#### 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 **16th day of November 2022 at 1:00 p.m.** for the Board to conduct the business of that meeting. The meeting will be held in the Board Room of the Administration Building, 6300 Irvington Boulevard, Houston Texas. Such a meeting is a **REGULAR BOARD MEETING**.

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

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

Therefore, if, during the course of the meeting on agenda items covered by this Notice, the Board should determine that a closed or executive meeting or session of the Board should be held or is required in relation to any item included in this notice, then such closed or executive meeting or session as authorized by Section 551.001 et seq. of the Texas Government Code (the Open Meetings Act) will be held by the Board at the date, hour, and place given in this notice or as soon after the commencement of the meeting 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



A Regular Meeting of the Board of Trustees of Harris County Department of Education will be held November 16, 2022, beginning at 1:00 p.m.

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

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

- 1. Invocation Dr. Akua Obeng, Research and Evaluation Institute
- 2. Pledge of Allegiance to the US flag Gil Gaona, Center for Safe and Secure Schools
- 3. **Pledge of Allegiance to the Texas flag -** Gil Gaona, Center for Safe and Secure Schools
- 4. **Open Forum** Gov't Code 551.003 (5) Public Participation. Pursuant to Policy BED (Local), a citizen who wishes to speak may do so by completing a participation request card available at the Board room at least 10 minutes prior to a regular Board meeting.

#### 5. **REPORTS AND PRESENTATIONS**

- A. Employee of the Month Natasha Truitt, Executive Director of Human Resources
- B. Superintendent Monthly Report James Colbert, Jr.
- C. Annual Division Update Yolanda Pyrtle, Manager of the Research and Evaluation Institute 7
- D. Annual Division Update Julia Andrews, Director of the Center for Safe and Secure Schools 20
- E. **Other reports from Board members** concerning attendance or participation in a board or HCDE-related conference, event, activity, or committee; accolades for an HCDE staff member or other deserving person.
- F. Report of Board Committees Committee Chairs
- G. Monthly Financial Reports through 10/31/2022 Dr. Jesus Amezcua, Assistant 34 Superintendent for Business Services

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6.	ACTION ITEMS - CONSENSUS	36
1	. Approval of the proposed Annual Budget Calendar for FY 2023-2024	37
2	. Disbursement Report	39
3	. Budget Amendment Report	41
4	. Monthly Investment Report for October 2022	43
В.	Consider approval of the following Board Meeting Minutes:	
1	. 10/19/2022 Board Meeting Minutes	45
C.	Consider acceptance/approval of the following grant awards:	
1	Acceptance of grant award from the Education Foundation of Harris County for CASE for Kids to implement the All-Earth Ecobot Challenge from CenterPoint Energy in the amount of \$5,000.	55
D.	Consider ratification/approval of the following grant proposals:	
1	. Approval to submit an application to request a Low-Cost Extension for the Coolwood Head Start Construction Grant (06TD000179) to the U.S. Department of Health and Human Services (HHS), Office of Head Start (OHS).	57
2	Approval to request a waiver of the 15% administrative cost limitations for Head Start grant number 06CH011535 for the 01/01/2023 to 12/31/2023 budget period to the Department of Health and Human Services (HHS) Administration for Children and Families (ACF), Office of Head Start (OHS), in accordance with the Head Start Program Performance Standard 1303.5(2)(b) Limitations on development and administrative cost (2)(b)(1).	59
3	Approval to submit a request to consolidate HCDE Head Start Grants 06CH011535 and 06HP000311 into a single grant to the Department of Health and Human Services (HHS) Administration for Children and Families (ACF), Office of Head Start (OHS) for the 01/01/2023 through 12/31/2023 budget period.	61
4	. Approval to submit an American Rescue Funds Budget Revision Request, in the amount of \$393,594, to the Department of Health and Human Services (HHS) to move funds from operations to equipment for Head Start fencing projects.	62
E.	Consider ratification/approval of the following Interlocal Contracts:	
1	. Ratification of Interlocal (revenue) contract for FY 2023 in the aggregate amount of \$393,300 with Highpoint School East with the following districts: Aldine ISD for twenty (20) in-county annual contracts in the amount of \$207,000 (\$10,350 each); Goose Creek CISD for eighteen (18) in-county annual contracts in the amount of \$186,300 (\$10,350 each) for the period of 08/22/2022 through 06/05/2023.	64

- 2. Ratification of Interlocal (revenue) contracts for FY 2023 in the aggregate amount of \$158,275 with Academic and Behavior School West with the following districts: Amendment to the annual contract with Angleton ISD to increase the units from one (1) to two (2) annual contracts and to increase the aggregate amount from \$25,050 to \$50,100 (an out-of-county increase of \$25,050 each); Amendment to the annual contract with Waller ISD to increase the units from three (3) to four (4) annual contracts and to increase the aggregate amount from \$64,905 to \$86,540 (an in-county increase of \$21,635 each); Harmony Public Schools for one (1) in-county annual contract in the amount of \$21,635 (\$21,635 each) for the contract period of 08/22/2022 through 06/05/2023.
- Ratification of Interlocal (revenue) contract for FY 2023 in the aggregate amount of \$62,500 with Fortis Academy with the following districts: Aldine ISD for seven (7) in-county annual contracts in the amount of \$43,750 (\$6,250 each); Galena Park ISD for three (3) in-county annual contracts in the amount of \$18,750 (\$6,250 each) for the contract period of 08/22/2022 through 06/05/2023.
- 4. Ratification of Interlocal (revenue) contract for FY 2023 for Therapy Services in the aggregate amount of \$29,380 with School-Based Therapy Services and the following entity: YES Prep Public Schools (41 students served in FY22) in the amount of \$29,380. 99
- 5. Ratification of Interlocal (expenditure) contract for FY 2023 CASE for Kids Project CASE Debates in the aggregate amount of \$32,000 with the following entities: Harmony Public Schools in the amount of \$4,000; Spring ISD in the amount of \$8,000; Spring Branch ISD in the amount of \$8,000; Yes Public Schools-Yes Prep North Central in the amount of \$4,000; Yes Public Schools-Yes Prep Southeast in the amount of \$4,000; Yes Public Schools-Yes Prep Brays Oaks in the amount of \$4,000 (a maximum of 192 students served).
- Ratification of amended Interlocal (expenditure) contract for FY 2022 CASE for Kids Nita M. Lowey 21st Century Community Learning Center(s) Cycle 11, Year 1 grant, in the aggregate amount of \$105,400 with the following district: Galena Park ISD in the amount of \$105,400 (220 students served).
- F. <u>Consider ratification/approval of the following items for the HCDE Choice Partners</u> <u>Cooperative:</u>
  - Approval of the Contract Award for Choice Partners job no. 23/004LS for Technology Products and Other Related Services for Food Service with the following vendors: Automated Financial Systems (Robert Beyer Enterprises LLC (23/004LS-01); Descon Signage Solutions (Young & Kenady, Inc.) (23/004LS-02); EMS LINQ, LLC (23/004LS-03); Harris School Solution, a division of N. Harris Computer Corporation (23/004LS-04); Health-e Pro (Water Walkers, Inc.) (23/004LS-05); Global Payments Inc. dba Heartland Payment Systems, LLC (23/004LS-06); Foodworks Technologies, LLC dba MenuLogic K12 (23/004LS-07); PCS Revenue Control Systems, Inc. (23/004LS-08); PrimeroEdge (Cybersoft Technologies, Inc.) (23/004LS-09); TabletKiosk (Sand Dune Ventures, Inc.) (23/004LS-10); TekVisions, Inc. (23/004LS-11); for the period of 11/17/2022 through 11/16/2023.
  - Approval of HCDE Interlocal Agreements with: Collaborative for Higher Education Shared Services (CHESS), Santa Fe, New Mexico; The Conquerors Place, Inc., Houston, Texas; IDEA Louisiana, Baton Rouge, Louisiana; Mission Consolidated ISD, Mission, Texas; and Rusk ISD, Rusk, Texas.
- G. <u>Consider ratification/approval of the following items for Internal Purchasing:</u>

	1.	Approval of Contract Award for RFQ job no. 23/009YR for Bond Underwriting Services for Harris County Department of Education to the firm demonstrating the highest competence and qualifications and meeting the specifications outlined in the RFQ: RBC Capital Markets, LLC for the period of 11/16/2022 through 11/15/2023.	273
7.		ACTION ITEMS - NON-CONSENSUS	292
	1.	Approval of project delivery/contract method of job order contracting for perimeter fencing project and JOC contract with Dura Pier Facilities Services, Ltd. dba Facilities Sources (Choice Partners Contract 21/039MR-05) in the amount of \$276,419 for the Channelview and Sheffield Head Start campuses. The purchases will be made using federal funds.	293
	2.	Approval of HCDE Early Head Start Child Care Partnerships (EHS-CCP) contract in amount of \$141,000 with VNK LLC dba Pasadena Learning Center (RFP 22/057YR). The contract will be valid 11/17/2022 through 08/31/2023. (Fully funded by the Head Start/Early Head Start grants.)	306
	3.	Consider award of CSP 22/058YR for the Humble Early Head Start Site Work and Utilities Project to Dura Pier Facilities Services, Ltd. dba Facilities Sources, not to exceed the amount of \$786,000, and delegate authority to HCDE Superintendent or his designee to negotiate, finalize, and execute a construction contract with Dura Pier dba Facilities Sources. The purchase will be made using federal funds.	319
	4.	Approval of services agreement with 4 Ever Clever Learning, LLC dba Sylvan Learning in the amount not to exceed \$159,919 (RFP 23/003EJ) for Adult Education for the period of 11/17/2022 through 6/30/2023. The purchase will be made using federal funds.	352
	5.	Ratification of interlocal agreement for FY 2023 in the aggregate amount of \$250,000 with Houston ISD-Nutrition Services to provide breakfast and lunch for ABS East and ABS West for the period of 08/22/2022 through 08/21/2023. (A budget amendment to increase revenues and expenditures is included in the agenda.)	375
	6.	Approval of 3.0 full-time equivalent (FTE) positions for the Center for Safe and Secure Schools for the 2022-2023 school year to meet the demands of district partners. (A budget amendment to increase revenues and expenditures is included in the agenda.)	389
8.		<b>EXECUTIVE SESSION</b> 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.	<b>Deliberate</b> the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of HCDE employees.	
	В.	<b>Deliberate</b> the purchase, exchange, sale and/or value of real propert(ies) and obtain legal advice regarding the same.	

- C. **Obtain legal advice** regarding Change Order to contract with Paradigm Construction, LLC for Adult Education Project.
- 9. **RECONVENE** for possible action on items discussed in executive session

- A. **Consider approval of Change Order** to contract with Paradigm Construction, LLC for Adult Education Project and delegate authority to the Superintendent or his designee to negotiate, finalize, and execute Change Order.
- 10. Discussion and possible action regarding future agenda items

11.		INFORMATION ITEMS	390
	A.	Human Resources	
	1.	Personnel	391
	2.	Employee Count	393
	В.	<b>Submission of grant proposal to the U.S. Department of Labor in the amount of</b> <b>\$1,991,803</b> for Adult Education (AE) division to implement the AE Growth Opportunities Program (AE-GOP), which will serve 70 participants.	394
	C.	Vendor Konnecting the Dots Developmental Institute was awarded at the 10/19/2022	005

- 395 Board meeting under job no. 23/002DR for Mental Wellness Services for Harris County Department of Education. The vendor's name appeared on the agenda item as Konnecting the Dots which was incorrect. The correct name is Konnecting the Dots Developmental Institute.
- 12. **ADJOURN** Next regular meeting is scheduled for Wednesday, December 14, 2022, at 1:00 p.m.

James Colbert, Jr. County School Superintendent

# **Reports and Presentations**



# Research & Evaluation Institute

Data Analyst/Research Manager | Yolanda Pyrtle| November 2022



HARRIS COUNTY DEPARTMENT OF EDUCATION

# Who We Are





#### HARRIS COUNTY DEPARTMENT OF EDUCATION

# Why We Exist



- **REI** supports HCDE's mission and its divisions in making decisions by providing relevant, timely and efficient data and information.
- REI strives to stay up to date on relevant information in and around Harris County to advise HCDE and its divisions.



Collaborations 

### What We Do

- Accountability
  - **21 divisions/programs** •
  - Service delivery
  - **Client satisfaction**
  - Outcomes
  - **Financial effectiveness**

#### **Other Projects** $\bullet$

- Dashboards
- **One-pagers**  ${\color{black}\bullet}$





# What We Produced



#### **State of Texas Education Dashboard Upgrade**

- Texas Schools District
- Texas Schools Accountability Ratings
- Texas Superintendents
- Texas Educators
- Texas Students



Welcome to the State of Texas Education Dashboard! This dashboard was created to share information about Texas Public School Districts, Superintendents, Educators, and Students.

Data in this dashboard was compiled from data released by the Texas Education Agency (TEA).





Texas





Texas Public School Districts

Accountability Ratings

Texas Superintendents Educators

Texas Students

### What We Produced

HARRIS COUNTY DEPARTMENT OF EDUCATION





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# What We Produced



#### **Data One-pagers**

- Special Education within Houston ISD
- State of Speech-Language Pathology in Education
- One-Pagers with Recommendations for Divisions
  - Schools Annual Update
  - CSSS Reunification Event
  - CES Innovator's Mindset Event



# Special Schools Dashboard



Dunif	ed Insights						? (VP)
Dashboards	Essentials Overview						
<b>₫</b> →	Performance Indicators						
Utility Apps	Performance Indicators         Filter Data         Filter Data	of Education 🙁 Clear All Filter	ſS				
	Where are our students located?		•••	Demographic Informati	ion		••
	A geospatial view of student residence concentration	within the district.	75A-778A	TOTAL <u>363</u> BLACK OR AFRICAN AMERICAN 154 MULTI Z	FEMALE 89 WHITE 51 SPED 1	MALE 274  8	ASIAN 4 HISPANIC/LATINO 139
	Last 30 Days Attendance	Year-to-date Attendance		Chronic Absenteeism		Absent Yesterday	<i>i</i>
	<u>96.95%</u>	<u>96.75%</u>		<u>1.12%</u>		<u>0</u>	

#### HARRIS COUNTY DEPARTMENT OF EDUCATION

### **Internal Accountability**



#### Head Start







### Head Start





#### HARRIS COUNTY DEPARTMENT OF EDUCATION

#### HARRIS COUNTY DEPARTMENT OF EDUCATION





### **CASE for Kids**





53 54 55 55 50

**Comprehensive Afterschool Program** 

CASE for Kids

5964

Total Number Month

Service Name
Select all
Direct Students---CAP (CYCLE 10)

Direct Students---CAP (CYCLE 11)

Teachers Educators--CAP (CYCLE 10)

Teachers Educators--CAP (CYCLE 11)

1065

Total Numbe

Entity Type

Harris County ISDs In County Charter Sci Other educational entit
Other entities
Out of County ISDs and
Private non-profits

Direct Students--CAP (PARTNER)



ASE for Kids	Commu	Community Based Projects			
11K	C Childy Type Child Studiess-Community-Saved Projects © Support Clients-Community-Saved Projects	ommunity Based Projects			
Total Number					
~		10.75			
tity Type Governmental entities Other educational entities Other entities Private non-profits					
		August			



### **REI Goals**

- We want to increase our communication to HCDE and its Divisions on why we exist.
  - Provide relevant, timely and efficient data and information.
  - Stay up to date on relevant information in and around Harris County.
- We wish to support Divisions more effectively.
  - Produce assets that can aid in Divisions' decision-making process. (Texas Education Dashboard, data-one pagers, etc.)
- We want to increase our methodologies beyond surveys to give decisionmakers more compelling data.
  - Focus Groups, interviews, observations

### **Contact Information**

Yolanda Pyrtle, Data Analyst/Research Manager Research and Evaluation Institute Email: ypyrtle@hcde-texas.org Phone: (713) 696-8297



#### **Board Presentation** The Center for Safe and Secure Schools

#### **SEE THE IMPACT**



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### Who We Are



Dr. Julia Y. Andrews Director



#### Janice Owolabi School Safety Specialist



Sasha Blake School Culture and Climate Specialist



#### Gil Gaona

Administrative Assistant



### Who We Are

The Center for Safe and Secure Schools was established in 1999 at the request of school superintendents to advance safe and secure environments for learning and teaching. The Center seeks new and innovative opportunities to continue to build safer and more secure learning environments.





#### **Services Available**

# State-mandated facility safety and security audits

Ongoing opportunities for training in a variety of topics such as "threat assessment" and "Intruderology" (active-shooter)

Restorative Practices Training/Emotional Safety Trauma and Resilience Training/Youth Mental Health First Aid Training



# **Highlight Video**

**Operation SRM-REx - Reunification Exercise** 

#### **REUNIFICATION TRAINING**

HCDE'S CENTER FOR SAFE AND SECURE SCHOOLS HELD A TWO-DAY TRAINING FOR EDUCATORS, ADMINISTRATORS AND LAW ENFORCEMENT.

I 0 02071:55

Scroll for details

-0 🖽 🐖 🛟

<u>938) Operation SRM-REx - Reunification Exercise - YouTube</u>



#### **25 District Memberships**

### 24 IN-COUNTY 5 OUT-OF-COUNTY



# **Training Topics**

Basic ICS for Campus Administrators	Lunch n' Learn – Relationships and Connecting
Basic NIMS for Administrators	Mindfulness for Educators
Connections Before Content	Resilience for Educators 2.0
Emergency Operations	Restorative Practices
Enhancing Resiliency: Responding through Triggers	Safety Leadership Cohort Series
Reunification	Threat Assessment



### **Educators Served / Professional Development**





#### **Collaborative Partners**





### **Trends and Challenges**



Expanding our offerings through various media platforms such as webinars





### **Client Satisfaction**

# 99.1%

of professional development survey participants and client satisfaction survey participants were satisfied with services received.





### Goals

- Increase the visibility of CSSS on a local, state, and national level.
- Supply training and services for all educators highlighting best practices with emotional safety as well as physical safety.





### Goals

- Build, maintain and sustain client relationships through delivery of quality, end users of services and professional development.
- Deliver strong internal support to HCDE schools and facilities.









Dr. Julia Y. Andrews, Director jandrews@hcde-texas.org www.hcde-texas.org/safe-and-secure-schools

# Monthly Financial Report

# Report will be provided separately.
### Action Items -Consensus

Regular Board Meet	ing		6.A.1.
Meeting Date:	November 16, 2022		
Title:	Fiscal Year 2023-2024 Budget Calendar		
Submitted For:	Jesus Amezcua, Business Office	Submitted By:	Venetia Baldwin
Recommended Action	on: Approve	HCDE Goal(s):	4. Provide cost savings by leveraging tax dollars
Additional Resource Personnel:	)	Facilities/Technolo Approval Needed?	••

### Posted Agenda Item: Approval of the proposed Annual Budget Calendar for FY 2023-2024.

### Subject:

Business Services - Budget Calendar for the Fiscal Year 2023-2024

### Rationale:

Budget preparation guidelines are prepared by the Assistant Superintendent for Business Services with input from the Superintendent and other Department Administrators. The budget preparation guidelines, which are distributed to Division / Budget Directors in the Budget Planning Workbook, includes a budget calendar of critical dates for budget development, submission and review.

### **Budget Calendar**

The budget calendar is the responsibility of the Assistant Superintendent for Business Services and presented to the Board of Trustees at the November Board meeting. Updates may be made with permission for the Superintendent and are communicated to the HCDE Budget Committee and Division / Budget Directors. The calendar identifies all the activities which must be included in the proposed budget process and is arranged in chronological order. It contains a column showing the individual or group responsible for each activity listed. The column is helpful to users since a quick scan of the calendar allows each of them to identify those activities in the budget development process for which he/she is responsible.

### **Fiscal Impact**

### Attachments

FY 2024 Budget Planning & Tax Calendar

### Form Review

Form Started By: Venetia Baldwin Final Approval Date: 11/03/2022 Started On: 11/03/2022 02:07 PM

### HARRIS COUNTY DEPARTMENT OF EDUCATION FY 2023-24 Budget Planning Calendar



	Date	Activity	Location	Participants
		Budget Planning with Budget Analyst & Accounting Staff		
Ð		Strategic Planning Process Begins		Divisions
	Friday, December 9, 2022	Cost of Service level to ISD	N/A	
nin	Friday, December 9, 2022	Cost of Services Report due	1:00 PM	Superintendent
Budget Planning	Wednesday, November 16, 2022	<u>Board Meeting, 1 PM</u> Approval of proposed calendar for FY 2023-24 Budget Year	1:00 PM Board Room	Board
dge	January 16 - 20, 2023	1st Qtr. Budget Review Meetings	TEAMS	Budget Managers
Buc	Friday, January 20, 2023	Accountability Steering Committee - 9:00 am	TEAMS	Budget Managers
	Friday, February 24, 2023	Budget Information & Instructions Budget Planning Book on the HCDE portal	N/A	Business Services
Needs Assessment and Budget Development	Friday, March 3, 2023	Budget Planning / Preparation Training (Superintendent Initiatives)	9 AM 501-502	Budget Managers Only
Bu	Monday, March 6, 2023	Budget Entry Training	TEAMS 9 AM	Business Services - Budget Entry
and nt	Tuesday, March 7, 2023	Budget Entry Training	TEAMS 9 AM	Business Services - Budget Entry
int a	Wednesday, March 8, 2023	Fee Setting Review for FY24	TEAMS 9 AM	Revenue Divisions
ssessment an Development	Friday, March 10, 2023	Target Date for Needs Assessment to be Conducted	N/A	Divisions
eve	March 13 - 17, 2023	Spring Break		Department Closed
Ass D	March 27 to 30, 2023	2nd Qtr. Budget Review Meetings	TEAMS	Budget Managers
ds /	Friday, March 31, 2023	DUE: Risk Assessment - Mid-Year Evaluation	Business Office	Budget Managers
Nee	Tuesday, April 4, 2023	Proposed Budgets to Budget Analyst & SWOT Analysis & Packets DUE	N/A	Budget Managers
ew	Friday, March 31, 2023	Final FY23-24 Accountability Objectives to be sent to Research & Evaluation	N/A	Budget Managers
Budget Analysis and Superintendent Review	Friday, April 21, 2023	HCDE Goals & Strategic Plan Integration - Executive Team Leaders (ELT) - Annual Review	N/A	ELT Members
Analy	Friday, April 28, 2023	Budget Committee Planning Workbook to Budget Committee		Business Services
jet. inte	Monday, May 1, 2023	Budget Committee Planning Meeting	400 A	HCDE Budget Committee
ndg	May 1- 12, 2023	Division Budget Presentations	400 A	HCDE Budget Committee
Su	Wednesday, June 7, 2023	Supt. Budget Review Session: Draft 1 Proposed Budget	400 A	Superintendent Business & Assistant Superintendents
	Wednesday, June 21, 2023	Final Accountability Objectives Presented to the Board	Board Room	Superintendent Business Services
sdo	Wednesday, June 14, 2023	Supt. Budget Review Session: Proposed Budget	400 A	Superintendent Business Services
shc	June 19 - 23, 2023	3rd Qtr. Budget Review Meetings	TEAMS	Budget Managers
'ork	Wednesday, June 21, 2023	BOARD Workshop Work Session #1	400 A	Board Budget Committee
Board Workshops	Saturday, July 1, 2023	Post <u>Budget Notice</u> in the <u>Houston Chronicle</u> and Post Budget on the web	N/A	Business Services
Bo	Thursday, July 6, 2023	Agenda Items Due	N/A	Business Services
	Wednesday, July 19, 2023	BOARD WORKSHOP Budget Work Session #2	400 A	Board Budget Committee Superintendent, Bus. Services
roval	Wednesday, July 19, 2023	<ol> <li>BOARD Budget Committee Session # 3 Present Finalized Budget and Make Recommendation</li> <li>Public Hearing on the Budget, 12:00 PM</li> <li><u>Board Meeting, 1:00 PM</u> and BUDGET APPROVAL</li> </ol>	Board Room	Board Budget Committee, Superintendent Business Services Board Board
Budget Approval	Thursday, August 31, 2023 Friday, September 1, 2023	Risk Assessment Year-End Evaluation FY23 Budget is effective	N/A	Divisions
ldge	Friday, September 15, 2023	Accountability Meeting Year End Reports		Budget Managers
Bu	Wednesday, October 18, 2023	Board Presentation of Risk Assessment Document	Board Room	Board
	October 24 - 28, 2023	4th Qtr. Budget Review Meetings	TEAMS	Budget Managers
		Parker Rodoers Clark Bartz Truitt Vela Amezcua Leiva		20

HCDE Budget Committee: Colbert, Parker, Rodgers, Clark, Bartz, Truitt, Vela, Amezcua, Leiva

### Monthly Disbursement Report

# Report will be provided separately.

### Monthly Budget Amendment Report

# Report will be provided separately.

### Monthly Investment Report

# Report will be provided separately.

### Minutes

Regular Board MeetingMeeting Date:November 16, 2022Title:Venetia BaldwinSubmitted By:Venetia BaldwinRecommended Action:ApproveAdditional ResourcePersonnel:

HCDE Goal(s): Facilities/Technology Approval Needed?:

### Information

Posted Agenda Item:

10/19/2022 Board Meeting Minutes

### Subject:

10/19/2022 Board Meeting Minutes

### Rationale:

10/19/2022 Board Meeting Minutes

### **Fiscal Impact**

### Attachments

Oct 19 2022 Board Mins unapproved

### **Form Review**

Started On: 11/08/2022 04:57 PM

Form Started By: Venetia Baldwin Final Approval Date: 11/08/2022

Regular Board Meetin	-	6	6.C.1.
Meeting Date:	November 16, 2022		
Title:	Grant Funds Acceptance from EFHC for All-E	arth Ecobot Grant Awa	ird
Submitted For:	Lisa Caruthers, Case for Kids	Submitted By:	Kimberlee Flowers
Recommended Action	: Accept	HCDE Goal(s):	3. Advocate for learners through innovation
Additional Resource Personnel:	Danielle Bartz, Dr. Lisa Caruthers, Dr. Jesus Amezcua, Kendra Jackson, Dr. Edna Johnson	Facilities/Technology Approval Needed?:	/ None

### Posted Agenda Item:

Acceptance of grant award from the Education Foundation of Harris County for CASE for Kids to implement the All-Earth Ecobot Challenge from CenterPoint Energy in the amount of \$5,000.

### Subject:

Acceptance of Education Foundation of Harris County grant award for Ecobot.

### Rationale:

One (1) grant from the Education Foundation of Harris County will support CASE for Kids in the coordination and implementation of the **2023 All-Earth Ecobot Challenge**. The project will kicked off in December 2022, with the teacher training. All students will participate in the final event in April 2023.

The grant is from the following organization:

• CenterPoint Energy - \$5,000.00

### **Fiscal Impact**

### Attachments

### EFHC Centerpoint Grant

Inbox CASE Purchasing Purchasing Director Assistant Superintendent - Business Form Started By: Kimberlee Flowers Final Approval Date: 11/03/2022

### Form Review

Reviewed By
Lisa Caruthers
Edna Johnson
Kendra Jackson
Jesus Amezcua

Date 10/24/2022 08:41 PM 11/02/2022 11:10 AM 11/02/2022 11:46 AM 11/03/2022 01:04 PM Started On: 10/24/2022 05:49 PM



Date:

To: Dr. Lisa Caruthers, Director, HCDE CASE for Kids

From: , EFHC Board President

Re: Agreement between EFHC and HCDE CASE for Kids

The Education Foundation of Harris County (EFHC) is pleased to provide grant funds totaling \$5,0000.00 to Harris County Department of Education's (HCDE) CASE for Kids to implement the *All-Earth Ecobot Challenge*.

The grant funds are derived from the CenterPoint Energy for \$5,000.00 to support the 2022-2023 Ecobot Challenge events.

HCDE staff provided information to the CenterPoint Energy in the fall 2022 school semester, and the funds were transferred to EFHC in December 2022.

Signed:

, Board President EFHC Dr. Jesus Amezcua, Assistant Superintendent HCDE

Regular Board Meeting Meeting Date:	<b>)</b> November 16, 2022		6.D.1.
Title:	Low Cost Extension Grant Application for the Coolwood Head Start Construction Grant (06TD000179)		
Submitted For:	Venetia Peacock, Head Start	Submitted By:	Sharon McBride
Recommended Action	: Approve	HCDE Goal(s):	<ol> <li>Impact</li> <li>education/respond</li> <li>to evolving needs</li> <li>Deliver value</li> <li>responsibly</li> </ol>
Additional Resource Personnel:	Jonathan Parker, Venetia Peacock, Dr. Jesus Amezcua, Kendra Jackson, Dr. Edna Johnson	Facilities/Technology Approval Needed?:	None

### Posted Agenda Item:

Approval to submit an application to request a Low-Cost Extension for the Coolwood Head Start Construction Grant (06TD000179) to the U.S. Department of Health and Human Services (HHS), Office of Head Start (OHS).

### Subject:

Low-Cost Extension Grant Application - Coolwood Head Start Construction Grant (06TD000179)

### Rationale:

In January 2021, the U.S. Department of Health and Human Services (DHHS) awarded Harris County Department of Education (HCDE) disaster recovery funds under grant number 06TD000179. The purpose of the grant is to implement the construction phase of HCDE's Coolwood Head Start Campus Replacement Project during the February 1, 2021 to January 31, 2023 budget period. The project is a capital improvement initiative designed to replace a facility damaged by Hurricane Harvey.

HCDE Area I Head Start Division seeks to submit a Low-Cost Extension request to DHHS, Administration for Children and Families for an additional 12 months for grant number 06TD000179. The proposed new budget period is February 1, 2021 to January 30, 2024. This extension will allow HCDE sufficient time to complete the project.

### **Fiscal Impact**

### Attachments

Low Cost Extension.Coolwood

Inbox
Head Start
Purchasing
Purchasing Director
Assistant Superintendent - Business
Form Started By: Sharon McBride
Final Approval Date: 11/03/2022

### Form Review

Reviewed By Venetia Peacock Edna Johnson Kendra Jackson Jesus Amezcua Date 10/28/2022 03:28 PM 10/31/2022 01:58 PM 10/31/2022 02:28 PM 11/03/2022 01:04 PM Started On: 10/28/2022 12:20 PM

### HARRIS COUNTY DEPARTMENT OF EDUCATION

### **Disaster Recovery Funds**

### **Request for Low-Cost Extension**

In January 2021, the U.S. Department of Health and Human Services (DHHS) awarded Harris County Department of Education (HCDE) disaster recovery funds under grant number 06TD000179. The purpose of the grant is to implement the construction phase of HCDE's Coolwood Head Start Campus Replacement Project during the February 1, 2021 to January 31, 2023 budget period. The project is a capital improvement initiative designed to replace a facility damaged by Hurricane Harvey.

HCDE Area I Head Start Division seeks to submit a Low-Cost Extension request to DHHS, Administration for Children and Families for an additional 12 months for grant number 06TD000179. The proposed new budget period is February 1, 2021 to January 31, 2024. This extension will allow HCDE sufficient time to complete the project.

Regular Board Meeting Meeting Date:	<b>9</b> November 16, 2022		6.D.2.
Title:	Waiver of the Administrative Costs	Limitations - Grant 06CH	011535 - 2023
Submitted For:	Venetia Peacock, Head Start	Submitted By:	Sharon McBride
Recommended Action	: Approve	HCDE Goal(s):	<ol> <li>Impact education/respond to evolving needs</li> <li>Deliver value responsibly</li> <li>Advocate for learners through innovation</li> </ol>
Additional Resource Personnel:	Dr. Jesus Amezcua, Jonathan Parker, Venetia Parker, Sharvon Kamaya	Facilities/Technology Approval Needed?:	/

### **Posted Agenda Item:**

Approval to request a waiver of the 15% administrative cost limitations for Head Start grant number 06CH011535 for the 01/01/2023 to 12/31/2023 budget period to the Department of Health and Human Services (HHS) Administration for Children and Families (ACF), Office of Head Start (OHS), in accordance with the Head Start Program Performance Standard 1303.5(2)(b) Limitations on development and administrative cost (2)(b)(1).

### Subject:

Waiver of the Administrative Costs Limitations - Grant 06CH011535 - 2023

### **Rationale:**

Final Approval Date: 11/03/2022

Due to increases in salaries, cost of insurance and benefits, leases, and utilities, the administrative cost will exceed the 15% maximum requirement. As represented in the submitted application, the total of administrative cost would be 17.57%.

	Fiscal Impact	
	Attachments	
Administrative Cost Waiver - HS		
	Form Review	
Inbox	Reviewed By	Date
Head Start	Venetia Peacock	10/28/2022 03:47 PM
Purchasing	Edna Johnson	10/31/2022 02:01 PM
Purchasing Director	Kendra Jackson	10/31/2022 02:28 PM
Assistant Superintendent - Business	Jesus Amezcua	11/03/2022 01:04 PM
Form Started By: Sharon McBride		Started On: 10/28/2022 03:33 PM

### HARRIS COUNTY DEPARTMENT OF EDUCATION

### Head Start and Early Head Start Grant

### Administrative Waiver Request

Harris County Department of Education (HCDE) Area I Head Start Division seeks to submit an Administrative Cost Waiver request to the U.S. Department of Health and Humans Services, Administration for Children and Families for grant number 06CH011535 for the January 1, 2023 to December 31, 2023 budget period. The purpose of the grant is for HCDE Head Start and Early Head Start operations, training and technical assistance. For the 2023 budget period, the total administrative costs will exceed the 15% maximum requirement of the total approved program costs. It is 17.57% due to increases in salaries and cost of insurances, benefits, leases, and utilities.

Regular Board Meeting	]		6.D.3.
Meeting Date:	November 16, 2022		
Title:	Consolidation of Grants 06CH01153	5 and 06HP000311	
Submitted For:	Venetia Peacock, Head Start	Submitted By:	Sharon McBride
Recommended Action	: Approve	HCDE Goal(s):	<ol> <li>Impact education/respond to evolving needs</li> <li>Deliver value responsibly</li> </ol>
Additional Resource Personnel:	Jonathan Parker, Venetia Peacock, Dr. Jesus Amezcua, Kendra Jackson, Dr. Edna Johnson	Facilities/Technology Approval Needed?:	None

### **Posted Agenda Item:**

**Approval to submit a request to consolidate HCDE Head Start Grants 06CH011535 and 06HP000311** into a single grant to the Department of Health and Human Services (HHS) Administration for Children and Families (ACF), Office of Head Start (OHS) for the 01/01/2023 through 12/31/2023 budget period.

### Subject:

### Consolidation of HCDE Head Start Grants 06CH011535 and 06HP000311

### **Rationale:**

The consolidation of HCDE Head Start Grants 06CH011535 and 06HP000311 will allow HCDE Head Start to operate under one fiscal year. It will also reduce the reporting requirements and allow the overall budget to be managed efficiently. Additionally, it will further the program's goal to provide high quality, and comprehensive services to the highest needed children and families.

### **Fiscal Impact**

### Attachments

No file(s) attached.

Inbox

Head Start

Purchasing

**Purchasing Director** 

Assistant Superintendent - Business

Form Started By: Sharon McBride

Final Approval Date: 11/03/2022

### **Form Review**

### Reviewed By

Venetia Peacock Edna Johnson Kendra Jackson Jesus Amezcua 10/28/2022 03:28 PM 10/31/2022 01:58 PM 10/31/2022 02:21 PM 11/03/2022 01:04 PM Started On: 10/24/2022 04:49 PM

Date

Regular Board Meeting	g		6.D.4.
Meeting Date:	November 16, 2022		
Title:	American Rescue Funds Budget Re	vision Request	
Submitted For:	Venetia Peacock, Head Start	Submitted By:	Sharon McBride
Recommended Action	: Approve	HCDE Goal(s):	<ol> <li>Impact education/respond to evolving needs</li> <li>Deliver value responsibly</li> </ol>
Additional Resource Personnel:	Jonathan Parker, Venetia Peacock, Dr. Jesus Amezcua, Kendra Jackson, Dr. Edna Johnson	Facilities/Technology Approval Needed?:	None

### Posted Agenda Item:

Approval to submit an American Rescue Funds Budget Revision Request, in the amount of **\$393,594**, to the Department of Health and Human Services (HHS) to move funds from operations to equipment for Head Start fencing projects.

### Subject:

American Rescue Funds Budget Revision Request

### Rationale:

HCDE Area I Head Start Division seeks to submit a Budget Revision request to the U.S. Department of Health and Humans Services, Administration for Children and Families (ACH) for grant number 06HE000969-01-01 for the April 1, 2021 to March 31, 2023 budget period.

The grant is American Rescue Plan funds for HCDE Head Start programs to continue supporting children and families and investing in safe and high-quality early childhood learning opportunities for children during the unprecedented time of the coronavirus disease. With ACH approval, HCDE will reallocate costs totaling \$393,594 to: 1) provide a secure exterior area that is fully enclosed by fencing with design features preventing it from being easily scalable at Channelview and Sheffield campuses; 2) purchase a vehicle to transport food to campuses without a cook onsite; and 3) upgrade playground area and equipment at Barrett Station campus.

These actions will best support both short- and long-term needs of program staff, children, and families.

### **Fiscal Impact**

### Attachments

### Budget Revision - American Rescue Funds

Inbox
Head Start
Purchasing
Purchasing Director
Assistant Superintendent - Business
Form Started By: Sharon McBride
Final Approval Date: 11/03/2022

### Form Review

Reviewed By Venetia Peacock Edna Johnson Kendra Jackson Jesus Amezcua

### Date

10/28/2022 03:28 PM 10/31/2022 01:58 PM 10/31/2022 02:22 PM 11/03/2022 01:04 PM Started On: 10/28/2022 09:04 AM

### HARRIS COUNTY DEPARTMENT OF EDUCATION

### **American Rescue Plan Funds**

### **Budget Revision Request for Grant**

HCDE Area I Head Start Division seeks to submit a Budget Revision request to the U.S. Department of Health and Humans Services, Administration for Children and Families (ACH) for grant number 06HE000969-01-01 for the April 1, 2021 to March 31, 2023 budget period. The grant is American Rescue Plan funds for HCDE Head Start programs to continue supporting children and families and investing in safe and high-quality early childhood learning opportunities for children during the unprecedented time of the coronavirus disease. With ACH approval, HCDE will reallocate costs totaling \$393,594 to: 1) provide a secure exterior area that is fully enclosed by fencing with design features preventing it from being easily scalable at Channelview and Sheffield campuses; 2) purchase a vehicle to transport food to campuses without a cook onsite; and 3) upgrade playground area and equipment at Barrett Station campus. These actions will best support both short- and long-term needs of program staff, children, and families.

Regular Board Meetin Meeting Date:	November 16, 2022		6.E.1.
Title:	Schools Division Highpoint School E	ast Annual Contracts FY	(23: Aldine ISD (20)
Submitted For:	Charles Ned, Schools	Submitted By:	Denise Alamos
Recommended Action	i: Approve	HCDE Goal(s):	<ol> <li>Impact education/respond to evolving needs</li> <li>Deliver value responsibly</li> <li>Provide cost savings by leveraging tax dollars</li> </ol>
Additional Resource Personnel:	Jonathan Parker, Dr. Charles Ned, Dr. Jesus Amezcua, Kendra Jackson, Dr. Edna Johnson	Facilities/Technology Approval Needed?:	None

### Posted Agenda Item:

Ratification of Interlocal (revenue) contract for FY 2023 in the aggregate amount of \$393,300 with Highpoint School East with the following districts: Aldine ISD for twenty (20) in-county annual contracts in the amount of \$207,000 (\$10,350 each); Goose Creek CISD for eighteen (18) in-county annual contracts in the amount of \$186,300 (\$10,350 each) for the period of 08/22/2022 through 06/05/2023.

### Subject:

Ratification of Interlocal (revenue) contract for FY 2023 in the aggregate amount of \$393,300 with Highpoint School East with the following districts: Aldine ISD for twenty (20) in-county annual contracts in the amount of \$207,000 (\$10,350 each); Goose Creek CISD for eighteen (18) in-county annual contracts in the amount of \$186,300 (\$10,350 each) for the period of 08/22/2022 through 06/05/2023.

### Rationale:

Entity	Description	Dates	Totals
Aldine ISD	Annual Contract (20) In-County \$10,350 each	08/22/2022-06/05/2023	\$207,000
Goose Creek CISD	Annual Contract (18) In-County \$10,350 each	08/22/2022-06/05/2023	\$186,300
Total			\$393,300

### **Fiscal Impact**

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

### Attachments

### FY23 HSE Annual Contract\_Aldine ISD-20 2022-2023 Highpoint Contract

Date



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

### 2022 - 2023 ANNUAL CONTRACT

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

1. Term. This Contract is for the term of August 22, 2022, through June 5, 2023. During said term, HCDE agrees to provide services described herein for <u>twenty (20)</u> units to eligible student(s) requiring a discipline alternative education placement (referred to herein as "student(s)") who are residents of AISD.

### 2. HCDE Responsibilities.

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

### 3. AISD's Responsibilities.

- a) **AISD** is responsible for providing transportation for the student(s) to and from Highpoint. Location of pick-up and drop-off points and time of service will be mutually determined by representatives of **AISD** and HCDE.
- b) AISD shall provide copies of all Student Records (as hereinafter defined) pertaining to the student(s) no later than five (5) HCDE business days prior to student(s)'s first day of attendance at Highpoint. AISD agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be requested from or obtained by AISD during the term of this Contract. Student Records to be provided by AISD include, but are not limited to, the following: (a) a recommendation letter from the student(s)'s campus or AISD stating explicitly why the student is being referred to Highpoint; (b) the student's Middle School Plan (for students in grades 6-8) or the student's Graduation Plan (for students in grades 9-12); (c) the student's current transcript, including all achievement test records; (d) for special education students, the student's current IEP, in accordance with Article 7 this Contract; (e) withdrawal form, which shall indicate the list of current courses in which the student is enrolled, the grade earned and the textbook and other instructional resources being used with that subject; and (f) the student's

current year's attendance records. **AISD** shall provide copies of additional records, including **AISD** Records, as reasonably requested by HCDE.

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

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

- 5. Immunity. Nothing in this Contract shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of either Party or their respective trustees, officers, employees, and agents as a result of the execution of this Contract or performance of the functions or obligations described herein.
- 6. Collaboration. Both Parties agree to collaborate, as necessary, to administer the services described in this Contract and to act in the best interest of the student(s). Both Parties shall use collaborative problem-solving techniques and best efforts to resolve issues between the Parties as they may arise.

### 7. Special Education Services.

a) Special education student(s) served under this Contract have been placed by the Admission, Review and Dismissal (ARD) Committee of the student(s)'s school of regular attendance within AISD and recommended for services as described herein. The ARD Committee of AISD has affirmed the classification and approved the recommendation of such contracted services. An HCDE representative must participate in the ARD Committee meeting considering the special education student(s)'s placement, and HCDE must confirm in writing the student's eligibility for the program prior to the ARD Committee's consideration of placement at Highpoint.

- b) HCDE is responsible for providing educational and support services to special education student(s) in the same manner those services are provided to non-disabled students. Any and all additional services and funding required to implement the student's Individualized Education Program (IEP) and/or 504 plan are to be provided by AISD. AISD may make such services available in conjunction with Highpoint or at a separate time and location, at the discretion of AISD and the ARD Committee, with HCDE participation. If AISD chooses to make such services available in conjunction with Highpoint, AISD will cooperate with Highpoint to minimize disruption at Highpoint. If AISD requires the student(s) to leave Highpoint during the school day, the IEP must include transportation as a related service.
- c) HCDE will follow the IDEA and other applicable laws when considering dismissal and/or expulsion of a qualified special education student(s) from Highpoint.
- d) **AISD** agrees to invite an HCDE representative as a non-consensus member to any **AISD** ARD Committee meeting for **AISD** student(s) placed at Highpoint pursuant to this Contract.
- 8. Local Education Agency. Student(s) receiving services from HCDE pursuant to this Contract remain enrolled in AISD and are considered students of AISD for all purposes. ISD remains the Local Education Agency ("LEA"), as that term is defined by the IDEA, and the "Recipient" as that term is defined by Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and solely retains the obligation to provide and to ensure that any eligible AISD student is provided a free appropriate public education ("FAPE") while receiving services from HCDE. AISD retains all responsibilities required of the LEA pursuant to the IDEA, and required of the Recipient pursuant to Section 504, including, but not limited to, requirements regarding identification, evaluation, educational placement, the provision of FAPE, and procedural safeguards. For any dispute, including a special education complaint or due process hearing, arising under the IDEA, Section 504, or other applicable law regarding an AISD student placed at HCDE, AISD recognizes and acknowledges that HCDE is not the LEA or Recipient for the AISD student and is in no way liable to the student, parent, or AISD under the IDEA, Section 504, or other applicable law.
- 9. Monitoring Student Progress. HCDE will update AISD on the progress of the referred student(s) at least once per semester, in a manner agreeable by HCDE and AISD, including, but not limited to, a grade report, summary of any formal disciplinary action, and summary of attendance. A member of the AISD administrative staff will monitor, assess, and evaluate student's progress as established by this Contract, including at least one (1) on-site visit annually.
- 10. Invoices and Payment. In consideration of the services provided herein, AISD agrees to pay HCDE an in-county fee of \$207,000 and any additional fees in the following manner:
  - i. \$10,350 times the number of units purchased. AISD will be billed twice a year and payment will be due upon receipt of invoice.
  - ii. \$75.00 special education surcharge times the number of enrollment days for Special Education student(s).
  - iii. \$127.00 per diem times the number of student(s) in attendance over the number of units purchased (20).
  - a) HCDE will bill AISD for the amount of units purchased. Payment will be due within 30 days of the date of AISD's receipt of invoice. Payment obligations are non-cancelable, and fees paid are non-refundable. AISD may sell unused units to another independent school district upon obtaining HCDE's prior written consent.
  - b) In the event that **AISD** makes a payment to HCDE with a credit card, **AISD** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE,

including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).

- c) HCDE agrees to maintain records and accounts to the extent necessary to assure that funds received from **AISD** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be requested and required by **AISD**.
- d) Each Party paying for the performance of governmental functions and/or invoices must make those payments from current revenues available to the paying Party.
- 11. Payment by Student(s) and Parents. The parents of the student(s) placed at Highpoint shall not be charged for the services contracted under this Contract. Services needed by the student, if any, beyond the scope of the Contract shall be the responsibility of the student(s) and/or his/her parent or guardian.
- 12. AISD Liaison. AISD shall appoint a qualified liaison to communicate on behalf of AISD with HCDE representatives. The liaison shall be knowledgeable in no less than the student(s)'s educational and disciplinary records; Fortis Academy programs, policies, and procedures; and special education law, policies, and procedure, if appropriate. The AISD liaison shall make best efforts to assist Fortis Academy representatives in providing services to students, including, but not limited to, acquiring information regarding the student(s), assessing best placement, and communicating with AISD employees and student(s)'s parents/guardians, as necessary.

### 13. Termination.

- a) HCDE shall have the right to terminate this Contract for convenience, effective at the end of the Term, or with at least thirty (30) calendar days prior written notice to **AISD**. If HCDE exercises such termination right, HCDE shall have no obligation to refund to **AISD** the amount of any prepaid fees for any period following the effective date of such termination.
- b) HCDE and **AISD** shall have the right to terminate this Contract for convenience, effective at the end of the Term, or with at least thirty (30) days prior written notice to the other Party. In no event shall HCDE have any obligation to refund **AISD** the amount of any pre-paid fees for any period.
- c) Upon the effective date of termination or expiration of this Contract, except as otherwise explicitly stated herein, the Parties shall have no obligations to the other Party under this Contract. Student(s) in attendance at Highpoint at the time of termination or expiration of this Contract will return to **AISD**. All Student Records maintained by HCDE during the duration of providing services to the student will be provided to **AISD** within ten (10) business days following the date of termination or expiration, at the written request of **AISD**.
- 14. Equal Opportunity. It is the policy of HCDE not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. AISD agrees not to discriminate against any employee, student(s), or other person or party in the performance of this Contract, with respect to placement at Fortis Academy, services to be provided, conditions and privileges of employment, or a matter directly or indirectly related to age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification), race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.
- **15. Assignment.** Neither this Contract nor any duties or obligations under it shall be assignable by either Party without the prior written acknowledgment and authorization of the other Party.
- 16. Notice. Any notice provided under the terms of this Contract by either Party to the other shall be in writing and shall be deemed sufficient forty-eight (48) hours after being deposited in the regular mail as certified mail, return receipt requested, if such notice is addressed to the party to be notified at such Party's address as set forth below:

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

### AISD

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

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

- 17. Third Party Beneficiaries. Nothing in this Contract shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.
- 18. Choice of Law and Venue. This Contract shall be construed under the laws of the State of Texas, and mandatory and exclusive venue for any action arising out of this Contract shall be in Harris County, Texas.
- **19. Amendments and Waivers.** Any term of this Contract may be amended or waived only with the written consent of the Parties or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Article shall be binding upon the Parties and their respective successors and assigns.
- 20. Separate Entities. There is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties. Neither Party has the authority to bind the other or to incur any obligation on its behalf. AISD assumes full responsibility for the actions of its personnel while performing any services incident to this Contract, including, but not limited to, transportation and special education services, and shall remain solely responsible for their supervision, direction and control, payment of salary, workers' compensation, disability benefits, and like requirements and obligations. AISD agrees that HCDE has no responsibility for any conduct of AISD or AISD's employees, agents, representatives, contractors, or subcontractors.
- **21.** Authority. Each Party acknowledges, represents, and warrants that it has the power and authority to enter into this Contract and to perform its obligations hereunder, without the need for any consents or approvals not yet obtained, except to the extent that this Contract requires approval of either Party's Board of Trustees.
- 22. Force Majeure. Neither HCDE nor AISD shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.
- **23.** Severability. In the event that any one or more of the terms or provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed



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

### 2022 - 2023 ANNUAL CONTRACT

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education ("HCDE") and Goose Creek CISD, ("GCCISD") hereby enter into an Interlocal Contract ("Contract") for the purpose of providing educational and related services under the Texas Education Code (TEC), Chapter 37, for students who have been removed from GCCISD for committing an offense described in TEC, Chapter 37, or for engaging in behavior(s) for which GCCISD Student Code of Conduct requires a discipline alternative education placement.

1. Term. This Contract is for the term of August 22, 2022 through June 5, 2023. During said term, HCDE agrees to provide services described herein for <u>eighteen (18)</u> units to eligible student(s) requiring a discipline alternative education placement (referred to herein as "student(s)") who are residents of GCCISD.

### 2. HCDE Responsibilities.

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

### 3. GCCISD's Responsibilities.

- a) **GCCISD** is responsible for providing transportation for the student(s) to and from Highpoint. Location of pick-up and drop-off points and time of service will be mutually determined by representatives of **GCCISD** and HCDE.
- b) GCCISD shall provide copies of all Student Records (as hereinafter defined) pertaining to the student(s) no later than five (5) HCDE business days prior to student(s)'s first day of attendance at Highpoint. GCCISD agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be requested from or obtained by GCCISD during the term of this Contract. Student Records to be provided by GCCISD include, but are not limited to, the following: (a) a recommendation letter from the student(s)'s campus or GCCISD stating explicitly why the student is being referred to Highpoint; (b) the student's Middle School Plan (for students in grades 6-8) or the student's Graduation Plan (for students in grades 9-12); (c) the student's current transcript, including all achievement test records; (d) for special education students, the student's current IEP, in accordance with Article 7 this Contract; (e) withdrawal form, which shall indicate the list of current courses in which the student is enrolled, the grade earned and the textbook and other instructional resources being used with that subject; and (f) the

student's current year's attendance records. **GCCISD** shall provide copies of additional records, including **GCCISD** Records, as reasonably requested by HCDE.

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

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

- 5. Immunity. Nothing in this Contract shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of either Party or their respective trustees, officers, employees, and agents as a result of the execution of this Contract or performance of the functions or obligations described herein.
- 6. Collaboration. Both Parties agree to collaborate, as necessary, to administer the services described in this Contract and to act in the best interest of the student(s). Both Parties shall use collaborative problem-solving techniques and best efforts to resolve issues between the Parties as they may arise.

### 7. Special Education Services.

a) Special education student(s) served under this Contract have been placed by the Admission, Review and Dismissal (ARD) Committee of the student(s)'s school of regular attendance within GCCISD and recommended for services as described herein. The ARD Committee of GCCISD has affirmed the classification and approved the recommendation of such contracted services. An HCDE representative must participate in the ARD Committee meeting considering the special
education student(s)'s placement, and HCDE must confirm in writing the student's eligibility for the program prior to the ARD Committee's consideration of placement at Highpoint.

- b) HCDE is responsible for providing educational and support services to special education student(s) in the same manner those services are provided to non-disabled students. Any and all additional services and funding required to implement the student's Individualized Education Program (IEP) and/or 504 plan are to be provided by GCCISD. GCCISD may make such services available in conjunction with Highpoint or at a separate time and location, at the discretion of GCCISD and the ARD Committee, with HCDE participation. If GCCISD chooses to make such services available in conjunction with Highpoint, GCCISD will cooperate with Highpoint to minimize disruption at Highpoint. If GCCISD requires the student(s) to leave Highpoint during the school day, the IEP must include transportation as a related service.
- c) HCDE will follow the IDEA and other applicable laws when considering dismissal and/or expulsion of a qualified special education student(s) from Highpoint.
- d) GCCISD agrees to invite an HCDE representative as a non-consensus member to any GCCISD ARD Committee meeting for GCCISD student(s) placed at Highpoint pursuant to this Contract.
- 8. Local Education Agency. Student(s) receiving services from HCDE pursuant to this Contract remain enrolled in GCCISD and are considered students of GCCISD for all purposes. ISD remains the Local Education Agency ("LEA"), as that term is defined by the IDEA, and the "Recipient" as that term is defined by Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and solely retains the obligation to provide and to ensure that any eligible GCCISD student is provided a free appropriate public education ("FAPE") while receiving services from HCDE. GCCISD retains all responsibilities required of the LEA pursuant to the IDEA, and required of the Recipient pursuant

to Section 504, including, but not limited to, requirements regarding identification, evaluation, educational placement, the provision of FAPE, and procedural safeguards. For any dispute, including a special education complaint or due process hearing, arising under the IDEA, Section 504, or other applicable law regarding an GCCISD student placed at HCDE, GCCISD recognizes and acknowledges that HCDE is not the LEA or Recipient for the GCCISD student and is in no way liable to the student, parent, or GCCISD under the IDEA, Section 504, or other applicable law.

- **9.** Monitoring Student Progress. HCDE will update GCCISD on the progress of the referred student(s) at least once per semester, in a manner determined to be appropriate by HCDE, including, but not limited to, a grade report, summary of any formal disciplinary action, and summary of attendance. A member of the GCCISD administrative staff will monitor, assess, and evaluate student's progress as established by this Contract, including at least one (1) on-site visit annually.
- 10. Invoices and Payment. In consideration of the services provided herein, GCCISD agrees to pay HCDE an in-county fee of \$186,300 and any additional fees in the following manner:
  - i. **\$10,350** times the number of units purchased. **GCCISD** will be billed twice a year and payment will be due upon receipt of invoice.
  - ii. \$75.00 special education surcharge times the number of enrollment days for Special Education student(s).
  - iii. \$127.00 per diem times the number of student(s) in attendance over the number of units purchased (18).
  - a) HCDE will bill GCCISD for the amount of units purchased. Payment will be due within 30 days of the date of GCCISD's receipt of invoice. Payment obligations are non-cancelable, and fees paid are non-refundable. GCCISD may sell unused units to another independent school district upon obtaining HCDE's prior written consent.

- b) In the event that **GCCISD** makes a payment to HCDE with a credit card, **GCCISD** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
- c) HCDE agrees to maintain records and accounts to the extent necessary to assure that funds received from GCCISD have been expended for the services described herein. HCDE agrees to provide these records and other information as may be requested and required by GCCISD.
- d) Each Party paying for the performance of governmental functions and/or invoices must make those payments from current revenues available to the paying Party.
- 11. Payment by Student(s) and Parents. The parents of the student(s) placed at Highpoint shall not be charged for the services contracted under this Contract. Services needed by the student, if any, beyond the scope of the Contract shall be the responsibility of the student(s) and/or his/her parent or guardian.
- 12. GCCISD Liaison. GCCISD shall appoint a qualified liaison to communicate on behalf of GCCISD with HCDE representatives. The liaison shall be knowledgeable in no less than the student(s)'s educational and disciplinary records; Highpoint School East programs, policies, and procedures; and special education law, policies, and procedure, if appropriate. The GCCISD liaison shall make best efforts to assist Highpoint School East representatives in providing services to students, including, but not limited to, acquiring information regarding the student(s), assessing best placement, and communicating with GCCISD employees and student(s)'s parents/guardians, as necessary.

#### 13. Termination.

- a) HCDE shall have the right to terminate this Contract for convenience, effective at the end of the Term, or with at least thirty (30) calendar days prior written notice to GCCISD. If HCDE exercises such termination right, HCDE shall have no obligation to refund to GCCISD the amount of any pre-paid fees for any period following the effective date of such termination.
- b) Both Parties may terminate this Contract with or without cause by mutual written agreement.
- c) Upon the effective date of termination or expiration of this Contract, except as otherwise explicitly stated herein, the Parties shall have no obligations to the other Party under this Contract. Student(s) in attendance at Highpoint School East at the time of termination or expiration of this Contract will return to GCCISD. All Student Records maintained by HCDE during the duration of providing services to the student will be provided to GCCISD within ten (10) business days following the date of termination or expiration, at the written request of GCCISD.
- 14. Equal Opportunity. It is the policy of HCDE not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. GCCISD agrees not to discriminate against any employee, student(s), or other person or party in the performance of this Contract, with respect to placement at Highpoint School East, services to be provided, conditions and privileges of employment, or a matter directly or indirectly related to age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.
- **15.** Assignment. Neither this Contract nor any duties or obligations under it shall be assignable by either Party without the prior written acknowledgment and authorization of the other Party.
- 16. Notice. Any notice provided under the terms of this Contract by either Party to the other shall be in writing and shall be deemed sufficient forty-eight (48) hours after being deposited in the regular mail as certified mail, return receipt requested, if such notice is addressed to the party to be notified at such Party's address as set forth below:

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

#### GCCISD

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

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

- 17. Third Party Beneficiaries. Nothing in this Contract shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.
- 18. Choice of Law and Venue. This Contract shall be construed under the laws of the State of Texas, and mandatory and exclusive venue for any action arising out of this Contract shall be in Harris County, Texas.
- **19. Amendments and Waivers.** Any term of this Contract may be amended or waived only with the written consent of the Parties or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Article shall be binding upon the Parties and their respective successors and assigns.
- 20. Separate Entities. There is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties. Neither Party has the authority to bind the other or to incur any obligation on its behalf. GCCISD assumes full responsibility for the actions of its personnel while performing any services incident to this Contract, including, but not limited to, transportation and special education services, and shall remain solely responsible for their supervision, direction and control, payment of salary, workers' compensation, disability benefits, and like requirements and obligations. GCCISD agrees that HCDE has no responsibility for any conduct of GCCISD or GCCISD's employees, agents, representatives, contractors, or subcontractors.
- **21.** Authority. Each Party acknowledges, represents, and warrants that it has the power and authority to enter into this Contract and to perform its obligations hereunder, without the need for any consents or approvals not yet obtained, except to the extent that this Contract requires approval of either Party's Board of Trustees.
- 22. Force Majeure. Neither HCDE nor GCCISD shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.
- 23. Severability. In the event that any one or more of the terms or provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. The failure of a

Party to enforce any provision of this Contract or to require performance by other party will not be deemed a waiver, or in any way affect the right of either party to enforce such provision thereafter.

- 24. Contract Interpretation. The Parties agree that the normal rules of construction that require that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.
- **25.** Captions. The captions herein are for convenience and identification purposes only, and not an integral part hereof, and are not to be considered in the interpretation of any part hereof.
- 26. Entire Agreement. This Contract contains and embraces the entire agreement between the parties, and neither it, nor any part of it may be changed, altered, modified, limited or extended, orally or by any agreement between the parties, unless such agreement by expressed in writing, signed and acknowledged by HCDE and GCCISD.

District School Superintendent/Designee

Date

County School Superintendent/Designee

For HCDE Office use only: Revenue Account No. 19930060700970 57250000 Highpoint School East

Regular Board Meeting	g		6.E.2.
Meeting Date:	November 16, 2022		
Title:	Schools Division Academic and Behavior Sch ISD (2), Waller (4), Harmony PS (1)	ool West Amendment/A	nnual Contracts FY23: Angleton
Submitted For:	Charles Ned, Schools	Submitted By:	Denise Alamos
Recommended Action	: Approve	HCDE Goal(s):	<ol> <li>Impact education/respond to evolving needs</li> <li>Advocate for learners through innovation</li> </ol>
Additional Resource Personnel:	Jonathan Parker, Dr. Charles Ned, Dr. Jesus Amezcua, Kendra Jackson, Dr. Edna Johnson	Facilities/Technology Approval Needed?:	None

#### Information

#### **Posted Agenda Item:**

Ratification of Interlocal (revenue) contracts for FY 2023 in the aggregate amount of \$158,275 with Academic and Behavior School West with the following districts: Amendment to the annual contract with Angleton ISD to increase the units from one (1) to two (2) annual contracts and to increase the aggregate amount from \$25,050 to \$50,100 (an out-of-county increase of \$25,050 each); Amendment to the annual contract with Waller ISD to increase the units from three (3) to four (4) annual contracts and to increase the aggregate amount from \$64,905 to \$86,540 (an in-county increase of \$21,635 each); Harmony Public Schools for one (1) in-county annual contract in the amount of \$21,635 (\$21,635 each) for the contract period of 08/22/2022 through 06/05/2023.

#### Subject:

Ratification of Interlocal (revenue) contracts for FY 2023 in the aggregate amount of \$158,275 with Academic and Behavior School West with the following districts: Amendment to the annual contract with Angleton ISD to increase the units from one (1) to two (2) annual contracts and to increase the aggregate amount from \$25,050 to \$50,100 (an out-of-county increase of \$25,050 each); Amendment to the annual contract with Waller ISD to increase the units from three (3) to four (4) annual contracts and to increase the aggregate amount from \$64,905 to \$86,540 (an in-county increase of \$21,635 each); Harmony Public Schools for one (1) in-county annual contract in the amount of \$21,635 (\$21,635 each) for the contract period of 08/22/2022 through 06/05/2023.

#### **Rationale:**

Entity	Description	Contract Period	Total
Angleton ISD	Amendment 2-3 units (Out of-County \$25,050 each) x 3 units=\$50,100	08/22/2022-06/05/2023	\$50,100
Angleton ISD	Amendment 3-4 units (In-County \$21,635 each) x 4 units=\$86,540	08/22/2022-06/05/2023	\$86,540
Harmony PS Annual Contract 1 units (In-County \$21,635 each)		08/22/2022-06/05/2023	\$21,635
Aggregate Amount			

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

**Fiscal Impact** 

#### Attachments

FY23 ABSW Amendment-Angleton ISD FY23 ABSW Amendment-Waller ISD FY23 ABSW Annual Contract-Harmony PS

Inbox
Purchasing
Purchasing Director
Assistant Superintendent - Business
Form Started By: Denise Alamos
Final Approval Date: 11/03/2022

Form Review

Reviewed By Edna Johnson Kendra Jackson Jesus Amezcua

#### Date

10/28/2022 03:37 PM 10/31/2022 02:19 PM 11/03/2022 01:03 PM Started On: 10/24/2022 11:15 AM



### INTERLOCAL CONTRACT AMENDMENT #1 2022-2023 ANNUAL CONTRACT

Amendment #1 is changing the Interlocal Contract between the Harris County Department of Education, ("HCDE") and Angleton Independent School District ("AISD") as stated below.

### Article 1 (Did Read)

**Term.** This Contract is for the term of **August 22**, 2022 through **June 5**, 2023. During said term, HCDE agrees to provide services described herein for <u>one (1) total: Adaptive Behavior Program/LIFE Skills</u> **Program** unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the **AISD**.

#### Article 1 (Now Reads)

**Term.** This Contract is for the term of **August 22**, 2022 through **June 5**, 2023. During said term, HCDE agrees to provide services described herein for <u>two (2) total: Adaptive Behavior Program/LIFE Skills</u> **Program** unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the AISD.

#### Article 9 (Did Read)

**Invoices and Payment.** In consideration of the services provided herein, **AISD** agrees to pay HCDE a total amount of \$25,050. Total amount is calculated by multiplying the number of units times the annual out of-county tuition rate (\$25,050).

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

- 50% of annual total amount due will be invoiced in September 2022
- 50% of annual total amount due will be invoiced in January 2023

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

- \$6,100 out of-county tuition rate times number of ESY students enrolled.
- 100% of ESY total amount due will be invoiced in July 2022.
- a) In the event that **AISD** makes a payment to HCDE with a credit card, **AISD** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
- b) AISD may sell unused units to another district upon obtaining HCDE's prior written consent.
- c) Each Party paying for the performance of governmental functions and/or invoices must make those payments from current revenues available to the paying Party.
- d) The source of funding for this contract will be from **AISD** (federal, state or local) funds. The parents of the student(s) shall not be charged for the services contracted under this Contract.

#### Article 9 (Now Reads)

**Invoices and Payment.** In consideration of the services provided herein, **AISD** agrees to pay HCDE a total amount of **\$50,100**. Total amount is calculated by multiplying the number of units times the annual **out of-county** tuition rate (**\$25,050**).

Angleton Independent School District

Richard

District School Superintendent/Designee

Harris County Department of Education

Harris County School Superintendent

Harris County Department of Education

Harris County School Assistant Superintendent

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

- 50% of annual total amount due will be invoiced in September 2022
- 50% of annual total amount due will be invoiced in January 2023

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

- \$6,100 out of-county tuition rate times number of ESY students enrolled.
- 100% of ESY total amount due will be invoiced in July 2022.
- e) In the event that **AISD** makes a payment to HCDE with a credit card, **AISD** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
- f) AISD may sell unused units to another district upon obtaining HCDE's prior written consent.
- g) Each Party paying for the performance of governmental functions and/or invoices must make those payments from current revenues available to the paying Party.
- h) The source of funding for this contract will be from **AISD** (federal, state or local) funds. The parents of the student(s) shall not be charged for the services contracted under this Contract.

10-4-22

Date

Date

Date



### INTERLOCAL CONTRACT AMENDMENT #1 2022-2023 ANNUAL CONTRACT

# Amendment #1 is changing the Interlocal Contract between the Harris County Department of Education, ("HCDE") and **Waller Independent School District** ("**WISD**") as stated below.

#### Article 1 (Did Read)

**Term.** This Contract is for the term of August 22, 2022 through June 5, 2023. During said term, HCDE agrees to provide services described herein for <u>three (3) total: Adaptive Behavior Program/LIFE Skills</u> <u>Program unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the WISD.</u>

#### Article 1 (Now Reads)

**Term.** This Contract is for the term of August 22, 2022 through June 5, 2023. During said term, HCDE agrees to provide services described herein for <u>four (4) total: Adaptive Behavior Program/LIFE Skills</u> **Program** unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the **WISD**.

#### Article 9 (Did Read)

**Invoices and Payment.** In consideration of the services provided herein, WISD agrees to pay HCDE a total amount of \$64,905. Total amount is calculated by multiplying the number of units times the annual incounty tuition rate (\$21,635).

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

- 50% of annual total amount due will be invoiced in September 2022
- 50% of annual total amount due will be invoiced in January 2023

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

- \$5,550 in-county tuition rate times number of ESY students enrolled.
- 100% of ESY total amount due will be invoiced in July 2023.
- a) In the event that WISD makes a payment to HCDE with a credit card, WISD agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
- b) WISD may sell unused units to another district upon obtaining HCDE's prior written consent.
- c) Each Party paying for the performance of governmental functions and/or invoices must make those payments from current revenues available to the paying Party.
- d) The source of funding for this contract will be from WISD \_\_\_\_\_ (federal, state or local) funds. The parents of the student(s) shall not be charged for the services contracted under this Contract.

#### Article 9 (Now Reads)

**Invoices and Payment.** In consideration of the services provided herein, WISD agrees to pay HCDE a total amount of **\$86,540**. Total amount is calculated by multiplying the number of units times the annual incounty tuition rate (\$21,635).

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

- 50% of annual total amount due will be invoiced in September 2022
- 50% of annual total amount due will be invoiced in January 2023

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

- \$5,550 in-county tuition rate times number of ESY students enrolled.
- 100% of ESY total amount due will be invoiced in July 2023.
- e) In the event that WISD makes a payment to HCDE with a credit card, WISD agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
- f) WISD may sell unused units to another district upon obtaining HCDE's prior written consent:
- g) Each Party paying for the performance of governmental functions and/or invoices must make those payments from current revenues available to the paying Party.
- h) The source of funding for this contract will be from WISD \_\_\_\_\_ (federal, state or local) funds. The parents of the student(s) shall not be charged for the services contracted under this Contract.

#### Waller Independent School District

District School Syperintendent/Designee

Date

Harris County Department of Education

Harris County School Superintendent

Date

Harris County Department of Education

Harris County School Assistant Superintendent

Date

For HCDE Office use only: Revenue Account No. 19930060200132 57250000 ABS WEST



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

#### 2022 - 2023 ANNUAL CONTRACT

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

Term. This Contract is for the term of October 3, 2022 through June 5, 2023. During said term, HCDE agrees to provide services described herein for <u>one (1) total: Adaptive Behavior Program/LIFE Skills</u> <u>Program</u> unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the HPS.

#### 2. HCDE Responsibilities.

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

#### 3. HPS's Responsibilities.

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

#### 4. Student Records; Confidentiality.

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

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

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

#### 5. Immunity.

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

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

#### 7. Special Education Services.

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

#### 8. Local Education Agency.

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

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

9. Invoices and Payment. In consideration of the services provided herein, HPS agrees to pay HCDE a total amount of \$21,635. Total amount is calculated by multiplying the number of units times the annual incounty tuition rate (\$21,635).

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

- 50% of annual total amount due will be invoiced in September 2022
- 50% of annual total amount due will be invoiced in January 2023

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

- \$5,550 in-county tuition rate times number of ESY students enrolled.
- 100% of ESY total amount due will be invoiced in July 2023.
- a) In the event that **HPS** makes a payment to HCDE with a credit card, **HPS** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
- b) HPS may sell unused units to another district upon obtaining HCDE's prior written consent.
- c) Each Party paying for the performance of governmental functions and/or invoices must make those payments from current revenues available to the paying Party.
- d) The source of funding for this contract will be from HPS\_\_\_\_\_\_ (federal, state or local) funds. The parents of the student(s) shall not be charged for the services contracted under this Contract.
- 10. HPS Liaison. HPS shall appoint a qualified liaison to communicate on behalf of HPS with HCDE representatives. The liaison shall be knowledgeable in no less than the student(s)'s educational and disciplinary records; ABS West programs, policies, and procedures; and special education law, policies, and procedure, if appropriate. The HPS liaison shall make best efforts to assist ABS West representatives in providing services to students, including, but not limited to, acquiring information regarding the student(s), assessing best placement, and communicating with HPS employees and student(s)'s parents/guardians, as necessary.

#### 11. Termination.

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

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

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

#### HPS

Attention: Ramazan Coskuner, Superintendent 9321 W. Sam Houston Pkwy S. Houston, Texas 77099

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

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

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

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

District School Superintendent/Desig

Harris County School Superintendent

Date

Harris County School Assistant Superintendent

Date

For HCDE Office use only: Revenue Account No. 19930060200132 57250000 ABS West

Regular Board Meeting	g		6.E.3.
Meeting Date:	November 16, 2022		
Title:	Schools Division Fortis Academy FN Aldine ISD (7)	23 Annual Contract: Gal	ena Park ISD (3),
Submitted For:	Charles Ned, Schools	Submitted By:	Denise Alamos
Recommended Action	: Ratify	HCDE Goal(s):	<ol> <li>Impact</li> <li>education/respond</li> <li>to evolving needs</li> <li>Advocate for</li> <li>learners through</li> <li>innovation</li> </ol>
Additional Resource Personnel:	Jonathan Parker, Dr. Charles Ned, Dr. Jesus Amezcua, Kendra Jackson, Dr. Edna Johnson	Facilities/Technology Approval Needed?:	None

#### Information

### Posted Agenda Item:

Ratification of Interlocal (revenue) contract for FY 2023 in the aggregate amount of \$62,500 with Fortis Academy with the following districts: Aldine ISD for seven (7) in-county annual contracts in the amount of \$43,750 (\$6,250 each); Galena Park ISD for three (3) in-county annual contracts in the amount of \$18,750 (\$6,250 each) for the contract period of 08/22/2022 through 06/05/2023.

### Subject:

Ratification of Interlocal (revenue) contract for FY 2023 in the aggregate amount of \$62,500 with Fortis Academy with the following district: Aldine ISD for seven (7) in-county annual contracts in the amount of \$43,750 (\$6,250 each); Galena Park ISD for three (3) in-county annual contracts in the amount of \$18,750 (\$6,250 each) for the contract period of 08/22/2022 through 06/05/2023.

### Rationale:

Entity	Description	Contract Period	Total
Aldine ISD	FY23 Annual Contract (in-county \$6,250 each)	08/22/2022 - 06/05/2023	\$43,750
Galena Park ISD	FY23 Annual Contract (in-county \$6,250 each)	08/22/2022 - 06/05/2023	\$18,750
Aggregate Amount			

	Fiscal Impact	
Included in FY budget Y/N:	Y	
Included in current budget amendm	ent Y/N: N	

### Attachments

### FY23 Fortis Annual Contract-Aldine ISD-7

FY23 Fortis Annual Contract\_Galena Park ISD-3

Inbox Purchasing Purchasing Director Assistant Superintendent - Business

#### **Form Review**

**Reviewed By** Edna Johnson Kendra Jackson Jesus Amezcua

Date 11/01/2022 09:01 AM 11/02/2022 11:46 AM 11/03/2022 01:03 PM





### INTERLOCAL AGREEMENT FOR EDUCATIONAL SERVICES FORTIS ACADEMY (RECOVERY HIGH SCHOOL)

### 2022 - 2023 ANNUAL CONTRACT

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education ("HCDE") and Aldine Independent School District, ("AISD") (individually a "Party" and collectively "Parties") hereby enter into an Interlocal Contract ("Contract") for the purpose of providing educational and related services for AISD's student(s) at HCDE's Fortis Academy.

#### BACKGROUND

HCDE is a political subdivision of the State of Texas and operates Fortis Academy, a specialized public recovery high school with the intent to help students who have completed a substance abuse or dependency rehabilitation program continue their high school education in a sober environment.

**AISD** is a public, independent school district in the State of Texas providing educational services to students within **AISD**'s boundaries. **AISD** has determined that placement at HCDE's Fortis Academy is appropriate for certain student(s) who are residents of the **AISD**. As such, both HCDE and **AISD** desire to set forth in writing the conditions of their agreement.

#### CONTRACT

1. Term. This Contract is for the term of August 22, 2022, through June 5, 2023. During said term, HCDE agrees to provide services described herein for <u>seven (7)</u> unit(s) to eligible student(s) who AISD has determined may benefit from placement at HCDE's Fortis Academy (referred to herein as "student(s)") who are residents of the AISD. Except as otherwise specified in this Contract, and subject to applicable law and any necessary approval by Parties' Boards of Trustees, the term shall extend from year to year automatically, unless any Party provides thirty (30) days advance written notice of intent not to renew the Contract.

#### 2. HCDE Responsibilities.

- a) HCDE agrees to provide facilities and certified/licensed personnel necessary to provide educational and therapeutic services to the student(s) placed at Fortis Academy in accordance with applicable law and during the days and times set forth by Fortis Academy. During the period of this Contract, if HCDE fails to provide the necessary facilities and/or certified/licensed personnel, AISD may terminate services until such time as HCDE can provide the necessary specialized services contracted herein. HCDE will not be held responsible for the services contracted herein if the necessary facilities and/or properly certified/licensed personnel are unavailable.
- b) HCDE agrees that all services provided by HCDE hereunder shall be provided by licensed providers of mental health and/or substance abuse when required by applicable law. HCDE may perform the services contracted for herein by using its own employees or independent contractors.
- c) HCDE agrees to furnish the AISD with a weekly statement of student(s)'s attendance.
- d) HCDE may provide transportation for the student(s) to and from field trips, vocational training, and similar activities, including to the students' drop-off points after alternative peer group sessions, if written permission allowing HCDE to transport students is provided by the students' parents/guardians.

#### 3. AISD's Responsibilities.

- a) AISD is responsible for providing transportation for the student(s) to and from Fortis Academy. Location of pick-up and drop-off points and time of service will be mutually determined by representatives of AISD and HCDE.
- b) AISD shall provide copies of all Student Records (as hereinafter defined) pertaining to the student(s) no later than five (5) HCDE business days prior to student(s)'s first day of attendance at Fortis Academy. AISD agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be requested from or obtained by AISD during the term of this Contract. Student Records to be provided by AISD include, but are not limited to, the following: (a) a recommendation letter from the student(s)'s campus or AISD stating explicitly why the student is being referred to Fortis Academy; (b) the student's Middle School Plan (for students in grades 6-8) or the student's Graduation Plan (for students in grades 9-12); (c) the student's current transcript, including all achievement test records; (d) for special education students, the student's current IEP, in accordance with Article 7 this Contract; (e) withdrawal form, which shall indicate the list of current courses in which the student is enrolled, the grade earned and the textbook and other instructional resources being used with that subject; and (f) the student's current year's attendance records. AISD shall provide copies of additional records, including AISD Records, as reasonably requested by HCDE.
- c) AISD retains the responsibility to report AISD student(s)'s average daily attendance and other required information through the Public Education Information Management System ("PEIMS").
- 4. Student Records; Confidentiality. For purposes of this Contract, "Student Records" shall be defined as student information including personal identifiers such as name, address, phone number, date of birth, Social Security number, and student identification number, and any student information protected by law, including "personally identifiable information" and student "education records" as those terms are defined by the Family Educational Rights and Privacy Act, 20 USC 1232g, as amended ("FERPA"); "personal information" as that term is defined in the Children's Online Privacy Protection Act of 1998 ("COPPA"); "personal information" as that term is defined in the Protection of Pupil Rights Amendment ("PPRA"); "personally identifiable information" as that term is defined in the Individuals with Disabilities Education Act, as amended ("IDEA"); "protected health information" as that term is defined in the Individuals with Disabilities Education Act, as amended ("IDEA"); "protected health information" as that term is defined in the Individuals with Disabilities Education Act, as amended ("IDEA"); "protected health information" as that term is defined in the Texas Identity Theft Enforcement and Protection Act (Chapter 521, Texas Business and Commerce Code).

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

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

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

#### 7. Special Education Services.

- a) Special education student(s) served under this Contract have been placed by the Admission, Review and Dismissal (ARD) Committee of the student(s)'s school of regular attendance within AISD and recommended for services as described herein. The ARD Committee of AISD has affirmed the classification and approved the recommendation of such contracted services. An HCDE representative must participate in the ARD Committee meeting considering the special education student(s)'s placement, and HCDE must confirm in writing the student's eligibility for the program prior to the ARD Committee's consideration of placement in the Fortis Academy Program.
- b) HCDE is responsible for providing educational and support services to special education student(s) in the same manner those services are provided to non-disabled students. Any and all additional services and funding required to implement the student's Individualized Education Program (IEP) and/or 504 plan are to be provided by AISD. AISD may make such services available in conjunction with Fortis Academy or at a separate time and location, at the discretion of AISD and the ARD Committee, with HCDE participation. If AISD chooses to make such services available in conjunction with Fortis Academy, AISD will cooperate with Fortis Academy to minimize disruption at Fortis Academy. If AISD requires the student(s) to leave Fortis Academy during the school day, the IEP must include transportation as a related service.
- c) HCDE will follow the IDEA and other applicable laws when considering dismissal and/or expulsion of a qualified special education student(s) from the Fortis Academy program.
- d) AISD agrees to invite an HCDE representative as a non-consensus member to any AISD ARD Committee meeting for AISD student(s) placed at Fortis Academy pursuant to this Contract.
- 8. Local Education Agency. Student(s) receiving services from HCDE pursuant to this Contract remain enrolled in AISD and are considered students of AISD for all purposes. ISD remains the Local Education Agency ("LEA"), as that term is defined by the IDEA, and the "Recipient" as that term is defined by Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and solely retains the obligation to provide and to ensure that any eligible AISD student is provided a free appropriate public education ("FAPE") while receiving services from HCDE. AISD retains all responsibilities required of the LEA pursuant to the IDEA, and required of the Recipient pursuant to Section 504, including, but not limited to, requirements regarding identification, evaluation, educational placement, the provision of FAPE, and procedural safeguards. For any dispute, including a special education complaint or due process hearing, arising under the IDEA, Section 504, or other applicable law regarding an AISD student placed at HCDE, AISD recognizes and acknowledges that HCDE is not the LEA or Recipient for the AISD student and is in no way liable to the student, parent, or AISD under the IDEA, Section 504, or other applicable law.
- 9. Monitoring Student Progress. HCDE will update AISD on the progress of the referred student(s) at least once per semester, in a manner agreeable by HCDE and AISD, including, but not limited to, a grade report, summary of any formal disciplinary action, and summary of attendance. A member of the AISD administrative staff will monitor, assess, and evaluate student's progress as established by this Contract, including at least one (1) on-site visit annually.

#### 10. Invoices and Payment.

- a) In consideration of the services provided herein, AISD agrees to pay HCDE an in-county fee of \$43,750 and any additional fees in the following manner:
  - i) \$6,250 times the number of units purchased;
  - ii) \$6,875 times the number of Special Education units purchased

- b) HCDE will bill AISD for the amount of units purchased. AISD will be billed twice a year, and payment will be due within 30 days of the date of AISD's receipt of invoice. Payment obligations are non-cancelable, and fees paid are non-refundable. AISD may sell unused units to another independent school district upon obtaining HCDE's prior written consent.
- c) In the event that AISD makes a payment to HCDE with a credit card, AISD agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
- d) HCDE agrees to maintain records and accounts to the extent necessary to assure that funds received from **AISD** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be requested and required by **AISD**.
- e) Each Party paying for the performance of governmental functions and/or invoices must make those payments from current revenues available to the paying Party.
- 11. Payment by Student(s) and Parents. The parents of the student(s) placed at Fortis Academy shall not be charged for the services contracted under this Contract. Services needed by the student, if any, beyond the scope of the Contract shall be the responsibility of the student(s) and/or his/her parent or guardian.
- 12. Eligibility and Placement of Student(s). HCDE, in its sole discretion, shall determine if a student is eligible for placement and to receive services at Fortis Academy. This includes, but is not limited to, determining if the student has successfully completed rehabilitation prior to placement at Fortis Academy. For any student eligible for special education services under the IDEA, the AISD's ARD Committee shall consider the student's placement at Fortis Academy, but only after HCDE confirms in writing the student's eligibility for the Fortis Academy program. Once placed at Fortis Academy, the student shall remain at Fortis Academy in HCDE's sole discretion, or withdrawal by the student. HCDE reserves the right to request that a student placed at Fortis Academy pursuant to this Contract be returned to placement in AISD, the district of enrollment. Upon such request from HCDE regarding a student eligible for special education services, AISD shall conduct an ARD Committee meeting within thirty (30) calendar days to consider the student's placement.
- 13. Compliance with HCDE Policies, Procedures, and Rules. The student(s) placed at Fortis Academy and parent(s) shall be required to comply with all HCDE policies, procedures, rules, and required agreements and forms, including, but not limited to, execution of one or more agreements consenting to and waiving liability for placement at Fortis Academy, participation in activities, and requirements of Fortis Academy, such as substance abuse therapy, testing, and the like.
- 14. AISD Liaison. AISD shall appoint a qualified liaison to communicate on behalf of AISD with HCDE representatives. The liaison shall be knowledgeable in no less than the student(s)'s educational and disciplinary records; Fortis Academy programs, policies, and procedures; and special education law, policies, and procedure, if appropriate. The AISD liaison shall make best efforts to assist Fortis Academy representatives in providing services to students, including, but not limited to, acquiring information regarding the student(s), assessing best placement, and communicating with AISD employees and student(s)'s parents/guardians, as necessary.

#### 15. Termination.

a) HCDE shall have the right to terminate this Contract for convenience, effective at the end of the Term, or with at least thirty (30) calendar days prior written notice to AISD. HCDE and AISD shall have the right to terminate this Contract for convenience, effective at the end of the Term, or with at least thirty (30)

calendar days prior written notice to the other Party. In no event shall HCDE have any obligation to refund AISD the amount of any pre-paid fees for any period.

- b) Both Parties may terminate this Contract with or without cause by mutual written agreement.
- c) Upon the effective date of termination or expiration of this Contract, except as otherwise explicitly stated herein, the Parties shall have no obligations to the other Party under this Contract. Student(s) in attendance at Fortis Academy at the time of termination or expiration of this Contract will return to AISD. All Student Records maintained by HCDE during the duration of providing services to the student will be provided to AISD within ten (10) business days following the date of termination or expiration, at the written request of AISD.
- 16. Equal Opportunity. It is the policy of HCDE not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. AISD agrees not to discriminate against any employee, student(s), or other person or party in the performance of this Contract, with respect to placement at Fortis Academy, services to be provided, conditions and privileges of employment, or a matter directly or indirectly related to age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification), race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.
- 17. Assignment. Neither this Contract nor any duties or obligations under it shall be assignable by either Party without the prior written acknowledgment and authorization of the other Party.
- 18. Notice. Any notice provided under the terms of this Contract by either Party to the other shall be in writing and shall be deemed sufficient forty-eight (48) hours after being deposited in the regular mail as certified mail, return receipt requested, if such notice is addressed to the party to be notified at such Party's address as set forth below:

#### HCDE

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

#### AISD

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

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

- **19. Third Party Beneficiaries.** Nothing in this Contract shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.
- 20. Choice of Law and Venue. This Contract shall be construed under the laws of the State of Texas, and mandatory and exclusive venue for any action arising out of this Contract shall be in Harris County, Texas.
- **21. Amendments and Waivers.** Any term of this Contract may be amended or waived only with the written consent of the Parties or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Article shall be binding upon the Parties and their respective successors and assigns.
- 22. Separate Entities. There is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties. Neither Party has the authority to bind the other or to incur any obligation on its behalf. AISD assumes full responsibility for the actions of its personnel while performing any services incident to this Contract, including, but not limited to, transportation and special education services, and shall remain

solely responsible for their supervision, direction and control, payment of salary, workers' compensation, disability benefits, and like requirements and obligations. **AISD** agrees that HCDE has no responsibility for any conduct of **AISD** or **AISD**'s employees, agents, representatives, contractors, or subcontractors.

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

Aldine SD Superintendent/Designed

Date

Harris County School Superintendent/Designee

Date

Harris County School Superintendent/Designee

Date

For HCDE Office use only: Revenue Account No. 19930060500800 57250000 Fortis Academy



FORTIS ACADEMY

### INTERLOCAL AGREEMENT FOR EDUCATIONAL SERVICES FORTIS ACADEMY (RECOVERY HIGH SCHOOL)

### 2022 - 2023 ANNUAL CONTRACT

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education ("HCDE") and **Galena Park Independent School District**, ("**GPISD**") (individually a "Party" and collectively "Parties") hereby enter into an Interlocal Contract ("Contract") for the purpose of providing educational and related services for **GPISD**'s student(s) at HCDE's Fortis Academy.

#### BACKGROUND

HCDE is a political subdivision of the State of Texas and operates Fortis Academy, a specialized public recovery high school with the intent to help students who have completed a substance abuse or dependency rehabilitation program continue their high school education in a sober environment.

**GPISD** is a public, independent school district in the State of Texas providing educational services to students within **GPISD**'s boundaries. **GPISD** has determined that placement at HCDE's Fortis Academy is appropriate for certain student(s) who are residents of the **GPISD**. As such, both HCDE and **GPISD** desire to set forth in writing the conditions of their agreement.

#### CONTRACT

1. Term. This Contract is for the term of August 22, 2022 through June 5, 2023. During said term, HCDE agrees to provide services described herein for <u>three (3)</u> unit(s) to eligible student(s) who GPISD has determined may benefit from placement at HCDE's Fortis Academy (referred to herein as "student(s)") who are residents of the GPISD. Except as otherwise specified in this Contract, and subject to applicable law and any necessary approval by Parties' Boards of Trustees, the term shall extend from year to year automatically, unless any Party provides thirty (30) days advance written notice of intent not to renew the Contract.

#### 2. HCDE Responsibilities.

- a) HCDE agrees to provide facilities and certified/licensed personnel necessary to provide educational and therapeutic services to the student(s) placed at Fortis Academy in accordance with applicable law and during the days and times set forth by Fortis Academy.
- b) HCDE agrees that all services provided by HCDE hereunder shall be provided by licensed providers of mental health and/or substance abuse when required by applicable law. HCDE may perform the services contracted for herein by using its own employees or independent contractors.
- c) HCDE agrees to furnish the **GPISD** with a weekly statement of student(s)'s attendance.
- d) HCDE may provide transportation for the student(s) to and from field trips, vocational training, and similar activities, including to the students' drop-off points after alternative peer group sessions, if written permission allowing HCDE to transport students is provided by the students' parents/guardians.

### 3. GPISD's Responsibilities.

a) **GPISD** is responsible for providing transportation for the student(s) to and from Fortis Academy. Location of pick-up and drop-off points and time of service will be mutually determined by representatives of **GPISD** and HCDE.

- b) GPISD shall provide copies of all Student Records (as hereinafter defined) pertaining to the student(s) no later than five (5) HCDE business days prior to student(s)'s first day of attendance at Fortis Academy. GPISD agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be requested from or obtained by GPISD during the term of this Contract. Student Records to be provided by GPISD include, but are not limited to, the following: (a) a recommendation letter from the student(s)'s campus or GPISD stating explicitly why the student is being referred to Fortis Academy; (b) the student's Middle School Plan (for students in grades 6-8) or the student's Graduation Plan (for students in grades 9-12); (c) the student's current transcript, including all achievement test records; (d) for special education students, the student's current IEP, in accordance with Article 7 this Contract; (e) withdrawal form, which shall indicate the list of current courses in which the student is enrolled, the grade earned and the textbook and other instructional resources being used with that subject; and (f) the student's current year's attendance records. GPISD shall provide copies of additional records, including GPISD Records, as reasonably requested by HCDE.
- c) **GPISD** retains the responsibility to report **GPISD** student(s)'s average daily attendance and other required information through the Public Education Information Management System ("PEIMS").
- 4. Student Records; Confidentiality. For purposes of this Contract, "Student Records" shall be defined as student information including personal identifiers such as name, address, phone number, date of birth, Social Security number, and student identification number, and any student information protected by law, including "personally identifiable information" and student "education records" as those terms are defined by the Family Educational Rights and Privacy Act, 20 USC 1232g, as amended ("FERPA"); "personal information" as that term is defined in the Children's Online Privacy Protection Act of 1998 ("COPPA"); "personal information" as that term is defined in the Protection of Pupil Rights Amendment ("PPRA"); "personally identifiable information" as that term is defined in the Individuals with Disabilities Education Act, as amended ("IDEA"); "protected health information" as that term is defined in the Texas Identity Theft Enforcement and Protection Act (Chapter 521, Texas Business and Commerce Code).

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

- **5. Immunity.** Nothing in this Contract shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of either Party or their respective trustees, officers, employees, and agents as a result of the execution of this Contract or performance of the functions or obligations described herein.
- **6. Collaboration.** Both Parties agree to collaborate, as necessary, to administer the services described in this Contract and to act in the best interest of the student(s). Both Parties shall use collaborative problem-solving techniques and best efforts to resolve issues between the Parties as they may arise.

### 7. Special Education Services.

- a) Special education student(s) served under this Contract have been placed by the Admission, Review and Dismissal (ARD) Committee of the student(s)'s school of regular attendance within **GPISD** and recommended for services as described herein. The ARD Committee of **GPISD** has affirmed the classification and approved the recommendation of such contracted services. An HCDE representative must participate in the ARD Committee meeting considering the special education student(s)'s placement, and HCDE must confirm in writing the student's eligibility for the program prior to the ARD Committee's consideration of placement in the Fortis Academy Program.
- b) HCDE is responsible for providing educational and support services to special education student(s) in the same manner those services are provided to non-disabled students. Any and all additional services and funding required to implement the student's Individualized Education Program (IEP) and/or 504 plan are to be provided by GPISD. GPISD may make such services available in conjunction with Fortis Academy or at a separate time and location, at the discretion of GPISD and the ARD Committee, with HCDE participation. If GPISD chooses to make such services available in conjunction with Fortis Academy, GPISD will cooperate with Fortis Academy to minimize disruption at Fortis Academy. If GPISD requires the student(s) to leave Fortis Academy during the school day, the IEP must include transportation as a related service.
- c) HCDE will follow the IDEA and other applicable laws when considering dismissal and/or expulsion of a qualified special education student(s) from the Fortis Academy program.
- d) **GPISD** agrees to invite an HCDE representative as a non-consensus member to any **GPISD** ARD Committee meeting for **GPISD** student(s) placed at Fortis Academy pursuant to this Contract.
- 8. Local Education Agency. Student(s) receiving services from HCDE pursuant to this Contract remain enrolled in GPISD and are considered students of GPISD for all purposes. ISD remains the Local Education Agency ("LEA"), as that term is defined by the IDEA, and the "Recipient" as that term is defined by Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and solely retains the obligation to provide and to ensure that any eligible GPISD student is provided a free appropriate public education ("FAPE") while receiving services from HCDE. GPISD retains all responsibilities required of the LEA pursuant to the IDEA, and required of the Recipient pursuant to Section 504, including, but not limited to, requirements regarding identification, evaluation, educational placement, the provision of FAPE, and procedural safeguards. For any dispute, including a special education complaint or due process hearing, arising under the IDEA, Section 504, or other applicable law regarding an GPISD student placed at HCDE, GPISD recognizes and acknowledges that HCDE is not the LEA or Recipient for the GPISD student and is in no way liable to the student, parent, or GPISD under the IDEA, Section 504, or other applicable law.
- **9.** Monitoring Student Progress. HCDE will update GPISD on the progress of the referred student(s) at least once per semester, in a manner determined to be appropriate by HCDE, including, but not limited to, a grade report, summary of any formal disciplinary action, and summary of attendance. A member of the GPISD administrative staff will monitor, assess, and evaluate student's progress as established by this Contract, including at least one (1) on-site visit annually.

#### 10. Invoices and Payment.

- a) In consideration of the services provided herein, **GPISD** agrees to pay HCDE an in-county fee of **\$18,750** and any additional fees in the following manner:
  - i) **\$6,250** times the number of units purchased;
  - ii) **\$6,875** times the number of Special Education units purchased

- b) HCDE will bill **GPISD** for the amount of units purchased. **GPISD** will be billed twice a year, and payment will be due within 30 days of the date of **GPISD**'s receipt of invoice. Payment obligations are non-cancelable, and fees paid are non-refundable. **GPISD** may sell unused units to another independent school district upon obtaining HCDE's prior written consent.
- c) In the event that **GPISD** makes a payment to HCDE with a credit card, **GPISD** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
- d) HCDE agrees to maintain records and accounts to the extent necessary to assure that funds received from **GPISD** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be requested and required by **GPISD**.
- e) Each Party paying for the performance of governmental functions and/or invoices must make those payments from current revenues available to the paying Party.
- **11. Payment by Student(s) and Parents.** The parents of the student(s) placed at Fortis Academy shall not be charged for the services contracted under this Contract. Services needed by the student, if any, beyond the scope of the Contract shall be the responsibility of the student(s) and/or his/her parent or guardian.
- 12. Eligibility and Placement of Student(s). HCDE, in its sole discretion, shall determine if a student is eligible for placement and to receive services at Fortis Academy. This includes, but is not limited to, determining if the student has successfully completed rehabilitation prior to placement at Fortis Academy. For any student eligible for special education services under the IDEA, the GPISD's ARD Committee shall consider the student's placement at Fortis Academy, but only after HCDE confirms in writing the student's eligibility for the Fortis Academy program. Once placed at Fortis Academy, the student shall remain at Fortis Academy in HCDE's sole discretion, or withdrawal by the student. HCDE reserves the right to request that a student placed at Fortis Academy pursuant to this Contract be returned to placement in GPISD, the district of enrollment. Upon such request from HCDE regarding a student eligible for special education services, GPISD shall conduct an ARD Committee meeting within thirty (30) calendar days to consider the student's placement.
- **13. Compliance with HCDE Policies, Procedures, and Rules**. The student(s) placed at Fortis Academy and parent(s) shall be required to comply with all HCDE policies, procedures, rules, and required agreements and forms, including, but not limited to, execution of one or more agreements consenting to and waiving liability for placement at Fortis Academy, participation in activities, and requirements of Fortis Academy, such as substance abuse therapy, testing, and the like.
- 14. GPISD Liaison. GPISD shall appoint a qualified liaison to communicate on behalf of GPISD with HCDE representatives. The liaison shall be knowledgeable in no less than the student(s)'s educational and disciplinary records; Fortis Academy programs, policies, and procedures; and special education law, policies, and procedure, if appropriate. The GPISD liaison shall make best efforts to assist Fortis Academy representatives in providing services to students, including, but not limited to, acquiring information regarding the student(s), assessing best placement, and communicating with GPISD employees and student(s)'s parents/guardians, as necessary.

### 15. Termination.

a) HCDE shall have the right to terminate this Contract for convenience, effective at the end of the Term, or with at least thirty (30) calendar days prior written notice to **GPISD**. If HCDE exercises such termination right, HCDE shall have no obligation to refund to **GPISD** the amount of any pre-paid fees for any period following the effective date of such termination.

- b) Both Parties may terminate this Contract with or without cause by mutual written agreement.
- c) Upon the effective date of termination or expiration of this Contract, except as otherwise explicitly stated herein, the Parties shall have no obligations to the other Party under this Contract. Student(s) in attendance at Fortis Academy at the time of termination or expiration of this Contract will return to **GPISD**. All Student Records maintained by HCDE during the duration of providing services to the student will be provided to **GPISD** within ten (10) business days following the date of termination or expiration, at the written request of **GPISD**.
- **16. Equal Opportunity.** It is the policy of HCDE not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. **GPISD** agrees not to discriminate against any employee, student(s), or other person or party in the performance of this Contract, with respect to placement at Fortis Academy, services to be provided, conditions and privileges of employment, or a matter directly or indirectly related to age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification), race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.
- **17. Assignment.** Neither this Contract nor any duties or obligations under it shall be assignable by either Party without the prior written acknowledgment and authorization of the other Party.
- **18.** Notice. Any notice provided under the terms of this Contract by either Party to the other shall be in writing and shall be deemed sufficient forty-eight (48) hours after being deposited in the regular mail as certified mail, return receipt requested, if such notice is addressed to the party to be notified at such Party's address as set forth below:

#### HCDE

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

#### **GPISD**

Attention: Dr. John Moore, Superintendent of Schools 14705 Woodforest Boulevard Houston, Texas 77015

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

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

disability benefits, and like requirements and obligations. **GPISD** agrees that HCDE has no responsibility for any conduct of **GPISD** or **GPISD**'s employees, agents, representatives, contractors, or subcontractors.

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

Sonya Haidusek-Mazy

·GalenapPark ISD Superintendent/Designee

Harris County School Superintendent/Designee

Harris County School Superintendent/Designee

For HCDE Office use only: Revenue Account No. 19930060500800 57250000 Fortis Academy

Date

Date

7/28/2022

Date

Regular Board Meeting	g		6.E.4.
Meeting Date:	November 16, 2022		
Title:	School Based Therapy Contract Am	endment for 2022-2023	
Submitted For:	Carie Crabb, Therapy	Submitted By:	Ramielle Leday
Recommended Action	: Ratify	HCDE Goal(s):	<ol> <li>Impact</li> <li>education/respond</li> <li>to evolving needs</li> <li>Deliver value</li> <li>responsibly</li> </ol>
Additional Resource Personnel:	Jonathan Parker, Carie Crabb, Dr. Jesus Amezcua, Kendra Jackson, Dr. Edna Johnson	Facilities/Technology Approval Needed?:	None

#### Information

### **Posted Agenda Item:**

Ratification of Interlocal (revenue) contract for FY 2023 for Therapy Services in the aggregate amount of \$29,380 with School-Based Therapy Services and the following entity: YES Prep Public Schools (41 students served in FY22) in the amount of \$29,380.

### Subject:

Interlocal (revenue) contracts for School-Based Therapy Services for FY23 with YES Prep Public Schools.

### **Rationale:**

HCDE School-Based Therapy Services will provide occupational therapy and physical therapy to Yes Prep Public Schools.

### **Fiscal Impact**

### Attachments

#### YES Prep PS

### Inbox

Carie Crabb Purchasing Purchasing Director Assistant Superintendent - Business Form Started By: Ramielle Leday Final Approval Date: 11/03/2022

### Form Review

Reviewed By
Carie Crabb
Edna Johnson
Kendra Jackson
Jesus Amezcua

Date

10/23/2022 01:31 PM 10/28/2022 03:37 PM 10/31/2022 02:17 PM 11/03/2022 01:03 PM Started On: 10/13/2022 04:02 PM



#### **Interlocal Contract Between** Harris County Department of Education and

YES Prep Public Schools

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 YES Prep Public Schools to state the terms, rights, and duties of the Contracting parties during the 2022-2023 school year (8/16/2022 – 8/15/2023). \_for the purpose of performing governmental functions and services and

#### Arrangement

HCDE agrees to provide the services as described below. YES Prep Public Schools \_\_\_\_\_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	32 Days	\$490.00	\$15,680.00
Physical Therapy	20 Days	\$490.00	\$9,800.00
Occupational Therapy Assistant	10 Days	\$390.00	\$3,900.00

#### **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, \_\_\_\_ YES Prep Public Schools 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 2. 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 3. 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. This Contract does not create a joint venture or business partnership under Texas law. 7. 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 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
- 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).



Superintendent/Designee

October 12, 2022 | 16:46:02 CDT

James Colbert, Jr., County School Superintendent

Date

Agreed to:

For HCDE office use only:

Revenue Account No. 199-3-00-111-00-111-5726-0000 Contract Code TS62570



Date

James Colbert, Jr., County School Superintendent

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

\$29,380.00

Regular Board Meeting	g		6.E.5.
Meeting Date:	November 16, 2022		
Title:	CASE for Kids Debate Project Interl	ocals for FY22-23	
Submitted For:	Lisa Caruthers, Case for Kids	Submitted By:	Lisa Caruthers
Recommended Action	: Approve	HCDE Goal(s):	<ol> <li>Impact</li> <li>education/respond</li> <li>to evolving needs</li> <li>Deliver value</li> <li>responsibly</li> <li>Provide cost</li> <li>savings by</li> <li>leveraging tax</li> <li>dollars</li> </ol>
Additional Resource Personnel:	Danielle Bartz, Dr. Lisa Caruthers, Dr. Jesus Amezcua, Kendra Jackson, Dr. Edna Johnson	Facilities/Technology Approval Needed?:	None

## Information

Posted Agenda Item:

Ratification of Interlocal (expenditure) contract for FY 2023 CASE for Kids Project CASE Debates in the aggregate amount of \$32,000 with the following entities: Harmony Public Schools in the amount of \$4,000; Spring ISD in the amount of \$8,000; Spring Branch ISD in the amount of \$8,000; Yes Public Schools-Yes Prep North Central in the amount of \$4,000; Yes Public Schools-Yes Prep Southeast in the amount of \$4,000; Yes Public Schools-Yes Prep Brays Oaks in the amount of \$4,000 (a maximum of 192 students served).

### Subject:

CASE for Kids Debate Project for FY 2023 Interlocal Agreements.

### Rationale:

Harris County Department of Education funds CASE Debates to provide debate competition opportunities for public school programs in the county in partnership with the Houston Urban Debate League. Debate allows students the opportunity to discuss theoretical, philosophical, and political issues. It helps to develop public speaking, research, writing, and leadership skills, which ultimately serve in combination to prepare students for work and study in a post-secondary environment. The purpose of this funding is to provide support for seminars, tournaments, and contractors who serve students directly in schools in the following school districts: Harmony Public Schools (Harmony School of Advancement) in the amount of \$4,000 to serve a maximum of 24 students, Spring ISD (Westfield HS, Spring Early College Academy) in the amount of \$8,000 to serve a maximum of 48 students, Spring Branch ISD(Westchester Academy for International Studies, Spring Woods HS) in the amount of \$4,000 to serve a maximum of 24 students, Spring Woods HS) in the amount of \$4,000 to serve a maximum of 24 students, Yes Public Schools (Yes Prep Brays Oaks) in the amount of \$4,000 to serve a maximum of 24 students, Yes Public Schools (Yes Prep Southeast) in the amount of \$4,000 to serve a maximum of 24 students, Yes Public Schools (Yes Prep Southeast) in the amount of \$4,000 to serve a maximum of 24 students, Yes Public Schools (Yes Prep Southeast) in the amount of \$4,000 to serve a maximum of 24 students, Yes Public Schools (Yes Prep Southeast) in the amount of \$4,000 to serve a maximum of 24 students, Yes Public Schools (Yes Prep Southeast) in the amount of \$4,000 to serve a maximum of 24 students.

Harmony Public Schools Yes Public Schools SE Yes Public Schools NC Yes Public Schools Brays Spring ISD

### Inbox

CASE Purchasing Purchasing Director Assistant Superintendent - Business Form Started By: Kimberlee Flowers Final Approval Date: 11/03/2022

### Form Review

Reviewed By Lisa Caruthers Edna Johnson Kendra Jackson Jesus Amezcua Date 10/24/2022 08:41 PM 11/02/2022 11:10 AM 11/02/2022 11:47 AM 11/03/2022 01:04 PM Started On: 10/24/2022 05:58 PM



### HARRIS COUNTY DEPARTMENT OF EDUCATION

## **CONTRACT PROCESSING FORM (CPF)**

Contract requires approval fr	om: Super	intendent 🛛	• • • •	Ass	sistant	Superintende	ent
		TION 1 – CONTR	RACT	INFORMATION			
Funding Division	Today's Date	# Original Contra	acts	-		dget Account Code	(20 digits)
CASE Contracting Party	9/30/22	PEP # (if applicabl	(a)	19931144399922-62990000           Is Contracting Party an Employee of HCDE? If yes, which division?			
Spring Branch ISD							
Description of Services:					loroni		
Interlocal Agreement between CASE Pay.	for Kids Debate	-			urnamen		plemental Duty
Type of Contract		Contract Fiscal Ye	ear	HCDE Contract?		Term	
Interlocal		2022-2023	Y	es (HCDE Contract)	From:	9/16/2022	8/31/2023
		SECTION 2 – CO	ONTR	ACT TYPE			
Expenditure contract less than \$75,00	0 (Check if Boar	rd Approval is Req	uired)		Amount:	\$8,	000.00
SECTION 3 -	COMPLIANC	E WITH POLIC	Y CH	(LOCAL) PURCHAS	ING AU	THORITY	
The Board has approved entering into	this contract for	r political/lobbying	g servi	ces. 🛛 N/A 🗌	No 🗌	$Yes-\operatorname{Click}$ here to	o enter a date.
	SECTIO	N 4 – CONTRAC	CT RE	VIEW CHECKLIST			
This contract was previously revi	ewed by HCDE	attorney (Note tha	t all te	mplates have been revie	ewed by	attorney) – Skip t	to Section 5
This contract was NOT previousl	y reviewed by H	CDE attorney (con	nplete	fields below)			
Date I reviewed contract using	the Contract Rev	view Checklist:	Clic	k here to enter a date.			
Exceptions Found? Clic	k here to select o	one.					
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This contract was reviewed by Te			(initia	uls)			
This contract was reviewed by Fa	cilities		(initia	ıls)			
SEC	TION 5 – REQ	UIRED ACKNOV	WLED	GEMENT AND SIGN	ATUR	ES	
I certify to the best of my knowledge t and all activities related to the progra and contract guidelines created to en	um will be condu	cted in accordanc	e with				
In addition, I certify that the Con will have direct,		contact with stud	lents d	on a regular basis.			
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Employee Completing this form	rales	Date	Fun	ding Division Director	's signa	ture	Date
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Contract Reviewer: Ina C. Johnson		Vendor		□ EICC		ate: Oct 20, 202 M's Check (Debar	
$\Box$ Vendor Packet $\Box$ Form 1295	Cer	tification 🗆 R	esume	Checklist	No)		
$\Box$ Board Action Item – $\Box$ Revenue	-			gned by Assistant Supe		-	Oct 20, 2022
□ Board Information Item				eturned to Division or:_			
<ul> <li>Contract Approved by Board</li> <li>Contract Signed by Superintender</li> </ul>				ate Returned:	d	Datum ana aniain	al to Dunchasin a
□ Expenditure Contract (For Approv		::   ::		dditional Signatures Re hen obtained	quiieu –	Return one origit	iai to ruichashig
NOTES:	CASE and SBISD_\$8,000; ILA will be ratifed 11/16/2022						
		_φ0,000	, IL				0/2022

### Interlocal Agreement between Harris County Department of Education & Spring Branch ISD for HCDE CASE Debates

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 Spring Branch ISD, an independent school district and/or ISD school ("ISD"), located in Houston, TX, 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.

HCDE, HCDE's Center for Afterschool, Summer and Enrichment for Kids ("CASE for Kids"), and Houston Urban Debate League ("HUDL") operate a joint project, "HCDE CASE Debates" to provide debate programs and camps for at-risk teens in Harris County school districts.

Both HCDE and ISD desire to set forth, in writing, the terms and conditions of their agreement relating to ISD's participation in HCDE CASE Debates.

### **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. <u>Term</u>. This Agreement shall be for the period beginning **September 16, 2022 and ending August 31, 2023**. Subject to the receipt of sufficient appropriated funds from HCDE and HCDE's written approval, this Agreement may be renewed for additional year(s).
- 2. <u>Compensation and Funding</u>. Subject to the following paragraphs, HCDE will pay the ISD an amount not to exceed \$8,000 for providing the ISD's CASE Debates progam coach(s) supplemental duty pay at Spring Woods High School and Westchester Academy for International Studies campuses to serve at least four (4) but no more than twenty-five (25) students ("Coach's Supplemental Duty Pay").

HCDE will only pay the maximum of \$4,000.00 per campus to the ISD regardless of the number of CASE Debates Coaches assigned by the ISD. The ISD assumes responsibility for how the Coach's Supplemental Duty Pay received from HCDE may be divided between one or more CASE Debates coaches. The ISD must submit a Stipend Verification Form detailing expectations of the project were met with supporting documentation for the CASE Debates project and an invoice in order to receive payment of the Coach's Supplemental Duty Pay. HCDE will pay the ISD within 30 days of receiving an invoice and the project documentation required herein. Only invoices for allowable expenses, per grant fiscal guidelines, incurred during the Term of this Agreement will be paid by HCDE. The ISD

waives any statutory right to interest the ISD may have under Chapter 2251 of the Texas Government Code.

The ISD may be eligible for a prorated amount, in HCDE's sole discretion, if the ISD is unable to maintain its CASE Debates project in accordance with the project description, including all requirements listed herein, including, but not necessarily limited to: maintaining an assigned CASE Debates Coach in the ISD where the CASE Debates programs are provided; offering debate practice during non-regular school hours; maintain the number of students served in the ISD by the CASE Debates project; and fulfillment of the total number of events attended. It is expected that the ISD will meet 80% of the project's requirements. The ISD agrees that if any time after [January 20, 2023], the HCDE CASE for Kids Director determines that the ISD does not have a realistic action plan to meet at least 80% of the project guidelines, HCDE reserves the right to reduce the Coach's stipend by 50%.

3. <u>Agreement</u>. This Agreement and the attached and incorporated addenda 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.

### 4. Purpose and Scope of Work.

### A. HCDE agrees to:

- I. Provide a Coach's Supplemental Duty Pay not to exceed \$4,000 per campus;
- II. For in-person events provide coordination and cost of transportation to and from CASE Debates seminars, tournaments, and other sponsored activities;
- III. Conduct CASE Debates seminars, tournaments, and other sponsored activities, as determined by HCDE;
- IV. For in-person events provide breakfast, lunch, and snack at CASE Debates seminars, tournaments and field trips; dinner is provided at all tournament activities;
- V. Provide scholarships for selected students to participate in the HUDL and CASE Debates Summer Debate Camp, in HCDE's sole discretion and subject to scholarship eligibility requirements set by HCDE and/or HUDL;
- VI. Provide technical assistance, training, and coach support;
- VII. Provide curriculum, materials and a starter supply kit; and
- VIII. Provide registration forms that include parental consent for participation, program evaluation, media use, and release of FERPA-protected student information to HCDE;
- IX.Through the sponsorship of HUDL, provide payment of expenses associated with the National Association for Urban Debate Leagues (NAUDL) Urban Debate League National Championship in Dallas, TX (March 31-April 2, 2023) for HUDL City Championship team qualifiers (First Place and Second Place winners and their coach) and World Schools Teams to compete in the National Speech and Debate Association (NSDA) Tournament online (June 11-16, 2023).

### **B. ISD agrees to:**

I. Appoint one (1) or two (2) CASE Debates coaches at each participating campus to coach students in preparation of CASE Debates tournaments; the

coach should be associated with the campus and be familiar with teaching students;

- II. Offer a CASE Debates practice no less than (1) day a week and one (1) hour, during non-regular school hours (i.e. before school, after school, weekend, etc.) during debate season (September 1, 2022 May 1, 2023); classes may continue through the Spring 2023 semester in preparation of CASE Debates approved national qualifying tournaments, school year 2022-2023 and summer camp;
- III. Provide the CASE Debates program to at least the four (4) but no more than twenty-five (25) students per participating campus; more than twenty (20) students per participating campus may participate with HCDE's prior written consent;
- IV. Attend at least four (4) CASE Debates events with at least four (4) or more students; these events include seminars, tournaments, and other approved CASE Debates and HUDL sponsored events;
- V. Be available to serve as a CASE Debates Tournament judge if and when needed;
- VI. Secure permissions from students' parents/guardians on forms for program participation, program evaluation, media releases, and release of FERPA-protected information to HCDE, as requested by HCDE;
- VII. Comply with all ISD procedures for student travel on field trips;
- VIII. Maintain responsibility for supervision of all students participating in the HCDE CASE Debates program and activities as well as follow district and CASE Debates code of conduct;
- IX. Enter student attendance records for students' attendance at CASE Debates tournaments into Speechwire and other attendance record management;
- X. Participate in ongoing evaluation of the CASE Debates program, including, but not limited to, student, parent, and teacher surveys, as well as focus groups;
- XI. Collect and provide student level data requested by HCDE to HCDE no later than May 31, 2023 for each student for whom FERPA consent to release student level data has been obtained; student level data shall include, but is not limited to the following: grade level, attendance, ethnicity, gender, STAAR scores, TAKS scores, grades, Stanford Achievement scores, conduct scores, end of course scores, and disciplinary reports for students in the CASE Debates program. All student level data shall be used for purposes of program evaluation and education research; and
- XII. Participation in site visits throughout the CASE Debates season to assess program quality;
- XIII. Campuses that have an interest in competing in the HUDL City Championship and National qualifying tournaments must meet the following requirements: each member of the debate team must attend three (3) regular season 2022-2023 HCDE CASE Debates tournaments and compete at the varsity level at the pre-qualifying tournament on (February 11, 2023). The HUDL City Championship on (March 4, 2023) is predicated on previous participation and qualification. Qualifiers (First Place and Second Place winners) at the HUDL City Championship will be eligible to compete in the National Association for Urban Debate League (NAUDL) Urban Debate League National Championship (for CX Debate) (March 31-

April 2, 2023), and World Schools Teams would compete in the National Speech and Debate Association (NSDA) National Tournament in Phoenix, AZ (June 11-16, 2023)

XIV. If ISD requires an additional chaperone to attend out of state tournaments, ISD must inform CASE for Kids, in writing, prior to HUDL City Championship pre-qualifying tournament on (March 4, 2023).

### C. Performance of Obligations during COVID-19 pandemic:

Due to the currently ongoing COVID-19 pandemic, the Parties agree that either Party may perform its obligations under this Agreement virtually and/or remotely, as deemed appropriate by the performing Party. Without limiting the foregoing, for the Fall 2022 semester, all CASE Debates program activities under this Agreement, including, without limitation, CASE Debates tournaments, may in HCDE's sole discretion occur online/remotely. HCDE CASE Debates reserves the right to extend online/remote CASE Debates activities past the Fall 2022 semester, in its sole discretion, and shall notify the ISD whether CASE Debates activities for the Spring 2023 semester and beyond will be held online/remotely or in-person.

The ISD is solely responsible for the provision and cost of all equipment, technology, Internet service/capabilities, networking, and the like required to participate in CASE Debates program activities online/remotely. The ISD is further solely responsible for obtaining any required parental/guardian consent for students to participate in CASE Debates program activities online/remotely. HCDE will not be responsible for any costs necessitated or incurred due to online/remote participation.

The parties agree to reasonably cooperate with each other to ensure that the duties, obligations, and rights of both Parties under this Agreement are timely fulfilled, to the maximum extent possible, while also taking into account the health and safety of each Party's employees, officers, agents, representatives, and students. The Parties encourage social distancing as a measure intended to minimize the spread of disease in response to the current health situation.

- 5. <u>Payments</u>. 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.
- 6. <u>Piggybacking on HCDE-Procured Contracts.</u> Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, the District may, in its discretion, enter into separate and independent contracts with CASE Afterschool and Summer District Service Providers, procured by HCDE in accordance with Section 44.031 of the Texas Education Code, that employ the same negotiated terms and conditions contained in an existing contract(s) between HCDE and the Direct Service Provider.

If the ISD elects to piggyback off of one of HCDE's contracts with CASE Afterschool and Summer Direct Service Providers, the ISD shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee
to the ISD for use of HCDE contracts with Direct Service Providers. The District shall make payments directly to vendors/Direct Service Providers. The ISD shall be responsible for ordering, inspecting, and accepting the goods and services purchased by utilizing one of HCDE's contracts with Direct Service Providers. The ISD shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivery, as set forth between the ISD and the vendor. HCDE is not responsible or liable for the performance of any vendor used by the ISD as a result of this Agreement or the ISD's piggybacking off on of HCDE's contracts with Direct Service Providers.

- 7. <u>Compliance with Laws</u>. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement, including, without limitation, the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA").
- 8. <u>Termination</u>. 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.
- 9. <u>Assignment</u>. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by the ISD without the prior written acknowledgment and authorization of HCDE.
- 10. <u>Conflict of Interest</u>. During the Term of HCDE's service to ISD, ISD, its personnel and agents, shall not, directly or indirectly, whether for ISD'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.
- 11. <u>Contract Amendment</u>. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
- 12. <u>Notice</u>. 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	Spring Branch ISD
Attn: James Colbert, Jr.	Attn: Richard Gay
County School Superintendent	Title: Richard L Gay
6300 Irvington Blvd.	Address: 955 Campbell Road
Houston, Texas 77022	City, State, Zip: Houston, TX 77024
713-694-6300	Phone: 713-251-1101
	Email: richard.gay@springbranchisd.com

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.

13. <u>Relation of Parties</u>. It is the intention of the parties that ISD 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 ISD or HCDE and any of ISD's representatives. This Agreement does not create a joint venture or business partnership under Texas law.

ISD is solely responsible for the supervision, daily direction and control, and payment (including payment of the Coach's Supplemental Duty Pay to ISD's coach(es)), payment of salary (including withholding of income taxes, social security and any other required withholdings), insurance, worker's compensation, disability benefits and like requirements and obligations of the ISD's employees, agents, volunteers, and representatives. The ISD agrees that HCDE has no responsibility for any conduct of any ISD employee, agent, volunteer, or representative.

- 14. <u>Non-Exclusivity of Services</u>. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide ISD with programs or services. During the Term of this Agreement, ISD 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.
- 15. <u>Disclaimer</u>. 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.
- 16. <u>Limitation of Liability</u>. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
  - Neither Party waives any immunity afforded to it, their employees, officers, or agents 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.
- 17. <u>Severability</u>. 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.
- 18. <u>Governing Law and Venue</u>. 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.

- 19. 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.
- 20. 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.
- 21. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
- 22. 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 ISD have executed this Agreement to be effective on the date specified in Article 1. Term above:

Spring Branch ISD	Harris County Department of Education		
Name of ISD			
Richard Gay Richard Gay (Oct 20, 2022 12:56 CDT)	<i>Jesus Amezcua for James Colbert Jr.</i> Jesus Amezcua for James Colbert Jr. (Oct 20, 2022 17:48 CDT)		
Authorized Signature			
Richard Gay	James Colbert, Jr.		
Printed Name			
Richard L Gay	County School Superintendent		
Title			
Oct 20, 2022	Oct 20, 2022		
Date	Date		
Type of Local Governmental Entity (select one)	):		
School District ISD School			

# HCDE CASE for Kids-Debate Program Spring Branch ISD Interlocal-FY23

#### Final Audit Report

2022-10-20

Created:	2022-10-20
Ву:	Kimberlee Flowers (kflowers@hcde-texas.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4WcGYLEOz-q3KZKAP-O4CsF8f8jJGN9C

## "HCDE CASE for Kids-Debate Program Spring Branch ISD Interl ocal-FY23" History

- Document created by Kimberlee Flowers (kflowers@hcde-texas.org) 2022-10-20 - 5:49:32 PM GMT- IP address: 170.39.204.224
- Document emailed to Richard Gay (richard.gay@springbranchisd.com) for signature 2022-10-20 - 5:53:53 PM GMT
- Email viewed by Richard Gay (richard.gay@springbranchisd.com) 2022-10-20 - 5:55:05 PM GMT- IP address: 168.69.135.100
- Document e-signed by Richard Gay (richard.gay@springbranchisd.com) Signature Date: 2022-10-20 - 5:56:48 PM GMT - Time Source: server- IP address: 168.69.135.100
- Document emailed to Jimi Morales (jimi.morales@hcde-texas.org) for signature 2022-10-20 - 5:56:50 PM GMT
- Email viewed by Jimi Morales (jimi.morales@hcde-texas.org) 2022-10-20 - 5:57:06 PM GMT- IP address: 172.56.48.113
- Document e-signed by Jimi Morales (jimi.morales@hcde-texas.org) Signature Date: 2022-10-20 - 6:50:07 PM GMT - Time Source: server- IP address: 170.39.204.224
- Document emailed to Trina Finley (tfinley@hcde-texas.org) for signature 2022-10-20 - 6:50:11 PM GMT
- Email viewed by Trina Finley (tfinley@hcde-texas.org) 2022-10-20 - 7:30:28 PM GMT- IP address: 104.47.73.254
- Document e-signed by Trina Finley (tfinley@hcde-texas.org) Signature Date: 2022-10-20 - 7:32:00 PM GMT - Time Source: server- IP address: 170.39.204.224

#### Adobe Acrobat Sign

×,	Document emailed to Lisa Caruthers (Icaruthers@hcde-texas.org) for signature 2022-10-20 - 7:32:02 PM GMT
1	Email viewed by Lisa Caruthers (Icaruthers@hcde-texas.org) 2022-10-20 - 8:14:45 PM GMT- IP address: 170.39.204.224
Ø <sub>e</sub>	Document e-signed by Lisa Caruthers (Icaruthers@hcde-texas.org) Signature Date: 2022-10-20 - 8:14:55 PM GMT - Time Source: server- IP address: 170.39.204.224
	Document emailed to Edna Johnson (edna.johnson@hcde-texas.org) for signature 2022-10-20 - 8:14:57 PM GMT
1	Email viewed by Edna Johnson (edna.johnson@hcde-texas.org) 2022-10-20 - 9:00:51 PM GMT- IP address: 170.39.204.224
Ó <sub>e</sub>	Document e-signed by Edna Johnson (edna.johnson@hcde-texas.org) Signature Date: 2022-10-20 - 9:05:14 PM GMT - Time Source: server- IP address: 170.39.204.224
×,	Document emailed to Jesus Amezcua (jamezcua@hcde-texas.org) for signature 2022-10-20 - 9:05:16 PM GMT
Ð	Email viewed by Jesus Amezcua (jamezcua@hcde-texas.org) 2022-10-20 - 10:47:04 PM GMT- IP address: 72.20.137.22
Ó <sub>e</sub>	Signer Jesus Amezcua (jamezcua@hcde-texas.org) entered name at signing as Jesus Amezcua for James Colbert Jr. 2022-10-20 - 10:48:00 PM GMT- IP address: 72,20,137,22
Ó <sub>e</sub>	Document e-signed by Jesus Amezcua for James Colbert Jr. (jamezcua@hcde-texas.org) Signature Date: 2022-10-20 - 10:48:01 PM GMT - Time Source: server- IP address: 72.20.137.22

Agreement completed.
 2022-10-20 - 10:48:01 PM GMT



#### HARRIS COUNTY DEPARTMENT OF EDUCATION

#### **CONTRACT PROCESSING FORM (CPF)**

Contract requires approval fr	om: Super	intendent 🛛	011	Ass	sistant S	uperintende	ent
		FION 1 – CONTR	RACT	INFORMATION			
Funding Division	Today's Date	# Original Contra	acts	-		et Account Code	(20 digits)
CASE	9/30/22	1				2-62990000	
Contracting Party		RFP # (if applicabl	le)	Is Contracting Party an E		HCDE? If yes, w	which division?
Harmony Public Schools				No Yes, Div	1s10n:		
Description of Services: Interlocal Agreement between CASE Pay.	for Kids Debate	s and specified sch	100l dis	strict for the Debate Tou	ırnament y	ear Coach Sup	plemental Duty
Type of Contract		Contract Fiscal Ye	ear	HCDE Contract?		Term	
Interlocal		2022-2023	Ye	es (HCDE Contract)	From: 9/	/16/2022	8/31/2023
		SECTION 2 – CO	ONTR	ACT TYPE			
Expenditure contract less than \$75,00					Amount:		000.00
				(LOCAL) PURCHAS			
The Board has approved entering into	this contract for	r political/lobbying	g servic	es. $\square N/A \square$	No 🗌 Y	es — Click here to	o enter a date.
	SECTIO	N 4 – CONTRAC	CT RE	VIEW CHECKLIST			
<ul> <li>This contract was NOT previousl Date I reviewed contract using Exceptions Found? Clic</li> <li>This contract was reviewed by Pu</li> <li>This contract was reviewed by Te</li> <li>This contract was reviewed by Fa</li> </ul>	the Contract Rev k here to select or rchasing.	view Checklist:	-	c here to enter a date. ls)			
SEC	FION 5 – REO	UIRED ACKNOW	WLED	GEMENT AND SIGN	ATURES	1	
SECTION 5 – REQUIRED ACKNOWLEDGEMENT AND SIGNATURES         I certify to the best of my knowledge that the information contained in this document is correct and complete. I further certify that the program and all activities related to the program will be conducted in accordance with all applicable federal, state, and local laws including regulations and contract guidelines created to ensure accomplishment of this objective.         In addition, I certify that the Contractor:							
Employee Completing this form		Data	Euro	ling Division Divestor	?a aign atur		Data
Employee Completing this form Jimi Morales		Date	T	ling Division Director	's signatur	re	<b>Date</b> Oct 20, 2022
Kimberlee Akinuen	u.	10/18/2022		Lipsi.			Oct 20, 2022
		•	Us	a Caruthers (Oct 20, 2022 15:14 CDT)			- <del> </del>
	FOR	PURCHASING E	DIVISI	ON USE ONLY:			
Contract Reviewer: Cha . Johnson					Date	: Oct 20, 202	22
□ Vendor Packet □ Form 1295	Ce	rtification	esume	Checklist	No)	s Check (Debar	
$\Box$ Board Action Item – $\Box$ Revenue	□ Expenditure	$\Box$ Grant $\Box$ ILC		gned by Assistant Supe		-	Oct 20, 2022
□ Board Information Item		::		eturned to Division or:			
Contract Approved by Board				ate Returned:	· · · -		1
Contract Signed by Superintender				ditional Signatures Rec	quired – Ro	eturn one origir	nal to Purchasing
Expenditure Contract (For Approv NOTES:	val Only) Date		Wľ	ien obtained			
CASE & Har	mony P	ublic Scł	ססר	ls_\$4,000;	Rati	fy 11/10	6/2022

#### Interlocal Agreement between Harris County Department of Education & Harmony Public Schools for HCDE CASE Debates

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 Harmony Public Schools, an independent school district and/or charter school ("CHARTER"), located in Houston, TX, 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.

HCDE, HCDE's Center for Afterschool, Summer and Enrichment for Kids ("CASE for Kids"), and Houston Urban Debate League ("HUDL") operate a joint project, "HCDE CASE Debates" to provide debate programs and camps for at-risk teens in Harris County school districts.

Both HCDE and CHARTER desire to set forth, in writing, the terms and conditions of their agreement relating to CHARTER's participation in HCDE CASE Debates.

#### **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. <u>Term</u>. This Agreement shall be for the period beginning **September 16, 2022 and ending August 31, 2023**. Subject to the receipt of sufficient appropriated funds from HCDE and HCDE's written approval, this Agreement may be renewed for additional year(s).
- 2. <u>Compensation and Funding</u>. Subject to the following paragraphs, HCDE will pay the CHARTER an amount not to exceed \$4,000 for providing the CHARTER's CASE Debates progam coach(s) supplemental duty pay at Harmony School of Advancement campus to serve at least four (4) but no more than twenty-five (25) students ("Coach's Supplemental Duty Pay").

HCDE will only pay the maximum of \$4,000.00 per campus to the CHARTER regardless of the number of CASE Debates Coaches assigned by the CHARTER. The CHARTER assumes responsibility for how the Coach's Supplemental Duty Pay received from HCDE may be divided between one or more CASE Debates coaches. The CHARTER must submit a Stipend Verification Form detailing expectations of the project were met with supporting documentation for the CASE Debates project and an invoice in order to receive payment of the Coach's Supplemental Duty Pay. HCDE will pay the CHARTER within 30 days of receiving an invoice and the project documentation required herein. Only invoices for allowable expenses, per grant fiscal guidelines, incurred during the Term of this Agreement will be paid by HCDE. The CHARTER waives any statutory right to interest the CHARTER may have under Chapter 2251 of the Texas Government Code.

The CHARTER may be eligible for a prorated amount, in HCDE's sole discretion, if the CHARTER is unable to maintain its CASE Debates project in accordance with the project description, including all requirements listed herein, including, but not necessarily limited to: maintaining an assigned CASE Debates Coach in the CHARTER where the CASE Debates programs are provided; offering debate practice during non-regular school hours; maintain the number of students served in the CHARTER by the CASE Debates project; and fulfillment of the total number of events attended. It is expected that the CHARTER will meet 80% of the project's requirements. The CHARTER agrees that if any time after [January 20, 2023], the HCDE CASE for Kids Director determines that the CHARTER does not have a realistic action plan to meet at least 80% of the project guidelines, HCDE reserves the right to reduce the Coach's stipend by 50%.

3. <u>Agreement</u>. This Agreement and the attached and incorporated addenda 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.

#### 4. Purpose and Scope of Work.

#### A. HCDE agrees to:

- I. Provide a Coach's Supplemental Duty Pay not to exceed \$4,000 per campus;
- II. For in-person events provide coordination and cost of transportation to and from CASE Debates seminars, tournaments, and other sponsored activities;
- III. Conduct CASE Debates seminars, tournaments, and other sponsored activities, as determined by HCDE;
- IV. For in-person events provide breakfast, lunch, and snack at CASE Debates seminars, tournaments and field trips; dinner is provided at all tournament activities;
- V. Provide scholarships for selected students to participate in the HUDL and CASE Debates Summer Debate Camp, in HCDE's sole discretion and subject to scholarship eligibility requirements set by HCDE and/or HUDL;
- VI. Provide technical assistance, training, and coach support;
- VII. Provide curriculum, materials and a starter supply kit; and
- VIII. Provide registration forms that include parental consent for participation, program evaluation, media use, and release of FERPA-protected student information to HCDE;
- IX. Through the sponsorship of HUDL, provide payment of expenses associated with the National Association for Urban Debate Leagues (NAUDL) Urban Debate League National Championship in Dallas, TX (March 31-April 2, 2023) for HUDL City Championship team qualifiers (First Place and Second Place winners and their coach) and World Schools Teams to compete in the National Speech and Debate Association (NSDA) Tournament online (June 11-16, 2023).

#### **B.** CHARTER agrees to:

I. Appoint one (1) or two (2) CASE Debates coaches at each participating campus to coach students in preparation of CASE Debates tournaments; the

coach should be associated with the campus and be familiar with teaching students;

- II. Offer a CASE Debates practice no less than (1) day a week and one (1) hour, during non-regular school hours (i.e. before school, after school, weekend, etc.) during debate season (September 1, 2022 May 1, 2023); classes may continue through the Spring 2023 semester in preparation of CASE Debates approved national qualifying tournaments, school year 2022-2023 and summer camp;
- III. Provide the CASE Debates program to at least the four (4) but no more than twenty-five (25) students per participating campus; more than twenty (20) students per participating campus may participate with HCDE's prior written consent;
- IV. Attend at least four (4) CASE Debates events with at least four (4) or more students; these events include seminars, tournaments, and other approved CASE Debates and HUDL sponsored events;
- V. Be available to serve as a CASE Debates Tournament judge if and when needed;
- VI. Secure permissions from students' parents/guardians on forms for program participation, program evaluation, media releases, and release of FERPA-protected information to HCDE, as requested by HCDE;
- VII. Comply with all CHARTER procedures for student travel on field trips;
- VIII. Maintain responsibility for supervision of all students participating in the HCDE CASE Debates program and activities as well as follow district and CASE Debates code of conduct;
- IX. Enter student attendance records for students' attendance at CASE Debates tournaments into Speechwire and other attendance record management;
- X. Participate in ongoing evaluation of the CASE Debates program, including, but not limited to, student, parent, and teacher surveys, as well as focus groups;
- XI. Collect and provide student level data requested by HCDE to HCDE no later than May 31, 2023 for each student for whom FERPA consent to release student level data has been obtained; student level data shall include, but is not limited to the following: grade level, attendance, ethnicity, gender, STAAR scores, TAKS scores, grades, Stanford Achievement scores, conduct scores, end of course scores, and disciplinary reports for students in the CASE Debates program. All student level data shall be used for purposes of program evaluation and education research; and
- XII. Participation in site visits throughout the CASE Debates season to assess program quality;
- XIII. Campuses that have an interest in competing in the HUDL City Championship and National qualifying tournaments must meet the following requirements: each member of the debate team must attend three (3) regular season 2022-2023 HCDE CASE Debates tournaments and compete at the varsity level at the pre-qualifying tournament on (February 11, 2023). The HUDL City Championship on (March 4, 2023) is predicated on previous participation and qualification. Qualifiers (First Place and Second Place winners) at the HUDL City Championship will be eligible to compete in the National Association for Urban Debate League (NAUDL) Urban Debate League National Championship (for CX Debate) (March 31-

April 2, 2023), and World Schools Teams would compete in the National Speech and Debate Association (NSDA) National Tournament in Phoenix, AZ (June 11-16, 2023)

XIV. If CHARTER requires an additional chaperone to attend out of state tournaments, CHARTER must inform CASE for Kids, in writing, prior to HUDL City Championship pre-qualifying tournament on (March 4, 2023).

#### C. Performance of Obligations during COVID-19 pandemic:

Due to the currently ongoing COVID-19 pandemic, the Parties agree that either Party may perform its obligations under this Agreement virtually and/or remotely, as deemed appropriate by the performing Party. Without limiting the foregoing, for the Fall 2022 semester, all CASE Debates program activities under this Agreement, including, without limitation, CASE Debates tournaments, may in HCDE's sole discretion occur online/remotely. HCDE CASE Debates reserves the right to extend online/remote CASE Debates activities past the Fall 2022 semester, in its sole discretion, and shall notify the CHARTER whether CASE Debates activities for the Spring 2023 semester and beyond will be held online/remotely or in-person.

The CHARTER is solely responsible for the provision and cost of all equipment, technology, Internet service/capabilities, networking, and the like required to participate in CASE Debates program activities online/remotely. The CHARTER is further solely responsible for obtaining any required parental/guardian consent for students to participate in CASE Debates program activities online/remotely. HCDE will not be responsible for any costs necessitated or incurred due to online/remote participation.

The parties agree to reasonably cooperate with each other to ensure that the duties, obligations, and rights of both Parties under this Agreement are timely fulfilled, to the maximum extent possible, while also taking into account the health and safety of each Party's employees, officers, agents, representatives, and students. The Parties encourage social distancing as a measure intended to minimize the spread of disease in response to the current health situation.

- 5. <u>Payments</u>. 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.
- 6. <u>Piggybacking on HCDE-Procured Contracts.</u> Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, the District may, in its discretion, enter into separate and independent contracts with CASE Afterschool and Summer District Service Providers, procured by HCDE in accordance with Section 44.031 of the Texas Education Code, that employ the same negotiated terms and conditions contained in an existing contract(s) between HCDE and the Direct Service Provider.

If the CHARTER elects to piggyback off of one of HCDE's contracts with CASE Afterschool and Summer Direct Service Providers, the CHARTER shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE

does not assess a fee to the CHARTER for use of HCDE contracts with Direct Service Providers. The District shall make payments directly to vendors/Direct Service Providers. The CHARTER shall be responsible for ordering, inspecting, and accepting the goods and services purchased by utilizing one of HCDE's contracts with Direct Service Providers. The CHARTER shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivery, as set forth between the CHARTER and the vendor. HCDE is not responsible or liable for the performance of any vendor used by the CHARTER as a result of this Agreement or the CHARTER's piggybacking off on of HCDE's contracts with Direct Service Providers.

- 7. <u>Compliance with Laws</u>. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement, including, without limitation, the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA").
- 8. <u>Termination</u>. 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.
- 9. <u>Assignment</u>. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by the CHARTER without the prior written acknowledgment and authorization of HCDE.
- 10. <u>Conflict of Interest</u>. During the Term of HCDE's service to CHARTER, CHARTER, its personnel and agents, shall not, directly or indirectly, whether for CHARTER'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.
- 11. <u>Contract Amendment</u>. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
- 12. <u>Notice</u>. 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	Harmony Public Schools
Attn: James Colbert, Jr.	Attn: Emin Cavusoglu
County School Superintendent	Title: Area Superintendent
6300 Irvington Blvd.	Address: 3203 N Sam Houston Pkwy W
Houston, Texas 77022	City, State, Zip: Houston, TX 77038
713-694-6300	Phone: 281-444-1555
	Email: ecavusoglu@harmonytx.org

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

13. <u>Relation of Parties</u>. It is the intention of the parties that CHARTER 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 CHARTER or HCDE and any of CHARTER's representatives. This Agreement does not create a joint venture or business partnership under Texas law.

CHARTER is solely responsible for the supervision, daily direction and control, and payment (including payment of the Coach's Supplemental Duty Pay to CHARTER's coach(es)), payment of salary (including withholding of income taxes, social security and any other required withholdings), insurance, worker's compensation, disability benefits and like requirements and obligations of the CHARTER's employees, agents, volunteers, and representatives. The CHARTER agrees that HCDE has no responsibility for any conduct of any CHARTER employee, agent, volunteer, or representative.

- 14. <u>Non-Exclusivity of Services</u>. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide CHARTER with programs or services. During the Term of this Agreement, CHARTER 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.
- 15. <u>Disclaimer</u>. 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.
- 16. <u>Limitation of Liability</u>. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
  - Neither Party waives any immunity afforded to it, their employees, officers, or agents 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.
- 17. <u>Severability</u>. 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.
- 18. <u>Governing Law and Venue</u>. 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.

- 19. 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.
- 20. 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.
- 21. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
- 22. 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 CHARTER have executed this Agreement to be effective on the date specified in Article 1. Term above:

#### Harmony School of Advancement

Harris County Department of Education

Name of CHARTER

Emin Cavusoglu

Authorized Signature

Emin Cavusoglu

Printed Name

Area Superintendent

Title

Oct 20, 2022

Date

Type of Local Governmental Entity (select one):

□ School District Charter School

Jesus Amezcua for James Colbert Jr.

James Colbert, Jr.

**County School Superintendent** 

Oct 20, 2022

Date

# HCDE-CASE for Kids Debates Program-Harmony Public Schools Interlocal-FY23

#### Final Audit Report

2022-10-20

Created:	2022-10-20
Ву:	Kimberlee Flowers (kflowers@hcde-texas.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIK6GgInAXRo-ecSV1xya_bZ2WTIOR_kS

## "HCDE-CASE for Kids Debates Program- Harmony Public Scho ols Interlocal-FY23" History

- Document created by Kimberlee Flowers (kflowers@hcde-texas.org) 2022-10-20 - 5:26:30 PM GMT- IP address: 170.39.204.224
- Document emailed to Emin Cavusoglu (ecavusoglu@harmonytx.org) for signature 2022-10-20 - 5:31:04 PM GMT
- Email viewed by Emin Cavusoglu (ecavusoglu@harmonytx.org) 2022-10-20 - 5:48:39 PM GMT- IP address: 172.225.18.67
- Document e-signed by Emin Cavusoglu (ecavusoglu@harmonytx.org) Signature Date: 2022-10-20 - 7:35:47 PM GMT - Time Source: server- IP address: 97.105.216.122
- Document emailed to Jimi Morales (jimi.morales@hcde-texas.org) for signature 2022-10-20 - 7:35:49 PM GMT
- Email viewed by Jimi Morales (jimi.morales@hcde-texas.org) 2022-10-20 - 7:36:05 PM GMT- IP address: 170.39.204.224
- Document e-signed by Jimi Morales (jimi.morales@hcde-texas.org) Signature Date: 2022-10-20 - 7:36:21 PM GMT - Time Source: server- IP address: 170.39.204.224
- Document emailed to Trina Finley (tfinley@hcde-texas.org) for signature 2022-10-20 - 7:36:23 PM GMT
- Email viewed by Trina Finley (tfinley@hcde-texas.org) 2022-10-20 - 7:36:57 PM GMT- IP address: 104.47.74.126
- Document e-signed by Trina Finley (tfinley@hcde-texas.org) Signature Date: 2022-10-20 - 7:39:05 PM GMT - Time Source: server- IP address: 170.39.204.224

#### Adobe Acrobat Sign

×,	Document emailed to Lisa Caruthers (lcaruthers@hcde-texas.org) for signature 2022-10-20 - 7:39:07 PM GMT
1	Email viewed by Lisa Caruthers (Icaruthers@hcde-texas.org) 2022-10-20 - 8:14:16 PM GMT- IP address: 170.39.204.224
Ó <sub>e</sub>	Document e-signed by Lisa Caruthers (Icaruthers@hcde-texas.org) Signature Date: 2022-10-20 - 8:14:24 PM GMT - Time Source: server- IP address: 170.39.204.224
×,	Document emailed to Edna Johnson (edna.johnson@hcde-texas.org) for signature 2022-10-20 - 8:14:26 PM GMT
Ð	Email viewed by Edna Johnson (edna.johnson@hcde-texas.org) 2022-10-20 - 8:14:45 PM GMT- IP address: 170.39.204.224
Ó <sub>e</sub>	Document e-signed by Edna Johnson (edna.johnson@hcde-texas.org) Signature Date: 2022-10-20 - 9:11:32 PM GMT - Time Source: server- IP address: 170.39.204.224
×,	Document emailed to Jesus Amezcua (jamezcua@hcde-texas.org) for signature 2022-10-20 - 9:11:34 PM GMT
Ð	Email viewed by Jesus Amezcua (jamezcua@hcde-texas.org) 2022-10-20 - 10:45:24 PM GMT- IP address: 72.20.137.22
Ó <sub>e</sub>	Signer Jesus Amezcua (jamezcua@hcde-texas.org) entered name at signing as Jesus Amezcua for James Colbert Jr. 2022-10-20 - 10:46:01 PM GMT- IP address: 72,20,137,22
Ó <sub>e</sub>	Document e-signed by Jesus Amezcua for James Colbert Jr. (jamezcua@hcde-texas.org) Signature Date: 2022-10-20 - 10:46:03 PM GMT - Time Source: server- IP address: 72.20.137.22

Agreement completed. 2022-10-20 - 10:46:03 PM GMT



#### HARRIS COUNTY DEPARTMENT OF EDUCATION

#### **CONTRACT PROCESSING FORM (CPF)**

Contract requires approval fr	om: Super	intendent 🖂	_	Ass	sistant	Superintend	ent
	SECT	TION 1 – CONTR	ACT	INFORMATION			
Funding Division	Today's Date	# Original Contrac	cts	-		dget Account Code	(20 digits)
CASE	9/30/22	1	>			922-62990000	1.1.1.1
Contracting Party		RFP # (if applicable	e)	Is Contracting Party an I		e of HCDE? If yes,	which division?
Yes Public Schools (Southeast) Description of Services:					ISIOII:		
Interlocal Agreement between CASE Pay.	for Kids Debate	s and specified sch	ool di	strict for the Debate To	urnamen	it year Coach Sup	plemental Duty
Type of Contract		Contract Fiscal Yes	ar	HCDE Contract?		Term	
Interlocal		2022-2023	Y	es (HCDE Contract)	From:	9/16/2022	8/31/2023
		SECTION 2 – CO	ONTR	АСТ ТҮРЕ	1	_	
Expenditure contract less than \$75,00	0 (Check if Boar	rd Approval is Requ	uired)		Amount:	\$4,	,000.00
				(LOCAL) PURCHAS	ING AU	JTHORITY	
The Board has approved entering into	this contract for	r political/lobbying	servi	ces. $\square$ N/A $\square$	No 🗌	Yes – Click here t	o enter a date.
				VIEW CHECKLIST			
<ul> <li>This contract was reviewed by Pu</li> <li>This contract was reviewed by Te</li> <li>This contract was reviewed by Fa</li> </ul>	y reviewed by H the Contract Rev k here to select our inchasing. echnology icilities	CDE attorney (con view Checklist: one.	nplete Clic (initia (initia	fields below) k here to enter a date. als) als)			to Section 5
SECTION 5 – REQUIRED ACKNOWLEDGEMENT AND SIGNATURES         I certify to the best of my knowledge that the information contained in this document is correct and complete. I further certify that the program and all activities related to the program will be conducted in accordance with all applicable federal, state, and local laws including regulations and contract guidelines created to ensure accomplishment of this objective.         In addition, I certify that the Contractor:       will have direct, unsupervised contact with students on a regular basis.							
will NOT have di	rect, unsuperv	ised contact with	stud	ents on a regular bas	sis.		
Employee Completing this form		Date		ding Division Director	's signa	ture	Date
Kimberlee Akinyen	los 1/2/ CUTI 	10/18/2022	Una Car	- im Ary 	_		Oct 21, 2022 Oct 21, 2022
	FOR	PURCHASING D	IVIS	ION USE ONLY:			
Contract Reviewer: Aux Johnson Vendor Packet □ Form 1295 Board Action Item - □ Revenue Board Information Item Contract Approved by Board Contract Signed by Superintender Expenditure Contract (For Approv	Cer Expenditure Date Date	::   ::   ::	Si R C A	☐ EICC Checklist gned by Assistant Supe eturned to Division or:_ Date Returned: dditional Signatures Re- hen obtained	□ SAN No) rintende		rred □Yes □ 0ct 21, 2022
CASE and YE	S Prep	(SE)_\$4,0	00;	ILA will be I	RAT	IFIED 11	/16/2022

#### Interlocal Agreement between Harris County Department of Education & YES Public Schools for HCDE CASE Debates

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 YES Public Schools, an independent school district and/or charter school ("CHARTER"), located in Houston, TX, 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.

HCDE, HCDE's Center for Afterschool, Summer and Enrichment for Kids ("CASE for Kids"), and Houston Urban Debate League ("HUDL") operate a joint project, "HCDE CASE Debates" to provide debate programs and camps for at-risk teens in Harris County school districts.

Both HCDE and CHARTER desire to set forth, in writing, the terms and conditions of their agreement relating to CHARTER's participation in HCDE CASE Debates.

#### **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. <u>Term</u>. This Agreement shall be for the period beginning **September 16, 2022 and ending August 31, 2023**. Subject to the receipt of sufficient appropriated funds from HCDE and HCDE's written approval, this Agreement may be renewed for additional year(s).
- 2. <u>Compensation and Funding</u>. Subject to the following paragraphs, HCDE will pay the CHARTER an amount not to exceed \$4,000 for providing the CHARTER's CASE Debates progam coach(s) supplemental duty pay at YES Prep Southeast campus to serve at least four (4) but no more than twenty-five (25) students ("Coach's Supplemental Duty Pay").

HCDE will only pay the maximum of \$4,000.00 per campus to the CHARTER regardless of the number of CASE Debates Coaches assigned by the CHARTER. The CHARTER assumes responsibility for how the Coach's Supplemental Duty Pay received from HCDE may be divided between one or more CASE Debates coaches. The CHARTER must submit a Stipend Verification Form detailing expectations of the project were met with supporting documentation for the CASE Debates project and an invoice in order to receive payment of the Coach's Supplemental Duty Pay. HCDE will pay the CHARTER within 30 days of receiving an invoice and the project documentation required herein. Only invoices for allowable expenses, per grant fiscal guidelines, incurred during the Term of this Agreement will be paid by HCDE. The CHARTER waives any statutory right to interest the CHARTER may have under Chapter 2251 of the Texas Government Code. The CHARTER may be eligible for a prorated amount, in HCDE's sole discretion, if the CHARTER is unable to maintain its CASE Debates project in accordance with the project description, including all requirements listed herein, including, but not necessarily limited to: maintaining an assigned CASE Debates Coach in the CHARTER where the CASE Debates programs are provided; offering debate practice during non-regular school hours; maintain the number of students served in the CHARTER by the CASE Debates project; and fulfillment of the total number of events attended. It is expected that the CHARTER will meet 80% of the project's requirements. The CHARTER agrees that if any time after [January 20, 2023], the HCDE CASE for Kids Director determines that the CHARTER does not have a realistic action plan to meet at least 80% of the project guidelines, HCDE reserves the right to reduce the Coach's stipend by 50%.

3. <u>Agreement</u>. This Agreement and the attached and incorporated addenda 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.

#### 4. Purpose and Scope of Work.

#### A. HCDE agrees to:

- I. Provide a Coach's Supplemental Duty Pay not to exceed \$4,000 per campus;
- II. For in-person events provide coordination and cost of transportation to and from CASE Debates seminars, tournaments, and other sponsored activities;
- III. Conduct CASE Debates seminars, tournaments, and other sponsored activities, as determined by HCDE;
- IV. For in-person events provide breakfast, lunch, and snack at CASE Debates seminars, tournaments and field trips; dinner is provided at all tournament activities;
- V. Provide scholarships for selected students to participate in the HUDL and CASE Debates Summer Debate Camp, in HCDE's sole discretion and subject to scholarship eligibility requirements set by HCDE and/or HUDL;
- VI. Provide technical assistance, training, and coach support;
- VII. Provide curriculum, materials and a starter supply kit; and
- VIII. Provide registration forms that include parental consent for participation, program evaluation, media use, and release of FERPA-protected student information to HCDE;
- IX. Through the sponsorship of HUDL, provide payment of expenses associated with the National Association for Urban Debate Leagues (NAUDL) Urban Debate League National Championship in Dallas, TX (March 31-April 2, 2023) for HUDL City Championship team qualifiers (First Place and Second Place winners and their coach) and World Schools Teams to compete in the National Speech and Debate Association (NSDA) Tournament online (June 11-16, 2023).

#### **B.** CHARTER agrees to:

I. Appoint one (1) or two (2) CASE Debates coaches at each participating campus to coach students in preparation of CASE Debates tournaments; the coach should be associated with the campus and be familiar with teaching students;

- II. Offer a CASE Debates practice no less than (1) day a week and one (1) hour, during non-regular school hours (i.e. before school, after school, weekend, etc.) during debate season (September 1, 2022 May 1, 2023); classes may continue through the Spring 2023 semester in preparation of CASE Debates approved national qualifying tournaments, school year 2022-2023 and summer camp;
- III. Provide the CASE Debates program to at least the four (4) but no more than twenty-five (25) students per participating campus; more than twenty (20) students per participating campus may participate with HCDE's prior written consent;
- IV. Attend at least four (4) CASE Debates events with at least four (4) or more students; these events include seminars, tournaments, and other approved CASE Debates and HUDL sponsored events;
- V. Be available to serve as a CASE Debates Tournament judge if and when needed;
- VI. Secure permissions from students' parents/guardians on forms for program participation, program evaluation, media releases, and release of FERPA-protected information to HCDE, as requested by HCDE;
- VII. Comply with all CHARTER procedures for student travel on field trips;
- VIII. Maintain responsibility for supervision of all students participating in the HCDE CASE Debates program and activities as well as follow district and CASE Debates code of conduct;
  - IX. Enter student attendance records for students' attendance at CASE Debates tournaments into Speechwire and other attendance record management;
  - X. Participate in ongoing evaluation of the CASE Debates program, including, but not limited to, student, parent, and teacher surveys, as well as focus groups;
- XI. Collect and provide student level data requested by HCDE to HCDE no later than May 31, 2023 for each student for whom FERPA consent to release student level data has been obtained; student level data shall include, but is not limited to the following: grade level, attendance, ethnicity, gender, STAAR scores, TAKS scores, grades, Stanford Achievement scores, conduct scores, end of course scores, and disciplinary reports for students in the CASE Debates program. All student level data shall be used for purposes of program evaluation and education research; and
- XII. Participation in site visits throughout the CASE Debates season to assess program quality;
- XIII. Campuses that have an interest in competing in the HUDL City Championship and National qualifying tournaments must meet the following requirements: each member of the debate team must attend three (3) regular season 2022-2023 HCDE CASE Debates tournaments and compete at the varsity level at the pre-qualifying tournament on (February 11, 2023). The HUDL City Championship on (March 4, 2023) is predicated on previous participation and qualification. Qualifiers (First Place and Second Place winners) at the HUDL City Championship will be eligible to compete in the National Association for Urban Debate League (NAUDL) Urban Debate League National Championship (for CX Debate) (March 31-April 2, 2023), and World Schools Teams would compete in the National

Speech and Debate Association (NSDA) National Tournament in Phoenix, AZ (June 11-16, 2023)

XIV. If CHARTER requires an additional chaperone to attend out of state tournaments, CHARTER must inform CASE for Kids, in writing, prior to HUDL City Championship pre-qualifying tournament on (March 4, 2023).

#### C. Performance of Obligations during COVID-19 pandemic:

Due to the currently ongoing COVID-19 pandemic, the Parties agree that either Party may perform its obligations under this Agreement virtually and/or remotely, as deemed appropriate by the performing Party. Without limiting the foregoing, for the Fall 2022 semester, all CASE Debates program activities under this Agreement, including, without limitation, CASE Debates tournaments, may in HCDE's sole discretion occur online/remotely. HCDE CASE Debates reserves the right to extend online/remote CASE Debates activities past the Fall 2022 semester, in its sole discretion, and shall notify the CHARTER whether CASE Debates activities for the Spring 2023 semester and beyond will be held online/remotely or in-person.

The CHARTER is solely responsible for the provision and cost of all equipment, technology, Internet service/capabilities, networking, and the like required to participate in CASE Debates program activities online/remotely. The CHARTER is further solely responsible for obtaining any required parental/guardian consent for students to participate in CASE Debates program activities online/remotely. HCDE will not be responsible for any costs necessitated or incurred due to online/remote participation.

The parties agree to reasonably cooperate with each other to ensure that the duties, obligations, and rights of both Parties under this Agreement are timely fulfilled, to the maximum extent possible, while also taking into account the health and safety of each Party's employees, officers, agents, representatives, and students. The Parties encourage social distancing as a measure intended to minimize the spread of disease in response to the current health situation.

- 5. <u>Payments</u>. 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.
- 6. <u>Piggybacking on HCDE-Procured Contracts.</u> Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, the District may, in its discretion, enter into separate and independent contracts with CASE Afterschool and Summer District Service Providers, procured by HCDE in accordance with Section 44.031 of the Texas Education Code, that employ the same negotiated terms and conditions contained in an existing contract(s) between HCDE and the Direct Service Provider.

If the CHARTER elects to piggyback off of one of HCDE's contracts with CASE Afterschool and Summer Direct Service Providers, the CHARTER shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to the CHARTER for use of HCDE contracts with Direct Service

Providers. The District shall make payments directly to vendors/Direct Service Providers. The CHARTER shall be responsible for ordering, inspecting, and accepting the goods and services purchased by utilizing one of HCDE's contracts with Direct Service Providers. The CHARTER shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivery, as set forth between the CHARTER and the vendor. HCDE is not responsible or liable for the performance of any vendor used by the CHARTER as a result of this Agreement or the CHARTER's piggybacking off on of HCDE's contracts with Direct Service Providers.

- 7. <u>Compliance with Laws</u>. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement, including, without limitation, the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA").
- 8. <u>Termination</u>. 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.
- 9. <u>Assignment</u>. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by the CHARTER without the prior written acknowledgment and authorization of HCDE.
- 10. <u>Conflict of Interest</u>. During the Term of HCDE's service to CHARTER, CHARTER, its personnel and agents, shall not, directly or indirectly, whether for CHARTER'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.
- 11. <u>Contract Amendment</u>. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
- 12. <u>Notice</u>. 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	YES Public Schools
Attn: James Colbert, Jr.	Attn: Emily Ryans
County School Superintendent	Title: Principal
6300 Irvington Blvd.	Address: 353 Crenshaw Road
Houston, Texas 77022	City, State, Zip: Houston, TX
713-694-6300	Phone: 77034
	Email: emily.ryans@yesprep.org

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

13. <u>Relation of Parties</u>. It is the intention of the parties that CHARTER 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 CHARTER or HCDE and any of CHARTER's representatives. This Agreement does not create a joint venture or business partnership under Texas law.

CHARTER is solely responsible for the supervision, daily direction and control, and payment (including payment of the Coach's Supplemental Duty Pay to CHARTER's coach(es)), payment of salary (including withholding of income taxes, social security and any other required withholdings), insurance, worker's compensation, disability benefits and like requirements and obligations of the CHARTER's employees, agents, volunteers, and representatives. The CHARTER agrees that HCDE has no responsibility for any conduct of any CHARTER employee, agent, volunteer, or representative.

- 14. <u>Non-Exclusivity of Services</u>. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide CHARTER with programs or services. During the Term of this Agreement, CHARTER 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.
- 15. <u>Disclaimer</u>. 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.
- 16. <u>Limitation of Liability</u>. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
  - Neither Party waives any immunity afforded to it, their employees, officers, or agents 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.
- 17. <u>Severability</u>. 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.
- 18. <u>Governing Law and Venue</u>. 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.

- 19. <u>No Waiver</u>. 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.
- 20. <u>Benefit for Signatory Parties Only</u>. 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.
- 21. <u>Authorization</u>. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
- 22. <u>Counterparts</u>. 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 CHARTER have executed this Agreement to be effective on the date specified in Article 1. <u>Term</u> above:

YES Prep Southeast College Preparatory School

Harris County Department of Education

Name of CHARTER <u>Emily Ryans</u> Emily Ryans (Oct 20, 2022 16:47 CDT) Authorized Signature

*Jesus Amezcua for James Colbert Jr.* Jesus Amezcua for James Colbert Jr. (Oct 21, 2022 10:46 CDT)

**Emily Ryans** 

Printed Name

Principal

Title

Oct 20, 2022

Date

Type of Local Governmental Entity (select one):

□ School District □ Charter School

James Colbert, Jr.

County School Superintendent

Oct 21, 2022

Date

## HCDE-CASE for Kids-Debate Program Yes Prep- Southeast-FY23

**Final Audit Report** 

2022-10-21

Created:	2022-10-20
By:	Kimberlee Flowers (kflowers@hcde-texas.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAi2b9aRIZWec4Dd3nSXCrlskhj3do-ceP

# "HCDE-CASE for Kids-Debate Program Yes Prep- Southeast-F Y23" History

- Document created by Kimberlee Flowers (kflowers@hcde-texas.org) 2022-10-20 - 6:18:37 PM GMT- IP address: 170.39.204.224
- Document emailed to Emily Ryans (emily.ryans@yesprep.org) for signature 2022-10-20 - 6:32:27 PM GMT
- Email viewed by Emily Ryans (emily.ryans@yesprep.org) 2022-10-20 - 9:46:11 PM GMT- IP address: 104.47.51.126
- Document e-signed by Emily Ryans (emily.ryans@yesprep.org)
   Signature Date: 2022-10-20 9:47:39 PM GMT Time Source: server- IP address: 12.53.215.24
- Document emailed to Jimi Morales (jimi.morales@hcde-texas.org) for signature 2022-10-20 9:47:41 PM GMT
- Email viewed by Jimi Morales (jimi.morales@hcde-texas.org) 2022-10-20 - 10:03:25 PM GMT- IP address: 172.56.50.0
- Document e-signed by Jimi Morales (jimi.morales@hcde-texas.org) Signature Date: 2022-10-21 - 12:22:26 PM GMT - Time Source: server- IP address: 170.39.204.224
- Document emailed to Trina Finley (tfinley@hcde-texas.org) for signature 2022-10-21 - 12:22:30 PM GMT
- Email viewed by Trina Finley (tfinley@hcde-texas.org) 2022-10-21 - 12:27:24 PM GMT- IP address: 174.202.227.202
- Document e-signed by Trina Finley (tfinley@hcde-texas.org) Signature Date: 2022-10-21 - 12:28:20 PM GMT - Time Source: server- IP address: 174.202.227.202

#### Adobe Acrobat Sign

×,	Document emailed to Lisa Caruthers (Icaruthers@hcde-texas.org) for signature 2022-10-21 - 12:28:22 PM GMT
1	Email viewed by Lisa Caruthers (Icaruthers@hcde-texas.org) 2022-10-21 - 12:59:55 PM GMT- IP address: 73.232.60.137
Ø <sub>B</sub>	Document e-signed by Lisa Caruthers (Icaruthers@hcde-texas.org) Signature Date: 2022-10-21 - 1:08:18 PM GMT - Time Source: server- IP address: 174.251.224.232
	Document emailed to Edna Johnson (edna.johnson@hcde-texas.org) for signature 2022-10-21 - 1:08:19 PM GMT
1	Email viewed by Edna Johnson (edna.johnson@hcde-texas.org) 2022-10-21 - 1:38:38 PM GMT- IP address: 170.39.204.224
Ø <sub>B</sub>	Document e-signed by Edna Johnson (edna.johnson@hcde-texas.org) Signature Date: 2022-10-21 - 1:59:00 PM GMT - Time Source: server- IP address: 170.39.204.224
	Document emailed to Jesus Amezcua (jamezcua@hcde-texas.org) for signature 2022-10-21 - 1:59:02 PM GMT
Ð	Email viewed by Jesus Amezcua (jamezcua@hcde-texas.org) 2022-10-21 - 3:46:05 PM GMT- IP address: 170.39.204.224
Ó <sub>C</sub>	Signer Jesus Amezcua (jamezcua@hcde-texas.org) entered name at signing as Jesus Amezcua for James Colbert Jr. 2022-10-21 - 3:46:52 PM GMT- IP address: 170.39.204.224
Ó <sub>e</sub>	Document e-signed by Jesus Amezcua for James Colbert Jr. (jamezcua@hcde-texas.org) Signature Date: 2022-10-21 - 3:46:53 PM GMT - Time Source: server- IP address: 170.39.204.224

Agreement completed. 2022-10-21 - 3:46:53 PM GMT



#### HARRIS COUNTY DEPARTMENT OF EDUCATION

#### **CONTRACT PROCESSING FORM (CPF)**

Contract requires approvaring	Contract requires approval from: Superintendent 🛛 Assistant Superintendent 🗌							
SECTION 1 – CONTRACT INFORMATION								
Funding Division	Today's Date         # Original Contracts         Expenditure/Revenue Budget Account Code (20 digits)				(20 digits)			
CASE	9/30/22	1		19931144399922-62990000				
Contracting Party		RFP # (if applicabl	e)	Is Contracting Party an I		e of HCDE? If yes, v	vhich division?	
Yes Public Schools (North Central)				No Yes, Div	vision:			
Description of Services: Interlocal Agreement between CASE for Kids Debates and specified school district for the Debate Tournament year Coach Supplemental Duty Pay.								
Type of Contract		Contract Fiscal Ye	ear	HCDE Contract?		Term		
Interlocal		2022-2023	Y	es (HCDE Contract)	From:	9/16/2022	8/31/2023	
		SECTION 2 – CO				_		
Expenditure contract less than \$75,00			. ,		Amount		000.00	
The Board has approved entering into				(LOCAL) PURCHAS		Yes – Click here to	o enter a date	
				VIEW CHECKLIST				
This contract was previously revi					wed by	attorney) Skin 4	o Section 5	
This contract was NOT previously level	-			•	weu by	<i>ullorney)</i> – Skip (	o section 5	
Date I reviewed contract using	-		-	k here to enter a date.				
-	k here to select		Che	k liefe to effici a date.				
		one.						
This contract was reviewed by Pu	-		(::4:	-1-)				
This contract was reviewed by Te			(initia	<i>,</i>				
This contract was reviewed by Fa	cilities		(initia	als)				
SEC	FION 5 – REQ	UIRED ACKNOV	VLED	GEMENT AND SIGN	NATUR	ES		
I certify to the best of my knowledge that the information contained in this document is correct and complete. I further certify that the program and all activities related to the program will be conducted in accordance with all applicable federal, state, and local laws including regulations and contract guidelines created to ensure accomplishment of this objective.								
In addition, I certify that the Contractor: will have direct, unsupervised contact with students on a regular basis.								
will NOT have di	rect, unsuperv	ised contact with	n stud	ents on a regular bas	sis.			
Employee Completing this form		Date	Fun	ding Division Director	's signa	ture	Date	
Jimi A	10rales http://www.com	10/20/2022		-integ			Oct 20, 2022	
Kimberlee Akinyem	<u> </u>	10/20/2022	Like Carr	Marris (20. 2022 1/c14 CD1)			Oct 20, 2022	
	FOR	PURCHASING I	DIVIS	ION USE ONLY:				
Contract Reviewer: Ina C. Johnson					D	ate: Oct 20, 202	22	
□ Vendor Packet □ Form 1295		Vendor 🛛 Re	esume	EICC     Checklist		M's Check (Debai		
□ Board Action Item – □ Revenue				gned by Assistant Supe	/	ent Date:	Oct 20, 2022	
□ Board Information Item Date: □ Returned to Division or:								
Contract Approved by Board     Date: Date Returned:								
□ Contract Signed by Superintendent Date: □ Additional Signatures Required – Return one original to Purchasing								
Expenditure Contract (For Approval Only) Date: when obtained								
CASE and YES Prep_\$4,000; ILA will be ratified 11/16/2022								

#### Interlocal Agreement between Harris County Department of Education & YES Public Schools for HCDE CASE Debates

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 YES Public Schools, an independent school district and/or charter school ("CHARTER"), located in Houston, TX, 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.

HCDE, HCDE's Center for Afterschool, Summer and Enrichment for Kids ("CASE for Kids"), and Houston Urban Debate League ("HUDL") operate a joint project, "HCDE CASE Debates" to provide debate programs and camps for at-risk teens in Harris County school districts.

Both HCDE and CHARTER desire to set forth, in writing, the terms and conditions of their agreement relating to CHARTER's participation in HCDE CASE Debates.

#### **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. <u>Term</u>. This Agreement shall be for the period beginning **September 16, 2022 and ending August 31, 2023**. Subject to the receipt of sufficient appropriated funds from HCDE and HCDE's written approval, this Agreement may be renewed for additional year(s).
- 2. <u>Compensation and Funding</u>. Subject to the following paragraphs, HCDE will pay the CHARTER an amount not to exceed \$4,000 for providing the CHARTER's CASE Debates progam coach(s) supplemental duty pay at YES Prep North Central campus to serve at least four (4) but no more than twenty-five (25) students ("Coach's Supplemental Duty Pay").

HCDE will only pay the maximum of \$4,000.00 per campus to the CHARTER regardless of the number of CASE Debates Coaches assigned by the CHARTER. The CHARTER assumes responsibility for how the Coach's Supplemental Duty Pay received from HCDE may be divided between one or more CASE Debates coaches. The CHARTER must submit a Stipend Verification Form detailing expectations of the project were met with supporting documentation for the CASE Debates project and an invoice in order to receive payment of the Coach's Supplemental Duty Pay. HCDE will pay the CHARTER within 30 days of receiving an invoice and the project documentation required herein. Only invoices for allowable expenses, per grant fiscal guidelines, incurred during the Term of this Agreement will be paid by HCDE. The CHARTER waives any statutory right to interest the CHARTER may have under Chapter 2251 of the Texas Government Code. The CHARTER may be eligible for a prorated amount, in HCDE's sole discretion, if the CHARTER is unable to maintain its CASE Debates project in accordance with the project description, including all requirements listed herein, including, but not necessarily limited to: maintaining an assigned CASE Debates Coach in the CHARTER where the CASE Debates programs are provided; offering debate practice during non-regular school hours; maintain the number of students served in the CHARTER by the CASE Debates project; and fulfillment of the total number of events attended. It is expected that the CHARTER will meet 80% of the project's requirements. The CHARTER agrees that if any time after [January 20, 2023], the HCDE CASE for Kids Director determines that the CHARTER does not have a realistic action plan to meet at least 80% of the project guidelines, HCDE reserves the right to reduce the Coach's stipend by 50%.

3. <u>Agreement</u>. This Agreement and the attached and incorporated addenda 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.

#### 4. Purpose and Scope of Work.

#### A. HCDE agrees to:

- I. Provide a Coach's Supplemental Duty Pay not to exceed \$4,000 per campus;
- II. For in-person events provide coordination and cost of transportation to and from CASE Debates seminars, tournaments, and other sponsored activities;
- III. Conduct CASE Debates seminars, tournaments, and other sponsored activities, as determined by HCDE;
- IV. For in-person events provide breakfast, lunch, and snack at CASE Debates seminars, tournaments and field trips; dinner is provided at all tournament activities;
- V. Provide scholarships for selected students to participate in the HUDL and CASE Debates Summer Debate Camp, in HCDE's sole discretion and subject to scholarship eligibility requirements set by HCDE and/or HUDL;
- VI. Provide technical assistance, training, and coach support;
- VII. Provide curriculum, materials and a starter supply kit; and
- VIII. Provide registration forms that include parental consent for participation, program evaluation, media use, and release of FERPA-protected student information to HCDE;
- IX. Through the sponsorship of HUDL, provide payment of expenses associated with the National Association for Urban Debate Leagues (NAUDL) Urban Debate League National Championship in Dallas, TX (March 31-April 2, 2023) for HUDL City Championship team qualifiers (First Place and Second Place winners and their coach) and World Schools Teams to compete in the National Speech and Debate Association (NSDA) Tournament online (June 11-16, 2023).

#### **B.** CHARTER agrees to:

I. Appoint one (1) or two (2) CASE Debates coaches at each participating campus to coach students in preparation of CASE Debates tournaments; the coach should be associated with the campus and be familiar with teaching students;

- II. Offer a CASE Debates practice no less than (1) day a week and one (1) hour, during non-regular school hours (i.e. before school, after school, weekend, etc.) during debate season (September 1, 2022 May 1, 2023); classes may continue through the Spring 2023 semester in preparation of CASE Debates approved national qualifying tournaments, school year 2022-2023 and summer camp;
- III. Provide the CASE Debates program to at least the four (4) but no more than twenty-five (25) students per participating campus; more than twenty (20) students per participating campus may participate with HCDE's prior written consent;
- IV. Attend at least four (4) CASE Debates events with at least four (4) or more students; these events include seminars, tournaments, and other approved CASE Debates and HUDL sponsored events;
- V. Be available to serve as a CASE Debates Tournament judge if and when needed;
- VI. Secure permissions from students' parents/guardians on forms for program participation, program evaluation, media releases, and release of FERPA-protected information to HCDE, as requested by HCDE;
- VII. Comply with all CHARTER procedures for student travel on field trips;
- VIII. Maintain responsibility for supervision of all students participating in the HCDE CASE Debates program and activities as well as follow district and CASE Debates code of conduct;
  - IX. Enter student attendance records for students' attendance at CASE Debates tournaments into Speechwire and other attendance record management;
  - X. Participate in ongoing evaluation of the CASE Debates program, including, but not limited to, student, parent, and teacher surveys, as well as focus groups;
- XI. Collect and provide student level data requested by HCDE to HCDE no later than May 31, 2023 for each student for whom FERPA consent to release student level data has been obtained; student level data shall include, but is not limited to the following: grade level, attendance, ethnicity, gender, STAAR scores, TAKS scores, grades, Stanford Achievement scores, conduct scores, end of course scores, and disciplinary reports for students in the CASE Debates program. All student level data shall be used for purposes of program evaluation and education research; and
- XII. Participation in site visits throughout the CASE Debates season to assess program quality;
- XIII. Campuses that have an interest in competing in the HUDL City Championship and National qualifying tournaments must meet the following requirements: each member of the debate team must attend three (3) regular season 2022-2023 HCDE CASE Debates tournaments and compete at the varsity level at the pre-qualifying tournament on (February 11, 2023). The HUDL City Championship on (March 4, 2023) is predicated on previous participation and qualification. Qualifiers (First Place and Second Place winners) at the HUDL City Championship will be eligible to compete in the National Association for Urban Debate League (NAUDL) Urban Debate League National Championship (for CX Debate) (March 31-April 2, 2023), and World Schools Teams would compete in the National

Speech and Debate Association (NSDA) National Tournament in Phoenix, AZ (June 11-16, 2023)

XIV. If CHARTER requires an additional chaperone to attend out of state tournaments, CHARTER must inform CASE for Kids, in writing, prior to HUDL City Championship pre-qualifying tournament on (March 4, 2023).

#### C. Performance of Obligations during COVID-19 pandemic:

Due to the currently ongoing COVID-19 pandemic, the Parties agree that either Party may perform its obligations under this Agreement virtually and/or remotely, as deemed appropriate by the performing Party. Without limiting the foregoing, for the Fall 2022 semester, all CASE Debates program activities under this Agreement, including, without limitation, CASE Debates tournaments, may in HCDE's sole discretion occur online/remotely. HCDE CASE Debates reserves the right to extend online/remote CASE Debates activities past the Fall 2022 semester, in its sole discretion, and shall notify the CHARTER whether CASE Debates activities for the Spring 2023 semester and beyond will be held online/remotely or in-person.

The CHARTER is solely responsible for the provision and cost of all equipment, technology, Internet service/capabilities, networking, and the like required to participate in CASE Debates program activities online/remotely. The CHARTER is further solely responsible for obtaining any required parental/guardian consent for students to participate in CASE Debates program activities online/remotely. HCDE will not be responsible for any costs necessitated or incurred due to online/remote participation.

The parties agree to reasonably cooperate with each other to ensure that the duties, obligations, and rights of both Parties under this Agreement are timely fulfilled, to the maximum extent possible, while also taking into account the health and safety of each Party's employees, officers, agents, representatives, and students. The Parties encourage social distancing as a measure intended to minimize the spread of disease in response to the current health situation.

- 5. <u>Payments</u>. 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.
- 6. <u>Piggybacking on HCDE-Procured Contracts.</u> Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, the District may, in its discretion, enter into separate and independent contracts with CASE Afterschool and Summer District Service Providers, procured by HCDE in accordance with Section 44.031 of the Texas Education Code, that employ the same negotiated terms and conditions contained in an existing contract(s) between HCDE and the Direct Service Provider.

If the CHARTER elects to piggyback off of one of HCDE's contracts with CASE Afterschool and Summer Direct Service Providers, the CHARTER shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to the CHARTER for use of HCDE contracts with Direct Service

Providers. The District shall make payments directly to vendors/Direct Service Providers. The CHARTER shall be responsible for ordering, inspecting, and accepting the goods and services purchased by utilizing one of HCDE's contracts with Direct Service Providers. The CHARTER shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivery, as set forth between the CHARTER and the vendor. HCDE is not responsible or liable for the performance of any vendor used by the CHARTER as a result of this Agreement or the CHARTER's piggybacking off on of HCDE's contracts with Direct Service Providers.

- 7. <u>Compliance with Laws</u>. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement, including, without limitation, the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA").
- 8. <u>Termination</u>. 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.
- 9. <u>Assignment</u>. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by the CHARTER without the prior written acknowledgment and authorization of HCDE.
- 10. <u>Conflict of Interest</u>. During the Term of HCDE's service to CHARTER, CHARTER, its personnel and agents, shall not, directly or indirectly, whether for CHARTER'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.
- 11. <u>Contract Amendment</u>. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
- 12. <u>Notice</u>. 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	YES Public Schools
Attn: James Colbert, Jr.	Attn: Jeffrey Osborne
County School Superintendent	Title: Principal
6300 Irvington Blvd.	Address: 13707 Aldine Westfield Rd
Houston, Texas 77022	City, State, Zip: Houston, Tx, 77039
713-694-6300	Phone: 713-967-8800
	Email: jeffrey.osborne@yesprep.org

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

13. <u>Relation of Parties</u>. It is the intention of the parties that CHARTER 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 CHARTER or HCDE and any of CHARTER's representatives. This Agreement does not create a joint venture or business partnership under Texas law.

CHARTER is solely responsible for the supervision, daily direction and control, and payment (including payment of the Coach's Supplemental Duty Pay to CHARTER's coach(es)), payment of salary (including withholding of income taxes, social security and any other required withholdings), insurance, worker's compensation, disability benefits and like requirements and obligations of the CHARTER's employees, agents, volunteers, and representatives. The CHARTER agrees that HCDE has no responsibility for any conduct of any CHARTER employee, agent, volunteer, or representative.

- 14. <u>Non-Exclusivity of Services</u>. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide CHARTER with programs or services. During the Term of this Agreement, CHARTER 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.
- 15. <u>Disclaimer</u>. 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.
- 16. <u>Limitation of Liability</u>. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
  - Neither Party waives any immunity afforded to it, their employees, officers, or agents 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.
- 17. <u>Severability</u>. 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.
- 18. <u>Governing Law and Venue</u>. 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.

- 19. <u>No Waiver</u>. 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.
- 20. <u>Benefit for Signatory Parties Only</u>. 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.
- 21. <u>Authorization</u>. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
- 22. <u>Counterparts</u>. 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 CHARTER have executed this Agreement to be effective on the date specified in Article 1. <u>Term</u> above:

### YES Prep Public Schools

Name of CHARTER

Jeffrey Oxforme (Oct 20, 2022 13:33 CDT)

Jeffrey Osborne

Authorized Signature

Oct 20, 2022

Printed Name

Title

Date

Principal

Harris County Department of Education

Jesus Amezcua for James Colbert Jr. Jesus Amezcua for James Colbert Jr. (Oct 20, 2022 17:46 CDT)

James Colbert, Jr.

County School Superintendent

Oct 20, 2022

Date

Type of Local Governmental Entity (select one):

□ School District □ Charter School

# HCDE-CASE for Kids-Debates Program Yes Prep- North Central Interlocal-FY23

#### **Final Audit Report**

2022-10-20

Created:	2022-10-20
By:	Kimberlee Flowers (kflowers@hcde-texas.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAABcv0ZEucKitqDZZhUWt5T_IN6scaxBhJ

## "HCDE-CASE for Kids-Debates Program Yes Prep- North Centr al Interlocal-FY23" History

- Document created by Kimberlee Flowers (kflowers@hcde-texas.org) 2022-10-20 - 6:11:09 PM GMT- IP address: 170.39.204.224
- Document emailed to Jeffrey Osborne (jeffrey.osborne@yesprep.org) for signature 2022-10-20 - 6:17:04 PM GMT
- Email viewed by Jeffrey Osborne (jeffrey.osborne@yesprep.org) 2022-10-20 - 6:30:55 PM GMT- IP address: 104.47.57.126
- Document e-signed by Jeffrey Osborne (jeffrey.osborne@yesprep.org) Signature Date: 2022-10-20 - 6:33:02 PM GMT - Time Source: server- IP address: 149.19.54.23
- Document emailed to Jimi Morales (jimi.morales@hcde-texas.org) for signature 2022-10-20 6:33:04 PM GMT
- Email viewed by Jimi Morales (jimi.morales@hcde-texas.org) 2022-10-20 - 6:36:41 PM GMT- IP address: 170.39.204.224
- Document e-signed by Jimi Morales (jimi.morales@hcde-texas.org) Signature Date: 2022-10-20 - 6:48:45 PM GMT - Time Source: server- IP address: 170.39.204.224
- Document emailed to Trina Finley (tfinley@hcde-texas.org) for signature 2022-10-20 - 6:48:47 PM GMT
- Email viewed by Trina Finley (tfinley@hcde-texas.org) 2022-10-20 - 7:32:17 PM GMT- IP address: 104.47.73.126
- Document e-signed by Trina Finley (tfinley@hcde-texas.org) Signature Date: 2022-10-20 - 7:32:54 PM GMT - Time Source: server- IP address: 170.39.204.224

#### Adobe Acrobat Sign

×,	Document emailed to Lisa Caruthers (Icaruthers@hcde-texas.org) for signature 2022-10-20 - 7:32:56 PM GMT
1	Email viewed by Lisa Caruthers (Icaruthers@hcde-texas.org) 2022-10-20 - 8:14:30 PM GMT- IP address: 170.39.204.224
Ó <sub>e</sub>	Document e-signed by Lisa Caruthers (Icaruthers@hcde-texas.org) Signature Date: 2022-10-20 - 8:14:39 PM GMT - Time Source: server- IP address: 170.39.204.224
	Document emailed to Edna Johnson (edna.johnson@hcde-texas.org) for signature 2022-10-20 - 8:14:41 PM GMT
1	Email viewed by Edna Johnson (edna.johnson@hcde-texas.org) 2022-10-20 - 9:05:40 PM GMT- IP address: 170.39.204.224
Ó <sub>e</sub>	Document e-signed by Edna Johnson (edna.johnson@hcde-texas.org) Signature Date: 2022-10-20 - 9:09:37 PM GMT - Time Source: server- IP address: 170.39.204.224
K,	Document emailed to Jesus Amezcua (jamezcua@hcde-texas.org) for signature 2022-10-20 - 9:09:39 PM GMT
Ð	Email viewed by Jesus Amezcua (jamezcua@hcde-texas.org) 2022-10-20 - 10:46:08 PM GMT- IP address: 72.20.137.22
Ó <sub>e</sub>	Signer Jesus Amezcua (jamezcua@hcde-texas.org) entered name at signing as Jesus Amezcua for James Colbert Jr. 2022-10-20 - 10:46:53 PM GMT- IP address: 72.20.137.22
Ó <sub>e</sub>	Document e-signed by Jesus Amezcua for James Colbert Jr. (jamezcua@hcde-texas.org) Signature Date: 2022-10-20 - 10:46:55 PM GMT - Time Source: server- IP address: 72.20.137.22

Agreement completed. 2022-10-20 - 10:46:55 PM GMT



#### HARRIS COUNTY DEPARTMENT OF EDUCATION

#### **CONTRACT PROCESSING FORM (CPF)**

Contract requires approval from: Superintendent 🛛 Assistant Superintendent 🗌							
SECTION 1 – CONTRACT INFORMATION							
Funding Division	Today's Date	# Original Contra	acts	Expenditure/Revenue Budget Account Code (20 digits)			
CASE Contracting Party	9/30/22	1 RFP # (if applicab	10)	19931144399922-62990000			
Yes Public Schools (Brays Oaks)		KI F # (II applicab	ie)	Is Contracting Party an Employee of HCDE? If yes, which division?			
Description of Services:					151011.		
Interlocal Agreement between CASE Pay.	Interlocal Agreement between CASE for Kids Debates and specified school district for the Debate Tournament year Coach Supplemental Duty						
Type of Contract		Contract Fiscal Y	ear	HCDE Contract?		Term	
Interlocal		2022-2023	Y	es (HCDE Contract)	From:	9/16/2022	8/31/2023
		SECTION 2 – C	ONTR	ACT TYPE			
Expenditure contract less than \$75,00	0 (Check if Boa	rd Approval is Rec	quired)		Amount:	\$4,	,000.00
SECTION 3 -	COMPLIANC	E WITH POLIC	Y CH	(LOCAL) PURCHAS	ING AU	JTHORITY	
The Board has approved entering into	this contract fo	r political/lobbying	g servi	ces. $\boxtimes$ N/A $\square$	No 🗌	Yes-Click here t	o enter a date.
	SECTIO	N 4 – CONTRAC	CT RE	VIEW CHECKLIST			
This contract was previously revi	ewed by HCDE	attorney (Note tha	t all te	mplates have been revie	wed by	attorney) – Skip	to Section 5
This contract was NOT previousl			mplete	e fields below)			
Date I reviewed contract using			Clic	k here to enter a date.			
Exceptions Found? Clic	k here to select	one.					
This contract was reviewed by Pu	-						
This contract was reviewed by Te	chnology		_ (initia	als)			
This contract was reviewed by Fa	cilities		_ (initia	als)			
SEC	ΓΙΟΝ 5 – REQ	UIRED ACKNOV	WLED	GEMENT AND SIGN	ATUR	ES	
I certify to the best of my knowledge that the information contained in this document is correct and complete. I further certify that the program and all activities related to the program will be conducted in accordance with all applicable federal, state, and local laws including regulations and contract guidelines created to ensure accomplishment of this objective.							
In addition, I certify that the Con							
will have direct,	unsupervised	contact with stud	lents (	on a regular basis.			
will NOT have di	rect, unsuperv	ised contact with	h stud	ents on a regular bas	ris.		
Employee Completing this form		Date		ding Division Director	's signa	ture	Date
<u>1imi Morala</u> Jimi Morales (0ct 24, 20	22 09:46 CDT)	10/22/2022	⊠T. (	Finkez			Oct 24, 2022
Kimborloo Akinyom	l	10/22/2022		ALL ARE SERVICE AND			Oct 24, 2022
	FOR	PURCHASING I	DIVIS	ION USE ONLY:			
Contract Reviewer:					Da	ate:	
□ Vendor Packet □ Form 1295		Vendor	esume	□ EICC Checklist	□ SAN No)	M's Check (Deba	rred 🗆 Yes 🗆
Board Action Item –        Revenue       Expenditure       Grant       ILC       Signed by Assistant Superintendent       Date:							
□ Board Information Item		::		eturned to Division or:			
Contract Approved by Board							
Contract Signed by Superintender						nal to Purchasing	
Expenditure Contract (For Approval Only) Date: when obtained  NOTES:							
#### Interlocal Agreement between Harris County Department of Education & YES Public Schools for HCDE CASE Debates

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 YES Public Schools, an independent school district and/or charter school ("CHARTER"), located in Houston, TX, 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.

HCDE, HCDE's Center for Afterschool, Summer and Enrichment for Kids ("CASE for Kids"), and Houston Urban Debate League ("HUDL") operate a joint project, "HCDE CASE Debates" to provide debate programs and camps for at-risk teens in Harris County school districts.

Both HCDE and CHARTER desire to set forth, in writing, the terms and conditions of their agreement relating to CHARTER's participation in HCDE CASE Debates.

#### **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. <u>Term</u>. This Agreement shall be for the period beginning **September 16, 2022 and ending August 31, 2023**. Subject to the receipt of sufficient appropriated funds from HCDE and HCDE's written approval, this Agreement may be renewed for additional year(s).
- 2. <u>Compensation and Funding</u>. Subject to the following paragraphs, HCDE will pay the CHARTER an amount not to exceed \$4,000 for providing the CHARTER's CASE Debates progam coach(s) supplemental duty pay at YES Prep Brays Oaks campus to serve at least four (4) but no more than twenty-five (25) students ("Coach's Supplemental Duty Pay").

HCDE will only pay the maximum of \$4,000.00 per campus to the CHARTER regardless of the number of CASE Debates Coaches assigned by the CHARTER. The CHARTER assumes responsibility for how the Coach's Supplemental Duty Pay received from HCDE may be divided between one or more CASE Debates coaches. The CHARTER must submit a Stipend Verification Form detailing expectations of the project were met with supporting documentation for the CASE Debates project and an invoice in order to receive payment of the Coach's Supplemental Duty Pay. HCDE will pay the CHARTER within 30 days of receiving an invoice and the project documentation required herein. Only invoices for allowable expenses, per grant fiscal guidelines, incurred during the Term of this Agreement will be paid by HCDE. The CHARTER waives any statutory right to interest the CHARTER may have under Chapter 2251 of the Texas Government Code. The CHARTER may be eligible for a prorated amount, in HCDE's sole discretion, if the CHARTER is unable to maintain its CASE Debates project in accordance with the project description, including all requirements listed herein, including, but not necessarily limited to: maintaining an assigned CASE Debates Coach in the CHARTER where the CASE Debates programs are provided; offering debate practice during non-regular school hours; maintain the number of students served in the CHARTER by the CASE Debates project; and fulfillment of the total number of events attended. It is expected that the CHARTER will meet 80% of the project's requirements. The CHARTER agrees that if any time after [January 20, 2023], the HCDE CASE for Kids Director determines that the CHARTER does not have a realistic action plan to meet at least 80% of the project guidelines, HCDE reserves the right to reduce the Coach's stipend by 50%.

3. <u>Agreement</u>. This Agreement and the attached and incorporated addenda 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.

#### 4. Purpose and Scope of Work.

#### A. HCDE agrees to:

- I. Provide a Coach's Supplemental Duty Pay not to exceed \$4,000 per campus;
- II. For in-person events provide coordination and cost of transportation to and from CASE Debates seminars, tournaments, and other sponsored activities;
- III. Conduct CASE Debates seminars, tournaments, and other sponsored activities, as determined by HCDE;
- IV. For in-person events provide breakfast, lunch, and snack at CASE Debates seminars, tournaments and field trips; dinner is provided at all tournament activities;
- V. Provide scholarships for selected students to participate in the HUDL and CASE Debates Summer Debate Camp, in HCDE's sole discretion and subject to scholarship eligibility requirements set by HCDE and/or HUDL;
- VI. Provide technical assistance, training, and coach support;
- VII. Provide curriculum, materials and a starter supply kit; and
- VIII. Provide registration forms that include parental consent for participation, program evaluation, media use, and release of FERPA-protected student information to HCDE;
- IX. Through the sponsorship of HUDL, provide payment of expenses associated with the National Association for Urban Debate Leagues (NAUDL) Urban Debate League National Championship in Dallas, TX (March 31-April 2, 2023) for HUDL City Championship team qualifiers (First Place and Second Place winners and their coach) and World Schools Teams to compete in the National Speech and Debate Association (NSDA) Tournament online (June 11-16, 2023).

#### **B.** CHARTER agrees to:

I. Appoint one (1) or two (2) CASE Debates coaches at each participating campus to coach students in preparation of CASE Debates tournaments; the coach should be associated with the campus and be familiar with teaching students;

- II. Offer a CASE Debates practice no less than (1) day a week and one (1) hour, during non-regular school hours (i.e. before school, after school, weekend, etc.) during debate season (September 1, 2022 May 1, 2023); classes may continue through the Spring 2023 semester in preparation of CASE Debates approved national qualifying tournaments, school year 2022-2023 and summer camp;
- III. Provide the CASE Debates program to at least the four (4) but no more than twenty-five (25) students per participating campus; more than twenty (20) students per participating campus may participate with HCDE's prior written consent;
- IV. Attend at least four (4) CASE Debates events with at least four (4) or more students; these events include seminars, tournaments, and other approved CASE Debates and HUDL sponsored events;
- V. Be available to serve as a CASE Debates Tournament judge if and when needed;
- VI. Secure permissions from students' parents/guardians on forms for program participation, program evaluation, media releases, and release of FERPA-protected information to HCDE, as requested by HCDE;
- VII. Comply with all CHARTER procedures for student travel on field trips;
- VIII. Maintain responsibility for supervision of all students participating in the HCDE CASE Debates program and activities as well as follow district and CASE Debates code of conduct;
  - IX. Enter student attendance records for students' attendance at CASE Debates tournaments into Speechwire and other attendance record management;
  - X. Participate in ongoing evaluation of the CASE Debates program, including, but not limited to, student, parent, and teacher surveys, as well as focus groups;
- XI. Collect and provide student level data requested by HCDE to HCDE no later than May 31, 2023 for each student for whom FERPA consent to release student level data has been obtained; student level data shall include, but is not limited to the following: grade level, attendance, ethnicity, gender, STAAR scores, TAKS scores, grades, Stanford Achievement scores, conduct scores, end of course scores, and disciplinary reports for students in the CASE Debates program. All student level data shall be used for purposes of program evaluation and education research; and
- XII. Participation in site visits throughout the CASE Debates season to assess program quality;
- XIII. Campuses that have an interest in competing in the HUDL City Championship and National qualifying tournaments must meet the following requirements: each member of the debate team must attend three (3) regular season 2022-2023 HCDE CASE Debates tournaments and compete at the varsity level at the pre-qualifying tournament on (February 11, 2023). The HUDL City Championship on (March 4, 2023) is predicated on previous participation and qualification. Qualifiers (First Place and Second Place winners) at the HUDL City Championship will be eligible to compete in the National Association for Urban Debate League (NAUDL) Urban Debate League National Championship (for CX Debate) (March 31-April 2, 2023), and World Schools Teams would compete in the National

Speech and Debate Association (NSDA) National Tournament in Phoenix, AZ (June 11-16, 2023)

XIV. If CHARTER requires an additional chaperone to attend out of state tournaments, CHARTER must inform CASE for Kids, in writing, prior to HUDL City Championship pre-qualifying tournament on (March 4, 2023).

#### C. Performance of Obligations during COVID-19 pandemic:

Due to the currently ongoing COVID-19 pandemic, the Parties agree that either Party may perform its obligations under this Agreement virtually and/or remotely, as deemed appropriate by the performing Party. Without limiting the foregoing, for the Fall 2022 semester, all CASE Debates program activities under this Agreement, including, without limitation, CASE Debates tournaments, may in HCDE's sole discretion occur online/remotely. HCDE CASE Debates reserves the right to extend online/remote CASE Debates activities past the Fall 2022 semester, in its sole discretion, and shall notify the CHARTER whether CASE Debates activities for the Spring 2023 semester and beyond will be held online/remotely or in-person.

The CHARTER is solely responsible for the provision and cost of all equipment, technology, Internet service/capabilities, networking, and the like required to participate in CASE Debates program activities online/remotely. The CHARTER is further solely responsible for obtaining any required parental/guardian consent for students to participate in CASE Debates program activities online/remotely. HCDE will not be responsible for any costs necessitated or incurred due to online/remote participation.

The parties agree to reasonably cooperate with each other to ensure that the duties, obligations, and rights of both Parties under this Agreement are timely fulfilled, to the maximum extent possible, while also taking into account the health and safety of each Party's employees, officers, agents, representatives, and students. The Parties encourage social distancing as a measure intended to minimize the spread of disease in response to the current health situation.

- 5. <u>Payments</u>. 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.
- 6. <u>Piggybacking on HCDE-Procured Contracts.</u> Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, the District may, in its discretion, enter into separate and independent contracts with CASE Afterschool and Summer District Service Providers, procured by HCDE in accordance with Section 44.031 of the Texas Education Code, that employ the same negotiated terms and conditions contained in an existing contract(s) between HCDE and the Direct Service Provider.

If the CHARTER elects to piggyback off of one of HCDE's contracts with CASE Afterschool and Summer Direct Service Providers, the CHARTER shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to the CHARTER for use of HCDE contracts with Direct Service

Providers. The District shall make payments directly to vendors/Direct Service Providers. The CHARTER shall be responsible for ordering, inspecting, and accepting the goods and services purchased by utilizing one of HCDE's contracts with Direct Service Providers. The CHARTER shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivery, as set forth between the CHARTER and the vendor. HCDE is not responsible or liable for the performance of any vendor used by the CHARTER as a result of this Agreement or the CHARTER's piggybacking off on of HCDE's contracts with Direct Service Providers.

- 7. <u>Compliance with Laws</u>. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement, including, without limitation, the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA").
- 8. <u>Termination</u>. 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.
- 9. <u>Assignment</u>. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by the CHARTER without the prior written acknowledgment and authorization of HCDE.
- 10. <u>Conflict of Interest</u>. During the Term of HCDE's service to CHARTER, CHARTER, its personnel and agents, shall not, directly or indirectly, whether for CHARTER'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.
- 11. <u>Contract Amendment</u>. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
- 12. <u>Notice</u>. 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	YES Public Schools
Attn: James Colbert, Jr.	Attn: Selina Hall
County School Superintendent	Title: Principal
6300 Irvington Blvd.	Address: 9000 W Bellfort
Houston, Texas 77022	City, State, Zip: Houston, TX 77031
713-694-6300	Phone: 713-591-6425
	Emai1: selina.hall@yesprep.org

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

13. <u>Relation of Parties</u>. It is the intention of the parties that CHARTER 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 CHARTER or HCDE and any of CHARTER's representatives. This Agreement does not create a joint venture or business partnership under Texas law.

CHARTER is solely responsible for the supervision, daily direction and control, and payment (including payment of the Coach's Supplemental Duty Pay to CHARTER's coach(es)), payment of salary (including withholding of income taxes, social security and any other required withholdings), insurance, worker's compensation, disability benefits and like requirements and obligations of the CHARTER's employees, agents, volunteers, and representatives. The CHARTER agrees that HCDE has no responsibility for any conduct of any CHARTER employee, agent, volunteer, or representative.

- 14. <u>Non-Exclusivity of Services</u>. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide CHARTER with programs or services. During the Term of this Agreement, CHARTER 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.
- 15. <u>Disclaimer</u>. 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.
- 16. <u>Limitation of Liability</u>. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
  - Neither Party waives any immunity afforded to it, their employees, officers, or agents 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.
- 17. <u>Severability</u>. 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.
- 18. <u>Governing Law and Venue</u>. 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.

- 19. <u>No Waiver</u>. 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.
- 20. <u>Benefit for Signatory Parties Only</u>. 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.
- 21. <u>Authorization</u>. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
- 22. <u>Counterparts</u>. 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 CHARTER have executed this Agreement to be effective on the date specified in Article 1. <u>Term</u> above:

YES Prep Public Schools	Harris County Department of Education
Name of CHARTER	5 1
Selina Hall	
Selina Hall (Oct 24, 2022 09:42 CDT) Authorized Signature	
Selina Hall	James Colbert, Jr.
Printed Name	
Principal	County School Superintendent
Title	
Oct 24, 2022	
Date	Date
Type of Local Governmental Entity (select one):	
□ School District □ Charter School	



#### HARRIS COUNTY DEPARTMENT OF EDUCATION

### **CONTRACT PROCESSING FORM (CPF)**

Contract requires approval fro	om: Super	intendent 🛛		As	sistant	Superintend	ent
SECTION 1 – CONTRACT INFORMATION							
Funding Division CASE	Today's Date 9/30/22	# Original Contr 1	acts			dget Account Code 22-62990000	e (20 digits)
Contracting Party		RFP # (if applicab	ole)	Is Contracting Party an I	Employee	of HCDE? If yes,	which division?
Spring ISD				No Yes, Div	vision:		
Description of Services: Interlocal Agreement between CASE Pay.	for Kids Debate	s and specified sc	hool di	strict for the Debate To	urnamen	t year Coach Sup	plemental Duty
Type of Contract		Contract Fiscal Y	ear	HCDE Contract?		Term	
Interlocal		2022-2023	Y	es (HCDE Contract)	From:	9/16/2022	8/31/2023
		SECTION 2 – C					
Expenditure contract less than \$75,000					Amount:		,000.00
SECTION 3 – The Board has approved entering into				(LOCAL) PURCHAS		THORITY Yes – Click here t	o optor o doto
The Board has approved entering into			-			I es – click here t	o enter a date.
This contract was previously revio				VIEW CHECKLIST			
<ul> <li>This contract was NOT previously Date I reviewed contract using Exceptions Found? Click</li> <li>This contract was reviewed by Pu</li> <li>This contract was reviewed by Te</li> <li>This contract was reviewed by Fa</li> </ul>	the Contract Rev c here to select or rchasing. chnology	view Checklist:	-	k here to enter a date. als)			
SEC	FION 5 – REQU	UIRED ACKNO	WLED	GEMENT AND SIGN	NATURI	ES	
	m will be condu sure accomplish tractor: unsupervised o	cted in accordanc ment of this object contact with stud	ce with tive. <b>dents</b> o		state, and		
Employee Completing this form		Date		ding Division Director	's signa	ture	Date
Jimi Morales Kimberlee Akingem	DT) .	10/18/2022	$\boxtimes^{\overline{1}}$	Finkez			Oct 24, 2022
	C	:	Jára Gau				Oct 24, 2022
	FOR	PURCHASING	DIVIS	ION USE ONLY:			
Contract Reviewer:					Da	ate:	
□ Vendor Packet □ Form 1295		Vendor 🗆 R tification	Resume	□ EICC Checklist	□ SAN No)	A's Check (Deba	rred 🗆 Yes 🗆
$\Box$ Board Action Item – $\Box$ Revenue	-			igned by Assistant Supe			
Board Information Item				eturned to Division or:_			
Contract Approved by Board		:		Date Returned:			
<ul> <li>Contract Signed by Superintenden</li> <li>Expenditure Contract (For Approv</li> </ul>				dditional Signatures Re hen obtained	quired –	Return one origi	nal to Purchasing
NOTES:	ar Onry) Date	·	w	nen ootamed			

#### Interlocal Agreement between Harris County Department of Education & Spring ISD for HCDE CASE Debates

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 Spring ISD, an independent school district and/or ISD school ("ISD"), located in Houston, TX, 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.

HCDE, HCDE's Center for Afterschool, Summer and Enrichment for Kids ("CASE for Kids"), and Houston Urban Debate League ("HUDL") operate a joint project, "HCDE CASE Debates" to provide debate programs and camps for at-risk teens in Harris County school districts.

Both HCDE and ISD desire to set forth, in writing, the terms and conditions of their agreement relating to ISD's participation in HCDE CASE Debates.

#### **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. <u>Term</u>. This Agreement shall be for the period beginning **September 16, 2022 and ending August 31, 2023**. Subject to the receipt of sufficient appropriated funds from HCDE and HCDE's written approval, this Agreement may be renewed for additional year(s).
- 2. <u>Compensation and Funding</u>. Subject to the following paragraphs, HCDE will pay the ISD an amount not to exceed \$8,000 for providing the ISD's CASE Debates progam coach(s) supplemental duty pay at Spring Early College Academy and Westfield High School campuses to serve at least four (4) but no more than twenty-five (25) students ("Coach's Supplemental Duty Pay").

HCDE will only pay the maximum of \$4,000.00 per campus to the ISD regardless of the number of CASE Debates Coaches assigned by the ISD. The ISD assumes responsibility for how the Coach's Supplemental Duty Pay received from HCDE may be divided between one or more CASE Debates coaches. The ISD must submit a Stipend Verification Form detailing expectations of the project were met with supporting documentation for the CASE Debates project and an invoice in order to receive payment of the Coach's Supplemental Duty Pay. HCDE will pay the ISD within 30 days of receiving an invoice and the project documentation required herein. Only invoices for allowable expenses, per grant fiscal guidelines, incurred during the Term of this Agreement will be paid by HCDE. The ISD

waives any statutory right to interest the ISD may have under Chapter 2251 of the Texas Government Code.

The ISD may be eligible for a prorated amount, in HCDE's sole discretion, if the ISD is unable to maintain its CASE Debates project in accordance with the project description, including all requirements listed herein, including, but not necessarily limited to: maintaining an assigned CASE Debates Coach in the ISD where the CASE Debates programs are provided; offering debate practice during non-regular school hours; maintain the number of students served in the ISD by the CASE Debates project; and fulfillment of the total number of events attended. It is expected that the ISD will meet 80% of the project's requirements. The ISD agrees that if any time after [January 20, 2023], the HCDE CASE for Kids Director determines that the ISD does not have a realistic action plan to meet at least 80% of the project guidelines, HCDE reserves the right to reduce the Coach's stipend by 50%.

3. <u>Agreement</u>. This Agreement and the attached and incorporated addenda 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.

#### 4. Purpose and Scope of Work.

#### A. HCDE agrees to:

- I. Provide a Coach's Supplemental Duty Pay not to exceed \$4,000 per campus;
- II. For in-person events provide coordination and cost of transportation to and from CASE Debates seminars, tournaments, and other sponsored activities;
- III. Conduct CASE Debates seminars, tournaments, and other sponsored activities, as determined by HCDE;
- IV. For in-person events provide breakfast, lunch, and snack at CASE Debates seminars, tournaments and field trips; dinner is provided at all tournament activities;
- V. Provide scholarships for selected students to participate in the HUDL and CASE Debates Summer Debate Camp, in HCDE's sole discretion and subject to scholarship eligibility requirements set by HCDE and/or HUDL;
- VI. Provide technical assistance, training, and coach support;
- VII. Provide curriculum, materials and a starter supply kit; and
- VIII. Provide registration forms that include parental consent for participation, program evaluation, media use, and release of FERPA-protected student information to HCDE;
- IX.Through the sponsorship of HUDL, provide payment of expenses associated with the National Association for Urban Debate Leagues (NAUDL) Urban Debate League National Championship in Dallas, TX (March 31-April 2, 2023) for HUDL City Championship team qualifiers (First Place and Second Place winners and their coach) and World Schools Teams to compete in the National Speech and Debate Association (NSDA) Tournament online (June 11-16, 2023).

#### **B. ISD agrees to:**

I. Appoint one (1) or two (2) CASE Debates coaches at each participating campus to coach students in preparation of CASE Debates tournaments; the

coach should be associated with the campus and be familiar with teaching students;

- II. Offer a CASE Debates practice no less than (1) day a week and one (1) hour, during non-regular school hours (i.e. before school, after school, weekend, etc.) during debate season (September 1, 2022 May 1, 2023); classes may continue through the Spring 2023 semester in preparation of CASE Debates approved national qualifying tournaments, school year 2022-2023 and summer camp;
- III. Provide the CASE Debates program to at least the four (4) but no more than twenty-five (25) students per participating campus; more than twenty (20) students per participating campus may participate with HCDE's prior written consent;
- IV. Attend at least four (4) CASE Debates events with at least four (4) or more students; these events include seminars, tournaments, and other approved CASE Debates and HUDL sponsored events;
- V. Be available to serve as a CASE Debates Tournament judge if and when needed;
- VI. Secure permissions from students' parents/guardians on forms for program participation, program evaluation, media releases, and release of FERPA-protected information to HCDE, as requested by HCDE;
- VII. Comply with all ISD procedures for student travel on field trips;
- VIII. Maintain responsibility for supervision of all students participating in the HCDE CASE Debates program and activities as well as follow district and CASE Debates code of conduct;
- IX. Enter student attendance records for students' attendance at CASE Debates tournaments into Speechwire and other attendance record management;
- X. Participate in ongoing evaluation of the CASE Debates program, including, but not limited to, student, parent, and teacher surveys, as well as focus groups;
- XI. Collect and provide student level data requested by HCDE to HCDE no later than May 31, 2023 for each student for whom FERPA consent to release student level data has been obtained; student level data shall include, but is not limited to the following: grade level, attendance, ethnicity, gender, STAAR scores, TAKS scores, grades, Stanford Achievement scores, conduct scores, end of course scores, and disciplinary reports for students in the CASE Debates program. All student level data shall be used for purposes of program evaluation and education research; and
- XII. Participation in site visits throughout the CASE Debates season to assess program quality;
- XIII. Campuses that have an interest in competing in the HUDL City Championship and National qualifying tournaments must meet the following requirements: each member of the debate team must attend three (3) regular season 2022-2023 HCDE CASE Debates tournaments and compete at the varsity level at the pre-qualifying tournament on (February 11, 2023). The HUDL City Championship on (March 4, 2023) is predicated on previous participation and qualification. Qualifiers (First Place and Second Place winners) at the HUDL City Championship will be eligible to compete in the National Association for Urban Debate League (NAUDL) Urban Debate League National Championship (for CX Debate) (March 31-

April 2, 2023), and World Schools Teams would compete in the National Speech and Debate Association (NSDA) National Tournament in Phoenix, AZ (June 11-16, 2023)

XIV. If ISD requires an additional chaperone to attend out of state tournaments, ISD must inform CASE for Kids, in writing, prior to HUDL City Championship pre-qualifying tournament on (March 4, 2023).

#### C. Performance of Obligations during COVID-19 pandemic:

Due to the currently ongoing COVID-19 pandemic, the Parties agree that either Party may perform its obligations under this Agreement virtually and/or remotely, as deemed appropriate by the performing Party. Without limiting the foregoing, for the Fall 2022 semester, all CASE Debates program activities under this Agreement, including, without limitation, CASE Debates tournaments, may in HCDE's sole discretion occur online/remotely. HCDE CASE Debates reserves the right to extend online/remote CASE Debates activities past the Fall 2022 semester, in its sole discretion, and shall notify the ISD whether CASE Debates activities for the Spring 2023 semester and beyond will be held online/remotely or in-person.

The ISD is solely responsible for the provision and cost of all equipment, technology, Internet service/capabilities, networking, and the like required to participate in CASE Debates program activities online/remotely. The ISD is further solely responsible for obtaining any required parental/guardian consent for students to participate in CASE Debates program activities online/remotely. HCDE will not be responsible for any costs necessitated or incurred due to online/remote participation.

The parties agree to reasonably cooperate with each other to ensure that the duties, obligations, and rights of both Parties under this Agreement are timely fulfilled, to the maximum extent possible, while also taking into account the health and safety of each Party's employees, officers, agents, representatives, and students. The Parties encourage social distancing as a measure intended to minimize the spread of disease in response to the current health situation.

- 5. <u>Payments</u>. 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.
- 6. <u>Piggybacking on HCDE-Procured Contracts.</u> Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, the District may, in its discretion, enter into separate and independent contracts with CASE Afterschool and Summer District Service Providers, procured by HCDE in accordance with Section 44.031 of the Texas Education Code, that employ the same negotiated terms and conditions contained in an existing contract(s) between HCDE and the Direct Service Provider.

If the ISD elects to piggyback off of one of HCDE's contracts with CASE Afterschool and Summer Direct Service Providers, the ISD shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to the ISD for use of HCDE contracts with Direct Service Providers. The District shall make payments directly to vendors/Direct Service Providers. The ISD shall be responsible for ordering, inspecting, and accepting the goods and services purchased by utilizing one of HCDE's contracts with Direct Service Providers. The ISD shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivery, as set forth between the ISD and the vendor. HCDE is not responsible or liable for the performance of any vendor used by the ISD as a result of this Agreement or the ISD's piggybacking off on of HCDE's contracts with Direct Service Providers.

- 7. <u>Compliance with Laws</u>. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement, including, without limitation, the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA").
- 8. <u>Termination</u>. 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.
- 9. <u>Assignment</u>. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by the ISD without the prior written acknowledgment and authorization of HCDE.
- 10. <u>Conflict of Interest</u>. During the Term of HCDE's service to ISD, ISD, its personnel and agents, shall not, directly or indirectly, whether for ISD'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.
- 11. <u>Contract Amendment</u>. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
- 12. <u>Notice</u>. 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	Spring ISD
Attn: James Colbert, Jr.	Attn: Dr. Lupita Hinojosa
County School Superintendent	Title: Superintendent of Schools
6300 Irvington Blvd.	Address: 16717 Ella Blvd
Houston, Texas 77022	City, State, Zip: Houston, Texas 77090
713-694-6300	Phone: 281-891-6025
	Email: <u>lhinoj1@springisd.org</u>

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.

13. <u>Relation of Parties</u>. It is the intention of the parties that ISD 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 ISD or HCDE and any of ISD's representatives. This Agreement does not create a joint venture or business partnership under Texas law.

ISD is solely responsible for the supervision, daily direction and control, and payment (including payment of the Coach's Supplemental Duty Pay to ISD's coach(es)), payment of salary (including withholding of income taxes, social security and any other required withholdings), insurance, worker's compensation, disability benefits and like requirements and obligations of the ISD's employees, agents, volunteers, and representatives. The ISD agrees that HCDE has no responsibility for any conduct of any ISD employee, agent, volunteer, or representative.

- 14. <u>Non-Exclusivity of Services</u>. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide ISD with programs or services. During the Term of this Agreement, ISD 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.
- 15. <u>Disclaimer</u>. 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.
- 16. <u>Limitation of Liability</u>. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
  - Neither Party waives any immunity afforded to it, their employees, officers, or agents 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.
- 17. <u>Severability</u>. 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.
- 18. <u>Governing Law and Venue</u>. 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.

- 19. <u>No Waiver</u>. 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.
- 20. <u>Benefit for Signatory Parties Only</u>. 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.
- 21. <u>Authorization</u>. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
- 22. <u>Counterparts</u>. 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 ISD have executed this Agreement to be effective on the date specified in Article 1. <u>Term</u> above:

Spring Independent School District

Harris County Department of Education

Name of ISD Lupite Hingra

Authorized Signature

Printed Name

Superintendent of Schools

Title

Oct 23, 2022

Date

James Colbert, Jr.

County School Superintendent

Date

Type of Local Governmental Entity (select one):

□ School District □ ISD School

#### **Regular Board Meeting**

Meeting Date:	November 16, 2022	
	Cycle 11 Year 1 Amended Interlocal A Independent School District	Agreement for FY 2022 Galena Park
Submitted For:	Lisa Caruthers, Case for Kids	Submitted By: Kimberlee Flowers
Additional Resource Personnel:		

#### Information

#### **Posted Agenda Item:**

Ratification of amended Interlocal (expenditure) contract for FY 2022 CASE for Kids Nita M. Lowey 21st Century Community Learning Center(s) Cycle 11, Year 1 grant, in the aggregate amount of \$105,400 with the following district: Galena Park ISD in the amount of \$105,400 (220 students served).

#### Subject:

Ratification CASE for Kids 21st Century Community Learning Center(s) Cycle 11, Year 1 grant for FY 2022 Interlocal with Galena Park Independent School District

#### **Rationale:**

The Texas Education Agency has granted funds for year 1 of a five-year 21st Century Community Learning Centers grant. These funds must be used to implement the five core components of the grant: (1) improve academic performance; (2) improve behavioral outcomes; (3) increase college and career readiness; (4) foster youth leadership; and (5) promote parent involvement. The purpose of this grant is to provide a Texas Education Agency 21st Century Community Learning Center comprehensive afterschool program in the following school district:

Galena Park ISD in the amount of \$105,400 (220 students served).

	Attachments	
Galena Park ISD		
	Form Review	

Inbox **Reviewed By** CASE Lisa Caruthers Form Started By: Kimberlee Flowers Final Approval Date: 11/02/2022

Date 10/24/2022 08:41 PM Started On: 10/24/2022 06:38 PM

#### AMENDMENT #1 TO INTERLOCAL CONTRACT BETWEEN HARRIS COUNTY DEPARTMENT OF EDUCATION AND GALENA PARK INDEPENDENT SCHOOL DISTRICT

Amendment #1 is changing the Agreement between the Harris County Department of Education, ("HCDE") and Galena Park Independent School District ("ISD") as stated below:

#### 1. II. TERM (Did Read)

This Contract shall be for the period beginning August 1, 2021 and ending July 31, 2022. Subject to the receipt of sufficient funds from the Texas Education Agency for Nita M. Lowey 21st Century Community Learning Centers by HCDE and HCDE's written approval, this Contract may be renewed for additional year(s).

#### II. TERM (Now Reads)

This Contract shall be for the period beginning August 1, 2021 and ending September 30, 2022. Subject to the receipt of sufficient funds from the Texas Education Agency for Nita M. Lowey 21st Century Community Learning Centers by HCDE and HCDE's written approval, this Contract may be renewed for additional year(s).

#### 2. V. COMPENSATION AND FUNDING (Did Read)

Subject to the following paragraphs, HCDE will pay the ISD in an amount not to exceed:

• \$85,500.00 for providing the Center in accordance with Section III and this Contract at Cobb 6th Grade and Havard Elementary.

The ISD must submit an itemized monthly statement detailing expenses with supporting documentation for the Center(s) in order to receive payment of these expenses. HCDE will pay the ISD within 60 days of receiving sufficient funds as described below. Only invoices for allowable expenses, per grant fiscal guidelines, incurred during the term of this Contract will be paid by HCDE. The ISD waives any statutory right to interest the ISD may have under Chapter 2251 of the Texas Government Code. The ISD may be eligible for a prorated amount, in HCDE's sole discretion, if the ISD is unable to maintain its Center(s) in accordance with the site description. Included in these requirements are: the number of Centers in the ISD where the Center programs are provided; the number of students and adults served in the ISD by the Center programs; and fulfillment of the total number of days of providing service. It is expected that the Center will expend a minimum of 90% of the total grant award outlined herein. The ISD agrees that if any time after January 31, 2022, the HCDE CASE for Kids Director determines that the ISD does not have a realistic action plan to expend at least 90% of the grant award amount, HCDE may withhold and reserve up to one-third of the budget (Exhibit B) that would have been otherwise paid to the ISD and use those funds, in HCDE's sole discretion, to allocate allowable expenses to support the afterschool program/Center, in accordance with the grant fiscal guidelines and procedures. HCDE will notify the ISD at least two weeks prior to re-allocation/withholding of funds from the ISD in support of the afterschool program/Center.

The ISD acknowledges that federal funds will be used to pay for all or a portion of funds due under this Contract and that this Contract is only effective upon receipt of the Notice of Grant Award ("NOGA") and actual funding by HCDE from the awarding agency. As such, if HCDE does not receive sufficient funding for the obligations

provided in this Contract, HCDE may terminate this Contract without penalty or further obligation to the ISD, at any time upon written notice to the ISD. The expenses incurred in accordance with this Contract shall be wholly funded by the Texas ACE Program. In the event that any payment(s) to ISD under this Contract are subsequently disallowed by the awarding agency or affiliated entity or in the event that HCDE is required to refund any funding received from the awarding agency, affiliated entity, or other granting agency relating to this Contract, to the maximum extent permitted by applicable law, the ISD shall repay to HCDE, on demand, the amount of any such disallowed costs and/or refund. HCDE may, in its sole discretion, deduct the amount(s) of any such disallowed costs and/or refund(s) from subsequent payments to the ISD under this Contract.

The ISD and HCDE agree that, in accordance with Section 791.011, each party paying for the performance of governmental functions and/or services must make those payments from current revenues available to the paying party, and payment must be in an amount that fairly compensates the performing party for the services and/or functions performed under the Contract.

#### V. COMPENSATION AND FUNDING (Now Reads)

Subject to the following paragraphs, HCDE will pay the ISD in an amount not to exceed:

• \$105,400.00 for providing the Center in accordance with Section III and this Contract at Cobb 6th Grade and Havard Elementary.

The ISD must submit an itemized monthly statement detailing expenses with supporting documentation for the Center(s) in order to receive payment of these expenses. HCDE will pay the ISD within 60 days of receiving sufficient funds as described below. Only invoices for allowable expenses, per grant fiscal guidelines, incurred during the term of this Contract will be paid by HCDE. The ISD waives any statutory right to interest the ISD may have under Chapter 2251 of the Texas Government Code. The ISD may be eligible for a prorated amount, in HCDE's sole discretion, if the ISD is unable to maintain its Center(s) in accordance with the site description. Included in these requirements are: the number of Centers in the ISD where the Center programs are provided; the number of students and adults served in the ISD by the Center programs; and fulfillment of the total number of days of providing service. It is expected that the Center will expend a minimum of 90% of the total grant award outlined herein. The ISD agrees that if any time after January 31, 2022, the HCDE CASE for Kids Director determines that the ISD does not have a realistic action plan to expend at least 90% of the grant award amount, HCDE may withhold and reserve up to one-third of the budget (Exhibit B) that would have been otherwise paid to the ISD and use those funds, in HCDE's sole discretion, to allocate allowable expenses to support the afterschool program/Center, in accordance with the grant fiscal guidelines and procedures. HCDE will notify the ISD at least two weeks prior to re-allocation/withholding of funds from the ISD in support of the afterschool program/Center.

The ISD acknowledges that federal funds will be used to pay for all or a portion of funds due under this Contract and that this Contract is only effective upon receipt of the Notice of Grant Award ("NOGA") and actual funding by HCDE from the awarding agency. As such, if HCDE does not receive sufficient funding for the obligations provided in this Contract, HCDE may terminate this Contract without penalty or further obligation to the ISD, at any time upon written notice to the ISD. The expenses incurred in accordance with this Contract shall be wholly funded by the Texas ACE Program. In the event that any payment(s) to ISD under this Contract are subsequently disallowed by the awarding agency, affiliated entity or in the event that HCDE is required to refund any funding received from the awarding agency, affiliated entity, or other granting agency relating to this Contract, to the maximum extent permitted by applicable law, the ISD shall repay to HCDE, on demand, the amount of any such

disallowed costs and/or refund. HCDE may, in its sole discretion, deduct the amount(s) of any such disallowed costs and/or refund(s) from subsequent payments to the ISD under this Contract.

The ISD and HCDE agree that, in accordance with Section 791.011, each party paying for the performance of governmental functions and/or services must make those payments from current revenues available to the paying party, and payment must be in an amount that fairly compensates the performing party for the services and/or functions performed under the Contract.

Executed the \_\_\_\_\_ day of \_\_\_\_\_\_ of the year 2022.

Galena Park Independent School District

Harris County Department of Education

By: Sonya Haidusek-Mazy (Signature)DB4D3...

By: \_\_\_\_\_\_(Signature)

Dr. Sonya Niazy Superintendent for Operational Support/CFO Galena Park Independent School District Mr. James Colbert, Jr. County School Superintendent 6300 Irvington Blvd. Houston, TX 77022-5618 713-696-1371

Regular Board Meeting			6.F.1.
Meeting Date:	November 16, 2022		
Title:	Contract Award for 23/004LS Techn for Food Service	ology Products and Othe	r Related Services
Submitted For:	Joann Nichols, Choice Partners	Submitted By:	Laura Sprehe
<b>Recommended Action:</b>		HCDE Goal(s):	
Additional Resource Personnel:		Facilities/Technology Approval Needed?:	,

#### Information

#### Posted Agenda Item:

Approval of the Contract Award for Choice Partners job no. 23/004LS for Technology Products and Other Related Services for Food Service with the following vendors: Automated Financial Systems (Robert Beyer Enterprises LLC (23/004LS-01); Descon Signage Solutions (Young & Kenady, Inc.) (23/004LS-02); EMS LINQ, LLC (23/004LS-03); Harris School Solution, a division of N. Harris Computer Corporation (23/004LS-04); Health-e Pro (Water Walkers, Inc.) (23/004LS-05); Global Payments Inc. dba Heartland Payment Systems, LLC (23/004LS-06); Foodworks Technologies, LLC dba MenuLogic K12 (23/004LS-07); PCS Revenue Control Systems, Inc. (23/004LS-08); PrimeroEdge (Cybersoft Technologies, Inc.) (23/004LS-09); TabletKiosk (Sand Dune Ventures, Inc.) (23/004LS-10); TekVisions, Inc. (23/004LS-11); for the period of 11/17/2022 through 11/16/2023.

#### Subject:

Choice Partners Cooperative; Contract Award; Foodservice Contract; Technology Contract; Revenue Generating

#### Rationale:

The process enacted was Request for Proposal (RFP) to acquire proposals from vendors to provide Technology and Other Related Services for Food Service to HCDE/Choice Partners members.

Two thousand four hundred and thirty-six (2436) invitations were extended for proposals. Eleven (11) responses were received from vendors. The responses were reviewed for compliance with requirements of RFP no. 23/004LS. All eleven (11) responses met criteria and requirements of the RFP, and were evaluated and scored. No (0) vendors were non-awarded, and eleven (11) vendors offering the 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 11/17/2022 to 11/16/2023 to the vendors stated above in Posted Agenda Items. Contract no. 23/004LS will be an administrative fee of one (1%) on all sales made under this contract. The contract is governed by the Texas Education Code

44.031

	Fiscal Impact	
Included in FY budget Y/N:	Y	
Included in current budget amend	ment Y/N: N	
	Attachments	
Participation List		

Participation List Evaluation Summary Committee Reccomendation

# **Supplier Participation**

## 23/004LS Addendum 1

# Technology & Other Related Products and Services for Food Service

Issue Date: 9/2/2022 Questions Deadline: 9/28/2022 02:00 PM (CT) Response Deadline: 9/30/2022 02:00 PM (CT)

**Choice Partners** 

#### **Contact Information**

Contact: Laura Sprehe- Food Contract Manager Address: Choice Partners North Post Oak Building 6005 Westview Dr Houston, TX 77055 Phone: 1 (713) 696 8213 Email: Isprehe@hcde-texas.org

### **Participation Summary**

Supplier	Email Status	Response Status
@RISK Technologies		No Response
1ST Academy Online Tutoring (The Children's Carousel Academy)		No Response
2 Inspire Peace (2 Inspire Peace)		No Response
2020 Exhibits (2020 Exhibits)		No Response
22nd Century Technologies, Inc. (22nd Century Technologies, Inc.)		No Response
23interactive		No Response
247 Security Inc.		No Response
2M Business Products (Houdal Corporation)		No Response
2nd Watch		No Response
2Tier Wholesalers		No Response

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3 Oaks Resource Group International (Your School Resource Group, Inc.)		No Response
360Factor Consulting, LLC		No Response
365 Paving & Construction LLC		No Response
3-C Technology, LLC		No Bid
3i Cabling and Power Group (3i Cabling Systems, Inc)		No Response
3i International (All Points Solution, Inc.)		No Response
3M / MISD		No Response
3P Learning		No Response
3rd I Process FX		No Response
3Seventy Inc		No Response
3T Federal Solutions, LLC		No Response
4kboards		No Response
5G Solutions (Mahalakshmi Solutions LLC)		No Response
5W Public Relations		No Response
6crickets Inc		No Response
6e Technologies		No Response
806 Technologies, Inc.		No Response
8554MyLogo.com (South Coast Promotions, Inc)		No Response
911 Security Cameras Inc		No Response
A Better Day Foundation, LLC (A Better Day Foundation, LLC)		No Response
A La Chateau Center INC.		No Response
A Yancy Life (Yancy Life Transition Center)		No Response
A&C Plastics (A & C Plastic Products, Inc.)		No Response
A&M Executive Services LLC		No Response
A.A.B.S		No Response
A+ Medical Examiners		No Response
A1-4 Electronics, Inc.		No Response
AAA Painting		No Response
Aaron ID Solutions	Fail	No Response
AATD LLC		No Response
Abacus Service Corporation		No Response
Abletek (Able Technologies, Inc.)		No Response

ABM SYSTEM (Recycling Surplus, Inc)		Viewed
AboveNet Communications Inc.	Fail	No Response
Abrams Learning Trends (Abrams and Company Publishers, Inc)		No Response
ABS (RJ Braniff Corporation)		No Response
Absolute Cabling Solutions Corp	Fail	No Response
Absolute Color Mailplex		No Response
AC Language School (Chavez & Associates)		No Response
AC/DC Synergy Group		No Response
ACA Compliance Services, Inc.	Fail	No Response
ACA GPS, LLC		No Response
Academy Global Learning		No Response
Academy of Accelerated Learning (Academy of Accelerated Learning Inc.)		No Response
Access Sciences Corporation		No Response
Accessdata		No Response
ACCO Brands USA LLC (ACCO Brands Corporation)		No Bid
Accretive Solutions (Accretive Solutions - Houston LP)		No Response
Accudata Systems Inc		No Response
Accutek Technologies, Inc.		No Response
Accuvant		No Response
ACE Data Recovery (ACE Data Group, LLC)		No Response
Achieve3000, Inc.		No Response
Acktinos, LLC		No Response
ACP CreativIT LLC (ACP CreativIT LLC)		No Response
ACS Engineering & Safety		No Response
ACT, Inc		No Response
Actiontec Electronics		No Response
Activa Products		Viewed
Active Internet Technologies (Finalsite)		No Response
ACTIVE Network, LLC		No Response
Acxiom Corporation		No Response
Adaptive Technology Systems (Marjan DuBois)		No Response
AdComp Systems, Inc.		No Response

Adele's Coaching and Consulting		No Response
ADI Global Distribution (Honeywell)		No Response
Adorama Inc.		No Response
ADT Commercial LLC (ADT Commercial LLC)		No Response
Adult Reading Center, Inc.		No Response
Advance Professional Consultants, LLC		No Response
Advanced Academics, Inc.		No Response
Advanced Connections, Inc.		No Response
Advanced Graphics (MBR, INc.)		No Response
Advanced Networks of Texas		No Response
Advanced Toolware LLC (Tools4ever)		No Response
Advancetech Systems (Advancetech Systems 2, Inc.)		No Response
Advantage Imaging Supply Inc.		No Response
Advantage office products		No Response
Advantage Office Products, LLC (Advantage Office Products, LLC)		No Response
Advantage Security Integration		No Response
Adwebvertising, LLC (Nick Covanes)		No Response
AE Touch Technologies, Inc.		No Response
Aerial Focus		No Response
Affiliated Communications, Inc		No Response
AFFORDABLE SIGNS		No Response
AFL Enterprise Services, Inc.		No Response
AFP INDUSTRIES, INC.		No Response
AFS Security, LLC (Armor Fire & Sound)	Fail	No Response
Afterthoughts Music Studio		No Response
Agency Partner Interactive		No Response
AGH2O Holdings, LLC (AGH2O Holdings, LLC)		No Response
Agile Mind, Inc. (Agile Mind, Inc.)		No Response
AGiRepair, Inc.		No Response
Agular Systems, Inc.		No Response
Aha Education, LLC		No Response
AIAA Kids LLC		No Response

aINSIGHT (Applicant Insight dba aINSIGHT)		No Response
AIO Integrations LLC	Warn	No Response
Aita Technologies (Aita Consulting Services, Inc.)		No Response
Aitium Inc		No Response
Akamai Technologies, Inc.		No Response
Akitabox		No Response
Aknew Approach, Inc.		No Response
Alacrinet Consulting Services, Inc. (Alacrinet Consulting Services, Inc.)		No Response
Alamo Music Center, Inc.		No Bid
ALAMO PRISM COMMUNICATION, LLC		No Response
Alarm Integrations, Inc		No Response
Alchemy Systems, L.P.		No Response
Alegna Technologies, Inc.		No Response
Alert Logic, Inc.		No Response
Alertus (Alertus Technologies)		No Response
ALICE Training Institute (ALICE Training Institute, LLC)		No Response
AlienVault Inc		No Response
Alinc Technologies, LLC		No Response
Alive Studios, LLC	Warn	No Response
All About Events		No Response
All About IT Inc (All About IT Inc)		No Response
All Educate Learning Resources		No Response
All N All Supplies LLC		No Response
All Pro Solutions, Inc.		No Response
All Pro Sound (AP Sound, Inc.)		No Response
All Thing's Gourmet		No Response
ALL VALLEY DRUG SCREENS (ALL VALLEY DRUG SCREENS)		No Response
Alliance Strategic Business Services, LP	Fail	No Response
Alliance Technology Group LLC		No Response
Allied Security Links (Astatic technologies)		No Response
AllTex Welding Supply, Inc. (AllTex Welding Supply, Inc.)		No Response
Alma (Alma Technologies Inc.)		No Response

ALPHA Facilities Solutions		No Response
Alpha Omega Wireless, Inc.		No Response
Alpha Sirius Inc.	Fail	No Response
Alpheus Communications		No Response
Alpheus Data Services		No Response
Alps Technolog Solutions		No Response
AI-Raza Computing Services (AI-Razaq Computing Services)		No Response
ALS Systems (A-Access)		No Response
Althea Publishers (Althea Publishers, LLC)		No Response
Ambonare, Inc.		No Response
AMCAD (American Cadastre LLC)		No Response
AMER Technology		No Response
America Learns (America Learns, LLC)		No Response
American Appraisal (American Appraisal Associates, Inc.)		No Response
American Eagle Computer Products		No Response
American Fire Systems Inc.		No Response
American Medical Institute Inc (N/A)		No Response
American Pride Paper and Plastic (American Pride Paper and Plastic)		No Response
American Specialty Advertising and Promotional Marketing LLC	Fail	No Response
American Traffic Solutions (American Traffic Solutions)		No Response
Amparo Consulting & Design		No Response
ampiO Solutions (ampiO LLC)		No Response
Ample Computer Services Inc		No Response
AMSYS Innovative Solutions LLC (AMSYS Innovative Solutions LLC)		No Response
Amtek Information Service, Inc.		No Response
AMX SchoolView		No Response
Anderson Hydra Platforms, Inc.		No Response
Andrea Electronics (Andrea Direct Marketing)		No Response
AnLar, LLC		No Response
Annapurna Solutions LLC (Annapurna Solutions LLC)		No Response
Anthology Inc.		No Response
AOS-USA		No Response

Apache Services, Inc.	No Response
Aparc Systems	No Response
Aperture Education (Aperture Education)	No Response
Apex Learning Inc.	No Response
APEX TELECOMMUNICATIONS SERVICES, INC.	No Response
Apogee	No Response
Apollo Office Systems LLC	No Response
APOLLO VIDEO TECHNOLOGY	No Response
Appddiction Studio (Appddiction Studio LLC)	No Response
Application Link Incorporated	No Response
Applications Software Technology Corporation	No Response
Approved Networks (Approved Networks)	No Response
Approved Purchasing, LLC	No Response
Aprisa Technology LLC	No Response
Aquila Alarm & Communications, LLC.	No Response
Arbimed Inc	No Response
ARCBridge Consulting	No Response
Arciteq	No Response
Arctic Information Technology, Inc.	No Response
Ardent Technologies Inc	No Response
Argus Talent	No Response
ARRAY	No Response
Arrow Enterprise Computing Solutions (Arrow ECS) (Arrow Electronics, Inc.)	No Response
Arrow Micro Corp.	No Response
Arrow S3	No Response
As We Grow Learning Center	No Response
ASAP Business Services (Accurate Standards Available Professionals Business Services, LLC)	No Response
ASAP SECURITY SERVICES (Shrink Stoppers, LLC)	No Response
ASC Direct Inc. (ASC Direct West Inc)	No Response
Ascend Education (KMB Of Shreveport, LLC)	No Response
ASE Security Solutions LLC	No Response
Aspell Services, Inc. (Aspell Services, Inc.)	No Response

Aspex Solutions (General ASP, Inc.)		No Response
AspireHR		No Response
Assad Khoury Group		No Response
Asset Panda (Asset Panda)		No Response
AssetGenie, Inc. (AGiRepair and AGParts Education)		No Response
AssetWorks Inc.		No Response
Associated Time On Demand		No Response
Association for the Advancement of Mexican Americans		No Response
AST Corporation (Applications Software Technology Corporation)		No Response
Astound Business Solutions		No Response
Astrov & Associates		No Response
AT&T Inc.		No Response
ATEC Comunication		No Response
Athena Scholastic, LLC		No Response
Atkins Powerhouse Consulting LLC		No Response
Atlantic Trading LLC (Todd)		No Response
Atlantic Training (Atlantic Training)		No Response
Atmosphere Apps (US Biomedical Information Systems Inc)		No Response
Atomic Learning		No Response
Atron Solutions, LLC.		No Response
ATSER (ATSER Systems, Inc.)		No Response
Atterro		No Response
ATViroTech Inc. (ATViroTech Inc.)		No Response
ATW MGMT INC	Fail	No Response
ATX Learning		No Response
Audio Enhancement, Inc.		No Response
Audio Optical Systems of Austin		No Response
Audio Resource Group (Audio Resource Group, Inc)		No Response
AUDIO VISUAL NETWORK (Brenda M. Currey)		No Response
AUDIO VISUAL NETWORKING PLUS		No Response
Audio Visual Technologies Group, Inc. (Audio Visual Technologies Group, I c.)	n	No Response
AudioLink Technologies Corporation		No Response
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Augmentative Communication Consultants, Inc		No Response
August Schools, Inc (August Schools, Inc)		No Response
AUNINC TECHNOLOGY SOLUTIONS		No Response
Auspicious Labs Inc. (same)		No Response
Austin Tele-Services	Fail	No Response
Australis Innovative Technology Asset Solutions		No Response
Authorable		No Response
Automated Financial Systems (Robert Beyer Enterprises LLC)		Submitted
Avanade, Inc.		No Response
Avatar Academic Inc.	Fail	No Response
Avaya (Avaya Inc)		No Response
Avenue		No Response
AVEX LLC		No Response
Avid Systems LLC		No Response
Avidex Industries LLC		No Response
Avinext (The Personal Computer Store, inc)		No Response
AVI-SPL LLC (AVI-SPL LLC)		No Response
Avistas (Avistas Business Engineering LLC)		No Response
AVSI Group LLC		No Response
AXELLIANT LLC		No Response
Axess USA Telecom, LLC		No Response
Axigent Technologies Group inc		No Response
Azpen Innovations (Azpen Innovations)		No Response
AZUGA, INC. (AZUGA, INC.)		No Response
B & H Photo Video (B & H Foto & Electronics Corp.)		Viewed
B.E. Publishing		Viewed
BAAS Support Services, LLC		No Response
Bak USA Technologies Corp	Fail	No Response
BAMA-Bio Tech (BAMA-Bio Tech)		No Response
Barbizon Light of Texas (Barbizon Lighting Company)		No Response
Barons' Inc.		No Response
BASIC OFFICE AND SCHOOL SUPPLY (RELIABLE OFFICE PRODUCTS , INC.)		No Response

Bass Computers, Inc.		No Response
Batteries Plus Bulb #949 - Conroe (Fordfam Enterprises, LLC)		No Response
BatteriesPlus (Batteries Holding, LP)	Fail	No Response
Battery Technology Inc		No Response
Batts Communications		No Response
BBeauti AndLashes LLC		No Response
BE Staffing Solutions LLC (BE Staffing Solutions LLC)		No Response
Bebop Books (Lee and Low Books Inc.)		No Response
Because Houston Loves You		No Response
Bee Busy Wellness Center		No Response
Beereaders Inc (Beereaders Inc)		No Response
BEI Security (BEI Communications Inc)		No Response
Bell Tech Career Institute, Inc.		No Response
Ben DeSoto		No Response
BenCheri Educational Center		No Response
Benchmark Internet Group (Polaris Software)		No Response
Best Buy for Business (Best Buy Stores LP)		No Response
Best Datacom		No Response
Best Lead Generation LLC		No Response
Beyond Controls Inc.		No Response
Beyond Technology (W M Corp)		No Response
BEYOND20 (Creative Enterprise Solutions LLC)		No Response
BG Technologies		No Response
BHT SOLUTIONS (BLUEBERY HAWAII TECHNOLOGY SOLUTIONS LLC)		No Response
BIAS Corporation		No Response
Bibliolabs, LLC		No Response
Bid Ops, Inc.	Fail	No Response
BidNet (International Database)		No Response
BidPrime		No Response
BidSync (RFP Depot)		No Response
Big Bad Wolf Creative Group (The Edit House, Inc.)		No Response
Big Country School Supply LLC	Fail	No Response

Big Hit Productions		No Response
Bilingual Planet (Dolly Loaiza)		No Response
Billtrust		No Response
Binyod LLC (Binyod LLC)		No Response
Birch Cline Technologies		No Response
BIS Digital (Business Information Systems)		No Response
Bits Technical Corporation		No Response
Biway Media (Biway Int'l Technology, Inc.)		No Response
BizTechDev	Fail	No Response
BKD LLP		No Response
BKTB Group, Inc dba MC Austin		No Response
Black Board International (901356 Ontario Limited)		No Response
Black Box Corporation		No Response
Black Lake Security, LLC (Black Lake Security, LLC)		No Response
Black Rock Technology Group		No Response
BlackBeltHelp		No Response
Blackboard (Blackboard Inc.)		No Response
Blackland Glass & Construction		No Response
Blackstone Technology Group		No Response
BlackSwan CyberSecurity, LLC.		No Response
Blaze Technical		No Response
Blaze Technology, LLC		No Response
BLEEK TECHNOLOGIES		No Response
Blocksi Inc. (Blocksi Inc.)		No Response
BLTI Services, LLC		No Response
Blue City Studios		No Response
Blue Collar Storage (Strategic Storage Solutions)		No Response
Blue Door Networks, LLC		No Response
Blue Duck Education - Mangahigh		No Response
Blue Jarvis Media	Fail	No Response
Blue Mogul Enterprise, LLC (Blue Mogul Enterprise, LLC)		No Response
BLUE NEXTGEN GLOBAL DATA (BLUE NEXTGEN GLOBAL DATA)		No Response

Bluefish WorxNo ResponseBluGreen Pest ControlNo ResponseBMA TechnologyNo ResponseBMC Software, Inc.No ResponseBMI Imaging Systems (BMI Imaging Systems)No ResponseBoardworks Education (BK Interactive)No ResponseBoggle The Mind (The Children's Carousel Academy)No ResponseBol Stick LLCNo ResponseBonfire Interactive Ltd.No ResponseBonkire Library, Holocaust Museum HoustonNo ResponseBookNook Inc.No ResponseBookNook Inc.No ResponseBookTixNow LLC. (BookTixNow LLC.)No ResponseBordity, IncNo ResponseBordity, IncNo ResponseBrainchild (Brainchild Unlimted Inc.)No ResponseBrainchild (Brainchild Unlimted Inc.)No ResponseBrane Specialty Company Inc.No ResponseBrave The Elements (The Children's Carousel Academy)No ResponseBravo Inports & Distributing (Las Palomas Distributing)No ResponseBravo Zulu Security SolutionsFailNo ResponseBravo Zulu Security SolutionsFailNo ResponseBravo Zulu Security Solutions, LLCNo ResponseBraindequereeBridgeCare Finance, Inc.No ResponseBraindequereeBridgeCare Finance, Inc.No ResponseBraindequereeBridgeDavel Communications, LLCNo ResponseBridgeDaveBridgeDavel Communications, LLCNo ResponseBridgeDaveBridgeDavel Communications, LLCNo ResponseBridgeDaveBridgeDavel Communica	Blue Raven Technology		No Response
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BookerDezignsNo ResponseBookNook Inc.No ResponseBookTixNow LLC. (BookTixNow LLC.)No ResponseBoom Learning (Omega Labs Inc.)No ResponseBoxlight, IncNo ResponseBoxlight, IncNo ResponseBrahmarsk CorporationNo ResponseBrainchild (Brainchild Unlimted Inc.)No ResponseBrainfuse, Inc.No ResponseBrave The Elements (The Children's Carousel Academy)No ResponseBravo Imports & Distributing (Las Palomas Distributing)No ResponseBravo Zulu Security SolutionsFailNo ResponseBrentwood Marketing, LLCNo ResponseBridgeCare Finance, Inc.No ResponseBridgeNet Communications, LLCNo ResponseBridgepoint Consulting, LLCNo ResponseBridgepoint Consulting, LLCNo Response	Bonfire Interactive Ltd.		No Response
BookNook Inc.No ResponseBookTixNow LLC. (BookTixNow LLC.)No ResponseBoom Learning (Omega Labs Inc.)No ResponseBoxlight, IncNo ResponseBrahmarsk CorporationNo ResponseBrainchild (Brainchild Unlimted Inc.)No ResponseBrainfuse, Inc.No ResponseBrave Specialty Company Inc.No ResponseBrave The Elements (The Children's Carousel Academy)No ResponseBravo Imports & Distributing (Las Palomas Distributing)No ResponseBravo Zulu Security SolutionsFailNo ResponseBravo Zulu Security SolutionsFailNo ResponseBravo The Children's Carousel Academy)No ResponseBravo Zulu Security SolutionsFailNo ResponseBravo Zulu Security SolutionsFailNo ResponseBriar PatchNo ResponseSeriar PatchBridgeCare Finance, Inc.No ResponseBridgeNet Communications, LLCNo ResponseBridgepoint Consulting, LLCNo ResponseBridgepoint Consulting, LLCNo Response	Boniuk Library, Holocaust Museum Houston		No Response
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CCA Financial, LLC		No Response
CCS Global Tech (California Creative Solutions, Inc)		No Response
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CDI Computer Dealers Inc.		No Response
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CEC Facilities Group		No Response
Center for Urban Transformation (Center for Urban Transformation)		No Response
Central IT Company LLC		No Response
Central Operations, Inc (Central Operations, Inc)		No Response
Centre Technologies, Inc.		No Response
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CMG Technology Services (Carroll Health Services, LLC)No ResponseCoaches Video LLCNo ResponseCoast to Coast Computer Products IncNo ResponseCoatings Specialty Development Lab (Coatings Specialty Development Lab)No ResponseCobalt Defense Partners LLCNo ResponseCobbleStone Software (CobbleStone Systems Corp)No ResponseCobel Stone Systems Corp.No ResponseCode Ninjas (Brandb LLC)No ResponseCode Combat Inc.No ResponseCodeCombat Inc.No ResponseCodeSolutions, LLCNo ResponseCodeSolutions, LLCNo ResponseCodeNinjas (Cognixia Inc)No ResponseCohesive F1 (Cohesive Felxible Technologies Corp)No ResponseCohesive Automation (Cimatec, LLC)No ResponseColezAND DIGITAL INCNo ResponseColeand Associates (Coley Government Services)No ResponseColean HealthcareNo ResponseCollain HealthcareNo ResponseCollege Thriver Education CorpNo ResponseCollegiate Funding Advisors (Grace Advisors USA, LLC)No Response	CMC Americas, Inc.	No Response	
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Coast to Coast Computer Products IncNo ResponseCoatings Specialty Development Lab (Coatings Specialty Development LabNo ResponseCobalt Defense Partners LLCNo ResponseCobbleStone Software (CobbleStone Systems Corp)No ResponseCobbleStone Systems Corp.No ResponseCode Ninjas (Brandb LLC)No ResponseCode Orde NameNo ResponseCode Combat Inc.No ResponseCode Combat Inc.No ResponseCode Solutions, LLCNo ResponseCode Solutions, LLCNo ResponseCode Solutions, LLCNo ResponseCodesive Flexible Technologies Corp)No ResponseCohesive Flexible Technologies Corp)No ResponseCohesive Flexible Technologies Corp)No ResponseColesive Automation (Climatec, LLC)No ResponseColesive Automation (Climatec, LLC)No ResponseColey and Associates (Coley Government Services)No ResponseCollaboration Solutions Group, LLCNo ResponseCollaboration Solutions Group, LLCNo ResponseCollagi Thriver Education CorpNo ResponseCollagiet Funding Advisors (Grace Advisors USA, LLC)No ResponseCollagiate Funding Advisors (Grace Advisors USA, LLC)No Response	CMG Technology Services (Carroll Health Services, LLC)	No Response	
Coatings Specialty Development Lab (Coatings Specialty Development Lab)No ResponseCobalt Defense Partners LLCNo ResponseCobbleStone Software (CobbleStone Systems Corp)No ResponseCobbleStone Systems Corp.No ResponseCode Ninjas (Brandb LLC)No ResponseCode Combat Inc.No ResponseCodeMonkey Studios INCNo ResponseCode Solutions, LLCNo ResponseCodeStr Infotech Corporation (COGENT Infotech Corporation)No ResponseCodesive FT (Cohesive Felxible Technologies Corp)No ResponseColesive Automation (Climatec, LLC)No ResponseColes XAS DIGITAL INCNo ResponseColes and Associates (Coley Government Services)No ResponseCollaboration Solutions Group, LLCNo ResponseCollaboration Solutions Group, LLCNo ResponseCollage Thriver Education CorpNo ResponseCollagite Funding Advisors (Grace Advisors USA, LLC)No ResponseCollegiate Funding Advisors (Grace Advisors USA, LLC)No Response	Coaches Video LLC	No Response	
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CobbleStone Software (CobbleStone Systems Corp)No ResponseCobbleStone Systems Corp.No ResponseCode Ninjas (Brandb LLC)No ResponseCode Park IncNo ResponseCodeCombat Inc.No ResponseCodeMonkey Studios INCNo ResponseCodeSolutions, LLCNo ResponseCodeStudios, LLCNo ResponseCodeStudios IncNo ResponseCodeStudios, LLCNo ResponseCodeStudios, Cognixia (Cognixia Inc)No ResponseCohesive Felxible Technologies Corp)No ResponseCohesive Automation (Climatec, LLC)No ResponseColez and Associates (Coley Government Services)No ResponseCollaboration Solutions Group, LLCNo ResponseCollage Thriver Education CorpNo ResponseCollegiate Funding Advisors (Grace Advisors USA, LLC)No Response	Coatings Specialty Development Lab (Coatings Specialty Development Lab )	No Response	
CobbleStone Systems Corp.No ResponseCode Ninjas (Brandb LLC)No ResponseCode Park IncNo ResponseCodeCombat Inc.No ResponseCodeMonkey Studios INCNo ResponseCode Solutions, LLCNo ResponseCogENT Infotech Corporation (COGENT Infotech Corporation)No ResponseCognixia (Cognixia Inc)No ResponseCohesive FT (Cohesive Felxible Technologies Corp)No ResponseCohesive Automation (Climatec, LLC)No ResponseCole Salutions S Cole Salutions Group, LLCNo ResponseCollaboration Solutions Group, LLCNo ResponseCollage Thriver Education CorpNo ResponseCollege Thriver Education CorpNo ResponseCollegiate Funding Advisors (Grace Advisors USA, LLC)No Response	Cobalt Defense Partners LLC	No Response	
Code Ninjas (Brandb LLC)No ResponseCode Park IncNo ResponseCodeCombat Inc.No ResponseCodeMonkey Studios INCNo ResponseCoeo Solutions, LLCNo ResponseCOGENT Infotech Corporation (COGENT Infotech Corporation)No ResponseCognixia (Cognixia Inc)No ResponseCohesiveFT (Cohesive Felxible Technologies Corp)No ResponseCohesion Education (Compare Education, Inc)No ResponseColex Automation (Climatec, LLC)No ResponseColey and Associates (Coley Government Services)No ResponseCollaboration Solutions Group, LLCNo ResponseCollain HealthcareNo ResponseCollege Thriver Education CorpNo ResponseCollegiate Funding Advisors (Grace Advisors USA, LLC)No Response	CobbleStone Software (CobbleStone Systems Corp)	No Response	
Code Park IncNo ResponseCodeCombat Inc.No ResponseCodeMonkey Studios INCNo ResponseCoeo Solutions, LLCNo ResponseCOGENT Infotech Corporation (COGENT Infotech Corporation)No ResponseCognixia (Cognixia Inc)No ResponseCohesiveFT (Cohesive Felxible Technologies Corp)No ResponseCohesive FU (Cohesion Education, Inc)No ResponseCohesive Automation (Climatec, LLC)No ResponseColey and Associates (Coley Government Services)No ResponseCollaboration Solutions Group, LLCNo ResponseCollain HealthcareNo ResponseCollege Thriver Education CorpNo ResponseCollege Thriver Education CorpNo Response	CobbleStone Systems Corp.	No Response	
CodeCombat Inc.No ResponseCodeCombat Inc.No ResponseCodeMonkey Studios INCNo ResponseCoeo Solutions, LLCNo ResponseCOGENT Infotech Corporation (COGENT Infotech Corporation)No ResponseCognixia (Cognixia Inc)No ResponseCoheisveFT (Cohesive Felxible Technologies Corp)No ResponseCohesion Education (Cohesion Education, Inc)No ResponseCohesive Automation (Climatec, LLC)No ResponseColey and Associates (Coley Government Services)No ResponseCollaboration Solutions Group, LLCNo ResponseCollain HealthcareNo ResponseCollege Thriver Education CorpNo ResponseCollegiate Funding Advisors (Grace Advisors USA, LLC)No Response	Code Ninjas (Brandb LLC)	No Response	
CodeMonkey Studios INCNo ResponseCoeo Solutions, LLCNo ResponseCOGENT Infotech Corporation (COGENT Infotech Corporation)No ResponseCognixia (Cognixia Inc)No ResponseCoheisveFT (Cohesive Felxible Technologies Corp)No ResponseCohesion Education (Cohesion Education, Inc)No ResponseCohesive Automation (Climatec, LLC)No ResponseColey and Associates (Coley Government Services)No ResponseCollaboration Solutions Group, LLCNo ResponseCollain HealthcareNo ResponseCollege Thriver Education CorpNo ResponseCollegiate Funding Advisors (Grace Advisors USA, LLC)No Response	Code Park Inc	No Response	
Coeo Solutions, LLCNo ResponseCOGENT Infotech Corporation (COGENT Infotech Corporation)No ResponseCognixia (Cognixia Inc)No ResponseCoheisveFT (Cohesive Felxible Technologies Corp)No ResponseCohesion Education (Cohesion Education, Inc)No ResponseCohesive Automation (Climatec, LLC)No ResponseColey and Associates (Coley Government Services)No ResponseCollaboration Solutions Group, LLCNo ResponseCollain HealthcareNo ResponseCollege Thriver Education CorpNo ResponseCollegiate Funding Advisors (Grace Advisors USA, LLC)No Response	CodeCombat Inc.	No Response	
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CoheisveFT (Cohesive Felxible Technologies Corp)No ResponseCohesion Education (Cohesion Education, Inc)No ResponseCohesive Automation (Climatec, LLC)No ResponseCOLEXAS DIGITAL INCNo ResponseColey and Associates (Coley Government Services)No ResponseCollaboration Solutions Group, LLCNo ResponseCollain HealthcareNo ResponseCollege Thriver Education CorpNo ResponseCollegiate Funding Advisors (Grace Advisors USA, LLC)No Response	COGENT Infotech Corporation (COGENT Infotech Corporation)	No Response	
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Cohesive Automation (Climatec, LLC)No ResponseCOLEXAS DIGITAL INCNo ResponseColey and Associates (Coley Government Services)No ResponseCollaboration Solutions Group, LLCNo ResponseCollain HealthcareNo ResponseCollege Thriver Education CorpNo ResponseCollegiate Funding Advisors (Grace Advisors USA, LLC)No Response	CoheisveFT (Cohesive Felxible Technologies Corp)	No Response	
COLEXAS DIGITAL INCNo ResponseColey and Associates (Coley Government Services)No ResponseCollaboration Solutions Group, LLCNo ResponseCollain HealthcareNo ResponseCollege Thriver Education CorpNo ResponseCollegiate Funding Advisors (Grace Advisors USA, LLC)No Response	Cohesion Education (Cohesion Education, Inc)	No Response	
Coley and Associates (Coley Government Services)No ResponseCollaboration Solutions Group, LLCNo ResponseCollain HealthcareNo ResponseCollege Thriver Education CorpNo ResponseCollegiate Funding Advisors (Grace Advisors USA, LLC)No Response	Cohesive Automation (Climatec, LLC)	No Response	
Collaboration Solutions Group, LLCNo ResponseCollain HealthcareNo ResponseCollege Thriver Education CorpNo ResponseCollegiate Funding Advisors (Grace Advisors USA, LLC)No Response	COLEXAS DIGITAL INC	No Response	
Collain HealthcareNo ResponseCollege Thriver Education CorpNo ResponseCollegiate Funding Advisors (Grace Advisors USA, LLC)No Response	Coley and Associates (Coley Government Services)	No Response	
College Thriver Education CorpNo ResponseCollegiate Funding Advisors (Grace Advisors USA, LLC)No Response	Collaboration Solutions Group, LLC	No Response	
Collegiate Funding Advisors (Grace Advisors USA, LLC) No Response	Collain Healthcare	No Response	
	College Thriver Education Corp	No Response	
CollegiateZone Enterprises, L.P. No Response	Collegiate Funding Advisors (Grace Advisors USA, LLC)	No Response	
	CollegiateZone Enterprises, L.P.	No Response	

Columbia Advisory Group		No Response
COMBS Consulting Group, LP		No Response
Comcast (Comcast Business Communiation, LLC)		No Response
Comflow Mechanical Services		No Response
Commercial Sales & Service, Inc.		No Response
Commercial Technology Contractors Inc. (Commercial Technology Contractors Inc.)	)	No Response
COMMLINE CABLING LLC		No Response
Common Threads		No Response
CommPlex Computer Systems	Fail	No Response
CommPower (Communications & Power Engineering, Inc.)		No Response
CommServPros LLC		No Response
Commsys Technology Corporation (CST Corp)		No Response
Communications Cable Construction		No Response
Communications Cable Construction, LLC		No Response
Communications Etc (Communications Etc Inc)		No Response
CompassLearning		No Response
Complete Computer Solutions		No Response
Complete Integrated Solutions, LLC (dba VP360)		No Response
Complete Tablet Solutions		No Response
Comprehensive Cloud Services	Fail	No Response
CompSec		No Response
CompServ Inc (CompServ Inc)		No Response
COMPU-DATA International, LLC		No Response
CompuGroup Medical		No Response
Compulogix IT Solutions	Fail	No Response
Compunnel Software Group, Inc		No Response
CompuPro Global (Rita's Tape Media)		No Response
Computer Command Corporation		No Response
Computer Dealers & Recyclers Global Inc. (Computer Dealers & Recyclers Global Inc.)		No Response
Computer Kids		No Response
Computer Network Accessories, Inc.		No Response

Computer Solutions Inc. (DB Computer Solutions)		No Response
Computer Station Corporation	Fail	No Response
Computerland Texas (Computer Resources of Wichita Falls, Inc.)	Fail	No Response
Comp-Utility Corporation (Comp-Utility Corporation)		No Response
Compu-Vision Consulting Inc. (Compu-Vision Consulting Inc.)		No Response
Comtrol Corporation		No Response
Comware (Comp-E-Ware Technology Associates, Inc.)		No Response
ConexED		No Response
Co-nexus Communication Systems		No Response
Conference Technologies Inc. (fka Industrial Audio/Video)		No Response
Conference Technologies, Inc.		No Response
Connections Education		No Response
Construction Journal		No Response
ContentActive, LLC		No Response
Continental Wireless, Inc.		No Response
Control Systems Solutions, Inc.		No Response
Controltec, Inc.		No Response
Convergentz (Greens Road B, LLC)		No Response
Convo Technologies (Convo Technologies)		No Response
COOLSOFT LLC (COOLSOFT LLC)		No Response
Core Business Solutions (Core Business Solutions)		No Response
CORE ECS	Fail	No Response
CORE Education and Consulting Solutions Inc.	Fail	No Response
CORE Office Interiors (AFMA, Inc.)	Warn	Viewed
CORE Telecom Systems		No Response
CorePLUS (CPW Group, Inc.)		No Response
CoreRecon		No Response
CoreSphere, LLC		No Response
Coreveillance (SBS222,LLC)		No Response
Cornerstone OnDemand		No Response
Corus 360		No Response
Corzone		No Response

Council Rock Enterprises, LLC (Council Rock Enterprises, LLC)	No Response
CounterTrade Products Inc.	No Response
Covalent Software, Inc	No Response
Covenant Communications	No Response
Covid Safety Glass (Silent West LLC)	No Response
Crayon Software Experts, LLC (Crayon Software Experts, LLC)	No Bid
Creative Education Institute (CEI)	No Response
Creative Empire LLC d/b/a Mango Languages (Creative Empire LLC d/b/a Mango Languages)	No Response
Creative Learning Systems	No Response
CReed Global Enterprises (CReed Global Media & Production)	No Response
CrisisGo (CrisisGo)	No Response
Critical Infrastructure Solutions (CIS) LLC	No Bid
Critical Power Exchange LLC	No Response
Crowe LLP	No Response
Crux Techology & Security Solutions, Inc.	No Response
CSI Cloud Services (Computer Software Innovations, Inc.)	No Response
CSI Leasing	No Response
CTREC Hilton IT Academy	No Response
CTS Technology Services	No Response
Cubix Global Inc	No Response
Cubix Inc (Cubix Inc)	No Response
CueBlue (CueBlue LLC)	No Response
Cultris Security Systems, Inc.	No Response
Cuna Supply LLC (Cuna Supply LLC)	No Response
Curriculum Associates, LLC	No Response
CURTECH INC	No Response
Custom Access & Integration, LLC	No Response
Custom Cable Connection	No Response
Custom Educational Furnishings	No Response
Cvent, Inc.	No Response
CViConnect (LifeScience Technologies, LLC)	No Response
CX2, Inc. (CX2)	No Response

Cyber One Solutions, LLC. (Cyber One Solutions, LLC.)		No Response
Cyber Threat Security		No Response
CyberProtex (CyberProtex)		No Response
CYBERSALUS	Fail	No Response
Cyberstar, LLC		No Response
Cyclone FPV (Cyclone 3D, Inc.)		No Response
CYCLONE PRODUCTS (ANNETTE LLC)		No Response
CYPHER LEARNING INC		No Response
Cypress Station Shipping and Digital Print Solutions (united networking com munity)	Warn	No Response
Cytek Media Systems, Inc.		No Response
D & G Communications, Inc.		No Response
D.A.N.'s One Stop, LLC.		No Response
D2L Ltd.		No Response
Daintree Solutions LLC		No Response
Daniel Office Products, Inc		No Response
Data Memory Systems, Inc.		No Response
Data Preservation Solutions		No Response
Data Projections, Inc.		No Response
Data Tex Services, Inc	Fail	No Response
DataBank IMX LLC		No Response
DataCom Design Group		No Response
DataDesign Solutions		No Response
Datagain Inc. (Datagain Inc.)		No Response
datarecovery.com (ESS Data Recovery, Inc.)		No Response
DataSpan (MRI Inc)		No Response
Datavox		No Response
DataWind Inc		No Response
DataXport.net LLC		No Response
David James (David Hebert)		No Response
David McGeary		No Response
Daystar Computer Systems, Inc.		No Response
DB Services (Database Development Services, Inc.)		No Response
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dba TCI (Thomas Consultants, Inc.)		No Response
Dean Draper (Dean Draper Insurance)		No Response
Defiance Industries, LLC		No Response
Dell Marketing L.P.		No Response
Dell Technologies		No Response
Deloitte Consulting LLP		No Response
Delta-T Digital Archiving		No Response
DeltaWare Inc.		No Response
Deltek, Inc.		No Response
DEMCO, Inc.		No Response
Denovo Ventures, LLC		No Response
Descon Signage Solutions (Young & Kenady Inc.)		Submitted
Design Security Controls (Design Security Controls LLC)		No Response
Designum Media Group		No Response
Destiny Software, Inc.		No Response
DeVore Group, Inc.	Fail	No Response
DG Grafix		No Response
DGR United		No Response
DHE Computer Systems (DHE Computer Systems)		No Response
Diamond Assets		No Response
Diamond Business Services, Inc.		No Bid
DIBSYS Inc		No Response
Diem Technologies		No Response
Digital Air Control, Inc		Viewed
Digital Detection Corporation	Fail	No Response
Digital Dolphin Products		No Response
Digital Line Works & Digital Phone Works (Digital Group LLC)		No Response
Digital Pro Service & Installation		No Response
DigitalDesk, Inc.		No Response
DigitalGenetix		No Response
DigiTec (DigiTec Office Solutions, Inc)		No Response
Digitec Office Solutions		No Response

Dillon Claims & Consulting Services LLC		No Response
Direct Technology Group, Inc		No Response
Directions Training Center, Inc (Directions Training)		No Response
Discount Electronics (First E-Commerce Inc.)		No Response
DiscountPC		No Response
DiscoverU		No Response
Discovery Systems Inc		No Response
Diskovery Educational Systems		No Response
Distinctively remembered		No Response
DISYS Solutions, Inc.		Viewed
Diversified (One Diversified)		No Response
Diversified Supply HUB (LP Diversified Supply Hub)	Fail	No Response
Diversity & Inclusion Strategy (Dexter Williams)		No Response
DJ INTERNATIONAL BUSINESS (DJ INTERNATIONAL BUSINESS)		No Response
DLT Solutions (DLT Solutions LLC)		No Response
DNS Corporation (DNS Enterprises, LLC)		No Response
doc2e-file, Inc		No Response
Documation		No Response
DocuNav Solutions (VP Imaging, Inc.)		No Response
DoLogic Inc.		No Response
Dorian Business Systems (Dorian Business Systems)		No Response
Dr. Mary E. White International, LLC		No Bid
Dr. Pope's STEM and Liberal Arts Academy		No Response
Dream Capital International, Inc		No Response
DreamBox Learning, Inc.		No Response
Drew Services		No Response
Drive Mind Group		No Response
DrumFIT USA Corporation (DrumFIT USA Corporation)		No Response
DSTech Solutions, LLC		No Response
D-Tech International USA, LLC.		No Response
Dude Solutions, Inc		No Response
DukeSys (Duke Communications)		No Response

DV Sourcing, LLC (0)		No Response
Dykon Computer Help Center, Inc		No Response
Dynamic Designs of TX (Dynamic Designs of TX)		No Response
Dynamism Inc.		No Response
DYNED INTERNATIONAL INC.		No Response
E2 Optics, LLC		No Response
E-3 Systems LLC		No Response
EarthWalk Communications, Inc.		No Response
East Side University (CLC) (South East Houston Community Development Corporation)		No Response
Easy Math for Kids (Uxbridge On-Line Inc.)		No Response
Easy Way Safety Services, Inc.		No Response
Eaton (Eaton Corporation)		No Response
eBenefits Solutions, LLC		No Response
e-Builder		No Response
eBusiness 1		No Response
eChalk (eChalk Inc.)		No Response
Echelon HTS INC.		No Response
Echo Mountain Realty dba EMR Corporation		No Response
ECM Today! - a CASOIIc company		No Response
ECS Refining	Fail	No Response
eCuras Limited Liability Company		No Response
ED Tech Depot (ED Tech Depot Inc.)		No Response
Ed Tech Soft, Inc.		No Response
Edgenuity (Edgenuity, Inc.)		No Response
EditStock		No Response
Edlio		No Response
EDmin		No Response
Edmodo		No Response
edOpp Solutions LLC		No Response
EDS Tech	Warn	No Response
Edsby (CoreFour, Inc)		No Response
EdSight Technology (EdSight, Inc.)		No Response
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EdTech Games (EdTech Games)		No Response
Educate Online Learning, LLC		No Response
Educate To Edify (Educating While Black)		No Response
Educate-Me (Garden State Micro, Inc.)		No Response
Education Elements		No Response
Education Galaxy LLC		No Response
Education Logistics Inc.		No Response
Education Muses, LLC (Muses3, LLC)		No Response
Education Partners Solution, Inc.		No Response
Education Service Center, Region 20		No Response
Educational Policy Improvement Center		No Response
Educational Resources (HMS Teach Inc)		No Response
eduphoria!		No Response
Eduphoric, LLC		No Response
Edusmart (Learn-Ed LLC)		No Response
eDynamic Learning (eDynamic Holdings LP)		No Response
EFORCE (Intellichoice, Inc.)		No Response
Eillac Supply CO (Ricky Small)		No Response
eInstruction		No Response
EIX Systems (Electronic Interoperable Exchange Systems)		No Response
El Lago Technologies	Fail	No Response
EL PASO BOLT & SCREW CO., INC		No Response
Elantis Solutions Inc.		No Response
Elder Consulting (Don Elder Jr)		No Response
e-Learning WMB		No Response
Electra Link (Electra Link, Inc.)		No Response
Electrical Tech Services, Inc.	Fail	No Response
Electronic Recyclers International, Inc.		No Response
Electronic Security Service		No Response
Electrotech Supply Products		No Response
Elementari LLC		No Response
Elevation Firm, LLC.		No Response

Eligibility Tracking Calculators, LLC	No Response
Elite Utility Services Inc.	No Response
Ellevation, LLC (Ellevation, LLC)	No Response
E-Logic, Inc.	No Response
Elontec LLC (Elontec)	No Response
ELP Enterprises, Inc	No Response
elumicor inc.	No Response
EMC Resurfacing (EMC Resurfacing)	No Response
Emergent Professional Resources LP	No Response
Emergent Tree Education	No Response
Emergent VR Encounter (NextVR Dimension LLC)	No Response
eMobile Repairs	No Response
EMPAC HEALTH MANAGEMENT SERVICES, LLC	No Response
Empowered Network Services, LLC	No Response
Empowering Communities (NSEP Community Interest Company)	No Response
Empower-TCASE	No Response
EMS LINQ (5561255653)	Submitted
En Pointe Technologies Sales LLC	No Response
ENA Services, LLC a subsidiary of Education Networks of America, Inc.	No Response
Encompass WISP LLC	No Response
Encon Systems	No Response
Endeavor Technology	No Response
Energy Saving Advisor Distributors	No Response
ENETsolutions, LLC	No Response
engage2learn (Engage! Learning, Inc. dba engage2learn)	No Response
Enovox Technical Group, LLC (Enovox)	No Response
Enseo, Inc.	No Response
Ensono	No Response
enStratus (enStratus Networks, Inc.)	No Response
Entec	No Response
Enterprise Pals, Inc.	No Response
Enterprise Systems Corporation	No Response

Enthsquare, Inc. (www.enthsquare.com)		No Response
EP Techworks, LLC		No Response
EPAM SYSTEMS		No Response
EPC Group (O'Connor Enterprise Group)		No Response
EPES Software (CAP)		No Response
Epic Decisions, LLC (Epic Decisions, LLC)		No Response
Epicure Digital Systems (Broadcast Signage Networks)		No Response
EPIOZ, INC (EPIOZ, INC)		No Response
EPO Computers Electronics Etc. (Teasip Technologies, Inc.)	Fail	No Response
Epoch Sales (Wholesale Technology Inc)		No Response
EPS LOGIX, INC.		No Response
Equal Level Inc		No Response
ERASCOGroup, LLC		No Response
eRate 360 Solutions		No Response
E-Rate Elite Services, Inc.		No Response
eReserve Ticketing (AdWeb Communications)	Fail	No Response
ERFA Group LLC		No Response
ESC6		No Response
Escamilla & Poneck, LLP		No Response
eScholar (eScholar)		No Response
eSchoolView (Infinite Cohesion)		No Response
escWorks (Region 4 ESC)		No Response
ESM Solutions Corporation		No Response
ESP / ESP Interactive (ESP Interactive Solutions, Inc.)		No Response
eSpecial Needs (Carrie A. Kouri)		No Response
ESSENTIAL SKILLS SOFTWARE INC.		No Response
ESYNTAXIS CORPORATION		No Response
ET Scholastics, LLC	Fail	No Response
eTech Parts Plus (eTech Parts Plus)		No Response
Eternal Media Solutions (Eternal Media Solutions LLC)		No Response
Etrainers.org		No Response
Eventdex LLC (Eventdex LLC)		No Response

Everbridge		No Response
Evergreen Electronics dba. Discount PC (Evergreen Electronics dba. Discunt PC)	0	No Response
Everhart IT (Everhart Information Technology Investment Corp)		No Response
Everyday PC		No Response
EVIA Events (Evia)		No Response
Evolve Holdings Inc	Warn	No Response
Excel Beyond Circumstances (Meredith James)		No Response
Exebridge (formally LeTigre Solutions)	Fail	No Response
ExecuTime Software LLC		No Response
ExerPlay, Inc		No Response
EXIMIUS COFFEE LLC		No Response
Explorarama		No Response
Extra Duty Solutions		No Response
Extreme Networks		No Response
Extricom Inc.		No Response
EY (Ernst & Young LLP)		No Response
Facility Solutions Group		No Response
FAIRCOMM SYSTEMS		No Response
Fairway Supply, Inc		No Response
FAMILY Artistry Academy, Inc.		No Response
Fast Forward		No Response
Fastenal Company		No Response
Favor Consulting Inc (Demlan Solutions Inc)		No Response
Federal Crime Prevention Inc. (formerly known as Houston Enforcement)	Warn	No Response
Federal Soft Systems Inc		No Response
Ferrilli (Ferrilli)		No Response
Fiberlink Communications Corporation		No Response
Fig Restoration (Fig Restoration)		No Response
File Academy Online Learning Center (File Academy Inc.)	Fail	No Response
FileWave USA Inc.		No Response
Fire & Life Safety America, Inc.	Fail	No Response
FireEye		No Response

FireFly Computers (FireFly Computers LLC)		No Response
FireFold (Grouse Industries)		No Response
Fireplace Inc Dba Smore (Fireplace Inc Dba Smore)		No Response
Firetrol Protection Systems, Inc.		No Response
First Service Technology (ME interests)		No Response
Fishnet Security		No Response
Fisk Electric Company		No Response
Fitness Finders Inc. (Fitness Finders Inc.)		No Response
Five9Learning		No Response
Fix UR Gadget (Fix Ur Gadget Operating Company)		No Response
Fleet Analytics, LLC (Fleet Analytics, LLC)		No Response
Fleet IQ (MVC Technology, LLC)		No Response
Flores and Associates		No Response
Fluxlight, Inc. (Fluxlight, Inc.)		No Response
FMI RECYCLING (Freedman Metals Inc)		No Response
FOCALPOINTK12, INC.		No Response
Focus Care Inc.		No Response
Focus Eduvation Inc (Focus Care Inc)		No Response
Focus School Software		No Response
Food Handler Solutions		No Response
Footsteps2Brilliance, Clever Kids University (Footsteps2Brilliance, Inc.)		No Response
Forbrich & Associates, LLC (Forbrich & Associates, LLC)		No Response
Ford Audio-Video Systems, LLC		No Response
Formative Loop		No Response
Fors Lux Group (Fors Lux Group Corporation)	Fail	No Response
Fortify Experts, LLC (Energy Sourcing LLC)		No Response
Forward Edge		No Response
Forward Move		No Response
Foundations in Learning		No Response
Frameweld (Frameweld LLC)		No Response
Frame-Work Consult		No Response
FRC ELECTRICAL SERVICES		No Response

Free Peace (Free Peace)		No Response
Freeit Data Solutions (Freeit Data Solutions, Inc.)		No Response
Fresh Start Developmental Learning and Fine Art Center		No Response
Fresh Tech Solutionz (Fresh Technical Solutionz LLC)		No Response
Frontline Education (fka) Prologic Technology Systems		No Response
Ft Bend Education Center and Afterschool Program	Fail	No Response
FTG International, LLC		No Response
Fuel Education LLC		No Response
Fuel Up For Life Foundation Inc		No Response
Fund Accounting Solutions Technologies, Inc.		No Response
Future Com Ltd.		No Response
Fuzion Apps		No Response
FxS (Force Multiplier Solutions, LLC.)		No Response
G&E Industrial Supplies Inc.		No Response
Gabbart Communications (Gabbart Communications)		No Response
Gage Telecom, LLC		No Response
Gaggle (Gaggle.Net)		No Bid
Galaxy Next Generation, Inc.		No Response
GALLOPADE INTERNATIONAL		No Response
GameSalad, Inc. (GameSalad)		No Response
Gateway Solutions inc		No Response
Gazelle Capital, LLC		No Response
GB Tech, Inc.		No Response
GBCSTORIES.COM, LLC		No Response
GBPDIRECT (dean)		No Response
GC Commercial Construction		No Response
GCA (QUASIUS INVESTMENT CORP.)		No Response
GDT (General Datatech)		No Response
Gear Roster, LLC		No Response
Geaux Crates & Storage, LLC		No Response
Gem Southwest LLC (Gem Southwest LLC)		No Response
Gem State Technologies		No Response

Generic Solutions, Inc		No Response
Generocity Services Inc.		No Response
Genesis BCS (Genesis Telecom Inc)		No Response
Genesis Technologies Inc.		No Response
Get Brand Out		No Response
Get More Math® (Front Porch, Inc., dba Get More Math®)		No Response
GET Technology and Accounting Solutions		No Response
Getting Sorted (G. Yess Fisher & Co., LLC)		No Response
GHA TECHNOLOGIES INC		No Response
GHG Corporation		No Response
GilCat Solutions (Gloria Lastra)		No Response
Gill Digital Services, LLC		No Response
Girlstart		No Response
GKSEAL CONSULTING LLC		No Response
GLF Group Inc. (GLF Group Inc.)	Fail	No Response
Global Asset (Technology Assets LLC)		No Response
Global Education Systems Alliance (William H Prouty PhD)		No Response
Global Equipment Company Inc. (Global Industrial, Global Industrial Equip nt)	ome	No Response
Global Grid For Learning, PBC		No Response
Global Knowledge Training LLC		No Response
Global Phone Company		No Response
Global Services, LLC		No Response
GlobalSource IT (GlobalSource Information Technology III, Inc.)		No Response
Globe Electric Supply (Globe Electric Supply, Inc.)		No Response
Globe Office Products		No Response
Globe Runner (Globe Runner LLC)		No Response
Glynlyon, Inc.		No Response
GNC Consulting, Inc. (GNC Consulting, Inc.)		No Response
Golden Mountain Consulting L.L.C		No Response
Good-Lite Co.		No Response
Google, Inc.		No Response
GoSchoolBox		No Response
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GovConnection, Inc.		No Response
Govlist		No Response
GovSense (GovSense)		No Response
GPS Insight, Inc.		No Response
Granicus		No Response
Grant Thornton LLP		No Response
Graphixly LLC (Graphixly LLC)		No Response
Gravity Systems, Inc.		No Response
Gray Step Software		No Response
Graybar Electric Company, Inc.		No Response
Greenspring Construction Services		No Response
Greg Garrett		No Response
Griffin Technology Services LLC.		No Response
Gruber Power Services (Gruber Technical Inc.)		No Response
Gruene Technology Group		No Response
GTI Consulting, LLC		No Response
GTS Technology Solutions, Inc.		No Response
gtslearning (GTS Learning Inc)	Fail	No Response
GTSoft Inc. (ThomasKelly Software Associates)		No Response
Gulf Coast Fire & Security	Fail	No Response
H. L. Flake Security Hardware (Herbert L Flake Company LLC)		No Response
h.u.e. Technology (h.u.e. Technology)		No Response
Hacking Solutions (Millennium Franchise Group, LLC)		No Response
Hamilton NG911, Inc.		No Response
Hands-On Robotics Academy		No Response
Hansoma LLC	Fail	No Response
HappyFox Inc		No Response
Harris School Solution		Submitted
Hart InterCivic, Inc. (Hart InterCivic, Inc.)		No Response
Harvest Christian Academy		No Response
HATCH, INC.		No Response

Haystax Technology, Inc.		No Response
HCI IT Service Inc		No Response
Health-e Meal Planner Pro (Water Walkers Inc)		Submitted
Healthy Boundaries LLC (Healthy Boundaries LLC)		No Response
Heart Nation Inc		No Response
Heartland School Solutions (Heartland Payment Systems, LLC)		Submitted
Heavenly Service, LLC		No Response
Helios Ed (Helios Ed)		No Bid
HELPING HANDS FITNESS AND NUTRITION		No Response
Hercules Poly (Hercules Poly)		No Response
Hewlett Packard (HP)		No Response
HiEd Inc.		No Response
HIGHSTREET IT SOLUTIONS, LLC		No Response
Highway Tech (Jered Sellers)		No Response
Hiperware Labs Inc		No Response
Hire Power Personnel		No Response
HIS MECHANICAL LLC		Viewed
Histrionix Learning (The Histrionics Company)		No Response
Hitachi Data Systems		No Response
HiTech Assets		No Response
HiTouch Business Services		No Response
Home Health (Home Health)		No Response
Home Window Tinting & Commercial		No Response
Homeland Safety Systems, Inc.		No Response
Hometown Computing (htcomp.net, Inc.)		No Response
Hoonuit I, LLC		No Response
Hooper Strategies		No Response
Horizon Enterprises		No Response
Horizon Software International		No Response
Houghton Mifflin Harcourt Publishing Company		No Response
Houston 2- Way Radio, Inc	Fail	No Response
Houston Communications, Inc (5205 Limited Partnership)		No Response

Houston Dynamic Displays (Dooh Media Group, LLC)		No Response
Houston E.A Foundation		No Response
Houston Information Team, Inc.		No Response
Houston Modular Installation		No Response
Houston Press, LP		No Response
HOWARD TECHNOLOGY SOLUTIONS (Howard Industries Inc)		No Response
HP		No Response
HRchex, LLC (Intellisoft II, Inc.)		No Response
HRR Wholesalers LLC		No Response
HTEC-Houstons Training and Education Center, Inc. (Phillips)		No Response
Humble Camera Center (Bradley E Crosby)		No Response
Hyland Software, Inc.		No Response
Hyper Networks LLC	Fail	No Response
Hypertec Direct (Hypertec USA Inc)	Fail	No Response
I/S Mechanical (Inno/lution)		No Response
I2U SYSTEMS, INC.		No Response
IA-Advanced Telecom Solutions, LLC		No Response
iBenzer Inc.		No Response
IBEX IT Business Experts LLC (IBEX IT Business Experts LLC)		No Response
IBM		No Response
IC Commerce and Consulting, LLC		No Response
ICF Incorporated, LLC		No Response
ICS JAIL SUPPLIES, INC (ICS JAIL SUPPLIES, INC)		No Response
ID Dynamic Solutions LLC		No Response
ID EDGE (ID EDGE)		No Response
Ideacom of Amarillo (Ideacom of Amarillo)		No Response
IdentiSys Inc.		No Response
Identity Automation		No Response
iDocket.com		No Response
ieSmartSystems		No Response
iFixYouri Corp		No Response
IGM Technology Corp (IGM Technology Corp)		No Response

Ignite Education, LLC		No Response
IKON Office Solutions	Fail	No Response
		•
Illume Training, LLC	Fail	No Response
Illuminate Education (Illuminate Education)		No Response
Imaan International Inc.		No Response
Image API, LLC	Fail	No Response
Image Source		No Response
ImageNet Consulting Houston		No Response
Imagine Learning		No Response
iMar Learning Solutions LLC (Seedlyng Financial Education)		No Response
In Class Today, Inc.		No Response
Indatatech (Instant Data Technologies, Inc.)		No Response
Independent Professional Management		No Response
Industrial Air Tool (PSS Industrial Group Corp)		No Response
Infinavate Consultancy Services, LLC (Infinavate Consultancy Services, L	LC)	No Response
Infinite Campus (Infinite Campus, Inc.)		No Response
Infinite Computing Systems, Inc.		No Response
Inflow Communications		No Response
Info Tech, Inc.		No Response
Info Technology Supply Ltd		No Response
Infojini,Inc.		No Response
Infopro Learning Inc.		No Response
Infor Public Sector, Inc.		No Response
Infor, Inc.		No Response
Informa Tech Holdings LLC		No Response
Information Builders		No Response
InfoSystems, Inc.		No Response
InkGiant		No Response
Inner Explorer, Inc		No Response
InnerChange Consulting Group		No Response
Innive Inc.		No Response
Innotas		No Response

Innovation Impact Lab (Innovation Impact Lab)		No Response
Innovative Communication Systems (ICS)		No Response
Innove, LLC		No Response
InnovsiteLLC		No Response
InPlay (UnaMesa Association)		No Response
Inquiry by Design, Inc.		No Response
Insight Global Inc.		No Response
Insight Investments, LLC		No Response
Insight Networking (Calence, LLC dba Insight Networking)		No Response
Insight Public Sector, Inc.		No Response
Insight System Exchange (Inisght Investments)		No Response
Insource Technology Direct, LLC		No Response
Inspiring Insight (The Children's Carousel Academy)		No Response
Instant Data Technologies		No Response
InstantServe LLC		No Response
Institute for Building Technology and Safety		No Response
Instructure, Inc. (Instructure, Inc.)		No Response
INT Systems LLC		No Response
Intech Southwest		No Response
Integrality (Integrality, LLC)		No Response
Integrality Training Solutions (Integrality, LLC)		No Response
Integrated platforms, Inc.		No Response
Integrated Technologies Group (ITG, LLC.)	Fail	No Response
Integration Partners Corporation		No Response
Integrity Pipeline Services		No Response
Intelitek, Inc.		No Response
INTELLECTYX INC (INTELLECTYX INC)		No Response
Intellit Sales		No Response
IntelliTime Systems Corporation		No Response
Intercontinental Integrated Systems		No Response
International Business Machines		No Response

Intervene (Intervene)		No Response
InTouch GPS		No Response
InTouch POS by ASSAL Corp (ASSAL Corporation)		No Response
InTouch Receipting (Integrated Register Systems, Inc.)		No Response
Intrado Interactive Services Corporation		No Response
Inventive Patriots, LLC		No Response
Inventive Technology, Inc.		No Response
Ion Wave Technologies, Inc.		No Response
IOS Acquisitions LLC		No Response
IoT Profressional (IoT Profressional)		No Response
IPC Global Services (InProcess Consulting, LLC)		No Response
IPEVO Inc		No Response
IPM Asset Solutions, Inc.		No Response
IPSecure, Inc.		No Response
IPTerra International Corporation (IPTerra International Corporation)		No Response
IQM2 Inc.		No Response
iQuriousKids Inc.		No Response
iRepair Gadgets		No Response
iRepair Houston iPhones LLC	Fail	No Response
Iron Mountain		No Response
IronForge Systems,Inc		No Response
IronYun (IRONYUN INC. USA)		No Response
Isaulas Express Inc. (Isaulas Express Inc.)		No Response
ISE International Group		No Response
ISES Corporation		No Response
ISI AUTOMATION INTL INC		No Response
IST Century Technologies, Inc (Information Systems of Florida, Inc (ISF))		No Response
Istation (Imagination Station, Inc.)		No Response
IT Installs (BBSC Corp)		No Response
IT Partner LLC		No Response
IT Remarketing, Inc. (TechnoCycle)		No Response
iTAD Solutions (Taber Group, Ilc)		No Response

ITAD USA	No Response
iTech Devices INC	No Response
iTech US, Inc.	No Response
ITG AMERICA LLC	No Response
ITRG Secure (ITRG Secure)	No Response
ITSavvy	No Response
iTurity	No Response
iTutor (iTutor)	No Response
Ivalua, Inc. (Ivalua, Inc.)	No Response
Iveda Solutions	No Response
IXL Learning, Inc.	No Response
J Frank Consulting (Joan Frank)	No Response
J R Downes Audio/Video Compny (John Downes)	No Response
J3 Global, Inc	No Response
j5create (Kaijet Technology Internatinal Limited Inc)	No Response
JABIS Security Services	No Response
Jack Jones	No Response
JADE distributing	No Response
JAGGAER	No Response
JAMCO ELECTRICAL (JESUS TREVINO)	No Response
JANGA Technology, LLC.	No Response
Jaspertronics	No Response
jazzy ladies & sophisticated men modeling and etiquette school (paris willia ms)	No Response
JC's Digital Office Equipment	No Response
JDi Data Corporation (JDi Data Corporation)	No Response
Jelani I. Productions, LLC.	No Response
Jelly IT	No Response
Jennifer Simpson	No Response
JERICHO FOUNDATION REPAIR	No Response
Jet City Device Repair (JCD Repair LLC)	No Response
JHT Inc. (Jardon Howard Technologies)	No Response
Jive Communications, Inc	No Response

Johnston Technical Services, Inc. (dba JTS) (JTS)		No Response
Jon M. Warren, LLC		No Response
JotForm		No Response
Journey of Faith UMC		No Response
Journeys Managing Group LLC		No Response
Joy Systems Inc.		No Response
JPI Data Resource (JPI, LLC)		No Response
JTSanford LLC		No Response
Junior Library Guild		No Bid
Justice IT Consulting		No Response
JW Affinity IT		No Response
JXC Communications LLC		No Response
K12 Alerts (Message Logix, Inc.)		No Response
K-12 Dynamics		No Response
K12 Insight		No Response
K12Marketplace LLC		No Response
K12Savings (Textbook Brokers Inc.)		No Response
Kaleidoscope Solutions (S & S Educational Consultants)		No Response
KAMICO Instructional Media, Inc.		No Response
KANKO (Floyd's Chores & Odd Jobs)		No Response
Kaplan Early Learning Company		No Response
Kastech Software Solutions Group (Kastech Solutions LLC)		No Response
KATTA INFOTEK INC		No Response
Kc Graphics & Foto'graphy (Cora Green)		No Response
Keeping Your Kids Safe		No Response
Ken Task		No Response
Kennesaw State University iTeach (Elkins Pointe MS)		No Response
KESHA'S KARING ARMS		No Response
Keystone Resources (Keystone Resources, Inc.)	Fail	No Response
Keytonex, Inc		No Response
Kickboard, Inc.		No Response
Kiddom		No Response

KIDS ROBOTIC ACADEMY, LLC		No Response
Kidz Knect Resource Center		No Response
Kim Nugent Enterprises		No Response
Kimble Hair Studio		No Response
Kinetic Potential Scholars (Digital Network Group)		No Response
Kingdom Security, LLC		No Response
Kingham Dalton Wilson, Ltd. (Kingham Dalton Wilson, Ltd.)		No Response
Kingsbridge Holdings, LLC		No Response
KIS (Sable Computer Inc)		No Response
Kishmorr Productions, LLC		Viewed
KJH Consultant Services (Karla J. Horn)		No Response
KMM TECHNOLOGIES		No Response
knovitas IIc	Fail	No Response
Knowledge Transfer Consulting Services, Inc		No Response
KNOWLEDGE-FIRST EMPOWERMENT CENTER (KNOWLEDGE-FIRS NC.)	ST, I	No Response
KnowledgeNet (KnowledgeNet Enterprises LLC)		No Response
KNS IT Group Inc (KNS IT Group Inc)		No Response
Kologik dba COPsync (Kologik)		No Response
Komputer Plus Peripherals		No Response
Konica Minolta Business Solutions USA Inc.		No Response
Konnecting the Dots		No Response
Kontrol Payables		No Response
KP Evolutions LLC (West)		No Response
KQ GLOBAL TRANSPORTATION LLC (KQ TRUCKING LLC)		No Response
Kstreet International Inc		No Response
Kuder (Kuder, Inc.)		No Response
Kusko Photography		No Response
Kyndryl, Inc		No Response
la Madeleine (HZ LM Casual Foods)		Unsubmitted
Lab Resources, Inc		No Response
LABUSA (LAB Information Technology Incorporated)		No Response
Laddering Your Success, LLC (Laddering Your Success, LLC)		No Response

Lady Liberty Group LLC		No Response
Lakeshore IT Solutions, Inc.		No Response
LAKESHORE LEARNING MATERIALS, LLC (LAKESHORE PARENT, LLC)		No Bid
Laksh Corporation (Laksh Corporation)		No Response
Lantana Communications (Lantana Communications)		No Response
Laptop Battery One		No Response
Laptop Screen Center (Screentek)	Fail	No Response
Larocke Company		No Response
Laser Connection (Leonard Connelly Enterprises)		No Response
Laser Imaging (Hallmarks Laser Imaging)		No Response
Laserfiche (Compulink Management Center)		No Response
Latencie Electronics		No Response
Launch Point CDC, Inc.		No Response
Laura Lloyd Design	Fail	No Response
Laureate Learning Systems Inc		No Response
LEAD Educational Services (William Price)		No Response
Lead Your School (Blue Daisy Consulting, LLC)		No Response
Leading Testing Laboratiories, LLC		No Response
LEARN (LEARN)		No Response
Learn by Doing, Inc.		No Response
Learn Lounge (314 Easy Math, LLC)		No Response
Learn21 (Learn21: A Flexible Learning Collaborative)		No Response
Learning List, Inc.		No Response
Learning Services (Destination Distribution Co. LLC)		No Response
Learning Through Sports, Inc.		No Response
Learning Tools (Aurora L Hart)		No Response
LearningStation, Inc (LearningStation.com, Inc.)	Fail	No Response
LearningTimes, LLC		No Response
LearnPad Inc		No Response
LearnZillion (LearnZillion)		No Response
LECS, Ltd. Electrical Contractors		No Response
Leepopo Corporation, Inc		No Response

Legends Do LiveNo ResponseLegends of LearningNo ResponseLEGO EducationNo ResponseLEGO EducationNo ResponseLenSec LLC. (Progressive Systems LLC.)No ResponseLEVITES SUPPLY COMPANYNo ResponseLexine Group (Lexine Inc)No ResponseLexine Group (Lexine Inc)No ResponseLexine Group (Lexine Inc)No ResponseLexine Group (Lexine Inc.)No ResponseLexino Al (Liaison Al)No ResponseLibera Inc.No ResponseLibera Inc.No ResponseLibera Inc.No ResponseLibera Inc.No ResponseLiberty Office Products (Liberty Data Products, Inc)No ResponseLifetime Consulting Services (Mona Lisa Chambers)No ResponseLifetime Consulting Services (Mona Lisa Chambers)No ResponseLightSail, Inc. (LightSail, Inc.)No ResponseLightSpeed Technologies, Inc.No ResponseLightSpeed Technologies, Inc.No ResponseLimitless Office Products (Limitless Products LLC)No ResponseLinder Consulting LLCNo ResponseLinder Consulting LLCNo ResponseLinder GroupNo ResponseLinder Streek (Succion Consultion GroupNo ResponseLinder Streek (Succion Consultion Consulting LCNo ResponseLinder Streek (Succion Consulting Consulti	LEEWAY COMMUNICATIONS	Fail	No Response
LEGO EducationNo ResponseLenSec LLC. (Progressive Systems LLC.)No ResponseLeVITES SUPPLY COMPANYNo ResponseLexine Group (Lexine Inc)No ResponseLexmark International, Inc.No ResponseLexplore (Lexplore, Inc.)No ResponseLiaison Al (Liaison Al)No ResponseLibera Inc.No ResponseLiberd Inc.No ResponseLiberty Office Products (Liberty Data Products, Inc)No ResponseLifetime Consulting Services (Mona Lisa Chambers)No ResponseLifetime Memory Products, Inc.FailNo ResponseLightSail, Inc. (LightSail, Inc.)No ResponseLightSail, Inc. (LightSail, Inc.)No ResponseLightSail Consulting LLCNo ResponseLimitless Office Products (Limitless Products LLC)No ResponseLinder Consulting LLCNo ResponseLinder Consulting LLCNo ResponseLinder Consulting LLCNo ResponseLinder Consulting CorpNo ResponseLinder Consulting CorpNo ResponseLinder Consulting LLCNo ResponseLinder Consulting LLCNo ResponseLinder Consulting CorpNo ResponseLinder Consulting CorpNo ResponseLinder Consulting CorpNo ResponseLinder Consulting LLCNo ResponseLinder Consulting LLCNo ResponseLinder Consulting CorpNo ResponseLinder Consulting CorpNo ResponseLinder Consulting CorpNo ResponseLinder Consulting CorpNo Response </td <td>Legends Do Live</td> <td></td> <td>No Response</td>	Legends Do Live		No Response
LenSec LLC. (Progressive Systems LLC.)No ResponseLEVITES SUPPLY COMPANYNo ResponseLexine Group (Lexine Inc)No ResponseLexmark International, Inc.No ResponseLexplore (Lexplore, Inc.)No ResponseLiaison AI (Liaison AI)No ResponseLibera Inc.No ResponseLibera Inc.No ResponseLiberty Office Products (Liberty Data Products, Inc)No ResponseLifetime Consulting Services (Mona Lisa Chambers)No ResponseLifetime Memory Products, Inc.FailNo ResponseLifetime Memory Products, Inc.No ResponseLightRiver Technologies, Inc.No ResponseLightSail, Inc. (LightSail, Inc.)No ResponseLightSopeed Technologies, Inc.No ResponseLimitless Office Products (Limitless Products LLC)No ResponseLinder Consulting LLCNo ResponseLinder Consulting LLCNo ResponseLinder Consulting LLCNo ResponseLind Studio GroupNo ResponseLinduid Studio GroupNo ResponseLiduid	Legends of Learning		No Response
LEVITES SUPPLY COMPANYNo ResponseLexine Group (Lexine Inc)No ResponseLexmark International, Inc.No ResponseLexplore (Lexplore, Inc.)No ResponseLiaison AI (Liaison AI)No ResponseLibera Inc.No ResponseLibera Inc.No ResponseLiberty Office Products (Liberty Data Products, Inc)No ResponseLifetime Consulting Services (Mona Lisa Chambers)No ResponseLifetime Memory Products, Inc.FailNo ResponseLightRiver Technologies, Inc.No ResponseLightRiver Technologies, Inc.No ResponseLightSpeed Technologies, Inc.No ResponseLimitLESS GROUND TRANSPORT, LLCNo ResponseLimitless Office Products (Limitless Products LLC)No ResponseLinder Consulting LLCNo ResponseLinkt! (Advanced Assessment Systems)No ResponseLidid Studio GroupNo ResponseLidid Studio GroupNo ResponseLiditer EducationNo ResponseLiditer EducationNo ResponseLiditer EducationNo ResponseLiditer EducationNo ResponseLiditer EducationNo ResponseLiditer TechnologiesNo ResponseLiditer EducationNo ResponseLiditer EducationNo ResponseLiditer TechnologiesNo ResponseLiditer TechnologiesNo ResponseLiditer EducationNo ResponseLiditer EducationNo ResponseLiditer EducationNo ResponseLiditer EchnologiesNo Resp	LEGO Education		No Response
Lexine Group (Lexine Inc)No ResponseLexmark International, Inc.No ResponseLexplore (Lexplore, Inc.)No ResponseLiaison AI (Liaison AI)No ResponseLibera Inc.No ResponseLibera Inc.No ResponseLiberty Office Products (Liberty Data Products, Inc)No ResponseLifetime Consulting Services (Mona Lisa Chambers)No ResponseLifetime Memory Products, Inc.FailNo ResponseLightRiver Technologies, Inc.No ResponseLightSail, Inc. (LightSail, Inc.)No ResponseLightSpeed Technologies, Inc.No ResponseLimetter Consulting Services (Mona Lisa Chambers)No ResponseLightSpeed Technologies, Inc.No ResponseLightSpeed Technologies, Inc.No ResponseLightGault Consulting LLCNo ResponseLine Drive Logistics LLCNo ResponseLine Drive Logistics LLCNo ResponseLindt (Advanced Assessment Systems)No ResponseLidet Studio GroupNo ResponseLidet Technologies, Inc.No ResponseLidet Technologies, Inc.No ResponseLindt (Advanced Assessment Systems)No ResponseLindt (Advanced Assessment Systems)No ResponseLidet Technologies, Inc.No ResponseLidet Technologies, Inc.No ResponseLidet Technologies, Inc.No ResponseLidet Studio GroupNo ResponseLidet Studio GroupNo ResponseLidet Technologies, Inc.No ResponseLidet Technologies, Inc.No Response<	LenSec LLC. (Progressive Systems LLC.)		No Response
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McAfee, Inc No Response MCCi No Response McGraw Hill LLC No Bid McLane Technology Partners Unsubmitted McMaverick Inc (DBA: Apex Solutions) (McMaverick Inc (DBA: Apex Solutio No Response ns)) MDL Enterprise, Inc. No Response Measurement Incorporated No Response Mechdyne (Mechdyne Corporation) No Response Media Design Group No Response Media Vate (MediaVate LLC) Fail No Response	MBI Solutions LLC (MBI Solutions LLC)		No Response
MCCiNo ResponseMcGraw Hill LLCNo BidMcLane Technology PartnersUnsubmittedMcMaverick Inc (DBA: Apex Solutions) (McMaverick Inc (DBA: Apex Solutions)No ResponseMDL Enterprise, Inc.No ResponseMeasurement IncorporatedNo ResponseMechdyne (Mechdyne Corporation)No ResponseMedia Design GroupNo ResponseMediaVate (MediaVate LLC)FailNo Response	MCA Communications		No Response
McGraw Hill LLCNo BidMcLane Technology PartnersUnsubmittedMcMaverick Inc (DBA: Apex Solutions) (McMaverick Inc (DBA: Apex Solutions)No ResponseMDL Enterprise, Inc.No ResponseMeasurement IncorporatedNo ResponseMechdyne (Mechdyne Corporation)No ResponseMedia Design GroupNo ResponseMediaVate (MediaVate LLC)Fail	McAfee, Inc		No Response
McLane Technology PartnersUnsubmittedMcMaverick Inc (DBA: Apex Solutions) (McMaverick Inc (DBA: Apex Solutions))No ResponseMDL Enterprise, Inc.No ResponseMeasurement IncorporatedNo ResponseMechdyne (Mechdyne Corporation)No ResponseMedia Design GroupNo ResponseMedia Vate (MediaVate LLC)Fail	MCCi		No Response
McMaverick Inc (DBA: Apex Solutions) (McMaverick Inc (DBA: Apex Solutions)No ResponseMDL Enterprise, Inc.No ResponseMeasurement IncorporatedNo ResponseMechdyne (Mechdyne Corporation)No ResponseMedia Design GroupNo ResponseMediaVate (MediaVate LLC)FailNo Response	McGraw Hill LLC		No Bid
ns)) MDL Enterprise, Inc. Measurement Incorporated Mechdyne (Mechdyne Corporation) Media Design Group MediaVate (MediaVate LLC) No Response Fail No Response	McLane Technology Partners		Unsubmitted
Measurement IncorporatedNo ResponseMechdyne (Mechdyne Corporation)No ResponseMedia Design GroupNo ResponseMediaVate (MediaVate LLC)FailNo Response		D	No Response
Mechdyne (Mechdyne Corporation)No ResponseMedia Design GroupNo ResponseMediaVate (MediaVate LLC)FailNo Response	MDL Enterprise, Inc.		No Response
Media Design Group No Response   MediaVate (MediaVate LLC) Fail	Measurement Incorporated		No Response
MediaVate (MediaVate LLC) Fail No Response	Mechdyne (Mechdyne Corporation)		No Response
	Media Design Group		No Response
Medical Avatar No Response	MediaVate (MediaVate LLC)	Fail	No Response
	Medical Avatar		No Response

Medisouth Store (Vadii Inc)		No Response
Medixsoft Inc		No Response
Meeting Tomorrow		No Response
MenuLogic K12 (Foodworks Technologies)		Submitted
Meredith Digital		No Response
Meridian Systems (Meridian Project Systems, Inc.)		No Response
MES Technologies LLC		No Response
Metova, Inc.		No Response
MetriTech, Inc.		No Response
Meveau (Mercedes Watkins)		No Response
MGT of America, Inc.		No Response
MIAT Institute of Technology (MIOA-Inc.)		No Response
Michael Swierk (Extreme Networks, Inc.)		No Response
Micorosft Retail (Microsoft Corporation)		No Response
Micro Connectors, Inc		No Response
Micro Integration (Micro Integration & Programming Solutions, Inc.)		No Response
MicroReplay		No Response
MicroTech (MicroTechnologies LLC)		No Response
MIDAS Education		No Response
Midessa Electric LLC (Midessa Electric LLC)		No Response
Midstate Energy, LLC, A Veregy Company		No Response
Midtown Personnel Inc (Midtown Personnel Inc)		No Response
Midwest Office Furniture Inc (Midwest Office Supply)		No Response
Mightybookjr.com	Fail	No Response
Mile A Minute Logistics LLC		No Response
MIND Research Institute		No Response
MindPlay (Methods & Solutions, Inc.)		No Response
Miracle Method of Austin (Nartor Associates Inc)		No Response
Miracle Software Systems, Inc		No Response
Mirage Software Inc. DBA Bourntec Solutions Inc. (Bourntec Solutions Inc.	2.)	No Response
Mission Milby C.D.C.		No Response
Mission Squash		No Response

Mitaja Corporation		No Response
Mitel Business Systems, Inc.		No Response
Mixxdd Marketing		No Response
MJHayes Inc. dba Your It Solution (MJ Hayes, Inc.)		No Response
MNJ Technologies Direct Inc.		No Response
Mobile Defenders (Mobile Defenders)		No Response
Mobile Programming		No Response
MobyMax		No Response
Modern Data Products		No Response
Modified Logic		No Response
Mojo Networks (Mojo Networks)		No Response
Mometrix Media LLC		No Response
Momix Solutions		No Response
Monarch (The ELD Experts LLC)		No Response
Monarch Teaching Technologies, Inc.		No Response
Monocoque Diversified Interest		No Response
Monoprice (Monoprice, Inc.)		No Response
Monster Technology LLC		No Response
Moondrop Entertainment LLC (Moondrop Entertainment LLC)		No Response
Morris Boiler Service (JEMDSI, Inc.)		No Response
Motion Matters Inc		No Response
Motorola Solutions, Inc		No Response
Motorola Solutions, Inc.		No Response
MPO Solutions LLC		No Response
Mpulse Healthcare & Technology		No Response
MRC Smart Technology Solutions (MRC a Xerox Company)		No Response
MRI of Dallas Parkway, LLC	Fail	No Response
MSC Industrial Supply (Sid Tool Co.)		No Response
Multiview Inc.	Fail	No Response
Mutimedia Solutions, Inc.		No Response
Mutual Industries Inc		No Response
Mvation Worldwide Inc. (Mvation Worldwide Inc.)		Viewed

MVHL Consulting, LLC		No Response
Mvix (USA), Inc.		No Response
MWH PUBLIC RELATIONS		No Response
MyKnowledgeMap		No Response
myMatrixx		No Response
myON, LLC		No Response
mytaptrack (Inspired Futures AI, LLC)		No Response
MYVRSPOT (MYVRSPOT, LLC)		No Response
N.F. Smith & Associates, L.P.		No Response
Naiku		No Response
Namitzi Yoga (Mitzi Henderson)		No Response
nancy's i.t. guy (Nancy Walker)	Fail	No Response
Nasare Enterprises,LLC.	Fail	No Response
National Alliance for Mental Health & Substance Abuse Recovery	Fail	No Response
National Education Foundation (NEF)		No Response
national led		No Response
National Pro Video (KWP Industries, LLC)		No Response
National Reading Styles institute (NRSI)		No Response
NATIONWIDE POWER SOLUTIONS, INC.		No Response
Naviance, Inc.		No Response
NaviGate Prepared (Lauren International)		No Response
NaviSite, Inc.		No Response
Nazca Technologies and Consulting LLC		No Response
Ne Flow Services		No Response
Near Future LLC		No Response
Nearpod Inc.		No Response
NEC DISPLAY SOLUTIONS OF AMERICA		No Response
Neethu George		No Response
NEI Datacom (Nemmer Electric)		No Response
Neighborhood Schools Inc.		No Response
Nepris, Inc.		No Response
NerdsToGo (WDA Hoc Nostrum, LLC)		No Response

NerdsToGo Katy (Oradom Enterprises LLC)	No Response
NERDY BIRDIE (ENOVATEKK)	No Response
Net Sales Direct (Foxhoven Inc.)	No Response
Net Star IT Consulting (Net Star Systems, LLP)	No Response
Netdepot (Netdepot)	No Response
NetSupport Inc	No Response
Netsweeper Inc	No Response
Netsync Network Solutions	No Response
NetVersant Solutions II, LLC	No Response
Netvious (Netvious LLC)	No Response
Network Cabling Services, Inc.	No Response
Network Craze Technologies Inc	No Response
NEUFELD LEARNING SYSTEMS INC. Fai	il No Response
Neumeric Technologies Corporation	No Response
New Horizons Dallas (TOPTALENT LEARNING LLC)	No Response
New Spectrum Educational Consultants (Civil Society Educational Consulta Failed nts)	il No Response
New Tech Solutions, Inc.	No Response
Newbart Products, Inc.	No Response
Newcastle Communications (Gioia P Ambrette Inc., dba Newcastle Commu nications)	No Response
Newline Interactive (Newline Interactive Inc)	No Response
Newmark Learning	No Response
Newsela (Newsela, Inc.)	No Bid
Nexlar Security, LLC	No Response
Next Era Equipment Export LLC	No Response
NextgenID, Inc.	No Response
Nexus IS Inc. (Nexus IS)	No Response
NexusEdge Education, Inc.	No Response
nFocus Solutions	No Response
Nieto Technology Partner	No Response
NIP Parking LLC (NIP Parking LLC)	No Response
Nobility	No Response

Nomotion Software, LLC	No Response
NoodleTools, Inc.	No Response
Nordstar Group	No Bid
NoRedInk Corp.	No Response
NORESCO	No Response
Norris Technology LLC	No Response
Northwest Council for Computer Education	No Response
Noslar T. I., Inc.	No Response
Nouveau Construction and Technology Services (Nouveau Technology Servi ces, LP)	No Response
NovaCopy, Inc.	No Response
Novalink Solutions LLC	No Response
Novusolutions (Inobbar LLC)	No Response
NS BRANDING LLC (NS BRANDING LLC)	No Response
Ntersect Networks Inc.	No Response
NU HEIGHTS	No Response
Nuance Communications	No Response
Nuemman (Nuemman LLC)	No Response
Nulinx International, Inc.	No Response
NuPower Systems & Services	No Response
Nurse-Verse, LLC	No Response
Nutri-Link Technologies, Inc.	No Bid
NUU, Inc. (NUU, Inc.)	No Response
Nuvalo LLC	No Response
NWN Corporation	No Response
Nylinka School Solutions	No Response
Oak Hill Technology, Inc.	No Response
Object Technology Solutions, Inc.	No Response
ObjectWin Technology, Inc.	No Response
ODYSSEYWARE	No Response
Odyssweyware (Glynlyon, Inc.)	No Response
OFFICE DEPOT	No Response
Office Evolutions Inc	No Response

Office Systems of Texas (Bob Peckham & Associates)		No Bid
OfficeMax Incorporated		No Response
OfficeSource, Ltd		No Response
OFIS Communications		No Response
OGM SUPPLY LLC		No Response
O'Hanlon, Demerath & Castillo		No Response
Okta, Inc.		No Response
Olivier, Inc.		No Response
OM Office Supply Inc (OM Office Supply Inc)		No Response
Omega Roofing & Construction		No Response
ON CALL STAFFING AGENCY LLC		No Response
One Cellular And Repair		No Response
One IT (CVAD Corporation)		No Response
One More Round Inc		No Response
One Source International, LLC		No Response
OneSeventeen Media		No Response
OneTel		No Response
Onix Networking Corp		No Response
OnPoynt (OnPoynt Unmanned Systems LLC)		No Response
Onset Technologies (Onset Technologies)		No Response
On-Time Truck and Trailer Fleet Service		No Response
Opal R. Helm, LLC		No Response
OpenGov (OpenGov)		No Response
Opensesame		No Response
Operations Contracting Agency LLC		Viewed
OperationsXchange		No Response
Optical Disc Solutions	Fail	No Response
OPTIMIZATION LABS LLC		No Response
Optimum Consultancy Services, LLC (Optimum Consultancy Services, LLC)		No Response
Oracle		No Response
Oracle NetSuite		No Response
Origin Eight (Seth Orion Tech LLC)		No Response

OSI Hardware		No Response
OverDrive, Inc. (OverDrive)		No Response
Overjoyed To Help You Charity Community Service (Overjoyed To Help You Charity Community Service)	С	No Response
Owner Insite, LLC		No Response
Ozeal Consulting Group (Oziel Enriquez)		No Response
PAETEC Communications, Inc.		No Response
PAFER Investment Corp		No Response
Paladion Networks Private Limited (Paladion)		No Response
Panasonic System Solutions Company of North America (Panasonic Corporation of North America)	or	No Response
Panorama Education		No Response
Paper Education		No Response
Paradigm SES, LLC		No Response
PARADISE AIR (Luck & Logic Inc.)		No Response
Paragon Roofing, Inc		No Response
ParentLink (Parlant Technology, Inc.)		No Response
Parents Alliance, Inc		No Response
PARTpoint Inc. (PARTpoint Inc.)		No Response
PartStock Computer	Fail	No Response
PASCO scientific		No Response
PASS (Phenomenal Academic Student Success)		No Response
Pass The Notes LLC		No Response
Passio Technologies		No Response
Pathfinder Intelligence, Inc		No Response
Pathway Communications (Pathway Communications, LTD)		No Response
Patriot Group, Ltd		No Response
Patriotic Solutions, LLC.		No Response
Patterson Dental Supply		No Response
PAUL J. COSELLI, ATTORNEY AT LAW		No Response
PAYK12		No Response
PBI		No Response
PC Parts Plus (PC Parts Plus)		No Response

PC Specialists Inc. (Technology Integration Group)	No Response
PC University Distributors (PC University Distributors)	No Response
PCA Technology Inc (PCA Technology Inc)	No Response
PCC Technology Group	No Response
PCM Gov, Inc. (PCMG, Inc. dba PCM Gov, Inc.)	No Response
PCPC Direct Ltd.	No Response
PCS Edventures (PCS Education Systems, Inc)	No Response
PCS Mobile (Portable Computer Systems, Inc.)	No Response
PCS Revenue Control Systems, Inc.	Submitted
PCS Telecom Inc.	No Response
PDS (Personnel Data Systems, Inc.)	No Response
Peak-Ryzex	No Response
Pearson Clinical Assessment (NCS Pearson, Inc.)	No Bid
Pearson Online and Blended Learning	No Response
Pedigo Staffing Services, LLC	No Response
PENN STATE INDUSTRIES	No Response
PENWICK REALTIME SYSTEMS INC (PENWICK REALTIME SYTEMS INC )	No Response
People Tech	No Response
PepsiCo Foodservice	No Response
Percussion Software, Inc.	No Response
Perfect Teamplay, Inc.	No Response
Perfection Learning Corporation	No Response
Performance Matters LLC	No Response
Performance Scoring, LLC.	No Response
Persistent Services	No Response
Persolvent (Persolvent)	No Response
Pervasive Group, LLC	No Response
Petro Progressive Services	No Response
Petty's Electronics LLC. (Petty's Electronics LLC.)	No Response
Pfeiffer & Son, Ltd.	No Response
Phantom Power Productions	No Response
PHD COMMUNICATIONS, LLC (PHD COMMUNICATIONS, LLC)	No Response

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Phillip Roy, Inc.	No Response
Phoenix Integrated Inc	No Response
Phonoscope Enterprise Group	No Response
Phonoscope Knowledge Network	No Response
Phonoscope Lightwave	No Response
Phonoscope, Inc.	No Response
PHS Capital LLC	No Response
PikMyKid (Sachi Tech Inc)	No Response
Piraino Consulting, Inc.	No Response
Platinum Copier Solutions (Platinum Copier Solutions LLC)	No Response
Platinum SLV	No Response
Play-well Teknologies (Tennessee Dana Bowen)	No Response
PLEXIS Healthcare Systems, Inc.	No Response
Polaris Associates, Inc.	No Response
Possip, Inc.	No Response
Postlethwaite & Netterville APAC (Lacher)	No Response
Power Associates, Inc.	No Response
PowerSchool Group LLC	No Response
Pragma Edge Inc	No Response
Precision Business Machines, Inc. dba Advanced Graphics	No Response
Precision Medical Billing (PMB Precision Medical Billing, Inc.)	No Response
Precision Micrographics & Imaging, INC.	No Response
Precision Task Group, Inc.	No Response
Precision Tracking Solutions, Inc.	No Response
Precocity, LLC	No Response
Preferred Technologies, LLC	No Response
Pref-Tech (Preferred Technologies,Inc.)	No Response
Prelude Systems	No Response
PREMIER & COMPANIES (PREMIER & COMPANIES)	No Response
Premier Employment Agency, LLC	No Response
Premier LogiTech	No Response
Premier Wireless (Premier Wireless)	No Response

PREMIUM PUMPS & CONTROLS LLC		No Response
Prescriptive Data Solutions		No Response
Presidio Networked Solutions Group, LLC		No Response
Presidio Networked Solutions, Inc.		No Response
Presto Assistant LLC		No Response
PRICESENZ LLC		No Response
Primary Software Solutions		No Response
Prime Central Store (Waretrack, Inc.)		No Response
Prime Medical Store (MEDISOUTH, INC.)		No Response
Prime Sanitizing		No Response
PRIME SYSTEMS / DIRECTRON.COM		No Response
PrimeroEdge (Cybersoft Technologies, Inc.)		Submitted
PRINCETON IT SERVICES, INC.		No Response
Print Package Postal (Incept LLC)		No Response
Pro Presenters, LLC	Fail	No Response
Pro Tech Mechanical,Inc		No Response
Proactis		No Response
Proctor360 (Proctor360 Inc)		No Response
Prodigi, LLC		No Response
Prodigy Community Development		No Response
Productive Ventures (Productive Ventures)		No Response
Professional Software for Nurses, Inc. (PSNI)		No Response
Proforma Angelini & Associates (Angelini & Associates LLC)		No Response
PROGRESSIVE PRODUCTS INC (PROGRESSIVE PRODUCTS INC)		No Response
PROJAN (USA) Inc.		No Response
Project ELL (eduProject ELL, LLC)		No Response
Project Execution 4 U (Mordecai Holdings Inc)	Fail	No Response
Project Social LLC (1991)		No Response
Projectmates Software (Systemates, Inc.)		No Response
ProLogic ITS (ProLogic ITS, LLC)		No Response
Promise Source Logistics LLC		Viewed
Promos On-Time		No Response

Proofpoint, Inc.	No Response
Proposal Riordan	No Response
Prosperity Project Management LLC (N/A)	No Response
Prosus, Inc.	No Response
PROTECHT Management Group, LLC	No Response
Protiviti	No Response
Provantage LLC	No Response
Providence Office Products LLC	No Response
Province Holdings LLC	No Response
PROVOX Systems, Inc.	No Response
PS Ellinopoula LTD	No Response
Pseudosquare	No Response
psitechnology Inc. (Petrosys Solutions Inc.)	No Response
PSST, LLC (PSST Acquisition, LLC)	No Response
PTM Document Systems	No Response
Public Alliance	No Response
Public Consulting Group, Inc.	No Response
PuckettPro (PuckettPro Inc)	No Response
Pulse Supply Chain Solutions Inc.	No Response
Pure Speed Lightwave	No Response
Pure Storage	No Response
Purity Technology, LLC	No Response
PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	No Response
QA Systems, Inc	No Response
QC TV Corp.	No Response
QCTV Corp. (QC TV Corp.)	No Response
Qlovi (Acias, Inc)	No Response
QOMO LLC	No Response
Q-Star Technology	No Response
Quality Security Systems (QSS, L.C.)	No Bid
Qualtrics (Qualtrics)	No Response
Quasar Data Center	No Response

QuaverMusic.com, LLC		No Response
Quest Software		No Response
Questica (Questica Ltd.)		No Response
QuestMark Information Management, Inc.		No Response
QUILL CORPORATION		No Response
Quintero Enterprises (Zoom Technologies LLC)	Fail	No Response
QVS		No Response
R&M Telephone Service, Inc		No Response
R.A.K.I. Computers (R.A.K.I. Group Inc.)		No Response
R.I.G.O.R.		No Response
R3 Collaboratives Inc		No Response
R3 ROBOTICS, LLC	Fail	No Response
RADgov, Inc.		No Response
Radio Engineering Industries, Inc. (REI)		No Response
Rainbow Health LLC		No Response
RA-Lock Security Solutions		No Response
Ramos & Harrison		No Response
RANDA Solutions (R & A Solutions, Inc.)		No Response
Randles & Associates, LLC		No Response
Rannsolve Inc		No Response
Rapid Assist Technology, Inc.		No Response
Rapidsoft Systems, Inc.		No Response
Raptor Technologies (Raptor Technologies)		No Response
R-Associates Inc.		No Response
Rave Energy		No Response
Rave Mobile Safety		No Response
RDA Technologies		No Response
RDI Global Services		No Response
re3D Inc.		No Response
Read Between The Lines (The Children's Carousel Academy)		No Response
Read, Write, & Create, Inc.		No Response
Reading Horizons (HEC Software Inc.)		No Response

Reading Plus LLC		No Response
Real Network Services, Inc. (Crosley)		No Response
Real Time Solutions		No Response
Real-Time AV		No Response
Reasoning Mind, Inc.	Fail	No Response
Recon Networking (Recon Networking LLC)		No Response
Recorded Books inc (Recorded Books inc)		No Response
Records Consultants, Inc.		No Response
Recovery Healthcare Corporation		No Response
Recruiting Source International		No Response
Red Couch Interactive LLC (Red Couch Interactive LLC)		No Response
Red River Technology LLC		No Response
Red Rocket Electric Llc		No Response
Redbird Flight Simulations, Inc		No Bid
Redeemed Youth Empowering Program		No Response
Redflex Trafficking Systems, Inc.		No Response
RedGear, LLC		No Response
Rediker Software, Inc.		No Response
Redstone Payment Solutions (Redstone Payment Solutions)		No Response
Regency Office Products		No Response
Region One Education Service Center		No Response
Regroup Mass Notifcations (Regroup Mass Notifcations)		No Response
REL Project Management Services LLC	Fail	No Response
Relax Audio Visual LLC		No Response
Reliable R&R Training Services		No Response
Remote-Learner (Remote-Learner US, Inc.)		No Response
Remy Dillenseger		No Response
Renaissance Learning, Inc.		No Response
Repair Center LLC (Repair Center LLC)		No Response
Rescue and Foster Care Operation		No Response
Resiligence Inc.		No Response
Resolute Learning Systems, Inc.		No Response

Resource Data, Inc.		No Response
Responsive Learning (Responsive Learning, LP)		No Response
Responsive Technology Solutions	Fail	No Response
Rethink Autism		No Response
RetirePC (Asset Management & Disposal)		No Response
ReverTech Solutions		No Response
Revinetix, Inc.	Fail	No Response
Revival Technology		No Response
Revize Software Systems (Revize LLC)		No Response
Revolution Data Systems		No Response
REXEL		No Response
RFD and Associates		No Response
RFID technologies		No Response
RFPClub		No Response
RG Guillory Education & Consulting, LLC		No Response
RGB Custom PC LLC (RGB Custom PC LLC)		No Response
RGF Communications Inc	Fail	No Response
Rhema Word of Life Church		No Response
Ribbon Communications Inc (Ribbon Communications Operating Company nc)	1	No Response
Richardson Jumpstarters LLC		No Response
Ricoh USA		No Response
Right Attitude Inc		No Response
Righteous Investments & Holdings Inc		No Response
RightScale Inc.		No Response
RIGOR		No Response
Rio Paper & Supply LLC		No Response
Rising Star Academy		No Response
Rivera-Vega Group, LLC.		No Response
Riverside Technologies Inc		No Response
RIVS, Inc.		No Response
RM Education (RM Educational Software, Inc.)		No Response
RND Technology		No Response

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Ro-Berg LLC	Viewed
Robert Half Technology	No Response
Roberts & Ryan Investments, Inc.	No Response
Robomatter, Inc.	No Response
Robotel Corp	No Response
Rocket Mouse (RJ Barrett Enterprises)	No Response
Rockit Consulting IIc	No Response
Rocky Mountain Ram	No Response
Rogelio Creations	No Response
ROIT SOLUTIONS, LLC	No Response
Rokay Services Group, LLC	No Response
Ron Turley Associates, Inc. (	No Response
Rose Costumes	No Response
Rosetta Stone Ltd.	No Response
Roslane Mc Coy	No Response
Route 36 Inc	No Response
Royal Eagle Contracting	No Response
Royal Technocrats Inc	No Response
Royulty by Dezign LLC	No Response
RSG Southwest, LP	No Response
RSI Systems	No Response
RSI Tech Support LLC (RSI Tech Support LLC)	No Response
RTI International (Research Triangle Institute)	No Response
Rugged Protection, LLC	No Response
Rukaz Kultura	No Response
Ruvna (Ruvna, Inc.)	No Response
Rydin Decal (Dri-Stick Decal Corp.)	No Response
S & F Consultancy Inc. (S & F Software Solutions Inc.)	No Response
S & H Impex (S & H Impex)	No Response
S C ENTERPRISES CORPORATION	No Response
S Corporation	No Response
S.R. Rosati Inc.	No Response

S3Consulting LLC	Viewed
Sabari Tech Solutions LLC	No Response
SADA Systems, Inc	No Response
SAFARI Montage (Library Video Company)	No Response
Safebit Solutions	No Response
Safeplans	No Response
SafeSchools (SafeSchools LLC)	No Response
Safety Vision LLC	No Response
SAGE Publications, Inc. (SAGE Publications, Inc.)	No Response
Saitech Inc	No Response
Salon Chris LLC	No Response
SAM Labs	No Response
SameGoal, Inc	No Response
Sams Direct Government Solutions (Sams Contracting Consulting and Traini ng)	No Response
Samscloudlic	No Response
San Antonio Lighthouse for the Blind	No Response
SanJae Educational Resources, Inc.	No Response
Sanjeev Jaiswal (iFiber Optix, Inc.)	No Response
Savior Audio Visual & Film Production	No Response
Savvas Learning Company LLC	No Response
SBSI Software, INC	No Response
Scantron Corporation	No Response
SCG Business Services, LLC	No Response
Schneider Electric Buildings Americas (Schneider Electric SA)	No Response
ScholarBuys	No Response
Scholastic Education (Scholastic Inc.)	No Response
Scholastic Inc. (Scholastic Inc.)	No Response
School by Design (Education by Design, LLC)	No Response
SCHOOL DISTRICT EXCHANGE	No Response
School Improvement Network	No Response
School Specialty	No Response
School Tech Supply - STS Education	No Response

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SchoolBanks, Inc. (AltonSoft Corp)		No Response
SchoolFusion (Edline)		No Response
Schoolhouse Audio-Visual (Instructional Media, Inc.)		No Response
SCHOOLinSITES		No Response
SchoolMint		No Response
Schoology (Schoology, Inc)		No Response
SchoolPresser, LLC		No Response
SchoolReach Instant Parent Contact (GroupCast LLC)	Fail	No Response
SchoolStatus		No Response
SCIENCE OF APPAREL (SCIENCE OF APPAREL)		No Response
Science of Sport		No Response
Scribbles Software (ScribSoft Holdings, Inc.)		No Response
Script String Ltd. (ScriptString)		No Response
Seamless Solutions (Copeco)		No Response
Second Chance Technology Edge High School		No Response
Secure Networkers		No Response
Secure Vigil, LLC		No Response
Securecomm Technologies		Viewed
Securly, Inc		No Response
Securranty Inc		No Response
Seeds for Success Inc		No Response
SEI. Service Express Inc. (Service Express Inc.)		No Response
Semper Feye Solutions, Inc.		No Response
Senryo, Inc. (Senryo Technologies)	Fail	No Response
Sensera Systems, Inc.		No Response
SensoScientific, Inc.		No Response
SentryTech (Blair)	Fail	No Response
Sequel Data Systems Inc		No Response
Sequel Data Systems, Inc		No Response
Serenity Technologies LLC		No Response
Sergeant Laboratories, Inc		No Response
ServerMonkey.com LLC (ABH Capital Managment LLC)		No Response

ServiceMaster Recovery Management (Service Environments of Texas, Inc.)	No Response
Session Tax Consulting & Grant Writing (Session Tax Consulting and grant w riting)	No Response
SET SOLUTIONS	No Response
SETEX Facilities & Maintenance, LLC (Preferred Facilities Group – USA LL C)	No Response
Sew Contempo	No Response
Shadetree Mechanical Contractors	No Response
SharpSchool (Intrafinity)	No Response
Sherman Clay Pianos (Sherman Clay & Co.)	No Response
Sherra Branch	No Response
SHI Government Solutions	No Response
Shipcom	No Response
Shmoop University, Inc. (Shmoop University, Inc.)	No Response
ShopK12, Inc	No Response
Showroom Builders LLC	No Response
Shrader Engineering, Inc.	No Response
Sibme	No Response
SicommNet	No Response
Siemens Industry, Inc	No Response
Sierra Consulting, Inc	No Response
Sierra Digital, Inc.	No Response
Sigga Workforce Technologies	No Response
Sigma Consulting Corp.	No Response
Sigma Technology Solutions, Inc.	No Response
Sigmax Security Inc.	No Response
Sign Pro (Sign Pro)	No Response
Signal Communications	No Response
Signs PQ LLC	No Response
SignUp4, LLC	No Response
Silicon Mountain Memory (WayTech, LLC)	No Response
SimiDigi Inc	No Response
SimpleTech Solutions	No Response

SimpliVity Corporation	Fail	No Response
SimplyDigi.com, Inc.		No Response
SINIUM (DYNAMIC INVENTIONS LLC)		No Response
SIRE Technologies (ALPHACORP)		No Response
Sirius Computer Solutions, Inc.		No Response
SJ Comptuters LLC		No Response
Skill Struck LLC		No Response
SkillSoft		No Response
SKO Learning, Inc.		No Response
SkoolAide (SkoolAide, Inc.)		No Response
Sky Communications Inc		No Response
Sky Creations (Rachael Bassey)		No Response
SkyHelm Technology (SkyHelm LLC)		No Response
Skynet Solutions Inc.		No Response
SkyRider Communications		No Response
Skyward, Inc.		No Response
SLG Technologies, LLC		No Response
SLOAN STEM+ARTS INC (SLOAN STEM ARTS INC)		No Response
Smart Futures (Smart Futures)		No Response
SMART IT PROS INC		No Response
SMART tag (Secured Mobility)		No Response
SMARTEST EDU, INC. (Formative)		No Response
Smartgroup Systems (Beepsmart Communications, Inc.)		No Response
SMARTOX		No Response
SmartSchool Systems (SmartSchool Systems LLC)		No Response
SmartSense by Digi International		No Response
Smarty Ears, LLC (Smarty Ears, LLC)		No Response
Smarty Symbols, LLC (Smarty Symbols, LLC)		No Response
Smooth Fusion, Inc.		No Response
SNVA LLC (SNVA LLC)		No Response
Social Sentinel, Inc.		No Response
Softchoice Corporation		No Response

Softdocs Inc.		No Response
SofterWare		No Response
Softline International USA,Inc		No Response
Softmart		No Response
SOFTNETWORKS LLC (SOFTNETWORKS LLC)		No Response
SoftSol Technologies Inc.		No Response
Software 4 Schools LLC (Software 4 Schools LLC)		No Response
Software Express	Fail	No Response
Software Information Resource Corp		No Response
Software One, Inc.		No Response
Software Professionals, Inc.		No Response
Sokikom (Virtual Learning Technologies, Inc.)		No Response
Solarcraft, Inc.		No Response
Solera		No Response
Solid IT Networks		No Response
Solix Inc. dba Sivic Solutions (Sivic Solutions Group LLC)		No Response
Sology LLC (Sology Solutions)		No Response
Solomon Sims & Brown, LLC.	Fail	No Response
Solvere Tech Support (Solvere Tech Support LLC)		No Response
SOS Security (Secure IP Solutions LLC)	Fail	No Response
SoundTree (KORG U.S.A., Inc.)		No Response
South Coast Printing Inc		No Response
South Houston NSBE Jr.		No Response
South Texas Counseling and Mentoring : Adult Education		No Response
SOUTH TEXAS PUMP INC		No Response
Southern Computer Repair		No Response
Southern Computer Warehouse		No Response
Southern Delegate		No Response
Southern Science Supply		No Response
Southwest Academic Solutions	Fail	No Response
Southwest Education, Inc.		No Response
Southwest School & Office Supply (S.W. School Supply Inc)		No Response

SP Controls, Inc.		No Response
SpaceCenter Systems (Y2J, Inc.)		No Response
Sparkrock		No Response
Sparks Spaces Inc.		No Response
Spaulding Ridge (Spaulding Ridge)		No Response
Spear Head Solution		No Response
Spectrum Advanced Technologies LLC (Spectrum Advanced Technologie LLC)	S	No Response
Sphero, Inc.		No Response
Spinworld Communications		No Response
Sporturf		No Response
SpotMe		No Response
Sprint Corporation		No Response
Spur Employment, Inc. (Spur Employment, Inc.)		No Response
Square Panda, Inc.		No Response
Square Technology (David Frisbie)		No Response
Square3 (PCCare, Inc.)		No Response
SRIIA Technologies, Inc.		No Response
St. Martha Catholic School		No Response
St. Michael's Learning Academy Inc (St. Michael's Learning Academy Inc)		No Response
StackLynk, LLC		No Response
Staff Magnet	Fail	No Response
Stage Therapy Entertainment LLC		No Response
StageAgent (Estage Enterprises, inc)		No Response
Standing Cloud, Inc.		No Response
Staples Advantage (Staples Contract & Commercial, Inc.)		No Response
Star Voice & Data Systems (Star Voice & Data Systems, LLC.)		No Response
Stargel Office Solutions (Stargel Office Systems Inc)		No Response
Stars Information Solutions (JEH-EAS, Inc.)		No Response
STARS- Transportation Management		No Response
Stat Security Systems (Stat Security Solutions LLC)		No Response
StateCopy		No Response
Status Not Quo (Status Not Quo, Inc.)		No Response
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Steadfast Logistics Inc	No Response
Steam Kidstitute (Insight Community Resources Inc)	No Response
STEAM Works Studio	No Response
STEM Urban Perspective (Science, Technology, Engineering with an Urban Perspective)	No Response
Step Communications Group	No Response
STERIS Corporation	No Response
STL Supply Company	No Response
StockWise Solutions	No Response
Stoneware, Inc.	No Response
StormWind LLC	No Response
Strack Homes, LLC	No Response
Straight Defined	No Response
Strategic Partnerships, Inc.	No Response
Strategic Solutions Group (Strategic Solutions Group)	No Response
STRAUS SYSTEMS INC (STRAUS SYSTEMS INC)	No Response
Stream Dudes (Stream Dudes LLC)	No Response
Strong Asset Tags	No Response
StrongTree Products	No Response
STS360 (Sigma Surveillance Inc., DBA STS360)	No Response
studentnest.com (Studentnest Inc.)	No Response
Studi (Studi)	No Response
Studica Inc.	No Response
STVT-AAI Education, Inc., dba Ancora Corporate Training (STVT-AAI Educa tion, Inc., dba Ancora Corporate Training)	No Response
SuccessEd	No Response
Successful Starters Learning Academy II	No Response
Sufian Munir Inc. dba Clary Business Machines (Sufian Munir Inc.)	No Response
Sumdog Inc	No Response
Summus Industries, Inc.	No Response
SUMRALL SOLUTIONS, LLC	No Response
Sunburst Digital	No Response
SunGard Availability Services LP	No Response

SunGard K-12	No Response
sunnet solutions	No Response
Sunrise IT Solutions Group	No Response
Super Tech Telecommunications (Super Tech Telecommunications)	No Response
Superior Intelligence (The Children's Carousel Academy)	No Response
Suppliaholics	No Response
Supreme Fixture Company, Inc.	Viewed
Surebuilt DBA - Jasper Materials	No Response
Sussman Sales Company Inc.	No Response
Sweetwater (Sweetwater Sound Incorporated)	No Response
Swing Education (Swing Education)	No Response
SynchroNet LLC	No Response
Synergistic STEM Outreach Center	No Response
SysnetIQ Data Solutions LLC	No Response
Systems by Green Choice	No Bid
T and D Communications	No Response
Tab Products	No Response
TabletKiosk (Sand Dune Ventures Inc.)	Submitted
TAG Communications, L.P.	No Response
TagleRock Technologies IIc	No Response
TANCHES GLOBAL MANAGEMENT INC.	No Response
Tangenz Corporation (Tangenz Corporation)	No Response
Tango Health	No Response
Tango Software (Liberty Source L.P.)	No Response
Tao Interactive Inc	No Response
Tape Central, Inc.	No Response
TBF Computing Inc	No Response
TCB Consulting, LLC.	Unsubmitted
TCC Learning LLC	No Response
TCH (Alcott, Inc)	No Response
TCR-The Best Alarm Inc.	No Response
Teacher Created Resources	No Response

Teacher Direct (TDSA, LLC) Team Telecom Team Venti (Hondo Systems, LLC)		No Response No Response
Team Venti (Hondo Systems, LLC)		No Response
		No Response
TeamLogic IT (Philoxenus, Inc.)		No Response
TEC Sales	Fail	No Response
TEC Sports		No Response
Tech Depot (Solutions4sure.com)		No Response
Tech Mahindra Limited		No Response
Tech Smart USA		No Response
Techcess Group	Fail	No Response
TechDirectShop.com, LLC	Fail	No Response
TechJoy		No Response
Technical & Scientific Application Inc.		No Response
Technical Response Planning Corporation		No Response
Technicology, LLC		No Response
Technicopy		No Response
Technimedia, Inc.		No Response
Technocycle (IT Remarketing)		No Response
Technologent (Thomas Gallaway Corporation)		No Response
Technology For All		No Response
Technology Integration Group (PC Specialist, Inc.)		No Response
Technology International, Inc.		No Response
Technology Management Corp		No Response
TechOne Centre		No Response
TECHSEC		No Response
TechStudios LLC		No Response
TechVAR		No Response
Tecnics Consulting, Inc.		No Response
Teeter Totter Village		No Response
Tejas Office Products, Inc.		No Response
Tekgration LLC (Tekgration LLC)		No Response
Tekplan Solutions Texas LLC		No Response

Teksync Technologies, Inc.		No Response
TEKsystems, Inc.		No Response
TekVisions Inc		Submitted
TELA Technologies, Inc.		No Response
Telephonics Unlimited, Inc. (Telephonics Unlimited, Inc.)		No Response
Telerik	Fail	No Response
Teleste LLC		No Response
Teletrac Navman US Ltd		No Response
Telomack Cabling Solutions (Telomack Inc)		No Response
Terminal B		No Response
Terminal Lance Technologies (Terminal Lance Tactical LLC)		No Response
TestOut Corporation		No Response
Texas Association of African American Chambers of Commerce (TAAACC	2)	No Response
Texas Barcode Systems LTD		No Response
Texas Educational Solutions (Educational Software Solutions of Texas)		No Response
Texas Elearning LLC	Fail	No Response
Texas Landscape Group, LLC		No Response
Texas Management Group, LLC		No Response
Texas Rampart Security, LLC	Fail	No Response
Texas Security Shredding (Global DCC, Inc.)		No Response
Texas State Alarm, LLC		No Response
Texas State Billing Services Inc		No Response
TexConnect Communications, LLC		No Response
Texperts (Texperts Inc.)		No Response
Texthelp Inc		No Response
TFD SUPPLIES (TFD Unlimited, LLC)		No Response
TFE (Technology For Education)		No Response
That Place for Computers (That Place for Computers)		No Response
The Albers Group LLC		No Response
The Arreis Group IIc		No Response
The Backup Depot, Inc.	Fail	No Response
The Baptiste Group LLC (The Baptiste Group LLC)		No Response

The Bryant Heritage LLC       No Response         The Children's Carousel Charitable Foundation       No Response         The Cintman Group (Jerry Gutierrez)       No Response         The Class Ring Company       No Response         The Class Ring Company       No Response         The Gateway Group       No Response         The Graide Network, Inc.       No Response         The Harding Group       No Response         The Harding Group       No Response         The IBS Companies (IRIS Ltd. Inc.)       No Response         The Library Corporation       No Response         The Library Corporation       No Response         The MarketinGroup, LLC       No Response         The Monitor Man       Fail       No Response         The Onbudsmen Group (The Ombudsmen Group)       Fail       No Response         The Response       No Response       No Response         The Response       No Response       No Response         The National Behvioral Intervention Team Association       No Response         The PAYDE Foundation       No Response       No Response         The Response Group (The Ombudsmen Group)       Fail       No Response         The Response Group, Inc. (The Royster Group)       No Response       No Response			
The Cintman Group (Jerry Gutierrez)       No Response         The Class Ring Company       No Response         The Gateway Group       No Response         The Graide Network, Inc.       No Response         The Harding Group       No Response         The Harding Group       No Response         The Kadence Collective, LLC (The Kadence Collective, LLC)       No Response         The Library Corporation       No Response         The Library Store, Inc       No Response         The MarketinGroup, LLC       No Response         The Monitor Man       Fail       No Response         The Onbudsmen Group (DLDHAM GRAPHIC SUPPLY INC)       No Response         The Resilient Group       No Response         The Resilient Group       No Response         The Resilient Group       No Response         The Resilient Group, Inc. (The Royster Group)       Fail       No Response         The Scholastic Network Partners, LLC       No Response       No Response         The Software Vauit, LLC       No Response       No Response         The Software Vauit, LLC       No Response       No Response         The Scholastic Network Partners, LLC       No Response       No Response         The Software Vauit, LLC       No Response       No Response </td <td>The Bryant Heritage LLC</td> <td></td> <td>No Response</td>	The Bryant Heritage LLC		No Response
The Class Ring Company       No Response         The Gateway Group       No Response         The Graide Network, Inc.       No Response         The Harding Group       No Response         The Harding Group       No Response         The RIS Companies (IRIS Ltd. Inc.)       No Response         The Library Corporation       No Response         The Library Corporation       No Response         The MarketinGroup, LLC       No Response         The Monitor Man       Fail       No Response         The Onbudsmen Group (OLDHAM GRAPHIC SUPPLY INC)       No Response         The Reni Group       No Response         The Reni Group       No Response         The Reni Group       No Response         The Scholastic Network Partners, LLC       No Response         The Scholastic Network Partners, LLC       No Response         The Scholastic Network Partners, LLC       No Response         The Software Vault, LLC       No Response         The Scholastic Network Partners       No Response         The Scholastic Network Partners, LLC       No Response         The Scholastic Network Partners, LLC       No Response         The Scholastic Network Partners, LLC       No Response         The Scholastic Network Partners       No Response	The Children's Carousel Charitable Foundation		No Response
The Gateway Group       No Response         The Graide Network, Inc.       No Response         The Harding Group       No Response         The IRIS Companies (IRIS Ltd. Inc.)       No Response         The Kadence Collective, LLC (The Kadence Collective, LLC)       No Response         The Library Corporation       No Response         The Library Corporation       No Response         The Library Store, Inc       No Response         The MarketinGroup, LLC       No Response         The Notion Man       Fail       No Response         The Orbudsmen Group (OLDHAM GRAPHIC SUPPLY INC)       No Response       No Response         The PRYDE Foundation       No Response       No Response         The Resilient Group       Fail       No Response         The Resilient Group, Inc. (The Royster Group)       Fail       No Response         The Scholastic Network Partners, LLC       Viewed       No Response         The Scholastic Network Partners, LLC       No Response       No Response         The Software Vault, LLC       No Response       No Response         The Schoolhouse Store (The Schoolhouse Store Inc)       Fail       No Response         The Software Vault, LLC       No Response       No Response         The Software Vault, LLC       No Respon	The Cintman Group (Jerry Gutierrez)		No Response
The Graide Network, Inc.No ResponseThe Harding GroupNo ResponseThe IRIS Companies (IRIS Ltd. Inc.)No ResponseThe Kadence Collective, LLC (The Kadence Collective, LLC)No ResponseThe Library CorporationNo ResponseThe Library Store, IncNo ResponseThe MarketinGroup, LLCNo ResponseThe MarketinGroup, LLCNo ResponseThe Notion ManFailNo ResponseNo ResponseThe Onbudsmen Group (OLDHAM GRAPHIC SUPPLY INC)No ResponseThe PRYDE FoundationNo ResponseThe Resilient GroupFailNo ResponseNo ResponseThe Resilient GroupNo ResponseThe Resilient GroupNo ResponseThe Scholastic Network Partners, LLCNo ResponseThe Scholastic Net	The Class Ring Company		No Response
The Harding Group       No Response         The IRIS Companies (IRIS Ltd. Inc.)       No Response         The Kadence Collective, LLC (The Kadence Collective, LLC)       No Response         The Library Corporation       No Response         The Library Store, Inc       No Response         The MarketinGroup, LLC       No Response         The Monitor Man       Fail       No Response         The Ombudsmen Group (OLDHAM GRAPHIC SUPPLY INC)       No Response         The Response       No Response         The Remi Group       Fail       No Response         The Response       No Response       No Response         The Response       No Response       No Response         The Ombudsmen Group (The Ombudsmen Group)       Fail       No Response         The Response       No Response       No Response         The Response       No Response       No Response         The Response Group, Inc. (The Royster Group)       Fail       No Response         The Scholchouse Store (The Schoolhouse Store Inc)       Fail       No Response         The Schoolhouse Store (The Schoolhouse Store Inc)       Fail       No Response         The Schoulhouse Store (The Schoolhouse Store Inc)       No Response       No Response         The Schoulhouse Store (The Schoolhouse	The Gateway Group		No Response
The IRIS Companies (IRIS Ltd. Inc.)       No Response         The Kadence Collective, LLC (The Kadence Collective, LLC)       No Response         The Library Corporation       No Response         The Library Store, Inc       No Response         The MarketinGroup, LLC       No Response         The Monitor Man       Fail       No Response         The National Behvioral Intervention Team Association       No Response         THE OLDHAM GROUP (OLDHAM GRAPHIC SUPPLY INC)       No Response         The PRYDE Foundation       No Response         The Resilient Group       No Response         The Scholabtic Network Partners, LLC       No Response <tr< td=""><td>The Graide Network, Inc.</td><td></td><td>No Response</td></tr<>	The Graide Network, Inc.		No Response
The Kadence Collective, LLC (The Kadence Collective, LLC)       No Response         The Library Corporation       No Response         The Library Store, Inc       No Response         The MarketinGroup, LLC       No Response         The Monitor Man       Fail       No Response         The Oblight Store, Inc       No Response       No Response         The Monitor Man       Fail       No Response         The Oblight Store, Inc       No Response       No Response         The National Behvioral Intervention Team Association       No Response       No Response         The Oblight Store, Inc       No Response       No Response         The Oblight Store, Inc       No Response       No Response         The National Behvioral Intervention Team Association       No Response       No Response         The Oblight Store (Oblight Store) (OLDHAM GRAPHIC SUPPLY INC)       No Response       No Response         The PRYDE Foundation       No Response       No Response       No Response         The Resilient Group       No Response       No Response       No Response         The Scholabuse Store (The Schoolhouse Store Inc)       Fail       No Response         The Schoolhouse Store (The Schoolhouse Store Inc)       Fail       No Response         The Schoulhouse Companies	The Harding Group		No Response
The Library Corporation       No Response         The Library Store, Inc       No Response         The MarketinGroup, LLC       No Response         The Monitor Man       Fail       No Response         The National Behvioral Intervention Team Association       No Response         THE OLDHAM GROUP (OLDHAM GRAPHIC SUPPLY INC)       No Response         The Ombudsmen Group (The Ombudsmen Group)       Fail       No Response         The Remi Group       No Response       No Response         The Resilient Group       No Response       No Response         The Scholastic Network Partners, LLC       No Response       No Response         The Scholablouse Store (The Schoolhouse Store Inc)       Fail       No Response         The Software Vault, LLC       No Response       No Response         The Software Vault, LLC       No Response       No Response         The Software Vault, LLC       No Response       No Response         The Teat Hub       No Response       No Response         The Text Hub       No Response       No Response         The Tree House, Inc.       No Response       No Response         The Tree House, Inc.       No Response       No Response         The Tree House, Inc.       No Response       No Response	The IRIS Companies (IRIS Ltd. Inc.)		No Response
The Library Store, IncNo ResponseThe MarketinGroup, LLCNo ResponseThe Monitor ManFailNo ResponseThe National Behvioral Intervention Team AssociationNo ResponseTHE OLDHAM GROUP (OLDHAM GRAPHIC SUPPLY INC)No ResponseThe Ombudsmen Group (The Ombudsmen Group)FailNo ResponseThe Remi GroupFailNo ResponseThe Remi GroupNo ResponseNo ResponseThe Resilient GroupNo ResponseNo ResponseThe Scholastic Network Partners, LLCViewedNo ResponseThe Scholabtic CompaniesNo ResponseNo ResponseThe Software Vault, LLCNo ResponseNo ResponseThe Software Vault, LLCNo ResponseNo ResponseThe Software Vault, LLCNo ResponseNo ResponseThe Teat HubNo ResponseNo ResponseThe Tree House, Inc.No ResponseNo ResponseThe Text HubNo ResponseNo ResponseThe Tree House, Inc.FailNo ResponseThe Upgrade Place (American Business Network Inc)FailNo ResponseThe Waymire GroupFailNo Response	The Kadence Collective, LLC (The Kadence Collective, LLC)		No Response
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The National Behvioral Intervention Team Association       No Response         THE OLDHAM GROUP (OLDHAM GRAPHIC SUPPLY INC)       No Response         The Ombudsmen Group (The Ombudsmen Group)       Fail       No Response         The PRYDE Foundation       No Response       No Response         The Remi Group       No Response       No Response         The Resilient Group       No Response       No Response         The Royster Group, Inc. (The Royster Group)       No Response       No Response         The Scholastic Network Partners, LLC       Viewed       No Response         The Sen-Will Group       No Response       No Response         The Software Vault, LLC       No Response       No Response         The TEAMS Group, LLC       No Response       No Response         The Tee House, Inc.       No Response       No Response         The Tee House, Inc.       No Response       No Response         The Upgrade Place (American Business Network Inc)       Fail       No Response	The MarketinGroup, LLC		No Response
THE OLDHAM GROUP (OLDHAM GRAPHIC SUPPLY INC)       No Response         The Ombudsmen Group (The Ombudsmen Group)       Fail       No Response         The PRYDE Foundation       No Response         The Remi Group       No Response         The Resilient Group       No Response         The Royster Group, Inc. (The Royster Group)       No Response         The Scholastic Network Partners, LLC       Viewed         The Schoolhouse Store (The Schoolhouse Store Inc)       Fail       No Response         The Schoolhouse Store (The Schoolhouse Store Inc)       Fail       No Response         The Schoolhouse Store (The Schoolhouse Store Inc)       No Response       No Response         The Schoolhouse Store (The Schoolhouse Store Inc)       Fail       No Response         The Schoolhouse Store (The Schoolhouse Store Inc)       No Response       No Response         The Software Vault, LLC       No Response       No Response         The TEAMS Group, LLC       No Response       No Response         The Tree House, Inc.       No Response       No Response         The Upgrade Place (American Business Network Inc)       Fail       No Response	The Monitor Man	Fail	No Response
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The Shamrock CompaniesNo ResponseThe Software Vault, LLCNo ResponseThe SoGo CollectiveNo ResponseThe TEAMS Group, LLCNo ResponseThe Text HubNo ResponseThe Tree House, Inc.No ResponseThe Upgrade Place (American Business Network Inc)FailNo ResponseNo Responsethe Waymire GroupNo Response	The Schoolhouse Store (The Schoolhouse Store Inc)	Fail	No Response
The Software Vault, LLCNo ResponseThe SoGo CollectiveNo ResponseThe TEAMS Group, LLCNo ResponseThe Text HubNo ResponseThe Tree House, Inc.No ResponseThe Upgrade Place (American Business Network Inc)FailNo Responsethe Waymire GroupNo Response	The Sen-Will Group		No Response
The SoGo CollectiveNo ResponseThe TEAMS Group, LLCNo ResponseThe Text HubNo ResponseThe Tree House, Inc.No ResponseThe Upgrade Place (American Business Network Inc)FailNo Responsethe Waymire GroupNo Response	The Shamrock Companies		No Response
The TEAMS Group, LLCNo ResponseThe Text HubNo ResponseThe Tree House, Inc.No ResponseThe Upgrade Place (American Business Network Inc)FailNo Responsethe Waymire GroupNo Response	The Software Vault, LLC		No Response
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The Tree House, Inc.No ResponseThe Upgrade Place (American Business Network Inc)FailNo Responsethe Waymire GroupNo Response	The TEAMS Group, LLC		No Response
The Upgrade Place (American Business Network Inc)       Fail       No Response         the Waymire Group       No Response	The Text Hub		No Response
the Waymire Group No Response	The Tree House, Inc.		No Response
	The Upgrade Place (American Business Network Inc)	Fail	No Response
The Whitlock Group (Audio Fidelty Communications Corporation) No Response	the Waymire Group		No Response
	The Whitlock Group (Audio Fidelty Communications Corporation)		No Response

Theorem (Citrusbyte LLC)		No Response
ThinAir Wireless, Inc.		No Response
ThinkCERCA Inc.		No Response
Thinkcp technologies (h.co. computer products)		No Response
ThinkSpace IT		No Response
Thomas Data Design (Kevin R Thomas)		No Response
Thomas Klise/Crimson Multimedia (Thomas S Klise Company)		No Response
Thomas Scientific, LLC		No Response
Thompson Integrated Media Solutions	Fail	No Response
Thomson Reuters		No Response
Three Sixty Inc		No Response
Three Tikes LLC		No Response
Thriv & GROE Academy, LLC		No Response
Thunder River Construction, LLC		No Response
Time Solutions Inc.		No Response
TimeClock Plus (Data Management, Inc)		No Response
Timothy Project: Youth Mentoring Youth, Inc.		No Response
TITAN School Solutions, Inc.		No Response
TLE Inc (The Look Enterprises, Inc.)		No Response
TMB Screen Printing & Embroidery Spring	Fail	No Response
TMI Solutions, LLC (TMI Solutions, LLC)		No Response
T'Monique Collection LLC		No Response
TNR Accounting & Management Consulting, LLC (Nannette Ray)		No Response
Today's Class (Melior-Delaware Inc)		No Response
Tools for Schools, Inc.		No Response
Toomay Technologies		No Response
Topic Cleanwater Osmosis Technologies Inc. (Topic Cleanwater Osmosis T chnologies Inc.)	e	No Response
Toshiba America Information Systems, Inc.		No Response
Total Protection Systems, Inc.		No Response
Total Seminars, LLC.		No Response
TouchView Inc		No Response
Tovuti		No Response
		234

Town Press Media		No Response
TPx Communications		No Response
Trace3, Inc.		No Response
Tradentrix		No Response
Trading Club International, Inc.		No Response
Trafera, LLC (Trafera Holdings, LLC)		No Response
Transaption		No Response
Transcare IIc		No Response
Transfinder Corporation		No Response
Translation & Interpretation Network, LLC (Translation & Interpretation rk, LLC)	Netwo	No Response
Transnet Communications, LLC		No Response
Trezvant Academy, Inc		No Response
Tri State Camera		No Response
Triangle Fire and Security (Stroderd Communications, Inc.)	Fail	No Response
TRIO Education		No Response
Triumph Cabling Systems, LLC		No Response
TRIUMPH LEARNING		No Response
TROXELL COMMUNICATIONS, INC.		No Response
TRUE MPS (TRUE MPS, LLC)		No Response
TTI Imaging Inc.		No Response
Tunabear		No Response
Turning Technologies, LLC		No Response
Turnkey Integrators, Inc		No Response
Turnkey Security, Inc.		No Response
Tutor Doctor (Frias Business Group, Inc.)		No Response
TUTOR PACE, INC.		No Response
Tutors With Tablets (The Children's Carousel Academy)		No Response
tw telecom, inc	Fail	No Response
TWIST Integration Solutions Technology (TapeWorks Texas, Inc.)		No Response
Twotrees Technologies, LLC		No Response
TX One Source		No Response
TXRX Labs (Transmit Receive Labs Inc.)		No Response
Dage 72 of E9E pages		23/00/1 S Addor 235

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US Computing Inc	Fail	No Response
Ursus Inc Morgan Hill, CA (Ursus Inc Morgan Hill, CA)		No Response
UpBrainery Technologies (UpBrainery Technologies) UR TURN (UR TURN, SBC)		No Response No Response
Unlimited Print (Mayer Enterprises)		No Response
Univerus		No Response
Universal Adaptive Consulting Services, Inc (Universal Adaptive Consul Services, Inc)	lting	No Response
Unity Education Resources (MyOfficeProducts, LLC)	14	No Response
United Training Commercial, LLC (United Training)		No Bid
United Power & Battery		No Response
United Data Technologies		No Response
Unite Private Networks (Unite Private Networks)		No Response
Unique Digital		No Response
Uninex International (Unicorp)		No Response
Unified Communications (Tele-Communication, Inc.)		No Response
UNICOM Government, Inc. F/K/A GTSI Corp.		No Response
Ungerboeck Software International		No Response
Underwater Math (Every Child Grows)		No Response
UNBEATABLE SALE INC (UNBEATABLE SALE INC)		No Response
Ulysses S Dotson & Assoc.,Inc		No Response
Ultimate Kronos Group (UKG) (Ultimate Kronos Group (UKG))		No Response
uCertify LLC		No Response
uBreakiFix Hobby Area (Mega2Zetta)		No Response
UBIF Franchising Co. (uBreakiFix)		No Response
UAV Recon, LLC (UAV Recon, LLC)		No Response
U.S Electronics recycling Center Inc (Isaac F Sunnday)		No Response
U. S. WHOLESALE PRODUCTS		Viewed
TynyLabs LLC		No Response
Tynker (Tynker)		No Response
Tyler Technologies		No Response
Tyesha Alexander Psychological Services, PLLC		No Response
TXTechnology Group (Agency Management Corporation)		

23/004LS Adden 23/004

US Executive LLC		No Response
US Identity theft Solutions, LLC		No Response
US IT Solutions, Inc.		No Response
US Lab Supplies (Warith Inc)	Fail	No Response
US LED LTD (US LED LTD)		No Response
US Tech Solutions Inc.		No Response
USA Med Premium (USA Med Premium)		No Response
USATestprep, LLC		No Response
USFon Inc.		No Response
USG Staffing LLC (USG Staffing LLC)		No Response
USI Education and Government Sales (New Precision Technology, LLC)		No Response
Utility Systems Science and Software		No Response
Uzibull (Cosogo LLC)		Viewed
V3MAIN TECHNOLOGIES		No Response
Valiant IMC		No Response
Valuation and Assets Services (Valuation and Assets Services LLC)		No Response
Vantage Learning LLC (Vantage Learning USA LLC)	Fail	No Response
vCloud Tech Inc.		No Response
Velocity Business Products (Velocity Office Products)		No Response
Velocity Marketing Software LLC (veclocity software)		No Response
Vendita Technology Group (Vendita Technology Group LLC)		No Response
Ventech Information Systems		No Response
Verdant Web Technologies Inc.		No Response
Verificient Technologies Inc		No Response
Veritrust Corporation		No Response
Vernier Software & Technology, LLC		No Response
Vernon Library Supplies Inc		No Response
Versatile Enterprise LLC (Versatile Enterprise LLC)		No Response
Vertex Computers Systems (Vertex Computers Systems)		No Response
Vesco Business Products (RFV Enterprises Inc)		No Response
Vessel Support Services (Vessel Support Services)		No Response
Vexus Fiber (NTS Communications, LLC)		Viewed

		22/00/1 5 Addor 238 1
/Realm Inc. (vRealm Inc.)		No Response
/R Systems, Inc.		No Response
/-Quest Office Machines & Supplies		No Response
/ox Scripta LLC		No Response
/OX Global		No Response
Volitiion IIT Inc (Volitiion IIT Inc)		No Response
Voice Products Inc.		No Response
Voceon Digital Radio Communications		No Response
/Mware		No Response
/ivo Technology		No Response
/ivacity Tech PBC		No Response
/ital Imagery Ltd.		No Response
/isual Techniques		No Response
/isitu		No Response
Visions in Education, Inc (Visions Technology in Educaiton)		No Response
/ision Technology Solutions, LLC		No Response
/isible Body (Argosy Publishing)		No Response
/isceral Illumination Code LLC (VISCERAL ILLUMINATION CODE LLC)		No Response
/irtuo Group Corporation		No Response
/irtucom	T GIT	No Response
/irtual Surveillance	Fail	No Response
/irtual Speech Center Inc.		No Response
virtual business management solutions (VIrtual Business Managment Solutio	Fail	No Response
/irtual Builders Exchange		No Response
/irtela Technology Services		No Response
/irgin Pulse, Inc. (Virgin Pulse, Inc.)		No Response
/irescit Tactical Systems		No Response
/IP Systems, Inc.		No Response
/iking Fence Co. LTD /innove Consulting Group		No Response No Response
/IJAY COMPUTER ACADEMY (SUMI-VIJAY GLOBAL EDUCATION INC)		•
		No Response

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VSA, Inc		No Response
VSC		No Response
vTech Solution Inc.		No Response
VTS Supplies Inc. (D&R Toners)		No Response
W3IT (W3IT Design LLC)		No Response
Walk the Walk Promotions (Walk the Walk Promotions)		No Response
Walker Engineering, Inc.		No Response
Walkercom Inc.		No Response
Waterford Research Institute		No Response
Waters Network Systems		No Response
Wave Computers (Wave Solutions LLC)		No Response
WayOut Kids (Building Youth Through Music/ WayOut Kids)		No Response
Waypoint Business Solutions		No Bid
Weaver Technologies		No Response
Webinopoly (High Tech Republic Inc.)		No Response
WebRevelation		No Response
Weidenhammer Systems Corp		No Response
Wendy Perry Coparenting Education (www.wendyjperry.com)		No Response
West Publishing Corporation		No Response
West Road Teacher Supply (Distribuidora Alfa y Omega Inc.)		No Response
Westco Ventures LLC		No Response
WestStar Corporation		No Response
WeVideo, Inc.		No Response
Whatup		No Response
White Rock Cybersecurity (White Rock Cybersecurity)		No Response
Whitener Enterprises, Inc		No Response
Wi Code (School Papr LCC)	Fail	No Response
Williams Technical Staffing		No Response
WIN Learning (Worldwide Interactive Network, Inc.)		No Response
Windstream Communications		No Response
Winn Innovations (Winn Innovations, LLC)		No Response
Wisdom Speaks Today		No Response

WISTRON GREENTECH (WISTRON GREENTECH TEXAS CORP)		No Response
Wonder-Space Mobile	Fail	No Response
Worder-Space Mobile Wood Alternator and Starter Service (Homer J. Wood)	I dii	No Response
		•
Woodlands National Technology		No Response
Woot Math, LLC (Simbulus Inc.)		No Response
Workday (Workday, Inc.)		No Response
Workforce Software, LLC		No Response
World Book, Inc.		No Response
World Class Learning Materials		No Response
World Internet Marketing INc.	Fail	No Response
Worldgate (Worldgate, LLC)		No Response
Worth Ave Group		No Response
www.trustwave.com (www.trustwave.com)		No Response
Wyebot Inc		No Response
XellerateIT	Fail	No Response
Xerox Business Solutions (fka Dahill Industries Inc.) (Xerox Business Solutions)		No Response
Xi3 Corporation (Xi3 Inc.)		No Response
xNet Systems, Inc.		No Response
XO Communications		No Response
Xpress Installs	Fail	No Response
Xyples LLC		No Response
XYZprinting, Inc. (Chien)	Warn	No Response
Y&S Technologies		No Response
Y2Fox Solutions (Y2Fox)		No Response
yands technologies		No Response
YellowFolder, LLC		No Response
YesElections (Election-America, Inc.)		No Response
Your Business Solutions (Distinguished Network Engenuity, Inc.)		No Response
Youth Enrichments (Chicks With Class LLC)		No Response
ZAI Global Inc		No Response
Zalmen Reiss and Associates, Inc.		No Response
Ziegner Technologies (Ziegner Technologies, Inc.)	Fail	No Response

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ZIP Networks, INC	No Response
ZNA DESIGN (ZNA GROUP LLC)	No Response
ZolonTech, Inc.	No Response
Zones, Inc.	No Response
Z-SoftNet LLC	No Response
zSpace, Inc.	No Response
zSpace, Inc. (zSpace, Inc.)	No Response

## Participant Detail

Stitolier		1005 eres	Pricing	Vendors Eloevence	Gover, Sovering	Other of the Swij	Cope Contraction	Project	Infraction of the second second	Ability to Douce Solutions	Unact on other of the other other of the other o	Vedrs,	<sup>III</sup> Busilies Location In Letes Manteting Plan Samples	Detailed
		100	40	10	10	5	10	5	5	5	3	2	2	3
PrimeroEdge	1	90.67	37	7	8	5	9	5	5	5	3	2	2	3
Heartland School Solutions	2	88.67	35	7	9	4	9	5	5	5	3	2	2	3
TekVisions Inc	3	84.67	36	7	9	5	7	4	4	4	3	2	2	3
EMS LINQ	4	79.33	25	9	9	4	8	4	5	5	3	2	2	3
Automated Financial Systems	5	77.00	35	5	7	4	6	4	5	3	2	2	2	1
PCS Revenue Control Systems, I	6	76.67	32	6	7	4	6	4	5	4	3	2	2	2
Descon Signage Solutions	7	75.33	34	5	8	5	4	4	3	4	3	2	2	2
TabletKiosk	8	74.00	33	7	6	3	5	4	4	3	3	2	2	3
Harris School Solution	9	72.67	30	5	6	3	6	4	4	5	3	2	2	3
Health-e Meal Planner Pro	10	72.00	28	7	7	3	7	4	4	3	2	2	2	2
MenuLogic K12	11	70.00	33	4	5	3	5	5	4	2	2	1	2	3
		78.27	32.58	6.24	7.39	3.88	6.52	4.24	4.30	3.91	2.76	1.91	1.97	2.58

#### Supplier Scoring Summary

23/004LS Addendum 1 - Technology & Other Related Products and Services for Food Service - Food Service Technology Evaluation

#### EVALUATORS:

Danny McDonald, Director, Stafford MSD Jessica Cummings, Assistant Director of CN, Two Dimensions Prepatory Academy Michelle Keener, Director, Deer Park ISD

Invitations were sent to 2436 prospective bidders. Contracts are in accordance with TEC 44.031. It is recommended that the following awards of annual contracts:

#### Non-Responsive-0

## Non-Awarded-0

CONTRACTS

**Total Responses-11** 

Award Threshold is a score of 70.

It is recommended the following awards of annual contracts:

#### VENDORS

Automated Financial Systems (Robert Beyer Enterprises LLC)	23/004LS-07	Foodworks Technologies, LLC dba MenuLogic K12
Descon Signage Solutions (Young & Kenady Inc)	23/004LS-08	PCS Revenue Control Systems, Inc.
EMS LINQ, LLC	23/004LS-09	PrimeroEdge (Cybersoft Technologies, Inc.)
Harris School Solution, a division of N. Harris Computer Corporation	23/004LS-10	TabletKiosk (Sand Dune Ventures Inc.;
Health-e Pro (Water Walkers Inc)	23/004LS-11	TekVisions Inc.
Global Payments Inc. dba Heartland Payment Systems, LLC		

<b>CONTRACTS</b>	VENDORS
23/004LS-01	Automated Fina
23/004LS-02	Descon Signage

23/004LS-03 23/004LS-04

23/004LS-05

23/004LS-06



## Harris County Department of Education Choice Partners Proposal Recommendation Form Program Review

#### [This form is used to document due diligence by Recommendation Committee]

To: From:	Kendra Jackson, HCDE Director of Purchasing Laura Sprehe, Food Contract Manager, CP			
	Danny McDonald, Director, Stafford MSD Jessica Cummings, Assistant Director of CN, Two Dimensions Prepatory Academy Michelle Keener, Director, Deer Park ISD			
Job (Bid or RFP#) and Name:	23/004LS			
Board Meeting Date:	Technology and Other Related Products and Services for Food Service 11/16/2022			
Date:	10/17/2022			

#### **Procurement Requirements Available:**

Check One

	Under \$2,500 (Requires Division Director and Asst Supt. Approval)
	From \$2,500 to \$50,000 (Requires Buyer, Purchasing Director/CFO Approval)
	Over \$50,000 (per CH Local)
<u>X</u>	Cooperative Programs (Requires Board Approval)

I certify that I have reviewed the attached RFP and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with local Board Policies (CH local/legal) and legal (federal and state) policies and administrative guidelines set by the Business Office and Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this RFP to include policies on conflict of interest (CIQ).

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases.

I further certify that I recommend the execution of a contract after Board approval.

(Note: This form is required of all jobs (bids and RFPs) prepared by all buyers & directors.)

#### Justification:

(Any information that pertains to this job (bid or RFP)

#### 23/004LS Technology and Other Related Products and Services for Food Service

Choice Partners members will utilize this contract for Technology and Other Related Products and Services for Food Service

This contract will provide a discounted price, superior quality, and comply with state purchasing requirements as stated in TEC §44.031.

This job was competitively bid and advertised. The result of the bid generated the following responses:

Invitations were sent to2436vendorsHCDE received11responses (see attached evaluation summary).

#### **Recommendation:**

HCDE is recommending contracts with Choice Partners Cooperative- Automated Financial Systems (Robert Beyer Enterprises LLC); Descon Signage Solutions (Young & Kenady Inc.); EMS LINQ, LLC; Harris School Solution, a division of N. Harris Computer Corporation; Health-e Pro (Water Walkers Inc); GLobal Payments Inc. dba Heartland Payment Systems, LLC; Foodworks Technologies, LLC dba MenuLogic K12; PCS Revenue Control Systems, Inc.; PrimeroEdge (Cybersoft Technologies, Inc.); TabletKiosk (Sand Dune Ventures Inc.); TekVisions Inc.



#### Harris County Department of Education Choice Partners Instructions to Recommendation Committee

[Thi	s form is used to document due diligence by Recommendation Committee]
To:	Dr. Jesus J. Amezcua, CPA, Assistant Supt. For Business Services
From:	Laura Sprehe, Food Contract Manager, CP
Job (Bid or RFP) # and Name:	23/004LS
	Technology and Other Related Products and Services for Food Service
<b>Board Meeting Date:</b>	11/16/2022
Today's Date:	10/17/2022

Attached are the following materials for your review and possible recommendation to the Superintendent and the Board of Trustees:

Buyer Certification Copy of the Job (Bid or RFP) responses Set of Specs will be available for your review

Your responsibility for review of this job (bid or RFP) is to make sure that HCDE receives the best value for the goods and services sought. Please review the attached job (bid or RFP) and certify that all of the procurement requirements have been met in accordance with local Board Policies and legal (federal and state) policies and administrative guidelines set by the Business Office and the Purchasing Division.

Please remember to adhere to section 44.032 of the Texas Education Code, "Enforcement of Purchase Procedures: Criminal Penalties; Removal; Ineligibility" which deal with the penalties related to component, separate, and sequential purchases. In addition, Board policy CH Local and Legal are required to be met as part of your contractual obligation with HCDE.

It should be noted that if a required document is not provided by the bidder, the Purchasing Division will not be able to make a recommendation and or issue a purchase order.

Please review the responses to the job (bid or RFP) and submit the following forms by the required deadline for the next available Board Meeting:

#### Signed Certification and Recommendation Form

If any technicalities or changes need to be made, these must be addressed in the recommendation and presented as such to the Superintendent and the Board of Trustees.

#### Agenda Item (Prepared by Buyer handling the job/bid or RFP)

Once, a recommendation is approved by the Board, Choice Partners will issue an award letter and request that any pending bonds or contracts be submitted within 5 days to the District.



#### Harris County Department of Education Choice Partners Effectiveness and Compliance Review Form

#### [This form is used to document due diligence by Recommendation Committee]

To: From Contract Manager: Purchasing Dept:	Purchasing Audit File and Dr. Jesus J. Amezcua, CPA, Assistant Supt. for Business Services Laura Sprehe, Food Contract Manager, CP Kendra Jackson, Director
Job (Bid or RFP#) and Name:	23/004LS
	Technology and Other Related Products and Services for Food Service
Board Meeting Date:	11/16/2022
Date:	10/17/2022

#### **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)
Х	Cooperative Programs (Requires Board Approval)

I certify that I have reviewed the attached job (bid or RFP) and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with Local Board Policies (CH Local/Legal) and Legal (Federal and State) policies and administrative guidelines set by the Business Office and the Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this job (bid or RFP) to include policies on conflict of interest.

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases. I further certify that I recommend the issuance of a purchase order after Board approval and execution of a contract.

(Note: This form is required of all jobs (bids and RFPs) prepared by all buyers and directors.)

Regular Board Meetin	g		6.F.2.
Meeting Date:	November 16, 2022		
Title:	Interlocal Agreements for November 2022		
Submitted For:	Joann Nichols, Choice Partners	Submitted By:	Mary Causey
Recommended Actior	n: Approve	HCDE Goal(s):	4. Provide cost savings by leveraging tax dollars
Additional Resource Personnel:	Joann Nichols, Jeff Drury, Richard Vela, Yaritza Roman, Kendra Jackson and Dr. Jesus Amezcua	Facilities/Technolog Approval Needed?:	<b>y</b> None

## Information

## Posted Agenda Item:

**Approval of HCDE Interlocal Agreements with:** Collaborative for Higher Education Shared Services (CHESS), Santa Fe, New Mexico; The Conquerors Place, Inc., Houston, Texas; IDEA Louisiana, Baton Rouge, Louisiana; Mission Consolidated ISD, Mission, Texas; and Rusk ISD, Rusk, Texas.

## Subject:

HCDE Interlocal Agreements with:

Entity Name	Entity Type	City	State	Region
Collaborative for Higher Education Shared Services (CHESS)	Non-Profit	Santa Fe	NM	0
The Conquerors Place, Inc.	Non-Profit	Houston	ΤX	4
IDEA Louisiana	School	Baton Rouge	LA	0
Mission Consolidated Independent School District	School District	Mission	ТΧ	15
Rusk Independent School District	School District	Rusk	ТΧ	7

## **Rationale:**

HCDE Interlocal Agreements with:

Entity Name	Entity Type	City	State	Region
Collaborative for Higher Education Shared Services (CHESS)	Non-Profit	Santa Fe	NM	0
The Conquerors Place, Inc.	Non-Profit	Houston	ΤX	4
IDEA Louisiana	School	Baton Rouge	LA	0
Mission Consolidated Independent School District	School District	Mission	ТΧ	15
Rusk Independent School District	School District	Rusk	ТΧ	7

# Fiscal ImpactIncluded in FY budget Y/N:YIncluded in current budget amendment Y/N:N

## Attachments

CHESS Conquerors Place Inc IDEA Louisiana Mission CISD Rusk ISD Google Map Nov 2022

#### Inbox

Choice Partners Purchasing Purchasing Director Assistant Superintendent - Business Form Started By: Mary Causey Final Approval Date: 11/03/2022

## **Form Review**

## Reviewed By Joann Nichols Yaritza Roman Kendra Jackson Jesus Amezcua

Date

10/24/2022 01:31 PM 10/28/2022 11:04 AM 10/28/2022 11:17 AM 11/03/2022 01:03 PM Started On: 10/24/2022 09:16 AM

## 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. <u>Term</u>. 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. <u>Agreement</u>. 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. <u>Purpose and Scope of Work</u>.

## 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. <u>As is.</u> 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. <u>Assignment</u>. 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. <u>Conflict of Interest</u>. 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. <u>Contract Amendment</u>. 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. <u>Notice</u>. 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	Entity:
Attn: James Colbert, Jr.	Attn:
County School Superintendent	Title:
6300 Irvington Blvd.	Address:
Houston, Texas 77022	City, State, Zip:
Phone: 713-694-6300	Phone:
	Email:

- 9. <u>Relation of Parties</u>. 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. <u>Non-Exclusivity of Services</u>. 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. <u>Termination</u>. 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. <u>Master Contract</u>. 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. <u>Severability</u>. 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. <u>Authorization.</u> Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.
- 15. <u>Benefit for Signatory Parties Only</u>. 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. <u>Term</u> above:

	Harris County Department of Education	
Entity Name		
Greg Saunders		
Signature		
	James Colbert, Jr.	
Printed Name		
	County School Superintendent	
Title		
	Date:	
Date		
## Participation Agreement between Harris County Department of Education & <u>The Conquerors Place Inc</u>

This Participation Agreement ("Agreement") is made and entered into by and between Harris County Department of Education ("HCDE"), located in Houston, Texas, and <u>The Conquerors</u> <u>Place Inc</u>, a non-profit corporation ("Non-Profit"), located in <u>Houston</u> (*city*), <u>Texas</u> (*state*), for the purpose of permitting Non-Profit to participate in any or all of the programs and services that HCDE offers, including, without limitation, HCDE's cooperative purchasing program, Choice Partners. The undersigned may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

## Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Non-Profit certifies, represents, and warrants that it is a non-profit, tax-exempt entity. Both HCDE and Non-Profit desire to set forth, in writing, the terms and conditions of their agreement.

## **General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

- 1. <u>Term</u>. 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. <u>Agreement</u>. 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. <u>Purpose and Scope of Work</u>.

## A. HCDE agrees to:

- Provide Non-Profit with descriptive offerings of each of the programs and services that HCDE provides.
- Provide programs and services upon Non-Profit's submission of independent contracts or purchase orders to HCDE and HCDE's acceptance thereof. HCDE's obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE's obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
- Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.

#### B. Non-Profit agrees to:

• Participate in any or all of the programs and services that HCDE offers, in Non-Profit's sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that Non-Profit desires to purchase and/or collaborate.
- Agree to follow the terms and conditions of each independent contract or purchase order.
- Designate a person to act as Non-Profit's representative to each respective HCDE program and/or service delivered.
- 4. <u>As is.</u> HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of Non-Profit.
- 5. <u>Master Contract</u>. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and Non-Profit.

Non-Profit agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by Non-Profit. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

- 6. <u>Payments</u>. 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. <u>Invoices</u>. HCDE will invoice Non-Profit for the HCDE programs and services that Non-Profit purchases from HCDE. Non-Profit agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date Non-Profit receives the goods; (2) the date the performance of the service is completed; or (3) the date Non-Profit receives an invoice for the goods or service. If Non-Profit makes a payment to HCDE with a credit card, Non-Profit agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
- 8. Participation in HCDE's Cooperative Purchasing Program. If Non-Profit elects to participate in HCDE's cooperative purchasing program, Choice Partners, Non-Profit shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to Non-Profit for participation in Choice Partners. Non-Profit shall make payments directly to vendors. Non-Profit shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. Non-Profit shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between Non-Profit and the vendor. HCDE is not responsible or liable for the performance of any vendor used by Non-Profit as a result of this Agreement or Non-Profit's participation in Choice Partners.
- 9. <u>Compliance with Laws</u>. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

Participation Agreement

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- 10. <u>Termination</u>. This Agreement may be terminated prior to the expiration of the Term hereof as follows:
  - By either Party, with or without cause, upon thirty (30) days' prior written notice;
  - By mutual written agreement of the Parties; or
  - By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and Non-Profit or between Non-Profit and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, Non-Profit shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

- 11. <u>Assignment</u>. 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. <u>Conflict of Interest</u>. During the Term of HCDE's service to Non-Profit, Non-Profit, its personnel and agents, shall not, directly or indirectly, whether for Non-Profit's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
- 13. <u>Certificate of Interested Parties</u>. HCDE is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits HCDE from entering into a contract with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to HCDE at the time business entity submits the signed contract. Non-Profit agrees to complete the Certificate of Interested Parties electronically with the Texas Ethics Commission and submit the original signed, notarized certificate to HCDE with submission of this signed Agreement.
- 14. <u>Contract Amendment</u>. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
- 15. <u>Notice</u>. 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	The Conquerors Place, Inc(" Non-Profit")
Attn: James Colbert, Jr.	Attn: April Mamou
County School Superintendent	Title: Director
6300 Irvington Blvd.	Address: 120 W 3rd St
Houston, Texas 77022	City, State, Zip: Hearne, Texas 77859
713-694-6300	Phone: 832-228-7184
	Email: amamou.conquerorsplace@gmail.com

16. <u>Relation of Parties</u>. It is the intention of the parties that Non-Profit is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this

Participation Agreement

Page 3 of 5

Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and Non-Profit or HCDE and any of Non-Profit's representatives.

- 17. <u>Non-Exclusivity of Services</u>. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide Non-Profit with programs or services. During the Term of this Agreement, Non-Profit reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.
- 18. <u>Disclaimer</u>. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 19. <u>Limitation of Liability</u>. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
  - Neither Party waives any immunity afforded to it under applicable law; and
  - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
- 20. <u>Severability</u>. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
- 21. <u>Governing Law and Venue</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
- 22. <u>No Waiver</u>. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
- 23. <u>Benefit for Signatory Parties Only</u>. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

- 24. <u>Authorization</u>. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
- 25. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and Non-Profit have executed this Agreement to be effective on the date specified in Article 1. <u>Term</u> above:

<u>The Conquerors Place Inc</u> Name of Non-Profit Corporation

<u>Cipil Manne</u>

April Mamou Printed Name

James Colbert, Jr.

County School Superintendent

Harris County Department of Education

<u>Director</u> Title

09.27-2022

Date

Participation Agreement

## Interlocal Agreement between Harris County Department of Education

& IDEA Louisiana Inc

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement ("Agreement") is made and entered into by and between Harris County Department of Education ("HCDE"), located in Houston, Texas, and IDEA Louisiana Inc , a local governmental entity and/or political subdivision ("LGE"), located in Baton Rouge (*city*), LA (*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. <u>Term</u>. 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. <u>Agreement</u>. 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. <u>Purpose and Scope of Work</u>.

## 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. <u>As is</u>. 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. <u>Master Contract</u>. 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. <u>Payments</u>. 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. <u>Invoices</u>. 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. <u>Participation in HCDE's Cooperative Purchasing Program</u>. 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. <u>Compliance with Laws</u>. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

- 10. <u>Termination</u>. 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. <u>Assignment</u>. 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. <u>Conflict of Interest</u>. 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. <u>Contract Amendment</u>. 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. <u>Notice</u>. 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	IDEA Louisiana Inc ("LGE")
Attn: James Colbert, Jr.	Attn: Jose Perez
County School Superintendent	Title: Director of Procurement
6300 Irvington Blvd.	Address: 2115 W Pike Blvd
Houston, Texas 77022	City, State, Zip: Weslaco, TX 78596
713-694-6300	Phone: <u>956-355-1316</u>
	Email: jose.perez3@ideapublicschools.org

- 15. <u>Relation of Parties</u>. 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. <u>Non-Exclusivity of Services</u>. 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. <u>Disclaimer</u>. 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. <u>Limitation of Liability</u>. 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. <u>Severability</u>. 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. <u>Governing Law and Venue</u>. 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. <u>No Waiver</u>. 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. <u>Benefit for Signatory Parties Only</u>. 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. <u>Authorization</u>. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
- 24. <u>Counterparts</u>. 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. <u>Term</u> above:

IDEA Louisi		Harris County Department of Education
Jennifer White		
Authorized Signature Jennifer Whit	e	James Colbert, Jr.
Printed Name		
Director of Board Relations and Governance		County School Superintendent
Title 9/21/22		
Date		Date
Type of Local Govern	mental Entity (select one):	
□ School District	Charter School	
□ County	□ City/Municipality	
□ University	□ College	
□ State Entity		
□ Governmental ent	tity/other:	

## Interlocal Agreement between Harris County Department of Education

& Mission CISD

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 <u>Mission CISD</u>, a local governmental entity and/or political subdivision ("LGE"), located in <u>Mission</u> (*city*), <u>Texas</u> (*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. <u>Term</u>. 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. <u>Agreement</u>. 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. <u>Purpose and Scope of Work</u>.

- 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. <u>As is</u>. 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. <u>Master Contract</u>. 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. <u>Payments</u>. 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. <u>Invoices</u>. 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. <u>Participation in HCDE's Cooperative Purchasing Program</u>. 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. <u>Compliance with Laws</u>. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

Interlocal Agreement

- 10. <u>Termination</u>. 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. <u>Assignment</u>. 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. <u>Conflict of Interest</u>. 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. <u>Contract Amendment</u>. 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. <u>Notice</u>. 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	Mission CISD ("LGE")
Attn: James Colbert, Jr.	Attn: Anabel Garza
County School Superintendent	Title: Purchasing Coordinator
6300 Irvington Blvd.	Address: 1201 Bryce Drive
Houston, Texas 77022	City, State, Zip: Mission, Texas, 78572
713-694-6300	Phone: 956-323-5524
	Email: anabel.garza@mcisd.org

- 15. <u>Relation of Parties</u>. 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. <u>Non-Exclusivity of Services</u>. 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. <u>Disclaimer</u>. 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. <u>Limitation of Liability</u>. 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. <u>Severability</u>. 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. <u>Governing Law and Venue</u>. 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. <u>No Waiver</u>. 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. <u>Benefit for Signatory Parties Only</u>. 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. <u>Authorization</u>. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
- 24. <u>Counterparts</u>. 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. <u>Term</u> above:

Interlocal Agreement

Name of Local Gover	nmental Entity	Harris County Department of Education
Carol G. Perez Carol G. Perez (Oct 17, 2022 13:28 CDT)		
Authorized Signature		
Carolina "Carol" G. Perez	z, Ed. D.	James Colbert, Jr.
Printed Name		
Superintendent of School	s	County School Superintendent
Title		
Date		Date
Type of Local Govern	mental Entity (select one):	
School District	□ Charter School	
County	□ City/Municipality	
□ University	□ College	
□ State Entity		
□ Governmental enti	ty/other:	

Reviewed and Approved by Mission CISD

Anabel Garza (Oct 17, 2022 08:56 CDT)

Anabel Garza, MAcc, RTSBA Finance Division | Purchasing Coordinator

Joel Garcia (Oct 17, 2022 08:57 CDT) Joel Garcia, CPM Finance Division | Assistant Superintendent for Finance

## Interlocal Agreement between Harris County Department of Education

& Rusk Independent School District (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 Rusk ISD \_\_\_\_\_\_, a local governmental entity and/or political subdivision ("LGE"), located in Rusk (*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. <u>Term</u>. 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. <u>Agreement</u>. 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. <u>Purpose and Scope of Work</u>.

## 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. <u>As is</u>. 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. <u>Master Contract</u>. 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. <u>Payments</u>. 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. <u>Invoices</u>. 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. <u>Participation in HCDE's Cooperative Purchasing Program</u>. 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. <u>Compliance with Laws</u>. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

- 10. <u>Termination</u>. 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. <u>Assignment</u>. 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. <u>Conflict of Interest</u>. 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. <u>Contract Amendment</u>. 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. <u>Notice</u>. 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	Rusk Independent School District ("LGE")			
Attn: James Colbert, Jr.	Attn: Stacie Young			
County School Superintendent	Title: Chief Financial Officer			
6300 Irvington Blvd.	Address: 203 East 7th St.			
Houston, Texas 77022	City, State, Zip: Rusk, Texas 75785			
713-694-6300	Phone: 903-683-5592 ext. 1007			
	Email: stacie.young@ruskisd.net			

- 15. <u>Relation of Parties</u>. 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. <u>Non-Exclusivity of Services</u>. 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. <u>Disclaimer</u>. 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. <u>Limitation of Liability</u>. 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. <u>Severability</u>. 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. <u>Governing Law and Venue</u>. 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. <u>No Waiver</u>. 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. <u>Benefit for Signatory Parties Only</u>. 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. <u>Authorization</u>. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
- 24. <u>Counterparts</u>. 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. <u>Term</u> above:

## Rusk Independent School District

Name of Local Governmental Entity

Authorized Signature

Clar

Printed Name

Jake Ocker

Title

## **Board President**

Date

James Colbert, Jr.

County School Superintendent

Harris County Department of Education

Date

Type of Local Governmental Entity (select one):

School District
Charter School

□ County

□ City/Municipality

County

	University	College
--	------------	---------

□ State Entity

Governmental of	entity/other:	
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Interlocal Agreement



DURANGO

Regular Board Meeting Meeting Date:	<b>g</b> November 16, 2022	e	6.G.1.
Title:	Contract Award for RFQ 23/009YR Bond Ur	nderwriting Services	
Submitted For:	Kendra Jackson, Purchasing	Submitted By:	Yaritza Roman
Recommended Action	: Approve	HCDE Goal(s):	<ol> <li>Deliver</li> <li>value</li> <li>responsibly</li> <li>Provide</li> <li>cost</li> <li>savings by</li> <li>leveraging</li> <li>tax dollars</li> </ol>
Additional Resource Personnel:	Dr. Jesus Amezcua, Marcia Leiva, and Kendra Jackson	Facilities/Technology Approval Needed?:	None

## Information

## Posted Agenda Item:

Approval of Contract Award for RFQ job no. 23/009YR for Bond Underwriting Services for Harris County Department of Education to the firm demonstrating the highest competence and qualifications and meeting the specifications outlined in the RFQ: RBC Capital Markets, LLC for the period of 11/16/2022 through 11/15/2023.

## Subject:

RFQ for Bond Underwriting Services for HCDE

#### Rationale:

The process enacted was a Request for Qualifications (RFQ) to acquire statements of qualifications for bond underwriting services for the Harris County Department of Education. Four hundred fifteen (415) invitations were extended for proposals. Ten (10) responses were received from vendors. Each response was reviewed for compliance with the requirements of RFQ, were evaluated, and scored. The evaluation committee recommends to award a contract to RBC Capital Markets, LLC. See attached supporting documentation.

The contract period shall be for a term of one (1) year from 11/16/2022 through 11/15/2023 to the vendor stated above in Posted Agenda Item. Contract no. 23/009YR has the option for up to four (4) annual renewals. This contract is in accordance with Government Code 2254 (Professional Services Procurement Act).

Fiscal	Impact
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#### Attachments

Evaluation Summary Board Recommendation Participation Report

Inbox Purchasing (Originator) Purchasing Director

#### **Form Review**

Reviewed By Edna Johnson Kendra Jackson Date 10/31/2022 03:25 PM 10/31/2022 04:01 PM Harris County Department of Education Procurement Services Division

#### RFQ 23/009YR Bond Underwriting Services for Harris County Department of Education Evaluation Summary Report

				Evaluation Factors				
Company	Take Down			1. Presentation of Statemen of Qualifications/Response to RFQ/Texas underwriting capabilities and experience	2. Past Relevant Performance of Profesional Sevices-LR Bond and Notes	3. Reputation of Vendor and Vendor's services (based on average score from survey results)	4. Firm's proposed personnel/team, certifications, and qualifications, and extent to which such meets HCDE's needs	
SAMCO	1.25	5.0	6.25	4.72	17.94	25.00	25.00	72.66
Raymond James & Associates, Inc.	1.25	4.5	5.75	8.16	18.76	25.00	22.00	73.93
RBC Capital	0.75	3.5	4.25	5.69	18.60	25.00	25.00	74.29
Sitifel	1.25	5.00	6.25	4.40	17.94	25.00	25.00	72.34
Bancroft Capital	0.1	0.3	0.4	3.86	19.87	25.00	22.00	70.73
Estrada, Hinojosa & Company, Inc.	1.25	5.0	6.25	1.90	17.94	25.00	25.00	69.83
Hilltop Securities, Inc.	0.25	3.5	3.75	0.93	18.76	25.00	25.00	69.70
FHN Financial Capital Markers	2.5	4.5	7	0.29	17.69	25.00	22.00	64.98
Baird	1.25	4.5	5.75	0.05	18.10	25.00	22.00	65.15
The Baker Group	5	10	15		15.05	25.00	22.00	62.05



## 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 DivisionFrom:Recommendation Committee

Dr. Jesus Amezcua Marcia Leiva

## Job (Bid or RFQ#) and Name: <u>RFQ 23/009YR Bond Underwriting Services for Harris County</u> <u>Department of Education</u>

Board Meeting Date:	November 16, 2022

Date: <u>October 27, 2022</u>

## **Procurement Requirements Available:**

Check One

Under \$2,500 (Requires Division Director and Asst Supt. Approval)From \$2,500 to \$25,000 (Requires Buyer, Purchasing Director/CFO Approval)XOver \$50,000 (Requires Board Approval)

I certify that I have reviewed the attached Job (bid or RFQ) and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with local Board Policies (CH local/legal) and legal (federal and state) policies and administrative guidelines set by the Business Office and Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this job (bid or RFP) to include policies on conflict of interest (CIQ).

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases.

I certify that I am aware of the EDGAR requirements as amended on Dec. 26, 2014 under 2 CFR Part 200, and in specific the <u>conflict of interest requirements</u> for federal funds.



I certify that I am aware of Chapter 176 of the Local Government Code requirements for local government officers regarding <u>conflict of interest disclosures.</u>

I further certify that I recommend the issuance of a purchase order after Board approval and execution of a contract.

(Note: This form is required of all jobs (bids and RFQs) prepared by all Buyers & Director)

## **Justification**:

Job no. 23/009YR

This RFQ was developed to obtain qualifications for bond underwriting services for HCDE and its Corporation.

This job was competitively bid and advertised. The result of the bid generated the following responses:

Invitation to propose was sent to four hundred fifteen (415) vendors.

HCDE received ten (10) responses.

**Recommendat** Harris County Department of Educationion:

HCDE is recommending the following vendor for award:

• **RBC Capital Markets, LLC** 

# Supplier Participation 23/009YR

## **Bond Underwriting Services**

Issue Date: 9/30/2022 Questions Deadline: 10/6/2022 02:00 PM (CT) Response Deadline: 10/13/2022 02:00 PM (CT)

**HCDE Internal Purchasing** 

## **Contact Information**

Contact: Yaritza Roman Address: Procurement Services Division 6300 Irvington Blvd. Houston, TX 77022 Email: yroman@hcde-texas.org

## **Participation Summary**

Supplier	Email Status	Response Status
365 Paving & Construction LLC		No Response
4.0 GPA		No Response
A Better Resolutions, LLC	Fail	No Response
A,N,H. Consulting, LLC.		No Response
AAA Painting		No Response
Adele's Coaching and Consulting		No Response
Adira LLC		No Response
Agundez Inc, DBA Central Graphics		No Response
AIAA Kids LLC		No Response
All Thing's Gourmet		No Response
Allovue		No Response
AlphaGraphics (Lukitas Inc.)		No Response

amalgamated Services Inc.	No Response
Ambulance Billing Systems, Inc	No Response
American Appraisal (American Appraisal Associates, Inc.)	No Response
American Vision Marketing LLC	No Response
ANCO Insurance	No Response
Ann Marie Harbour	No Response
ARMI Consulting (Account Receivable Management, Inc.)	No Response
Arthur J Gallagher, Inc.	No Response
ASA Builders, Inc	No Response
ASAP Business Services (Accurate Standards Available Professionals Business Services, LLC)	No Response
Ashita.Design, LLC	No Response
Aspire Works LLC (Aspire Works LLC)	No Response
Association for the Advancement of Mexican Americans	No Response
Astrov & Associates	No Response
Atkins Powerhouse Consulting LLC	No Response
Auspicious Labs Inc. (same)	No Response
Authorable	No Response
Automated Financial Systems (Robert Beyer Enterprises LLC)	No Response
aVeriFact, LLC	No Response
AXA Equitable	No Response
Baird (Robert W. Baird & Co. Incorporated)	Submitted
Balance Companies (Balance Group, LLC)	No Response
Bancroft Capital, LLC	Submitted
Bandit Publishing	No Response
Bank of America N.A.	No Response
Bank of Texas (BOKF, NA)	No Response
Bank OZK	No Response
BBeauti AndLashes LLC	No Response
BDI	No Response
BE Staffing Solutions LLC (BE Staffing Solutions LLC)	No Response
Bedden & Associates, LLC (Bedden)	No Response
Bee Busy Wellness Center	No Response

Blaylock Van, LLC		No Response
BlendED Learning Consultants (BlendED Learning Consultants)		No Response
BLUE NEXTGEN GLOBAL DATA (BLUE NEXTGEN GLOBAL DATA)		No Response
BMHR - Better Man HR LLC	Fail	No Response
Bold Movements Collaborative		No Response
BookerDezigns		No Response
BRB Supply		No Response
Briar Patch		No Response
Bridge to Leadership, LLC		No Response
Bridgepoint Consulting, LLC		No Response
Bright Horizon		No Response
Broadridge Financial Solutions		No Response
Bsgg youth program - stop the violence (Salon 180 angels inc)		No Response
Cadence Bank		No Response
Cam Light Enterprise Inc.		No Response
Camelback Displays Inc.		No Response
Canyon Insurance Group (Canyon Insurance Group)		No Response
Care4All LLC		No Response
Cathyjon Enterprises, Inc. HB Staffing (Cathyjon Enterprises, Inc. HB Staffing)	]	No Response
CBRE Valuation & Advisory Services		No Response
CELLULAR WHOLESALES, INC (CELLULAR WHOLESALES, INC)	Fail	No Response
Central IT Company LLC		No Response
Chapter Seven Mortgage, LLC		No Response
Charter School Success, LLC		No Response
Chayah Management Company		No Response
Child Care Associates		No Response
Child Champ Photography (Jody Goldstein)		No Response
Citigroup Global Markets Inc.		No Response
Clark Hill Strasburger (Clark Hill PLC)		No Response
Clinical Concepts! (The Entermedia Group, LLC)	Fail	No Response
Coatings Specialty Development Lab (Coatings Specialty Development Lab )	)	No Response

Coding with a Twist, LLC (Coding with a Twist, LLC)	No Response
COGENT Infotech Corporation (COGENT Infotech Corporation)	No Response
College Thriver Education Corp	No Response
Color of Life (Color of Life Community Resource & Activity center)	No Response
Commerce Bank (Commerce Bancshares, Inc.)	No Response
Commercial Specialty Cleaning (Commercial Specialty Cleaning)	No Response
CompuGroup Medical	No Response
Computer Kids	No Response
Cooperative Strategies	No Response
Copy.com (Copydotcom, Inc.)	No Response
Corzone	No Response
Council Rock Enterprises, LLC (Council Rock Enterprises, LLC)	No Response
Covid Safety Glass (Silent West LLC)	No Response
CPS HR Consulting (Cooperative Personnel Services)	No Response
Creative Financial Staffing Inc	No Response
Crimson Vision Enterprises	No Response
Critical Mass Connection	No Response
Crowe LLP	No Response
CSI Leasing	No Response
Custard Insurance Adjusters, Inc.	No Response
CVS Pharmacy, Inc.	No Response
D&M Leasing (Commercial Vehicle Leasing, LP)	No Response
Daintree Solutions LLC	No Response
Daisy Deanne Insurance Services	No Response
Dalton Air Conditioning and Heating (Dalton Air Conditioning and Heating, LLC)	No Response
Data Facts, Inc	No Response
David Rodriguez (David Rodriguez)	No Response
David Webb	No Response
Debt Control Agency Inc. (Debt Control Agency Inc.)	No Response
Dell Technologies	No Response
DEMS,LLC	No Response
Designum Media Group	No Response

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DGR United	No Response
Diamond Business Services, Inc.	No Response
DIBSYS Inc	No Response
DigitalGenetix	No Response
Dillon Claims & Consulting Services LLC	No Response
Divine Dance (Peaceful Beginnings Montessori)	No Response
Doherty and Associates Inc.	No Response
DoLogic Inc.	No Response
Dominika Dorota Staniewicz	No Response
Dr. Mary E. White International, LLC	No Bid
DrHopeObika	No Response
East Side University (CLC) (South East Houston Community Development Corporation)	No Response
Easy Way Safety Services, Inc.	No Response
Educational Systems Consulting	No Response
E-Logic, Inc.	No Response
Emma Oliver	No Response
EMPAC HEALTH MANAGEMENT SERVICES, LLC	No Response
EMPIRE COMPLETE JANITORIAL SERVICES LLC	No Response
empower retirement (great-west life and annuity)	No Response
Empowered Network Services, LLC	No Response
Energy Saving Advisor Distributors	No Response
Enterprise Fleet Management, Inc.	No Response
Eplusc3.com (Eplusc3.com)	No Response
E-Rate Elite Services, Inc.	No Response
Estrada Hinojosa & Company, Inc.	Submitted
eTeachingMe (Love N Learn At Home)	No Response
Eternal Media Solutions (Eternal Media Solutions LLC)	No Response
ExerPlay, Inc	No Response
EXPRESSIONS PRODUCTIONS (1972)	No Response
EY (Ernst & Young LLP)	No Response
Facelift Graphics	No Response
Faith Works Consulting Group, LLC	No Response

Fannbassllc (Joseph Ball)	Fail	No Response
Fast Forward		No Response
FASTSIGNS 2073		No Response
FHN Financial Capital Markers (First Horizon)		Submitted
Fig Restoration (Fig Restoration)		No Response
Finest Blood		No Response
First American Education		No Response
FirstPoint Collection Resources, In		No Response
FiveStar Solutions		No Response
Foston International Communications Inc. (Foston International Communications Inc.)	i	No Response
Franklin D Saulsberry LLC	Fail	No Response
Freese and Nichols, Inc.		No Response
Fresh Start Developmental Learning and Fine Art Center		No Response
Frost Bank		No Response
Fuel Up For Life Foundation Inc		No Response
Gary Insurance and Tax Inc		No Response
Gazelle Capital, LLC		No Response
Geaux Crates & Storage, LLC		No Response
GHA TECHNOLOGIES INC		No Response
Global Education Systems Alliance (William H Prouty PhD)		No Response
GLP & Associates		No Response
GMP Media Group (GMP Media Group)		No Response
GO M PAC		No Response
Golden Mountain Consulting L.L.C		No Response
Good News Church		No Response
GovSense (GovSense)		No Response
Gray Step Software		No Response
Greenberg Traurig LLP		No Response
Greenspring Construction Services		No Response
H. J. DEBOER & ASSOCIATES		No Response
Hagerty Consulting, Inc. (Freeman)		No Response
Hardwick Law Firm, LLC		No Response

Harris & Harris, Ltd.	No Response
Harvest Christian Academy	No Response
Harvesting Wealth LLC	No Response
Hayley Wilson	No Response
HCONE International IMPEX Inc (Enoch Kabutey)	No Response
Heart Nation Inc	No Response
Heavenly Service, LLC	No Response
Hewlett-Packard Financial Services Company	No Response
Hilltop Securities Inc.	Submitted
Hilton Garden Inn houston Medical Center (ALH Properties No Fifteen, LP)	No Response
HISPANIC LEARNING CENTER	No Response
HiTouch Business Services	No Response
HORIZON SW PROPERTIES	No Response
Houston ISD - Medicaid Finance & Consulting Services	No Response
Houston Modular Installation	No Response
HR Best Practices (DIVA Solutions, LLC)	No Response
HRchex, LLC (Intellisoft II, Inc.)	No Response
HTEC-Houstons Training and Education Center, Inc. (Phillips)	No Response
Hunton Andrews Kurth LLP	Viewed
IA-Advanced Telecom Solutions, LLC	No Response
Imbue Cleaning Solutions (Imbue Cleaning Solutions)	No Response
IMS Dodge	No Response
Infojini,Inc.	No Response
Innovative Texas Strategies LLC (Innovative Texas Strategies LLC)	Viewed
InnovsiteLLC	No Response
Institute for Building Technology and Safety	No Response
Integrality (Integrality, LLC)	No Response
InTouch Receipting (Integrated Register Systems, Inc.)	No Response
Invest in Yourself LLC	No Response
I-Raos, Inc	No Response
Irving Hernandez	No Response
Isaulas Express Inc. (Isaulas Express Inc.)	No Response

ISE International Group	No Response
iTAD Solutions (Taber Group, Ilc)	No Bid
itsQuest, Inc.	No Response
J.P. Morgan Securities LLC	No Response
Jaguar Security & Investigations Corp (American PROTECTION ACADEMY )	No Response
Jaime Rios Financial Services Inc. (Money Concepts International Inc.)	No Response
JAVACCS, LLC	No Response
Jefferies LLC	No Response
Journey of Faith UMC	No Response
Journeys Managing Group LLC	No Response
JPMorgan	No Response
JPMorgan Chase	No Response
Jv-janitorial	No Response
KANKO (Floyd's Chores & Odd Jobs)	No Response
Keter Environmental Services	No Response
KGBTexas Communications	No Response
Konnecting the Dots	No Response
Kontrol Payables	No Response
Kriston Construction Company Inc (Kriston Construction Company Inc)	No Response
La Capra Associates, Inc.	No Response
Lady Liberty Group LLC	No Response
LaPorte CPAs and Busienss Advisors (LaPorte CPAs APAC)	No Response
LBNM Corporation	No Response
Life Enhancement Services	No Response
Life Insurance Company of the Southwest	No Response
Lisa K Bailey	No Response
Lowes Companies Inc	No Response
LQI Consulting Group, LLC	No Response
L-Sync, LLC	No Response
Lyceum (Institute for Civic Education in Vietnam)	No Response
M Rose Logistics (M Rose Logistics)	No Response
Main Stop Testing Svcs (Main Stop Testing Svcs)	No Response

Malor & Company Inc		No Response
Management Advisory Group International, Inc.		No Response
Marathon Staffing Group, Inc.		No Response
Marcus & Millichap (Marcus & Millichap Real Estate Investment Services, Inc.)	;	No Response
Mark Mills		No Response
Marshall Shredding (Marshall Shredding, LLC)		No Response
Masterson Advisors LLC		No Response
MAXIMED (Sophia Brendan)		No Response
McConnell & Jones LLP		No Response
MedHelp, Inc. (MedHelp, Inc.)		No Response
Medicaid Claim Solutions of Texas, Inc.		No Response
MenuLogic K12 (Foodworks Technologies)		No Response
MGT of America, Inc.		No Response
Mills Systems Solutions, LLC		No Response
Mischler Financial Group		Viewed
MJR EDUCATIONAL SUPPLIES (MJR EDUCATIONAL SUPPLIES)		No Response
MNB Services		No Response
Mombasa Street EATS (Medyz Swahili Cuisine Inc)		No Response
Mother Daughter ISH (Same)		No Response
MUFG Bank		No Response
Multiview Inc.	Fail	No Response
Nasare Enterprises,LLC.	Fail	No Response
National Alliance for Mental Health & Substance Abuse Recovery		No Response
Net Gain Marketing, Inc.		No Response
New Beginnings Nurturing Center		No Response
New Spectrum Educational Consultants (Civil Society Educational Consulta nts)	Fail	No Response
New Wave Evolution		No Response
Next Era Equipment Export LLC		No Response
Norton Rose Fulbright US LLP		No Response
Oak Hill Technology, Inc.		No Response
O'Hanlon, Demerath & Castillo		No Response

OREADY, LLC		No Response
Overjoyed To Help You Charity Community Service (Overjoyed To Help You harity Community Service)	С	No Response
Ozeal Consulting Group (Oziel Enriquez)		No Response
Parker and Jamison LLC		No Response
PAUL J. COSELLI, ATTORNEY AT LAW		No Response
PEX (Prepaid Expense Card Solutions, Inc)		No Response
PHD Resources & Taxes		No Response
Pinnacle Data Systems LLC (Pinnacle Data Systems LLC)		No Response
Pinnacle Workforce Strategies		No Response
PowerSchool Group LLC		No Response
Precision Benefits &Life Group		No Response
Premier Employment Agency, LLC		No Response
PREMIUM PUMPS & CONTROLS LLC		No Response
Prime Sanitizing		No Response
Prodigy Community Development		No Response
Productive Ventures (Productive Ventures)		No Response
Professional Credit Service (Ray Klein Inc)		No Response
Promos On-Time		No Response
Pronto Shipping and Packaging Services Inc.		No Response
Prosperity Project Management LLC (N/A)		No Response
Protectors Insurance and Financial Services, LLC		No Response
Protiviti		No Response
Providence partners		No Response
Province Holdings LLC		No Response
PST Services, Inc., a McKesson company (PST Services, Inc.)		No Response
PuckettPro (PuckettPro Inc)		No Response
Purposed Pressure Inc.		No Response
PWXpress (PWXpress)		Viewed
Qualtrics (Qualtrics)		No Response
Questica (Questica Ltd.)		No Response
Quintero Enterprises (Zoom Technologies LLC)	Fail	No Response
Ramos & Harrison		No Response

Rave Energy	No Response	
Raymond James & Associates, Inc.	Submitted	
RBC Capital Markets, LLC	Submitted	
RDI Global Services	No Response	
Records Consultants, Inc.	No Response	
Redstone Payment Solutions (Redstone Payment Solutions)	No Response	
Regal Supply & Services LLC (Regal Supply & Services LLC)	No Response	
Research America Inc	No Response	
Responsive Learning (Responsive Learning, LP)	No Response	
RGS Financial, Inc (RGS Financial, Inc)	No Response	
Rhema Word of Life Church	No Response	
Right Attitude Inc	No Response	
Rising Star Academy	No Response	
Roland Gonzales	No Response	
Royal Eagle Contracting	No Response	
Rukaz Kultura	No Response	
S Corporation	No Response	
Salon Chris LLC	No Response	
SAMCO Capital Markets, Inc.	Submitted	
Sanders Services (Richard Sanders)	No Response	
SBL Solutions (Strategic Business Life Solutions)	No Response	
SBSI Software, INC	No Response	
SCIENCE OF APPAREL (SCIENCE OF APPAREL)	No Response	
Second Chance Learning Center	No Response	
Second Chance Technology Edge High School	No Response	
Seeds for Success Inc	No Response	
Session Tax Consulting & Grant Writing (Session Tax Consulting and grant w riting)	No Response	
Shawn Kyle Faciane (Shawn Kyle Faciane)	No Response	
Sigga Workforce Technologies	No Response	
SimiDigi Inc	No Response	
Sky's the Limit	No Response	
SLL Services, LLC	No Response	
Smarter HR Solutions		No Response
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SMARTOX		No Response
SOFTNETWORKS LLC (SOFTNETWORKS LLC)		No Response
Something New Dance		Viewed
Southeast Technical Solutions		No Response
Southern Delegate		No Response
Southwest Glen Mission (Southwest Glen Mission)		No Response
Sparks Spaces Inc.		No Response
Spaulding Ridge (Spaulding Ridge)		No Response
Spur Employment, Inc. (Spur Employment, Inc.)		No Response
SSG-MUSIC (SSG-MUSIC)		No Response
St. Michael's Learning Academy Inc (St. Michael's Learning Academy Inc)		No Response
Standing In The Gap Direct Hire Consulting (Standing In The Gap Direct Hi Consulting)	ire	No Response
Steam Kidstitute (Insight Community Resources Inc)		No Response
STEM Urban Perspective (Science, Technology, Engineering with an Urbar Perspective)	n	No Response
Steniprise LLC		No Response
Stephens Inc.		No Response
Sterling Empowerment (Sterling Empowerment)		No Response
Sterling Staffing Solutions (Maceo Carter Investments, LLC)		No Response
Sterling Therapy & Rehabilitation (Sterling Therapy & Rehabilitation)		No Response
Stifel, Nicolaus & Company, Inc.		Submitted
Straight Defined		No Response
Strategic Partnerships, Inc.		No Response
Successful Starters Learning Academy II		No Response
SWA International Company		No Response
T.E.B Benefits Group Inc		No Response
Table SALT Group		No Response
TEC Sales	Fail	No Response
TEQlease Education Finance (TEQlease, Inc)		No Response
Texas Association of African American Chambers of Commerce (TAAACO	C)	No Response
Texas Association of School Boards		No Response

Texas Gulf Bank N.A.		No Response
The Arreis Group IIc		No Response
The Baker Group		Submitted
The Carmona Firm, PLLC (The Carmona Firm, PLLC)		No Response
The Christopher Quinn Group Inc.		No Response
The Class Ring Company		No Response
The Fraud Guard (Fraud Guard, LLC)		No Response
The French Corner (Haddad Interests Inc)		No Response
The Harris Foundation	Fail	No Response
The Heart of God Restoration Ministry		No Response
The Kadence Collective, LLC (The Kadence Collective, LLC)		No Response
The National Behvioral Intervention Team Association		No Response
The Resilient Group	Fail	No Response
The SoGo Collective		No Response
Tijerina Galvan Lawrence LLC		No Response
TLE Inc (The Look Enterprises, Inc.)		No Response
TMB Screen Printing & Embroidery Spring	Fail	No Response
TMI Design and Consulting LLC		No Response
T'Monique Collection LLC		No Response
TNCPA		No Response
TNR Accounting & Management Consulting, LLC (Nannette Ray)		No Response
Tomorrow N Training		No Response
Transaption		No Response
Transcare llc		No Response
Trezvant Academy, Inc		No Response
Trinity Review Services Inc		No Response
True Love Childcare		No Response
Twinkle Wonders School of Learning		No Response
U. S. WHOLESALE PRODUCTS		No Response
U.S. Bancorp Government Leasing & Finance, Inc.		No Response
UM & C Enterprises, LLC		No Response
UNICOM Government, Inc. F/K/A GTSI Corp.		No Response

US CAPITAL ADVISORS LLC (US CAPITAL ADVISORS LLC)	Viewed
US Executive LLC	No Response
USEBSG	No Response
USG Staffing LLC (USG Staffing LLC)	No Response
Vanguard Trading & Services, LLC	No Response
VantagePoint Benefits (J. Peat & Associates)	No Response
Vertex Computers Systems (Vertex Computers Systems)	No Response
Vessel Support Services (Vessel Support Services)	No Response
vRealm Inc. (vRealm Inc.)	No Response
vTech Solution Inc.	No Response
W.J. Alexander & Associates, P.C.	No Response
WageWorks, Inc.	No Response
Watkins & Associates Consulting Services LLC.	No Response
Weaver	No Response
Weaver and Tidwell, LLP	No Response
Wells Fargo Bank NA	No Response
Wells Fargo Bank. NA	No Response
WestStar Corporation	No Response
WEX Inc. (Exxon) (Wright Express)	Viewed
Winstead PC	No Response
xtremetees embroidery and printing	No Response
Your Business Solutions (Distinguished Network Engenuity, Inc.)	No Response
Yunex, LLC	No Response
Z Smart, LLC	No Response
Zen Insurance Services, LLC	No Response

# Participant Detail

# 365 Paving & Construction LLC

Address:	1618 E. Griffin Parkway Mission, TX 78572 (956) 607-0470	Response Status: Invitiation Date: Invitiation Emails:	No Response 9/30/2022 365paving@gmail.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

4.0 GPA

Address:	P.O Box 940514 Houston, TX 77094 (281) 772-1538	Response Status: Invitiation Date:	
Participation Type:	Active Supplier		Recularia +ogpa.com
Email Status:			
Invitiation Type:	Automatic		

# A Better Resolutions, LLC

Address:	4240 Hwy 6 N Ste B Houston, TX 77084 (281) 500-8095	Response Status: Invitiation Date: Invitiation Emails:	No Response 9/30/2022 info@abetterresolutions.com
Participation Type:	Active Supplier		
Email Status:	Fail		
Invitiation Type:	Automatic		

# A,N,H. Consulting, LLC.

Address:	6830 Curran Blvd. New Orleans, LA 70126 (504) 201-7024	Response Status: Invitiation Date:	
Participation Type:	Active Supplier		inio@askinissileard.com
Email Status:			
Invitiation Type:	Automatic		

### **AAA** Painting

Address:	6005 Westview Rd. Houston, TX 77055 (713) 696-2600	Response Status: Invitiation Date: Invitiation Emails:	No Response 9/30/2022
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

# Adele's Coaching and Consulting

Address: Classifications:	6654 Laughlin Dr. Missouri City, TX 77489 (832) 396-8520 MBE WBE (Primary)	Response Status: Invitiation Date: Invitiation Emails:	No Response 9/30/2022 kbeaty72@gmail.com
Participation Type: Email Status:	Active Supplier		
Invitiation Type:	Automatic		
Adira LLC			
Address:	1713 Emerald Tree Pl	Response Status:	No Response

# Action Items -Non-Consensus

Regular Board Meeting	3		7.1.
Meeting Date:	November 16, 2022		
Title:	The purchase of perimeter fencing to Start campuses	for the Channelview and	Sheffield Head
Submitted For:	Venetia Peacock, Head Start	Submitted By:	Sharon McBride
Recommended Action	: Approve	HCDE Goal(s):	<ol> <li>Impact</li> <li>education/respond</li> <li>to evolving needs</li> <li>Deliver value</li> <li>responsibly</li> <li>Provide cost</li> <li>savings by</li> <li>leveraging tax</li> <li>dollars</li> </ol>
Additional Resource Personnel:	Dr. Jesus Amezcua, Jonathan Parker, Venetia Peacock, Kendra Jackson, Dr. Edna Johnson	Facilities/Technology Approval Needed?:	,

#### Information

#### Posted Agenda Item:

Approval of project delivery/contract method of job order contracting for perimeter fencing project and JOC contract with Dura Pier Facilities Services, Ltd. dba Facilities Sources (Choice Partners Contract 21/039MR-05) in the amount of \$276,419 for the Channelview and Sheffield Head Start campuses. The purchases will be made using federal funds.

#### Subject:

The purchase of perimeter fencing for the Channelview and Sheffield Head Start campuses.

#### Rationale:

The purchase of the perimeter fencing will provide a secure exterior area that is fully enclosed by fencing with design features preventing it from being easily scalable at the Channelview and Sheffield Head Start campuses.

#### **Fiscal Impact**

#### Attachments

#### Fencing.Channelview Fencing.Sheffield

#### Inbox Head Start Purchasing Purchasing Director Assistant Superintendent - Business Form Started By: Sharon McBride Final Approval Date: 11/03/2022

#### **Form Review**

Reviewed By Venetia Peacock Edna Johnson Kendra Jackson Jesus Amezcua Date 10/28/2022 03:28 PM 10/31/2022 01:58 PM 10/31/2022 02:29 PM 11/03/2022 01:04 PM Started On: 10/28/2022 09:24 AM





October 10, 2022

Lisa Boone Assistant Director of Education and Operations Harris County Department of Education 6300 Irvington Houston, Texas 77022

Contract No. 21/039MR-05 Harris County Department of Education Subject: Job Order Proposal for **RFP TO-101-87-24300** 

Project Location: Channelview Head Start Project Title: **Perimeter Fencing** 

Dear Ms. Boone,

Enclosed is our firm fixed price proposal for the above subject RFP. The proposal scope is per e-mail request on September 9, 2022 to review the scope of work related to the installation of 8' tall black coated chain link and ornamental fencing and a motorized sliding traffic gate. The proposal includes the installation of a v-track motorized gate with operator, electrical service and communications (for Aiphone & card reader) extended to card reader location, and pipe bollards at the card reader. Removal of the existing pipe gate is included.

Pricing is per 2022 RS Means Facilities Construction Cost Data with adjustments for the city cost index and contract coefficient.

The proposed price prior to bonding is:	\$	161,592.16
The reimbursable bond cost is:	<u>\$</u>	4,039.80
The Grand Total Fixed Price is:		
Material is:	\$	88,835.21
Equipment is:	\$	9.669.68
Labor w/OH&P is:	\$	63,087.27

The proposed project duration is 21 days after NTP. This proposal is good for 30 days from the above date.

Please direct any questions to Wayne Bryant at (713) 337-5700.

Sincerely,

Wayne<sup>®</sup>Bryant

Project Manager

Attachments: RS Means Estimate, Site Sketches (Options)



#### Final Estimate Wayne Bryant Facilities Sources 21/039MR-05 - HCDE JOC - IDIQ Construction - 1st Option - 6/15/2022 to 6/14/2023 HCDE - Channelview Head Start - Perimeter Fencing - 87-24300

#### Estimator: Wayne Bryant

#### **Channelview Head Start - Perimeter Fencing**

Totalling Components	

rotaling components	
Price Line Items	\$168,446.23
RSMeans HOUSTON, TX CCI 2022Q3, 96.90%	\$(5,221.83)
HCDE Construction JOC (JOC-IDIQ), <normal 110%="" 99%,="" ot=""> (-1.0000%)</normal>	\$(1,632.24)
Non-Priced & Subcontractor Mark-up, 15% (15.0000%)	

Material, Labor, and Equipment Totals (No Totalling Components)

Material: Labor:	\$92,603.23 \$65.440.95
Equipment:	\$05,440.95 \$10.079.83
Other:	\$322.21
Laborhours:	762.50
Green Line Items:1	\$243.69

Total Construction Cost			\$161,592.10
Payment and or Performance Bon	d (2.5000%)		\$4,039.8
Builders Risk Insurance ()			
Estimate Grand Total			\$165,631.9
Priced/Non-Priced	74	\$168,446.22	
Total Non-Priced Items:	Ö	\$0.00	0.00%
	74	\$168,446.22	
Over al Tatal			\$405 CO4

Grand Total

\$165,631.96

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-	1	Deveet				D		
E	stimator: Wayne	Bryant		Channelv	iew Head Start	- Perime	eter Fenci	ng
	ltem	Description	UM	Quantity	Unit Cost	Total	Book	
1	01-31-13-20-0260	Field personnel, superintendent, average Security Superintendent	Week	0.7500	\$3,725.00	\$2,793.75	RSM22FAC L, O&P	F
2	01-54-33-20-4900-1	Hourly operating cost for rent trencher chain boom gas oper walking 12 HP	Ea.	12.0000	\$4.73	\$56.76	RSM22FAC E, O&P	F
3	01-54-33-20-4900-2	Rent per day for rent trencher chain boom gas oper walking 12 HP	Ea.	3.0000	\$274.33	\$822.99	RSM22FAC E, O&P	F
4	02-41-13-62-0200	Selective demolition, chain link fences & gates, gates, 10'-12' width	Ea.	2.0000	\$140.00	\$280.00	RSM22FAC L, E, O&P	F
5	02-41-13-62-0600	Selective demolition, chain link fences & gates, fence, 5' high	L.F.	175.0000	\$2.51	\$439.25	RSM22FAC L, E, O&P	F
6	03-05-05-10-0070	Selective concrete demolition, reinforcing more than 2% cross-sectional area, break up into small pieces, excludes shoring, bracing, saw or torch cutting, loading, hauling, dumping Demo strip of drive for conduit install to keypad location ((2*20)*.5//27 = 0.74	C.Y.	0.7407	\$410.00	\$303.69	RSM22FAC L, E, O&P	F
7	03-21-11-60-0602	Reinforcing steel, in place, slab on grade, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories ((30*8)*.668) = 160.32	Lb.	160.3200	\$1.52	\$243.69	RSM22FAC Grn, M, L, O&P	F
8	03-21-11-60-0602-100	00 Reinforcing steel, in place, under 10 ton job, #3 to #7, add (Modified using 03-21 -11-60-1000) ((30*8)*.668) = 160.32	Lb.	160.3200	\$0.23	\$36.87	RSM22FAC M, L, O&P	Ρ
9	03-31-13-25-0130	Concrete, hand mix, for small quantities or remote areas, 3000 psi, using gas powered cement mixer, includes local bulk aggregate & sand, bagged Portland cement (Type I) and water, excludes, forms, reinforcing, placing & finishing (((3.14*(.5*.5))*3)*144) = 339.12	C.F.	339.1200	\$10.45	\$3,543.80	RSM22FAC M, L, E, O&P	F
10	03-31-13-25-0140	Concrete, hand mix, for small quantities or remote areas, 4000 psi, using gas powered cement mixer, includes local bulk aggregate & sand, bagged Portland cement (Type I) and water, excludes, forms, reinforcing, placing & finishing Track beam + Bollards + Drive (2*2*30)+(((3.14*(1*1)*4)*4)+((2*20)*.5) = 190.24	C.F.	190.2400	\$11.00	\$2,092.64	RSM22FAC M, L, E, O&P	Ρ
11	03-31-13-70-1900	Structural concrete, placing, continuous footing, shallow, direct chute, includes leveling (strike off) & consolidation, excludes material ((2*2*30)/27) = 4.44	C.Y.	4.4444	\$30.50	\$135.55	RSM22FAC L, E, O&P	P
12	03-81-13-50-0500	Concrete sawing, concrete slabs, rod reinforced, up to 3" deep, includes blade cost, layout and set up time	L.F.	40.0000	\$2.70	\$108.00	RSM22FAC M, L, E, O&P	F
13	03-81-13-50-0500-052	Concrete sawing, concrete, existing slab, rod reinforced, for each additional inch of depth over 3", includes blade cost, layout and set up time (Modified using 03-81-13-50-0520) 40*2 = 80.00	L.F.	80.0000	\$0.90	\$72.00	RSM22FAC M, L, E, O&P	F
14	05-12-23-18-0020	Corner guards, steel angle w/anchors, 1.5 lbs/LF, 1" x 1" x 1/4"	L.F.	30.0000	\$17.75	\$532.50	RSM22FAC M. L. O&P	F

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E	stimator: Wayne E	Bryant		Channelv	iew Head Sta	rt - Perimeter Fenc	ing
	ltem I	Description	UM	Quantity	Unit Cost	Total Book	
15	05-12-23-18-0020-0370	Corner guards, stainless steel, for angles drilled & anchored to concrete, add (Modified using 05-12-23-18-0370)	L.F.	30.0000	\$11.21	\$336.30 RSM22FAC M, L, O&P	
16	05-12-23-18-0020-0400	Corner guards, steel, for galvanized angles, add (Modified using 05-12-23-18-0400)	L.F.	30.0000	\$2.80	\$84.00 RSM22FAC M, O&P	
17	26-05-19-90-1300	Wire, copper, stranded, 600 volt, #8, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray (460*3)*2)/100 = 27.60	C.L.F.	27.6000	\$140.00	\$3,864.00 RSM22FAC M, L, O&P	I
18		PVC conduit, schedule 40, 1" diameter, to 10' H, incl terminations, fittings, & support 160*2 = 920.00	L.F.	920.0000	\$8.50	\$7,820.00 RSM22FAC M, L, O&P	I
19	26-05-33-13-9230	PVC conduit elbows, 1" diameter, to 15' H	Ea.	8.0000	\$24.50	\$196.00 RSM22FAC M, L, O&P	I
20	26-05-33-13-9316	PVC conduit couplings, 1" diameter, to 15' H	Ea.	40.0000	\$24.00	\$960.00 RSM22FAC M, L, O&P	I
21	26-05-33-16-0350	Outlet boxes, pressed steel, 4-11/16" square	Ea.	4.0000	\$45.50	\$182.00 RSM22FAC M, L, O&P	I
22	26-05-33-16-0450	Outlet boxes, pressed steel, covers, blank, 4-11/16" square	Ea.	4.0000	\$17.10	\$68.40 RSM22FAC M, L, O&P	I
23	26-05-33-16-1620	Outlet boxes, cast, weatherproof receptacle cover, tamper resistant, 1 gang	Ea.	2.0000	\$24.00	\$48.00 RSM22FAC M, L, O&P	I
24	26-05-33-18-3250	Pull boxes, cast iron, water & dust tight, 16" L x 16" W x 6" D, NEMA 4, surface mounting	Ea.	1.0000	\$1,500.00	\$1,500.00 RSM22FAC M, L, O&P	F
25	26-05-33-95-0130	Hole drilling, concrete wall, 8" thick, 1" pipe size, to 10' high	Ea.	2.0000	\$94.00	\$188.00 RSM22FAC M, L, E, O&P	I
26	26-24-16-20-2004	Circuit breakers, 120/240 volt, plug-in, 1 pole with NM cable, 20 amp	Ea.	2.0000	\$145.00	\$290.00 RSM22FAC M, L, O&P	F
27	26-27-16-10-8800	Pedestals, not including push button enclosure or base, angled column, 4" x 4"	Ea.	1.0000	\$620.00	\$620.00 RSM22FAC M, L, O&P	F
28	26-27-16-10-8840	Pedestals, not including push button enclosure, base, 18" x 18"	Ea.	2.0000	\$310.00	\$620.00 RSM22FAC M, L, O&P	I
29	26-27-26-20-2470	Duplex receptacle, grounded, 120 volt, 20 amp	Ea.	2.0000	\$44.50	\$89.00 RSM22FAC M, L, O&P	I
30	27-15-13-13-7240	Unshielded twisted pair (UTP) cable, solid, PVC jacket, #24, 4 pair, category 6	C.L.F.	6.0000	\$187.00	\$1,122.00 RSM22FAC M, L, O&P	
31	27-15-13-13-7326	Shielded twisted pair (UTP) jack, RJ45, category 6	Ea.	2.0000	\$23.00	\$46.00 RSM22FAC M, L, O&P	I
32	27-15-13-13-8502	Multipair cable, shielded non-plenum, 300 V PVC jacket, #18, 2 pair	C.L.F.	6.5000	\$320.00	\$2,080.00 RSM22FAC M, L, O&P	I
33	27-15-13-13-8506	Multipair cable, shielded non-plenum, 300 V PVC jacket, #18, 6 pair	C.L.F.	6.5000	\$655.00	\$4,257.50 RSM22FAC M, L, O&P	I
34	27-21-29-10-1300	Switching and routing equipment, network switch, 50/60 HZ, 8 port, multi- platform, analog KVM	Ea.	1.0000	\$1,600.00	\$1,600.00 RSM22FAC M, L, O&P	F

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Es	timator: Wayne	Bryant		Channelv	iew Head Sta	rt - Perimeter Fend	ing
	Item	Description	UM	Quantity	Unit Cost	Total Book	
35	28-15-11-11-0040	Access control, card type, computerized card key system for 1 door, does not inculde door hardware, lockset or wiring	Ea.	1.0000	\$1,850.00	\$1,850.00 RSM22FAC M, O&P	Ρ
36	28-15-11-11-0100	Access control, processor for card key access system	Ea.	1.0000	\$1,375.00	\$1,375.00 RSM22FAC M, O&P	Р
37	28-15-11-11-0740	Access control equipment, entrance card reader, proximity	Ea.	1.0000	\$670.00	\$670.00 RSM22FAC M, L, O&P	Р
38	28-23-13-10-2400	Closed circuit television system (CCTV), industrial quality, one station (camera & monitor)	Total	1.0000	\$2,325.00	\$2,325.00 RSM22FAC M, L, O&P	P
39	28-23-13-10-2400-2800	Closed circuit television system (CCTV), industrial quality, for weatherproof camera station, add (Modified using 28-23-13-10-2800)	Ea.	1.0000	\$1,150.00	\$1,150.00 RSM22FAC M, L, O&P	Ρ
40	31-23-16-14-0400	Excavating, chain trencher, utility trench, common earth, 12 HP, 6" wide, 24" deep, operator walking	L.F.	460.0000	\$1.67	\$768.20 RSM22FAC L, E, O&P	Р
41	31-23-16-14-0400-1400	Excavating, chain trencher, utility trench, common earth, 6" wide, 24" deep, backfill by hand, includes compaction, add (Modified using 31-23-16-14-1400)	L.F.	460.0000	\$2.49	\$1,145.40 RSM22FAC L, E, O&P	Р
42	31-23-16-14-0900	Excavating, chain trencher, utility trench, common earth, minimum labor/equipment charge	Job	1.0000	\$460.00	\$460.00 RSM22FAC L, E, O&P	Ρ
43	31-23-16-16-0100	Structural excavation for minor structures, bank measure, heavy soil or clay, pits to 6' deep, by hand ((2*2*30)/27) = 4.44	B.C.Y.	4.4444	\$145.00	\$644.44 RSM22FAC L, O&P	Р
44	31-23-16-16-0100-1500	Structural excavation for minor structures, bank measure, for wet or muck hand excavation, add to above (Modified using 31-23-16-16-1500) ((2*2*30)/27) = 4.44	B.C.Y.	4.4444	\$72.50	\$322.22 RSM22FAC O&P	P
45	32-17-13-13-1300	Metal parking bumpers, pipe bollards, concrete filled/painted, 8' L x 4' D hole, 6" diam. Bollards at Card reader	Ea.	4.0000	\$625.00	\$2,500.00 RSM22FAC M, L, E, O&P	Р
46	32-31-11-10-7820	Chain link fence gates and posts, motor operators for gates, up to 45' sliding, excludes electric wiring & excavation	Ea.	1.0000	\$6,200.00	\$6,200.00 RSM22FAC M, L, O&P	P
47	32-31-13-25-0660	Fence, chain link, residential, vinyl covered, 1-5/8" post, 10' OC, 1-3/8" top rail, 2" corner post, 9 ga. wire, 6' high, schedule 20, includes excavation, excludes concrete (1450*(8/6)) = 1,933.33	L.F.	1,933.3333	\$22.00	\$42,533.33 RSM22FAC M, L, E, O&P	Ρ
48	32-31-13-30-6600	Fence, chain link, gates & posts, line posts, galvanized, (1/3 post length in ground), 2-1/2" OD, 8', set in concrete, includes excavation	Ea.	0.0000	\$95.50	RSM22FAC M, L, E, O&P	Р
49	32-31-13-30-6655	Fence, chain link, gates & posts, line posts, vinyl coated, (1/3 post length in ground), 2-1/2" OD, 8', set in concrete, includes excavation	Ea.	150.0000	\$143.00	\$21,450.00 RSM22FAC M, L, E, O&P	Р
50	32-31-13-30-6680	Fence, chain link, gates & posts, end posts, chain link fence, galvanized steel, (1/3 post length in ground), 3" OD, 8', set in concrete, includes excavation	Ea.	0.0000	\$132.00	RSM22FAC M, L, E, O&P	Р

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E	stimator: Wayne	Bryant		Channely	iew Head Sta	rt - Perimeter Fenci	ng
	Item	Description	UM	Quantity	Unit Cost	Total Book	
51	32-31-13-30-6705	Fence, chain link, gates & posts, end posts, chain link fence, vinyl coated, (1/3 post length in ground), 3" OD, 8', set in concrete, includes excavation	Ea.	2.0000	\$148.00	\$296.00 RSM22FAC M, L, E, O&P	Ρ
52	32-31-13-30-6725	Fence, chain link, gates & posts, corner posts, chain link fence, galvanized steel, (1/3 post length in ground), 4" OD, 8', set in concrete, includes excavation	Ea.	0.0000	\$213.00	RSM22FAC M, L, E, O&P	Ρ
53	32-31-13-30-6725-7031	Chain link fence gates and posts, chain link fence, for corner, end & pull post bracing, add (Modified using 32-31-13-30-7031)	Ea.	0.0000	\$33.68	RSM22FAC M, L, O&P	Ρ
54	32-31-13-30-6745	Fence, chain link, gates & posts, corner posts, chain link fence, vinyl, (1/3 post length in ground), 4" OD, 8', set in concrete, includes excavation	Ea.	2.0000	\$186.00	\$372.00 RSM22FAC M, L, E, O&P	Ρ
55	32-31-13-30-6745-7031	Chain link fence gates and posts, chain link fence, for corner, end & pull post bracing, add (Modified using 32-31-13-30-7031)	Ea.	2.0000	\$28.25	<b>\$56.50</b> RSM22FAC M, L, O&P	Р
56	32-31-13-30-7925	Chain link fence gates and posts, auger fence post hole, medium soil, 3' deep, by machine, includes excavation	Ea.	144.0000	\$17.90	\$2,577.60 RSM22FAC L, E, O&P	Ρ
57	32-31-13-40-1300	Fence, fabric & accessories, fabric, galvanized, 9 ga., 1.2 oz. coat, 2" mesh, 8'	L.F.	0.0000	\$26.00	RSM22FAC M, L, E, O&P	Ρ
58	32-31-13-40-1900	Fence, fabric & accessories, top rail, galvanized barbed wire, 1-5/8" diameter, incl. tie wires	L.F.	0.0000	\$8.85	RSM22FAC M, L, E, O&P	Р
59	32-31-13-40-1950	Fence, fabric & accessories, top rail, vinyl coated barbed wire, 1-5/8" diameter, incl. tie wires	L.F.	1,450.0000	\$8.70	\$12,615.00 RSM22FAC M, L, E, O&P	Р
60	32-31-13-40-2100	Fence, fabric & accessories, rail, middle/bottom, galvanized barbed wire, 1-5/8" diameter, with tie wire	L.F.	0.0000	\$8.20	RSM22FAC M, L, E, O&P	Ρ
61	32-31-13-40-2150	Fence, fabric & accessories, rail, middle/bottom, vinyl coated barbed wire, 1-5/8" diameter, with tie wire	L.F.	1,450.0000	\$8.55	\$12,397.50 RSM22FAC M, L, E, O&P	Р
62	32-31-13-40-2200	Fence, fabric & accessories, reinforcing wire for fence, coiled spring, galvanized, 7 ga.	L.F.	0.0000	\$1.07	RSM22FAC M, L, E, O&P	Ρ
63	32-31-13-40-2250	Fence, fabric & accessories, reinforced wire for fence, coiled spring, vinyl coated, 9 ga.	L.F.	1,000.0000	\$1.66	\$1,660.00 RSM22FAC M, L, E, O&P	Ρ
64	32-31-19-10-5600	Decorative metal fences and gates, tubular picket, steel, 6' sections, 2" posts, 6' high, includes excavation ((125+27)*(8/6)) = 202.67	L.F.	202.6667	\$74.00	\$14,997.34 RSM22FAC M, L, E, O&P	P
65	ELEC	Electricians - 2022 RSMeans Facilities Bare Rate	Hour	40.0000	\$66.20	\$2,648.00 Trades L, B	Ρ

Estimate Grand Total

165,631.96

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October 10, 2022

Lisa Boone Assistant Director of Education and Operations Harris County Department of Education 6300 Irvington Houston, Texas 77022

Contract No. 21/039MR-05 Harris County Department of Education Subject: Job Order Proposal for **RFP TO-101-87-24333R** 

Project Location: Sheffield Head Start Project Title: **Perimeter Fencing** 

Dear Ms. Boone,

Enclosed is our firm fixed price proposal for the above subject RFP. The proposal scope is per e-mail request on September 6, 2022 to review the scope of work related to the addition of 6' tall black vinyl coated chain link fencing along the rear property line and 6' ornamental fencing and motorized gate along the front property line. The proposal includes the installation of a v-track motorized gate with operator, electrical service and communications (for Aiphone & card reader) extended to card reader location, and pipe bollards at the card reader. Removal of the existing pipe gate is included in both options provided.

Pricing is per 2022 RS Means Facilities Construction Cost Data with adjustments for the city cost index and contract coefficient.

The proposed price prior to bonding is:	\$ 108,085.82
The reimbursable bond cost is:	\$ 2,702.15
The Grand Total Fixed Price is:	
	. ,
Material is:	\$ 59,284.82
Equipment is:	
Labor w/OH&P is:	\$ 45,053.57

The proposed project duration is 14 days after NTP. This proposal is good for 30 days from the above date.

Please direct any questions to Wayne Bryant at (713) 337-5700.

Sincerely,

Wayne<sup>®</sup>Bryant

Project Manager

Attachments: RS Means Estimate, Site Sketch



#### Final Estimate Wayne Bryant Facilities Sources 21/039MR-05 - HCDE JOC - IDIQ Construction - 1st Option - 6/15/2022 to 6/14/2023 HCDE - Sheffield Head Start - Perimeter Fencing - 87-24333

#### **Sheffield Head Start - Perimeter Fencing**

#### **Estimator: Wayne Bryant**

	, <b>,</b>
Totalling Components	

Totaling components	
Price Line Items	\$112,670.38
RSMeans HOUSTON, TX CCI 2022Q3, 96.90%	\$(3,492.78)
HCDE Construction JOC (JOC-IDIQ), <normal 110%="" 99%,="" ot=""> (-1.0000%)</normal>	\$(1,091.78)
Non-Priced & Subcontractor Mark-up, 15% (15.0000%)	

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$61,799.44
Labor:	\$46,642,34
Equipment:	\$3,906,38
Other:	\$322.22
Laborhours:	562.05
Green Line Items:1	\$243.69
	+=

5000%)		\$2,702. <sup>2</sup> \$110,787.9
		\$110,787.9
		\$110,787.9
71 0	\$112,670.38 \$0.00	0.00%
71	\$112,670.38	
	-	0 \$0.00

Grand Total

\$110,787.97

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E	stimator: Wayne	Bryant		Sheff	ield Head Sta	rt - Perimeter Fenc	ing
	Item	Description	UM	Quantity	Unit Cost	Total Book	
1	01-31-13-20-0260	Field personnel, superintendent, average Security Superintendent	Week	0.7500	\$3,725.00	\$2,793.75 RSM22FAC L, O&P	P
2	01-54-33-20-4900-1	Hourly operating cost for rent trencher chain boom gas oper walking 12 HP	Ea.	16.0000	\$4.73	\$75.68 RSM22FAC E, 0&P	Р
3	01-54-33-20-4900-2	Rent per day for rent trencher chain boom gas oper walking 12 HP	Ea.	3.0000	\$274.33	\$822.99 RSM22FAC E, 0&P	Р
4	03-05-05-10-0070	Selective concrete demolition, reinforcing more than 2% cross-sectional area, break up into small pieces, excludes shoring, bracing, saw or torch cutting, loading, hauling, dumping Demo strip of drive for conduit install to keypad location ((2*20)*.5)/27 = 0.74	C.Y.	0.7407	\$410.00	\$303.69 RSM22FAC L, E, O&P	P
5	03-21-11-60-0602	Reinforcing steel, in place, slab on grade, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories ((30*8)*.668) = 160.32	Lb.	160.3200	\$1.52	\$243.69 RSM22FAC Grn, M, L, O&F	, Р
6	03-21-11-60-0602-100	0 Reinforcing steel, in place, under 10 ton job, #3 to #7, add (Modified using 03-21 -11-60-1000) ((30*8)*.668) = 160.32	Lb.	160.3200	\$0.23	\$36.87 RSM22FAC M, L, O&P	P
7	03-31-13-25-0140	Concrete, hand mix, for small quantities or remote areas, 4000 psi, using gas powered cement mixer, includes local bulk aggregate & sand, bagged Portland cement (Type I) and water, excludes, forms, reinforcing, placing & finishing Track beam + Bollards + Drive (2*2*30)+(((3.14*(1*1))*4)*4)+((2*20)*.5) = 190.24	C.F.	190.2400	\$11.00	\$2,092.64 RSM22FAC M, L, E, O&P	Ρ
8	03-31-13-25-0340	Concrete, hand mix, for small quantities or remote areas, 4000 psi, using wheelbarrow, includes bagged pre-mixed dry ingredients (80-Lb bag = 0.6 C.F.) and water, excludes, forms, reinforcing, placing & finishing (((3.14*(.5*.5))*3)*(40+40)) = 188.40	C.F.	188.4000	\$25.00	\$4,710.00 RSM22FAC M, L, O&P	Р
9	03-31-13-70-1900	Structural concrete, placing, continuous footing, shallow, direct chute, includes leveling (strike off) & consolidation, excludes material ((2*2*30)/27) = 4.44	C.Y.	4.4444	\$30.50	\$135.55 RSM22FAC L, E, O&P	Ρ
10	03-81-13-50-0500	Concrete sawing, concrete slabs, rod reinforced, up to 3" deep, includes blade cost, layout and set up time	L.F.	40.0000	\$2.70	\$108.00 RSM22FAC M, L, E, O&P	Ρ
11	03-81-13-50-0500-052	<ul> <li>Concrete sawing, concrete, existing slab, rod reinforced, for each additional inch of depth over 3", includes blade cost, layout and set up time (Modified using 03-81-13-50-0520)</li> <li>40*2 = 80.00</li> </ul>	L.F.	80.0000	\$0.90	\$72.00 RSM22FAC M, L, E, O&P	P
12	05-12-23-18-0020	Corner guards, steel angle w/anchors, 1.5 lbs/LF, 1" x 1" x 1/4"	L.F.	30.0000	\$17.75	\$532.50 RSM22FAC M, L, 0&P	Р
13	05-12-23-18-0020-037	0 Corner guards, stainless steel, for angles drilled & anchored to concrete, add (Modified using 05-12-23-18-0370)	L.F.	30.0000	\$11.21	\$336.30 RSM22FAC M, L, O&P	Ρ
14	05-12-23-18-0020-040	0 Corner guards, steel, for galvanized angles, add (Modified using 05-12-23-18- 0400)	L.F.	30.0000	\$2.80	\$84.00 RSM22FAC M, O&P	Р

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E	stimator: Wayn	e Bryant		Sheff	ield Head Sta	rt - Perimeter Fenc	ing
	ltem	Description	UM	Quantity	Unit Cost	Total Book	
15	26-05-19-90-1300	Wire, copper, stranded, 600 volt, #8, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray ((360*3)*2)/100 = 21.60	C.L.F.	21.6000	\$140.00	\$3,024.00 RSM22FAC M, L, O&P	F
16	26-05-33-13-9120	PVC conduit, schedule 40, 1" diameter, to 10' H, incl terminations, fittings, & support 360*2 = 720.00	L.F.	720.0000	\$8.50	\$6,120.00 RSM22FAC M, L, O&P	I
17	26-05-33-13-9230	PVC conduit elbows, 1" diameter, to 15' H	Ea.	12.0000	\$24.50	\$294.00 RSM22FAC M, L, 0&P	I
18	26-05-33-13-9316	PVC conduit couplings, 1" diameter, to 15' H	Ea.	36.0000	\$24.00	\$864.00 RSM22FAC M, L, 0&P	F
19	26-05-33-16-0350	Outlet boxes, pressed steel, 4-11/16" square	Ea.	4.0000	\$45.50	\$182.00 RSM22FAC M, L, O&P	F
20	26-05-33-16-0450	Outlet boxes, pressed steel, covers, blank, 4-11/16" square	Ea.	4.0000	\$17.10	\$68.40 RSM22FAC M, L, O&P	F
21	26-05-33-16-1620	Outlet boxes, cast, weatherproof receptacle cover, tamper resistant, 1 gang	Ea.	2.0000	\$24.00	\$48.00 RSM22FAC M, L, 0&P	F
22	26-05-33-18-3250	Pull boxes, cast iron, water & dust tight, 16" L x 16" W x 6" D, NEMA 4, surface mounting	Ea.	1.0000	\$1,500.00	\$1,500.00 RSM22FAC M, L, O&P	I
23	26-05-33-95-0130	Hole drilling, concrete wall, 8" thick, 1" pipe size, to 10' high	Ea.	2.0000	\$94.00	\$188.00 RSM22FAC M, L, E, O&P	F
24	26-24-16-20-2004	Circuit breakers, 120/240 volt, plug-in, 1 pole with NM cable, 20 amp	Ea.	2.0000	\$145.00	\$290.00 RSM22FAC M, L, O&P	F
25	26-27-16-10-8800	Pedestals, not including push button enclosure or base, angled column, 4" x 4"	Ea.	1.0000	\$620.00	\$620.00 RSM22FAC M, L, O&P	I
26	26-27-16-10-8840	Pedestals, not including push button enclosure, base, 18" x 18"	Ea.	2.0000	\$310.00	\$620.00 RSM22FAC M, L, 0&P	F
27	26-27-26-20-2470	Duplex receptacle, grounded, 120 volt, 20 amp	Ea.	2.0000	\$44.50	\$89.00 RSM22FAC M, L, 0&P	F
28	27-15-13-13-7240	Unshielded twisted pair (UTP) cable, solid, PVC jacket, #24, 4 pair, category 6	C.L.F.	6.0000	\$187.00	\$1,122.00 RSM22FAC M, L, 0&P	F
29	27-15-13-13-7326	Shielded twisted pair (UTP) jack, RJ45, category 6	Ea.	2.0000	\$23.00	\$46.00 RSM22FAC M, L, 0&P	F
30	27-15-13-13-8502	Multipair cable, shielded non-plenum, 300 V PVC jacket, #18, 2 pair	C.L.F.	6.5000	\$320.00	\$2,080.00 RSM22FAC M, L, 0&P	F
31	27-15-13-13-8506	Multipair cable, shielded non-plenum, 300 V PVC jacket, #18, 6 pair	C.L.F.	6.5000	\$655.00	\$4,257.50 RSM22FAC M, L, 0&P	I
32	27-21-29-10-1300	Switching and routing equipment, network switch, 50/60 HZ, 8 port, multi- platform, analog KVM	Ea.	1.0000	\$1,600.00	\$1,600.00 RSM22FAC M, L, O&P	I
33	28-15-11-11-0040	Access control, card type, computerized card key system for 1 door, does not inculde door hardware, lockset or wiring	Ea.	1.0000	\$1,850.00	\$1,850.00 RSM22FAC M, O&P	
34	28-15-11-11-0100	Access control, processor for card key access system	Ea.	1.0000	\$1,375.00	\$1,375.00 RSM22FAC M, O&P	I

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Es	stimator: Wayne E	Bryant		rt - Perimeter Fenc	ing		
	Item	Description	UM	Quantity	Unit Cost	Total Book	
35	28-15-11-11-0740	Access control equipment, entrance card reader, proximity	Ea.	1.0000	\$670.00	\$670.00 RSM22FAC M, L, O&P	Р
36	28-23-13-10-2400	Closed circuit television system (CCTV), industrial quality, one station (camera & monitor)	Total	1.0000	\$2,325.00	\$2,325.00 RSM22FAC M, L, O&P	Ρ
37	28-23-13-10-2400-2800	Closed circuit television system (CCTV), industrial quality, for weatherproof camera station, add (Modified using 28-23-13-10-2800)	Ea.	1.0000	\$1,150.00	\$1,150.00 RSM22FAC M, L, O&P	Ρ
38	31-22-13-20-0120	Rough grading sites, 410-1,000 S.F., hand labor	Ea.	1.0000	\$1,775.00	\$1,775.00 RSM22FAC L, 0&P	Р
39	31-23-16-14-0400	Excavating, chain trencher, utility trench, common earth, 12 HP, 6" wide, 24" deep, operator walking	L.F.	360.0000	\$1.67	\$601.20 RSM22FAC L, E, 0&P	Р
40	31-23-16-14-0400-1400	Excavating, chain trencher, utility trench, common earth, 6" wide, 24" deep, backfill by hand, includes compaction, add (Modified using 31-23-16-14-1400)	L.F.	360.0000	\$2.49	\$896.40 RSM22FAC L, E, O&P	Ρ
41	31-23-16-14-0900	Excavating, chain trencher, utility trench, common earth, minimum labor/equipment charge	Job	1.0000	\$460.00	\$460.00 RSM22FAC L, E, O&P	Ρ
42	31-23-16-16-0100	Structural excavation for minor structures, bank measure, heavy soil or clay, pits to 6' deep, by hand $(2^{*}2^{*}30)/27)=4.44$	B.C.Y.	4.4444	\$145.00	\$644.44 RSM22FAC L, O&P	Ρ
43	31-23-16-16-0100-1500	Structural excavation for minor structures, bank measure, for wet or muck hand excavation, add to above (Modified using 31-23-16-16-1500) $(2^{2}^{3}30)/27) = 4.44$	B.C.Y.	4.4444	\$72.50	\$322.22 RSM22FAC 0&P	Ρ
44	32-17-13-13-1300	Metal parking bumpers, pipe bollards, concrete filled/painted, 8' L x 4' D hole, 6" diam. Bollards at Card reader	Ea.	4.0000	\$625.00	\$2,500.00 RSM22FAC M, L, E, O&P	Ρ
45	32-31-11-10-7820	Chain link fence gates and posts, motor operators for gates, up to 45' sliding, excludes electric wiring & excavation	Ea.	1.0000	\$6,200.00	\$6,200.00 RSM22FAC M, L, O&P	Ρ
46	32-31-13-25-0660	Fence, chain link, residential, vinyl covered, 1-5/8" post, 10' OC, 1-3/8" top rail, 2" corner post, 9 ga. wire, 6' high, schedule 20, includes excavation, excludes concrete 1400°(8/6)) = 1,866.67	L.F.	330.0000	\$22.00	<b>\$7,260.00</b> RSM22FAC M, L, E, O&P	Р
47	32-31-13-30-6590	Fence, chain link, gates & posts, line posts, galvanized, (1/3 post length in ground), 2-1/2" OD, 6', set in concrete, includes excavation	Ea.	0.0000	\$81.00	RSM22FAC M, L, E, O&P	Р
48	32-31-13-30-6645	Fence, chain link, gates & posts, line posts, vinyl coated, (1/3 post length in ground), 2-1/2" OD, 6', set in concrete, includes excavation	Ea.	40.0000	\$122.00	\$4,880.00 RSM22FAC M, L, E, O&P	Р
49	32-31-13-30-6715	Fence, chain link, gates & posts, corner posts, chain link fence, galvanized steel, (1/3 post length in ground), 4" OD, 6', set in concrete, includes excavation	Ea.	0.0000	\$143.00	RSM22FAC M, L, E, O&P	Р
50	32-31-13-30-6715-7031	Chain link fence gates and posts, chain link fence, for corner, end & pull post bracing, add (Modified using 32-31-13-30-7031)	Ea.	0.0000	\$20.83	RSM22FAC M, L, O&P	Ρ

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Es	stimator: Wayne	Bryant		Sheff	ield Head Sta	rt - Perimeter Fenci	ing
	ltem	Description	UM	Quantity	Unit Cost	Total Book	
51	32-31-13-30-6735	Fence, chain link, gates & posts, corner posts, chain link fence, vinyl, (1/3 post length in ground), 4" OD, 6', set in concrete, includes excavation	Ea.	2.0000	\$183.00	\$366.00 RSM22FAC M, L, E, O&P	I
52	32-31-13-30-6735-703	1 Chain link fence gates and posts, chain link fence, for corner, end & pull post bracing, add (Modified using 32-31-13-30-7031)	Ea.	2.0000	\$28.03	<b>\$56.06</b> RSM22FAC M, L, O&P	F
53	32-31-13-30-7900	Chain link fence gates and posts, auger fence post hole, medium soil, 3' deep, by hand, includes excavation	Ea.	80.0000	\$19.30	\$1,544.00 RSM22FAC L, O&P	F
54	32-31-13-40-1200	Fence, fabric & accessories, fabric, galvanized, 9 ga., 1.2 oz. coat, 2" mesh, 6'	L.F.	0.0000	\$18.85	RSM22FAC M, L, E, O&P	F
55	32-31-13-40-1900	Fence, fabric & accessories, top rail, galvanized barbed wire, 1-5/8" diameter, incl. tie wires	L.F.	0.0000	\$8.85	RSM22FAC M, L, E, O&P	F
56	32-31-13-40-1950	Fence, fabric & accessories, top rail, vinyl coated barbed wire, 1-5/8" diameter, incl. tie wires	L.F.	330.0000	\$8.70	\$2,871.00 RSM22FAC M, L, E, O&P	F
57	32-31-13-40-2100	Fence, fabric & accessories, rail, middle/bottom, galvanized barbed wire, 1-5/8" diameter, with tie wire	L.F.	0.0000	\$8.20	RSM22FAC M, L, E, O&P	F
58	32-31-13-40-2150	Fence, fabric & accessories, rail, middle/bottom, vinyl coated barbed wire, 1-5/8" diameter, with tie wire	L.F.	330.0000	\$8.55	\$2,821.50 RSM22FAC M, L, E, O&P	F
59	32-31-13-40-2200	Fence, fabric & accessories, reinforcing wire for fence, coiled spring, galvanized, 7 ga.	L.F.	0.0000	\$1.07	RSM22FAC M, L, E, O&P	F
60	32-31-13-40-2250	Fence, fabric & accessories, reinforced wire for fence, coiled spring, vinyl coated, 9 ga.	L.F.	300.0000	\$1.66	\$498.00 RSM22FAC M, L, E, O&P	P
61	32-31-19-10-5600	Decorative metal fences and gates, tubular picket, steel, 6' sections, 2" posts, 6' high, includes excavation 375+27 = 402.00	L.F.	402.0000	\$74.00	\$29,748.00 RSM22FAC M, L, E, O&P	F
62	CLAB	Common Building Laborers - 2022 RSMeans Facilities Bare Rate	Hour	96.0000	\$45.60	\$4,377.60 Trades	F
		Three laborers 4 days each ((3*8)*4) = 96.00					
63	ELEC	Electricians - 2022 RSMeans Facilities Bare Rate	Hour	32.0000	\$66.20	\$2,118.40 Trades L. B	F

Estimate Grand Total

110,787.97

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Regular Board Meeting	9		7.2.
Meeting Date:	November 16, 2022		
Title:	HCDE Early Head Start Child Care Partnership	s (EHS-CCP) Contract	
Submitted For:	Venetia Peacock, Head Start	Submitted By:	Sharon McBride
Recommended Action	: Approve	HCDE Goal(s):	<ol> <li>Impact education/respond to evolving needs</li> <li>Deliver value responsibly</li> </ol>
Additional Resource Personnel:	Jonathan Parker, Venetia Peacock, Dr. Jesus Amezcua, Kendra Jackson, Dr. Edna Johnson	Facilities/Technology Approval Needed?:	/ None

#### Information

#### Posted Agenda Item:

Approval of HCDE Early Head Start Child Care Partnerships (EHS-CCP) contract in amount of \$141,000 with VNK LLC dba Pasadena Learning Center (RFP 22/057YR). The contract will be valid 11/17/2022 through 08/31/2023. (Fully funded by the Head Start/Early Head Start grants.)

#### Subject:

#### HCDE Early Head Start Child Care Partnerships (EHS-CCP) Contract

#### Rationale:

The purpose of this EHS-CCP contract is to fulfill the requirements of the EHS grant to create partnerships with other childcare centers/agencies to increase access to quality comprehensive early childhood services for low-income families with infants and toddlers in east and northeast Harris County.

NAME	RFP #	CONTRACT DATES	AMOUNT	TOTAL
VNK LLC dba Pasadena Learning Center	22/057YR	November 17, 2022 - August 31, 2023	\$120,000	\$120,000

#### **Fiscal Impact**

#### Attachments

Pasadena Learning Ctr Agreement

Inbox
Head Start
Purchasing
Purchasing Director
Assistant Superintendent - Business
Form Started By: Sharon McBride
Final Approval Date: 11/03/2022

#### Form Review

Reviewed By Venetia Peacock Edna Johnson Kendra Jackson Jesus Amezcua

#### Date 10/28/2022 03:28 PM 10/31/2022 01:58 PM 10/31/2022 02:21 PM 11/03/2022 01:03 PM Started On: 10/24/2022 02:21 PM

#### EARLY HEAD START CHILD CARE PARTNERSHIP AGREEMENT BETWEEN HARRIS COUNTY DEPARTMENT OF EDUCATION PASADENA LEARNING CENTER

This Early Head Start Child Care Agreement ("Agreement") is entered into by and between the Harris County Department of Education ("HCDE"), a political subdivision of the State of Texas, having its principal office and place of business at 6300 Irvington Blvd., Houston, Texas 77022 and Pasadena Learning Center ("Provider"), having its principal office and place of business at 1511 Allendale Rd., Pasadena, Texas 77502. HCDE and Provider shall be referred to collectively herein as the "Parties".

#### RECITALS

WHEREAS, HCDE is a recipient of Early Head Start Child Care grant funds;

**WHEREAS**, Provider submitted a proposal in response to RFP #22/057YR the procurement solicitation for Early Head Start Child Care services issued by HCDE;

WHEREAS, Provider's proposal has been accepted and awarded by HCDE;

**WHEREAS**, HCDE and Provider desire to create a partnership to accomplish the shared objective of increasing access to quality comprehensive early childhood service for low-income families with infants and toddlers in east and northeast Harris County; and

**WHEREAS**, this Agreement sets forth the respective roles and responsibilities of Provider and HCDE in providing Early Head Start Child Care services for infants and toddlers (0-3 years old) in compliance with Early Head Start Child Care grant requirements and Head Start Performance Standards.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HCDE and Provider, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

#### **ARTICLE 1: MUTUAL RESPONSIBILITIES OF THE PARTIES**

- 1. Confidentiality. The Parties agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations, including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA), as applicable, and HCDE's confidentiality procedures. The Parties understand that HIPAA and FERPA govern the privacy and security of medical and educational records and information and agree to abide by HIPAA and FERPA rules and regulations, as applicable. Provider also acknowledges that HCDE is subject to the Texas Public Information Act, and Provider waives any claim against and releases from liability HCDE, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by Provider and determined by HCDE, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.
- 2. Early Head Start Child Care Program. The Parties agree to form an Early Head Start Child Care Partnership to provide Early Head Start Child Care ("EHS-CC") services for up to 20 children ages 0-3 years old at Provider's child care facility located at 1511 Allendale Rd., Pasadena, Texas 77502 in

compliance with EHS-CC program requirements established by the United States Department of Health and Human Service ("HHS"). The Parties shall mutually assure that the families of all the EHS-CC Partnership children served at Provider's facility shall have access to the full range of EHS-CC services and shall be mutually responsible for assuring continuity in implementing EHS-CC services. The Parties shall work in collaboration to ensure all EHS compliance issues are addressed and met.

- **3.** Eligibility, Recruitment, Selection, Enrollment and Attendance. The Parties will work together to ensure all children and families enrolled in the EHS-CC partnership are either income or categorically eligible for Early Head Start Services. The Parties will work together to identify partnership eligible families currently enrolled in Provider's child care program. HCDE will refer partnership eligible families to Provider when appropriate.
- 4. Medical Screenings. HCDE and Provider shall coordinate to provide all required developmental, sensory, behavioral and medical screenings for EHS-CC children within required 45-day timeframe and shall make referrals for follow-up treatment services, as needed.
- 5. **Reporting.** HCDE and Provider will meet quarterly to review this partnership. Any compliance monitoring issues or professional development needs will be addressed at these meetings. Minutes will be recorded and kept on site at the administrative offices of HCDE and Provider. Any correction plans developed in these meetings will also be recorded and kept on-site, with updates and completion of correction plans recorded in meeting minutes.
- 6. Special Services. HCDE and Provider shall provide special services to children diagnosed with disabilities, including training on inclusion of these children in a full range of activities. HCDE and Provider shall participate in transition meetings and Child Find meetings for enrolled children.
- 7. Special Programs and Projects. HCDE and Provider shall collaborate to plan and provide parent activities including Parent, Family and Community Engagement meetings, programs and projects. HCDE and Provider shall also collaborate to establish community partnerships that will offer resources to children and families.

#### **ARTICLE II: RESPONSIBILITIES OF PROVIDER**

- 1. Administrative and Financial. Provider will provide program management information to HCDE on at least a quarterly basis. Provider will timely inform HCDE of subsidy eligibility changes for enrolled partnership families.
- 2. Compliance with Laws and EHS Program Requirements. Provider shall comply with all EHS program requirements, Head Start Program Performance Standards ("HSPPS"), HHS Standards, and Texas Department of Family and Protective Services ("DFPS") Minimum Standards, including but not limited to, all HCDE and EHS child attendance policies and procedures, all HCDE and EHS health and safety practices, and all DFPS Child Care Licensing regulations. Provider shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations, including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations. Provider agrees that the certifications and agreements included on the HCDE Vendor Certification Forms, attached hereto as Exhibit A and incorporated by reference in this Agreement for all purposes, are true and correct. For the entire duration of this Agreement, Provider shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Agreement, including a valid DFPS Child Care License. When required or requested by HCDE, Provider shall furnish HCDE with satisfactory proof of Provider's compliance with this provision.

- **3.** Compliance Monitoring. Provider will participate in the compliance monitoring and improvement plan system established by HCDE and will allow access to HCDE, EHS, and/or HHS and their respective authorized representatives for classroom and staff observations as well as to all documentation relating to this Agreement.
- 4. Criminal History Review. Prior to commencing any work under this Agreement, Provider must certify that for each covered employee, volunteer or contractor of Provider who will have direct contact with students, Provider has obtained, as required by Texas Education Code Section 22.0834: (a) state criminal history record information from a law enforcement or criminal justice agency or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.) for each covered employee of Provider employed before January 1, 2008; and (b) national criminal history record information for each employee of Provider employed on or after January 1, 2008. Provider must also obtain similar certifications of compliance with Texas Education Code Chapter 22's requirements from any subcontractors. Covered employees with disqualifying criminal history are prohibited from serving at HCDE; Provider and any subcontracting entity may not permit a covered employee to provide services at a child care facility if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under Tex. Educ. Code § 22.085(a) (i.e., Title 5 felony or an offense requiring registration as a sex offender and victim was under 18 years of age or was enrolled in a public school at the time the offense occurred).
- **5.** Curriculum and Child Assessment: Provider will implement an evidence-based early childhood curriculum that is developmentally appropriate for infants and toddlers and conduct ongoing assessment(s) of children to individualize the instruction and learning for each child.
- 6. Eligibility, Recruitment, Selection, Enrollment and Attendance. Provider will provide HCDE with attendance reports by each Tuesday. Provider must promote regular attendance and partner with HCDE EHS to implement strategies to support a monthly average daily attendance rate of a minimum of 85% per student. Provider will work closely with enrolled families and HCDE to successfully complete subsidy applications and subsidy re-determinations. Provider shall comply with the plan developed by HCDE to deliver ongoing supplemental services to EHS children and families. Provider shall also comply with the disabilities service plan developed by HCDE for each EHS enrolled child with a disability.
- 7. Facility and Equipment Requirements. Provider shall provide a child care facility that serves children ages 0–3 years old. Classroom(s) at Provider's child care facility may have a maximum of eight children with a ratio of one teacher per four children, and classroom(s) must accommodate a minimum of 35 square feet per child, not including crib space. Provider's facility shall meet all Head Start Program Performance Standards, EHS Program Standards and all DFPS Child Care Licensing regulations, including requirements for facilities, square footage, health and safety, and appropriate crib and sleep spacing and arrangements. Provider's facility shall include secure space for confidential files to be kept locked on Provider's premises, and Provider shall ensure that all confidential files are kept locked in said secure space on Provider's premises. Provider shall maintain a working computer and email capability for the entire Term of this Agreement. Provider shall maintain and secure any property, including all equipment and materials, provided by HCDE, and all such property shall remain the sole property of HCDE. Provider agrees that upon termination or expiration of the Agreement, Provider shall return all HCDE property, including all equipment and materials provided by HCDE, to HCDE within thirty of days after the effective date of termination or expiration of this Agreement.
- 8. Full Day/Full Year Early Head Start Child Care. Provider shall operate a full-day/full-year EHS program as defined by HCDE and EHS and shall provide comprehensive child development services to all EHS children in its care pursuant to this Agreement and in accordance with the specifications identified in

the Early Head Start rules and regulations. Provider shall provide EHS CC services at least ten (10) hours per day and at least 48 weeks per year. Provider shall submit annual service calendars to HCDE annually by June 30<sup>th</sup> of each year during the Term to enable HCDE to verify that the required weeks of service are provided. Provider shall implement educational services in accordance with EHS and HCDE requirements.

- **9. Health and Nutrition.** Provider shall enroll in the United States Department of Agriculture's Child and Adult Care Food Program ("CACFP"), maintain good standing within CACFP, and ensure that children receive two thirds of the required daily nutrition while participating in CACFP. Provider shall provide breakfast, lunch, and afternoon snack to all EHS children, and all meals and snacks served by Provider must meet EHS requirements.
- **10. Home Visits; Parent-Teacher Conferences.** Provider shall make, at a minimum, two home visits per year for each EHS child served by Provider pursuant to this Agreement. Provider shall hold two parent-teacher conferences per year with each EHS enrolled family or primary guardian. Provider shall maintain adequate documentation of said home visits and parent-teacher conferences.
- **11. Inspection.** Provider shall allow HCDE staff and its authorized representatives, at any time during normal business hours, with or without notice, to inspect Provider's facilities; observe Provider's performance; and observe, evaluate, screen, and interact with EHS children served by Provider pursuant to this Agreement.
- **12. Insurance.** Provider is required to maintain General Liability Insurance coverage in an amount of \$300,000 per occurrence for negligence and to provide HCDE with copies of certificates of insurance. Certificates of Insurance, name and address of Provider, the limits of liability, the effective dates of each policy, and policy number shall be delivered to HCDE prior to commencement of any work under this Agreement and updated certificates of insurance shall be submitted to HCDE annually. The insurance company insuring Provider shall be licensed in the State of Texas and shall be acceptable to HCDE. Provider shall give HCDE a minimum of ten (10) days' notice prior to any modifications or cancellation of said policies of insurance. Provider shall require all subcontractors performing any work under or relating to this Agreement to maintain coverage as specified herein. Upon request, certified copies of original insurance policies shall be furnished to HCDE. HCDE reserves the right to require additional insurance should HCDE deem additional insurance necessary, in HCDE's sole discretion.
- **13. Parent and Community Engagement.** Provider will work closely with HCDE to ensure EHS parents are engaged and included in the full range of child development and family support services that are available and appropriate for each family. This will include a parent advisory committee with representation from partnership parents as well as members of the community, as appropriate. Provider will engage parents and the community to obtain non-federal shares that are reasonable and necessary for the accomplishment of EHS program objectives.
- 14. Reporting and Recordkeeping. For all EHS children served by Provider pursuant to this Agreement, Provider shall maintain up-to-date records of children's attendance, menus, medical conditions (including appropriate consent forms) and all other items required by HCDE, HHS, DFPS Child Care Licensing, CACFP, and any governmental authority or applicable funding agency. Provider shall maintain daily performance and attendance reports, signature sheets and other documents required by HCDE and shall submit such reports to the HCDE Accounts Payable Department on a semi-monthly basis no later than the 1st and 5th business day after the due date. Provider shall maintain annual service calendars and shall submit such service calendars to HCDE annually by June 30<sup>th</sup> of each year during the Term to enable HCDE to verify that the required weeks of service are provided.
- **15.** Solicitation of Parental Contributions Prohibited. Provider shall not require or ask EHS parents to supply any items, including diapers, food, cash, and/or reimbursements for EHS children in Provider's care.

- 16. Teaching Staff Credentials; Teacher-Child Ratio; Group Size. Provider shall hire and employ qualified teachers and ensure all teaching staff attend all classes and complete all requirements necessary to obtain a Child Development Associate ("CDA") credential for Infant and Toddler Caregivers within twelve months from beginning services. The Lead Teacher in each EHS partnership classroom must have a currently active CDA credential for Infant and Toddler Caregivers or an equivalent credential that addresses comparable competencies. Provider shall maintain a teacher-child ratio of one teacher for every four children. No more than eight children will be placed in any one classroom in which EHS partnership children will be enrolled. Any substitute teachers hired and employed by Provider shall meet all requirements detailed herein.
- **17. Training.** Provider will work with HCDE to develop professional development plans for all teachers working with EHS children, and to ensure access to professional development experiences that will foster the skills necessary to develop consistent, stable and supportive relationships with very young children, including trainings focused on increased knowledge of infant and toddler development, safety issues in infant and toddler care (e.g., reducing the risk of Sudden Infant Death Syndrome) and methods for communicating effectively with infants and toddlers, their parents and other staff members. Provider and Provider's staff shall participate in required orientation, ongoing training, and professional development as deemed necessary by HCDE and/or EHS.
- **18. Performance.** Provider agrees to use best efforts to provide the service(s) subject to this Agreement. Provider shall employ only orderly and competent workers, skilled in the performance of the services which shall be performed under this Agreement. Provider, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on HCDE's property, nor may such workers by intoxicated or under the influence of alcohol or drugs on HCDE's property.
- **19. Right to Use Name.** Provider hereby grants HCDE a non-exclusive right to use any of Provider's names, trademarks or logos, and copyrighted materials and to publish such.

#### **ARTICLE III: RESPONSIBILITES OF HCDE**

- 1. Administrative and Financial. HCDE is responsible for ensuring that all administrative and financial management requirements of the EHS-CC grant are met. HCDE will provide financial and program management information to Provider on at least a quarterly basis and will work closely with Provider to establish a partnership budget.
- 2. Assistance to Provider. HCDE shall assist Provider in obtaining an EHS-CC curriculum that is evidencebased and developmentally appropriate for infants and toddlers; completing referrals for community agency assistance for EHS-CC families that need help or who are in crisis, assisting all enrolled EHS-CC families in attaining comprehensive services, including physical, mental and oral health, education, nutrition, and parent engagement services; and assisting Provider's teachers in coordinating developmental, sensory, and behavioral screening and assistance with provision of follow-up services and assessments as mandated in the Head Start Performance Standards.
- **3.** Compliance Monitoring. HCDE shall incorporate Provider into an EHS-CC compliance monitoring and improvement plan system.
- 4. Early Head Start Plan. HCDE shall be responsible for determining eligibility, recruitment, placement, and follow-up for EHS children. HCDE shall provide a plan to deliver ongoing supplemental services to EHS children and families. HCDE shall implement a recruitment plan and selection criteria to ensure the

program enrolls children most in need in the community, namely: (1) children with disabilities, (2) families that receive child care subsidies, and (3) families eligible for public assistance.

- **5. Disability Plans.** HCDE shall develop a disabilities service plan for each EHS enrolled child with a disability.
- 6. **Payment**. HCDE shall pay Provider the rate for the categories indicated in the chart below per day for each EHS child enrolled in Provider's EHS Child Care program, as evidenced by the attendance and enrollment records provided by Provider under this Agreement and verified, if necessary, by HCDE. The amount not to exceed <u>\$141,000.00</u>.

Age of EHS child	Subsidized	Not subsidized
Infant (0-17 months)	\$ 18.54	\$ 36.05
Toddler (18-35 months)	\$ 15.45	\$ 28.84

All subsidy status changes must be reported immediately to HCDE. The Provider has 10 business days to inform the Assistant Director of Early Head Start Child Care Partnerships (ADEHSCCP) in writing/email of student's status change. If status change is not reported by the 10<sup>th</sup> workday, invoice adjustments will not be made. Overpayments will be recouped via reduction in future payments. HCDE shall enroll, pay the initial assessment fee(s), and monitor progress of Provider's teachers to take Infant-Toddler Child Development Associate Credential classes.

In accordance with Texas Government Code § 2251.021, payments are due to Provider within forty-five (45) days after the later of the following: (1) the date the performance of the service under the Agreement is completed; or (2) the date HCDE receives an invoice for the service. Provider agrees to pay any subcontractors, if any, the appropriate share of the payment received from HCDE not later than the tenth (10th) day after the date Provider receives the payment from HCDE. The exceptions to payments made by HCDE and/or Provider listed in Texas Government Code § 2251.002 shall apply to this Agreement.

- 7. Reimbursements. HCDE may reimburse Provider for the costs of expenses incurred by Provider in the course of gaining and/or maintaining compliance with EHS-CC program requirements and/or increasing the quality of Provider's EHS Child Care program. In order to receive reimbursement from HCDE, Provider must (1) obtain written approval of the expense from an authorized HCDE representative prior to Provider incurring the expense and (2) submit documentation of the expense (i.e., receipt, invoice, etc.) to HCDE. HCDE, in its sole discretion, may approve or disapprove Provider's request(s) for reimbursements under this Section.
- 8. Training. HCDE shall provide training to Provider prior to participation in the EHS Child Care program. HCDE shall provide Provider's EHS teachers with ongoing training, professional development plans, coaching, and mentoring, including providing technical assistance and training to Provider's teachers throughout the CDA credentialing process. Professional development plans will emphasize continuity of care and relational learning that supports EHS children and their families and fosters school readiness.

#### ARTICLE IV: TERM AND TERMINATION

- 1. Term. This Agreement is effective from November 17, 2022 through August 31, 2023. The Parties may renew this Agreement by written agreement for up to four (4) additional terms of no more than one (1) year increments. All services must be completed during the effective dates of the Agreement.
- 2. Termination of Contract. This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by mutual agreement of HCDE and Provider. In the event of a

breach or default of the Agreement and/or the procurement solicitation by Provider, HCDE reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of HCDE. HCDE further reserves the right to terminate the Agreement immediately in the event Provider fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in this Agreement, the procurement solicitation, and/or set by HCDE; (2) comply with EHS program requirements, HSPPS, HHS Standards, or DFPS Minimum Standards; (3) maintain all required licenses, certifications, permits, or other required documentation; or (4) otherwise perform in accordance with this Agreement and/or the procurement solicitation. HCDE also reserves the right to terminate the Agreement immediately, with written notice to Provider, if HCDE shall not be liable for damages in the event that HCDE declares Provider to be in default or breach of this Agreement and/or the procurement solicitation. Provider shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or Provider.

#### **ARTICLE V: GENERAL PROVISIONS**

- 1. Amendment. No amendment of this Agreement shall be permitted unless first approved in writing by HCDE, and no such amendments shall have any effect unless and until a written amendment to this Agreement is executed by HCDE's Superintendent or its Assistant Superintendent for Business Services (or their designees) after any necessary approvals have been obtained from the HCDE Board of Trustees.
- 2. Assignment of Agreement. Provider may not assign this Agreement or any of its rights, duties, or obligations hereunder without the prior written approval of HCDE. Any attempted assignment of this Agreement by Provider shall be null and void. Any obligation, responsibility, or requirement imposed on Provider or HCDE property provided to Provider under this Agreement may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Provider without the prior written approval of HCDE. Provider is required to notify HCDE when any material change in operations occurs, including but not limited to, changes to or revocation of required licenses, certifications, permits, or other documentation necessary to perform this Agreement; bankruptcy; material changes in financial condition; change of ownership; and the like, within three (3) business days of such change.
- **3.** Captions. The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.
- 4. Entire Agreement. This Agreement, the procurement solicitation issued by HCDE, and Provider's proposal submitted in response to HCDE's procurement solicitation (RFP #20/039YR), and the attached and incorporated addendum or exhibits, including, but not limited to Exhibit A, contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between this Agreement and the procurement solicitation issued by HCDE or Provider's proposal submitted in response to HCDE's procurement solicitation, this Agreement shall control. In the event of a conflict between the procurement solicitation issued by HCDE and Provider's proposal submitted in response to HCDE's procurement solicitation, HCDE's procurement solicitation issued by HCDE and Provider's proposal submitted in response to HCDE's procurement solicitation, HCDE's procurement solicitation issued by HCDE and Provider's proposal submitted in response to HCDE's procurement solicitation issued by HCDE and Provider's proposal submitted in response to HCDE's procurement solicitation issued by HCDE and Provider's proposal submitted in response to HCDE's procurement solicitation issued by HCDE and Provider's proposal submitted in response to HCDE's procurement solicitation issued by HCDE and Provider's proposal submitted in response to HCDE's procurement solicitation issued by HCDE and Provider's proposal submitted in response to HCDE's procurement solicitation and purchase or work orders, invoices, checks, order acknowledgements, forms, or similar documents relating hereto and which may be issued by Provider after the Effective Date of this Agreement.
- 5. Equal Opportunity. It is the policy of HCDE not to discriminate on the basis of race, color, National origin, gender, limited English proficiency or handicapping conditions in its programs. Provider agrees not to discriminate against any employee or applicant for employment to be employed in the performance of

this Agreement, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Provider further agrees that every subcontract entered into for the performance of this Agreement shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Agreement.

- 6. Force Majeure. Neither HCDE or Provider shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control. The parties to this Agreement are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other party in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the Provider's performance of its obligations under this Agreement is delayed or stopped by a force majeure event, HCDE shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of HCDE's contractual, legal, or equitable rights.
- 7. Non-Appropriation. Notwithstanding any other provision of this Agreement or obligation imposed on HCDE by this Agreement, HCDE shall have the right to terminate this Agreement without default or liability to Provider resulting from such termination, effective as of the end of any fiscal year of HCDE or of HCDE's Early Head Start program, if it is determined by HCDE, in HCDE's sole discretion, that there are insufficient funds to extend this Agreement, in accordance with Texas Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. HCDE anticipates it will receive Early Head Start grant funds from the United States Department of Health and Human Services in an amount equal to the cost of services to be provided under this Agreement. Provider further acknowledges that federal funds will be used to make all payments and pay for all of HCDE's obligations under this Agreement and that this Agreement is subject to appropriation and approval of an Early Head Start Grant by the United States federal government for the specific purpose of providing Early Head Start services in east and northeast Harris County. Notwithstanding anything to the contrary in this Agreement, this Agreement is contingent on HCDE receiving such funds. If HCDE does not receive sufficient funding to operate the Early Head Start program, HCDE may terminate this Agreement or reduce the scope of services provided under this Agreement, in HCDE's sole discretion, without penalty or further obligation to Provider, at any time upon written notice to Provider.
- 8. Governing Law and Venue. The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Agreement. Any dispute under this Agreement must be brought in the state and federal courts located in Houston, Harris County, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts.
- **9. HCDE Property.** In the event of loss, damage, or destruction of any property owned by or loaned by HCDE that is caused by Provider or Provider's representative, agent, employee, contractor, or anyone under Provider's care, supervision, custody, and/or control, Provider shall indemnify HCDE and pay to HCDE

the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Provider's receipt of written notice of HCDE's determination of the amount due. If Provider fails to make timely payment, HCDE may obtain such money from Provider by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Provider by HCDE.

- **10. Indemnification.** PROVIDER SHALL INDEMNIFY AND HOLD HCDE HARMLESS FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM THE ACTS OR OMISSIONS OF PROVIDER, PROVIDER'S EMPLOYEES, AGENTS, CONTRACTORS, OR ANYONE UNDER PROVIDER'S CARE, SUPERVISION, CUSTODY, OR CONTROL, IN CONNECTION WITH THIS AGREEMENT. Provider's obligations under this clause shall survive expiration or termination of this Agreement.
- **11. Interpretation**. Provider agrees that the normal rules of construction that require that any ambiguities in this Agreement are to be construed against the drafter shall not be employed in the interpretation of this Agreement.
- **12. IRS W-9.** In order to receive payment under this Agreement, Provider shall have a current I.R.S. W-9 Form on file with HCDE.
- **13.** No Agency or Endorsements. HCDE and Provider are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. This Agreement shall not be construed or deemed an endorsement of a specific company or product. It is the intention of the parties that Provider is independent of HCDE and is not an employee, agent, joint venturer, or partner of HCDE, and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and Provider or HCDE and any of Provider's agents. Provider agrees that HCDE has no responsibility for any conduct of any of Provider's employees, agents, representatives, contractors, subcontractors, or anyone under Provider's care, supervision, custody, or control.
- **14.** Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be given by hand-delivery or by certified or registered mail, return receipt requested. Notice shall be sufficient if made or addressed as follows:

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

Pasadena Learning Center Attention: Vinod or Nancy Kataria 1511 Allendale Rd. Pasadena, Texas 77502

Notice shall be deemed effective upon receipt. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified or registered mail, return receipt requested.

**15. Records Retention.** Provider shall maintain its records and accounts in a manner that shall assure a full accounting for all services provided by Provider under this Agreement. These records and accounts shall

be retained by Provider and made available for audit by HCDE for a period of not less than two (2) years from the date of completion of the services, receipt of the goods, or the date of the receipt by HCDE of Provider's final invoice or claim for payment in connection with this Agreement, whichever is later. If an audit has been announced, Provider shall retain its records and accounts until such audit has been completed.

- **16. Right to Audit.** HCDE, upon written notice, shall have the right to audit all of Provider's records and accounts relating to this Agreement. Records subject to audit shall include, but are not limited to, records which may have a bearing on matters of interest to HCDE in connection with the Agreement and shall be open to inspection and subject to audit and/or reproduction by HCDE or its authorized representative(s) to the extent necessary to adequately permit evaluation and verification of: (a) Provider's compliance with this Agreement and the requirements of the solicitation, (b) compliance with provisions for computing billings, attendance records, and other documents submitted to HCDE, and/or (c) any other matters related to this Agreement.
- 17. Safety. Provider, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Agreement, including, without limitation, those promulgated by HCDE, EHS, or HHS. In case of conflict, the most stringent safety requirements shall govern. Provider shall comply with all other safety guidelines and standards as required by HCDE. Provider shall indemnify and hold HCDE harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Provider's obligations under this provision.
- **18.** Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
- **19. Subcontractors.** If Provider uses subcontractors in the performance of any part of this Agreement, Provider shall be fully responsible to HCDE for all acts and omissions of the subcontractors just as Provider is responsible for Provider's own acts and omissions. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between HCDE and any such subcontractor, nor shall it create any obligation on the part of HCDE to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.
- **20.** Taxes. HCDE is tax-exempt, and HCDE shall not pay taxes for goods and/or services provided under this Agreement. Provider represents and warrants that it shall pay all taxes or similar amounts resulting from this Agreement, including, without limitation, any federal, state, or local income, sales or excise taxes of Provider or its employees. HCDE shall not be liable for any taxes resulting from this Agreement.
- **21. Tax Responsibilities of Provider and Indemnification for Taxes.** Provider and all subcontractor(s) of Provider shall pay all federal, state, and local taxes applicable to their operation and any persons employed by Provider and all subcontractors of Provider. Provider shall require all subcontractors to hold HCDE harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Provider.
- **22. Third Parties.** Neither this Agreement, nor any provision or term hereof, nor any inclusion by reference shall be construed as being for the benefit of any party not in signatory hereto.
- **23. Waiver.** No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to

enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

**IN WITNESS HEREOF**, HCDE and Provider have executed this Agreement to be effective on the date specified in Article IV, 1. Term, above.

Harris County Department of Education

Pasadena Learning Center

<u>Nancy Kataria</u>

Vinod or Nancy Kataria

Nancy Kataria Printed Name Partner/Director Title 11/07/2022

Date

Date

James Colbert, Jr.

County School Superintendent

# Pasadena Learning Center 22-23 Agreement

Final Audit Report

2022-11-07

Created:	2022-11-07
By:	Jamese Johnson (jjohnson@hcde-texas.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhZf3KxAo5kjDgizhuh99WQiQZ50C26mx

# "Pasadena Learning Center 22-23 Agreement" History

- Document created by Jamese Johnson (jjohnson@hcde-texas.org) 2022-11-07 - 5:18:03 PM GMT- IP address: 170.39.204.224
- Document emailed to nancyllaury@gmail.com for signature 2022-11-07 - 5:24:18 PM GMT
- Email viewed by nancyllaury@gmail.com 2022-11-07 - 5:24:24 PM GMT- IP address: 66.249.80.221
- Signer nancyllaury@gmail.com entered name at signing as Nancy Kataria 2022-11-07 - 7:01:03 PM GMT- IP address: 76.206.37.119
- Document e-signed by Nancy Kataria (nancyllaury@gmail.com) Signature Date: 2022-11-07 - 7:01:05 PM GMT - Time Source: server- IP address: 76.206.37.119
- Agreement completed. 2022-11-07 - 7:01:05 PM GMT

		7.3.
November 16, 2022		
CSP 22/058YR Humble Early Head	Start Center HCDE	
Kendra Jackson, Purchasing	Submitted By:	Yaritza Roman
: Approve	HCDE Goal(s):	<ol> <li>Impact</li> <li>education/respond</li> <li>to evolving needs</li> <li>Provide cost</li> <li>savings by</li> <li>leveraging tax</li> <li>dollars</li> </ol>
Rich Vela, Joe Carreon, Dr. Jesus Amezcua, Kendra Jackson, and Yaritza Roman	Facilities/Technology Approval Needed?:	v None
	Kendra Jackson, Purchasing : Approve Rich Vela, Joe Carreon, Dr. Jesus Amezcua, Kendra Jackson, and	November 16, 2022         CSP 22/058YR Humble Early Head Start Center HCDE         Kendra Jackson, Purchasing       Submitted By:         : Approve       HCDE Goal(s):         Rich Vela, Joe Carreon, Dr. Jesus       Facilities/Technology         Amezcua, Kendra Jackson, and       Approval Needed?:

#### Information

#### Posted Agenda Item:

Consider award of CSP 22/058YR for the Humble Early Head Start Site Work and Utilities Project to Dura Pier Facilities Services, Ltd. dba Facilities Sources, not to exceed the amount of \$786,000, and delegate authority to HCDE Superintendent or his designee to negotiate, finalize, and execute a construction contract with Dura Pier dba Facilities Sources. The purchase will be made using federal funds.

#### Subject:

Humble Early Head Start Center Harris County Department of Education

#### Rationale:

The process enacted was Competitive Sealed Proposals (CSP) to acquire proposals from vendors to construct a Humble Early Head Start Center Harris County Department of Education. Seven hundred eighty-nine (789) invitations were extended for proposals. Eight (8) responses were received from vendors. Each response was reviewed for compliance with the requirements of the CSP, were evaluated, and scored. One (1) vendor offering the best value to HCDE was recommended for an award.

Fiscal Impact

#### Attachments

Evaluation Summary Board Recommendation Form Supplier Participation Report

#### Inbox

Purchasing Director Purchasing (Originator) Purchasing Director Assistant Superintendent - Business Form Started By: Yaritza Roman Final Approval Date: 11/03/2022

#### **Form Review**

#### **Reviewed By** Yaritza Roman Edna Johnson

Edna Johnson Kendra Jackson Jesus Amezcua

#### Date

10/28/2022 11:49 AM 10/31/2022 03:28 PM 10/31/2022 04:01 PM 11/03/2022 01:04 PM Started On: 10/24/2022 03:17 PM

	Humble Early Head Start CSP #22/058YR Harris County Department of Education Evaluation Criteria Results					
	Bidder Name	Grand Total				
1	Facilities Sources	87.50				
2	E Contractors LLC	76.68				
3	Frost Construction Company, Inc.	75.96				
4	Nash Industries, Inc.	72.72				
5	DT Construction, LP	69.48				
6	Millennium Project Solutions, Inc.	58.31				
7	INDI Construction	45.10				
8	GSD Construction	22.25				
9	JLA Construction	20.50				
10	DAL Construction Company	3.33				

# 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:Procurement Services DivisionFrom:Recommendation Committee

Dr. Jesus Amezcua Jonathan Parker Joe Carreon Raul Gonzalez Angelia Carlson Mackey

Job (Bid or RFP#) and Name: 22/058YR Humble Early Head Start Center HCDE

Board Meeting Date: <u>November 16, 2022</u>

Date: <u>October 20, 2022</u>

#### **Procurement Requirements Available:**

Check One

Under \$2,500 (Requires Division Director and Asst Supt. Approval)From \$2,500 to \$25,000 (Requires Buyer, Purchasing Director/CFO Approval)XOver \$50,000 (Requires Board Approval)

I certify that I have reviewed the attached Job (bid, CSP, RFQ or RFP) and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with local Board Policies (CH local/legal) and legal (federal and state) policies and administrative guidelines set by the Business Office and Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this job (bid, CSP, RFQ 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 certify that I am aware of the EDGAR requirements as amended on Dec. 26, 2014 under 2 CFR Part 200, and in specific the <u>conflict of interest requirements</u> for federal funds.

I certify that I am aware of Chapter 176 of the Local Government Code requirements for local government officers regarding <u>conflict of interest disclosures.</u>

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, CSPs, RFQs or RFPs) prepared by all Buyers & Director)

#### Justification:

Job no. 22/058YR

This CSP was developed to procure construction services for the construction of a site work and utilities at HCDE's Early Head Start Center located in Humble.

This job was competitively bid and advertised. The result of the bid generated the following responses:

Invitation to propose was sent to seven hundred eighty-nine (789) vendors.

HCDE received eight (8) responses.

#### **Recommendation:**

HCDE is recommending the following vendor for award:

• Dura Pier Facilities Services, Ltd. dba Facilities Sources

# Supplier Participation 22/058YR Addendum 1

# **HCDE Humble Early Head Start Center**

Issue Date: 8/12/2022 Questions Deadline: 9/15/2022 02:00 PM (CT) Response Deadline: 10/18/2022 02:00 PM (CT)

**HCDE Internal Purchasing** 

### **Contact Information**

Contact: Yaritza Román Address: 6300 Irvington Blvd. Houston, TX 77022 Email: yroman@hcde-texas.org

### **Participation Summary**

Supplier	Email Status	Response Status
048BRI (Dragon Limited Inc)		No Response
1st Materials Soil Stabilization (1st Materials & Technology, Inc.)		No Response
2x4 Group, LLC		No Response
3 Concepts Contractors (Gillespie Capital Enterprises LLC)		No Response
308 Construction, LLC		No Response
360TXC, LLC		No Response
365 Paving & Construction LLC		No Response
3i Contracting LLC (3i Contracting LLC)		No Response
a & i custom manufacturing IIc		No Response
A Light Construction (A Light Construction)		No Response
A Status Construction LLC		Submitted
A&E Development		No Response
A&L Sanchez Painting and Construction	Fail	No Response

Page 1 of 196 pages

22/058YR Addendum 1
A.T. Kearney	No Response
AAA Painting	No Response
AAA Time Saver Services	No Response
AB Modern Houston LLC	No Response
ABBA Construction	No Response
ABM Underground Utility Const Company	No Response
ACE Educational Inc. (ACE Educational Supplies)	Viewed
Acme Architectural Hardware	No Response
Acme Fence Services Inc	No Response
Acumen Enterprises, Inc.	No Response
Adept Facilities & Design, Inc.	No Response
ADG General Contractor & Construction (Affiliated Development Group LLC )	No Response
Advancetech Systems (Advancetech Systems 2, Inc.)	No Response
Adventure Experiences, LLC	No Response
Aeon Electrical, LLC (Aeon Electrical, LLC)	No Response
AFD Services LLC (AFD Services LLC)	No Response
Aggieland Construction	No Response
AGH2O Holdings, LLC (AGH2O Holdings, LLC)	No Response
Air-an HVAC&R Mechanical Services LLC	No Response
ALL AMERICAN SPECIALTY CONSTRUCTION LLC	No Response
All Around Construction Company, LLC	No Response
All Doors and More	No Response
All Pro Commercial Services (APC Industries, LLC)	No Response
All Texas Electrical Contractors Inc.	No Response
Alliance Tank Service (ATS Group, LLC)	No Response
Allied Signs (Allied Signs)	No Response
Ally Roofing Services	No Response
Alpha Building Corporation	No Response
Alpine Construction Company (Alpine Engineering & Construction, LLC)	No Response
AI-Raza Computing Services (AI-Razaq Computing Services)	No Response
amalgamated Services Inc.	No Response
Ameresco, Inc.	No Response

American Container Homes	No Response
American Flag Pole	No Response
AMERICAN FLOORING SERVICES	No Response
AMERICAN HVAC SERVICES, LLC	No Response
American Restoration LLC	No Response
American Roofing & Metal Co., Inc.	No Response
Amp Electric (Mac4 Industries LLC)	No Response
Amstar, Inc.	No Response
Apache Services, Inc.	No Response
APEX Consulting group	No Response
Aphid Maintenance Group	No Response
AR Mechanical, L.L.C.	No Response
AR Turnkee Construction Company (Adam Turner)	No Response
Arc Light Electric, Inc.	No Response
Architectural Construction Group (Architectural Construction Group)	No Response
ardurra group	No Response
ARG Capital LLC	No Response
Armor Construction	No Response
ASA Builders, Inc	No Response
ASAP Roofing (Koppel & Kozel, LLC)	No Response
Ascension Roofing and Construction, LLC	No Response
ASD Consultants, Inc.	No Response
ASE Security Solutions LLC	No Response
Association for the Advancement of Mexican Americans	No Response
Atkins Powerhouse Consulting LLC	No Response
Atlas Foundation Repair (Atlas Gulf Coast)	No Response
ATW MGMT INC	No Response
AtWork Personnal Srvices (Aceda Solutions)	No Response
ATX Fence Supply	No Response
AZTECA Designs, Inc.	No Response
Azteca Enterprises, Inc. (Azteca Omega Group)	No Response
B & C CONSTRUCTORS, LP	No Response

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	Castro Roofing of Texas, L.P.		No Response
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	CBRE   Heery (CBRE Heery, Inc.)		No Response

CDM Contracting Services (CDM Contracting Services)		No Response
CEC Facilities Group		No Response
Ceilpro (Ceilpro)		No Response
Centennial Contractors Enterprises, Inc.		No Response
Centennial Moisture Control, Inc.		No Response
Centex Construction		No Response
Century Weatherproofing INC		No Response
Cettasale, Inc.		No Response
CFJ Construction and Environmental Services		No Response
CFW ENTERPRISES LLC		No Response
CHAMPCO, INC.		No Response
Chase in Dreams, Speech and Drama (Deadra Chase)		No Response
Chavez Service Companies, Inc. (.)		No Response
Chayah Management Company		No Response
Cherry House Moving (Cherry House Moving)		No Response
Child Care Associates		No Response
CiVolt Services, LLC	Fail	No Response
Clean Air Systems, LLC		No Response
cLI-Energy and Construction LL		No Response
CMC Development & Construction Corporation LLC		No Response
CMST, LLC (Construction Managers of Southeast Texas, LLC)		No Response
COLEXAS DIGITAL INC		No Response
Comex Corporation		Viewed
Comflow Mechanical Services		No Response
Commercial Specialty Cleaning (Commercial Specialty Cleaning)		No Response
Commercial Technology Contractors Inc. (Commercial Technology Contra rs Inc.)	icto	No Response
Commercial Wallcovering Corp.		No Response
Commerical Wallcovering Corp.		No Response
Complete Companies Inc		No Response
Complete Electrical Services of Texas, Inc.	Fail	No Response
Complete System Balance (Complete System Balance)		No Response
CompuPro Global (Rita's Tape Media)		No Response

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Concept Facility Services LLC		No Response
CONCORD COMMERCIAL SERVICES, INC		No Response
Consolidated Services of North America (Ximena Ramirez)		No Response
Constructconnect		Viewed
Construction Bid Source		No Response
Construction Diversity Group	Fail	No Response
Construction Journal		No Response
Construction Ltd		No Response
Construction Masters of Houston, Inc		Viewed
Continuum Restoration Services, LLC		No Response
CORE construction services of Texas, Inc.		No Response
Corporate Vision Inc		No Response
Corpus Groundworks, LLC		No Response
Cosmos Construction,Inc.		No Response
Cossey's Services, LLC		No Response
Cotton Commercial USA		No Response
Coyote Innovations (Coyote Marketing IIc)		No Response
CRAFT SAFETY INSPECTIONS (JMAC GROUP LLC)		No Response
Crawford Industrial Services, LLC. (Crawford Industrial Services, LLC.)		No Response
Crisis Prevention Institute		No Bid
Criterion Contractors Inc.		No Response
Crosley Construction & Design, LLC		No Response
Crosswinds Contracting		No Response
CRT, GC DBA Caprock Construction		No Response
CRX inc		No Response
CS Construction and Development (TRESAN COMPANY)		No Response
CSJ Group		No Response
CVAL Innovations (CVAL Innovations LLC)		No Response
Cyclone FPV (Cyclone 3D, Inc.)		No Response
D&M Renovation LLC		No Response
D.A.N.'s One Stop, LLC.		No Response
D.L. Bandy Constructors (D.L. Bandy Constructors)		No Response

DAE & Associates, LTD dba Geotech Engineering and Testing (DAE & A ociates, LTD dba Geotech Engineering and Testing)	lss	No Response
Daise Management, LLC (Alfred Daise)		No Response
DAL Construction Company		Submitted
Dale Dobbins		No Response
Dalton Air Conditioning and Heating (Dalton Air Conditioning and Heating LC)	g, L	No Response
DANIEL GE CONSTRUCTION INC		No Response
DBI Construction Inc, (David Boggs dba DBI Construction)		No Response
DC David Construction LLC		No Response
Debbie J. Anders Consulting		No Response
DEMS,LLC		No Response
Denton and Bradley Metal Solutions, INC		No Response
Derryberry		Viewed
DGR United		No Response
Diamond KK, Inc.		No Response
DIAZ-MEX CONSTRUCTION		No Response
DIG Engineers		No Response
Dillon Construction & Renovations, LLC		No Response
Ditch Witch of Houston		No Response
Diverse Consulting Enterprises, Inc.		No Response
DivisionOne Construction LLC		No Response
DNA Electrical Systems (AMA Quality, LLC)	Fail	No Response
DNB Enterprises, Inc.		No Response
Dodge Construction Network		Viewed
Dr. Mary E. White International, LLC		No Bid
Drymalla Construction Company		No Response
DT Construction, LP		Submitted
Dudley Construction, Ltd. (Dudley Construction, Ltd.)		No Response
Dunhill Development and Construction		No Response
Durotech Inc.		Viewed
Du-West Construction, Inc.		No Response
E & F Construction enterprises IIc		No Response

E Contractors LLC		Submitted
E.R.S., Inc. (Elevator Repair Service, Inc.)		No Response
Earl P. Forbrich, Jr. Inc		No Response
eco Construction, Inc.		No Response
ECO Restoration & Cleaning Services (ECO Clean LLC)		No Response
EcoXstream, LLC		No Response
EDEL Roofing & Construction Inc.		No Response
Education My Way (The Unalome Project, LLC)		Viewed
Educational Systems Consulting		No Response
EE&G Construction & Electrical, LLC		No Response
EIKON Consultant Group, LLC		No Response
Electrical Tech Services, Inc.	Fail	No Response
Elite One Construction Group (Elite One Construction Group)	Fail	No Response
Elite Utility Services Inc.		No Response
EMC Resurfacing (EMC Resurfacing)		No Response
Emerald Standard Services, Inc.		No Response
Emian Drywall and Renovating		No Response
Empire Construction Solutions		No Response
Enigma Electric LLC		No Response
Enterprise Builders LLC		No Response
Eplusc3.com (Eplusc3.com)		No Response
EPS LLC		No Response
Equipment Depot LLC (Equipment Depot)		No Response
Equipment Management Services		No Response
ERC Environmental & Construction Services, Inc.		No Response
Evolve Holdings Inc	Warn	No Response
Exclusive Windows & Doors (Pursuit Properties, LLC)		No Response
Executive Pro High Cleaning Agency (Executive Pro High Cleaning Agency)		No Response
ExerPlay, Inc		No Response
F.H. Paschen, S.N.Nielsen & Associates LLC		No Response
Facilities Electric, Inc.		No Response
Facilities Sources (Dura Pier Facilities Services Ltd.)		Submitted

Facilities USA LLC		No Response
Falkenberg Construction Company, Inc.		No Response
FCS Services		No Response
Ferguson Facilities Supply		No Response
FERN Environmental LLC		No Response
Fielder's Choice, Inc.		No Response
FISHER TRACKS, INC.		No Response
Fix My Slab Foundation Repair (TDS Foundation Services)		No Response
FJW Construction Company		No Response
Flintco, LLC (Flintco, LLC)		No Response
Floyd Billings Construction LLC.		No Response
FMG Construction Development (FMG Construction Development)		No Response
FMG Construction Group, LLC		No Response
Foodservice Peeps LLC		No Response
Forge CCM, Inc.		No Response
FOSTER FENCE LTD		Viewed
Foundation Specialists		No Response
Four Seasons Development Co, Inc.		No Response
FRAGMA Construction Services, LLC (FRAGMA Construction Services, LI C)	_	No Response
Frame-Work Consult		No Response
Franklin D Saulsberry LLC	Fail	No Response
Freese and Nichols, Inc.		No Response
Frontier Services Group (Frontier Services Group)		No Response
Frontier Waterproofing		No Response
Frost Construction Company Inc.		Submitted
FRS Trenchcore		No Response
FSI Construction, Inc.		No Response
G.A.M. Construction Inc		No Response
G.I. Construction Management LLC		No Response
G4C Enterprises, LLC		No Response
G5 Construction (G5 GC LLC)		No Response
Gamma Construction		No Response
Dense 40 - (1400 menue		22/050VD Adda 332 1

Gant Industries Inc	No Response
Gazelle Capital, LLC	No Response
GC Commercial Construction	No Response
General Commercial Solutions, LLC	No Response
General Contractor Services, Inc.	No Response
General Sports Surfaces LLC	No Response
Generocity Services Inc.	No Response
Gerloff Company Inc.	No Response
Gilbane Building Company (Gilbane Building Company)	No Response
Glenn Mikeska Enterprises LLC (Glenn Mikeska Enterprises LLC)	No Response
Global Disaster Services, Inc.	No Response
Grassroots Construction & Maintenance LLC	No Response
Graves Mechanical Inc	No Response
Green Site, LLC	No Response
Greenspring Construction Services	No Response
Groundbreaker Construction	No Response
GSD Construction	Unsubmitted
GSI Highway	No Response
GTBMC LLC (Got To Be More Careful LLC)	No Response
GTT Construction	No Response
Gutier Roofing & Sheet Metal (Gutier LLC)	No Response
GW Phillips Concrete Construction, Inc.	No Response
H.B. Neild & Sons, Inc.	No Response
Haldeman Homme	No Response
Hallmark Mitigation & Construction	No Response
hard work construction (hard work construction)	No Response
Hardy Construction (Hardy Stephenson LLC)	No Response
Harris Construction (RJ Harris Construction (Gulf Coast)LP)	No Response
Harrison, Walker & Harper, LP	Viewed
Hawkins Lease Service, Inc	No Response
HB Construction	No Response
Heavy Equipment Rentals of Texas (Golden Empire Equipment)	No Response

Heights Builders (Heights Commercial Paint Contractors, Inc.)		No Response
Henthorn Commercial Construction, LLC		No Response
High Access Solutions		No Response
Hilbrick Incorporated	Fail	No Response
Hill & Wilkinson General Contractors		No Response
HISPANIC LEARNING CENTER		No Response
Hi-Tek Sound & Signal, Inc.		Viewed
HJD Capital Electric, Inc.		No Response
HOLES INCORPORATED		No Response
Holtz/Adams Construction and Consulting, LLC		No Response
Home Medic Restoration & Remodeling (Aurora Amk, Inc)		No Response
HomeBase Repairs, LLC		No Response
Honesty Construction Group (HCG Management LLC)		No Response
Hooper Strategies		No Response
Horizon International Group, LLC		No Response
Horns Crew Trucking (Alvin Horn)		No Response
Houston Construction Services		No Response
Hou-Tex Glass & Mirror Co (Hou Tex Newnom Inc.)		No Response
Hudson Building Systems		No Response
Hunt and Associates Inc.		No Response
I/S Mechanical (Inno/Iution)		No Response
ICI Construction, Inc. (ICI Construction, Inc.)		Viewed
ICON Diversified, LLC		No Response
IDG Services, Inc.		No Response
Idlewood Construction		No Response
IGH Contracting Services LLC		No Response
ILCOR Builders (Industrial Laminates Corporation)		No Response
Imani Quality Concept LLC		No Response
Imbue Cleaning Solutions (Imbue Cleaning Solutions)		No Response
Imperial Construction, Ltd.		No Response
IMPRESSIVE CLEANING LLC (IMPRESSIVE CLEANING LLC)		No Response
IMS Dodge		No Response

InnovsiteLLC	No Response
Institute for Building Technology and Safety	No Response
Integrity Pipeline Services	No Response
INTERNATIONAL PROPERTY DEVELOPMENTS LLC DBA THE SIGNITUR E GROUP (INTERNATIONAL PROPERTY DEVELOPMENTS LLC DBA TH E SIGNITURE GROUP)	No Response
Interprise/Southwest Interior & Space Planning, In (Interprise/Southwest Interi or & Space Planning, In)	No Response
Interstate Restoration LLC	No Response
I-Raos, Inc	No Response
Isaulas Express Inc. (Isaulas Express Inc.)	No Response
iSqFt® and Houston AGC plan room	No Response
J C Currey	No Response
J Frank Consulting (Joan Frank)	No Response
J THOMAS II CONSTRUCTION, LLC (J THOMAS II CONSTRUCTION, LLC)	No Response
J. Oliver Construction LLC	No Response
J.L. Squared Construction (J.L. Squared Construction)	No Response
J2 General, LLC (J2 General, LLC)	No Response
JABG Construction & Engineer (Thomas 11 Development LLC)	No Response
JaCody Construction, LP	No Response
Jahmor Janitorial Services	No Response
Jamail & Smith Construction, LP	No Response
Jarrar & Company, Inc.	No Response
JAX CONSTRUCTION	No Response
Jay-B & Group Services, LLC	No Response
Jaymark Engineering Corporation	No Response
JBRI Construction Services, LLC	No Response
JC Stonewall Constructors, LP	No Response
Jeffrey's Landscaping	No Response
JERICHO FOUNDATION REPAIR	No Response
JESCO Environmental & Geotechnical Services	No Response
Jet Industrial Service Group	No Response
Jimenez Electric LLC	No Response
Jimtex Electric LLC (Jimtex Electric LLC)	No Response

JLA Construction Solutions	Unsubmitted
JM Construction Solutions (JM Management LLC)	No Response
JM Sales & Services	No Response
JNJ RESURFACING DBA (JUAN JESUS ZAMORA)	No Response
Joesta Construction	No Response
Johnson Atala & Associates	No Response
Jon M. Warren, LLC	No Response
Jones Lang LaSalle (JLL)	No Response
Jones Walker LLP (Jones Walker LLP)	No Response
Jorrie Martin LLC	No Response
Journeys Managing Group LLC	No Response
Jovisa Construction Corp (Jovisa Construction Corp)	No Response
JR Thomas Group, Inc. (JR Thomas Group, Inc.)	No Response
JUST CONSTRUCTION	No Response
K & S Contracting, Inc	No Response
K.R. Allen Industrial Services, LLC (K.R. Allen Construction, LLC)	No Response
KANKO (Floyd's Chores & Odd Jobs)	No Response
Kendnel Kasper Construction	No Response
Kentech Inc.	No Response
Key HTX Development & Holdings (Key HTX Development & Holdings)	No Response
KIKO Construction (KIKOCon, Inc.)	No Response
Kingdom Roofing & Konstruction	No Response
Kingham Dalton Wilson, Ltd. (Kingham Dalton Wilson, Ltd.)	No Response
Kitchell Contractors	No Response
KMD Hospitality (KMD Hospitality LLC)	No Response
KR Allen Construction, LLC	No Response
Kriston Construction Company Inc (Kriston Construction Company Inc)	No Response
L&S Associates, LLC	No Response
L.D. Bundren Painting, Inc.	No Response
Labor Finders (LC Personnel)	No Response
Lady Liberty Group LLC	No Response
Lake Air Interiors (Focused Contractor Services)	No Response

Landmarc Holding, LLC (Landmarc Holding, LLC)		No Response
Landscape Management Services (LMS Inc.)		No Response
LanMarc Construction (Marti M. Carder)		No Response
LaTx Construction Services		No Response
Launch Point CDC, Inc.		No Response
LBNM Corporation		No Response
Learn, Play and Discover Academy		No Response
Lee Services Inc.		No Response
Lessman Roofing and Sheet Meda (Lessman Roofing and Sheet Meda)		No Response
level C 3 Construction	Fail	No Response
Level Infrastructure LLC		No Response
LGG Construction Inc (LGG Construction Inc)		No Response
Lighthouse Construction, LLC		No Response
Lime Energy (Texas Energy Products Inc)		No Response
Linc Service, LLC		No Response
Lindsey Electric, L.P.		No Response
LMC Corp (Lee Construction and Maintenance)		No Response
LMS Commercial Services (LMS Restoration)	Fail	No Response
Lone Star TRS, LLC (Lone Star TRS, LLC)		No Response
Lone Star Waterproofing Inc		No Response
LongCrete (Longhill Group, Inc.)		No Response
Lorraine Construction, Inc.		No Response
Lowes Companies Inc		No Response
LP Printing ( Long Plan Printing ) (Long Plan Printing)		No Bid
L-Sync, LLC		No Response
Luchazie Construction (Luchazie General Store and Restaurant dba Luchazi e Construction)		No Response
Lurr, Incorporated		No Response
Macias Constructions, LLC		No Response
MAF ENTERPRISES, INC.		No Response
MAGIC ONE SERVICES LLC (MAGIC ONE SERVICES LLC)		No Response
MainStage Theatrical Supply		No Response
Majestik Industries, L.L.C.		No Response

Major League Roofing		No Response
Mako Industries (Mako Olifield Services DBA Mako Industries)		No Response
Maldonado Nursery & Landscaping, Inc.		No Response
Mammoth Roofing Services (Mammoth Services, LLC)		No Response
Manns Carpentry		No Response
Mark Collins Construction LLC		No Response
Mark Mills		No Response
Marksmen General Contractors, Inc.		No Response
Marseal Group		No Response
Mart, Inc.		No Response
Mccaffety Electric Co., Inc		Viewed
McClintock Plumbing		No Response
McCrory Engineering (McCrory Engineering)		No Response
Mcdaniel Builders Inc		No Response
McGee Electrical Services, Inc.		No Response
VcGough Construction Co., LLC		Viewed
McGraw-Hill Construction /Dodge Reports		No Response
McGriff Seibels and wililams		No Response
McKenna Contracting, Inc		No Response
McKinstry (McKinstry Essention, Inc.)		No Response
MCS Enterprises		No Response
McVey Paint & Wallcovering, Inc.		No Response
Vetro Tint Texas (Bearfish Holdings, Inc.)		No Response
Vezquite Installation Inc		No Response
Vid-America Contractors, LLC (Mid-America Metal Roofing & Siding Install ed, LLC)		No Response
Vidstate Energy, LLC, A Veregy Company		No Response
Midstream and Terminal Services (Midstream and Terminal Services)		No Response
Vilam & Co. Painting, Inc. (Milam & Co. Painting, Inc.)	Warn	No Response
Villennium Project Solutions, Inc.		Submitted
Miller Insulation Co., Inc.		No Response
Miracle Method of Austin (Nartor Associates Inc)		No Response
Vitchell Contracting		No Response

MJ McMurrey Construction LLC	No Response
ML Deer Construction (ML Deer Construction)	No Response
MM CONCRETE CURBING LLC (MM CONCRETE CURBING LLC)	No Response
MMS-TX GROUP, LLC	No Response
Modernized Designs, LLC	No Response
MODULAR SOLUTIONS, LTD	No Response
Molitor Enterprises (Larry Molitor)	No Response
Monica Lewis School of Etiquette	Viewed
Montgomery Building Services LLC	No Response
Mooring Recovery Services	No Response
Morales Construction Services, Inc.	No Response
Morganti (Morganti)	No Response
MPACT STRATEGIC CONSULTING, LLC	No Response
Mr Electric of NW Houston	No Response
MTC Exterior Maintenance	No Response
Multivista (Multivista Systems, LLC)	No Response
Mutual Industries Inc	No Response
MW Services Inc.	No Response
MYCON GENERAL CONTRACTORS	No Response
Myelyn Contractors	No Response
Myron Mcdowell Construction	No Response
N E P painting contractors, inc	No Response
N&T Construction Co., Inc	No Response
Nacogdoches Iron Works, Inc.	No Response
NAH Sports Flooring, LLC	No Response
Nash Industries, Inc.	Submitted
National Glazing Solutions, LLC	No Response
national led	No Response
Native Construction (Native Consolidated Management LLC)	No Response
Near Future LLC	No Response
NEIL TECHNICAL SERVICES CORP (NEIL TECHNICAL SERVICES COR P)	No Response
Nester Enterprises	No Response

New World Contracting, LLC	No Response
Next Era Equipment Export LLC	No Response
NJAC Construction	No Response
No Fa	No Response
No Slip, Just Grip LLC	No Response
Nouveau Construction and Technology Services (Nouveau Technology Servi ces, LP)	No Response
Novium Group (Novium Group)	No Response
O'Donnell/Snider Construction (O'Donnell/Snider Construction)	No Response
O'Haver Contractors (The O'Haver Company, Ltd.)	No Bid
OLVAZ Construction Inc.	No Response
Omega Builders Group, L.P.	No Response
Omega Roofing & Construction	No Response
On Time Solutions (Dura Pier - TX, Inc.)	No Response
OnePoint, Inc.	No Response
OpTerra Energy Services, Inc.	No Response
Ortiz Construction Group LLC	No Response
Palacios Marine & Industrial Coatings, Inc.	No Response
Panhandle Steel Buildings, Inc	No Response
PARADISE AIR (Luck & Logic Inc.)	No Response
Patriot Contracting LLC	No Response
Patriot Fence Company (Aquarius Chemical)	No Response
PECOS FENCE, INC.	No Response
Performance Services, Inc.	No Response
Petro Progressive Services	No Response
PIATRA INC	No Response
PIC Printing	No Response
Pick Two Interprise,LLC	No Response
PL2O Construction & Consultancy	No Response
PMG PROJECT MANAGEMENT GROUP, LLC	No Response
Point Alliance Solutions	No Response
Polygon US Corporation	No Response
Portfolio Builders	No Response
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Post L Group, LLC		No Response
Post Oak Construction LLC (Post Oak Construction LLC)		No Response
Power of Choosing Inc. (Power of Choosing Inc.)		No Response
Precision Management Solutioin Inc.		No Response
Preferred Technologies, LLC		No Response
Premier Metalwerks, LLC		No Response
Premier Shade Design, LLC (Muse)		No Response
PREMIUM PUMPS & CONTROLS LLC		No Response
Presidential Staffing Solutions		No Response
PRIM Construction (Rachel Jenson)		No Response
Prime Contractors, Inc. (Prime Contractors, Inc.)		No Response
Prime Maintenance & Construction		No Response
Prism Painting (Shrewsbury, MA)		Viewed
Project Management Consultant LLC		No Response
Proposal Riordan		No Response
Pro-Tech Facility Restoration, LLC		No Response
Province Holdings LLC		No Response
PSA Constructors Inc.		No Response
PTY Contractors LLC		No Response
Pumps of Houston, Inc.		No Response
Purge Virus (Ecolite Holding LLC)		No Response
PWXpress (PWXpress)		Viewed
Pyrotex Systems		No Response
QC7 Development Services, Ltd.		No Response
QTO SOLUTIONS (QTO SOLUTIONS)		Viewed
Quadra Mind Enterprise, Inc.		No Response
Quad-Tex Construction, Inc		No Response
Quality Renovations and Construction	Fail	No Response
Quintero Enterprises (Zoom Technologies LLC)	Fail	No Response
R&L Building Group		No Response
R.L. ROHDE GENERAL CONTRACTING, INC.		No Response
Rachel Bryant CO		No Response

RAM Concrete & Asphalt, LLC		No Response
Ramtech Building Systems (Ramtech Building Systems, Inc)		No Response
RaRa Foundation Inc		Viewed
Raus Construction LTD. (Raus Construction LTD.)		No Response
RBR Construction, Inc.	Fail	No Response
RCS Roofing & Sheet Metal		No Response
RDI Mechanical		No Response
Ready Trans Limited Liablity Company		No Response
Real Network Services, Inc. (Crosley)		No Response
Red Rocket Electric Llc		No Response
Redd Team by Sapa		No Response
Reed construction data		No Response
RegeniSource (RegeniSource LLC)		No Response
Regiment Commercial Construction		No Response
Remedy Contractors		No Response
Renegade Construction LLC		No Response
Restoration Services, Inc. (A & E Tech Reps)		No Response
Restoration Specialists (Restoration Specialists, LLC)		No Response
Revitalize Maintenance, LLC		No Response
Right Choice cleaning & Restoration		No Response
Right Choice Materials Company		No Response
Rio Roofing, Inc.		No Response
Roberto Gamez (RP COS MANAGEMENT INC)		No Response
Rockin' D Fencing LLC		No Response
Rogers O'Brien Construction (Rogers O'Brien Construction)		No Response
Rolland Safe and Lock Company		No Response
Roofing Designs by JR LLC (OEG Construction and Services)		No Response
Roosevelt General Contractors		No Response
Royal American Services, Inc.		No Response
Royal Eagle Contracting		No Response
Royulty by Dezign LLC		No Response
RR CONNECTION CONSULTING		No Response

RS3 Turf	No Response
RSG Southwest, LP	No Response
Rudd Plumbing Company (Rudd Contracting Co., Inc.)	No Response
S Corporation	No Response
S&B Infrastructure, Ltd.	No Response
Sabre Commercial	No Response
Safe Haven Defense Texas (CH Global, LLC dba SHD Texas, LLC)	No Response
SAK Construction, LLC	No Response
Salone Capital LLC	No Response
SAMES, INC.	No Response
Sandoval Contracting Inc. (Sandoval Contracting Inc.)	No Response
Sawduzt Services, LLC.	No Response
SBA Houston (US Small Business Administration)	No Response
SBM General Contractor, LLC	No Response
SCHRAMME CONSTRUCTION	No Response
Scope Builders LLC Fail	No Response
Scott Beck Construction.Inc	No Response
Scott Dennett Construction, LC (Scott Dennett Construction, LC)	No Response
SDB Contracting Services (SDB, Inc)	No Response
Seahurst Energy Services (Seahurst Electric)	No Response
SealWrap Installation, Inc	No Response
SEDALCO, INC. (SEDALCO, INC.)	No Response
SEMI USA CORPORATION	No Response
Seneca Mechanical LLC	No Response
ServiceMaster Recovery Management (Service Environments of Texas, Inc.)	No Response
Servpro Northeast Dallas	No Response
SERVPRO of Metro-Pittsburgh (MKS Services, Inc.)	No Response
SERVPRO of Spring/Tomball (AKS Holdings, Inc.)	No Response
Session Tax Consulting & Grant Writing (Session Tax Consulting and grant w riting)	No Response
SETEX Facilities & Maintenance, LLC (Preferred Facilities Group – USA LL C)	No Response
Seyforth Services (Seyforth Services Inc)	No Response

Sharpline Coatings LLC		No Response
Shepard Forest (4325 Costa Rica, LLC DBA Shepard Forest)		No Response
SI Restoration		No Response
Sign Pro (Sign Pro)		No Response
Signature Electric Services, LLC		No Response
Signs of Success		No Response
Skanska USA Building Inc.		No Response
Sky Spotless Cleaners (ADAM NAMAL)		No Response
SLL Services, LLC		No Response
Smart Scholars Foundation		No Response
Solentricx, Inc.		No Response
Solidarity Contracting IIc		No Response
Solomie B LLC	Fail	No Response
Something New Dance		Viewed
south texas boiler		No Response
SOUTH TEXAS PUMP INC		No Response
Southeast Technical Solutions		No Response
Southern Customs, Inc.		No Response
SOUTHWEST WHOLESALE LLC		No Response
Spartan National Construction Company	Fail	No Response
SpawGlass Construction Corp. (SpawGlass Construction Corp.)		No Response
Spigener Developement Inc.		No Response
Staff 4 Houston (TX Citywide Pro Services)		No Response
Standard Morgan Partners, LTD		No Response
Star Interior Resources (STARSD, Inc.)	Fail	No Response
STATE FEDERAL CONTRACTORS		No Response
Statewide Services, LLC		No Response
Sterling Structures, Inc.		No Response
Stewart Builders, Inc.		No Response
Stiff LLC (Stiff LLC)	Fail	No Response
STOA Architects		No Response
Strack Homes, LLC		No Response

Straight Line Management (Straight Line Management LLC)	No Response
Strategic Partnerships, Inc.	No Response
STRAUS SYSTEMS INC (STRAUS SYSTEMS INC)	No Response
Structura Design LLC	No Response
Sublime HVAC Services	No Response
SuBSurfco, LLC	No Response
Successful Starters Learning Academy II	No Response
Sullivan Contracting Services (Pounds Group, LLC)	No Response
Sunrise Construction (Santa Fe Sunrise Construction)	No Response
Suro Industries (Suro Industries)	No Response
Swinerton	No Response
Symone Construction Services, LLC	No Response
T&G Constructors (T&G Corporation)	No Response
T.F. Harper & Associates, LP	No Response
TAD 3 ENTERPRISES INC	No Response
Tailored Door & Glass Co., Inc	No Response
Target Restoration Services (TRSI)	No Response
Tates Contracting, LLC	No Response
Taylor Nicole	No Response
TCH (Alcott, Inc)	No Response
TDC Waterproofing & Restoration, LLC.	No Response
TDG General Contractors	No Response
TDT Plumbing (Texas Drain Technologies Inc)	No Response
Teal Construction Company	No Response
Team REIL, Inc. (Team REIL, Inc.)	No Response
Tegrity Contractors (Tegrity Contractors)	No Response
Teinert Commercial Building Services (Allen Teinert Construction)	No Response
Tellepsen Builders (Tellepsen Builders)	No Response
Tex Star Construction Services	No Response
Texas Association of African American Chambers of Commerce (TAAACC)	No Response
Texas Certified Roofing	No Response
Texas Gold Roofing & More LLC (10718 LONESOME DOVE TRL)	No Response
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Texas Home and Projects LLC	Fail	No Response
Texas Landscape Group, LLC		No Response
Texas Precision Paving		No Response
TFC Contracting Solutions	Fail	No Response
The Arreis Group IIc		No Response
The Baptiste Group LLC (The Baptiste Group LLC)		No Response
The Bid Calendar		No Response
The Blue Book Network (Contractors Register)		No Response
The Deck & Canopy Company LLC		No Response
THE E.T.H.E. GROUP		No Response
The Edu-Source Corporation		No Response
THE FENCE LADY INC.		No Response
The Gaia Group Inc.	Fail	No Response
The Gonzalez Group, LP		No Response
The Kovacs Group		No Response
The Mohawk Group		No Response
The Trevino Group, Inc.		No Response
The United Construction co		No Response
the woodlands paints	Fail	No Response
Thunder River Construction, LLC		No Response
TiCon Texas Construction Services		No Response
TIGER RESTORATION AND REMODELING LLC (TIGER RESTORATION ND REMODELING LLC)	NA	No Response
TinMan Enterprises (TX TinMan Enterprises, LLC)		No Response
Tippet Construction, LLC		No Response
Titan Carter Platform Systems, Inc.		No Response
TLC Engineering, Inc.		No Response
TMI Solutions, LLC (TMI Solutions, LLC)		No Response
Tommy Klein Construction, Inc.		No Response
Top-Notch Commercial Group LLC (Top-Notch Commercial Group LLC)		No Response
Topwater Construction Services LLC		No Response
Total Team Companies, LLC (Total Team Companies, LLC)		No Response
Total Team Construction		No Response

TouchView Inc		No Response
TP&R CONSTRUCTION, L.L.C.		No Response
Transcare llc		No Response
Treco Services, Inc. (Treco Services, Inc.)		No Response
Trinity Roofing & Restoration (MCD Growth Services LLC)		No Response
Triple D Enterprises		No Response
Tri-Star Glass, Inc		No Response
TRW MODERNFOLD CO., INC.		No Response
TSG Industries (The Sithe Group, LLC.)		No Response
Tucker Construction (Jon Tucker Construction, LTD)		No Response
Tucker Roofing Systems, LLC.		No Response
Tucon, LLC		No Response
Turner Power and Construction, LLC (Turner Power Systems and Conc rs, LLC)	tracto	No Response
Turnkey Industries		No Response
TX Cleaning & Integral Solutions		No Response
U. S. WHOLESALE PRODUCTS		No Response
Ultimate Plumbing		No Response
United Restoration & Preservation, Inc		No Response
UPI Builders, LLC		No Response
UPKEEP PRESERVATION SERVICES LLC (MARIN)		No Response
URETEK ICR Gulf Coast (Urelift Gulf Coast, LP)		No Response
US Executive LLC		No Response
US LED LTD (US LED LTD)		No Response
Utility Services Associates, LLC	Fail	No Response
V V Construction, LLC.		No Response
Vallelunga Enterprises LLC dba The Router Room,		No Response
Vaughn Construction (J.T. Vaughn Construction, LLC)		Viewed
Ventura Construction Inc.		No Response
Vertex Roofing, LLC (Vertex Roofing, LLC)		No Response
Vessel Support Services (Vessel Support Services)		No Response
Vexus Fiber (NTS Communications, LLC)		Viewed
Virtual Builders Exchange		Viewed
Page 25 of 196 pages		22/058YB Addentition 1

Vistex Graphics, LLC (Vistex Graphics, LLC)		No Response
vscoatings IIc		No Response
W. A. Robbins Construction Co., Inc.		No Response
W. B. Construction and Son's Inc.		No Response
W.M. Jones Construction, Inc.		No Response
wagner interiors (wagner interiors)		No Response
Waterman Construction (Waterman Construction)		No Response
Watkins & Associates Consulting Services LLC.		No Response
Way of Life Lawn & Maintenance LLC		No Response
WeatherTech Roofing, LLC		No Response
Webber Commercial Construction, LLC		No Response
Westco Ventures LLC		No Response
White Star Services, LLC		No Response
Wild Magnolia Landscaping LLC		No Response
Williamson Restoration Inc (Williamson Services Inc)	Fail	No Response
Wilson Contracting Services LLC		No Response
Window Systems of Texas Inc. (Window Systems of Texas Inc.)		No Response
Woodbe Property Preservation		No Response
Worldwide Power Products		No Response
WW Mechanical		No Bid
Wylie Construction Services		No Response
Yucca Contracting		No Response
Yunex, LLC		No Response
Z FLOOR CO., LTD.		No Response
Z Smart, LLC		No Response
Zapata Janitorial Building & General Service, Inc.		No Response
ZOAT CONSTRUCTION SERVICES, LLC (ZOAT Construction/Handyma ervices, LLC)	ın S	No Response

# External Invitation Summary

Invite Email	Auto Approve	Invitation Date	Email Status	Status	Status Date
angstadtv@alpha-omega-co.co m	No	8/12/2022	Fail	Invitation Sent	8/12/2022

cm@thefmdg.com	No	8/12/2022	Fail	Invitation Sent	8/12/2022
tal@pierpointcapital.com	No	8/12/2022	Fail	Invitation Sent	8/12/2022
44builders@gmail.com	No	8/12/2022		Invitation Sent	8/12/2022
alpctx@comcast.net	No	8/12/2022		Invitation Sent	8/12/2022
AlphaBContractorsllc@gmail.c om	No	8/12/2022		Invitation Sent	8/12/2022
americantrusource@gmail.com	No	8/12/2022		Invitation Sent	8/12/2022
ash@divechaservices.com	No	8/12/2022		Invitation Sent	8/12/2022
awdconstructionllc@gmail.com	No	8/12/2022		Invitation Sent	8/12/2022
Bbrown@brsvc.com	No	8/12/2022		Invitation Sent	8/12/2022
carolyn.robinson@robcap.com	No	8/12/2022		Invitation Sent	8/12/2022
cherylhenson7@hotmail.com	No	8/12/2022		Invitation Sent	8/12/2022
cleve717@gmail.com	No	8/12/2022		Invitation Sent	8/12/2022
contactme@TameraMcNeal.co m	No	8/12/2022		Invitation Sent	8/12/2022
contactus@axelconsult.com	No	8/12/2022		Invitation Sent	8/12/2022
creese@appmfg.com	No	8/12/2022		Invitation Sent	8/12/2022
ctaylor@iapetusllc.com	No	8/12/2022		Invitation Sent	8/12/2022
dacompleteservices@gmail.co m	No	8/12/2022		Invitation Sent	8/12/2022
deannaweitzel@comcast.net	No	8/12/2022		Invitation Sent	8/12/2022
dianeursin18@gmail.com	No	8/12/2022		Invitation Sent	8/12/2022
djmouton@allinonebuildingmai ntenance.com	No	8/12/2022		Invitation Sent	8/12/2022

Edgar.Diaz@DandGSecuritySy stems.com	No	8/12/2022	Invitation Sent	8/12/2022
facundohomebuilder@comcast .net	No	8/12/2022	Invitation Sent	8/12/2022
federalemergencyresponse@g mail.com	No	8/12/2022	Invitation Sent	8/12/2022
felix@develotik.com	No	8/12/2022	Invitation Sent	8/12/2022
firstcapitalcontractors@hotmail. com	No	8/12/2022	Invitation Sent	8/12/2022
flashbacktech3720@gmail.com	No	8/12/2022	Invitation Sent	8/12/2022
forrestindustrial.llc@gmail.com	No	8/12/2022	Invitation Sent	8/12/2022
fyzergroupusa@gmail.com	No	8/12/2022	Invitation Sent	8/12/2022
igarza@flywheelss.com	No	8/12/2022	Invitation Sent	8/12/2022
info@emergencyaftermathgrou p.com	No	8/12/2022	Invitation Sent	8/12/2022
Info@Excelsiorsolutionsllc.com	No	8/12/2022	Invitation Sent	8/12/2022
jca@arebuildingco.com	No	8/12/2022	Invitation Sent	8/12/2022
jholvey@creatorconstructionser vices.com	No	8/12/2022	Invitation Sent	8/12/2022
john@forwardtruckingllc.com	No	8/12/2022	Invitation Sent	8/12/2022
jules@exquisitegroup.us	No	8/12/2022	Invitation Sent	8/12/2022
katie@acplastics.com	No	8/12/2022	Invitation Sent	8/12/2022
mgarcia@a-b-cjanitorial.com	No	8/12/2022	Invitation Sent	8/12/2022
mike@firsteditionelectric.com	No	8/12/2022	Invitation Sent	8/12/2022
monitorusacontrols@comcast.n et	No	8/12/2022	Invitation Sent	8/12/2022
phil@exquisitellc.com	No	8/12/2022	Invitation Sent	8/12/2022

Rich@abdtx.com	No	8/12/2022	Invitation Sent	8/12/2022
RICHARD.MORRIS@ADVOC ATE-CM.COM	No	8/12/2022	Invitation Sent	8/12/2022
thomas@crosbycrane.com	No	8/12/2022	Invitation Sent	8/12/2022
tina@allyroofingservices.com	No	8/12/2022	Invitation Sent	8/12/2022
Yusuf.S@EngletonElectric.com	No	8/12/2022	Invitation Sent	8/12/2022

### Participant Detail

### 048BRI (Dragon Limited Inc)

Address:	2901 Independence St Ste 101 Metairie, LA 70006 (504) 250-0088	Response Status: Invitiation Date: Invitiation Emails:	No Response 8/12/2022 048bri@gmail.com
Classifications:	MBE SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

## 1st Materials Soil Stabilization (1st Materials & Technology, Inc.)

Address:	p.o.box 831 cameron, TX 76520	Response Status: Invitiation Date:	No Response 8/12/2022
Classifications:	(254) 697-3131 HUB WBE (Primary)	Invitiation Emails:	alan@first-materials.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

### 2x4 Group, LLC

Address:	11611 W Airport Blvd Suite H#143 Meadows Place, TX 77477 (713) 396-3596	
Participation Type:	Active Supplier	
Email Status:		
Invitiation Type:	Automatic	

### **3 Concepts Contractors (Gillespie Capital Enterprises LLC)**

Regular Board Meeting Meeting Date:	<b>g</b> November 16, 2022		7.4.
Title:	Services Agreement - 4 Ever Cleve	r Learning, LLC	
Submitted For:	Stephanie Ross, Adult Education	Submitted By:	Stephanie Ross
Recommended Action	: Approve	HCDE Goal(s):	<ol> <li>Impact education/respond to evolving needs</li> <li>Advocate for learners through innovation</li> </ol>
Additional Resource Personnel:	Dr. CJ Rodgers; Stephanie Ross; Dr. Jesus Amezcua; Kendra Jackson and Dr. Edna Johnson	Facilities/Technology Approval Needed?:	,

#### Information

#### Posted Agenda Item:

Approval of services agreement with 4 Ever Clever Learning, LLC dba Sylvan Learning in the amount not to exceed \$159,919 (RFP 23/003EJ) for Adult Education for the period of 11/17/2022 through 6/30/2023. The purchase will be made using federal funds.

#### Subject:

4 Ever Clever Learning, LLC dba Sylvan Learning

#### Rationale:

HCDE will pay 4 Ever Clever Learning, LLC in the amount not to exceed \$159,919 for services provided in Exhibit A. 4 Ever Clever Learning will submit an invoice monthly until the contract is completed.

#### **Fiscal Impact**

#### Attachments

4-Ever Clever Services Agreement

Inbox Adult Education (Originator) Purchasing Purchasing Director Assistant Superintendent - Business Form Started By: Stephanie Ross

#### Form Review

**Reviewed By** Venetia Baldwin Edna Johnson Kendra Jackson Date

11/09/2022 03:27 PM 11/09/2022 03:39 PM 11/09/2022 03:47 PM

Started On: 11/01/2022 03:09 PM



## HARRIS COUNTY DEPARTMENT OF EDUCATION

### CONTRACT PROCESSING FORM (CPF)

Funding Division Adult Education Contracting Party	SEC				
Adult Education		TION 1 – CONTR	ACT INFORMATION	Constant Party	a constant and a second
Contracting Party	Today's Date	# Original Contra	cts Expenditure/Re	evenue Budget Account	t Co de (20 digits)
	11/1/22	1			
Even Claver Learning II.C. H. C.I.		RFP # (if applicabl	e) Is Contracting Party an	Employee of HCDE? I	f yes, which division?
Ever Clever Learning, LLC dba Sylv	an Learning	23/003EJ	🛛 No 🔲 Yes, Div	vision:	
Description of Services: Administer & Deliver Services – Famil	ly Math Literad	y Initiative			
ype of Contract	1.000	Contract Fiscal Ye	ar HCDE Contract?	12. 12	Term
Service Agreement		2022-2023	Yes (HCDE Contract)	From: 11/1/2022	To: 6/30/2023
		SECTION 2 - CO			
expenditure contract greater than, or ec	qual to \$50,000	(Needs Board App	proval)	Amount:	\$159,919
SECTION 3 - 0	COMPLIANC	E WITH POLICY	CH (LOCAL) PURCHAS	ING AUTHORITY	
he Board has approved entering into t	his contract for	political/lobbying	services. 🛛 N/A 🗌	No Yes – Click	here to enter a date.
State of the second s			T REVIEW CHECKLIST		
This contract was previously review	wed by HCDE	attorney (Note that	all templates have been revie	wed by attorney) - S	Skip to Section 5
This contract was NOT previously	reviewed by H	CDE attorney (com	plete fields below)		•
Date I reviewed contract using th			Click here to enter a date.		
	here to select o				
This contract was reviewed by Pure					
This contract was reviewed by Tecl					
This contract was reviewed by Faci			(initials)		
I This contract was reviewed by Faci		(	(initials)		
SECT	ION 5 - REOL	JIRED ACKNOW	LEDGEMENT AND SIGN	ATHORS	
certify to the best of my knowledge that	at the information	on contained in this	LEDGEMENT AND SIGN	nolete I further cer	rtify that the program
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certify to the best of my knowledge than ad all activities related to the program and contract guidelines created to ensu	at the informati 1 will be conduc re accomplishm	on contained in this cted in accordance	s document is correct and con with all applicable federal, s	nolete I further cer	rtify that the program including regulations
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certify to the best of my knowledge that and all activities related to the program and contract guidelines created to ensu an addition, I certify that the Contr will have direct, un will NOT have direct, un will NOT have direct mployee Completing this form Vanie Montes ontract Reviewer: Vendor Packet	tt the information will be conduct re accomplished ractor: nsupervised c rect, unsupervised FOR F C Expenditure C Date: Date: Date:	on contained in this cited in accordance ment of this objectiv ontact with stude vised contact with Date 11/1/2022 PURCHASING DI Vendor Res Grant DILC	s document is correct and con with all applicable federal, si e.  mats on a regular basis.  a students on a regular ba Funding Division Director'  VISION USE ONLY:  UMBER Checklist  Signed by Assistant Super Returned to Division or:_	nplete. I further centrate, and local laws in the second s	Debarred 🗆 Yes 🗆



#### SERVICES AGREEMENT FOR HCDE EXPENDITURES

This Services Agreement ("Agreement") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas 77022, and **4 Ever Clever Learning**, LLC *dba* Sylvan Learning ("Contractor"), located in 9119 Hwy 6 # 240, Missouri City, Texas 77459 for Contractor to provide services to HCDE in accordance with the terms and conditions specified herein.

#### Recitals

HCDE is a political subdivision of the State of Texas, established to promote education in Harris County, Texas. Both HCDE and Contractor desire to set forth in writing the terms and conditions of their agreement. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. <u>Purpose</u>. HCDE agrees to retain Contractor and Contractor agrees to provide services to HCDE as Contractor and to perform the duties and all necessary labor and resources needed to provide the services set forth in Paragraph 3 – Scope of Work. Contractor shall also perform such other related services and duties as are customarily performed by a Contractor in a similar position.

2. <u>Term.</u> This Agreement is for services beginning *November 17, 2022 and ending June 30, 2023* ("Term"). All extensions of this Agreement shall be subject to the terms and conditions specified herein.

**3.** <u>Scope of Work.</u> Exhibit A includes a detailed Scope of Work that sets out the services (hereinafter "Services") Contractor agrees to provide.

4. <u>Independent Contractor Status.</u> It is the intention of the parties that Contractor be an independent contractor and not an employee, agent, joint venturer, or partner of HCDE. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between HCDE and either Contractor or any employee or agent of Contractor. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the Services. Contractor shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by HCDE hereunder and Contractor shall indemnify and hold HCDE harmless in this regard.

5. <u>Review of Progress.</u> Contractor will work to meet all timelines mutually established by Contractor and HCDE. HCDE reserves the right to monitor the progress of Contractor.

6. <u>Changes & Amendments.</u> During the Term of the Agreement (see Paragraph 2), HCDE and Contractor reserve the right to make changes to the Services the Contractor is required to provide pursuant to this Agreement. This Agreement may be amended only by the mutual agreement of the parties, in writing to be attached to and incorporated in this Agreement. All such changes shall be made in writing and agreed to by both parties.

7. <u>Assignment.</u> Neither this Agreement nor any duties or obligations under it shall be assignable by Contractor without the prior written acknowledgement and authorization of HCDE.

8. <u>Compensation</u>. HCDE will pay Contractor an amount not to exceed *\$159,919* for Services provided in Exhibit A. The Contractor will submit an invoice monthly until the contract is completely fulfilled. HCDE is Texas sales and use tax exempt and will not reimburse Contractor for any Texas sales taxes incurred by Contractor. In the event that any payment(s)

Revised 9.1.2021

to Contractor under this Agreement are subsequently disallowed by a state or federal grant awarding agency or in the event that HCDE is required to refund any funding received from a state or federal grant awarding agency relating to Contractor's Work, to the maximum extent permitted by applicable law, Contractor shall repay to HCDE, on demand, the amount of any such disallowed costs and/or refund. HCDE may, in its sole discretion, deduct the amount(s) of any such disallowed costs and/or refund(s) from subsequent payments to Contractor under this Agreement.

9. <u>Intellectual Property</u>. Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.

10. <u>Ownership of Work Product</u>. All work product, including any concepts, products, software, research, reports, studies, data, photographs, negatives, or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this Agreement will be deemed works for hire and the exclusive property of HCDE, the Texas Education Agency, the State of Texas, and/or the federal government, as applicable. Contractor shall deliver all such materials to HCDE upon completion, termination, or cancellation of this Agreement. Any programs, data, or other materials furnished by HCDE for use by Contractor in connection with the Services performed under this Agreement will remain HCDE's property. Any pre-existing programs, data, or other materials furnished and owned by Contractor for use by Contractor in connection with the Services performed under this Agreement will remain HCDE's property. Any pre-existing programs, data, or other materials furnished and owned by Contractor for use by Contractor in connection with the Services performed under this Agreement will remain HCDE's property. Any pre-existing programs, data, or other materials furnished and owned by Contractor for use by Contractor in connection with the Services performed under this Agreement will remain HCDE's property.

11. <u>Professional Services</u>. This Agreement (check applicable box) is / is not for professional services and governed by the Professional Services Procurement Act, TEX. GOV'T CODE Chp. 2254. Contractor represents and warrants that Contractor has demonstrated competence and possesses qualifications to perform the Services and is performing the Services for a fair and reasonable price. Contractor further represents and warrants that the professional fees under the Agreement do not exceed any maximum provided by law.

12. <u>Conflict of Interest.</u> During the Term of Contractor's service to HCDE, Contractor shall not, directly, or indirectly, whether for Contractor's own account or for or with any other person or entity whatsoever, employ, solicit, or endeavor to entice away any person who is employed by HCDE.

13. <u>Criminal History Certification</u>. Contractor 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. <u>Noncompliance or misrepresentation regarding these certifications may be grounds for termination of this Agreement</u>.

14. Indemnity. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS HCDE, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL LIABILITY, LOSS, EXPENSE (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY'S FEES), OR CLAIMS FOR INJURY OR DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT (COLLECTIVELY, "CLAIM") TO THE EXTENT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY CONTRACTOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS.

15. <u>Non-appropriation of funds.</u> The Term of this Agreement is a commitment of HCDE current revenue only. Notwithstanding anything to the contrary in this Agreement, HCDE is obligated to make payments only as approved each year by HCDE's Board of Trustees. HCDE's Board of Trustees retains the right to terminate the Agreement at the expiration of each budget period of HCDE. To the extent that HCDE will use federal grant funds to fulfill its obligations under this Agreement, Contractor acknowledges that federal funds will be used to pay for all or a portion of funds due under this Agreement and that this Agreement is only effective upon receipt of the Notice of Grant Award ("NOGA") by

HCDE from the awarding agency. As such, if HCDE does not receive sufficient funding for the services provided in this Agreement, HCDE may terminate this Agreement without penalty or further obligation to Contractor, at any time upon written notice to Contractor. Services rendered in accordance with this Agreement shall be funded by *Wor kforce Solutions* Adult Education & Literacy services (H-GAC 212-23)

16. <u>Non-Exclusivity</u>. Nothing in this Agreement may be construed to imply that Contractor has the exclusive right to provide HCDE Services. During the Term of this Agreement, HCDE reserves the right to use all available resources to procure other services as needed and doing so will not violate any rights of Contractor.

17. <u>Performance</u>. Contractor agrees that Contractor's Services will be performed with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from HCDE. If Contractor is unable to complete the work in this manner based on the mutually agreed upon time, Contractor shall notify HCDE's Senior Director of the *Adult Education Division, Stephanie Ross* in writing.

**18.** <u>**Termination.**</u> Either party for any reason upon thirty (30) days written notice may terminate this Agreement without cause. HCDE will be responsible for payment for Services that have been accepted by HCDE up to the termination date.

HCDE may, by written notice, immediately terminate this Agreement if Contractor has defaulted in whole or in part, refuses or fails to comply with the provisions of this Agreement, fails to make progress, does not cure such failure after written notice within a reasonable period of time, or fails to perform the Services within the same time period specified or any written extension thereof. In such event, HCDE may obtain comparable Services elsewhere and either deduct the costs of obtaining such Services from any amount owed Contractor or Contractor shall reimburse HCDE for such costs incurred by HCDE.

**19.** <u>Inspection and Acceptance of Service.</u> HCDE reserves the right to inspect the Services provided under this Agreement at all reasonable times and places during the Term. If any of the Services do not conform to the requirements set forth in this Agreement, HCDE may (i) require Contactor to perform the Services again in conformity with such requirements, with no additional charge to HCDE; or (ii) equitably reduce payment due Contractor to reflect the reduced value of the Services performed. These remedies do not limit other remedies available to HCDE in this Agreement or otherwise available by law.

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

**21.** <u>Insurance.</u> Unless an appropriate HCDE representative agrees to waive the requirements by initialing the designated space near the signature block below, Contractor shall comply with all of HCDE's insurance requirements. Contractor shall provide Certificates of Insurance evidencing the Insurance Requirements prior to the start of work. Contractor shall maintain insurance coverage in the amounts specified by HCDE. Certificates of Insurance on the current ACORD form shall be issued to HCDE showing all required insurance coverage.

22. <u>Force Majeure</u>. 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. <u>Notice.</u> 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. <u>Governing Law and Venue</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflicts of law's provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be a court of competent jurisdiction in Harris County, Texas.

25. <u>No Waiver of HCDE's Immunity</u>. The execution of this Agreement and the performance of HCDE of any of its obligations hereunder are not, and are not intended to waive or relinquish, and HCDE shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to HCDE, its trustees, officers, employees, or agents under federal or Texas laws.

26. Entire Agreement. The Agreement, the procurement solicitation issued by HCDE, RFP # 23/003EJ, Contractor's proposal submitted in response to HCDE's procurement solicitation, and the attached and incorporated addendum, exhibits, and documents/forms contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supercede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between this Agreement and the procurement solicitation issued by HCDE or Contractor's proposal submitted in response to HCDE's procurement solicitation, this Agreement shall control. In the event of a conflict between the procurement solicitation shall control. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto, and which may be issued by Contractor after the Effective Date of this Agreement.

27. <u>Severability</u>. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

28. Debarment and Suspension. Pursuant to Executive Orders 12549 and 12689, a contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235). "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. When federal funds are expended by HCDE under this Agreement, Contractor certifies that during the term of this Agreement, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Contractor shall immediately provide written notice to HCDE if at any time Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. HCDE may rely upon Contractor's certification that Contractor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless HCDE knows the certification is erroneous.

**29.** <u>Invoices.</u> Contractor is required to submit original invoices to the HCDE Business Office ATTN: Accounts Payable. The invoices can be mailed through the postal service to HCDE Business Office ATTN: Accounts Payable, 6300 Irvington Boulevard, Houston, Texas 77022, or emailed to <u>accountspayable@hcde-texas.org</u>.

The invoices should include the following:

- I. Date of invoice
- 2. Period of service
- 3. List of services provided
- 4. Location where services were provided
- 5. Invoice number
- 6. Contact information
- 7. Deliverables under the contract
- 8. Certification of service provided through a signature by company representative

Contractor is required to submit to HCDE a completed IRS Form W-9. Criminal History Certification, Felony Conviction Notice, Conflict of Interest Questionnaire, and any other forms required of HCDE before payment is renclered. Payment to Contractor shall be made only after Services are performed and not before. Advance payment to Contractor is strictly prohibited.

Contractor shall submit invoices within a timely manner during HCDE's fiscal year in which the good(s) and/or services are purchased. In accordance with Texas Government Code § 2251.021, payments are due to Contractor within forty-five (45) days after the later of the following: (1) the date HCDE receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date HCDE receives an invoice for the goods or service. Contractor agrees to pay any subcontractors, if any, the appropriate share of the payment received from HCDE not later than the tenth (10th) day after the date Contractor receives the payment from HCDE. The exceptions to payments made by HCDE and/or Contractor listed in Texas Government Code § 2251.002 shall apply to this Agreement.

Failure to send the invoices to the Accounts Payable Office will delay payment. Contractor certifies that no work has been performed before the effective date of this Agreement. Invoices submitted by Contractor for work performed prior to the effective date of the Agreement may not be honored by HCDE, in HCDE's sole discretion.

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

**30.** <u>Compliance with Applicable Laws.</u> Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable, including, but not limited to the Education Department General Administrative Regulations ("EDGAR"), 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81. If applicable, Contractor certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances as detailed in HCDE's Certifications form, "Required Contract Provisions for Non-Federal Entity Contracts under Federal Awards – Appendix II to 2 CFR Part 200," which is incorporated by reference herein. Contractor further certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances with all applicable provisions, laws, acts, regulations, rules, and ordinance with all applicable provisions, laws, acts, regulations, rules, and ordinance with all applicable provisions, laws, acts, regulations, rules, and ordinance with all applicable provisions, laws, acts, regulations, rules, and ordinance with all applicable provisions, laws, acts, regulations, rules, and ordinance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including those reference in any HCDE vendor packet completed by Contractor, which is incorporated by reference herein.

31. <u>Confidential Data of HCDE</u>. In the course of performing duties under this Agreement, Contractor m ay view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and school districts being served by HCDE and employees of HCDE. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of HCDE, either during the Term of this Agreement or after such Term.

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

Contractor further acknowledges that to the extent Contractor receives confidential student information during the performance of duties under this Agreement, Contractor is considered a "school official" in accordance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and shall not disclose confidential student information or education records.

**32.** <u>Warranties.</u> All goods and/or services provided by Contractor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of HCDE's acceptance of the product and/or service or payment of the applicable invoice. Contractor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by HCDE. In addition, Contractor warrants that goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Contractor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the solicitation procurement.

In witness whereof, HCDE and Contractor have executed this Agreement to be effective on the date specified in Term above:

#### 4 Ever Clever Learning, LLC dba Sylvan Learning

By: (Signature) Deirdre S. Williams Managing Partner 9119 Hwy 6 # 240 Missouri City, TX 77459 832-665-8308 4evercleverlearning@gmail.com

#### Harris County Department of Education

By: \_\_\_\_\_\_ (Signature) Jesus Amezcua, Ph.D., CPA, RTSBA Assistant Superintendent –Business Services 6300 Irvington Blvd Houston, TX 77022-5618 713-696-1371 713-696-0740
# EXHIBIT A SCOPE OF WORK

Contractor	HCDE
Services/Obligations/Deadlines/Deliverables	Obligations (If any – payment terms already addressed in contract)
<b>Description</b> : Services below provided for the Family Math Initiative Grant	HCDE will provide technical support and call center triage abilities by utilizing staff: Project Manager, Instructional Coaches, and general clerks
Meet the expected benchmark of service of 400 participants a month and 4,800 30-minute sessions	HCDE will input data into TWC Teams
annually.	HCDE will share data with Sylvan learning Center
Invoice monthly for every 30-minute session at \$30.00 per segment not to exceed 5,330 sessions	HCDE will monitor classes
within the grant cycle.	HCDE will submit quarterly reports to TWC
Provide a point of contact for monthly touch base meetings	HCDE will assist in monitoring progress, solving problems, and adapting to learning plan strategies as
Provide twenty part-time, rotating Sylvan Learning Center certified teachers for 12 months with a mix of English and Spanish speaking teachers (between the hours of 7:00 a.m. to 10:00 p.m.)	the appropriate approach
Provide an assessment to each participant outlining strengths and gaps, support from certified teachers, and timely response from initial contact, will encourage some participants to access more than one 30-minute session.	
Teachers will use the assessment results to assist clients when they are making their Individual Learning Plan (ILP)	
Provide peer-to-Peer Virtual Whiteboard or Other Technology The teachers will use the Zoom platform to deliver instruction during each session.	
Track and provide required data of the contacts with each participant	
Provide Zoom Package with ten licenses with unlimited editable whiteboards	
Maintain a meets standard on the client satisfaction survey	4 <u>5</u>
The Contractor will submit an invoice monthly until the contract is completely fulfilled.	

# HARRIS COUNTY DEPARTMENT OF EDUCATION

# under Section 13 of the contract Ch. 22 Criminal History Records Contractor Certification: Contractor/Subcontractor Employees

**Background:** Texas Education Code Chapter 22 requires that criminal history records be obtained regarding covered employees of entities that contract with school districts ("Contractors") and entities that contract with school district contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors shall (1) complete this form certifying compliance with the requirements of Texas Education Code Chapter 22 to HCDE; and (2) provide a copy of this form to each subcontractor for completion certifying compliance with the requirements of Texas Education Code Chapter 22 to HCDE; and Contractor.

# Criminal history records will be obtained by either the Contractor/Subcontractor or HCDE, as follows:

- (1) <u>Contractor/Subcontractor</u>: Pursuant to guidance from the Texas Education Agency, the only contractors/subcontractors who will be granted access to fingerprint criminal history are those who qualify for access under the National Child Protection Act (NCPA), specifically, those contractors/subcontractors who provide "care or care placement services" and are based in Texas. All entities qualifying for access under the NCPA are required to obtain their covered employees' criminal histories, certify compliance to HCDE (and, in the case of a Subcontractor, certify compliance to Contractor and HCDE), and obtain similar certifications from their subcontractors. For more information or to set up an account, a contractor/subcontractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.
- (2) <u>HCDE</u>: All entities who do <u>not</u> qualify for access to fingerprint criminal history under the NCPA (in other words, all contractors/subcontractors who do not provide "care or care placement services" or are not based in Texas) are required to follow the instructions listed below, so that HCDE may obtain their covered employees' criminal histories, as applicable. <u>Contractor/Subcontractor is responsible for the payment of all fingerprinting costs.</u> <u>Should HCDE pay any costs of fingerprinting Contractor/Subcontractor fails to reimburse HCDE for the costs of fingerprinting Contractor agrees that HCDE may deduct such costs from any payment due and owing by HCDE to Contractor.</u>

# **Definitions:**

<u>Covered employees</u>: Employees of a contractor/subcontractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. HCDE will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

<u>Continuing duties related to contracted services:</u> Work duties that are performed pursuant to a contract to provide services to a school entity on a regular, repeated basis rather than infrequently or one-time only. *See* 19 TEX. ADMIN. CODE §153.1101(2).

Direct contact with students: The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial opportunity for unsupervised interaction with a student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial opportunity for unsupervised contact with students, which might include, without limitation, the provision of coaching, tutoring, or other services to students. *See* 19 TEX. ADMIN. CODE §153.1101(7).

<u>Public Works Exception to Covered Employees</u>: Covered employees do <u>not</u> include employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work if: (1) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; (2) the employee's duties will be completed more than seven (7) days before a new instructional facility will be used for instruction; or (3) for an existing instructional facility, the work area contains sanitary facilities separated from all areas used by students by a fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiti ng employees and any subcontractor's employees from interacting with students or entering areas used by students.

# Disqualifying criminal history:

- For employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work: (1) a conviction or other criminal history information designated by HCDE; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.08341(d), that is: conviction during the preceding 30 years (if at the time of the offense, the victim was under 18 or was enrolled in a public school) of: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).
- For employees of all other contracting or subcontracting entities: (1) a conviction or other criminal history information designated by HCDE; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: (a) conviction of a felony offense under Title 5, Texas Penal Code if at the time of the offense, the victim was under 18; (b) conviction of or placement on deferred adjudication community supervision for an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) conviction of an offense under federal law or the laws of another state that is equivalent to (a) or (b).

Types of Criminal History Record Information:

- For employees hired by Contractor/Subcontractor before January 1, 2008—Any law enforcement or criminal justice agency.
- For employees hired by Contractor/Subcontractor on or after January 1, 2008—National criminal history information from the Texas Department of Public Safety criminal history clearinghouse.

On behalf of <u>4 Ever Clever Learning</u> ("Contractor/Subcontractor"), I, the undersigned authorized signatory for Contractor/Subcontractor, certify to Harris County Department of Education ("HCDE") (and, in the case of a Subcontractor, certify to Contractor and HCDE) that [check one]:

None of the employees of Contractor/Subcontractor are *covered employees*, as defined above. If this box is checked, I further certify that Contractor/Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor/Subcontractor will maintain these precautions or conditions throughout the time the contracted services are provided. If HCDE, in its sole discretion, determines that employees of Contractor/Subcontractor are *covered employees*, as defined above, Contractor/Subcontractor will provide HCDE with the name, date of birth, and any other requested information of such covered employees so that HCDE may obtain criminal history record information on the covered employees, upon request of HCDE.

Or

[] **Some or all of the employees** of Contractor/Subcontractor are *covered employees*, and Contractor/Subcontractor qualifies for access to fingerprint criminal history under the National Child Protection Act. If this box is checked, I further certify that:

- (1) Contractor/Subcontractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor/Subcontractor receives information that a covered employee subsequently has a reported criminal history, Contractor/Subcontractor will immediately remove the covered employee from contract duties and notify HCDE in writing within 3 business days.
- (3) Upon request, Contractor/Subcontractor will provide HCDE with the name, date of birth, and any other requested information of covered employees so that HCDE may obtain criminal history record information on the covered employees.
- Or
- [] **Some or all of the employees** of Contractor/Subcontractor are *covered employees*, and Contractor/Subcontractor does <u>not</u> qualify for access to fingerprint criminal history under the National Child Protection Act. If this box is checked, I further certify that:
  - (1)For all covered employees hired by Contractor/Subcontractor before January 1, 2008, Contractor/Subcontractor has obtained all required criminal history record information. None of the covered employees has a disqualifying criminal history. If Contractor/Subcontractor receives information that a covered employee subsequently has a reported criminal history, Contractor/Subcontractor will immediately remove the covered employee from contract duties and notify HCDE in writing within 3 business days. Upon request, Contractor/Subcontractor will provide HCDE with the name, date of birth, and any other requested information of covered employees so that HCDE may obtain criminal history record information on the covered employees.
  - (2) For each covered employee hired by Contractor/Subcontractor on or after January 1, 2008, Contractor/Subcontractor has attached a separate page(s) listing the following information regarding each covered employee, so that HCDE may obtain the covered employees' criminal history record information: (a) Full name (first, middle, and last); and (b) Date of birth.
  - (3)Contractor/Subcontractor shall provide <u>HCDE's "Texas Fingerprint Service Code Form"</u> document to all covered employees and ensure that they schedule fingerprinting appointments in a timely manner. Any covered employee whose criminal history record information is not received by HCDE at least ten (10) HCDE business days prior to the start of the services to be performed by Contractor/Subcontractor at HCDE is subject to exclusion from service, in HCDE's sole discretion, until his or her criminal history record information can be obtained and reviewed by HCDE. <u>Contractor/Subcontractor is responsible for the payment of all fingerprinting costs.</u> In accordance with the Texas Education Agency guidance, because Contractor/Subcontractor does not qualify for access to fingerprint criminal history under the NCPA, it will not be permitted to view the criminal history record information from DPS.
  - (4)Contractor/Subcontractor agrees that HCDE will review each covered employee's criminal history record information, together with the employee's qualifications, background, and experience, based on information gathered by HCDE through the procurement and/or contracting processes, to determine, in HCDE's sole discretion, whether any covered employee(s) should be prohibited from serving at HCDE. HCDE will notify Contractor/Subcontractor of its determination.
  - (5) If HCDE at any time receives information that a covered employee subsequently has a reported disqualifying criminal history or should be prohibited from serving at HCDE, in HCDE's sole discretion, for any other reason, including, but not limited to, the employee's qualifications, background, and experience, based on information gathered by HCDE through the procurement and/or contracting processes, HCDE will notify Contractor/Subcontractor of its determination. Contractor/Subcontractor will immediately remove the covered employee from contract duties.

If HCDE, in its sole discretion, objects to the assignment of a covered employee for any reason, including, but not limited to, on the basis of the covered employee's criminal history record information and/or insufficient qualifications, lack of experience, and the like, based on information gathered by HCDE through the procurement and/or contracting processes, Contractor/Subcontractor agrees to discontinue using that covered employee to provide services at HCDE.

# HARRIS COUNTY DEPARTMENT OF EDUCATION

# Ch. 22 Contractor/Subcontractor Certification Form under Section 13 of the contract

I also certify to HCDE (and, in the case of a Subcontractor, certify to Contractor and HCDE) on behalf of Contractor/Subcontractor that Contractor/Subcontractor has required its subcontractors to comply with Texas Education Code, Chapter 22 and obtained certifications from its subcontractors of such compliance. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

# List of Covered Employees

Name (First, Midd	lle, Last Name)	Date of Birth	Date of Birth		
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U.	Managing Par	tner 10/31/2022			
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/endor Signature	Title	Date			

\*\*\* Upon contract award and/or initiation of PO/contract from HCDE, the winning proposer/Contractor will be provided HCDE's service code form to have its and its subcontractors' covered employees fingerprinted.



# HCDE's "Texas Fingerprint Service Code Form"



IdentoGO

Local Education Entities - Harris County Departm

Texas Fingerprint Service Code Form

Service Name: Local Education Entities - Harris County Department of
To schedule your ten-minute fingerprint appointment, simply visit https://uenroll.identogo.com and enter the following Service Code
11 <b>FJ5</b> N
then prompted, please provide or enter the following Agency Number TX922641Z
ackground Check Waiver
ertify that all information I provided in relation to this criminal history record check is true and curate. Lauthorize the Texas Department of Public Safety (DPS) to access Texas and Federal minal history record information that pertains to me and disseminate that information to the signated Authorized Agency or Qualified Entity with which I am carn seeking to be employed or to be as volunteer, through the DPS Fingerprint-based Applicant Clearinghouse of Texas and as thorized by Texas Government Opde Chapter 411 and any other applicable state or federal statust policy. Unterstand the PBI for the purpose of comparing the submitted information to available records in ormation to the FBI for the purpose of comparing the submitted information to available records in ormation to the FBI for the purpose of comparing the submitted information is being submitted. I densitied that the FBI may be relevant to the DPS during the processing of this application and for long hereafter as may be relevant to the activity for which this application is being submitted. I idensite the FBI may also retain my fingerprints and other application will be subject to imparisons against other submissions received by the FBI and d further disseminations by the FBI may be authorized onder the Privacy Act of 1974 (5 USC 552a). Funderstand my fingerprints will be subject to imparison against civil, criminal and latent fingerprints in the Next Generation Identication is made by a Qualified Entity. I also understand the Qualified Entity may deny me access to children, the elder individuals with disabilities until the criminal history record check and allenge the accuracy and completeness of the information before a final determination is made by a Qualified text of a vertice of the criminal history record check is and allenge the FBI record response. You may contact the agency that submitted the information to the QU Class and as averted by and against civil, criminal history record check is completed. If a need anses to the fIP record respons

Don't have access to the Internet? You can still schedule an appointment by calling 838,467,2080

# ADDENDUM TO SERVICES AGREEMENT FOR ADULT EDUCATION

THIS ADDENDUM to Master Agreement ("Addendum") shall amend, supplement, modify, delete and replace by substitution (or where applicable, be inserted as) the indicated provisions of the Agreement. Wherever the terms hereof are inconsistent with the Agreement, the terms hereof shall be controlling.

# SUPPLEMENTARY TERMS OF AGREEMENT

# 1. Contract.

A. This Addendum between HCDE and 4 Ever Clever Learning, LLC *dba* Sylvan Learning ("Contractor") is entered into in support of the Workforce Solutions Adult Education and Literacy Contract between Houston-Galveston Area Council (H-GAC) and HCDE for the period *November 1, 2022 through June 30, 2023* ("Prime Contract"). The H-GAC contract number is *212-23*.

B. The Parties agree that their performance under this Addendum shall comply with the requirements of the Prime Contract at all times and that, in the event of a conflict between this Addendum and the requirements of the Prime Contract, the requirements of the Prime Contract shall control.

C. Contractor agrees that the mutual obligations of the Parties created by the Prime Contract constitute a contract between Contractor and H-GAC with respect to the matters covered in the Prime Contract.

D. The Parties agree that the recitation of any provision of the Prime Contract in this Addendum, as required by the Prime Contract, shall in no way affect those provisions of the Prime Contract not recited herein or constitute a waiver thereof by either Party.

- E. Contractor acknowledges that HCDE has entered into the Prime Contract with H-GAC, attached as Exhibit A, and incorporated by reference herein. Contractor shall strictly comply with all Prime Contract requirements and all applicable flow-down, referenced, and incorporated provisions therein and shall cooperate with HCDE in fulfillment of HCDE's obligations under the Prime Contract. See Exhibit A. Federal grant funds will be used to pay for all or a portion of funds due under this Addendum. As such, if HCDE does not receive sufficient funding for the services provided in this Addendum or if H-GAC terminates, in whole or in part, or decreases the funding amount in the Prime Contract, HCDE may terminate this Addendum/Agreement without penalty or further obligation to Contractor, at any time upon written notice to Contractor. Contractor's completed HCDE Vendor Packet, including all federal certifications included therein, is incorporated herein by reference.
- F. Definitions. As used in the clauses referenced below and otherwise in this Addendum:
  - 1. "Work" means the doing of all things described in, and all tasks reasonably related to the work and services required by this Addendum, whether completed or partially completed, and includes all skill, labor, materials and supplies, resources, supervision, equipment, services, all things necessary, proper, or incidental to the carrying out and completion of the terms of this Addendum, and all other items of cost or value needed to perform and fulfill Contractor's obligations under this Addendum.
  - 2. "Government" means the federal government entity established by the United States Constitution, including any part or sub-part of the legislative, executive, or judicial branches thereof.

- 3. "Program Officer" means the H-GAC staff member responsible for monitoring the completion of Work and technical performance of the projects or activities described in the Program Narrative Statement.
- 4. "H-GAC Grants Officer" means the H-GAC official that has the full authority to negotiate, administer, and execute all terms and conditions of the Prime Contract in concurrence with the Program Officer.
- 5. "Data" means recorded information, regardless of form or the media on which it may be recorded.
- 6. "Research Data" means the recorded factual material (excluding physical objects, such as laboratory samples) commonly accepted in the scientific community as necessary to validate research findings, and excludes preliminary analyses; drafts of scientific papers; plans for future research; peer reviews; communications with colleagues; trade secrets; commercial information; materials necessary that a researcher must hold confidential until they are published, or similar information which is protected under law; and personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.
- 7. "Subcontractor" means a person or entity that has a direct contract with Contractor to perform a portion of the Work. The term "Subcontractor" is referred to throughout the Addendum as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a person or entity that has a direct contract with HCDE.
- 8. "Subcontract" means a direct contract between Contractor and a Subcontractor to perform a portion of the Work and does not include any contract to which HCDE is a party.
- "Forced Labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 10. "Private Entity" means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. 175.25 and includes a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. 175.25(b), and a for-profit organization.
- 11. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at Section 103 of the Trafficking Victims Protection Act of 2000 ("TVPA"), as amended (22 U.S.C. § 7102).

### 2. Scope of Work.

Contractor will perform the Scope of Work outlined in Exhibit A.

# 3. Access to Records.

Contractor shall retain financial records, supporting documents, statistical records, and all other records pertinent to this Addendum for a period of no less than seven (7) years from the last day of the Term. The only exceptions to the aforementioned records retention requirements are the following:

- 1. If any litigation, claim, negotiation, dispute, or audit is started before the expiration of the sevenyear period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven-year period, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.
- 2. Records for real property and equipment acquired with Federal funds shall be retained for three (3) years after final disposition.
- 3. The H-GAC Grants Officer may direct Contractor to transfer certain records to H-GAC custody when he or she determines that the records possess long term retention value. However, in order to avoid duplicate recordkeeping, the H-GAC Grants Officer may make arrangements for Contractor to retain any records that are continuously needed for joint use.

A. H-GAC, the Inspector General, Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of Contractor that are pertinent to this Addendum, in order to make audits, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to Contractor's personnel for the purpose of interview and discussion related to such documents. The rights of access provided for in this Addendum are not limited to the required retention period, but shall last as long as the records are retained.

B. With respect to subcontracts under this Addendum, H-GAC shall retain the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending H-GAC funds. Contractor agrees to include in any subcontract made under this Addendum the requirements of this Article.

# 4. Copyright, Patent Rights, and Data Rights.

The Texas Workforce Commission and HGAC reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state, federal or H-GAC purposes:

- 1. The copyright of all maps, data, reports, research or other work developed under this Addendum; and
- 2. Any copyrights or rights to use copyrighted material which the ESC purchases with funding under this Addendum.

All data, reports and research developed under this Addendum shall become property of H-GAC. All such data and material shall be furnished to HGAC upon request.

# 5. Trafficking in Persons.

A. As used in this Article, "Employee" means either: (1) an individual employed by Contractor or by a Subcontractor under this Addendum who is engaged in the performance of the Work under this Addendum; or (2) another person engaged in the performance of the Work under this Addendum and not compensated by Contractor or by a Subcontractor under this Addendum including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

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B. If Contractor is a Private Entity, Contractor, an Employee of Contractor, a Subcontractor under this Addendum, and an Employee of a Subcontractor under this Addendum may not:

- 1. Engage in severe forms of trafficking in persons during the period of time that this A ddendum is in effect;
- 2. Procure a commercial sex act during the period of time that this Addendum is in effect; or
- 3. Use forced labor in the performance of this Addendum or subcontracts under this Addendum.

C. HCDE may immediately and unilaterally terminate this Addendum, without penalty, if Contractor or a Subcontractor under this Addendum that is a Private Entity:

- 1. Is determined to have violated a prohibition in paragraph B of this Article; or
- 2. Has an employee who is determined to have violated a prohibition in paragraph B of this Article through conduct that is either:
  - a. Associated with performance under this Addendum; or
  - b. Imputed to Contractor or to a Subcontractor under this Addendum using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by the Department of Labor at 2 C.F.R. Part 2998.

D. If Contractor is other than a Private Entity, HCDE may immediately and unilaterally terminate this Addendum, without penalty, if a Subcontractor under this Addendum that is a Private Entity:

- 1. Is determined to have violated an applicable provision in paragraph B of this Article; or
- 2. Has an employee who is determined to have violated an applicable prohibition in paragraph B of this Article through conduct that is either:
  - a. Associated with performance under this Addendum; or
  - b. Imputed to a Subcontractor under this Addendum using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by the Department of Labor at 2 C.F.R. Part 2998.

E. Regardless of whether Contractor and a Subcontractor under this Addendum is a Private Entity, Contractor and a Subcontractor under this Addendum must inform HCDE immediately of any information Contractor or a Subcontractor under this Addendum receives from any source alleging a violation of a prohibition in paragraph B of this Article.

- F. HCDE's right to terminate unilaterally under this Article:
  - 1. Implements section 106(g) of the Trafficking Victimes Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)); and
  - 2. Is in addition to all other remedies for noncompliance that are available to HCDE under this Addendum.

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G. Contractor and a Subcontractor under this Addendum must include the requirements of paragraph B of this Article in any subcontract to this Addendum that Contractor or a Subcontractor under this Addendum makes with a Private Entity.

# 6. Nondiscrimination.

A. Contractor agrees not to discriminate against any of Contractor's employees or applicants for employment because of race, color, national origin, sex, religion, age, or handicap.

B. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352; 42 U.S.C. 2000d-1) and hereby assures HCDE of Contractor's compliance with Title VI of the Civil R ights Act of 1964. Contractor shall obtain from each organization that applies to be or serves as a Subcontractor under this Addendum (for other than the provision of commercially available supplies, materials, or equi pment or general support services) an Assurance of Compliance with Title VI of the Civil Rights Act of 1964. Civil Rights Act assurances may be filed with Contractor in one of two ways:

- 1. By written notification that the appropriate Assurance of Compliance form has been executed and filed either with H-GAC or the U.S. Department of Health and Human Services; or
- 2. Contractor shall obtain assurances pursuant to Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), from any Subcontractor under this Addendum by incorporating into the subcontract a provision that acceptance of the subcontract constitutes assurance.

C. Contractor agrees to comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) as implemented by the Department of Health and Human Service regulations at 45 CFR 90. In the event Contractor passes on H-GAC financial assistance to any Subcontractor under this Addendum, this provision shall apply to any such Subcontractor, and the instrument under which the Federal financial assistance is passed to any such Subcontractor shall contain a provision identical to this provision.

D. Contractor agrees to comply with all applicable laws, rules, and regulations, including without limitation, Title IX, Title VII. Clean Air Act, Federal Water Pollution Act, et al. Contractor further agrees to comply with E.O. 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964–1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." In the event Contractor passes on H-GAC financial assistance to any Subcontractor under this Addendum, this provision shall apply to any such Subcontractor, and the instrument under which the Federal financial assistance is passed to any such Subcontractor shall contain a provision identical to this provision.

# 7. Changes & Amendments.

Contractor shall, at the request of HCDE, accept changes and amendments to this Addendum to incorporate additional provisions herein or to change provisions hereof, as HCDE may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract. If any such amendment to this Addendum causes an increase or decrease in the estimated cost of, or the time required for performance of any part of the Work under this Addendum, HCDE and Contractor will use their best efforts to mutually agree upon an equitable adjustment.

# 8. Debarment and Suspension.

Contractor agrees that any subcontract under this Addendum that is expected to equal or exceed \$25,000, or is otherwise covered under 2 CFR 180.220, shall not be made to parties listed on the Government-wide

Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

# 9. Termination.

A. In the event that the Prime Contract is terminated, HCDE may immediately terminate this Addendum, by written notice to Contractor. Upon such termination, HCDE will be responsible for payment to Contractor of costs incurred prior to such termination only to the extent those costs are included in the final payment received by HCDE from H-GAC.

B. HCDE's right to terminate under this Article is in addition to all other remedies for noncompliance that are available to HCDE under this Addendum or provided by law or equity.

C. Contractor must submit a final invoice to HCDE within thirty days after the termination date.

# 10. No Third Party Beneficiary.

A third party beneficiary is a person who, although not a party to the contract, stands to benefit from the contract's performance. With the sole exception of the Government and H-GAC, neither this Addendum, nor any term or provisions hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not a signatory hereto.

# 11. Ownership/Protection of HCDE's Confidential Information.

A. To assist Contractor in the performance of Contractor's duties and Scope of Work, HCDE agrees to provide to Contractor training regarding HCDE's business methods and access to certain confidential and proprietary information and materials belonging to HCDE and/or to vendors of HCDE and/or participants in HCDE's programs or services (hereinafter "vendors and/or participants"). Such confidential and proprietary information and materials (collectively "Confidential Information") includes, without limitation and regardless of whether such information or materials is expressly identified as confidential or proprietary, the following: proposals, employee information, customer lists, vendor lists and relationships, participants lists, marketing strategies, certain financial information relating to HCDE or vendors and/or participants; plans of HCDE or vendors and/or participants; and other trade secrets and valuable, confidential information of HCDE or vendors and/or participants.

B. Contractor understands and agrees that all Confidential Information and every portion thereof constitutes valuable property of HCDE and/or vendors and/or participants, and Contractor further acknowledges the importance of maintaining the security and confidentiality of the Confidential Information.

C. Contractor agrees to keep the Confidential Information, and all documentation, access, and information relating thereto, strictly confidential. Specifically, Contractor agrees that, except as required for the conduct of HCDE's business or as expressly authorized in writing by HCDE, or as may be required by law or court order, Contractor:

(1) will not disclose or provide access to Confidential Information to any third party;

- (2) will not copy Confidential Information for any reason;
- (3) will not remove Confidential Information from HCDE's premises;

- (4) will return to HCDE all Confidential Information in Contractor's possession upon completion of any Work for HCDE requiring Contractor to have access to such Confidential Information; and
- (5) return to HCDE all Confidential Information upon the termination of Contractor's relationship with HCDE for any reason.
- D. The terms and conditions of this Article shall survive the termination of this Addendum.

# 12. Compliance with Laws.

Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. Contractor certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances, including those referenced in any HCDE vendor packet completed by Contractor, which is incorporated by reference herein.

# 13. Safety Protocols

In light of the COVID-19 pandemic, the parties agree to cooperate to implement safety protocols in accordance with local, state, and federal guidelines for reducing the spread of the disease, including, but not limited to, guidelines published by the U.S. Center for Disease Control ("CDC") and the Governor of the State of Texas. The parties agree that all classes will be held online until further notice, as determined by HCDE in its sole discretion. The parties agree to provide soap and water, hand sanitizer, and disposable wipes at all locations used in connection with this Agreement and to encourage students and staff to engage in proper social distancing tactics, including maintaining physical distances from others and wearing masks or facial protection where necessary or recommended. Contractor agrees to sanitize and disinfect all locations used in connection with this Addendum at the end of each day that such location is used, including common areas. This section shall be in effect until the parties agree in writing that such measures are no longer necessary or recommended. The parties may modify or abolish these safety protocols upon written agreement of the parties at any time.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

# Harris County Department of Education

By:

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

# 4 Ever Clever Learning, LLC dba Sylvan Learning

DSW Bv:

> Dr. Deirdre S. Williams Managing Partner

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Regular Board Meeting	g		7.5.
Meeting Date:	November 16, 2022		
Title:	Schools Division: Houston ISD Nutri	tion Services: ABS East	and ABS West
Submitted For:	Charles Ned, Schools	Submitted By:	Denise Alamos
Recommended Action	: Approve	HCDE Goal(s):	<ol> <li>Impact</li> <li>education/respond</li> <li>to evolving needs</li> <li>Deliver value</li> <li>responsibly</li> </ol>
Additional Resource Personnel:	Jonathan Parker, Dr. Charles Ned, Edna Johnson, Kendra Jackson, Jesus Amezcua	Facilities/Technology Approval Needed?:	None

# Information

# Posted Agenda Item:

Ratification of interlocal agreement for FY 2023 in the aggregate amount of \$250,000 with Houston ISD-Nutrition Services to provide breakfast and lunch for ABS East and ABS West for the period of 08/22/2022 through 08/21/2023. (A budget amendment to increase revenues and expenditures is included in the agenda.)

# Subject:

Consider Approval of the agreement for FY 2023 in the aggregate amount of \$250,000 with Houston ISD-Nutrition Services to provide breakfast and lunch for ABS East and ABS West for the period of August 22, 2022, to August 21, 2023.

# Rationale:

HISD will provide breakfast and lunch for the ABS East and ABS West campuses in the amount of \$250,000.

	Fiscal Impact				
Included in FY budget Y/N::	Y				
Included in current budget amendment:: N					
	Attachments				
Houston ISD Nutrition Services					
	Form Review				
Inbox	Reviewed By	Date			
Purchasing	Edna Johnson	11/01/2022 09:01 AM			
Purchasing Director	Kendra Jackson	11/02/2022 11:48 AM			
Assistant Superintendent - Business	Jesus Amezcua	11/03/2022 01:04 PM			
Form Started By: Denise Alamos		Started On: 10/28/2022 08:43 AM			
Final Approval Date: 11/03/2022					

### SERVICES AGREEMENT FOR HCDE EXPENDITURES

This Services Agreement ("Agreement") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas 77022, and <u>Houston Independent</u> <u>School District ("HISD"), located in 4400 West 18<sup>th</sup> St. Houston, Texas 77092</u>, 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.** <u>**Purpose.**</u> 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. <u>Term.</u> This Agreement is for services beginning <u>August 22, 2022</u> and ending <u>August 21, 2023</u> ("Term"). All extensions of this Agreement shall be subject to the terms and conditions specified herein.

**3.** <u>Scope of Work.</u> Exhibit A includes a detailed Scope of Work that sets out the services (hereinafter "Services") HISD agrees to provide.

4. <u>Independent Contractor Status.</u> 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. <u>Review of Progress.</u> HISD will work to meet all timelines mutually established by HISD and HCDE. HCDE reserves the right to monitor the progress of HISD.

6. <u>Changes & Amendments.</u> 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. <u>Assignment</u>. Neither this Agreement nor any duties or obligations under it shall be assignable by HISD without the prior written acknowledgement and authorization of HCDE.

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8. <u>Compensation.</u> HCDE will pay HISD an amount not to <u>exceed \$250,000 according to the rate per</u> <u>breakfast and lunch provided in Exhibit A</u>. HISD will invoice HCDE periodically throughout the Term of the Agreement in accordance with Section 29 of this Agreement. HCDE is Texas sales and use tax exempt and will not reimburse HISD for any Texas sales taxes incurred by HISD. In the event that any payment(s) to HISD under this Agreement are subsequently disallowed by a state or federal grant awarding agency or in the event that HCDE is required to refund any funding received from a state or federal grant awarding agency relating to HISD's Work, to the maximum extent permitted by applicable law, HISD shall repay to HCDE, on demand, the amount of any such disallowed costs and/or refund. HCDE may, in its sole discretion, deduct the amount(s) of any such disallowed costs and/or refund(s) from subsequent payments to HISD under this Agreement.

9. <u>Intellectual Property</u>. HISD represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.

10. Ownership of Work Product. Intentionally Deleted.

**11.** <u>Professional Services.</u> This Agreement 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.** <u>**Criminal History Certification.**</u> HISD 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 Agreement.

14. Indemnity. ONLY TO THE EXTENT PERMITTED BY LAW, AND WITHOUT WAIVER OF ANY IMMUNITIES, HISD SHALL INDEMNIFY AND HOLD HARMLESS HCDE, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL LIABILITY, LOSS, EXPENSE (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY'S FEES), OR CLAIMS FOR INJURY OR DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT (COLLECTIVELY, "CLAIM") TO THE EXTENT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY HISD, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS.

**ONLY** TO THE EXTENT PERMITTED BY LAW, AND WITHOUT WAIVER OF ANY IMMUNITIES. HCDE SHALL INDEMNIFY AND HOLD HARMLESS HISD, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL LIABILITY, LOSS, EXPENSE (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY'S FEES). OR CLAIMS FOR INJURY OR DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT (COLLECTIVELY, "CLAIM") TO THE EXTENT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY HCDE, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS.

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**15.** <u>Non-appropriation of funds.</u> The Term of this Agreement is a commitment of the parties' current revenues only. Notwithstanding anything to the contrary in this Agreement, HISD and HCDE are obligated to make payments only as approved each year by HISD and HCDE's 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 ("NOGA") by 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 HCDE for services rendered shall be allocated as follows: 100% funded by fee for services.</u>

**16.** <u>Non-Exclusivity</u>. Nothing in this Agreement may be construed to imply that HISD has the exclusive right to provide HCDE Services. During the Term of this Agreement, HCDE reserves the right to use all available resources to procure other services as needed and doing so will not violate any rights of HISD.

17. <u>Performance.</u> 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 HCDE. If HISD is unable to complete the work in this manner based on the mutually agreed upon time, HISD shall notify HCDE's <u>Senior Director of Special Schools</u> in writing.

**18.** <u>**Termination.**</u> Either party for any reason upon thirty (30) days written notice may terminate this Agreement without cause. HCDE will be responsible for payment for Services that have been accepted by HCDE up to the termination date.

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, HCDE may obtain comparable Services elsewhere and either deduct the costs of obtaining such Services from any amount owed HISD or HISD shall reimburse HCDE for such costs incurred by HCDE, to the extent required by law.

**19.** <u>Inspection and Acceptance of Service.</u> HCDE reserves the right to inspect the Services provided under this Agreement at all reasonable times and places during the Term. If any of the Services do not conform to the requirements set forth in this Agreement, HCDE may (i) require HISD to perform the Services again in conformity with such requirements, with no additional charge to HCDE; or (ii) equitably reduce payment due HISD to reflect the reduced value of the Services performed. These remedies do not limit other remedies available to HCDE in this Agreement or otherwise available by law.

**20.** <u>Subcontractors.</u> If HCDE 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 subcontractor(s) and the proper performance and delivery of the Services, to the extent provided by applicable law.

**21.** <u>Insurance.</u> 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 ACORD form shall be issued to HCDE showing all required insurance coverage.

22. <u>Force Majeure</u>. 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.** <u>Notice.</u> 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. <u>Governing Law and Venue</u>. 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.** <u>No Waiver of HCDE's Immunity.</u> 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. <u>Entire Agreement.</u> The Agreement, and any attached and incorporated addendum, exhibits, and documents/forms contain the entire agreement of the parties relative to the purpose(s) of the Agreement and <u>supercede</u> 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. <u>Severability.</u> 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.** <u>Invoices.</u> HISD is required to submit original invoices to the HCDE Business Office ATTN: Accounts Payable. The invoices can be mailed through the postal service to HCDE Business Office ATTN: Accounts Payable, 6300 Irvington Boulevard, Houston, Texas 77022, or emailed to <u>accountspayable@hcde-texas.org</u>.

The invoices should include the following:

- 1. Date of invoice
- 2. Period of service
- 3. List of services provided
- 4. Location where services were provided
- 5. Invoice number
- 6. Contact information
- 7. Deliverables under the contract
- 8. Certification of service provided through a signature by company representative

HISD is required to submit to HCDE a completed IRS Form W-9, Criminal History Certification, Felony Conviction Notice, Conflict of Interest Questionnaire, and any other forms required of HCDE before payment is rendered. Payment to HISD shall be made only after Services are performed and not before. Advance payment to HISD is strictly prohibited.

HISD shall submit invoices within a timely manner during HCDE's fiscal year in which the good(s) and/or services are purchased. In accordance with Texas Government Code § 2251.021, payments are due to HISD within forty-five (45) days after the later of the following: (1) the date HCDE receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date HCDE receives an invoice for the goods or service. HISD agrees to pay any subcontractors, if any, the appropriate share of the payment received from HCDE not later than the tenth (10th) day after the date HISD receives the payment from HCDE. The exceptions to payments made by HCDE and/or HISD 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. HISD certifies that no work has been performed before the effective date of this Agreement. Invoices submitted by HISD for work performed prior to the effective date of the Agreement may not be honored by HCDE, in HCDE's sole discretion.

**30.** <u>Compliance with Applicable Laws.</u> 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 ("EDGAR"), 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81. If applicable, HCDE and HISD certify compliance with all provisions, laws, acts, regulations, rules, and ordinances as detailed in HCDE's Certifications form, "Required Contract Provisions for Non-Federal Entity Contracts under Federal Awards – Appendix II to 2 CFR Part 200," which is incorporated by reference herein. HISD further certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including those referenced in any HCDE vendor packet completed by HISD, which is incorporated by reference herein.

**31.** <u>Confidential Data of HCDE.</u> 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:  $\rightarrow$ 

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

By:		By:			
Jesus J. Amezcua, Ph.D.,CPA, R'		Glenn Reed	Date		
Assistant Superintendent of Bus	iness	Chief Financial Officer			
By:		Approved As To Form			
James Colbert Jr.	Date				
Superintendent of Schools		Ву:			
		David Galbraith	Date		
		Assistant General Counsel			
		HISD Legal Counsel			
		E6556			

# EXHIBIT A SCOPE OF WORK

HISD	HCDE
<ul> <li>Preparation and delivery of breakfast and lunch meals to AB School East and AB School West as set forth in the attached Schedules.</li> <li>Meet the AB School East and AB School West schedule requirements for breakfast and lunch</li> </ul>	<ul> <li>Payment Obligations</li> <li>Provide the number of student meals for daily delivery for breakfast and lunch</li> <li>Maintain a count of each student served</li> </ul>

August 2022 - June 2023						
	Average Number			Number of		
AB School East	of Meals Per Day	Mea	Price	<b>Operating Days</b>	Tot	tal Cost
Breakfast	90	\$	2.75	175	\$	43,312.50
Lunch	90	\$	4.50	175	\$	70,875.00
Total Cost					\$	114,187.50
	Average Number			Number of		
AB School West	of Meals Per Day	Mea	<b>Price</b>	<b>Operating Days</b>	Tot	tal Cost
Breakfast	78	\$	2.75	175	\$	37,537.50
Lunch	78	\$	4.50	175	\$	61,425.00
Total Cost					\$	98,962.50
Projected Total Cost for all Campuses August 2022 -						
June 2023					\$	213,150.00

Therefore, total cost may increase or decrease based on meals served and/or a change in the number of operating days.



# Karczewski | Bradshaw | Spalding Nichols | Lamp | Langlois

3700 Buffalo Speedway, Suite 560 Houston, TX 77098 844-564-0010 Sarah W. Langlois slanglois@kbslawgroup.com

June 9, 2021

To Any Interested Party

Re: Status of HCDE as a governmental entity; compliance with workers' compensation insurance requirements

To whom it may concern:

I am outside general counsel for Harris County Department of Education ("HCDE"). I am writing to provide legal authority that HCDE is a governmental entity and an explanation of HCDE's compliance with workers' compensation insurance requirements.

# 1. HCDE is a Texas governmental entity.

HCDE is the only remaining county school district in Texas that continues to operate under certain provisions of former Chapters 17 and 18 of the Texas Education Code. Section 11.301 of the current Texas Education Code provides that "a school district or county system operating under Chapters 17, 18, 22, 25, 26, 27 or 28 on May 1, 1995 may continue to operate under the applicable chapter as that chapter existed on that date and under state law generally applicable to school districts that does not conflict with that chapter." *See* TEX. EDUC. CODE § 11.301.

Other statutes also explicitly make it clear that HCDE is a governmental entity, including:

- 1. The Texas Public Information Act, which includes "county board of school trustees" and "county board of education" in its definition of a "governmental body" subject to the TPIA. *See* TEX. GOV'T CODE § 552.003(1)(A)(vi)-(vii).
- 2. The Texas Open Meetings Act, which also specifically includes "county board of school trustees" and "county board of education" in its definition of a "governmental body" subject to the TOMA. See TEX. GOV'T CODE § 551.001(3)(F)-(G).
- 3. The Interlocal Cooperation Act, which defines "local government" to include a "county, municipality, special district, junior college district, or other political subdivision of this state or another state" and defines "political subdivision" to include any corporate and political entity organized under state law. *See* TEX. GOV'T CODE § 791.003(4)(A), (5).
- 4. The statutes governing the Teacher Retirement System of Texas, a public retirement system, which define "employer" to include "the governing board of any school district

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created under the laws of this state" and "any county school board." See TEX. GOV'T CODE § 821.001(7).

As detailed above, it is clear that HCDE is a governmental entity/local government/political subdivision of the State of Texas.

# 2. HCDE complies with applicable workers' compensation insurance requirements.

Texas governmental units, including HCDE, are statutorily required to extend workers' compensation benefits to its employees through one of the three available options included in the Texas Labor Code. *See* TEX. LABOR CODE § 504.011.

HCDE, like many school districts in Texas, participates in the Texas Association of School Boards, Inc.'s ("TASB") Risk Management Fund for workers' compensation coverage. The TASB Risk Management Fund is a modified self-funded risk pool whose members are education-related local governments, such as HCDE. The TASB Risk Management Fund is organized pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. *See* TEX. LABOR CODE § 504.011 (outlining that a political subdivision may extend workers' compensation benefits to its employees by entering into interlocal agreements with other political subdivisions providing for self-insurance); *see also* <u>https://www.tasbrmf.org/home.aspx</u>. By participating in the TASB Risk Management Fund, HCDE does not have an insurance broker or agent for workers' compensation coverage.

Notably, Texas governmental entities/political subdivisions are not required to have employer's liability coverage, as outlined in Section 504.002(a)-(b) of the Texas Labor Code. Similarly, political subdivisions like HCDE are also not subject to the exemplary damage provisions of the Workers' Compensation Statute. *See* TEX. LABOR CODE § 504.002(a)(6) (confirming that Section 408.001(b)-(c) are inapplicable to political subdivisions).

As detailed on HCDE's ACORD 855 Form "Texas Risk Pool Certificate of Liability Coverage," HCDE has workers' compensation coverage through the TASK Risk Management Fund effective September 1, 2020 through September 1, 2021, in the limits set by statute. It is my professional legal opinion that HCDE has satisfied the statutory requirements applicable to governmental units for the provision of workers' compensation insurance.

Should you have any questions regarding HCDE's status as a governmental entity or its compliance with the applicable workers' compensation insurance requirements, please do not hesitate to contact me.

Very truly yours,

Such W. Langline

Sarah W. Langlois Attorney for Harris County Department of Education



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Page 2



# TEXAS RISK POOL CEPTIEICATE OF LIADULITY OOVE

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The TASB Risk Management Fund does not market its coverage through agents or producers. This			NAME: Bob Boehle PHONE				
centin	icate field remains blank.				(A/C. No. Ext): 800-482-7276	PHONE (A/C, No. Ext)	512-467-3699
					E-MAIL ADDRESS: bob.boehle@tasb		
					PRODUCER		
					CUSTOMER ID:		
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Harris	s County Department of Education				a none service and a service of the	Management Fund	
6300	Irvington Blvd				RISK POOL B:		
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A	WORKERS' COMPENSATION			9/1/2022	8/31/2023	Per Statute	
DESCR	RIPTION OF OPERATIONS / LOCATIONS / VEH	ICLES (A	CORD 1	01, Additional Remarks Schedule, may	be attached if more space is required)		
Proof of	Workers' Compensation Coverage						
Name o	f bid: Leadership, Teacher and Staff Development, I	RFP# 21-(	06-04				
The TAS	SB Risk Management Fund (Fund) is a modified sell ation Act is to authorize political subdivisions to cont	f-funded p	lan of cov	erage offered to education based political su	bdivisions under the terms of the Interlocal C	opperation Act. Chapter 791 Texas Governme	ment Code. The sumace of the Interland
property	ation Act is to authorize political subdivisions to cont / and liability exposures, as well as claims administri to be named as additional insureds.	ract toget	her for fun loss contri	ctions that they would ordinarily assume on of services. The Fund modified self-funded of	an individual basis. The statute allows educat	ion based political subdivisions to join togeth	er in a pool to purchase coverage for their
entities	to be named as additional insureds.				an nab set up, mough the by laws of the Po	no, specifically for education based political	aubdivisions and does not allow for other
CER	TIFICATE HOLDER	_	-		CANCELLATION		
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Office of the Superintendent of Schools Board of Education Meeting of August 11, 2022

Office of Business Operations Wanda Paul, Chief Operating Officer

# SUBJECT: CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT WITH HARRIS COUNTY DEPARTMENT OF EDUCATION TO PREPARE AND DISTRIBUTE MEALS FOR THE STUDENTS AT HARRIS COUNTY DEPARTMENT OF EDUCATION

The Houston Independent School District (HISD) requests that the HISD Board of Education approves an interlocal agreement with the Harris County Department of Education (HCDE) to prepare and distribute meals for the students at HCDE schools.

Through this interlocal agreement, HCDE will reimburse HISD for expenses incurred in its food distribution program to HCDE students.

COST/FUNDING SOURCE(S):	There will be no cost to the district. Reimbursement funds will be deposited into Food Services Funds.
STAFFING IMPLICATIONS:	None
ORGANIZATIONAL GOALS/IMPACT:	This agenda item supports all four district goals and is aligned to Core Initiative 4: Data-Driven Accountability.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education considers and approves an interlocal agreement with HCDE to prepare and distribute meals for the students at HCDE schools, effective August 12, 2022.

Packet Pg880

# EXECUTIVE SUMMARY

Office of the Superintendent of Schools Board of Education Meeting of August 11, 2022

Office of Business Operations Wanda Paul, Chief Operating Officer

# SUBJECT: CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT WITH HARRIS COUNTY DEPARTMENT OF EDUCATION TO PREPARE AND DISTRIBUTE MEALS FOR THE STUDENTS AT HARRIS COUNTY DEPARTMENT OF EDUCATION

# **Objective:**

Consideration and approval of an interlocal agreement with the Harris County Department of Education (HCDE) to prepare and distribute meals for the students at HCDE schools.

# Plan:

- The Houston Independent School District (HISD) Nutrition Services department provides breakfast and lunch meals to HCDE students.
- For the past two years, an agreement was not required because HISD Nutrition Services was operating the summer feeding program which allowed free meals to be served to all children ages one through 18.
- Effective with the 2022–2023 school year, HISD Nutrition Services will be operating the National School Lunch and Breakfast programs and must resume charging for meals provided to students at HCDE.
- The United States Department of Agriculture (USDA) federal reimbursement rates were published on July 25, 2022. These rates were necessary to calculate the meal prices to charge for breakfasts and lunches provided to HCDE.

# Financial Impact:

HCDE will reimburse HISD for expenses incurred in its food distribution program to HCDE students. There will be no cost to the district. Reimbursement funds will be deposited into Food Services Funds.

# APPROVED BY:

Houston Independent School District

By:\_\_\_\_

n 1 2 M

Judith Cruz	
HISD Board President	Date

By:	
Sue Deigaard	
HISD Board Secretary	Date

By:\_\_\_\_\_ Millard House II Date Superintendent of Schools

Approved as to Funding and Business Terms:

By:

Glenn Reed Date **Chief Financial Officer** 

Approved as to Form:

By:\_\_\_\_\_ Attorney, HISD

Date

Regular Board Meeting Meeting Date:	<b>g</b> November 16, 2022		7.6.
•	,	the Conterfor Cofe and	Casura Cabaala
Title:	Request for Additional Positions for	the Center for Sale and	Secure Schools
Submitted For:	Natasha Truitt, Human Resources	Submitted By:	Natasha Truitt
Recommended Action	: Approve	HCDE Goal(s):	<ol> <li>Impact education/respond to evolving needs</li> <li>Deliver value responsibly</li> <li>Provide cost savings by leveraging tax dollars</li> </ol>
Additional Resource Personnel:	Julia Andrews and Dr. CJ Rodgers	Facilities/Technology Approval Needed?:	/ Facilities

# Information

# Posted Agenda Item:

Approval of 3.0 full-time equivalent (FTE) positions for the Center for Safe and Secure Schools for the 2022-2023 school year to meet the demands of district partners. (A budget amendment to increase revenues and expenditures is included in the agenda.)

# Subject:

Additional Full-time Equivalent Positions for the Center for Safe and Secure Schools for the 2022-2023 school year.

# Rationale:

The Center for Safe and Secure Schools is requesting three additional full-time equivalent (FTE) positions to support the needs of clients served by the Center. The Center for Safe and Secure Schools' customer base has increased to over 60% the past seven months and the Center does not have adequate staff to meet the demands of district partners. The Center is requesting a full-time School Culture and Climate Specialist, a School Safety and Security Specialist, and an Officer of School Safety and Security.

A-5 School Culture and Climate Specialist

- 240-day work schedule
- Budgeted salary: \$68,903
- Budgeted benefits: \$13,610

A-5 School Safety and Security Specialist

- 240-day work schedule
- Budgeted salary: \$68,903
- Budgeted benefits: \$13,610

A-6 Officer of School Safety and Security

- 240-day work schedule
- Budgeted salary: \$75,793
- Budgeted benefits: \$14,562

The salary and benefits amounts are for the remainder of the fiscal year (January 2023 through August 31, 2023)

# Information Items

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# **Employee Count - October 2022**

	Full-Time						Part-Time												
DIVISION	Α	Ε	Н	I	0	Р	S	Т	TS	Total	Α	AE		0	Р	S	TS	Total	Total
Academic & Behavior School East	3	0	0	24	0	2	2	0	20	51	0	0	0	0	0	0	5	5	56
Academic & Behavior School West	3	0	0	21	0	4	2	0	21	51	0	0	0	0	0	0	6	8	58
Administration	7	0	0	0	0	0	4	0	0	11	0	0	0	0	0	0	0	0	11
Adult Education	14	0	0	2	1	0	13	0	0	30	0	109	3	1	0	0	0	113	143
Business Services	9	0	0	0	0	0	7	0	0	16	0	0	0	0	0	1	0	1	17
Center For Educator Success	10	0	0	0	0	0	5	0	0	15	0	0	0	0	0	1	0	1	16
Center For Grants Development	4	0	0	0	0	0	1	0	0	5	0	0	0	0	0	0	0	0	5
Center Safe & Secure Schools	3	0	0	0	0	0	1	0	0	4	0	0	0	0	0	0	0	0	4
Choice Partners	12	0	0	0	0	0	5	0	0	17	0	0	0	0	0	0	0	0	17
Communications & Creative Services	4	0	0	0	0	0	1	3	0	8	0	0	0	0	0	0	0	0	8
Center For Afterschool, Summer & Enrichment	25	0	0	0	0	0	5	0	0	30	1	0	0	0	0	19	0	20	50
Facilities	5	0	1	0	36	0	5	0	0	47	0	0	0	0	0	0	0	0	47
Fortis Academy	2	0	0	1	0	3	1	0	5	12	0	0	0	0	0	0	0	0	12
Head Start	1	131	83	0	24	0	9	0	0	248	0	0	3	0	0	1	0	4	252
Highpoint East	3	0	0	8	0	3	3	0	20	37	0	0	1	0	0	0	3	4	41
Human Resources	8	0	0	0	0	0	3	0	0	11	0	0	0	0	0	1	0	1	12
Information Technology Services	0	0	0	0	0	0	1	22	0	23	0	0	0	0	0	0	0	0	23
Marketing & Client Engagement	5	0	0	0	0	0	0	0	0	5	0	0	0	0	0	0	0	0	5
Procurement Services	4	0	0	0	0	0	2	0	0	6	0	0	0	0	0	0	0	0	6
Records Management	2	0	0	0	8	0	5	0	0	15	0	0	0	0	0	0	0	0	15
Research & Evaluation	6	0	0	0	0	0	1	0	0	7	0	0	0	0	0	0	0	0	7
School-Based Therapy Services	1	0	0	0	0	107	28	0	0	136	0	0	0	0	32	3	0	35	171
Schools	3	0	0	0	1	1	2	0	0	7	0	0	0	0	0	0	8	8	15
Total	134	131	84	56	70	120	106	25	66	792	1	109	7	1	32	26	22	199	991

A = Administration

AE = Adult Education

E = Head Start Instructional Support

H = Head Start Administrative Support

I = Instructional Support

O = Operations Support

P = Professional Support

S = Administrative Support

T = Technology

TS = Teachers

Meeting Date: November 16, 2022

# Regular Board MeetingMeeting Date:November 16, 2022Title:Joyce Akins, Center for Grants DevelopmentSubmitted For:Joyce Akins, Center for Grants DevelopmentSubmitted By:Illiana GonzalezAdditional ResourceStephanie Ross, Dr. C.J. RodgersPersonnel:Image: Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2"

# Information

# Posted Agenda Item:

**Submission of grant proposal to the U.S. Department of Labor in the amount of \$1,991,803** for Adult Education (AE) division to implement the AE Growth Opportunities Program (AE-GOP), which will serve 70 participants.

# Subject:

Grant proposal; Adult Education; Department of Labor, AE Growth Opportunities Program (AE-GOP)

# Rationale:

Center for Grants Development assisted the Adult Education division with an application to the U.S. Department of Labor in the amount \$1,991,803.52 over three and half years to implement the AE Growth Opportunities Program (AE-GOP) that incorporates education, prevention, intervention, mentorship, and leadership development to prepare justice-involved youth and young adults for employment. HCDE AE will partner with the following organizations to implement the AE-GOP: 1) Community Works CDC (*Violence Prevention & Leadership*); 2) Harris County Community Supervision & Corrections Department (*Justice System*); 3) TRIO Electric (*Employer*) and 4) Lee College (*Recruitment & Educational*).

Over the three and half years, AE-GOP will provide 70 participants a 24-week comprehensive training, offered twice a year, and delivered in the following six phases. 1) <u>Phase 1- Entry</u> (Pre-program), includes intake/screening, risk assessment, mentor assignments, client services appropriation. <u>Phase 2-</u><u>Introductory Stage</u>, includes providing wraparound services, learning sessions – literacy overview/learning styles, thematic social/emotional group sessions, credible messenger sessions and leadership development. <u>Phase 3 – Learning Stage</u>, includes literacy courses with wraparound services, practice tests and employer site visits. <u>Phase 4 – Workforce Readiness</u>, includes workforce development training, job readiness with wraparound integration, GED application process, career readiness, mock interviews, and credential attainment. <u>Phase 5 – Job Placement</u>, includes formal interview process, employer site visit, paid internship/externship. <u>Phase 6 – Exit</u>,includes GED attainment/graduation, job placement, tracking participants progress and success, support services and follow up for 12 months after program exit. The staff for the AE-GOP include: 1) Project Manager; 2) Fiscal Coordinator; 3) Employer Outreach Coordinator; 4) Navigator/Case Manager; 5) Aide; 6) Lead Mentor; 7) Two Mentors; and 8) Therapist.

AE-GOP staff will work with HCDE's Research and Evaluation Institute to develop and distribute a client satisfaction survey at 6 months, 12 months, and 18 months. Harris County CSCD has processes, systems, and tools in place to track data for the program.

The proposed outcomes for the AE-GOP are: 1) 85% - education and employment rate, 1st or 2nd quarter after exit; 2) \$5,750 – medium earnings, 2nd quarter after exit; 3) 85-90% - education and employment rate, 3rd or 4th quarter after exit; 3) 80-90% credential attainment and 70% - measurable skills gained. The proposed mid-to-long term outcomes include less than 5% arrests for violent crimes committed after program entry and for recidivism, less than 10% of participants are convicted of a new crime committed within 12 months of release.

Regular Board Meeting	g		11.C.
Meeting Date:	November 16, 2022		
Title:	Revised awarded vendor name for 2	23/002DR	
Submitted For:	Deisy Rubio, Purchasing	Submitted By:	Deisy Rubio
Recommended Action	: Approve	HCDE Goal(s):	<ol> <li>Impact education/respond to evolving needs</li> <li>Deliver value responsibly</li> <li>Advocate for learners through innovation</li> </ol>
Additional Resource Personnel:	Dr. Amezcua, Kendra Jackson, Deisy Rubio	Facilities/Technology Approval Needed?:	1

# Information

# Posted Agenda Item:

Vendor Konnecting the Dots Developmental Institute was awarded at the 10/19/2022 Board meeting under job no. 23/002DR for Mental Wellness Services for Harris County Department of Education. The vendor's name appeared on the agenda item as Konnecting the Dots which was incorrect. The correct name is Konnecting the Dots Developmental Institute.

# Subject:

Correction of vendor name

# Rationale:

Vendor Konnecting the Dots Developmental Institute was awarded at the 10/19/2022 Board meeting under job no. 23/002DR for Mental Wellness Services for Harris County Department of Education. The vendor's name appeared on the agenda item as Konnecting the Dots which was incorrect. The correct name is Konnecting the Dots Developmental Institute.

# Attachments

No file(s) attached.

Purchasing (Originator)

Assistant Superintendent - Business

Form Started By: Deisy Rubio

Final Approval Date: 11/03/2022

**Purchasing Director** 

Inbox

# Form Review

**Reviewed By** Yaritza Roman Kendra Jackson Jesus Amezcua Date 10/28/2022 11:11 AM 10/28/2022 11:18 AM 11/03/2022 01:04 PM Started On: 10/27/2022 01:56 PM