
Jackson-Thompson, Gwen	AE Substitute Teacher	AE Teacher	P	10/01/18		\$3.00/hrly
<i>Center for Safe and Secure Schools:</i>						
Andrews, Julia	A-6 Director	A-7 Director	F	08/01/20	240	\$5,000/yrly
<i>Choice Partners:</i>						
Drury, Jeffrey	A-7 Director	A-8 Senior Director	F	08/01/20	240	\$4,800/yrly
<i>Head Start:</i>						
Araiza, Lucila	I-1 Teaching Assistant, San Jacinto	I-1 Teaching Assistant, Humble	F	07/31/20	190	\$0.00
Blanco, Nicolasa	O-1 Housekeeper	O-1 Custodian	F	07/08/20	190	\$0.00
Boone, Lisa	A-5 Asst. Director of Operations	A-5 Asst. Dir. of Educ. & Operations	F	07/17/20	240	\$0.00
Curtis, Toneshia	I-1 Teaching Assistant, Compton	I-1 Teaching Assistant, Fifth Ward	F	07/31/20	190	\$0.00
De Garza, Petra	O-1 Housekeeper	O-1 Custodian	F	07/08/20	190	\$0.00
Frausto, Randie	O-1 Housekeeper	O-1 Custodian	F	07/08/20	190	\$0.00
Gallegos, Alma	O-1 Housekeeper	O-1 Custodian	F	07/08/20	190	\$0.00
Garcia, Raquel	I-4 Teacher, Sheffield	I-4 Teacher, Pugh	F	06/26/20	210	\$0.00
Jones, Debbie	A-1 Asst. Center Manager, Pugh	A-1 Asst. Center Manager, Channelview	F	06/15/20	230	\$0.00
Martinez, Lisbeth	I-4 Teacher, San Jacinto	I-4 Teacher, Humble	F	07/31/20	210	\$0.00
Martinez, Teresa	O-1 Housekeeper	O-1 Custodian	F	07/08/20	190	\$0.00
Rahman, Gulshan	A-5 Asst. Director of Family Services	A-5 Asst. Director of Compl. & Fam. Svcs	F	07/13/20	240	\$0.00
Reece, Donna	O-1 Housekeeper	O-1 Custodian	F	07/08/20	190	\$0.00
Rice, Ikea	A-3 Compliance Coord., Part-time	A-3 Compliance Coord., Full-time	F	07/22/20	230	\$52,900.00/yrly
Rodriguez, Florencia	O-1 Housekeeper	O-1 Custodian	F	07/08/20	190	\$0.00
Rueda, Leslie	I-1 Teaching Assistant, Sheffield	I-1 Teaching Assistant, Fifth Ward	F	07/31/20	190	\$0.00
Sirias, Daisy	O-1 Housekeeper	O-1 Custodian	F	07/08/20	190	\$0.00

Williams, Darrylyn	O-1 Housekeeper	O-1 Custodian	F	07/08/20	190	\$0.00
Information Technology Services:						
Manning, Charlotte	S-3 Meeting Facilitator	T-1 Help Desk Analyst I	F	07/06/20	240	\$6,936.71/yrly
Records Management:						
Davis, Curtis	A-6 Director	A-7 Director	F	08/01/20	240	\$2,500.00/yrly
School-Based Therapy Services:						
Contreras, Isabel	S-3 Secretary, Full-time	S-3 Secretary, Part-time	P	08/03/20		\$18.75/hrly
Dempsey, Mackenzie	P-3 Physical Therapist, 180-days	P-3 Physical Therapist, 162-days	F	08/03/20	162	-\$5,468.13/yrly
Gault, Traci	P-3 Occupational Therapist, 180-days	P-4 Manager	F	07/20/20	240	\$38,153.63/yrly
Gephart, Kimberly	P-3 Occupational Therapist, 180-days	P-3 Occupational Therapist, 162-days	F	08/03/20	162	-\$5,088.96/yrly
Johnston, Caroline	P-3 Occupational Therapist, Part-time	P-3 Occupational Therapist, 162-days	F	08/10/20	162	\$62,907.84/yrly
MacDonald, Jamie	P-3 Occupational Therapist, Part-time	P-3 Occupational Therapist, 162-days	F	08/10/20	162	\$63,581.76/yrly
McFarland, Laura	P-4 Manager, 200-days	P-4 Manager, 230-days	F	08/03/20	230	\$15,272.68/yrly
Martin, Karen	P-3 Occupational Therapist, Part-time	P-3 Occupational Therapist, 162-days	F	08/10/20	162	\$66,692.16/yrly
Mazy, Shannon	P-3 Occupational Therapist, Part-time	P-3 Occupational Therapist, 162 days	F	08/10/20	162	\$68,480.64/yrly
Minks, Susanne	S-7 Occupational Ther. Asst., 162-days	S-7 Occupational Ther. Asst., 180-days	F	08/10/20	180	\$6,094.22/yrly
Parker, Barbara	P-3 Occupational Therapist, 162-days	P-3 Occupational Therapist, 180-days	F	08/10/20	180	\$8,827.19/yrly
Patel, Phebe	P-3 Occupational Therapist, 162-days	P-3 Occupational Therapist, Part-time	P	08/10/20		\$46.38/hrly
Spillars, Jenna	P-3 Occupational Therapist, 180-days	P-3 Occupational Therapist, 162-days	F	08/10/20	162	-\$5,543.10/yrly
Traynor, Amy	P-3 Occupational Ther., Part-time Ben.	P-3 Occupational Ther., Part-time No Ben.	P	08/10/20		\$2.62/hrly
Trotter, Mary	S-7 Occupational Ther. Asst., Part-time	S-7 Occupational Ther. Asst., 162-days	F	08/10/20	162	\$49,831.20/yrly
Walker, Laken	P-1 Music Therapist, Part-time	P-1 Music Therapist, 180-days	F	08/10/20	180	\$52,977.60/yrly
Wyatt, Stacie	P-3 Occupational Therapist, 180-days	P-3 Occupational Therapist, 162-days	F	08/10/20	162	-\$5,269.41/hrly

ADULT EDUCATION SESSION I (July 2020 – September 2020):

Name	Division	Position	Status	Effective	Session Rate
Barreto de Leija, Ernesto	Adult Education	AE Teacher	P	07/20/20	\$2,160.00
Bolanos, Denesse	Adult Education	AE Teacher	P	07/20/20	\$2,160.00
Caburao, Zsa Zsa	Adult Education	AE Teacher	P	07/20/20	\$2,160.00
Dale, Jameela	Adult Education	AE Teacher	P	07/27/20	\$1,620.00
Duncan, Iola	Adult Education	AE Teacher	P	07/27/20	\$1,620.00
Fuentes, Antonio	Adult Education	AE Teacher	P	07/20/20	\$2,160.00
Garrett, Carmen	Adult Education	AE Teacher	P	07/27/20	\$1,620.00
Greenwald, Adam	Adult Education	AE Teacher	P	07/20/20	\$2,160.00
Gromic, Alla	Adult Education	AE Teacher	P	07/20/20	\$2,160.00
Guzman, Natalia	Adult Education	AE Teacher	P	07/20/20	\$2,160.00
Hunter, Lakisha	Adult Education	AE Teacher	P	07/27/20	\$1,620.00
Hypolite, Kitrin	Adult Education	AE Teacher	P	07/27/20	\$1,620.00
Ledet, Shirley	Adult Education	AE Teacher	P	07/27/20	\$1,620.00
Martinez, Leticia	Adult Education	AE Teacher	P	07/20/20	\$2,160.00
McDonald, Anamilena	Adult Education	AE Teacher	P	07/20/20	\$2,160.00
Nieto, Norma	Adult Education	AE Teacher	P	07/20/20	\$2,160.00
Oneil, Debra	Adult Education	AE Teacher	P	07/27/20	\$1,620.00
Truan, Ismelda	Adult Education	AE Teacher	P	07/20/20	\$27.00/hrly
Vega, Marlene	Adult Education	AE Teacher	P	07/20/20	\$2,160.00
Veronica Gutierrez, Hector	Adult Education	AE Teacher	P	07/20/20	\$2,160.00
Wallin, Laurie	Adult Education	AE Teacher	P	07/27/20	\$1,620.00
Whiting, Cathy	Adult Education	AE Teacher	P	07/27/20	\$1,620.00

PROFESSIONAL DEVELOPMENT STIPEND:

Name	Division	Position	Status	Effective	Hourly Rate
Richards, Lisa	Adult Education	AE Teacher	P	04/04/20	\$20.00/hrly

SUPPLEMENT:

Name	Division	Position	Status	Effective	Hourly Rate
Shanahan, Nicole	Teaching & Learning Center	A-6 Director – Math Curriculum	F	07/02/20	\$60.00/hrly

TECHNOLOGY ALLOWANCE:

Name	Division	Position	Status	Effective	Hourly Rate
Bell, Robert	Information Technology Services	T-3 Infrastructure Analyst -Server Storage	F	03/16/20	\$50.00/mthly
Bernal, Mildred	Head Start	I-1 Teaching Assistant	F	04/01/20	\$50.00/mthly
Dao, Sonho	Information Technology Services	T-3 System Engineer-Hybrid Cloud	F	03/16/20	\$50.00/mthly
De'Avila, Natalia	Head Start	I-1 Teaching Assistant	F	04/06/20	\$50.00/mthly
Graves, Lisa	Head Start	I-4 Teacher	F	04/01/20	\$50.00/mthly
Haughton, Artillia	Center for Safe & Secure Schools	A-3 School Safety Coordinator	F	04/22/20	\$50.00/mthly

Sanchez Ochoa, Richard	Information Technology Services	T-3	Systems Engineer-Data Center	F	03/16/20	\$50.00/mthly
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TRAVEL ALLOWANCE:

Name	Division	Position	Status	Effective	Annual Rate
Amezcuca, Jesus	Business Services	A-10 Assistant Superintendent	F	08/01/20	\$3,847.50/yrly
Bartz, Danielle	Administration	A-9 Chief of Staff	F	08/01/20	\$2,538.00/yrly
Carreon, Joe	Facilities	A-6 Construction Director	F	08/01/20	\$6,750.00/yrly
Clark, Danielle	Communications	A-9 Chief Communications Officer	F	08/01/20	\$2,538.00/yrly
Mays, Anthony	Schools	A-8 Senior Director	F	08/01/20	\$8,100.00/yrly
Mullins, Brenda	Schools	A-7 Director – Curriculum & Compliance	F	08/01/20	\$8,100.00/yrly
Parker, Jonathan	Administration	A-10 Assistant Superintendent	F	08/01/20	\$9,450.00/yrly
Rodgers, CJ	Administration	A-10 Assistant Superintendent	F	08/01/20	\$2,538.00/yrly
Truitt, Natasha	Human Resources	A-9 Executive Director	F	08/01/20	\$3,847.50/yrly
Vela, Richard	Facilities	A-9 Executive Director	F	08/01/20	\$9,450.00/yrly

Employee Count - July 2020

DIVISION	Full-Time								Part-Time								FT/PT
	A	I	O	P	S	T	TS	Total	A	AE	I	O	P	S	TS	Total	Total
Academic & Behavior School East	4	22	1	3	1	0	20	51	0	0	0	0	0	0	2	2	53
Academic & Behavior School West	3	22	0	2	2	0	21	50	0	0	0	0	0	0	0	0	50
Administration	6	0	0	0	4	0	0	10	0	0	0	0	0	0	0	0	10
Adult Education	10	0	1	0	11	0	0	22	1	197	0	1	0	0	0	199	221
Business Services	9	0	0	0	7	0	0	16	0	0	0	0	0	1	0	1	17
Center For Grants Development	5	0	0	0	1	0	0	6	0	0	0	0	0	0	0	0	6
Center Safe & Secure Schools	5	0	0	0	0	0	0	5	0	0	0	0	0	0	0	0	5
Choice Partners	12	0	0	0	4	0	0	16	0	0	0	0	0	0	0	0	16
Client Engagement	3	0	0	0	1	0	0	4	0	0	0	0	0	0	0	0	4
Communications & Creative Services	5	0	0	0	0	2	0	7	0	0	0	0	0	0	0	0	7
Center For Afterschool, Summer & Enrichment	20	0	0	0	4	0	0	24	1	0	0	0	0	4	0	5	29
Educator Certification & Advancement	4	0	0	0	1	0	0	5	0	0	0	0	0	1	0	1	6
Facilities	6	0	40	0	5	0	0	51	0	0	0	0	0	0	0	0	51
Fortis Academy	1	1	0	2	1	0	5	10	0	0	0	0	0	0	0	0	10
Head Start	84	147	28	0	13	0	0	272	2	0	1	0	0	0	0	3	275
Highpoint East	3	4	0	2	3	0	20	32	0	0	1	0	0	0	1	2	34
Human Resources	7	0	0	0	3	0	0	10	0	0	0	0	0	0	0	0	10
Information Technology Services	0	0	0	0	1	21	0	22	0	0	0	0	0	0	0	0	22
Purchasing Support	4	0	0	0	2	0	0	6	0	0	0	0	0	0	0	0	6
Records Management	2	0	7	0	5	0	0	14	0	0	0	0	0	0	0	0	14
Research & Evaluation	7	0	0	0	1	0	0	8	0	0	0	0	0	0	0	0	8
School-Based Therapy Services	1	0	0	86	28	0	0	115	0	0	0	0	37	4	0	41	156
Schools	2	0	1	1	2	0	0	6	1	0	0	0	0	0	8	9	15
Teaching & Learning Center	8	0	0	0	4	0	0	12	0	0	0	0	0	1	0	1	13
Total	211	196	78	96	104	23	66	774	5	197	2	1	37	11	11	264	1,038

A = Administration
 AE = Adult Education
 I = Instructional Support
 O = Operations Support
 P = Professional Support
 S = Administrative Support
 T = Technology
 TS = Teachers

Meeting Date: August 19, 2020

Regular Board Meeting

11.C.

Meeting Date: August 19, 2020

Title:

Submitted By: Melissa Godbout

Recommended Action: Approve

Additional Resource

Personnel:

HCDE Goal(s):

Facilities/Technology

Approval Needed?:

Information

Posted Agenda Item:

Education Foundation of Harris County Periodic Report: Partners in Education Project

Subject:

Rationale:

Fiscal Impact

Attachments

7192

Form Review

Form Started By: Melissa Godbout

Final Approval Date: 08/12/2020

Started On: 08/12/2020 11:31 AM

Partners in Education Grant Awards, Round I				
School District	Project Name	Grade	Students Helped	Category
Aldine	Eliminate the (COVID) Spike at IKE	G9-12	2300	Health
Alief	Alief Education Foundation Clothing Pantry	PK-8	1100	Supplies
Channelview	Keeping Channelview ISD Healthy and In Check	K-12	9,583	Health
Clear Creek	Step Into My World	G6-8	980	Supplies
Crosby	iPads 4 eKids	G5	40	Technology
Galena Park	Technology Exchange Lockers	Pre-K - G5, G9-12	150	Technology
Goose Creek	Masking for our Future	All	24,000	Health
Houston	HISD Art Kit Distribution - Providing Hope & Healing	G3-9	2500	Supplies
Humble	Learning is Personal: Individual Needs; Individual Pathways	G6-8	1,226	Technology
Katy	Inspiring Imagination Teacher Grants - Campus Collaborative	PK-12	15000	Innovation
La Porte	The Dictionary Project	G3-5	1613	Supplies
Pasadena	Help Students Stay Connected During COVID	G5-12	44	Technology
Sheldon	Sheldon OnDemand	K-12	50	Technology
Spring	Mobile WiFi Hot Spots for High School Students	G9-12	63	Technology
Spring Branch	Project School Supplies 2020	K-8	10000	Supplies
Stafford MSD	Drones, Robotics and The Explores' Program	G5-12	75	Technology

Regular Board Meeting

11.D.

Meeting Date: August 19, 2020

Title:

Submitted By: Melissa Godbout

Recommended Action: Approve

Additional Resource

Personnel:

HCDE Goal(s):

Facilities/Technology

Approval Needed?:

Information

Posted Agenda Item:

Update on submission of Truth in Taxation Calculations for 2020 No-New-Revenue Tax Rate (NNR) (.004745) per \$100 assessed property value, and the Voter-Approval Rate (VAR) (0.005135) per \$100 assessed property value.

Subject:

Rationale:

Fiscal Impact

Attachments

7187

Form Review

Form Started By: Melissa Godbout

Final Approval Date: 08/10/2020

Started On: 08/10/2020 11:26 AM

2020 Tax Rate Calculation Worksheet

Date: 08/04/2020 03:08 PM

Taxing Units Other Than School Districts or Water Districts

Harris County Department of Education

713-274-8000

Taxing Unit Name

Phone (area code and number)

1001 Preston, Houston, TX, 77002

www.hctax.net

Taxing Unit Address, City, State, ZIP Code

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller For 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do use this form but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

STEP 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Rate Activity	Amount/Rate
1.	2019 total taxable value. Enter the amount of 2019 taxable value on the 2019 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (will deduct taxes in Line 17).[1]	\$418,477,389,053
2.	2019 tax ceilings. Counties, cities and junior college districts. Enter 2019 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2019 or a prior year for homeowners age 65 or older or disabled, use this step.[2]	\$0
3.	Preliminary 2019 adjusted taxable value. Subtract Line 2 from Line 1.	\$418,477,389,053
4.	2019 total adopted tax rate.	\$.005000
5.	2019 taxable value lost because court appeals of ARB decisions reduced 2019 appraised value.	
	A. Original 2019 ARB values:	\$44,384,846,270
	B. 2019 values resulting from final court decisions:	\$39,976,217,496
	C. 2019 value loss. Subtract B from A.[3]	\$4,408,628,774

Line	No-New-Revenue Rate Activity	Amount/Rate
6.	2019 taxable value subject to an appeal under Chapter 42, as of July 25.	
	A. 2019 ARB certified value:	60,316,170,622
	B. 2019 disputed value:	17,715,117,548
	C. 2019 undisputed value Subtract B from A.[4]	42,601,053,074
7.	2019 Chapter 42-related adjusted values. Add Line 5 and 6	47,009,681,848
8.	2019 taxable value, adjusted for court-ordered reductions. Add Line 3 and Line 7	\$465,487,070,901
9.	2019 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2019. Enter the 2019 value of property in deannexed territory.[5]	\$0
10.	2019 taxable value lost because property first qualified for an exemption in 2020. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2020 does not create a new exemption or reduce taxable value.	
	A. Absolute exemptions. Use 2019 market value:	\$179,141,259
	B. Partial exemptions. 2020 exemption amount or 2020 percentage exemption times 2019 value:	\$685,314,472
	C. Value loss. Add A and B.[6]	\$864,455,731
11.	2019 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2020. Use only properties that qualified in 2020 for the first time; do not use properties that qualified in 2019.	
	A. 2019 market value:	\$33,614,839
	B. 2020 productivity or special appraised value:	\$295,200
	C. Value loss. Subtract B from A.[7]	\$33,319,639
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$897,775,370
13.	Adjusted 2019 taxable value. Subtract Line 12 from Line 8	\$464,589,295,531
14.	Adjusted 2019 total levy. Multiply Line 4 by Line 13 and divide by \$100	\$23,229,464
15.	Taxes refunded for years preceding tax year 2019. Enter the amount of taxes refunded by the district for tax years preceding tax year 2019. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2019. This line applies only to tax years preceding tax year 2019.[8]	\$431,631
16.	Taxes in tax increment financing (TIF) for tax year 2019 Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2020 captured appraised value in Line 18D, enter 0.[9]	\$0
17.	Adjusted 2019 levy with refunds and TIF adjustment. Add Lines 14, and 15, subtract Line 16.[10]	\$23,661,095
18.	Total 2020 taxable value on the 2020 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled.[11]	
	A. Certified values:	\$0
	B. Counties: Include railroad rolling stock values certified by the Comptroller's office.	\$0
	C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property	\$0
	D. Tax increment financing: Deduct the 2020 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the	\$0
		677

Line	No-New-Revenue Rate Activity	Amount/Rate
	2020 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below.[12]	
	E. Total 2020 value Add A and B, then subtract C and D	\$0
19.	Total value of properties under protest or not included on certified appraisal roll.[13]	
	A. 2020 taxable value of properties under protest The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest.[14]	\$118,420,401,768
	B. 2020 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll.[15]	\$392,595,710,238
	C. Total value under protest or not certified. Add A and B.	\$511,016,112,006
20.	2020 tax ceilings. Counties, cities and junior colleges enter 2020 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2019 or a prior year for homeowners age 65 or older or disabled, use this step.[16]	\$0
21.	2020 total taxable value. Add Lines 18E and 19C. Subtract Line 20C.[17]	\$511,016,112,006
22.	Total 2020 taxable value of properties in territory annexed after Jan. 1, 2019. Include both real and personal property. Enter the 2020 value of property in territory annexed.[18]	\$1,000
23.	Total 2020 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2019. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2019 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2020.[19]	\$12,436,602,467
24.	Total adjustments to the 2020 taxable value. Add Lines 22 and 23.	\$12,436,603,467
25.	Adjusted 2020 taxable value. Subtract Line 24 from Line 21.	\$498,579,508,539
26.	2020 NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100.[20]	\$.004745 /\$100
27.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the 2020 county NNR tax rate.[21]	

[1]Tex. Tax Code Section

[2]Tex. Tax Code Section

[3]Tex. Tax Code Section

[4]Tex. Tax Code Section

[5]Tex. Tax Code Section

[6]Tex. Tax Code Section

[7]Tex. Tax Code Section

[8]Tex. Tax Code Section

[9]Tex. Tax Code Section

[10]Tex. Tax Code Section

[11]Tex. Tax Code Section

[12]Tex. Tax Code Section

[13]Tex. Tax Code Section

[14]Tex. Tax Code Section

[15]Tex. Tax Code Section

[16]Tex. Tax Code Section

[17]Tex. Tax Code Section

[18]Tex. Tax Code Section

[19]Tex. Tax Code Section

[20]Tex. Tax Code Section

[21]Tex. Tax Code Section

STEP 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

1. Maintenance and Operations (M&O) Tax Rate: The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.

2. Debt Rate: The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter Approval Tax Rate Activity	Amount/Rate
28.	2019 M&O tax rate. Enter the 2019 M&O tax rate.	\$.005000
29.	2019 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	465,487,070,901
30.	Total 2019 M&O levy. Multiply Line 28 by Line 29 and divide by 100.	23,274,353
31.	Adjusted 2019 levy for calculating NNR M&O rate.	
	A. 2019 sales tax specifically to reduce property taxes. For cities, counties and hospital districts, enter the amount of additional sales tax collected and spent on M&O expenses in 2019, if any. Other taxing units, enter 0. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent.	0
	B. M&O taxes refunded for years preceding tax year 2019. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2019. This line applies only to tax years preceding tax year 2019.	431,631
	C. 2019 taxes in TIF: Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2020 captured appraised value in Line 18D, enter 0.	0
	D. 2019 transferred function: If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in E below. The taxing unit receiving the function will add this amount in E below. Other taxing units enter 0.	0
	E. 2019 M&O levy adjustments. Add A and B, then subtract C. For taxing unit with D, subtract if discontinuing function and add if receiving function	431,631
	F. Add Line 30 to 31E.	23,705,984
32.	Adjusted 2020 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	498,579,508,539
33.	2020 NNR M&O rate (unadjusted) Divide Line 31F by Line 32 and multiply by \$100.	0.004755
34.	Rate adjustment for state criminal justice mandate. [23]	
	A. 2020 state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose.	0
	B. 2019 state criminal justice mandate Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies	0
		679

Line	Voter Approval Tax Rate Activity	Amount/Rate
	C. Subtract B from A and divide by Line 32 and multiply by \$100	0.000000
	D. Enter the rate calculated in C. If not applicable, enter 0.	0.000000
35.	Rate adjustment for indigent health care expenditures [24]	
	A. 2020 indigent health care expenditures Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state assistance received for the same purpose	0
	B. 2019 indigent health care expenditures Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2018 and ending on June 30, 2019, less any state assistance received for the same purpose	0
	C. Subtract B from A and divide by Line 32 and multiply by \$100	0.000000
	D. Enter the rate calculated in C. If not applicable, enter 0.	0.000000
36.	Rate adjustment for county indigent defense compensation. [25]	
	A. 2020 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state grants received by the county for the same purpose	0
	B. 2019 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2018 and ending on June 30, 2019, less any state grants received by the county for the same purpose	0
	C. Subtract B from A and divide by Line 32 and multiply by \$100	0.000000
	D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100.	0.000000
	E. Enter the lessor of C and D. If not applicable, enter 0.	0.000000
37.	Rate adjustment for county hospital expenditures.	
	A. 2020 eligible county hospital expenditures Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2019 and ending on June 30, 2020	0
	B. 2019 eligible county hospital expenditures Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2018 and ending on June 30, 2019	0
	C. Subtract B from A and divide by Line 32 and multiply by \$100	0.000000
	D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100	0.000000
	E. Enter the lessor of C and D, if applicable. If not applicable, enter 0.	0.000000
38.	Adjusted 2020 NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E.	0.004755
39.	2020 voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit If the taxing unit qualifies as a special taxing unit, multiply Line 38 by 1.08 -or- Other Taxing Unit If the taxing unit does not qualify as a special taxing unit, multiply Line 38 by 1.035. -or- Taxing unit affected by disaster declaration If the taxing unit is located in an area declared as disaster area, the governing body may direct the person calculating the voter-approval rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval rate in this manner until the earlier of 1) the second year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, and 2) the third tax year after the tax year in which the disaster occurred. If the taxing unit qualifies under this scenario, multiply Line 38 by 1.08. [27]	0.005135

Line	Voter Approval Tax Rate Activity	Amount/Rate
40.	Total 2020 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses.	
	A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. Enter debt amount	0
	B. Subtract unencumbered fund amount used to reduce total debt.	0
	C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none)	0
	D. Subtract amount paid from other resources	0
	E. Adjusted debt Subtract B, C and D from A	0
41.	Certified 2019 excess debt collections Enter the amount certified by the collector.	0
42.	Adjusted 2020 debt Subtract Line 41 from Line 40E	0
43.	2020 anticipated collection rate.	
	A. Enter the 2020 anticipated collection rate certified by the collector	98.27
	B. Enter the 2019 actual collection rate	98.27
	C. Enter the 2018 actual collection rate	99.06
	D. Enter the 2017 actual collection rate	98.98
	E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%.	98.27
44.	2020 debt adjusted for collections. Divide Line 42 by Line 43E.	0
45.	2020 total taxable value. Enter the amount on Line 21 of the No-New-Revenue Tax Rate Worksheet.	511,016,112,006
46.	2020 debt rate Divide Line 44 by Line 45 and multiply by \$100.	0.000000
47.	2020 voter-approval tax rate. Add Line 39 and 46.	0.005135
48.	COUNTIES ONLY. Add together the voter-approval tax rate for each type of tax the county levies. The total is the 2020 county voter-approval tax rate.	
STEP 3 NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales tAx to Reduce Property Taxes		

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
49.	Taxable sales. For taxing units that adopted the sales tax in November 2019 or May 2020, enter the Comptroller's estimate of taxable sales for the previous four quarters [32]. Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2019, skip this line.	0
50.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue.[33] Taxing units that adopted the sales tax in November 2019 or in May 2020. Multiply the amount on Line 49 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95 [34] -or- Taxing units that adopted the sales tax before November 2019. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	681

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	2020 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	511,016,112,006
52.	Sales tax adjustment rate. Divide Line 50 by Line 51 and multiply by \$100.	0.000000
53.	2020 NNR tax rate, unadjusted for sales tax [35]. Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$.004745
54.	2020 NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2019 or in May 2020. Subtract Line 52 from Line 53. Skip to Line 55 if you adopted the additional sales tax before November 2019.	\$.004745
55.	2020 voter-approval tax rate, unadjusted for sales tax. [36] Enter the rate from Line 47 or Line 48 as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i>	0.005135
56.	2020 voter-approval tax rate, adjusted for sales tax. Subtract Line 52 from Line 55.	0.005135

[37]Tex. Tax Code Section [38]Tex. Tax Code Section

STEP 4: Additional Rollback Protection for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O Funds to pay for a facility, device or method for the control of air, water or land pollution.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Activity	Amount/Rate
57.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ [37]. The taxing unit shall provide its tax assessor-collector with a copy of the letter.[38]	\$0
58.	2020 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$511,016,112,006
59.	Additional rate for pollution control. Divide Line 57 by Line 58 and multiply by \$100.	0.000000
60.	2020 voter-approval tax rate, adjusted for pollution control. Add Line 59 to one of the following lines (as applicable): Line 47, Line 48 (counties) or Line 56 (taxing units with the additional sales tax).	0.005135

[37]Tex. Tax Code Section

[38]Tex. Tax Code Section

STEP 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate before the unused increment rate for the prior three years [39]. In a year where a special taxing unit adopts a rate above the voter-approval tax rate by applying any portion of the unused increment rate, the unused increment rate for that year would be zero.

For each tax year before 2020, the difference between the adopted tax rate and voter-approval rate is considered zero, therefore the unused increment rate for 2020 is zero.[40]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [41]

Line	Activity	Amount/Rate
61.	2019 unused increment rate. Subtract the 2019 actual tax rate and the 2019 unused increment rate from the 2019 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	0.000000
62.	2018 unused increment rate. Subtract the 2018 actual tax rate and the 2018 unused increment rate from the 2018 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	0.000000
63.	2017 unused increment rate. Subtract the 2017 actual tax rate and the 2017 unused increment rate from the 2017 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	0.000000
64.	2020 unused increment rate. Add Lines 61, 62 and 63.	0.000000
65.	2020 voter-approval tax rate, adjusted for unused increment rate. Add Line 64 to one of the following lines (as applicable): Line 47, Line 48 (counties), Line 56 (taxing units with the additional sales tax) or Line 60 (taxing units with pollution control).	

STEP 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.[42]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [43]

Line	Activity	Amount/Rate
66.	Adjusted 2020 NNR M&O tax rate. Enter the rate from Line 38 of the <i>Voter-Approval Tax Rate Worksheet</i>	0.000000
67.	2020 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i>	0
68.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 67 and multiply by \$100.	0.000000
69.	2020 debt rate Enter the rate from Line 46 of the <i>Voter- Approval Tax Rate Worksheet</i>	0.000000
70.	De minimis rate Add Lines 66, 68 and 69.	0.000000

STEP 7: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate	0.004745
Voter-Approval Tax Rate	0.005135
De minimis rate	0.000000

STEP 8: Taxing Unit Representative Name and Signature

print here Ann Harris Bennett
Printed Name of Taxing Unit Representative

sign here Ann Harris Bennett
Taxing Unit Representative

08/04/2020
Date

Regular Board Meeting

11.E.

Meeting Date: August 19, 2020

Title: Cooperative fees report for FY 2019-2020

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
HGACBUY purchasing cooperative	\$600.00	Vehicle Purchase fee (1)

This is a presentation only; no action is necessary.

(1) Lake Country Chevrolet two (2) 2020 Chevrolet Suburban purchased

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.

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This is a presentation only, no action is necessary.

(1) Lake Country Chevrolet two (2) 2020 Chevrolet Suburban purchased

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
HGACBUY purchasing cooperative	\$600.00	Vehicle Purchase fee (1)

This is a presentation only, no action is necessary.

(1) Lake Country Chevrolet two (2) 2020 Chevrolet Suburban purchased

Attachments

No file(s) attached.

Form Review

Inbox

Purchasing

Form Started By: Yaritza Roman

Final Approval Date: 07/27/2020

Reviewed By

Bill Monroe

Date

07/27/2020 05:17 PM

Started On: 07/09/2020 10:53 AM

Regular Board Meeting**11.F.**

Meeting Date: August 19, 2020
Title: Education Foundation of Harris County grant award
Submitted For: Bill Monroe, Purchasing **Submitted By:** Kendra Jackson
Additional Resource: Danielle Bartz, Lisa Caruthers, Dr.
Personnel: Jesus Amezcua, Bill Monroe,
Kendra Jackson

Information**Posted Agenda Item:**

Acceptance of grant award from Education Foundation of Harris County for CASE for Kids to implement the All-Earth Ecobot Challenge in the amount of \$5,000.00.

Subject:

Education Foundation of Harris County grant award

Rationale:

The grant will support Ecobot Challenge camp activities.

Attachments

7155

Form Review**Inbox**

Purchasing

Form Started By: Kendra Jackson

Final Approval Date: 07/24/2020

Reviewed By

Bill Monroe

Date

07/24/2020 11:47 PM

Started On: 07/24/2020 10:28 PM



AGREEMENT

Date: June 3, 2020

To: James Colbert, Jr., County School Superintendent, HCDE
Dr. Lisa Caruthers, Director, HCDE CASE for Kids

From: James Edgar, EFHC Board Chair

Re: Agreement between EFHC and HCDE CASE for Kids

Education Foundation of Harris County (EFHC) is pleased to provide grant funds totaling \$5,000.00 to Harris County Department of Education's (HCDE) CASE for Kids to implement the *All-Earth Ecobot Challenge*.

No administrative fees will be retained by EFHC.

The Brown Foundation grant for \$5,000 will support Ecobot Challenge camp activities in summer 2020. HCDE CASE for Kids will submit a project-end report to the Education Foundation of Harris County by August 31, 2020.

Signed:

James Edgar

James Edgar (Jun 3, 2020 13:17 CDT)

EFHC

James Edgar, President

James Colbert

James Colbert (Jun 3, 2020 13:59 CDT)

HCDE

James Colbert, Jr., County School
Superintendent

Regular Board Meeting**11.G.**

Meeting Date: August 19, 2020
Title: Grant Submission
Submitted For: Gayla Rawlinson, Center for Grants Development
Submitted By: Illiana Gonzalez
Additional Resource Personnel:

Information**Posted Agenda Item:**

Submission of grant proposal to Texas Education Agency in the amount of \$1.5 million to support CASE for Kids' 21st Century Community Learning Centers Cycle 10 Year 3 continuation application. Requested funds will provide academic and enrichment services for 975 students and 400 family members.

Subject:

Grant proposal; CASE for Kids; Texas Education Agency

Rationale:

Center for Grants Development assisted CASE for Kids with its Texas Education Agency 21st Century Community Learning Centers Cycle 10 continuation application in the amount of \$1.5 million. Services focus on academics, behavior, graduation rates and social-emotional learning for low-income students at 10 centers in school districts and charters.

Attachments

No file(s) attached.

Form Review

Form Started By: Illiana Gonzalez
Final Approval Date: 07/29/2020

Started On: 07/27/2020 06:07 PM

Regular Board Meeting**11.H.**

Meeting Date: August 19, 2020
Title: Grant Submission
Submitted For: Gayla Rawlinson, Center for Grants Development
Submitted By: Illiana Gonzalez
Additional Resource Personnel: Dr. Lisa Caruthers and Danielle Bartz

Information**Posted Agenda Item:**

Submission of grant proposal to Texas Education Agency in the amount of \$1.8 million to support CASE for Kids' 21st Century Community Learning Centers Cycle 9 Year 5 continuation application. Requested funds will provide academic and enrichment services for 820 students and 400 family members.

Subject:

Grant proposal; CASE for Kids; Texas Education Agency

Rationale:

Center for Grants Development assisted CASE for Kids with its Texas Education Agency 21st Century Community Learning Centers Cycle 9 continuation application in the amount of \$1.8 million. Services focus on academics, behavior, grade-level promotion and graduation rates for low-income students at 10 centers in school districts and charters.

Attachments

No file(s) attached.

Form Review

Form Started By: Illiana Gonzalez
Final Approval Date: 07/29/2020

Started On: 07/27/2020 06:11 PM

Regular Board Meeting**11.I.**

Meeting Date: August 19, 2020
Title: Grant Submission
Submitted For: Gayla Rawlinson, Center for Grants Development
Submitted By: Illiana Gonzalez
Additional Resource Personnel: Dr. Lisa Caruthers and Danielle Bartz

Information**Posted Agenda Item:**

Submission of grant proposal in the amount of \$5,000 to the Elkins Foundation via the Education Foundation of Harris County to support CASE for Kids' CASE Debates project, which provides competitive debate opportunities for 300 high school students in the Harris County area.

Subject:

Grant proposal; CASE for Kids; Elkins Foundation; Education Foundation of Harris County

Rationale:

Center for Grants Development assisted CASE for Kids in submitting an application to the Elkins Foundation for \$5,000 to support CASE Debates. The project hosts debate training and tournaments to give high school students an opportunity to learn important skills such as research, public speaking, argumentation, writing and team work.

Attachments

No file(s) attached.

Form Review

Form Started By: Illiana Gonzalez
Final Approval Date: 07/29/2020

Started On: 07/27/2020 06:14 PM