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 April 2025 at 1:00 p.m.** for the Board to conduct the business of that meeting. The meeting will be held in Conference Room 401 of the Administration Building, 6300 Irvington Boulevard, Houston Texas. Such a meeting is a **REGULAR BOARD MEETING**.

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

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

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

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

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

James Colbert, Jr., County School Superintendent

Harris County Department of Education

The Board of Trustees
April 16, 2025

Agenda of Regular Meeting

A Regular Meeting of the Board of Trustees of Harris County Department of Education will be held April 16, 2025, 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 -** Armando Rodriguez, Manager Community Partnerships, Head Start

2. **Pledge of Allegiance to the US flag -** Candy Sosa, Benefits Specialist, Human Resources

3. **Pledge of Allegiance to the Texas flag -** Candy Sosa, Benefits Coordinator, Human Resources

4. **Open Forum** - Gov't Code 551.007 - Public Participation. Pursuant to Policy BED (Local), a citizen who wishes to speak may do so by completing a participation request card available at the Board room at least 10 minutes prior to a regular Board meeting.

5. **REPORTS AND PRESENTATIONS** 7

   A. **Employee of the Month -** Dr. Tyrone Sylvester, Executive Director of Human Resources

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

   C. **Annual Division Update -** Human Resources 8

   D. **Annual Division Update** - Head Start 24

   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 03/31/2025 -** Dr. Jesus Amezcua, Assistant Superintendent for Business Services 52

   H. **Update regarding power market in anticipation of electricity contract (FY 26).** 53

6. **ACTION ITEMS - CONSENSUS** 54

A. Consider ratification/approval of the following Business Services items:

1. Disbursement Report 55

2. Budget Amendment Report 57

3. Monthly Investment Report for March 2025 59

B. Consider acceptance of the following Board Meeting Minutes 61

1. February 26, 2025 Governmental Relations Committee Meeting Minutes 63

2. February 26, 2025 Regular Board Meeting Minutes 65

3. March 31, 2025 Called Board Meeting Minutes 75

C. Consider acceptance of the following grant award:

1. **Consider acceptance of the Office of Head Start (OHS) Program Performance Summary Report-Grant No. 06CH011535 of the Harris County Department of Education Head Start Program.** 78

D. Consider approval of the following grant proposal:

1. **Consider approval to submit an application for Grant No. 06HP000559 to the U.S. Department of Health and Human Services (HHS), Office of Head Start (OHS), in the amount of $5,391,858** for continued funding of Harris County Department of Education Early Head Start-Child Care Partnerships for the budget period of 09/01/2025 through 08/31/2026. 84

E. Consider ratification/approval of the following Interlocal Contracts:

1. **Consider ratification of Interlocal (Revenue) Agreement for FY 2025 in the aggregate amount of $34,200 with Highpoint School East and the following district: KIPP Texas, Inc.** for three (3) in-county annual contracts ($11,400 each), for the period of 08/26/2024 through 06/05/2025. 88

2. **Consider approval of Interlocal (Revenue) ESY Agreement in the aggregate amount of $36,000 with ABS West and the following district:** Katy ISD for six (6) in-county ESY contracts ($6,000 each) for FY 2025 for the period of 06/11/2025 through 07/10/2025. 95

3. **Consider approval of Interlocal (Revenue) Agreement with Etoile Charter Academy and the Center for Safe and Secure Schools Division for Safety Audits** for the period of 04/17/2025 through 08/31/2025, in an amount not to exceed $3,200, servicing 2 sites in one phase. 98

4. **Consider ratification of Interlocal (Expenditure) Agreements for FY 2025 CASE for Kids Nita M. Lowey 21st Century Community Learning Center(s) Cycle 12, Year 2 grant, for the period of 08/01/2024 through 07/31/2025 in the aggregate amount of $598,230 with the following entities**: Sheldon ISD in the amount of $187,200 (75 students served); Galena Park Independent School District in the amount of $223,830 (75 students); and Crosby Independent School District in the amount of $187,200 (75 students). 106

5. **Consider ratification of Interlocal (Expenditure) Agreements for FY 2025 CASE for Kids Nita M. Lowey 21st Century Community Learning Center(s) Cycle 11, Year 4 grant, for the period of 08/01/2024 through 07/31/2025 in the aggregate amount of $280,000 with the following entities**: Galena Park Independent School District in the amount of $55,000 (110 students served); Alief Independent School District in the amount of $90,000 (110 students); Humble Independent School District in the amount of $90,000 (110 students); and Association for the Advancement of Mexican Americans (AAMA) in the amount of $45,000 (92 students). 206

6. **Consider ratification of the Interlocal (Revenue) Agreement for FY2025 in the aggregate amount of $47,600 with ABS East and the following district: YES Prep Public Schools** for two (2) in-county annual contracts ($23,800 each) for FY 2025 for the period of 08/26/2024 through 06/05/2025. 320

7. **Consider ratification of the Interlocal (Expenditure) Agreement for FY 2025 CASE for Kids Partnership grant, for the period of 10/01/2024 through 07/31/2025** in the amount of $30,000, with the following entity: Sheldon Independent School District (80 students served). 326

8. **Consider ratification of Interlocal (Expenditure) Agreements for CASE for Kids Project CASE Debates in the aggregrate amount of $20,000 for FY 2025, for the period of 09/16/2024 through 08/31/2025 with the following entities:** Aldine Independent School District in the amount of $17,500; and YES Prep Public Schools-Southwest in the amount of $2,500 (a maximum of 200 students served). 338

9. **Consider ratification of Interlocal (Revenue) Agreement for Records Management Services and Harris County Toll Road Authority in the amount of $30,000 for the period of 03/01/2025 through 02/28/2026.** 357

F. Consider approval of the following items for the HCDE Choice Partners Cooperative:

1. **Consider approval of the Contract Award for Job No. 25/020AK for Bottled Drinking Water, Coolers, and Other Beverage Related Products for the period of 06/20/2025 through 06/19/2026 with the following vendor:** The Masters Distribution Systems Company, Inc. (25/020AK-02). 380

2. **Consider approval of HCDE Interlocal Agreements with**: Museum of Fine Arts, Houston, Houston, Texas; Naval Supply System Command (NAVSUP) Fleet Logistics Center, Mechanicsburg, Pennsylvania; Paris Junior College, Paris, Texas; Port of Everett, Everett, Washington; University of Cincinnati, Cincinnati, Ohio; and West Hardin County CISD, Saratoga, Texas. 521

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

551

1. **Consider approval to amend CH Local FY 2025 to add Boys and Girls Clubs of Greater Houston (Job No. 23/048IA) in the amount of $95,000; Houston Healthy Hip Hop (Job No. 22/012IA-2) in the amount of $95,000; Kid Create Studios (Job No. 23/006IA-4) in the amount of $95,000, and increase Consumer Energy Education Foundation (Job No. 21/056YR) by $15,000 to the amount of $95,000; Diaz Music Institute (Job No. 22/012IA-2) by $25,000 to the amount of $120,000; Monarch Academy (Job No. 23/006IA-4) by $45,000 to the amount of $180,000; TWST4Girls (Job No. 23/006IA-4) by the amount of $15,000 to the amount of $95,000; and Young Audiences, Inc. of Houston (Job No. 23/048IA-2) by $25,000 to the amount of $120,000,** for the Comprehensive after school programs funded by 21st Century Cycle 11, Cycle 12, Partnership and grant recipients of City Connections and/or County Connections.

555

2. **Consider approval of Contract Award for Job No. 25/008TD-2 for Event Spaces and Venues for the period of 04/17/2025 through 04/16/2030** to the proposers offering the best value to HCDE and meeting the specifications outlined in the proposal: The Anderson Center for the Arts; Salon 180 Angels, Inc. DBA Bsgg youth program-Stop the violence; and Imagen Management Group Inc.

570

3. **Consider approval of Contract Award for Job No. 25/007IA-2 for Local Food and Catering Services, for the period of 05/01/2025 through 04/30/2030** to the proposers offering the best value to HCDE and meeting the specifications outlined in the proposal: Chef MD Catering, LLC; HERB'N SWIGG, LLC; Southern Ice Cream; and Supreme Works Incorported.

588

4. **Consider approval of audit services engagement with Whitley Penn (Job No. 21/028YR) for fiscal year ending 08/31/2025, for an estimated amount of $59,700.** Per Texas Education Agency requirements, an annual independent audit must be conducted.

601

5. **Consider approval to add MBS Securities to list of approved investment brokers in accordance with the Public Funds investment Act.**

641

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

642

1. **Consider approval of the 2025 - 2026 HCDE Work / Holiday Calendar**

643

2. **Consideration ratification of Job Order Contract (JOC) with Blackmon Mooring for $93,179 (Job No. 24/002TC-01)** for Disaster Mitigation Commodities/Services with Disaster Recovery at HCDE's North Post Oak facility.

674

3. **Consider approval of Change Order #1 with Durotech, Inc. (Job No. 23/010KJ) for Phase 1 Miscellaneous Building Improvements** at 6300 Irvington Blvd. Houston, TX 77022 in the amount of $611,986 and delegate authority to the Superintendent or his designee to negotiate, finalize, and execute the change order.

732

4. **Consider approval of Contract Amendment #2 with cre8 Architects (Job No. 24/042IA) for Additional Services regarding Miscellaneous Project Scope and Design Revisions** at 6300 Irvington Blvd., Houston, TX 77022 in the amount of **$108,300** and delegate authority to the Superintendent or his designee to negotiate, finalize and execute the Contract Amendment.

8. **EXECUTIVE SESSION** Under the Texas Government Code pursuant to any and all purposes permitted by Sections 551.001-551.084, including, but not limited to: 551.071; 551.074

1. Obtain legal advice regarding pending litigation against HCDE. 735

2. Deliberate the evaluation, duties, and/or discipline of HCDE officers, including, but not limited to, HCDE Trustee Position 4, Precinct 3, and obtain legal advice regarding the same. 736

A. **Deliberate** the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of HCDE employee

B. **Deliberate** the purchase, exchange, sale and/or value of real propert(ies) and obtain legal advice regarding the same.

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

1. Possible action regarding pending litigation against HCDE. 737

2. Possible action regarding the evaluation, duties, and/or discipline of HCDE Trustee Position 4, Precinct 3. 738

10. **Discussion and possible action regarding future agenda items** 739

11. **INFORMATION ITEMS**

1. **Submission of grant proposal to the Moody Foundation, via the Education Foundation of Harris County, in the amount of $180,000 to support CASE for Kids' LevelUp! Houston.** 740
Requested funds will serve 1,200 students in grades 4-8 to help develop skills in STEM subjects, problem-solving and teamwork. The project will also assist 250 out-of-school time professionals with career advancement.

A. **Human Resources** 741

1. Personnel 742

2. Employee Count 745

12. **ADJOURN** - Next regular meeting is scheduled for Wednesday, May 21, 2025, at 1:00 p.m.



James Colbert, Jr.
County School Superintendent

Reports and Presentations

Regular Board Meeting **5. C.**

Meeting Date: April 16, 2025

Title:

Submitted By: Jessica Bermea

Recommended Action: Approve

HCDE Goal(s):

Additional Resource Personnel:

Facilities/Technology Approval Needed?:

Information

Posted Agenda Item:

Annual Division Update - Human Resources

Subject:

Rationale:

Fiscal Impact

Attachments

HR Presentation

Form Review

Form Started By: Jessica Bermea Started On: 04/07/2025 09:01 AM

Final Approval Date: 04/07/2025



Harris County Department of Education

Human Resources Board Presentation

April 16, 2025

SEE THE IMPACT

Harris County Department of Education

Human Resources

- Dr. Tyrone Sylvester | Executive Director
- Patricia Menard | Assistant Director
- Ashley Barker | Compensation Analyst
- Kris Duke, Laura Nilon, Aleyda Lopez | Coordinators
- Erika Ibarra| Benefits Coordinator
- Jakeiesha Haynes | Risk Management Specialist
- Candy Sosa | Benefits Specialist
- Monserrat Witine | Administrative Assistant
- Nancy Argueta-Cruz | Recruitment Specialist

We believe our employees are critical partners in helping students achieve. The Human Resources team ***actively*** seeks candidates with a passion for education and service—in addition to those with a proven track record at performing well at their jobs.

Harris County Department of Education

Workforce Size

Full Time:
925
78%

Part Time:
268
22%

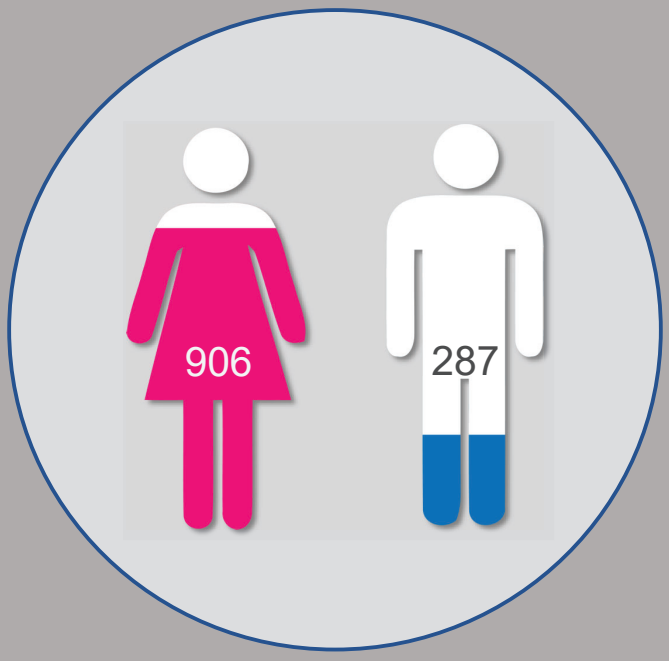
Total: 1193	
Instructional Programs	983
Operational & Support Services	21
System-Wide Support Services	152
Enterprise Programs	37



Harris County Department of Education

Gender

76%
FEMALE



24%
MALE

Harris County Department of Education

Staff Qualifications & Service

Degree/Certification	Number	Percentage
Doctorate	30	3 %
Masters	278	23 %
Bachelors	394	33 %
Associate	105	9 %
High School Diploma/GED	386	32 %
SBEC Certification	213	20 %
Licensed Professionals	178	17 %

HCDE Yrs of Service	Number	Percentage
41 Years	1	1 %
36-40 Years	0	0 %
31-35 Years	5	1 %
26-30 Years	18	1 %
21-25 Years	58	5 %
16-20 Years	69	6 %
11-15 Years	76	6 %
6-10 Years	159	13 %
0-5 Years	807	67 %

Harris County Department of Education

Employment Data

8/1/2023 – 7/31/2024

New Hires	
Full-time:	201
Part-time:	72
Separations	
Full-time:	150
Part-time:	78



8/1/2024 – 1/31/2025

New Hires	
Full-time:	107
Part-time:	50
Separations	
Full-time:	71
Part-time:	29

Harris County Department of Education

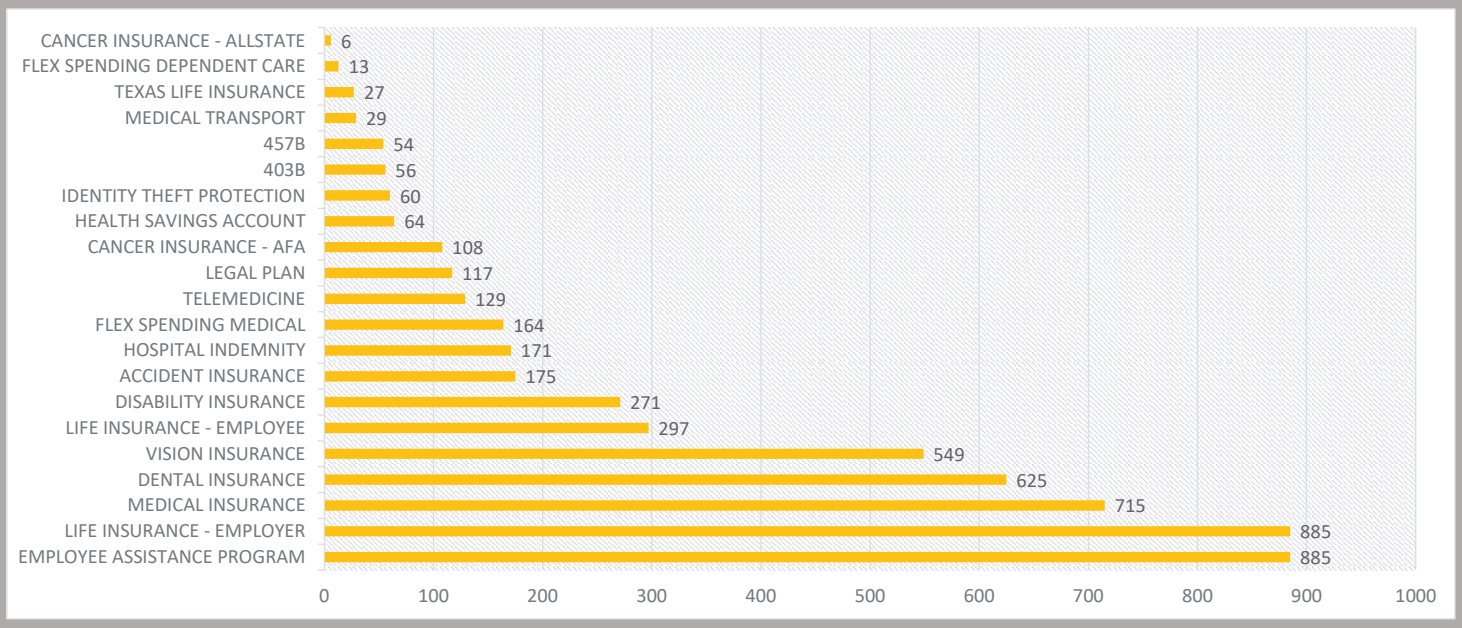
Employment Data



Data Type:	8/1/2023 – 7/31/2024	Data Type:	8/1/2024 – 1/31/2025
Applications Received:	5,972	Applications Received:	3,670
Positions Posted:	107	Positions Posted:	127
External Website/Job Boards:	98	External Website/Job Boards:	122
Job Fairs Attended	11	Job Fairs Attended	8

Harris County Department of Education

Benefits Enrollment



Harris County Department of Education

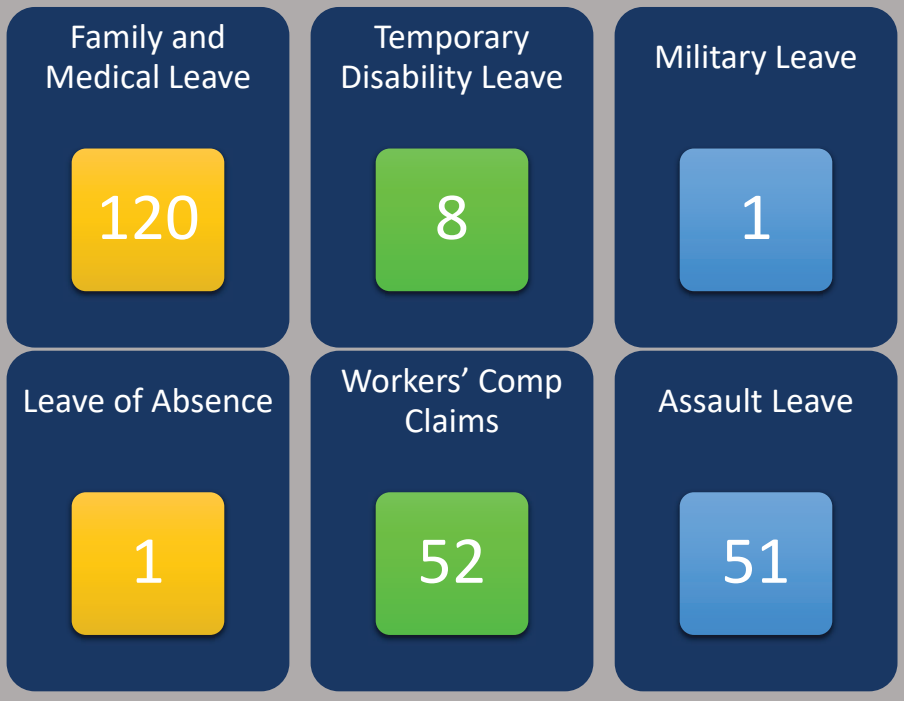
Risk Data



Data Type	8/1/2023 – 7/31/2024	8/1/2024 – 1/31/2025
Unemployment Claims Filed	29	23
Unemployment Hearings	18	4
Workers Comp Claims Received	78	52
Workers' Comp Processed	40	34
Workers' Comp Assault Leave Days Paid	43	51
Workers' Comp Lost Time Days	44	30

Harris County Department of Education

Leave and Workers' Compensation



Harris County Department of Education

Compensation Highlights

- Teacher Pay - $69,250
- Competitive salary schedules
- Incentives
    - Recruitment
    - Retention
    - Referral
- 100% Employer paid medical premium



Harris County Department of Education

Key Highlights/Major Projects

Rebranding Human Resources:

- Enhance human resources digital footprint
- Build and sustain strong support systems through site visits
- Partnering with divisions to offer professional development opportunities that enhance workplace culture and climate



Harris County Department of Education

Concluding Thoughts

Human resources desired outcomes:

- To deliver exceptional service by refining our HR tools and addressing the diverse HR needs of our HCDE colleagues with the utmost genuine care and concern
- Ensure that all HCDE employees are valued



Harris County Department of Education

Human Resource Professionals

Human Resources is the heartbeat of any organization, dedicated to nurturing talent and fostering a positive work environment. By offering comprehensive support and innovative solutions, HR professionals empower employees to reach their full potential and contribute meaningfully to the organization's success. Their unwavering commitment to excellence ensures that every team member is VALUED, SUPPORTED, and INSPIRED to achieve greatness.

Harris County Department of Education

Questions?



Harris County Department of Education

Regular Board Meeting **5. D.**

Meeting Date: April 16, 2025

Title:

Submitted By: Jessica Bermea

Recommended Action: Approve

HCDE Goal(s):

Additional Resource Personnel:

Facilities/Technology Approval Needed?:

Information

Posted Agenda Item:

Annual Division Update - Head Start

Subject:

Rationale:

Fiscal Impact

Attachments

HS Presentation

Form Review

Form Started By: Jessica Bermea Started On: 02/22/2024 10:47 AM

Final Approval Date: 02/22/2024



HEAD START

2024-2025 Board Report

Venetia L. Peacock | Senior Director | April 2025

Leadership

Venetia L. Peacock – Senior Director

Gulshan Rahman – Asst Director of Compliance & Family Services

Jamese Stancill – Asst Director of Education and Operations

Armando Rodriguez – Community Partnerships Manager

Gino Kamaya – Compliance Manager

Courtney Johnson – Education & Special Services Manager

Jasmine Imo – Health & Family Services Manager

Taiwan Williams – Operations Manager

Suzanne Cates – Operations Manager



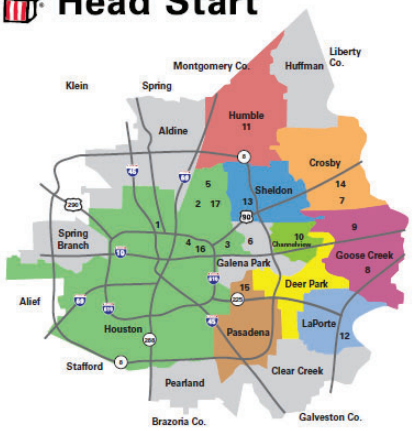
Who We Are

We Educate To Change the World !



Harris County Department of Education

Head Start



HEAD START CAMPUSES

HOUSTON
1. HCDE Main Offices
2. Compton
3. Coolwood EHS & HS
4. Dogan
5. Fonwood

GALENA PARK
6. Sheffield

CROSBY
7. Barrett Station EHS & HS

GOOSE CREEK
8. Baytown EHS & HS
9. JD Walker

CHANNELVIEW
10. Channelview

HUMBLE
11. Humble EHS & HS

LA PORTE
12. La Porte EHS & HS

SHELDON
13. Tidwell EHS & HS

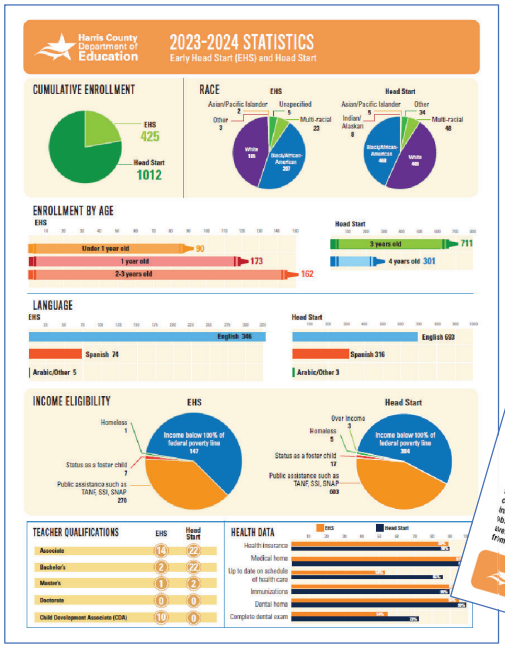
EARLY HEAD START CHILDCARE PARTNERS

CROSBY
14. John G. Jones

PASADENA
15. Pasadena Learning Center

HOUSTON
16. Community Partners Early Childhood Development Center
17. Successful Starters Learning Academy II

2023-2024 Statistics







Service Model

Head Start Campuses

12

Child Care Partnership Sites

4

HCDE Head Start Staff

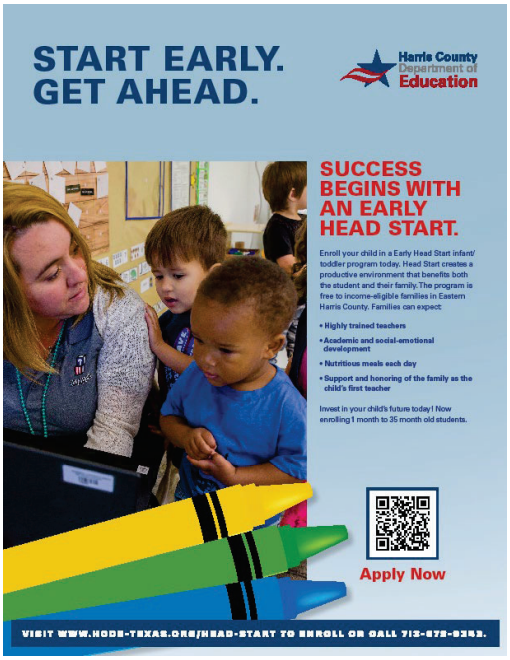
302

Child Care Partnership Staff

41

2025-26 Student Enrollment Kickoff





Student Enrollment

Head Start is Fully Enrolled

EHS Head Start - 204

Head Start - 864

Total - 1068



Staff Recruitment

- HCDE Head Start is actively recruiting energetic, enthusiastic, qualified staff to join our team!

- Upcoming job fairs scheduled at the HCDE Conference Center
  - April 25
  - May 10
  - June 5
  - June 19



Head Start Love Campaign

Celebrating the heart of Head Start! This initiative honors staff who create loving, safe, and supportive environments for children and families.

2024-2025 Honorees:

- 📚 Teacher: Lydia Hill, Baytown HS
- 👩‍🍳 Cook: Rifat Ferdows, Baytown HS
- 🍎 Teacher Assistant: Quina Jones, Dogan HS
- 🏫 Asst. Campus Manager: Annette Barnes, Fonwood HS
- 🤝 Family Services Provider: Chelsea Evans, La Porte
- 🎓 Campus Manager: Sherry Eagleton, Sheffield HS
- 🧼 Custodian: Donna Reese, Tidwell HS

Follow HCDE for social media spotlights! 📣
#HeadStartLove







Healthy Minds Healthy Families Conference





- The 10th annual event was sponsored by the Hogg Foundation for Mental Health,
- The Conference aimed to educate and raise awareness about mental health among early childhood educators and community partners.
- The conference featured expert-led workshops and presentations on mental health, parenting, child development, and community engagement, providing valuable insights and practical strategies for families and educators.



Houston Children's Charity

- Houston Children's Charity generously gifted toys to 400 HCDE Head Start students and their siblings during the 2024 holiday season.
- Families collected their donations at the George R. Brown Convention Center in downtown Houston. The partnership between Head Start and Houston Children's Charity dates back to 2016.

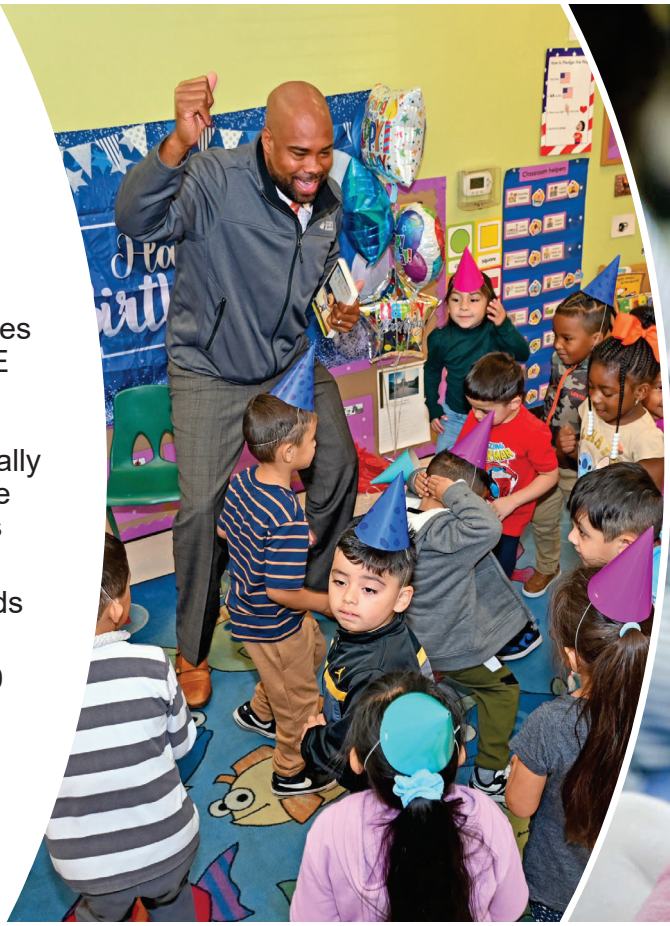


Boosting Literacy at Home

HCDE Head Start promotes literacy through the HCDE Head Start's REAL SuperMENtors Read Program, launching annually in October, dads and male volunteers read to a class once a month.

We received grants awards to support the program:

- Houston CPAs - $5,000
- TXCPA Houston Foundation -15,948







Boosting Literacy at Home

- Thanks to an $8,000 grant from the Dollar General Literacy Foundation, the Family Connection Read and Rise program is empowering parents with tools to build their child's literacy skills at home.
- This initiative provides resources, workshops, and activities to create a literacy-rich environment and strengthen parent-child bonds through shared reading.



HCDE Head Start: 25 Years of Impact!

On Oct. 29, 300+ attendees celebrated 25 years of HCDE Head Start! The event featured inspiring testimonials, guest speakers, and the unveiling of the new Coolwood campus. Vendors, including Lakeshore Learning and Kaplan, joined in to support early education.

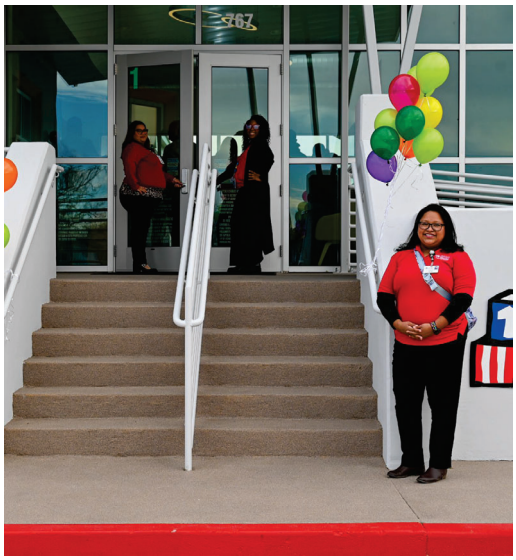
Since 1999, HCDE Head Start has served 20,000+ children and families across 12 campuses in Northeast Harris County

National School Breakfast Week: Home to School Activities

March 3-7, 2025, students engaged in educational home activities, focused on healthy habits and sample new breakfast items on campus

- **Monday, 3/3 -** Color the Breakfast Foods - Learn about nutritious breakfast choices.
- **Tuesday, 3/4** - Waffle fruit pizza. Parents were invited to have breakfast with students on this day.
- **Wednesday, 3/5** - Dot to Dot Detective - Connect the dots and discover the importance of breakfast.
- **Thursday, 3/6** - Build a bear pancake.
- **Friday, 3/7** - Fruit and nut butter pita pocket: Crack the Color Code - Solve a puzzle and explore global breakfast traditions.













Coolwood Head Start Grand Opening










EXIT









Exciting New Partnership: Coolwood Head Start & The Lawson Academy

The Lawson Academy, launched the week of March 31, 2025.

This collaboration will provide dual enrollment for our students, enriching their educational experience.

This partnership expands opportunities for Coolwood Head Start families.



Christmas Came Early for Two Head Start Families!

Through our 21- year partnership with Bates Collision Centers' Responsible Parenting Award, cars number 47 and 48 were awarded in December 2024

- Octavia Lafayette (Humble Head Start) was gifted a 2016 Nissan Versa
- Quantasia Williams (Baytown Head Start) received a 2015 Buick Encore

Along with their vehicles, families received six months of insurance, gas & oil change certificates, and gifts from their wish lists

The partnership continues to uplift families and provide reliable transportation for hardworking parents.

#HeadStartStrong #BatesGivesBack





Week of the Young Child(WOYC) April 7–11, 2025

Head Start campuses celebrated the importance of early childhood education and community engagement. Families and stakeholders were invited to participate at campuses.

- Monday - Musical Monday
- Tuesday -Tone up Tuesday
- Wednesday - Artsy Wednesday
- Thursday - Work, Build, and Learn Together
- Friday - Family Friday





Upcoming Head Start Events

- **SuperMENtor Celebration** - each classroom planning a special presentation will honor their SuperMENtors contributions during the month of May
- **Policy Council Celebration** – This special event honors members contributions, commitment and valuable support in shaping the program.
- **Student Bridging Ceremony** - Head Start families will participate in Bridging Ceremonies during May across all campuses mark students' educational milestones.
- **Staff End-of-Year Celebration** - Focusing on team building, reflection, and celebrating the school year's accomplishments.



On The Horizon

- Head Start Celebrates 60 Years
- Arizona College of Nursing Partnership
- San Jac Early College Partnership
- San Jac Nursing Program Partnership










THANK YOU


Questions?

Monthly Financial Report

Regular Board Meeting **5. H.**

Meeting Date: April 16, 2025

Title: Power Market FY 26

Submitted For: Jesus Amezcua, Business Office **Submitted By:** Jessica Bermea

Additional Resource Personnel:

Information

Posted Agenda Item:

Update regarding power market in anticipation of electricity contract (FY 26).

Subject:

Update to the board on power market in anticipation of electricity contract (FY 26).

Rationale:

Update to the board on power market in anticipation of electricity contract (FY 26).

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Assistant Superintendent - Business		
Purchasing		
Purchasing Director		
Assistant Superintendent - Business		
Form Started By: Jessica Bermea		Started On: 04/03/2025 10:53 AM

Action Items - Consensus

Monthly Disbursement Report

Report will be
provided separately.

Monthly Budget Amendment Report

Report will be
provided separately.

Monthly Investment Report

Report will be
provided separately.

Minutes

Regular Board Meeting **6. B.**

Meeting Date: April 16, 2025
Title: Board Meeting Minutes
Submitted By: Jessica Bermea
Additional Resource Personnel:

Information

Posted Agenda Item:
Consider acceptance of the following Board Meeting Minutes

Subject:
Consider acceptance of the following Board Meeting Minutes

Rationale:
Consider acceptance of the following Board Meeting Minutes

Attachments

No file(s) attached.

Form Review

Form Started By: Jessica Bermea Started On: 03/27/2025 10:42 AM
Final Approval Date: 03/27/2025

Regular Board Meeting			**6. B. 1.**
Meeting Date:	April 16, 2025		
Title:	Governmental Relations Committee Minutes		
Submitted For:	Jessica Bermea, Board of Trustees	**Submitted By:**	Jessica Bermea
Recommended Action:	Approve	**HCDE Goal(s):**	2. Deliver value responsibly
Additional Resource Personnel:		**Facilities/Technology Approval Needed?:**	

Information

Posted Agenda Item:

February 26, 2025 Governmental Relations Committee Meeting Minutes

Subject:

February 26, 2025 Governmental Relations Committee Meeting Minutes

Rationale:

February 26, 2025 Governmental Relations Committee Meeting Minutes

Fiscal Impact

Attachments

Govt Relations Committee Meeting Minutes

Form Review

Inbox	Reviewed By	Date
Assistant Superintendent - Business	Jesus Amezcua	04/02/2025 06:11 PM
Form Started By: Jessica Bermea		Started On: 03/27/2025 01:40 PM
Final Approval Date: 04/02/2025		

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Regular Board Meeting **6. B. 2.**

Meeting Date:	April 16, 2025		
Title:	February 26 2025 Board Meeting Minutes		
Submitted For:	Jessica Bermea, Board of Trustees	**Submitted By:**	Jessica Bermea
Recommended Action:	Approve	**HCDE Goal(s):**	2. Deliver value responsibly
Additional Resource Personnel:		**Facilities/Technology Approval Needed?:**	

Information

Posted Agenda Item:

February 26, 2025 Regular Board Meeting Minutes

Subject:

February 26, 2025 Regular Board Meeting Minutes

Rationale:

February 26, 2025 Regular Board Meeting Minutes

Fiscal Impact

Attachments

Feb 26 Board Meeting Minutes

Form Review

Inbox	Reviewed By	Date
Assistant Superintendent - Business	Jesus Amezcua	04/02/2025 06:11 PM
Form Started By: Jessica Bermea		Started On: 03/27/2025 01:42 PM
Final Approval Date: 04/02/2025		

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Regular Board Meeting **6. B. 3.**

Meeting Date: April 16, 2025

Title: Called Board Meeting Minutes

Submitted For: Jessica Bermea, Board of Trustees **Submitted By:** Jessica Bermea

Additional Resource Personnel:

Information

Posted Agenda Item:

March 31, 2025 Called Board Meeting Minutes

Subject:

March 31, 2025 Called Board Meeting Minutes

Rationale:

March 31, 2025 Called Board Meeting Minutes

Attachments

March 31 Minutes

Form Review

Inbox	Reviewed By	Date
Board of Trustees		
Purchasing		
Purchasing Director		
Assistant Superintendent - Business		
Form Started By: Jessica Bermea		Started On: 04/03/2025 02:51 PM

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

Meeting Date: April 16, 2025

Title: Notification of Head Start Program Performance Summary Report- Grant No. 06CH011535

Submitted For: Venetia Peacock, Head Start **Submitted By:** Alicia Oliva

Additional Resource Personnel: Venetia Peacock, Jonathan Parker

Information

Posted Agenda Item:

Consider acceptance of the Office of Head Start (OHS) Program Performance Summary Report-Grant No. 06CH011535 of the Harris County Department of Education Head Start Program.

Subject:

Notification of the Head Start Monitoring Review-Grant No. 06CH11535

Rationale:

On December 17, 2024, the Administration for Children and Families (ACF) conducted a monitoring review of Harris County Department of Education. Based on the information gathered during our review, a determination has been made that Harris County Department of Education is a recipient with at least one area of deficiency in its Head Start program.

Attachments

06CH011535-Notification of Head Start Monitoring Report

OHS Monitoring Review Report-06CH011535

Form Review

Inbox	Reviewed By	Date
Head Start	Venetia Peacock	02/21/2025 09:53 AM
Purchasing	Tameisha Davenport	03/25/2025 05:14 PM
Purchasing Director	Edna Johnson	03/26/2025 09:31 AM
Assistant Superintendent - Business	Jesus Amezcua	04/02/2025 06:11 PM
Form Started By: Alicia Oliva		Started On: 02/20/2025 12:22 PM
Final Approval Date: 04/02/2025		

ADMINISTRATION FOR CHILDREN & FAMILIES
Office of Head Start | 330 C St., SW, 4th Floor, Washington DC 20201 | eclkc.ohs.acf.hhs.gov

February 12, 2025

Harris County Department of Education

Re: Grant No. 06CH011535

Dear Grant Recipient:

The Administration for Children and Families (ACF), Office of Head Start (OHS) recently conducted a monitoring review of your program. The attached report contains information about your agency's performance and compliance with the requirements of the Head Start Program Performance Standards, Public Law 110-134, Improving Head Start for School Readiness Act of 2007, and other applicable regulations.

Please contact your Regional Office for guidance should you have any questions or concerns. Your Regional Office will follow up on the content of this report and can work with you to identify resources to support your program's continuous improvement.

If the report has findings the corrective action period will begin 72 hours from the time this email was sent.

Sincerely,

OHS Monitoring Team

Program Performance Summary Report

To: Authorizing Official/Board Chairperson
Mr. Amy Hinojosa
Harris County Department of Education
6300 Irvington Blvd
Ste 406
Houston, TX 77022 - 5618

From: Responsible HHS Official



Date: 02/11/2025

Tala Hooban
Deputy Director, Office of Head Start

On December 17, 2024, the Administration for Children and Families (ACF) conducted a monitoring review of Harris County Department of Education. We wish to thank the governing body, policy council, staff, and parents of your program for their cooperation and assistance during the review. This monitoring report has been issued to Mr. Amy Hinojosa, as legal notice to your agency of the results of the program review.

Based on the information gathered during our review, a determination has been made that Harris County Department of Education is a recipient with at least one area of deficiency in its Head Start program.

If you anticipate that you will not be able to correct all deficiencies within the correction time specified in this report, you must submit a letter to your ACF Regional Office requesting an extension, with an explanation as to why an extension is necessary. The letter requesting an extension must be submitted prior to the expiration of the original corrective action time period. In order to allow for sufficient time to consider extension requests, we ask that you submit your request within 10 days following receipt of this report. Extension requests shall not be considered approved unless you receive such approval in writing before the deadline for correction.

The report provides you with detailed information in each area where program performance did not meet applicable Head Start Program Performance Standards, laws, regulations, and policy requirements. Please contact your ACF Regional Office with any questions or concerns you may have about this report.

DISTRIBUTION OF THE REPORT

Copies of this report will be distributed to the following:
Mr. Kenneth Gilbert, Regional Program Manager
Mr. James Colbert, Chief Executive Officer/Executive Director
Ms. Venetia Peacock, Head Start Director
Ms. Venetia Peacock, Early Head Start Director

Grant(s) included as part of this review

Grant Recipient Name	Grant Number(s)
Harris County Department of Education	06CH011535

Glossary of Terms

Term	Definition
Area of Concern (AOC)	An area in which the agency needs to improve performance. These issues should be discussed with the grant recipient's Regional Office for possible technical assistance.
Area of Noncompliance (ANC)	An area in which the agency is out of compliance with Federal requirements (including but not limited to the Head Start Act or one or more of the regulations) in one or more areas of performance. This status requires a written timeline for correction and possible technical assistance or guidance from the grant recipient's program specialist. If not corrected within the specified timeline, this status becomes a deficiency.
Deficiency	As defined in the Head Start Act, the term "deficiency" means: (A) a systemic or substantial material failure of an agency in an area of performance that the Secretary determines involves: (i) a threat to the health, safety, or civil rights of children or staff; (ii) a denial to parents of the exercise of their full roles and responsibilities related to program operations; (iii) a failure to comply with standards related to early childhood development and health services, family and community partnerships, or program design and management; (iv) the misuse of funds received under this subchapter; (v) loss of legal status (as determined by the Secretary) or financial viability, loss of permits, debarment from receiving Federal grants or contracts, or the improper use of Federal funds; or (vi) failure to meet any other Federal or State requirement that the agency has shown an unwillingness or inability to correct, after notice from the Secretary, within the period specified; (B) systemic or material failure of the governing body of an agency to fully exercise its legal and fiduciary responsibilities; or (C) an unresolved area of noncompliance.

Performance Summary

This section contains an overview of compliance information identified in each Performance Area for all Content Areas. Detailed information can be found in the Review Details section.
Failure to correct a deficiency within the approved timeline may result in termination of the grant.

Compliance Information

Content Area	Performance Area	Grant Number(s)	Compliance Level	Applicable Standards	Timeframe for Correction
Significant Health and Safety Incidents	Safety Practices	06CH011535	Deficiency	1302.90(c)(1)(v)	30 Days

Review Details

This section of the report provides details on findings in applicable Content Areas reviewed during this monitoring event.

Significant Health and Safety Incidents

Performance Area: Safety Practices

Deficiency - 1302.90(c)(1)(v)

Summary

Grant Number(s) Cited: 06CH011535

Timeframe for Correction: 30 Days

Performance Standard Details

Regulation Text: 1302.90 Personnel policies. (c) Standards of conduct. (1) A program must ensure all staff, consultants, contractors, and volunteers abide by the program's standards of conduct that: (v) Ensure no child is left alone or unsupervised by staff, consultants, contractors, or volunteers while under their care.

Finding Details

- The grant recipient did not ensure no child was left alone or unsupervised while under the care of its staff.

Additional details from this review event:

- The grant recipient had an incident in which staff at the Fonwood Center left a 3-year-old child unsupervised in a bathroom for 23 minutes.
- On November 12, 2024, a child went to the bathroom without the staff members' knowledge. A review of video footage found the child was playing in the sink water the entire time.
- Although the classroom staff conducted a child count, their count was incorrect.
- The staff realized the child was unaccounted for, and the floater staff walked into the hallway and saw the child walking with another staff member. The recipient estimated the child was unsupervised for 23 minutes.

---------- End of Report ----------

Regular Board Meeting			**6. D. 1.**
Meeting Date:	April 16, 2025		
Title:	2025-2026 Continuation Grant 06HP000559		
Submitted For:	Venetia Peacock, Head Start	**Submitted By:**	Alicia Oliva
Recommended Action:	Approve	**HCDE Goal(s):**	1. Impact education/respond to evolving needs 2. Deliver value responsibly
Additional Resource Personnel:	Dr. Jesus Amezcua, Jonathan Parker, Venetia Peacock, Sharvon Kamaya	**Facilities/Technology Approval Needed?:**	None

Information

Posted Agenda Item:

Consider approval to submit an application for Grant No. 06HP000559 to the U.S. Department of Health and Human Services (HHS), Office of Head Start (OHS), in the amount of $5,391,858 for continued funding of Harris County Department of Education Early Head Start-Child Care Partnerships for the budget period of 09/01/2025 through 08/31/2026.

Subject:

Early Head Start-Child Care Partnership; 2025-2026 Continuation Grant (06HP000559) Application Approval

Rationale:

The 2025-2026 Continuation Grant 06HP000559 request in the amount of $5,391,858 to the US Department of Health and Human Services (HHS), Office of Head Start (OHS) will support Harris County Department of Education Early Head Start-Child Care Partnerships services for 204 infants, toddlers, and their families. The Grant consists of $5,281,614 for program operations and $110,244 for Training and Technical Assistance to support the 09/01/2025 to 08/31/2026 budget period.

Fiscal Impact

Attachments

Funding Guidance Letter-Annual-06HP000559

Form Review

Inbox	Reviewed By	Date
Head Start	Venetia Peacock	03/20/2025 04:37 PM
Purchasing	Tameisha Davenport	03/25/2025 05:05 PM
Purchasing Director	Edna Johnson	03/26/2025 09:33 AM
Assistant Superintendent - Business	Jesus Amezcua	04/02/2025 06:11 PM
Form Started By: Alicia Oliva		Started On: 03/20/2025 03:33 PM
Final Approval Date: 04/02/2025		

ADMINISTRATION FOR CHILDREN & FAMILIES
Office of Head Start | 330 C St., SW, 4th Floor, Washington DC 20201 | eclkc.ohs.acf.hhs.gov

March 14, 2025

Grant No. 06HP000559

Dear Head Start Grant Recipient:

A funding application for the upcoming budget period must be submitted by June 1, 2025. Below are the available annual funding and enrollment levels for this application period:

Period of Funding: 09/01/2025 - 08/31/2026

Funding Type	Early Head Start
Program Operations	$5,281,614
Training and Technical Assistance	$110,244
Total Funding	**$5,391,858**

Program	Early Head Start
Federal Funded Enrollment	204

Application Submission Requirements

The application must be prepared and submitted in accordance with the Head Start Grant instructions for a continuation and must be submitted on behalf of the Authorizing Official registered in HSES.

Please review the instructions available on the homepage of HSES carefully prior to preparing the application. Submission guidance can be found in the “Resources” section of HSES. Incomplete applications will not be processed.

Funding is contingent upon the availability of federal funds and satisfactory performance under the terms and conditions of the Head Start award. Annual funding levels are subject to change because of Congressional action or program performance and may result in additional funding guidance from the Office of Head Start.

Addressing Staffing Challenges through Grant Applications

Programs are strongly encouraged to make necessary changes to stabilize the Head Start workforce and must consider the staffing and training needs for their proposed program design, including necessary compensation and staff supports to implement a sustainable high-quality

program.

Additional guidance:

- Strategies to support the Head Start workforce ACF-IM-HS-22-06
- Adjustments to maintain qualified staff ACF-IM-HS-22-09

One-time Program Improvement or Health and Safety Requests

Grant recipients encountering program improvement needs that cannot be supported by the agency budgets or other resources are invited to apply for one-time funding. This funding must be applied for separately through the Supplement or Supplement-Facilities 1303 amendment type in HSES. Please select the appropriate amendment based on the description.

Requests generally include but are not limited to:

- Facility projects (construction, purchase, or major renovations requiring 1303 applications)
- Minor repairs and enhancements
- Playground installations or upgrades
- Funding to support transportation needs with investments in buses or other vehicles necessary to operate the program
- Security and surveillance investments to assure maximum safety of children

Requests are prioritized and funded based on funding availability and may require additional time before a final decision.

For questions regarding application instructions or program improvement needs and requests, please contact Lisa Tarrant, Head Start Program Specialist, at 214-767-1770 or lisa.tarrant@acf.hhs.gov or Sheri Harmon, Grants Management Specialist, at 206-615-2558 or sheri.harmon@acf.hhs.gov.

For assistance submitting the application in HSES, contact help@hsesinfo.org or 1-866-771-4737.

Thank you for your cooperation and timely submission of the grant application.

Sincerely,

/Tatia Long/
Tatia Long

Regional Program Director, Office of Head Start
Administration for Children and Families

/Kenneth Gilbert/
Kenneth Gilbert

Regional Program Manager, Office of Head Start
Administration for Children and Families

Regular Board Meeting **6. E. 1.**

Meeting Date: April 16, 2025

Title: Schools Division Highpoint School East Annual Contracts FY25: KIPP Texas, Inc (3)

Submitted For: Charles Ned, Schools
Submitted By: Denise Alamos
Recommended Action: Ratify
HCDE Goal(s): 1. Impact education/respond to evolving needs
2. Deliver value responsibly
3. Advocate for learners through innovation

Additional Resource Personnel: Jonathan Parker, Dr. Charles Ned, Dr. Jesus Amezcua, Dr. Edna Johnson, Inga Ash
Facilities/Technology Approval Needed?:

Information

Posted Agenda Item:

Consider ratification of Interlocal (Revenue) Agreement for FY 2025 in the aggregate amount of $34,200 with Highpoint School East and the following district: KIPP Texas, Inc. for three (3) in-county annual contracts ($11,400 each), for the period of08/26/2024 through 06/05/2025.

Subject:

Consider ratification of Interlocal (Revenue) Agreements for FY 2025 in the aggregate amount of $34,200 with Highpoint School East with the following districts: KIPP Texas, Inc for three (3) in-county annual contracts, for the period of08/26/2024 through 06/05/2025**,** in the amount of $34,200 ($11,400 each).

Rationale:

Entity	Description	Dates	Totals
KIPP Texas, Inc	Annual Contract ($11,400 each/In-County) for 3 units	08/26/2024-06/05/2025	$34,200
Total			**$34,200**

Fiscal Impact

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

Attachments

FY25 HSE_Annual Contract KIPP Texas, Inc-3 units $34,200 BA4.16.25

Form Review

Inbox	Reviewed By	Date
Purchasing	Inga Ash	03/26/2025 11:49 AM
Purchasing Director	Edna Johnson	03/26/2025 05:16 PM
Assistant Superintendent - Business	Jesus Amezcua	04/02/2025 06:11 PM
Form Started By: Denise Alamos		Started On: 03/21/2025 03:57 PM
Final Approval Date: 04/02/2025		

INTERLOCAL AGREEMENT FOR SPECIALIZED SERVICES
HIGHPOINT SCHOOL (HS) EAST

2024-2025 ANNUAL CONTRACT

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

1. **Term.** This Contract is for the term of **August 26, 2024,** through **June 5, 2025.** During said term, HCDE agrees to provide services described herein for **three (3)** units to eligible student(s) requiring a discipline alternative education placement (referred to herein as "student(s)") who are residents of **KIPP**.

2. **HCDE Responsibilities.**
   a) HCDE agrees to provide specialized facilities and certified/licensed personnel necessary to provide educational, instructional, and counseling services to the student(s) placed at Highpoint in accordance with applicable law and during the days and times set forth by Highpoint. HCDE may perform the services contracted for herein by using its own employees or independent contractors. HCDE will not be held responsible for the services contracted herein if the necessary specialized facilities and properly certified/licensed personnel are unavailable.
   b) HCDE agrees to furnish the **KIPP** 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 **KIPP** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the **KIPP**.

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

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

c) **KIPP** retains the responsibility to report **KIPP** student(s)'s average daily attendance and other required information through the Public Education Information Management System ("PEIMS").

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

   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 **KIPP** expressly agree that: (1) the services/functions to be provided by HCDE are services/functions for which **KIPP** would otherwise use its own employees; (2) both Parties have been determined to meet the criteria set forth in **KIPP**'s annual notification of FERPA rights for being school officials with legitimate educational interests in the Student Records; (3) **KIPP** is under HCDE's direct control with respect to **KIPP**'s access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; (4) HCDE is under **KIPP**'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 **KIPP** and recommended for services as described herein. The ARD Committee of **KIPP** has affirmed the classification and approved the recommendation of such contracted services. An HCDE representative must participate in the ARD Committee meeting considering the special education student(s)'s placement, and HCDE must confirm in writing the student's eligibility for the program prior to the ARD Committee's consideration of placement at Highpoint.

b) HCDE is responsible for providing educational and support services to special education student(s) in the same manner those services are provided to non-disabled students. Any and all additional services and funding required to implement the student's Individualized Education Program (IEP) and/or 504 plan are to be provided by **KIPP**. **KIPP** may make such services available in conjunction with Highpoint or at a separate time and location, at the discretion of **KIPP** and the ARD Committee, with HCDE participation. If **KIPP** chooses to make such services available in conjunction with Highpoint, **KIPP** will cooperate with Highpoint to minimize disruption at Highpoint. If **KIPP** requires the student(s) to leave Highpoint during the school day, the IEP must include transportation as a related service.

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

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

8. **Local Education Agency.** Student(s) receiving services from HCDE pursuant to this Contract remain enrolled in **KIPP** and are considered students of **KIPP** for all purposes. **KIPP** remains the Local Education Agency ("LEA"), as that term is defined by the IDEA, and the "Recipient" as that term is defined by Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and solely retains the obligation to provide and to ensure that any eligible **KIPP** student is provided a free appropriate public education ("FAPE") while receiving services from HCDE. **KIPP** retains all responsibilities required of the LEA pursuant to the IDEA, and required of the Recipient pursuant to Section 504, including, but not limited to, requirements regarding identification, evaluation, educational placement, the provision of FAPE, and procedural safeguards. For any dispute, including a special education complaint or due process hearing, arising under the IDEA, Section 504, or other applicable law regarding an **KIPP** student placed at HCDE, **KIPP** recognizes and acknowledges that HCDE is not the LEA or Recipient for the **KIPP** student and is in no way liable to the student, parent, or **KIPP** under the IDEA, Section 504, or other applicable law.

9. **Monitoring Student Progress.** HCDE will update **KIPP** on the progress of the referred student(s) at least once per semester, in a manner determined to be appropriate by HCDE, including, but not limited to, a grade report, summary of any formal disciplinary action, and summary of attendance. A member of the **KIPP** administrative staff will monitor, assess, and evaluate student's progress as established by this Contract, including at least one (1) on-site visit annually.

10. **Invoices and Payment.** In consideration of the services provided herein, **KIPP** agrees to pay HCDE an in-county fee of **$34,200** and any additional fees in the following manner:
    i. **$11,400** times the number of units purchased. **KIPP** will be billed twice a year and payment will be due upon receipt of invoice.
    ii. **$185** special education surcharge times the number of enrollment days for Special Education student(s).
    iii. **$240** per diem times the number of student(s) in attendance over the number of units purchased **(3)**.

a) HCDE will bill **KIPP** for the amount of units purchased. Payment will be due within 30 days of the date of **KIPP**'s receipt of invoice. Payment obligations are non-cancelable, and fees paid are non-refundable. **KIPP** may sell unused units to another independent school district upon obtaining HCDE's prior written consent.
b) In the event that **KIPP** makes a payment to HCDE with a credit card, **KIPP** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE,

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

c) HCDE agrees to maintain records and accounts to the extent necessary to assure that funds received from **KIPP** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be requested and required by **KIPP**.

d) Each Party paying for the performance of governmental functions and/or invoices must make those payments from current revenues available to the paying Party.

11. Payment by Student(s) and Parents. The parents of the student(s) placed at Highpoint shall not be charged for the services contracted under this Contract. Services needed by the student, if any, beyond the scope of the Contract shall be the responsibility of the student(s) and/or his/her parent or guardian.

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

13. Termination.

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

b) Both Parties may terminate this Contract with or without cause by mutual written agreement.

c) Upon the effective date of termination or expiration of this Contract, except as otherwise explicitly stated herein, the Parties shall have no obligations to the other Party under this Contract. Student(s) in attendance at Highpoint School East at the time of termination or expiration of this Contract will return to **KIPP**. All Student Records maintained by HCDE during the duration of providing services to the student will be provided to **KIPP** within ten (10) business days following the date of termination or expiration, at the written request of **KIPP**.

14. Equal Opportunity. It is the policy of HCDE not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. **KIPP** agrees not to discriminate against any employee, student(s), or other person or party in the performance of this Contract, with respect to placement at Highpoint School East, services to be provided, conditions and privileges of employment, or a matter directly or indirectly related to age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification), race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.

15. Assignment. Neither this Contract nor any duties or obligations under it shall be assignable by either Party without the prior written acknowledgment and authorization of the other Party.

16. Notice. Any notice provided under the terms of this Contract by either Party to the other shall be in writing and shall be deemed sufficient forty-eight (48) hours after being deposited in the regular mail as certified mail, return receipt requested, if such notice is addressed to the party to be notified at such Party's address as set forth below:

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

KIPP
KIPP Texas Inc
Attention: Procurement-Contracts & Joe Hykle, Deputy Chief of Finance
10711 KIPP Way Drive
Houston, Texas 77099

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

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

18. **Choice of Law and Venue.** This Contract shall be construed under the laws of the State of Texas, and mandatory and exclusive venue for any action arising out of this Contract shall be in Harris County, Texas.

19. **Amendments and Waivers.** Any term of this Contract may be amended or waived only with the written consent of the Parties or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Article shall be binding upon the Parties and their respective successors and assigns.

20. **Separate Entities.** There is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties. Neither Party has the authority to bind the other or to incur any obligation on its behalf. **KIPP** assumes full responsibility for the actions of its personnel while performing any services incident to this Contract, including, but not limited to, transportation and special education services, and shall remain solely responsible for their supervision, direction and control, payment of salary, workers' compensation, disability benefits, and like requirements and obligations. **KIPP** agrees that HCDE has no responsibility for any conduct of **KIPP** or **KIPP**'s employees, agents, representatives, contractors, or subcontractors.

21. **Authority.** Each Party acknowledges, represents, and warrants that it has the power and authority to enter into this Contract and to perform its obligations hereunder, without the need for any consents or approvals not yet obtained, except to the extent that this Contract requires approval of either Party's Board of Trustees.

22. **Force Majeure.** Neither HCDE nor **KIPP** shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.

23. **Severability.** In the event that any one or more of the terms or provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed

as if such invalid, illegal, or unenforceable provision had never been contained in it. The failure of a Party to enforce any provision of this Contract or to require performance by other party will not be deemed a waiver, or in any way affect the right of either party to enforce such provision thereafter.

24. Contract Interpretation. The Parties agree that the normal rules of construction that require that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.

25. Captions. The captions herein are for convenience and identification purposes only, and not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

26. Entire Agreement. This Contract contains and embraces the entire agreement between the parties, and neither it, nor any part of it may be changed, altered, modified, limited or extended, orally or by any agreement between the parties, unless such agreement by expressed in writing, signed and acknowledged by HCDE and **KIPP**.

District School Superintendent/Designee	5 March 2025 Date
County School Superintendent/Designee	Date

For HCDE Office use only: Revenue Account No. 19950060700970 57250000 **Highpoint School East**

Regular Board Meeting **6. E. 2.**

Meeting Date: April 16, 2025

Title: Schools Division ABS West Extended School Year (ESY) Contract FY25: Katy ISD (6)

Submitted For: Charles Ned, Schools

Submitted By: Denise Alamos

Recommended Action: Approve

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

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

Facilities/Technology Approval Needed?: None

Information

Posted Agenda Item:

Consider approval of Interlocal (Revenue) ESY Agreement in the aggregate amount of $36,000 with ABS West and the following district: Katy ISD for six (6) in-county ESY contracts ($6,000 each) for FY 2025 for the period of 06/11/2025 through 07/10/2025.

Subject:

Approval of Interlocal (Revenue) ESY Agreements in the aggregate amount of $36,000 with ABS West and the following districts: Katy ISD for six (6) in-county ESY contracts in the amount of $36,000 ($6,000 each) for FY 2025 contract period of 06/11/2025 through 07/10/2025.

Rationale:

Entity	Description	Contract Period	Total
Katy ISD	ESY ($6,000 each/In-county) for 6 units	06/11/2025 - 07/10/2025	$36,000
Aggregate Amount			**$36,000**

Fiscal Impact

Included in FY budget Y/N: Y

Included in current budget amendment Y/N: N

Attachments

FY25 ABSW ESY Agreement-Katy ISD 6 units $36,000 BA4.16.25

Form Review

Inbox	Reviewed By	Date
Purchasing	Inga Ash	03/26/2025 11:55 AM
Purchasing Director	Edna Johnson	03/26/2025 05:10 PM
Assistant Superintendent - Business	Jesus Amezcua	04/02/2025 06:11 PM
Form Started By: Denise Alamos		Started On: 03/21/2025 04:24 PM

Harris County Department of Education

UNIT CONTRACT
ACADEMIC AND BEHAVIOR SCHOOL - WEST
SUMMER SCHOOL PROGRAM FY25
(EXTENDED SCHOOL YEAR SERVICES-ESY)

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

1. For the period beginning **June 11, 2025,** through **July 10, 2025, HCDE** agrees to provide services described herein for **six (6) units: Adaptive Behavior/Life Skills** to eligible student(s) with disabilities (referred to herein as "student(s)") who are residents of the **KISD.**

2. **HCDE** agrees to provide specialized facilities and properly certified/licensed personnel necessary to appropriately educate and provide instructional and counseling services to the student(s) in accordance with applicable law. During the period of this agreement, if **HCDE** fails to provide the necessary specialized facilities and certified personnel, the **KISD** may terminate services until such time as **HCDE** can provide the necessary specialized services contracted herein. **HCDE** will not be held responsible for the services contracted herein if the necessary specialized facilities and properly certified/licensed personnel are unavailable.

3. **HCDE** agrees to furnish the **KISD** with a monthly statement of student attendance.

4. **HCDE** agrees to maintain necessary records and accounts in order to assure that funds received from the **KISD** have been expended for the services described herein. **HCDE** agrees to provide these records and other information as may be required by the **KISD.**

5. The students served under this Contract have been classified by the Admission, Review and Dismissal (ARD) Committee of the school of regular attendance within the **KISD** and recommended for services as described herein. The ARD Committee of the **KISD** has affirmed the classification and approved the recommendation of such contracted services.

6. **KISD** will provide copies of all pertinent school records on the student(s) with parental or guardian permission. **KISD** agrees to furnish **HCDE** a copy of any additional pertinent documents regarding the student(s) which may be obtained by the **KISD** during the term of this Contract. **HCDE** will be available for participation with the **KISD** ARD Committee in the development of the Individualized Education Plan (IEP). **HCDE** will update the **KISD** on the implementation of the IEP at least once per semester. A member of the **KISD** Special Education personnel will monitor, assess and evaluate the student(s)'s progress as established by the IEP, including at least one on-site visit annually.

7. In consideration of the services provided herein, the **KISD** agrees to pay HCDE **$6,000** per unit for a total of **$36,000**. Payment will be due upon receipt of invoice.

   In the event that **KISD** makes a payment to HCDE with a credit card, **KISD** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).

8. The source of funding for this contract will be from _____ (federal, state or local) funds. The parents of the students shall not be charged for the services contracted under this Contract.

9. **HCDE** will follow IDEA and other applicable laws when considering dismissal and/or expulsion.

10. This Contract may be amended only by the mutual agreement of the parties, in a writing to be attached to and incorporated in this Contract.

11. Each party paying for the performance of governmental functions must make those payments from current revenues available to the paying party.

12. Neither this Contract nor any duties or obligations under it shall be assignable by either party without the prior written acknowledgment and authorization of the other party.

13. Any notice provided under the terms of this Contract by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice shall be sufficient if made or addressed as follows:

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

KISD
Attention:
Dr. Ken Gregorski, Superintendent of Schools
6301 South Stadium Lane
Katy, Texas 77494

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

14. This Contract shall be construed under the laws of the State of Texas and mandatory and exclusive venue in any action arising out of this Contract shall be in Harris County, Texas.

15. This Contract does not create a joint venture or business partnership under Texas law.

16. Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.

18. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

District School Superintendent	03/04/2025 Date
Harris County School Superintendent or Designee	Date

For HCDE Office use only: Revenue Account No. 19950060200132 57290000 ABS-West

Regular Board Meeting **6. E. 3.**

Meeting Date:	April 16, 2025
Title:	Etoile Charter Academy - Safety Audits
Submitted For:	Leslie Etheridge, Center for Safe and Secure Schools
Submitted By:	Gil Gaona
Recommended Action:	Approve
HCDE Goal(s):	2. Deliver value responsibly 4. Provide cost savings by leveraging tax dollars
Additional Resource Personnel:	Leslie Ethridge, Dr. Amezcua, Dr. Johnson, Inga Ash
Facilities/Technology Approval Needed?:	

Information

Posted Agenda Item:

Consider approval of Interlocal (Revenue) Agreement with Etoile Charter Academy and the Center for Safe and Secure Schools Division for Safety Audits for the period of 04/17/2025 through 08/31/2025, in an amount not to exceed $3,200, servicing 2 sites in one phase.

Subject:

Conduct school safety audits for Etoile Charter Academy.

Rationale:

Conduct school safety audits for Etoile Charter Academy in one phase for the amount of $3,200 to be paid upon receipt of invoice.

Fiscal Impact

Attachments

Etoile Charter Academy - Safety Audits

Form Review

Inbox	Reviewed By	Date
Leslie Etheridge	Leslie Etheridge	03/26/2025 01:43 PM
Purchasing	Tameisha Davenport	03/27/2025 04:15 PM
Purchasing Director	Edna Johnson	03/31/2025 11:21 AM
Assistant Superintendent - Business	Jesus Amezcua	04/02/2025 06:11 PM
Form Started By: Gil Gaona		Started On: 03/21/2025 12:53 PM
Final Approval Date: 04/02/2025		

Interlocal Agreement
between
Harris County Department of Education
& Étoile Academy Charter School

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, this Interlocal Agreement ("Agreement") is made and entered into by and between Harris County Department of Education ("HCDE"), located in Houston, Texas, and Étoile Academy Charter School, a public charter school district ("District"), located in Houston Texas 77074, for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas, including safety and security services through its Center for Safe and Secure Schools ("CSSS"). Both HCDE and the District desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

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

1. Term. The term of this Agreement shall commence on the date on which all Parties have executed this Agreement ("Effective Date") and shall end on **August 31, 2025**, unless earlier terminated in accordance with Article 10 herein.

2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.

3. Purpose and Scope of Work.

A. HCDE agrees to:

- Provide services of staff members and/or consultants of the CSSS for the purpose of providing safety and security services that will be considered by the Superintendent and Board of Trustees of the District to determine possible changes in equipment, systems, services, training, and procedures for the District.
- Conduct Safety and Security Audits ("Audits") of the District's facilities as listed in Exhibit A, Scope of Work. The scope of each Audit shall include the services as set forth in Exhibit A.
- Provide Audit Final Reports and draft reports containing Audit findings, recommendations, and commendations in accordance with Exhibit A.

B. The District agrees to:

- Select District facilities in which to conduct Audits and provide the list of facilities in Exhibit A.

- Provide data, access to District facilities, and any other information requested by HCDE needed to conduct the Audits in accordance with the terms of this Agreement, as determined by HCDE.

4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of the District.

5. Fees. The total fee for Audits provided in accordance with Exhibit A is $3,200. The fees included in this Agreement are based on services to address general requirements and the efficient delivery of services. Additional specifications, schedule changes, and/or facilities requested by the District may incur additional fees, as determined by HCDE. HCDE shall provide written notice of any such increase in fees, and the Parties shall set forth the addition of such fees in writing as an addendum to this Agreement.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.

7. Invoices. HCDE will invoice the District as services are completed for each phase of the project as follows:

Spring 2025	$3,200

The District agrees to remit payment to HCDE within thirty (30) days after the date the District receives an invoice for the services. If the District makes a payment to HCDE with a credit card, the District agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).

8. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement.

9. Confidentiality: To the extent allowable by law, HCDE agrees to maintain the confidentiality of all records to which it has access while performing Audits pursuant to this Agreement. Unless disclosure is required by applicable law, HCDE further agrees that all findings and reports created by HCDE under this Agreement are confidential and shall not be disclosed to anyone other than District officials without the written approval of the District.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or

- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

In the event of termination of this Agreement, the District shall be responsible for compensating HCDE for services provided by HCDE up to the effective date of termination and shall be paid within thirty (30) days of the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations under this Agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.

12. Conflict of Interest. During the Term of HCDE's service to the District, the District, its personnel and agents, shall not, directly or indirectly, whether for the District's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.

13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.

14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attn: James Colbert, Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022
713-694-6300

Etoile Academy Charter School ("District")
Attn: Kayleigh Colombero
Title: Superintendent
Address: 6648 Hornwood Drive
City, State, Zip: Houston, TX 77074
Phone: 713-265-8657
Email: kcolombero@etoileacademy.org

15. Relation of Parties. It is the intention of the parties that the District is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and the District or HCDE and any of the District's representatives.

16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide the District with programs or services. During the Term of this Agreement, the District reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT

LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

HCDE is not a regulatory agency and interprets regulations as a regulated political subdivision. Audits performed in accordance with this Agreement are limited to the data, information, and access provided by the District to HCDE, and HCDE does not warrant that Audits conducted hereunder will uncover every security concern, area of needed improvement, or any other category of information examined by HCDE. Audits conducted by HCDE are intended as one source, among other sources, for use by the District in determining the safety and security of its facilities. Successful completion of Audits under this Agreement will support partial satisfaction of the District's compliance with current statutory requirements as set forth in Texas Senate Bill 11 in September 2011.

18. Limitation of Liability. Without waiver of the Disclaimer in Article 16 of this Agreement, the Parties agree that:

- Neither Party waives any immunity afforded to it under applicable law; and
- Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.

19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.

20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas, and the Parties hereby submit to the exclusive jurisdiction of said courts.

21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.

22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.

24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and the District have executed this Agreement to be effective on the date specified in Article 1. Term above:

Etoile Academy Charter School	Harris County Department of Education
District Name	
Kayleigh Colombero	
Authorized Signature	
Kayleigh Colombero	James Colbert, Jr.
Printed Name	
Superintendent	County School Superintendent
Title	
2/26/2025	
Date	Date

EXHIBIT A
Scope of Work

1. **Selected Facilities**
HCDE will conduct Safety and Security Audits ("Audits") of the facilities listed below, as selected by the District:

Timeline	Number of Sites	Site Names/Types
Spring 2025	2	Bissonnet Campus (K- 7th grade) Hornwood Campus (K-8th grade) **Total: $3,200**

2. **Scope of Audits**

The scope of each Audit includes:

1. Approach of the school/site ***unannounced*** to determine how freely HCDE team members can move about the building and interact with students and employees without being challenged by District officials (If necessary, the District will provide HCDE team members with written authorization to access the schools with a campus escort);
2. Observation of the number, location, and condition of surveillance cameras, and potential security factors relating to building entrances, stairwells, areas out of sight of usual adult vision, and other "high risk" locations.
3. Conference with the counselor, principal, and other staff to determine training and skilled, instituted procedures regarding safety and security.
4. Determination of the structure of the District's crisis response/recovery team.
5. Review of District-wide procedures, communication processes, and the climate of assessed sites.
6. Identification of any District research initiatives or networking efforts with other schools/and or districts.

3. **Reports**

After each site visit has been completed, HCDE will conduct a debriefing with key facility staff. Later, HCDE will provide a facility-specific draft report containing Audit findings, recommendations, and commendations and an Executive Summary for the Superintendent or designee. All such drafts' reports are considered drafts and works in progress, to the extent permitted by law. The Audit Final Report will be provided to the Superintendent or designee and is designed to provide the District with a useful and strategic planning tool.

Within six to eight (6-8) weeks of the Audit Final Report, the District is encouraged to respond in writing to HCDE regarding how it proposes to address recommendations contained in the Audit Final Report, which may include a decision to implement a modified or altered recommendation(s) and/or not implement recommendation(s). HCDE's team can assist District officials and principals in the development of a written response, at the request of the District.

Meeting Date: April 16, 2025

Title: Ratification CASE for Kids 21st Century Community Learning Center(s) Cycle 12, Year 2 grant for FY 2025 Interlocal with Sheldon Independent School District and Galena Park Independent School District, and Crosby Independent School District.

Submitted For: Lisa Caruthers, Case for Kids **Submitted By:** Kimberlee Flowers

Additional Resource Personnel: Danielle Bartz, Dr. Lisa Caruthers, Dr. Jesus Amezcua, Dr. Edna Johnson, and Inga Ash

Information

Posted Agenda Item:

Consider ratification of Interlocal (Expenditure) Agreements for FY 2025 CASE for Kids Nita M. Lowey 21st Century Community Learning Center(s) Cycle 12, Year 2 grant, for the period of 08/01/2024 through 07/31/2025 in the aggregate amount of $598,230 with the following entities Sheldon ISD in the amount of $187,200 (75 students served); Galena Park Independent School District in the amount of $223,830 (75 students); and Crosby Independent School District in the amount of $187,200 (75 students).

Subject:

CASE for Kids 21st Century Community Learning Center(s) Cycle 12, Year 2 grant for FY 2025 Interlocal with Sheldon ISD, Galena Park ISD, and Crosby ISD.

Rationale:

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

District	School	Amount	# Students Served
Sheldon	Monahan Elementary	$93,600	75
Sheldon	Royalwood Elementary	$93,600	75
Galena Park	Cloverleaf Elementary	$111,915	75
Galena Park	Purple Sage Elementary	$111,915	75
Crosby	Barrett Elementary	$93,600	75
Crosby	Drew Elementary	$93,600	75

Attachments

Galena Park ISD

Sheldon ISD

Crosby ISD

Form Review

Inbox	Reviewed By	Date
CASE	Lisa Caruthers	03/24/2025 01:06 PM
Purchasing	Inga Ash	03/24/2025 04:11 PM
Purchasing Director	Edna Johnson	03/26/2025 09:48 AM
Assistant Superintendent - Business	Jesus Amezcua	04/02/2025 06:11 PM
Form Started By: Kimberlee Flowers		Started On: 03/21/2025 12:36 PM
Final Approval Date: 04/02/2025		

Docusign Envelope ID: 2731BDA7-B985-4F0C-9F53-FD37BF0B6563

INTERLOCAL CONTRACT
BETWEEN
HARRIS COUNTY DEPARTMENT OF EDUCATION
AND
GALENA PARK INDEPENDENT SCHOOL DISTRICT

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract ("Contract") is entered into by and between Harris County Department of Education ("HCDE") and **Galena Park Independent School District** ("ISD") for the purpose of providing Nita M. Lowey 21st Century Community Learning Centers/Texas ACE **Cycle 12 Year 2** ("afterschool program") at select site(s) within the ISD.

I. PURPOSE

The ISD agrees to provide quality after-school programs at the site(s) specified in Exhibit C within the ISD. The ISD agrees to meet the following performance objectives:

A. Participants will demonstrate educational and social benefits and exhibit positive behavioral changes.

1. By the first and subsequent years of the project, increase the number of students that participate in after-school programs

2. By the end of the project period, increase the overall academic performance of participating students in core skills, including reading, writing, mathematics, science and social studies as measured by formal and informal assessments of skills and abilities.

3. By the end of the project period, increase improvement of participating students' social and conflict resolution skills, as demonstrated by decreased disciplinary referrals in-school and out-of-school suspensions, and increased attendance at the participating schools.

4. Increase participation in the number, variety, and quality of afterschool activities in the ISD.

5. Parents of participating students will demonstrate increased involvement in their child's education as measured by the participation in program family activities, volunteerism at the school, and participation in a Texas ACE Advisory Council.

B. The ISD will offer a range of high-quality educational, developmental, and recreational service at each specified site ("Center").

1. Core educational services. The Center will offer homework help and academic clubs through Learning Labs to increase academic performance, high quality services in core academic areas, e.g. reading and literacy, mathematics, and science.

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2. Enrichment and support activities. The Center will integrate social and emotional Learning (SEL) concepts and strategies in enrichment and support activities such as nutrition and health, art, music, technology, and recreation.

3. College and career readiness activities. The Center will provide Civic Engagement and Services Learning opportunities for students to encourage guided critical thinking skills through site-centered town hall meetings and debate tournaments.

4. Community involvement. The Center will establish and maintain partnerships within the community that continue to increase levels of community collaboration in planning, implementation, and sustaining programs.

5. Services to parents and other adult community members. The Center will offer services to parents and other adult community members and work with the CASE for Kids Family Engagement Specialist to implement required parent involvement programming.

6. Extended hours. Each Center will offer services at least 15 hours a week, for a 5 days per week for a minimum of 155 days. For the summer program, each Center will offer services for a minimum of six hours per day, four days per week, for a minimum of 25 days.

II. TERM

This Contract shall be for the period beginning 8/1/2024 and ending 7/31/2025. 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).

III. PROGRAM DESCRIPTION AND REQUIREMENTS

The ISD agrees to provide quality after-school programs as set out in the ISD's approved site description(s) and in accordance with the ISD's approved site description(s). A copy of the ISD's approved budget(s) and site description(s) are attached as Exhibit B and Exhibit C and are incorporated by reference into this Contract. The operations listed in the site description(s) are referred to collectively as the "Center Programs."

A. For the afterschool program(s), the ISD agrees to:

1. Appoint a full-time site coordinator to serve as the main contact at each Center

2. Begin services for students and families no earlier than the grant start date of August 1, 2024 and no later than September 4, 2024, unless specifically approved by TEA.

3. Assist in the preparation of contracts, financial reports, requisitions, and inventory;

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4. Regularly engage a stakeholders to serve as the Texas ACE steering committee charged with providing feedback to increase program quality, build community awareness, evaluate program effectiveness, and inform operations and sustainability plans aligning Center programs with curriculum goals;

5. Organize a record keeping system to monitor Center goals, objectives, budgeting expenditures, and inventory;

6. Participate in ongoing evaluation and modification of the Centers which will measure the achievement of the performance objectives, including, but not limited to, student, parent and teacher surveys, as well as a mandatory campus administration walk-through of programming once per term documented by the completion of the CASE for Kids' Principal assessment tool;

7. Participate in formal and informal site visits throughout the program year to assess program quality and grant compliance;

8. Ensure the targeted total number of individual students participating in the program will attend no less than **60** days of the total scheduled Texas ACE activities;

9. Increase guided critical thinking skills and civic engagement through the participation in Service-Learning projects, Kids' Day events or field-trips sponsored by HCDE and CASE for Kids;

10. Match grant funds to extend tutoring availability while providing additional teachers to serve students most in need.

11. Coordinate enrichment activities such as off-site learning experiences, speakers, and educational presentations;

12. Integrate social and emotional learning practices in enrichment activities to improve behavioral outcomes; while offering a diverse menu of enrichment activities taught by teachers and or service providers;

13. Assist with coordinating and implementing all youth leadership activities and initiatives associated with Civic Engagement; including students attending local, regional or national conferences that would benefit youth leadership and the Texas ACE program;

14. Confer with prospective students and parents to promote family involvement in student learning during monthly parental activities and allow access to parents on campus to the CASE for Kids' Program Specialist who will assist with implementing parent involvement programming;

15. Assure the program will be integrated with other TEA initiatives designed to accelerate learning and increase specific academic student outcomes.

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16. Provide High Impact Tutoring (HIT) to students at least three times per week and integrate supplemental HQIM and HIT product use as necessary to increase academic performance.

17. Enroll students who may be **meet at least two** of the following recruitment requirements:
    a. considered economically disadvantaged
    b. at risk for academic failure or retained in prior grade levels
    c. Failed one or more classes at the end of the previous school year
    d. involvement in criminal or delinquent activities
    e. Did not perform at the recommended level on the STAAR test (if applicable)
    f. Recommended by teachers and/or counselors with documented behavioral referrals;

18. Serve as primary liaison with the transportation department in matters relating to students involved in the Center programs;

19. Establish and maintain an advisory council that meets quarterly for each center comprised of parents, students, service providers, community-based organizations, and businesses;

20. Maintain active participation in the monthly CASE for Kids' Learning Communities, annual training series and all other training(s) required by the Texas Education Agency;

21. Assist Center Coordinators in coordinating the Center programs with that of the regular school's instructional programs;

22. Align program activities to school day curriculum and TEKS objectives using the most updated version of the Texas ACE Activity and Lesson Plan Worksheets provided in the Texas ACE Blueprint;

23. Seek business and community financial support and other outside sources for funding to sustain the project beyond the grant period;

24. Ensure compliance with grant term closeout procedures as outlined in the CASE for Kids Close-out Procedures Manual and Texas ACE Prime Blueprint operations manual; retain and maintain documentation of all equipment, materials and supplies purchased with grant funds; and financial documentation, including expenditure reports, invoices, general ledgers

25. Adhere to program cancellation make up day policies required by Texas Education Agency and CASE for Kids guidelines;

26. Maintain adherence to the Texas ACE Road Map & Texas ACE Blueprint guidelines set forth by the Texas Education Agency, CASE for Kids guidelines and district polices;

27. Provide a minimum of 10% of leveraging funds, including in-kind, to further support the Texas ACE Cycle 12 program.

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B. The ISD agrees to provide after-school programs to students and parents in accordance with its site description(s). The ISD agrees to provide facilities and personnel necessary to operate the after-school program to students, parents, and community members as stated in its site description(s). The ISD will provide the after-school program at the school sites specified in Exhibit C. The ISD agrees that the services/activities for each after-school program will adhere to those in the most recent grant proposal for the Texas ACE Program submitted by HCDE to the Texas Education Agency.

C. The ISD further agrees that it will comply with all terms and conditions of the Texas Education Agency grant awarded to HCDE under the Nita M. Lowey 21st Century Community Learning Centers Program (Texas ACE), including the applicable parts of the Education Department General Administrative Regulations (EDGAR) that govern the award and administration of this grant. Those regulations include, but are not limited to, regulations pertaining to reporting, regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Contract, and regulations pertaining to copyrights and rights in data. The ISD certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances in Exhibit A attached hereto and incorporated herein. The ISD further agrees to abide by all of the guidelines developed by HCDE in furtherance of this Contract.

D. The ISD agrees not to make any expenditure in excess of the budget submitted with the ISD's site description.

E. For each Center, the ISD agrees to provide Center programs, facilities, and personnel necessary to operate the Center to students, parents and community members in accordance with its site description. The ISD will provide the Center(s) at the school sites specified in Exhibit C. The ISD agrees that the services/activities for each Center will adhere to those in the grant proposal for the Texas ACE Program submitted by HCDE to the Texas Education Agency.

F. The ISD agrees to receive HCDE's approval at least four weeks prior to making changes to the Center's description(s), including changes to the number or types of services provided; names of contractors or collaborators delivering services; hours of the program(s); the number and ages of children and adults served; dates of holidays; name of the site coordinator; field trips; employee out-of-state travel or any other changes to the site description(s).

G. HCDE agrees to provide a CASE for Kids Registration form for use in program enrollment. The ISD agrees to use the provided form as it currently exists or may be revised by HCDE/CASE in the future. The ISD further agrees to affirm enrollment of students and provision of services by ensuring that a completed CASE for Kids registration form is authorized for each child enrolled in the program by the child's parent/guardian.

H. The ISD agrees to maintain necessary records and accounts in order to assure that payments received from HCDE have been expended for the Center(s). The ISD agrees to provide these records and other information as required by HCDE. The ISD agrees to retain all required records for three years after HCDE makes final payments to ISDs and all other pending

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matters are closed. The ISD will submit to HCDE verification of employment status for employees, receipts and invoices for supplies, and copies of contracts for contracted services purchased.

I. The ISD shall furnish operating reports to designated HCDE representatives on a monthly basis. Such reports may include, but not be limited to: activity and enrollment reports; financial reports; eligibility documents; complaints made by students, parents, employees, and other persons; and investigative reports of any kind involving the Center(s), Center programs, or its participants. Any reports or evaluations incidental to this Contract shall be performed only with the prior approval of HCDE. No reports or evaluations shall be released to third parties without the prior written approval of HCDE, unless release is required under the Public Information Act. This reporting will form a part of the regular monthly reporting documentation to HCDE and continue for as long as the ISD receives payments from HCDE under this Contract.

J. The ISD acknowledges and agrees that it is solely responsible for all costs, wages, expenses, and fees associated with or arising from the operation of the Center(s).

K. The ISD agrees to maintain documentation of all equipment, materials and supplies purchased with grant funds; update the CASE for Kids inventory form as need based on purchases received, used or based on conditional change (new, good, fair or poor). The ISD further agrees to The Education Department General Administrative Regulations (EDGAR) 80.32(e) and 80.33(b) that disposition be requested for all equipment and unused supplies acquired under a grant.

L. The ISD agrees to cooperate with the evaluation of the Center(s) by designating internal staff to work with the CASE for Kids' external evaluator to implement and monitor the evaluation process, including the ISD's progress in meeting the performance objectives established by the Texas Education Agency for the Nita M. Lowey 21st Century Community Learning Centers, the effect of the Center(s) on participants, and the effectiveness of the Center(s) in meeting the performance objectives established by the Texas Education Agency. The ISD agrees to provide such records as STAAR scores, TAKS scores, grades, Stanford Achievement scores, conduct scores, end of course scores and disciplinary reports for students in the Center programs to HCDE in accordance with the reporting due dates established by TEA.

M. The ISD agrees to allow HCDE, the Texas Education Agency, the State of Texas Comptroller, or any of their duly authorized representatives to any books, documents, papers, and records relating to the services provided under this Contract for the purpose of making audits, examinations, evaluations, excerpts, and transcriptions.

N. The ISD may use the payments from HCDE to create new program(s) or enhance existing program(s), but the payments from HCDE should not replace funding for an existing program(s). In the event that payments from HCDE will be used to expand already existing program(s), the ISD will provide HCDE with detailed documentation of the program(s) including a list of students and adults currently enrolled, attendance since the beginning of

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the school year (or past six months), and a schedule of activities offered by the program(s) since the beginning of the year. The ISD will also report all sources of funding for the program(s) and the total cost of the program(s) to HCDE.

O. The ISD agrees to obtain and assess criminal history record information for each employee or volunteer used in the Center(s) and to use only those persons fit to work with students.

P. ISD agrees that it will comply with the assurances, certifications, and disclosures provided by Texas Education Agency, including the "General Provisions & Assurances," "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," "Lobbying Certification", "Disclosures of Lobbying Activities", "Every Student Succeeds Act (ESSA) Provisions and Assurances" and "Program-Specific Provisions & Assurances", which are attached hereto as Exhibit D and incorporated by reference into this Contract.

Q. The ISD further agrees that it will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protections Agency regulations (40 CFR part 15), and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

R. The ISD agrees that the certifications and agreements included in the HCDE Vendor Certification Forms, attached hereto as Exhibit A and incorporated by reference in the agreement for all purposes, is true and correct.

S. The ISD agrees to provide the after-school program to at least the number of students and parents indicated on Exhibit C attached to the Contract. The ISD further agrees that if any time after 2/28/2025, the HCDE CASE for Kids Director determines that there is less than **60**% of the agreed upon students and/or parents in the afterschool program (the numbers on Exhibit C), HCDE may withhold and reserve up to one-third of the budget (Exhibit B of the Contract) that it would have otherwise paid to the ISD and use those funds, in HCDE's sole discretion, to try to increase student and/or parent participation. The ISD agrees and understands that this will result in receipt by the ISD of up to one-third less funds than the ISD would have received under the Contract as specified in Exhibit B. Upon 2/28/2025, if less than 50% of the budget is not allocated for program expenditures, HCDE reserves the right to reduce the ISD's operating budget for the spring term and in subsequent grant years, as applicable.

IV. COMPENSATION AND FUNDING

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

- $223,830.00 for providing the Center in accordance with Section III and this Contract at Cloverleaf Elementary and Purple Sage Elementary.

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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 2/28/2025, 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. PIGGYBACKING ON HCDE-PROCURED CONTRACTS

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

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Direct 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 District elects to piggyback off of one of HCDE's contracts with CASE for Kids for Youth Services for Afterschool and Summer, the District shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to the District for use of HCDE contracts with Direct Service Providers. The District shall make payments directly to vendors/Direct Service Providers. The District 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 District 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 the District and the vendor. HCDE is not responsible or liable for the performance of any vendor used by the District as a result of this Agreement or the District's piggybacking off of one of HCDE's contracts with Direct Service Providers.

VI. RELATIONSHIP

It is understood and agreed that the ISD is an independent contractor. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between HCDE and any employee or agent of the ISD. The Contract does not create a joint venture or business partnership under Texas law.

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

VII. TERMINATION

This Contract may be terminated by either party without cause with thirty (30) days advance written notice. HCDE may by written notice at any time terminate this Contract if the ISD fails to comply with a provision of this Contract. HCDE may also terminate this Contract as provided in Section IV.

VIII. AUTHORIZATION

Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.

IX. NOTICE

Any notice provided under the terms of this Contract by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice to shall be sufficient if made or addressed as follows:

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Harris County Department of Education
Attention: James Colbert Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022

Attention: Mr. Ben Pape
Galena Park Independent School District
14705 Woodforest Blvd
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.

X. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Texas.

XI. VENUE

The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas.

XII. ENTIRE AGREEMENT

This Contract, Exhibit B, Exhibit C and Exhibit D represents the entire and exclusive agreement between the parties thereto and replaces in their entirety any previous agreements, written or oral.

XIII. AMENDMENT

This Contract may be amended only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this Contract.

XIV. ASSIGNMENT

Neither this Contract nor any duties or obligations under it shall be assignable by the ISD without the prior written acknowledgment and authorization of HCDE.

XV. SEVERABILITY

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

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XVI. BENEFIT FOR SIGNATORY PARTIES ONLY

Neither this Contract, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

XVII. IMMUNITIES

Nothing in this Contract waives or alters any immunities provided either of the parties, their employees, officers, or agents, under Texas or federal law.

Executed this _____ day of _____ the Year 2025.

By:

_____
James Colbert, Jr.
County School Superintendent
Harris County Department of Education

By:

Ben Pape 02/11/2025 | 4:47 PM CST
_____
Ben Pape
Chief Financial Officer
Galena Park Independent School District

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EXHIBIT B

Galena Park ISD: Cloverleaf Elementary CASE for Kids 21st Century/Texas ACE Cycle 12, Year 2 Budget	
Funds for HIT Tutorials (Personnel and/or Materials)	**$ 20,000**
Personnel -- 6100	
Site Coordinator	$ 60,000
School Year Certified Teachers	
Summer Certified Teachers	
School Year Para-professionals	$ 24,640
Summer Para-professionals	$ 7,275
Payroll	**$ 91,915**
Site Coordinator Fringe Benefits	
Staff Fringe Benefits	
Fringe Benefits	
Total Payroll Costs 6100	**$ 91,915**
Professional & Contractual Services -- 6200	
Topic: Academic Assistance	
Topic: Enrichment	
Topic: Professional Development	
Topic: Family & Parental Engagement	
Total Professional & Contractual Services 6200	
Materials & Supplies -- 6300	
Site Coordinator Office Supplies	
Family Engagment Supplies	
Program Consumable Supplies	
Program Technology	
Program Literacy Materials	
Total Materials & Supplies 6300	**$ -**
Other Operating Costs -- 6400	
Fieldtrip Transportation	
Fieldtrip Admission	
Snacks for Family Engagement	
In-state Conference **(OSTICON)**	
Facility Cost	
Out-of-state Conference	
Total Other Operating Costs 6400	**$ -**
Total:	**$ 111,915**

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EXHIBIT B

Galena Park ISD: Purple Sage Elementary CASE for Kids 21st Century/Texas ACE Cycle 12, Year 2 Budget	
Funds for HIT Tutorials (Personnel and/or Materials)	**$ 20,000**
Personnel -- 6100	
Site Coordinator	$ 60,000
School Year Certified Teachers	
Summer Certified Teachers	
School Year Para-professionals	$ 24,640
Summer Para-professionals	$ 7,275
Payroll	**$ 91,915**
Site Coordinator Fringe Benefits	
Staff Fringe Benefits	
Fringe Benefits	
Total Payroll Costs 6100	**$ 91,915**
Professional & Contractual Services -- 6200	
Topic: Academic Assistance	
Topic: Enrichment	
Topic: Professional Development	
Topic: Family & Parental Engagement	
Total Professional & Contractual Services 6200	
Materials & Supplies -- 6300	
Site Coordinator Office Supplies	
Family Engagment Supplies	
Program Consumable Supplies	
Program Technology	
Program Literacy Materials	
Total Materials & Supplies 6300	**$ -**
Other Operating Costs -- 6400	
Fieldtrip Transportation	
Fieldtrip Admission	
Snacks for Family Engagement	
In-state Conference **(OSTICON)**	
Facility Cost	
Out-of-state Conference	
Total Other Operating Costs 6400	**$ -**
Total:	**$ 111,915**

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EXHIBIT C

2024-2025 Nita M. Lowey 21st Century Community Learning Centers, Cycle 12 Year 2

Texas ACE Center Operations Schedule			Program Year 2024-2025
Center	**9 Digit campus ID #**	**Name of Center/Feeder School, Physical Address, City, ZIP**	***Grade Levels Served***
Center	101910102	Cloverleaf Elementary School 1035 Frankie Street Houston, TX 77015	Kindergarten – 5th
Feeder			

Proposed "Regular" Student Target	Proposed "HIT" Student Target	Proposed Parent/Legal Guardian Target
75	**50**	**40**

Program Operations	Start Date (MM/DD/YY):	End Date (MM/DD/YY):	Total Days
Fall Term	8/19/2024	12/20/2024	77
Spring Term	1/9/2025	5/23/2025	85
Summer Term	5/29/2025	7/13/2025	25
Total number of Days:			184

Center Schedule

Day of the Week	Fall Term				Spring Term				Summer Term			
	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End
Monday			315	6:15			315	6:15	8:00			2:00
Tuesday			315	6:15			315	6:15	8:00			2:00
Wednesday			315	6:15			315	6:15	8:00			2:00
Thursday			315	6:15			315	6:15	8:00			2:00
Friday			315	6:15			315	6:15	8:00			2:00
Total Hours Per Week:	15				15				30			

Adjunct Sites, If applicable (site name and full address)	N/A
Special Schedules (Saturday Events, Field Trips)	To Be Determined
Family Engagement Activities *(Schedule for ongoing activities. family engagement opportunities must be offered at least once per month)*	Monthly activities including, but not limited to, Reading/Math Literacy Night, STEM/Game Nights; Thanksgiving Potluck

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EXHIBIT C

2024-2025 Nita M. Lowey 21st Century Community Learning Centers, Cycle 12 Year 2

Texas ACE Center Operations Schedule			Program Year 2024-2025
Center	**9 Digit campus ID #**	**Name of Center/Feeder School, Physical Address, City, ZIP**	***Grade Levels Served***
Center	101910112	Purple Sage Elementary 6500 Purple Sage Rd. Houston, TX 77049	Kindergarten – 5th
Feeder			

Proposed "Regular" Student Target	Proposed "HIT" Student Target	Proposed Parent/Legal Guardian Target
75	**50**	**40**

Program Operations	Start Date (MM/DD/YY):	End Date (MM/DD/YY):	Total Days
Fall Term	8/19/2024	12/20/2024	77
Spring Term	1/9/2025	5/23/2025	85
Summer Term	5/29/2025	7/13/2025	25
Total number of Days:			185

Center Schedule

Day of the Week	Fall Term				Spring Term				Summer Term			
	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End
Monday			315	6:15			315	6:15	8:00			2:00
Tuesday			315	6:15			315	6:15	8:00			2:00
Wednesday			315	6:15			315	6:15	8:00			2:00
Thursday			315	6:15			315	6:15	8:00			2:00
Friday			315	6:15			315	6:15	8:00			2:00
Total Hours Per Week:	15				15				30			

Adjunct Sites, If applicable (site name and full address)	N/A
Special Schedules (Saturday Events, Field Trips)	To Be Determined
Family Engagement Activities *(Schedule for ongoing activities. family engagement opportunities must be offered at least once per month)*	Monthly activities including, but not limited to, We Build Together, Coping with Stress and Parenting Strategies

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Texas Education Agency
General Provisions and Assurances

Statement of provisions and assurances for the program(s) in this Application:

A. **Terms defined:** As used in these Provisions and Assurances,

1. *Subaward:* An award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A Subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (2 CFR 200.92)
2. *Agency* or *TEA:* The Texas Education Agency
3. *Subrecipient:* A non-Federal entity that receives a Subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding Agency (2 CFR 200.93)
4. *Program Manager:* The person representing the Agency or the Subrecipient, as indicated by the Subaward, for the purposes of administering the Subaward Project
5. *Subaward Project:* The purpose intended to be achieved through the Subaward of which these provisions and assurances are a part
6. *Applicant:* The same as Subrecipient
7. *SAS:* The Standard Application System of which the Application document is a part
8. *Application:* The entire package submitted by the Applicant, including the required schedules contained in the Application.
9. *Amendment:* An Application that is revised in budget categories and/or in program activities. The original Application and any previous Amendments are incorporated by reference.
10. *Works:* All tangible or intangible material, products, ideas, documents, or Works of authorship prepared or created by the Subrecipient for or on behalf of TEA at any time after the beginning date of the Subaward (Works includes but is not limited to computer software, data, information, images, illustrations, designs, graphics, drawings, educational materials, assessment forms, testing materials, logos, trademarks, patentable materials, etc.)
11. *Intellectual Property Rights:* The worldwide intangible legal rights or interests evidenced by or embodied in: (a) any idea, design, concept, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (b) any work of authorship, including any copyrights, moral rights, or neighboring rights; (c) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (d) domain name registrations; and (e) any other similar rights. The Intellectual Property Rights of a party include all worldwide intangible legal rights or interests that the party may have acquired by assignment or license with the right to Grant sublicenses.
12. *Grant:* The same as Subaward
13. *Grantee:* The same as Subrecipient
14. *Grantor:* The same as Agency
15. *DCC:* The Document Control Center of the Agency
16. *Capital Assets:* Tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with Generally Accepted Accounting Principles (GAAP). Capital Assets include: (a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or

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through capital leases; and (b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to Capital Assets that materially increase their value or useful life (not ordinary repairs and maintenance).(2 CFR 200.12). If the Subrecipient purchases Capital Assets (furniture and/or equipment) with Subaward funds to accomplish the objective(s) of the project, title will remain with the Subrecipient for the period of the Subaward. The Agency reserves the right to transfer Capital Assets for Subrecipient noncompliance during the Subaward period or as needed after the ending date of the Subaward. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in the Subrecipient's accounting record.

17. *Capital Expenditures:* Expenditures to acquire Capital Assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to Capital Assets that materially increase their value or useful life. (2 CFR 200.13)

18. *Protected Personally Identifiable Information (PII):* An individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth,mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed (2 CFR 200.82)

B. **Contingency:** The agreement represented by this Subaward is executed by the Agency subject to the availability of funds appropriated by legislative act for the purposes stated. All Amendments and/or extensions or subsequent Subaward agreements entered into for the same or continued purposes are executed contingent upon the availability of appropriated funds. Notwithstanding any other provision in this Subaward agreement or any other document, this Subaward agreement is void upon appropriated funds becoming unavailable. In addition, this Subaward agreement may be terminated by the Agency at any time for any reason upon notice to the Subrecipient. Expenditures and/or activities for which the Subrecipient may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Agency. This Subaward agreement may be extended or otherwise amended only by formal written Amendment properly executed by both the Agency and the Subrecipient. No other agreement, written or oral, purporting to alter or amend this Subaward shall be valid.

C. **Subrecipient's Application:** Furnished to the Agency in response to a request for Application, is incorporated in this Subaward by reference for all necessary purposes. It is specifically provided; however, that the provisions of this Subaward shall prevail in all cases of conflict arising from the terms of the Subrecipient's Application whether such Application is a written part of this Subaward or is attached as a separate document.

D. **Requirements, Terms, Conditions, and Assurances:** Stated in the Request for Application, in response to which the Applicant is submitting this Application, and are incorporated herein by reference for all purposes. The instructions to the Standard Application System, as well as the General and Fiscal Guidelines and Program Guidelines, are incorporated herein by reference.

E. **Signature Authority; Final Expression; Superseding Document:** The Applicant certifies that the person signing or certifying and submitting this Application has been properly delegated this authority. The Subaward represents the final and complete expression of the terms of agreement between the parties. The Subaward supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises, or warranties that differ from the Subaward shall have no force or effect. The Subaward may be modified, amended, or extended only by formal written Amendment properly executed by both TEA and the Subrecipient.

F. **State of Texas Laws:** In the conduct of the Subaward Project, the Subrecipient shall be subject to Texas State Board of Education and Commissioner rules pertaining to this Subaward and the Subaward Project

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and to the laws of the State of Texas governing this Subaward and the Subaward Project. This Subaward constitutes the entire agreement between the Agency and the Subrecipient for the accomplishment of the Subaward Project. This Subaward shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this Subaward.

G. **Monitoring:** Desk reviews, on-site monitoring reviews, arranging for agreed-upon-procedures engagements, and training and technical assistance on program-related matters may be conducted by the Agency to determine compliance with the approved Application and the applicable statute(s), law(s), regulations, and guidelines.
TEA conducts federal fiscal Grant Subrecipient monitoring and compliance reviews, and implements related remedies for noncompliance, in accordance with its established policies and procedures. These policies and procedures incorporate best practices and standards that may be similar to common auditing standards, but the Agency does not apply a specific set of external standards, such as the US Government Accountability Office's Generally Accepted Government Auditing Standards (Yellow Book), nor is it required to do so.

H. **Specific Conditions:** If TEA identifies, in its sole determination, a grantee as posing a level of risk identified by the agency's risk criteria, the grantee has a history of failure to comply with the terms and conditions of the grant award, the grantee fails to meet performance goals, or is not otherwise responsible then TEA may impose additional specific award conditions on any grant award. (2 CFR 200.207).
Specific conditions may include 1) requiring payments as reimbursements rather than advance payments, 2) withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period, 3) requiring additional, more detailed, financial reports, 4) requiring additional project monitoring, 5) requiring technical or management assistance, or 6) establishing additional prior approvals.
TEA may, in appropriate circumstances, designate the specific conditions established under 2 CFR 200.207 as "high-risk conditions" and designate a non-federal entity subject to specific conditions established under 200.207 as a high-risk Grantee. (2 CFR 3474.10)

I. **Notification of Specific Conditions:** Upon placing a specific condition or high-risk Grantee identification, TEA must notify the Grantee of 1) the nature of the additional requirements, 2) the reason for the additional requirements, 3) the action needed to remove the additional requirement, if applicable, 4) the timeline for completing the additional requirements, and 5) the method for requesting reconsideration of the additional requirements being imposed. Any specific conditions must be promptly removed once the deficiency has been corrected. (2 CFR 200.207)

J. **Remedies for Noncompliance:** If TEA determines that noncompliance cannot be corrected by imposing the specific conditions, TEA may take one or more of the following remedies for noncompliance actions, as appropriate in the circumstances. 1) temporarily withhold cash payments pending correction of the deficiency, 2) disallow all or part of an activity or action not in compliance, 3) wholly or partly suspend or terminate the grant award, 4) initiate suspension or disbarment proceedings under 2 CFR 180, 5) withhold further grant awards for the project, or 6) take other remedies that may be legally available. (2 CFR 200.338)

K. **Notification of Remedies for Noncompliance and Opportunity for Hearing:** Upon taking any remedy for non- compliance, TEA must provide the Subrecipient an opportunity to object and provide information and documentation challenging the suspension or termination action. (2 CFR 200.341)

L. **Subaward Cancellation, etc.:** If this Subaward is canceled, terminated, or suspended by the Agency prior to its expiration date, the reasonable monetary value of services properly performed by the Subrecipient pursuant to this Subaward prior to such cancellation, termination, or suspension shall be determined by the Agency and paid to the Subrecipient as soon as reasonably possible.

M. **Indemnification:** The Subrecipient, to the extent permitted by law, shall hold the Agency harmless from

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and shall indemnify the Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of the Subrecipient, its agents, employees, and subcontractors, done in the conduct of the Subaward Project.

N. **Encumbrances/Obligations and Liquidations:** All encumbrances/obligations shall occur on or between the beginning and ending dates of the Subaward unless pre-award costs are expressly permitted for the individual Grant program. In general, goods or services delivered near the end of the Grant period may be viewed by TEA as not necessary to accomplish the objectives of the current Grant program; however, TEA will evaluate such expenditures on a case-by-case basis. A TEA monitor or an auditor may disallow those expenditures if the Grantee is unable to (1) document the need for the expenditures, (2) demonstrate that program beneficiaries receive benefit from the late expenditures, or (3) negate the appearance of "stockpiling" supplies or equipment. The Subrecipient must receive the benefit and liquidate (record as an expenditure) all obligations incurred under the Subaward no later than the revised final expenditure report due date. An encumbrance cannot be considered an expenditure or accounts payable until the goods have been received and the services have been rendered. Obligations that are liquidated and recognized as expenditures must meet the allowable cost principles in 2 CFR Part 200 of EDGAR (as applicable) and program rules, regulations, and guidelines contained elsewhere. This provision applies to all Grant programs, including state and federal, discretionary and formula.

O. **Financial Management and Accounting:** The Subrecipient assures it will maintain a financial management system that provides for the following: (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal Agency, and name of the pass-through entity, if any. (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 CFR 200.327 Financial reporting and 200.328 Monitoring and reporting program performance. If a Federal awarding Agency requires reporting on an accrual basis from a recipient that maintains its records on other than an accrual basis, the recipient must not be required to establish an accrual accounting system. This recipient may develop accrual data for its reports on the basis of an analysis of the documentation on hand. Similarly, a pass-through entity must not require a Subrecipient to establish an accrual accounting system and must allow the Subrecipient to develop accrual data for its reports on the basis of an analysis of the documentation on hand. (3) Records that identify adequately the source and Application of funds for federally- funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. (4) Effective control over, and accountability for, all funds, property, and other assets. The non- Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. See 2 CFR §200.303 Internal controls. (5) Comparison of expenditures with budget amounts for each Federal award. (6) Written procedures to implement the requirements of 2 CFR 200.305 Payment. (7) Written procedures for determining the allowability of costs in accordance with Subpart E—Cost Principles of this part and the terms and conditions of the Federal award. (2 CFR 200.302(b)(7)).
Public school districts, open-enrollment charter schools, and regional education service centers in Texas must comply with the accounting requirements in the Financial Accounting and Reporting (FAR) module of the *Financial Accountability System Resource Guide*, Texas Education Agency.

P. **Expenditure Reports:** The Subrecipient shall submit expenditure reports in the time and manner requested by the Agency and in accordance with the critical events calendar for the Grant accessible from the TEA Grant Opportunities page which is incorporated by reference.

Q. **Refunds Due to TEA:** If the Agency, or Subrecipient, determines that the Agency is due a refund of money paid to the Subrecipient pursuant to this Subaward, the Subrecipient shall pay the money due to the Agency within 30 days of the Subrecipient's receipt of written notice that such money is due to the

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Agency. If the Subrecipient fails to make timely payment, the Agency may obtain such money from the Subrecipient by any means permitted by law, including but not limited to offset, counterclaim, cancellation, termination, suspension, total withholding, and/or disapproval of all or any subsequent Applications for said funds.

R. **Records Retention:** Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of five years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding Agency or pass-through entity in the case of a Subrecipient (GEPA 81.31(c)).
The Subrecipient understands that acceptance of funds under this Subaward acts as acceptance of the authority of the State Auditor's office, or any successor Agency, to conduct an audit or investigation in connection with those funds. The Subrecipient further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Subrecipient and the requirements to cooperate is included in any subcontract it awards.

S. **Time and Effort Recordkeeping:** For those personnel whose salaries are prorated between or among different funding sources or used as matching/cost sharing to a federal Grant, time and effort records will be maintainedby Applicant that will confirm the services provided within each funding source. Applicant must adjust payroll records and expenditures based on this documentation. This requirement applies to all projects, regardless of funding source, unless otherwise specified. For federally funded projects, time and effort records must be in accordance with the requirements in 2 CFR 200.430(i) of EDGAR, as applicable.

T. **Forms, Assurances, and Reports:** The Subrecipient shall in a timely manner make and file with the proper authorities all forms, assurances, and reports required by federal laws and regulations. The Agency shall be responsible for reporting to the proper authorities any failure by the Subrecipient to comply with the foregoing laws and regulations coming to the Agency's attention, and may deny payment or recover payments made by the Agency to the Subrecipient in the event of the Subrecipient's failure to comply.

U. **Intellectual Property Ownership:** The Subrecipient agrees that all Works are, upon creation, Works made for hire and the sole property of TEA. If the Works are, under applicable law, not considered Works made for hire, the Subrecipient hereby assigns to TEA all worldwide ownership of all rights, including the Intellectual Property Rights, in the Works, without the necessity of any further consideration, and TEA can obtain and hold in its own name all such rights to the Works. The Subrecipient agrees to maintain written agreements with all officers, directors, employees, agents, representatives, and subcontractors engaged by the Subrecipient for the Subaward Project, Granting the Subrecipient rights sufficient to support the performance and Grant of rights to TEA by the Subrecipient. Copies of such agreements shall be provided to TEA promptly upon request.
The Subrecipient warrants that (i) it has the authority to Grant the rights herein Granted; (ii) it has not assigned or transferred any right, title, or interest to the Works or Intellectual Property Rights that would conflict with its obligations under the Subaward, and the Subrecipient will not enter into any such agreements; and (iii) the Works will be original and will not infringe any Intellectual Property Rights of any other person or entity. These warranties will survive the termination of the Subaward. If any preexisting rights are embodied in the Works, the Subrecipient Grants to TEA the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative Works based upon such preexisting rights and any derivative Works thereof; and (ii) authorize others to do any or all of the foregoing. The Subrecipient agrees to notify TEA on delivery of the Works if they include any such preexisting rights. On request, the Subrecipient will provide TEA with documentation indicating a third party's written approval for the Subrecipient to use any preexisting rights

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that may be embodied or reflected in the Works.

For School Districts, ESCs, Nonprofit, and For Profit Organizations: The foregoing Intellectual Property Ownership provisions apply to any school districts, ESCs, nonprofit organizations, and their employees, agents, representatives, consultants, and subcontractors. If a school district, ESC, or nonprofit organization or any of its subcontractor(s) wish to obtain a license agreement to use, advertise, offer for sale, sell, distribute, publicly display, publicly perform or reproduce the Works, or make derivative Works from the Works, then express written permission must first be obtained from the TEA Copyright Office.

For Colleges and Universities: The foregoing Intellectual Property Ownership provisions apply to any colleges and universities and their employees, agents, representatives, consultants, and subcontractors; provided, that for all Works and derivative Works created or conceived by colleges or universities under the Subaward, they are Granted a non-exclusive, non-transferable, royalty-free license to use the Works for their own academic and educational purposes only. The license for academic and educational purposes specifically excludes advertising, offering for sale, selling, distributing, publicly displaying, publicly performing, or reproducing the Works, or making derivative Works from the Works that are created or conceived under this Subaward; and colleges and universities and their employees, agents, representatives, consultants, and subcontractors are prohibited from engaging in these uses and activities with regard to the Works unless the prior express written permission of the TEA Copyright Office is obtained.

V. **Unfair Business Practices:** By signing this Subaward, the Subrecipient, if other than a state Agency, certifies that the Subrecipient, within the preceding 12 months, has not been found guilty, in a judicial or state Agency administrative proceeding, of unfair business practices. The Subrecipient, if other than a state Agency, also certifies that no officer of its company has, within the preceding 12 months, served as an officer in another company which has been found, in a judicial or state Agency administrative proceeding, to be guilty of unfair business practices.
The Subrecipient, whether a state Agency or not a state Agency, certifies that no funds provided under this Subaward shall be used to purchase supplies, equipment, or services from any companies found to be guilty of unfair business practices within 12 months from the determination of guilt.

W. **Subcontracting:** The Subrecipient shall not assign or subcontract any of its rights or responsibilities underthis Subaward, except as may be otherwise provided for in this Application, without prior formal written approval Granted as an Amendment to this Subaward properly executed by both the Agency and the Subrecipient.

X. **Use of Consultants:** Notwithstanding any other provision of this Application, Applicant shall not use or pay any consultant in the conduct of this Application if the services to be rendered by any such consultant can be provided by Applicant's employees.

Y. **Disposition of Equipment and Supplies:** If Capital Expenditures are used to purchase Capital Assets, the Subrecipient must request disposition instructions from the Agencybefore disposing of the equipment and/or supplies. Disposition will be made in accordance with 2 CFR 200.313 and 200.314 as applicable.

Z. **Agency Property (Terms):** In the event of loss, damage, or destruction of any property owned by or loaned by the Agency while in the custody or control of the Subrecipient, its employees, agents, consultants, or subcontractors, the Subrecipient shall indemnify the Agency and pay to the Agency the full value of or the full cost of repair or replacement of such property, whichever is the greater, within 30 days of the Subrecipient's receipt of written notice of the Agency's determination of the amount due. This provision applies whether the property is developed or purchased by the Subrecipient pursuant to this Subaward or is provided by the Agency to the Subrecipient for use in the Subaward Project. If the Subrecipient fails to make timely payment, the Agency may obtain such money from the Subrecipient by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to the Subrecipient by the Agency.

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AA. **Travel Costs:** Amounts authorized for maximum recovery for travel costs against any state or federal funding source are restricted to those amounts which are approved in the State of Texas appropriations bill in effect for the particular obligation. Any amount over this limit must come from local funding sources. Applicant must recover funds at a lesser rate if local policy amounts are less than the maximum allowed by the state. Out-of-state travel may not exceed the federal government rate for the locale. Reimbursement of travel costs is based on actual expenses. Travel allowances are unallowable.

BB. **Funds for Religious Worship, Instruction:** No funds will be used to pay for religious worship, instruction, or proselytization, or for any equipment or supplies for such, or for any construction, remodeling, repair, operation, or maintenance of any facility or part of a facility to be used for religious worship, instruction, or proselytization (34 CFR 76.532)

CC. **Disclosure of Gifts and Campaign Contributions:** The Grantee shall file disclosures of gifts and campaign contributions as required by State Board of Education Operating Rule 4.3, which is incorporated as if set out in full. The Grantee has a continuing obligation to make disclosures through the term of the Subaward. Failure to comply with State Board of Education Operating Rule 4.3 is grounds for canceling the Subaward agreement.

DD. **Submission of Audit Reports to TEA:** Grantees agree to submit audit report(s) consistent with the requirements of 2 CFR Part 200, Subpart F of EDGAR, including the reporting package described in 200.512, to the Federal Audit Clearinghouse (FAC). Also by section 44.008 of the Texas Education Code (TEC), Grantees also agree to submit audit reports to TEA Financial Compliance Division in the time and manner requested by the Agency.

Grantees that expend $750,000 or more during the entity's fiscal year in Federal awards must have a single audit conducted in accordance with 200.501 Audit requirements, except when it elects to have a program-specific audit conducted in accordance with paragraph of that section. Grantees agree to submit a copy of such audits to TEA when the schedule of findings and questioned costs disclose audit findings relating to any federal awards provided by TEA. A copy of such audits shall also be submitted to TEA if the summary schedule of prior audit findings reported the status of any audit findings relating to any federal awards provided by TEA.

EE. **Federal Rules, Laws, and Regulations That Apply to All Federal Programs:** The Subrecipient shall be subject to and shall abide by all federal laws, rules, and regulations pertaining to the Subaward Project, including but not limited to:

1. **Americans With Disabilities Act,** Public Law (P.L.) 101-336, 42 United States Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64.
2. **Title VI of the Civil Rights Act of 1964,** as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100.
3. **Title IX of the Education Amendments of 1972**, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if the Subrecipient is an educational institution.
4. **Section 504 of the Rehabilitation Act of 1973,** as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Parts 104 and 105.
5. **Age Discrimination Act of 1975,** as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 CFR Part 110.
6. **Family Educational Rights and Privacy Act (FERPA) of 1975,** as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including **Privacy Rights of Parents and Students** (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).

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7. Section 509 of H.R. 5233 as incorporated by reference in P.L. 99-500 and P.L. 99-591 **(prohibition against the use of federal Grant funds to influence legislation pending before Congress).**
8. **Pro-Children Act of 2001,** which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (ESSA, Title VIII, Part F, subpart 5). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (ESSA, Title VIII, Part F, subpart 5). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (ESSA, Title VIII, Part F, subpart 5).
9. **Fair Labor Standards Act (29 USC 207), Davis Bacon Act (40 USC 276[a]), and Contract Work Hours and Safety Standards Act (40 USC 327 et seq.),** as applicable, and their implementing regulations in 29 CFR 500-899; 29 CFR Parts 1, 3, 5, and 7; and 29 CFR Parts 5 and 1926, respectively.
10. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.
11. **Prohibition of Text Messaging and Emailing while Driving during Official Federal Grant Business:** Personnel funded from federal Grants and their subcontractors and Subgrantee are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official Grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal Grants funded by the US Department of Education).
12. **Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104[g]):** In accordance with 2 CFR 175, this award may unilaterally be terminated, without penalty, if Subrecipient or an employee of Subrecipient violates any of the applicable prohibitions of this award term through conduct that is either associated with performance under this award or imputed to Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR 85.630. Subrecipient and Subrecipient's employees may not i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; ii) Procure a commercial sex act during the period of time the award is in effect; or iii) Use forced labor in the performance of the award or Subaward under the award. Subrecipient must inform the proper authorities and Agency immediately of any information it receives from any source alleging a violation of the applicable prohibitions of this award term. In addition to all other remedies for noncompliance that are available to the Agency under this award, Subrecipient must include the requirements of this provision in any Subaward made to a private entity.

FF. **Federal Regulations Applicable to All Federal Programs:**

A complete description of the federal regulations that apply to federal education grant awards may be found on USDE's EDGAR website at http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html.

GG. **General Education Provisions Act (GEPA), As Amended, Applicable to All Federal Programs Funded or Administered through or by the US Department of Education:**

The general Application submitted by a local educational Agency shall set forth these assurances:

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1. **Applicability:** That the local educational Agency will administer each program covered by the Application in accordance with all applicable statutes, regulations, program plans, and Applications (20 USC 1232(e));
2. **Public Agency Control:** That the control of funds provided to the local educational Agency under each program, and title to property acquired with those funds, will be in a public Agency and that a public Agency will administer those funds and property (20 USC 1232(e));
3. **Sound Accounting:** That the local educational Agency will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, Federal funds paid to that Agency under each program (20 USC 1232(e));
4. **Access to Records:** That the local educational Agency will make reports to TEA and to the Secretary of Education as may reasonably be necessary to enable TEA and the Secretary to perform their duties and that the local educational Agency will maintain such records, including the records required under 20 USC 1232(f), Education Records, and provide access to those records, as TEA or the Secretary deem necessary to perform their duties (20 USC 1232(e));
5. **Participation in Planning:** That the local educational Agency will provide reasonable opportunities for the participation by teachers, parents, and other interested agencies, organizations, and individuals in the planning for and operation of each program (20 USC 1232(e));
6. **Availability of Information:** That any Application, evaluation, periodic program plan or report relating to each program will be made readily available to parents and other members of the general public (20 USC 1232(e));
7. **Construction:** That in the case of any project involving construction -
   (A) the project is not inconsistent with overall State plans for the construction of school facilities, and
   (B) in developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary under section 794 of title 29 in order to ensure that facilities constructed with the use of Federal funds are accessible to and usable by individuals with disabilities (20 USC 1232 (e));
8. **Sharing Information:** That the local educational Agency has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects (20 USC 1232(e)); and
9. **Direct Financial Benefit:** That none of the funds expended under any applicable program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization (20 USC 1232(e)).
10. **Prohibition of Funds for Busing:** No funds appropriated for the purpose of carrying out any applicable program may be used for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to overcome racial imbalance in any school or school system, or for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to carry out a plan of racial desegregation of any school or school system, except for funds appropriated pursuant to title VIII of the Elementary and Secondary Education Act of 1965 [20 U.S.C. 7701 et seq.], but not including any portion of such funds as are attributable to children counted under section 8003(d) of such Act [20 U.S.C. 7703(d)] or residing on property described in section 8013(10) of such Act [20 U.S.C. 7713(10)] (20 USC 1228).

HH. **State Rules, Laws, and Regulations That Apply to All Programs Administered by TEA:**

The Grantee shall comply with all provisions of the Texas Education Code, Chapter 22, Subchapter C, Criminal History Records, which requires that personnel employed using Grant funds shall be subject to

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the state's fingerprinting requirement. The Subrecipient provides assurance, with its signature on the Grant Application or by certifying and submitting the eGrants Application, that it will take all necessary and required steps to ensure that all its Subrecipients are in compliance with the fingerprinting requirement.

II. **Family Code Applicability:** With its signature on the Grant Application or by certifying and submitting the eGrants Application, the Subrecipient, if other than a state Agency, certifies that under Section 231.006, Family Code, that the Subrecipient is not ineligible to receive payment under this Subaward and acknowledges that this Subaward may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Subaward if the Subrecipient is found to be ineligible to receive payment. If the Subrecipient is found to be ineligible to receive payment and the Subaward is terminated, the Subrecipient is liable to TEA for attorney's fees; the costs necessary to complete the Subaward, includingthe cost of advertising and awarding a second Subaward; and any other damages or relief provided by law orequity.

JJ. **Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, appendices, General Provisions and Assurances, Program-Specific Provisions and Assurances, exhibits, attachments, or other documents, the TEA Subaward and its General Provisions and Assurances, Program- Specific Provisions and Assurances, appendices, Errata, and General and Fiscal Guidelines shall take precedence over all other documents that are a part of this Subaward.

KK. **Registered Lobbyists:** No state or federal funds transferred to a Subrecipient/Grantee may be used to hire a registered lobbyist.

LL. **Test Administration and Security:** This Subaward is executed by the Agency subject to assurance by the Subrecipient that it has at all times been and shall remain in full compliance with Title 19, Texas Administrative Code Chapter 101, and all requirements and procedures for maintaining test security specified in any test administration materials in the possession or control of the Subrecipient, or any school, campus, or program operated by the Subrecipient. Notwithstanding any other provision in this Subaward or any other document, this Subaward is void upon notice by the Agency, in its sole discretion, that the Subrecipient or any school, campus, or program operated by the Subrecipient has at any time committed a material violation of Title 19, Texas Administrative Code Chapter 101, or any requirement or procedure for maintaining test security specified in any test administration materials in the possession or control of the Subrecipient, or any school, campus, or program operated by the Subrecipient. Expenditures and/or activities for which the Subrecipient may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Agency.

MM. **Social Security Numbers:** Social security numbers will not be provided by TEA as a part of this agreement. TEA is not requiring or requesting school districts or other Grantees to provide social security numbers as a part of this agreement**.**

NN. **Student-Identifying Information:** The Subrecipient agrees that in executing tasks on behalf of TEA, the Subrecipient will not use any student-identifying information in any way that violates the provisions of FERPA and will destroy or return all student-identifying information in accordance with the terms in Section on Confidential Information, FERPA, and Information Security Requirements hereof.

OO. **Protected Personally Identifiable Information (Protected PII):** The Subrecipient agrees to take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding Agency or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

PP. **Authorized Officials for Grant Payments:** Subrecipient assures that the Grantee Manager and/or Grantee Official, or such person using the Grantee Manager or Grantee Official's credentials, has been authorized by the Subrecipient organization to enter the organization into legally binding agreements for grant payment purposes prior to the Grantee Manager or Grantee Official certifying and submitting expenditure payment

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requests in the TEA Expenditure Reporting (ER) System.

QQ. **Electronic and Information Resources Accessibility Standards**: Any Electronic Information Resources (EIR) produced as part of this agreement must comply with the State of Texas Accessibility requirements as specified in 1 TAC 206, 1 TAC Chapter 213, Federal Section 508 standards, and the WCAG 2.0 AA Accessibility Guidelines. EIR includes webpages, website portals, electronic documents (all formats), multimedia (live and recorded video, audio, and interactive presentations), web applications, online forms, and mobile applications. Websites must have a third-party company evaluate the site for accessibility before accepted by TEA.

RR. **Load Testing**: The vendor must provide documentation to TEA the application has been load tested. The results in the documentation must meet or exceed the required demands. The vendor must provide a supported service level agreement of uptime per month. The vendor must provide expected recovery time objective (RTO) and recovery point objective (RPO) in the event of major outage.

Failed Load Testing

In its sole judgment, TEA may terminate the agreement for cause if the application fails to meet the criteria for success. In its sole determination, TEA may exercise any, or all, of the following remedies in lieu of termination of this Agreement:

1. The vendor shall be given the opportunity to extend the Load Testing period for up to thirty (30) calendar days to allow the vendor to diagnose and correct performance problems that may be caused by the application or the configuration of the application, or;
2. The vendor shall be given the opportunity to install additional hardware or platform components, at the vendor's sole expense, to meet the performance requirements specified, or;
3. The vendor shall be given up to thirty (30) days following the diagnosis of any problem related to the application to correct, at the vendor's sole expense, the defects in the application, or;
4. At TEA's sole option, TEA will exercise one, or any combination, of the
5. options described above. Should the application fail to successfully complete the Load Test, the application will be deemed to have failed Acceptance and TEA will be entitled to a full refund.

If the selected vendor fails to complete the due performance of the contract in accordance to the terms and conditions, TEA reserves the right either to cancel the contract or to accept performance already made by the selected vendor. In case of termination of contract TEA reserves the right to recover an amount fixed as Liquidated Damages for non-performance.

By signing and submitting the application, or certifying and submitting the eGrants application, the Applicant indicates acceptance of and compliance with all requirements described herein.

2: Statutory/Program Assurances

The following assurances apply to this grant program. In order to meet the requirements of the grant, the grantee must comply with these assurances.

- The applicant assures that the application does not contain any information that would be protected by the Family Educational Rights and Privacy Act (FERPA) from general release to the public.
- The applicant assures that any Electronic Information Resources (EIR) produced as part of this agreement will comply with the State of Texas Accessibility requirements as specified in 1 Texas Administrative Code (TAC) 206, 1 TAC Chapter 213, Federal Section 508 standards, and the Web Content Accessibility Guidelines (WCAG) 2.0 level AA.
- The applicant assures that program funds will supplement (increase the level of service), and not supplant (replace) state mandates, State Board of Education rules, and activities previously conducted with state or local funds. The applicant provides assurance that state or local funds may not be decreased or diverted for other purposes merely because of the availability of these funds. The applicant provides assurance that program services and activities to be funded from this grant will be supplementary to existing services and activities and will not be used for any services or activities required by state law, State Board of Education rules, or local policy.
- The applicant assures that they accept and will comply with Every Student Succeeds Act Provisions and Assurances requirements.
- The applicant assures that the required proof of nonprofit status will be submitted with the grant application as described in the General and Fiscal Guidelines, Fiscal-Related Documentation Required to Be on File section.
- The applicant assures to adhere to all Performance Measures, as noted in the 2024-2025 Nita M. Lowey 21st Century Community Learning Centers, Cycle 12, Year 2, Program Guidelines, and shall provide TEA, upon request, any performance data necessary to assess the success of the program.
- The applicant assures to adhere to all Statutory Requirements and Texas Education Agency (TEA) Program Requirements as noted in the 2024-2025 Nita M. Lowey 21st Century Community Learning Centers, Cycle 12, Year 2 Program Guidelines.
- The applicant provides assurance to adhere to the agreed-upon plan in the original approved grant application and subsequent amendments as appropriate.
- The applicant provides assurance to strategically address the needs and gaps in community resources that drive improvements in academic and developmental outcomes at the center level.
- The applicant provides assurance to continue and plan partnerships that contribute to achieving stated objectives and sustaining the program over time.
- The applicant provides assurance to intentionally design program activities designed to increase performance on the stated statutory performance measures.
- The applicant provides assurance to implement best and evidence-based practices to provide educational and related activities that will complement and enhance academic performance, achievement, and positive youth development of the students.
- The applicant provides assurance to implement strategies that improve student academic achievement, campus academic achievement and overall student success.
- The applicant provides assurance to disseminate information about the learning center, including its location, to the community in a manner that is understandable and accessible.
- The applicant provides assurance to operate a system that allows students participating in the program to travel safely to and from the center and home.

2: Statutory/Program Assurances (Continued)

The following assurances apply to this grant program. In order to meet the requirements of the grant, the grantee must comply with these assurances.

- The applicant provides assurance to combine or coordinate with federal, state and local programs to make the most effective use of public resources.
- The applicant provides assurance to use volunteers in activities carried out through the learning center if applicable.
- The applicant provides assurance to implement the plan for how the community learning center will continue after funding ends.
- The applicant provides assurance the program will take place in a safe facility that is properly equipped and accessible to participants and family members.
- The applicant provides assurance that the proposed program was developed, and will be carried out, in active collaboration with the schools that participating students attend, including through the sharing of relevant data among the schools, all participants of the eligible entity, and any partnership entities in compliance with applicable laws relating to privacy and confidentiality and in alignment with the challenging state academic standards and any local academic standards.
- The applicant provides assurance that the program will target students who primarily attend schools eligible for schoolwide programs under ESEA as amended by Section 1114, and the families of such students.
- The applicant provides assurance that they will adhere to the level of services in the approved application and in the agreed-upon center operation schedules and will provide those services to eligible students through this and all continuation and renewal grant periods, as applicable. Applicant acknowledges that proposed amendments that reduce the level of services to below the Year 1 awarded application will be approved only in extreme or unusual circumstances and that failure to adhere to service levels and student targets will result in reduced funding during the subsequent continuation grant period. Grant funds remaining unexpended at the end of the expenditure reporting period for the grant award will not be made available by TEA to supplement continuation grant awards.
- The applicant provides assurance that services will be provided at no cost to participants. Grantees are prohibited from collecting fees, including late pickup fees or any other fee.
- The applicant provides assurance that activities will always be supervised by qualified staff at adult to student ratios that meet or exceed TEC Chapter 25, Subchapter D requirements or other state required ratios as applicable. Lower ratios are encouraged.
- The applicant provides assurance that center-level activities will be a minimum of 45 consecutive minutes in length and planned for each hour that a center is operating. Activities will be intentionally designed to address student academic and developmental needs and student voice, aligned with state standards and developed using a planning tool such as the Texas ACE Activity/Unit and Lesson Plan Worksheet. Activities will reflect each of the following four components during each term: academic assistance, academic enrichment, family and parental support, and college and workforce readiness. College and workforce readiness activities are required only for grades 9-12 and are allowed for other grades as appropriate.
- The applicant provides assurance that services for students and families will begin no earlier than the grant start date of August 1, 2024 and no later than September 3, 2024, unless specifically approved by TEA.

2: Statutory/Program Assurances (Continued)

The following assurances apply to this grant program. In order to meet the requirements of the grant, the grantee must comply with these assurances.

- The applicant will adhere to a TEA-approved schedule that meets or exceeds program service requirements at each center and that provides a consistent and dependable schedule of weekly activities for all students enrolled. Time dedicated to program activities for adult family members will not count toward student programming. Failure to adhere to the agreed-upon operating schedule will result in reduced funding during subsequent continuation grant period prorated for the time missed against the center-level budget(s).

  The applicant agrees to implement an approval operation calendar for each center. Specifically, each center schedule shall meet or exceed the following minimum operating schedule:

  ■ A minimum of 180 days across all terms.

  ■ School Year (fall and spring terms) - A minimum of 155 days for at least two hours per day and from school dismissal until 6:00 pm, Monday - Friday.

  ■ Summer term - A minimum of 25 days for at least six hours per day, and at least four days per week. Continuous weeks are not required.

  ■ Begin services for students and families no earlier than the grant start date of August 1, 2024, and no later than September 3, 2024, unless specifically approved by TEA.

  ■ Districts operating a four-day-per-week calendar must provide the Texas ACE program five days per week. Districts may not use the Texas 21st CCLC to fund the traditional school-day.

- The applicant provides assurance that academic, academic enrichment, accelerated learning, and tutoring activities will align with the regular school day program and state standards. Enrichment activities will enhance the academic-related activities of the regular day and/or be aligned with a documented student or campus need.

- The applicant provides assurance that all activities will occur at an approved center or, on a limited and pre-approved basis, at an adjunct site or during an approved field trip. Activities at a non-approved location, such as a feeder school, are unallowable and will not be charged to the grant.

- The applicant provides assurance they will offer families of students served by the program opportunities for active and meaningful engagement in their children's education and opportunities for literacy and related educational development. Family activities will be designed to meet the identified needs of each center's families and students; the needs of working families will be specifically addressed. Activities will be ongoing and consistently available throughout each term. The number of family members served will be proportional to the targeted number of students.

- The applicant provides assurance that all required staff positions will regularly participate in training and other opportunities offered by the Texas ACE program. In addition, the grantee will regularly provide program-specific in-person training to center-level staff and will document the content and attendance of training events.

- The applicant provides assurance that it will regularly engage a Steering Committee of stakeholders, new or existing, charged with providing continuous feedback and involvement to increase community awareness and program quality, evaluate program effectiveness, and inform operations and sustainability plans. Membership will be diverse and qualified to support efforts to increase quality and visibility of the program in the community.

INTERLOCAL CONTRACT
BETWEEN
HARRIS COUNTY DEPARTMENT OF EDUCATION
AND
SHELDON INDEPENDENT SCHOOL DISTRICT

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract ("Contract") is entered into by and between Harris County Department of Education ("HCDE") and **Sheldon Independent School District** ("ISD") for the purpose of providing Nita M. Lowey 21st Century Community Learning Centers/Texas ACE **Cycle 12 Year 2** ("afterschool program") at select site(s) within the ISD.

I. PURPOSE

The ISD agrees to provide quality after-school programs at the site(s) specified in Exhibit C within the ISD. The ISD agrees to meet the following performance objectives:

A. Participants will demonstrate educational and social benefits and exhibit positive behavioral changes.

1. By the first and subsequent years of the project, increase the number of students that participate in after-school programs

2. By the end of the project period, increase the overall academic performance of participating students in core skills, including reading, writing, mathematics, science and social studies as measured by formal and informal assessments of skills and abilities.

3. By the end of the project period, increase improvement of participating students' social and conflict resolution skills, as demonstrated by decreased disciplinary referrals in-school and out-of-school suspensions, and increased attendance at the participating schools.

4. Increase participation in the number, variety, and quality of afterschool activities in the ISD.

5. Parents of participating students will demonstrate increased involvement in their child's education as measured by the participation in program family activities, volunteerism at the school, and participation in a Texas ACE Advisory Council.

B. The ISD will offer a range of high-quality educational, developmental, and recreational service at each specified site ("Center").

1. Core educational services. The Center will offer homework help and academic clubs through Learning Labs to increase academic performance, high quality services in core academic areas, e.g. reading and literacy, mathematics, and science.

2. Enrichment and support activities. The Center will integrate social and emotional Learning (SEL) concepts and strategies in enrichment and support activities such as nutrition and health, art, music, technology, and recreation.

3. College and career readiness activities. The Center will provide Civic Engagement and Services Learning opportunities for students to encourage guided critical thinking skills through site-centered town hall meetings and debate tournaments.

4. Community involvement. The Center will establish and maintain partnerships within the community that continue to increase levels of community collaboration in planning, implementation, and sustaining programs.

5. Services to parents and other adult community members. The Center will offer services to parents and other adult community members and work with the CASE for Kids Family Engagement Specialist to implement required parent involvement programming.

6. Extended hours. Each Center will offer services at least 15 hours a week, for a 5 days per week for a minimum of 155 days. For the summer program, each Center will offer services for a minimum of six hours per day, four days per week, for a minimum of 25 days.

II. TERM

This Contract shall be for the period beginning 8/1/2024 and ending 7/31/2025. 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).

III. PROGRAM DESCRIPTION AND REQUIREMENTS

The ISD agrees to provide quality after-school programs as set out in the ISD's approved site description(s) and in accordance with the ISD's approved site description(s). A copy of the ISD's approved budget(s) and site description(s) are attached as Exhibit B and Exhibit C and are incorporated by reference into this Contract. The operations listed in the site description(s) are referred to collectively as the "Center Programs."

A. For the afterschool program(s), the ISD agrees to:

1. Appoint a full-time site coordinator to serve as the main contact at each Center

2. Begin services for students and families no earlier than the grant start date of August 1, 2024 and no later than September 4, 2024, unless specifically approved by TEA.

3. Assist in the preparation of contracts, financial reports, requisitions, and inventory;

4. Regularly engage a stakeholders to serve as the Texas ACE steering committee charged with providing feedback to increase program quality, build community awareness, evaluate program effectiveness, and inform operations and sustainability plans aligning Center programs with curriculum goals;

5. Organize a record keeping system to monitor Center goals, objectives, budgeting expenditures, and inventory;

6. Participate in ongoing evaluation and modification of the Centers which will measure the achievement of the performance objectives, including, but not limited to, student, parent and teacher surveys, as well as a mandatory campus administration walk-through of programming once per term documented by the completion of the CASE for Kids' Principal assessment tool;

7. Participate in formal and informal site visits throughout the program year to assess program quality and grant compliance;

8. Ensure the targeted total number of individual students participating in the program will attend no less than **60** days of the total scheduled Texas ACE activities;

9. Increase guided critical thinking skills and civic engagement through the participation in Service-Learning projects, Kids' Day events or field-trips sponsored by HCDE and CASE for Kids;

10. Match grant funds to extend tutoring availability while providing additional teachers to serve students most in need.

11. Coordinate enrichment activities such as off-site learning experiences, speakers, and educational presentations;

12. Integrate social and emotional learning practices in enrichment activities to improve behavioral outcomes; while offering a diverse menu of enrichment activities taught by teachers and or service providers;

13. Assist with coordinating and implementing all youth leadership activities and initiatives associated with Civic Engagement; including students attending local, regional or national conferences that would benefit youth leadership and the Texas ACE program;

14. Confer with prospective students and parents to promote family involvement in student learning during monthly parental activities and allow access to parents on campus to the CASE for Kids' Program Specialist who will assist with implementing parent involvement programming;

15. Assure the program will be integrated with other TEA initiatives designed to accelerate learning and increase specific academic student outcomes.

16. Provide High Impact Tutoring (HIT) to students at least three times per week and integrate supplemental HQIM and HIT product use as necessary to increase academic performance.

17. Enroll students who may be **meet at least two** of the following recruitment requirements:
    a. considered economically disadvantaged
    b. at risk for academic failure or retained in prior grade levels
    c. Failed one or more classes at the end of the previous school year
    d. involvement in criminal or delinquent activities
    e. Did not perform at the recommended level on the STAAR test (if applicable)
    f. Recommended by teachers and/or counselors with documented behavioral referrals;

18. Serve as primary liaison with the transportation department in matters relating to students involved in the Center programs;

19. Establish and maintain an advisory council that meets quarterly for each center comprised of parents, students, service providers, community-based organizations, and businesses;

20. Maintain active participation in the monthly CASE for Kids' Learning Communities, annual training series and all other training(s) required by the Texas Education Agency;

21. Assist Center Coordinators in coordinating the Center programs with that of the regular school's instructional programs;

22. Align program activities to school day curriculum and TEKS objectives using the most updated version of the Texas ACE Activity and Lesson Plan Worksheets provided in the Texas ACE Blueprint;

23. Seek business and community financial support and other outside sources for funding to sustain the project beyond the grant period;

24. Ensure compliance with grant term closeout procedures as outlined in the CASE for Kids Close-out Procedures Manual and Texas ACE Prime Blueprint operations manual; retain and maintain documentation of all equipment, materials and supplies purchased with grant funds; and financial documentation, including expenditure reports, invoices, general ledgers

25. Adhere to program cancellation make up day policies required by Texas Education Agency and CASE for Kids guidelines;

26. Maintain adherence to the Texas ACE Road Map & Texas ACE Blueprint guidelines set forth by the Texas Education Agency, CASE for Kids guidelines and district polices;

27. Provide a minimum of 10% of leveraging funds, including in-kind, to further support the Texas ACE Cycle 12 program.

B. The ISD agrees to provide after-school programs to students and parents in accordance with its site description(s). The ISD agrees to provide facilities and personnel necessary to operate the after-school program to students, parents, and community members as stated in its site description(s). The ISD will provide the after-school program at the school sites specified in Exhibit C. The ISD agrees that the services/activities for each after-school program will adhere to those in the most recent grant proposal for the Texas ACE Program submitted by HCDE to the Texas Education Agency.

C. The ISD further agrees that it will comply with all terms and conditions of the Texas Education Agency grant awarded to HCDE under the Nita M. Lowey 21st Century Community Learning Centers Program (Texas ACE), including the applicable parts of the Education Department General Administrative Regulations (EDGAR) that govern the award and administration of this grant. Those regulations include, but are not limited to, regulations pertaining to reporting, regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Contract, and regulations pertaining to copyrights and rights in data. The ISD certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances in Exhibit A attached hereto and incorporated herein. The ISD further agrees to abide by all of the guidelines developed by HCDE in furtherance of this Contract.

D. The ISD agrees not to make any expenditure in excess of the budget submitted with the ISD's site description.

E. For each Center, the ISD agrees to provide Center programs, facilities, and personnel necessary to operate the Center to students, parents and community members in accordance with its site description. The ISD will provide the Center(s) at the school sites specified in Exhibit C. The ISD agrees that the services/activities for each Center will adhere to those in the grant proposal for the Texas ACE Program submitted by HCDE to the Texas Education Agency.

F. The ISD agrees to receive HCDE's approval at least four weeks prior to making changes to the Center's description(s), including changes to the number or types of services provided; names of contractors or collaborators delivering services; hours of the program(s); the number and ages of children and adults served; dates of holidays; name of the site coordinator; field trips; employee out-of-state travel or any other changes to the site description(s).

G. HCDE agrees to provide a CASE for Kids Registration form for use in program enrollment. The ISD agrees to use the provided form as it currently exists or may be revised by HCDE/CASE in the future. The ISD further agrees to affirm enrollment of students and provision of services by ensuring that a completed CASE for Kids registration form is authorized for each child enrolled in the program by the child's parent/guardian.

H. The ISD agrees to maintain necessary records and accounts in order to assure that payments received from HCDE have been expended for the Center(s). The ISD agrees to provide these records and other information as required by HCDE. The ISD agrees to retain all required records for three years after HCDE makes final payments to ISDs and all other pending

matters are closed. The ISD will submit to HCDE verification of employment status for employees, receipts and invoices for supplies, and copies of contracts for contracted services purchased.

I. The ISD shall furnish operating reports to designated HCDE representatives on a monthly basis. Such reports may include, but not be limited to: activity and enrollment reports; financial reports; eligibility documents; complaints made by students, parents, employees, and other persons; and investigative reports of any kind involving the Center(s), Center programs, or its participants. Any reports or evaluations incidental to this Contract shall be performed only with the prior approval of HCDE. No reports or evaluations shall be released to third parties without the prior written approval of HCDE, unless release is required under the Public Information Act. This reporting will form a part of the regular monthly reporting documentation to HCDE and continue for as long as the ISD receives payments from HCDE under this Contract.

J. The ISD acknowledges and agrees that it is solely responsible for all costs, wages, expenses, and fees associated with or arising from the operation of the Center(s).

K. The ISD agrees to maintain documentation of all equipment, materials and supplies purchased with grant funds; update the CASE for Kids inventory form as need based on purchases received, used or based on conditional change (new, good, fair or poor). The ISD further agrees to The Education Department General Administrative Regulations (EDGAR) 80.32(e) and 80.33(b) that disposition be requested for all equipment and unused supplies acquired under a grant.

L. The ISD agrees to cooperate with the evaluation of the Center(s) by designating internal staff to work with the CASE for Kids' external evaluator to implement and monitor the evaluation process, including the ISD's progress in meeting the performance objectives established by the Texas Education Agency for the Nita M. Lowey 21st Century Community Learning Centers, the effect of the Center(s) on participants, and the effectiveness of the Center(s) in meeting the performance objectives established by the Texas Education Agency. The ISD agrees to provide such records as STAAR scores, TAKS scores, grades, Stanford Achievement scores, conduct scores, end of course scores and disciplinary reports for students in the Center programs to HCDE in accordance with the reporting due dates established by TEA.

M. The ISD agrees to allow HCDE, the Texas Education Agency, the State of Texas Comptroller, or any of their duly authorized representatives to any books, documents, papers, and records relating to the services provided under this Contract for the purpose of making audits, examinations, evaluations, excerpts, and transcriptions.

N. The ISD may use the payments from HCDE to create new program(s) or enhance existing program(s), but the payments from HCDE should not replace funding for an existing program(s). In the event that payments from HCDE will be used to expand already existing program(s), the ISD will provide HCDE with detailed documentation of the program(s) including a list of students and adults currently enrolled, attendance since the beginning of

the school year (or past six months), and a schedule of activities offered by the program(s) since the beginning of the year. The ISD will also report all sources of funding for the program(s) and the total cost of the program(s) to HCDE.

O. The ISD agrees to obtain and assess criminal history record information for each employee or volunteer used in the Center(s) and to use only those persons fit to work with students.

P. ISD agrees that it will comply with the assurances, certifications, and disclosures provided by Texas Education Agency, including the "General Provisions & Assurances," "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," "Lobbying Certification", "Disclosures of Lobbying Activities", "Every Student Succeeds Act (ESSA) Provisions and Assurances" and "Program-Specific Provisions & Assurances", which are attached hereto as Exhibit D and incorporated by reference into this Contract.

Q. The ISD further agrees that it will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protections Agency regulations (40 CFR part 15), and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

R. The ISD agrees that the certifications and agreements included in the HCDE Vendor Certification Forms, attached hereto as Exhibit A and incorporated by reference in the agreement for all purposes, is true and correct.

S. The ISD agrees to provide the after-school program to at least the number of students and parents indicated on Exhibit C attached to the Contract. The ISD further agrees that if any time after 2/28/2025, the HCDE CASE for Kids Director determines that there is less than **60%** of the agreed upon students and/or parents in the afterschool program (the numbers on Exhibit C), HCDE may withhold and reserve up to one-third of the budget (Exhibit B of the Contract) that it would have otherwise paid to the ISD and use those funds, in HCDE's sole discretion, to try to increase student and/or parent participation. The ISD agrees and understands that this will result in receipt by the ISD of up to one-third less funds than the ISD would have received under the Contract as specified in Exhibit B. Upon 2/28/2025, if less than 50% of the budget is not allocated for program expenditures, HCDE reserves the right to reduce the ISD's operating budget for the spring term and in subsequent grant years, as applicable.

IV. COMPENSATION AND FUNDING

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

- $187,200.00 for providing the Center in accordance with Section III and this Contract at Monahan Elementary and Royalwood 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 2/28/2025, 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. PIGGYBACKING ON HCDE-PROCURED CONTRACTS

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

Direct 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 District elects to piggyback off of one of HCDE's contracts with CASE for Kids for Youth Services for Afterschool and Summer, the District shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to the District for use of HCDE contracts with Direct Service Providers. The District shall make payments directly to vendors/Direct Service Providers. The District 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 District 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 the District and the vendor. HCDE is not responsible or liable for the performance of any vendor used by the District as a result of this Agreement or the District's piggybacking off of one of HCDE's contracts with Direct Service Providers.

VI. RELATIONSHIP

It is understood and agreed that the ISD is an independent contractor. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between HCDE and any employee or agent of the ISD. The Contract does not create a joint venture or business partnership under Texas law.

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

VII. TERMINATION

This Contract may be terminated by either party without cause with thirty (30) days advance written notice. HCDE may by written notice at any time terminate this Contract if the ISD fails to comply with a provision of this Contract. HCDE may also terminate this Contract as provided in Section IV.

VIII. AUTHORIZATION

Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.

IX. NOTICE

Any notice provided under the terms of this Contract by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attention: James Colbert Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022

Sheldon Independent School District
Attention: Dr. Demetrius McCall
11411 C.E. King Parkway
Houston, Texas 77044

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

X. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Texas.

XI. VENUE

The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas.

XII. ENTIRE AGREEMENT

This Contract, Exhibit B, Exhibit C and Exhibit D represents the entire and exclusive agreement between the parties thereto and replaces in their entirety any previous agreements, written or oral.

XIII. AMENDMENT

This Contract may be amended only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this Contract.

XIV. ASSIGNMENT

Neither this Contract nor any duties or obligations under it shall be assignable by the ISD without the prior written acknowledgment and authorization of HCDE.

XV. SEVERABILITY

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XVI. BENEFIT FOR SIGNATORY PARTIES ONLY

Neither this Contract, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

XVII. IMMUNITIES

Nothing in this Contract waives or alters any immunities provided either of the parties, their employees, officers, or agents, under Texas or federal law.

Executed this _____ day of _____ the Year 2024.

By:

_____
James Colbert, Jr.
County School Superintendent
Harris County Department of Education

By:



Dr. Demetrius McCall
Superintendent
Sheldon Independent School District

EXHIBIT B

Sheldon ISD: Monahan Elementary CASE for Kids 21st Century/Texas ACE Cycle 12, Year 2 Budget	
Funds for HIT Tutorials (Personnel and/or Materials)	**$ 20,000**
Personnel -- 6100	
Site Coordinator	$ 44,374
School Year Certified Teachers	$ 14,500
Summer Certified Teachers	
School Year Para-professionals	$ 260
Summer Para-professionals	$ 4,536
Payroll	**$ 63,670**
Site Coordinator Fringe Benefits	
Staff Fringe Benefits	
Fringe Benefits	**$ 8,530**
Total Payroll Costs 6100	**$ 72,200**
Professional & Contractual Services -- 6200	
Topic: Academic Assistance	
Topic: Enrichment	
Topic: Professional Development	
Topic: Family & Parental Engagement	
Total Professional & Contractual Services 6200	
Materials & Supplies -- 6300	
Site Coordinator Office Supplies	
Family Engagment Supplies	
Program Consumable Supplies	
Program Technology	
Program Literacy Materials	
Total Materials & Supplies 6300	$ -
Other Operating Costs -- 6400	
Fieldtrip Transportation	
Fieldtrip Admission	
Snacks for Family Engagement	
In-state Conference **(OSTICON)**	$ 700
Facility Cost	
Out-of-state Conference	$ 700
Total Other Operating Costs 6400	**$ 1,400**
Total:	**$ 93,600**

EXHIBIT B

Sheldon ISD: Royalwood Elementary CASE for Kids 21st Century/Texas ACE Cycle 12, Year 2 Budget	
Funds for HIT Tutorials (Personnel and/or Materials)	**$ 20,000**
Personnel -- 6100	
Site Coordinator	$ 44,374
School Year Staff	$ 14,500
Summer Certified Teachers	
School Year Para-professionals	$ 260
Summer Year Staff	$ 4,536
Payroll	**$ 63,670**
Site Coordinator Fringe Benefits	
Staff Fringe Benefits	
Fringe Benefits	**$ 8,530**
Total Payroll Costs 6100	**$ 72,200**
Professional & Contractual Services -- 6200	
Topic: Academic Assistance	
Topic: Enrichment	
Topic: Professional Development	
Topic: Family & Parental Engagement	
Total Professional & Contractual Services 6200	
Materials & Supplies -- 6300	
Site Coordinator Office Supplies	
Family Engagment Supplies	
Program Consumable Supplies	
Program Technology	
Program Literacy Materials	
Total Materials & Supplies 6300	**$ -**
Other Operating Costs -- 6400	
Fieldtrip Transportation	
Fieldtrip Admission	
Snacks for Family Engagement	
In-state Conference **(OSTICON)**	$ 700
Facility Cost	
Out-of-state Conference	$ 700
Total Other Operating Costs 6400	**$ 1,400**
Total:	**$ 93,600**

EXHIBIT C

2024-2025 Nita M. Lowey 21st Century Community Learning Centers, Cycle 12 Year 2

Texas ACE Center Operations Schedule			Program Year 2024-2025
Center	**9 Digit campus ID #**	**Name of Center/Feeder School, Physical Address, City, ZIP**	***Grade Levels Served***
Center	101910112	L. E. Monahan Elementary 8901 Deep Valley Drive Houston, TX 77044	1st – 5th
Feeder			

Proposed "Regular" Student Target	Proposed "HIT" Student Target	Proposed Parent/Legal Guardian Target
75	**50**	**40**

Program Operations	Start Date (MM/DD/YY):	End Date (MM/DD/YY):	Total Days
Fall Term	8/12/2024	12/19/2024	70
Spring Term	1/6/2025	5/23/2025	90
Summer Term	5/27/2025	7/13/2025	25
Total number of Days:			185

Center Schedule

Day of the Week	Fall Term				Spring Term				Summer Term			
	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End
Monday			3:30	6:30			3:30	6:30	8:00			2:00
Tuesday			3:30	6:30			3:30	6:30	8:00			2:00
Wednesday			3:30	6:30			3:30	6:30	8:00			2:00
Thursday			3:30	6:30			3:30	6:30	8:00			2:00
Friday			3:30	6:30			3:30	6:30	8:00			2:00
Total Hours Per Week:	15				15				30			

Adjunct Sites, If applicable (site name and full address)	N/A
Special Schedules (Saturday Events, Field Trips)	To Be Determined
Family Engagement Activities *(Schedule for ongoing activities, family engagement opportunities must be offered at least once per month)*	Monthly activities including, but not limited to, Parental Academic Support, ESL Classes, Self-Defense

EXHIBIT C

2024-2025 Nita M. Lowey 21st Century Community Learning Centers, Cycle 12 Year 2

Texas ACE Center Operations Schedule			Program Year 2024-2025
Center	**9 Digit campus ID #**	**Name of Center/Feeder School, Physical Address, City, ZIP**	***Grade Levels Served***
Center	101924102	Royalwood Elementary 7715 Royalwood Dr. Houston, TX 77049	1st – 5th
Feeder			

Proposed "Regular" Student Target	Proposed "HIT" Student Target	Proposed Parent/Legal Guardian Target
75	**50**	**40**

Program Operations	Start Date (MM/DD/YY):	End Date (MM/DD/YY):	Total Days
Fall Term	8/12/2024	12/19/2024	70
Spring Term	1/6/2025	5/23/2025	90
Summer Term	5/27/2025	7/13/2025	25
Total number of Days:			185

Center Schedule

Day of the Week	Fall Term				Spring Term				Summer Term			
	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End
Monday			3:30	6:30			3:30	6:30	8:00			2:00
Tuesday			3:30	6:30			3:30	6:30	8:00			2:00
Wednesday			3:30	6:30			3:30	6:30	8:00			2:00
Thursday			3:30	6:30			3:30	6:30	8:00			2:00
Friday			3:30	6:30			3:30	6:30	8:00			2:00
Total Hours Per Week:	15				15				30			

Adjunct Sites, If applicable (site name and full address)	N/A
Special Schedules (Saturday Events, Field Trips)	To Be Determined
Family Engagement Activities *(Schedule for ongoing activities, family engagement opportunities must be offered at least once per month)*	Monthly activities including, but not limited to, Parental Academic Support, ESL Classes, Self-Defense

EXHIBIT D

Texas Education Agency
General Provisions and Assurances

Statement of provisions and assurances for the program(s) in this Application:

A. **Terms defined:** As used in these Provisions and Assurances,

1. *Subaward:* An award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A Subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (2 CFR 200.92)
2. *Agency* or *TEA:* The Texas Education Agency
3. *Subrecipient:* A non-Federal entity that receives a Subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding Agency (2 CFR 200.93)
4. *Program Manager:* The person representing the Agency or the Subrecipient, as indicated by the Subaward, for the purposes of administering the Subaward Project
5. *Subaward Project:* The purpose intended to be achieved through the Subaward of which these provisions and assurances are a part
6. *Applicant:* The same as Subrecipient
7. *SAS:* The Standard Application System of which the Application document is a part
8. *Application:* The entire package submitted by the Applicant, including the required schedules contained in the Application.
9. *Amendment:* An Application that is revised in budget categories and/or in program activities. The original Application and any previous Amendments are incorporated by reference.
10. *Works:* All tangible or intangible material, products, ideas, documents, or Works of authorship prepared or created by the Subrecipient for or on behalf of TEA at any time after the beginning date of the Subaward (Works includes but is not limited to computer software, data, information, images, illustrations, designs, graphics, drawings, educational materials, assessment forms, testing materials, logos, trademarks, patentable materials, etc.)
11. *Intellectual Property Rights:* The worldwide intangible legal rights or interests evidenced by or embodied in: (a) any idea, design, concept, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (b) any work of authorship, including any copyrights, moral rights, or neighboring rights; (c) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (d) domain name registrations; and (e) any other similar rights. The Intellectual Property Rights of a party include all worldwide intangible legal rights or interests that the party may have acquired by assignment or license with the right to Grant sublicenses.
12. *Grant:* The same as Subaward
13. *Grantee:* The same as Subrecipient
14. *Grantor:* The same as Agency
15. *DCC:* The Document Control Center of the Agency
16. *Capital Assets:* Tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with Generally Accepted Accounting Principles (GAAP). Capital Assets include: (a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or

through capital leases; and (b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to Capital Assets that materially increase their value or useful life (not ordinary repairs and maintenance).(2 CFR 200.12). If the Subrecipient purchases Capital Assets (furniture and/or equipment) with Subaward funds to accomplish the objective(s) of the project, title will remain with the Subrecipient for the period of the Subaward. The Agency reserves the right to transfer Capital Assets for Subrecipient noncompliance during the Subaward period or as needed after the ending date of the Subaward. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in the Subrecipient's accounting record.

17. *Capital Expenditures:* Expenditures to acquire Capital Assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to Capital Assets that materially increase their value or useful life. (2 CFR 200.13)

18. *Protected Personally Identifiable Information (PII):* An individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth,mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed (2 CFR 200.82)

B. **Contingency:** The agreement represented by this Subaward is executed by the Agency subject to the availability of funds appropriated by legislative act for the purposes stated. All Amendments and/or extensions or subsequent Subaward agreements entered into for the same or continued purposes are executed contingent upon the availability of appropriated funds. Notwithstanding any other provision in this Subaward agreement or any other document, this Subaward agreement is void upon appropriated funds becoming unavailable. In addition, this Subaward agreement may be terminated by the Agency at any time for any reason upon notice to the Subrecipient. Expenditures and/or activities for which the Subrecipient may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Agency. This Subaward agreement may be extended or otherwise amended only by formal written Amendment properly executed by both the Agency and the Subrecipient. No other agreement, written or oral, purporting to alter or amend this Subaward shall be valid.

C. **Subrecipient's Application:** Furnished to the Agency in response to a request for Application, is incorporated in this Subaward by reference for all necessary purposes. It is specifically provided; however, that the provisions of this Subaward shall prevail in all cases of conflict arising from the terms of the Subrecipient's Application whether such Application is a written part of this Subaward or is attached as a separate document.

D. **Requirements, Terms, Conditions, and Assurances:** Stated in the Request for Application, in response to which the Applicant is submitting this Application, and are incorporated herein by reference for all purposes. The instructions to the Standard Application System, as well as the General and Fiscal Guidelines and Program Guidelines, are incorporated herein by reference.

E. **Signature Authority; Final Expression; Superseding Document:** The Applicant certifies that the person signing or certifying and submitting this Application has been properly delegated this authority. The Subaward represents the final and complete expression of the terms of agreement between the parties. The Subaward supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises, or warranties that differ from the Subaward shall have no force or effect. The Subaward may be modified, amended, or extended only by formal written Amendment properly executed by both TEA and the Subrecipient.

F. **State of Texas Laws:** In the conduct of the Subaward Project, the Subrecipient shall be subject to Texas State Board of Education and Commissioner rules pertaining to this Subaward and the Subaward Project

and to the laws of the State of Texas governing this Subaward and the Subaward Project. This Subaward constitutes the entire agreement between the Agency and the Subrecipient for the accomplishment of the Subaward Project. This Subaward shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this Subaward.

G. **Monitoring:** Desk reviews, on-site monitoring reviews, arranging for agreed-upon-procedures engagements, and training and technical assistance on program-related matters may be conducted by the Agency to determine compliance with the approved Application and the applicable statute(s), law(s), regulations, and guidelines.
TEA conducts federal fiscal Grant Subrecipient monitoring and compliance reviews, and implements related remedies for noncompliance, in accordance with its established policies and procedures. These policies and procedures incorporate best practices and standards that may be similar to common auditing standards, but the Agency does not apply a specific set of external standards, such as the US Government Accountability Office's Generally Accepted Government Auditing Standards (Yellow Book), nor is it required to do so.

H. **Specific Conditions:** If TEA identifies, in its sole determination, a grantee as posing a level of risk identified by the agency's risk criteria, the grantee has a history of failure to comply with the terms and conditions of the grant award, the grantee fails to meet performance goals, or is not otherwise responsible then TEA may impose additional specific award conditions on any grant award. (2 CFR 200.207).
Specific conditions may include 1) requiring payments as reimbursements rather than advance payments, 2) withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period, 3) requiring additional, more detailed, financial reports, 4) requiring additional project monitoring, 5) requiring technical or management assistance, or 6) establishing additional prior approvals.
TEA may, in appropriate circumstances, designate the specific conditions established under 2 CFR 200.207 as "high-risk conditions" and designate a non-federal entity subject to specific conditions established under 200.207 as a high-risk Grantee. (2 CFR 3474.10)

I. **Notification of Specific Conditions:** Upon placing a specific condition or high-risk Grantee identification, TEA must notify the Grantee of 1) the nature of the additional requirements, 2) the reason for the additional requirements, 3) the action needed to remove the additional requirement, if applicable, 4) the timeline for completing the additional requirements, and 5) the method for requesting reconsideration of the additional requirements being imposed. Any specific conditions must be promptly removed once the deficiency has been corrected. (2 CFR 200.207)

J. **Remedies for Noncompliance:** If TEA determines that noncompliance cannot be corrected by imposing the specific conditions, TEA may take one or more of the following remedies for noncompliance actions, as appropriate in the circumstances. 1) temporarily withhold cash payments pending correction of the deficiency, 2) disallow all or part of an activity or action not in compliance, 3) wholly or partly suspend or terminate the grant award, 4) initiate suspension or disbarment proceedings under 2 CFR 180, 5) withhold further grant awards for the project, or 6) take other remedies that may be legally available. (2 CFR 200.338)

K. **Notification of Remedies for Noncompliance and Opportunity for Hearing:** Upon taking any remedy for non- compliance, TEA must provide the Subrecipient an opportunity to object and provide information and documentation challenging the suspension or termination action. (2 CFR 200.341)

L. **Subaward Cancellation, etc.:** If this Subaward is canceled, terminated, or suspended by the Agency prior to its expiration date, the reasonable monetary value of services properly performed by the Subrecipient pursuant to this Subaward prior to such cancellation, termination, or suspension shall be determined by the Agency and paid to the Subrecipient as soon as reasonably possible.

M. **Indemnification:** The Subrecipient, to the extent permitted by law, shall hold the Agency harmless from

and shall indemnify the Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of the Subrecipient, its agents, employees, and subcontractors, done in the conduct of the Subaward Project.

N. **Encumbrances/Obligations and Liquidations:** All encumbrances/obligations shall occur on or between the beginning and ending dates of the Subaward unless pre-award costs are expressly permitted for the individual Grant program. In general, goods or services delivered near the end of the Grant period may be viewed by TEA as not necessary to accomplish the objectives of the current Grant program; however, TEA will evaluate such expenditures on a case-by-case basis. A TEA monitor or an auditor may disallow those expenditures if the Grantee is unable to (1) document the need for the expenditures, (2) demonstrate that program beneficiaries receive benefit from the late expenditures, or (3) negate the appearance of "stockpiling" supplies or equipment. The Subrecipient must receive the benefit and liquidate (record as an expenditure) all obligations incurred under the Subaward no later than the revised final expenditure report due date. An encumbrance cannot be considered an expenditure or accounts payable until the goods have been received and the services have been rendered. Obligations that are liquidated and recognized as expenditures must meet the allowable cost principles in 2 CFR Part 200 of EDGAR (as applicable) and program rules, regulations, and guidelines contained elsewhere. This provision applies to all Grant programs, including state and federal, discretionary and formula.

O. **Financial Management and Accounting:** The Subrecipient assures it will maintain a financial management system that provides for the following: (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal Agency, and name of the pass-through entity, if any. (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 CFR 200.327 Financial reporting and 200.328 Monitoring and reporting program performance. If a Federal awarding Agency requires reporting on an accrual basis from a recipient that maintains its records on other than an accrual basis, the recipient must not be required to establish an accrual accounting system. This recipient may develop accrual data for its reports on the basis of an analysis of the documentation on hand. Similarly, a pass-through entity must not require a Subrecipient to establish an accrual accounting system and must allow the Subrecipient to develop accrual data for its reports on the basis of an analysis of the documentation on hand. (3) Records that identify adequately the source and Application of funds for federally- funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. (4) Effective control over, and accountability for, all funds, property, and other assets. The non- Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. See 2 CFR §200.303 Internal controls. (5) Comparison of expenditures with budget amounts for each Federal award. (6) Written procedures to implement the requirements of 2 CFR 200.305 Payment. (7) Written procedures for determining the allowability of costs in accordance with Subpart E—Cost Principles of this part and the terms and conditions of the Federal award. (2 CFR 200.302(b)(7)).
Public school districts, open-enrollment charter schools, and regional education service centers in Texas must comply with the accounting requirements in the Financial Accounting and Reporting (FAR) module of the *Financial Accountability System Resource Guide*, Texas Education Agency.

P. **Expenditure Reports:** The Subrecipient shall submit expenditure reports in the time and manner requested by the Agency and in accordance with the critical events calendar for the Grant accessible from the TEA Grant Opportunities page which is incorporated by reference.

Q. **Refunds Due to TEA:** If the Agency, or Subrecipient, determines that the Agency is due a refund of money paid to the Subrecipient pursuant to this Subaward, the Subrecipient shall pay the money due to the Agency within 30 days of the Subrecipient's receipt of written notice that such money is due to the

Agency. If the Subrecipient fails to make timely payment, the Agency may obtain such money from the Subrecipient by any means permitted by law, including but not limited to offset, counterclaim, cancellation, termination, suspension, total withholding, and/or disapproval of all or any subsequent Applications for said funds.

R. **Records Retention:** Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of five years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding Agency or pass-through entity in the case of a Subrecipient (GEPA 81.31(c)).
The Subrecipient understands that acceptance of funds under this Subaward acts as acceptance of the authority of the State Auditor's office, or any successor Agency, to conduct an audit or investigation in connection with those funds. The Subrecipient further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Subrecipient and the requirements to cooperate is included in any subcontract it awards.

S. **Time and Effort Recordkeeping:** For those personnel whose salaries are prorated between or among different funding sources or used as matching/cost sharing to a federal Grant, time and effort records will be maintained by Applicant that will confirm the services provided within each funding source. Applicant must adjust payroll records and expenditures based on this documentation. This requirement applies to all projects, regardless of funding source, unless otherwise specified. For federally funded projects, time and effort records must be in accordance with the requirements in 2 CFR 200.430(i) of EDGAR, as applicable.

T. **Forms, Assurances, and Reports:** The Subrecipient shall in a timely manner make and file with the proper authorities all forms, assurances, and reports required by federal laws and regulations. The Agency shall be responsible for reporting to the proper authorities any failure by the Subrecipient to comply with the foregoing laws and regulations coming to the Agency's attention, and may deny payment or recover payments made by the Agency to the Subrecipient in the event of the Subrecipient's failure to comply.

U. **Intellectual Property Ownership:** The Subrecipient agrees that all Works are, upon creation, Works made for hire and the sole property of TEA. If the Works are, under applicable law, not considered Works made for hire, the Subrecipient hereby assigns to TEA all worldwide ownership of all rights, including the Intellectual Property Rights, in the Works, without the necessity of any further consideration, and TEA can obtain and hold in its own name all such rights to the Works. The Subrecipient agrees to maintain written agreements with all officers, directors, employees, agents, representatives, and subcontractors engaged by the Subrecipient for the Subaward Project, Granting the Subrecipient rights sufficient to support the performance and Grant of rights to TEA by the Subrecipient. Copies of such agreements shall be provided to TEA promptly upon request.
The Subrecipient warrants that (i) it has the authority to Grant the rights herein Granted; (ii) it has not assigned or transferred any right, title, or interest to the Works or Intellectual Property Rights that would conflict with its obligations under the Subaward, and the Subrecipient will not enter into any such agreements; and (iii) the Works will be original and will not infringe any Intellectual Property Rights of any other person or entity. These warranties will survive the termination of the Subaward. If any preexisting rights are embodied in the Works, the Subrecipient Grants to TEA the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative Works based upon such preexisting rights and any derivative Works thereof; and (ii) authorize others to do any or all of the foregoing. The Subrecipient agrees to notify TEA on delivery of the Works if they include any such preexisting rights. On request, the Subrecipient will provide TEA with documentation indicating a third party's written approval for the Subrecipient to use any preexisting rights

that may be embodied or reflected in the Works.

For School Districts, ESCs, Nonprofit, and For Profit Organizations: The foregoing Intellectual Property Ownership provisions apply to any school districts, ESCs, nonprofit organizations, and their employees, agents, representatives, consultants, and subcontractors. If a school district, ESC, or nonprofit organization or any of its subcontractor(s) wish to obtain a license agreement to use, advertise, offer for sale, sell, distribute, publicly display, publicly perform or reproduce the Works, or make derivative Works from the Works, then express written permission must first be obtained from the TEA Copyright Office.

For Colleges and Universities: The foregoing Intellectual Property Ownership provisions apply to any colleges and universities and their employees, agents, representatives, consultants, and subcontractors; provided, that for all Works and derivative Works created or conceived by colleges or universities under the Subaward, they are Granted a non-exclusive, non-transferable, royalty-free license to use the Works for their own academic and educational purposes only. The license for academic and educational purposes specifically excludes advertising, offering for sale, selling, distributing, publicly displaying, publicly performing, or reproducing the Works, or making derivative Works from the Works that are created or conceived under this Subaward; and colleges and universities and their employees, agents, representatives, consultants, and subcontractors are prohibited from engaging in these uses and activities with regard to the Works unless the prior express written permission of the TEA Copyright Office is obtained.

V. **Unfair Business Practices:** By signing this Subaward, the Subrecipient, if other than a state Agency, certifies that the Subrecipient, within the preceding 12 months, has not been found guilty, in a judicial or state Agency administrative proceeding, of unfair business practices. The Subrecipient, if other than a state Agency, also certifies that no officer of its company has, within the preceding 12 months, served as an officer in another company which has been found, in a judicial or state Agency administrative proceeding, to be guilty of unfair business practices.
The Subrecipient, whether a state Agency or not a state Agency, certifies that no funds provided under this Subaward shall be used to purchase supplies, equipment, or services from any companies found to be guilty of unfair business practices within 12 months from the determination of guilt.

W. **Subcontracting:** The Subrecipient shall not assign or subcontract any of its rights or responsibilities underthis Subaward, except as may be otherwise provided for in this Application, without prior formal written approval Granted as an Amendment to this Subaward properly executed by both the Agency and the Subrecipient.

X. **Use of Consultants:** Notwithstanding any other provision of this Application, Applicant shall not use or pay any consultant in the conduct of this Application if the services to be rendered by any such consultant can be provided by Applicant's employees.

Y. **Disposition of Equipment and Supplies:** If Capital Expenditures are used to purchase Capital Assets, the Subrecipient must request disposition instructions from the Agencybefore disposing of the equipment and/or supplies. Disposition will be made in accordance with 2 CFR 200.313 and 200.314 as applicable.

Z. **Agency Property (Terms):** In the event of loss, damage, or destruction of any property owned by or loaned by the Agency while in the custody or control of the Subrecipient, its employees, agents, consultants, or subcontractors, the Subrecipient shall indemnify the Agency and pay to the Agency the full value of or the full cost of repair or replacement of such property, whichever is the greater, within 30 days of the Subrecipient's receipt of written notice of the Agency's determination of the amount due. This provision applies whether the property is developed or purchased by the Subrecipient pursuant to this Subaward or is provided by the Agency to the Subrecipient for use in the Subaward Project. If the Subrecipient fails to make timely payment, the Agency may obtain such money from the Subrecipient by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to the Subrecipient by the Agency.

AA. **Travel Costs:** Amounts authorized for maximum recovery for travel costs against any state or federal funding source are restricted to those amounts which are approved in the State of Texas appropriations bill in effect for the particular obligation. Any amount over this limit must come from local funding sources. Applicant must recover funds at a lesser rate if local policy amounts are less than the maximum allowed by the state. Out-of-state travel may not exceed the federal government rate for the locale. Reimbursement of travel costs is based on actual expenses. Travel allowances are unallowable.

BB. **Funds for Religious Worship, Instruction:** No funds will be used to pay for religious worship, instruction, or proselytization, or for any equipment or supplies for such, or for any construction, remodeling, repair, operation, or maintenance of any facility or part of a facility to be used for religious worship, instruction, or proselytization (34 CFR 76.532)

CC. **Disclosure of Gifts and Campaign Contributions:** The Grantee shall file disclosures of gifts and campaign contributions as required by State Board of Education Operating Rule 4.3, which is incorporated as if set out in full. The Grantee has a continuing obligation to make disclosures through the term of the Subaward. Failure to comply with State Board of Education Operating Rule 4.3 is grounds for canceling the Subaward agreement.

DD. **Submission of Audit Reports to TEA:** Grantees agree to submit audit report(s) consistent with the requirements of 2 CFR Part 200, Subpart F of EDGAR, including the reporting package described in 200.512, to the Federal Audit Clearinghouse (FAC). Also by section 44.008 of the Texas Education Code (TEC), Grantees also agree to submit audit reports to TEA Financial Compliance Division in the time and manner requested by the Agency.

Grantees that expend $750,000 or more during the entity's fiscal year in Federal awards must have a single audit conducted in accordance with 200.501 Audit requirements, except when it elects to have a program-specific audit conducted in accordance with paragraph of that section. Grantees agree to submit a copy of such audits to TEA when the schedule of findings and questioned costs disclose audit findings relating to any federal awards provided by TEA. A copy of such audits shall also be submitted to TEA if the summary schedule of prior audit findings reported the status of any audit findings relating to any federal awards provided by TEA.

EE. **Federal Rules, Laws, and Regulations That Apply to All Federal Programs:** The Subrecipient shall be subject to and shall abide by all federal laws, rules, and regulations pertaining to the Subaward Project, including but not limited to:

1. **Americans With Disabilities Act,** Public Law (P.L.) 101-336, 42 United States Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64.
2. **Title VI of the Civil Rights Act of 1964,** as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100.
3. **Title IX of the Education Amendments of 1972**, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if the Subrecipient is an educational institution.
4. **Section 504 of the Rehabilitation Act of 1973,** as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Parts 104 and 105.
5. **Age Discrimination Act of 1975,** as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 CFR Part 110.
6. **Family Educational Rights and Privacy Act (FERPA) of 1975,** as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including **Privacy Rights of Parents and Students** (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).

7. Section 509 of H.R. 5233 as incorporated by reference in P.L. 99-500 and P.L. 99-591 **(prohibition against the use of federal Grant funds to influence legislation pending before Congress).**
8. **Pro-Children Act of 2001,** which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (ESSA, Title VIII, Part F, subpart 5). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (ESSA, Title VIII, Part F, subpart 5). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (ESSA, Title VIII, Part F, subpart 5).
9. **Fair Labor Standards Act (29 USC 207), Davis Bacon Act (40 USC 276[a]), and Contract Work Hours and Safety Standards Act (40 USC 327 et seq.),** as applicable, and their implementing regulations in 29 CFR 500-899; 29 CFR Parts 1, 3, 5, and 7; and 29 CFR Parts 5 and 1926, respectively.
10. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.
11. **Prohibition of Text Messaging and Emailing while Driving during Official Federal Grant Business:** Personnel funded from federal Grants and their subcontractors and Subgrantee are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official Grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal Grants funded by the US Department of Education).
12. **Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104[g]):** In accordance with 2 CFR 175, this award may unilaterally be terminated, without penalty, if Subrecipient or an employee of Subrecipient violates any of the applicable prohibitions of this award term through conduct that is either associated with performance under this award or imputed to Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR 85.630. Subrecipient and Subrecipient's employees may not i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; ii) Procure a commercial sex act during the period of time the award is in effect; or iii) Use forced labor in the performance of the award or Subaward under the award. Subrecipient must inform the proper authorities and Agency immediately of any information it receives from any source alleging a violation of the applicable prohibitions of this award term. In addition to all other remedies for noncompliance that are available to the Agency under this award, Subrecipient must include the requirements of this provision in any Subaward made to a private entity.

FF. **Federal Regulations Applicable to All Federal Programs:**

A complete description of the federal regulations that apply to federal education grant awards may be found on USDE's EDGAR website at http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html.

GG. **General Education Provisions Act (GEPA), As Amended, Applicable to All Federal Programs Funded or Administered through or by the US Department of Education:**

The general Application submitted by a local educational Agency shall set forth these assurances:

1. **Applicability:** That the local educational Agency will administer each program covered by the Application in accordance with all applicable statutes, regulations, program plans, and Applications (20 USC 1232(e));
2. **Public Agency Control:** That the control of funds provided to the local educational Agency under each program, and title to property acquired with those funds, will be in a public Agency and that a public Agency will administer those funds and property (20 USC 1232(e));
3. **Sound Accounting:** That the local educational Agency will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, Federal funds paid to that Agency under each program (20 USC 1232(e));
4. **Access to Records:** That the local educational Agency will make reports to TEA and to the Secretary of Education as may reasonably be necessary to enable TEA and the Secretary to perform their duties and that the local educational Agency will maintain such records, including the records required under 20 USC 1232(f), Education Records, and provide access to those records, as TEA or the Secretary deem necessary to perform their duties (20 USC 1232(e));
5. **Participation in Planning:** That the local educational Agency will provide reasonable opportunities for the participation by teachers, parents, and other interested agencies, organizations, and individuals in the planning for and operation of each program (20 USC 1232(e));
6. **Availability of Information:** That any Application, evaluation, periodic program plan or report relating to each program will be made readily available to parents and other members of the general public (20 USC 1232(e));
7. **Construction:** That in the case of any project involving construction -
   (A) the project is not inconsistent with overall State plans for the construction of school facilities, and
   (B) in developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary under section 794 of title 29 in order to ensure that facilities constructed with the use of Federal funds are accessible to and usable by individuals with disabilities (20 USC 1232 (e));
8. **Sharing Information:** That the local educational Agency has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects (20 USC 1232(e)); and
9. **Direct Financial Benefit:** That none of the funds expended under any applicable program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization (20 USC 1232(e)).
10. **Prohibition of Funds for Busing:** No funds appropriated for the purpose of carrying out any applicable program may be used for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to overcome racial imbalance in any school or school system, or for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to carry out a plan of racial desegregation of any school or school system, except for funds appropriated pursuant to title VIII of the Elementary and Secondary Education Act of 1965 [20 U.S.C. 7701 et seq.], but not including any portion of such funds as are attributable to children counted under section 8003(d) of such Act [20 U.S.C. 7703(d)] or residing on property described in section 8013(10) of such Act [20 U.S.C. 7713(10)] (20 USC 1228).

HH. **State Rules, Laws, and Regulations That Apply to All Programs Administered by TEA:**

The Grantee shall comply with all provisions of the Texas Education Code, Chapter 22, Subchapter C, Criminal History Records, which requires that personnel employed using Grant funds shall be subject to

the state's fingerprinting requirement. The Subrecipient provides assurance, with its signature on the Grant Application or by certifying and submitting the eGrants Application, that it will take all necessary and required steps to ensure that all its Subrecipients are in compliance with the fingerprinting requirement.

II. **Family Code Applicability:** With its signature on the Grant Application or by certifying and submitting the eGrants Application, the Subrecipient, if other than a state Agency, certifies that under Section 231.006, Family Code, that the Subrecipient is not ineligible to receive payment under this Subaward and acknowledges that this Subaward may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Subaward if the Subrecipient is found to be ineligible to receive payment. If the Subrecipient is found to be ineligible to receive payment and the Subaward is terminated, the Subrecipient is liable to TEA for attorney's fees; the costs necessary to complete the Subaward, includingthe cost of advertising and awarding a second Subaward; and any other damages or relief provided by law orequity.

JJ. **Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, appendices, General Provisions and Assurances, Program-Specific Provisions and Assurances, exhibits, attachments, or other documents, the TEA Subaward and its General Provisions and Assurances, Program- Specific Provisions and Assurances, appendices, Errata, and General and Fiscal Guidelines shall take precedence over all other documents that are a part of this Subaward.

KK. **Registered Lobbyists:** No state or federal funds transferred to a Subrecipient/Grantee may be used to hire a registered lobbyist.

LL. **Test Administration and Security:** This Subaward is executed by the Agency subject to assurance by the Subrecipient that it has at all times been and shall remain in full compliance with Title 19, Texas Administrative Code Chapter 101, and all requirements and procedures for maintaining test security specified in any test administration materials in the possession or control of the Subrecipient, or any school, campus, or program operated by the Subrecipient. Notwithstanding any other provision in this Subaward or any other document, this Subaward is void upon notice by the Agency, in its sole discretion, that the Subrecipient or any school, campus, or program operated by the Subrecipient has at any time committed a material violation of Title 19, Texas Administrative Code Chapter 101, or any requirement or procedure for maintaining test security specified in any test administration materials in the possession or control of the Subrecipient, or any school, campus, or program operated by the Subrecipient. Expenditures and/or activities for which the Subrecipient may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Agency.

MM. **Social Security Numbers:** Social security numbers will not be provided by TEA as a part of this agreement. TEA is not requiring or requesting school districts or other Grantees to provide social security numbers as a part of this agreement.

NN. **Student-Identifying Information:** The Subrecipient agrees that in executing tasks on behalf of TEA, the Subrecipient will not use any student-identifying information in any way that violates the provisions of FERPA and will destroy or return all student-identifying information in accordance with the terms in Section on Confidential Information, FERPA, and Information Security Requirements hereof.

OO. **Protected Personally Identifiable Information (Protected PII):** The Subrecipient agrees to take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding Agency or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

PP. **Authorized Officials for Grant Payments:** Subrecipient assures that the Grantee Manager and/or Grantee Official, or such person using the Grantee Manager or Grantee Official's credentials, has been authorized by the Subrecipient organization to enter the organization into legally binding agreements for grant payment purposes prior to the Grantee Manager or Grantee Official certifying and submitting expenditure payment

requests in the TEA Expenditure Reporting (ER) System.

QQ. **Electronic and Information Resources Accessibility Standards**: Any Electronic Information Resources (EIR) produced as part of this agreement must comply with the State of Texas Accessibility requirements as specified in 1 TAC 206, 1 TAC Chapter 213, Federal Section 508 standards, and the WCAG 2.0 AA Accessibility Guidelines. EIR includes webpages, website portals, electronic documents (all formats), multimedia (live and recorded video, audio, and interactive presentations), web applications, online forms, and mobile applications. Websites must have a third-party company evaluate the site for accessibility before accepted by TEA.

RR. **Load Testing**: The vendor must provide documentation to TEA the application has been load tested. The results in the documentation must meet or exceed the required demands. The vendor must provide a supported service level agreement of uptime per month. The vendor must provide expected recovery time objective (RTO) and recovery point objective (RPO) in the event of major outage.

Failed Load Testing

In its sole judgment, TEA may terminate the agreement for cause if the application fails to meet the criteria for success. In its sole determination, TEA may exercise any, or all, of the following remedies in lieu of termination of this Agreement:

1. The vendor shall be given the opportunity to extend the Load Testing period for up to thirty (30) calendar days to allow the vendor to diagnose and correct performance problems that may be caused by the application or the configuration of the application, or;
2. The vendor shall be given the opportunity to install additional hardware or platform components, at the vendor's sole expense, to meet the performance requirements specified, or;
3. The vendor shall be given up to thirty (30) days following the diagnosis of any problem related to the application to correct, at the vendor's sole expense, the defects in the application, or;
4. At TEA's sole option, TEA will exercise one, or any combination, of the
5. options described above. Should the application fail to successfully complete the Load Test, the application will be deemed to have failed Acceptance and TEA will be entitled to a full refund.

If the selected vendor fails to complete the due performance of the contract in accordance to the terms and conditions, TEA reserves the right either to cancel the contract or to accept performance already made by the selected vendor. In case of termination of contract TEA reserves the right to recover an amount fixed as Liquidated Damages for non-performance.

By signing and submitting the application, or certifying and submitting the eGrants application, the Applicant indicates acceptance of and compliance with all requirements described herein.

2: Statutory/Program Assurances

The following assurances apply to this grant program. In order to meet the requirements of the grant, the grantee must comply with these assurances.

- The applicant assures that the application does not contain any information that would be protected by the Family Educational Rights and Privacy Act (FERPA) from general release to the public.
- The applicant assures that any Electronic Information Resources (EIR) produced as part of this agreement will comply with the State of Texas Accessibility requirements as specified in 1 Texas Administrative Code (TAC) 206, 1 TAC Chapter 213, Federal Section 508 standards, and the Web Content Accessibility Guidelines (WCAG) 2.0 level AA.
- The applicant assures that program funds will supplement (increase the level of service), and not supplant (replace) state mandates, State Board of Education rules, and activities previously conducted with state or local funds. The applicant provides assurance that state or local funds may not be decreased or diverted for other purposes merely because of the availability of these funds. The applicant provides assurance that program services and activities to be funded from this grant will be supplementary to existing services and activities and will not be used for any services or activities required by state law, State Board of Education rules, or local policy.
- The applicant assures that they accept and will comply with Every Student Succeeds Act Provisions and Assurances requirements.
- The applicant assures that the required proof of nonprofit status will be submitted with the grant application as described in the General and Fiscal Guidelines, Fiscal-Related Documentation Required to Be on File section.
- The applicant assures to adhere to all Performance Measures, as noted in the 2024-2025 Nita M. Lowey 21st Century Community Learning Centers, Cycle 12, Year 2, Program Guidelines, and shall provide TEA, upon request, any performance data necessary to assess the success of the program.
- The applicant assures to adhere to all Statutory Requirements and Texas Education Agency (TEA) Program Requirements as noted in the 2024-2025 Nita M. Lowey 21st Century Community Learning Centers, Cycle 12, Year 2 Program Guidelines.
- The applicant provides assurance to adhere to the agreed-upon plan in the original approved grant application and subsequent amendments as appropriate.
- The applicant provides assurance to strategically address the needs and gaps in community resources that drive improvements in academic and developmental outcomes at the center level.
- The applicant provides assurance to continue and plan partnerships that contribute to achieving stated objectives and sustaining the program over time.
- The applicant provides assurance to intentionally design program activities designed to increase performance on the stated statutory performance measures.
- The applicant provides assurance to implement best and evidence-based practices to provide educational and related activities that will complement and enhance academic performance, achievement, and positive youth development of the students.
- The applicant provides assurance to implement strategies that improve student academic achievement, campus academic achievement and overall student success.
- The applicant provides assurance to disseminate information about the learning center, including its location, to the community in a manner that is understandable and accessible.
- The applicant provides assurance to operate a system that allows students participating in the program to travel safely to and from the center and home.

2: Statutory/Program Assurances (Continued)

The following assurances apply to this grant program. In order to meet the requirements of the grant, the grantee must comply with these assurances.

- The applicant provides assurance to combine or coordinate with federal, state and local programs to make the most effective use of public resources.
- The applicant provides assurance to use volunteers in activities carried out through the learning center if applicable.
- The applicant provides assurance to implement the plan for how the community learning center will continue after funding ends.
- The applicant provides assurance the program will take place in a safe facility that is properly equipped and accessible to participants and family members.
- The applicant provides assurance that the proposed program was developed, and will be carried out, in active collaboration with the schools that participating students attend, including through the sharing of relevant data among the schools, all participants of the eligible entity, and any partnership entities in compliance with applicable laws relating to privacy and confidentiality and in alignment with the challenging state academic standards and any local academic standards.
- The applicant provides assurance that the program will target students who primarily attend schools eligible for schoolwide programs under ESEA as amended by Section 1114, and the families of such students.
- The applicant provides assurance that they will adhere to the level of services in the approved application and in the agreed-upon center operation schedules and will provide those services to eligible students through this and all continuation and renewal grant periods, as applicable. Applicant acknowledges that proposed amendments that reduce the level of services to below the Year 1 awarded application will be approved only in extreme or unusual circumstances and that failure to adhere to service levels and student targets will result in reduced funding during the subsequent continuation grant period. Grant funds remaining unexpended at the end of the expenditure reporting period for the grant award will not be made available by TEA to supplement continuation grant awards.
- The applicant provides assurance that services will be provided at no cost to participants. Grantees are prohibited from collecting fees, including late pickup fees or any other fee.
- The applicant provides assurance that activities will always be supervised by qualified staff at adult to student ratios that meet or exceed TEC Chapter 25, Subchapter D requirements or other state required ratios as applicable. Lower ratios are encouraged.
- The applicant provides assurance that center-level activities will be a minimum of 45 consecutive minutes in length and planned for each hour that a center is operating. Activities will be intentionally designed to address student academic and developmental needs and student voice, aligned with state standards and developed using a planning tool such as the Texas ACE Activity/Unit and Lesson Plan Worksheet. Activities will reflect each of the following four components during each term: academic assistance, academic enrichment, family and parental support, and college and workforce readiness. College and workforce readiness activities are required only for grades 9-12 and are allowed for other grades as appropriate.
- The applicant provides assurance that services for students and families will begin no earlier than the grant start date of August 1, 2024 and no later than September 3, 2024, unless specifically approved by TEA.

2: Statutory/Program Assurances (Continued)

The following assurances apply to this grant program. In order to meet the requirements of the grant, the grantee must comply with these assurances.

- The applicant will adhere to a TEA-approved schedule that meets or exceeds program service requirements at each center and that provides a consistent and dependable schedule of weekly activities for all students enrolled. Time dedicated to program activities for adult family members will not count toward student programming. Failure to adhere to the agreed-upon operating schedule will result in reduced funding during subsequent continuation grant period prorated for the time missed against the center-level budget(s).

  The applicant agrees to implement an approval operation calendar for each center. Specifically, each center schedule shall meet or exceed the following minimum operating schedule:

  - A minimum of 180 days across all terms.
  - School Year (fall and spring terms) - A minimum of 155 days for at least two hours per day and from school dismissal until 6:00 pm, Monday - Friday.
  - Summer term - A minimum of 25 days for at least six hours per day, and at least four days per week. Continuous weeks are not required.
  - Begin services for students and families no earlier than the grant start date of August 1, 2024, and no later than September 3, 2024, unless specifically approved by TEA.
  - Districts operating a four-day-per-week calendar must provide the Texas ACE program five days per week. Districts may not use the Texas 21st CCLC to fund the traditional school-day.

- The applicant provides assurance that academic, academic enrichment, accelerated learning, and tutoring activities will align with the regular school day program and state standards. Enrichment activities will enhance the academic-related activities of the regular day and/or be aligned with a documented student or campus need.

- The applicant provides assurance that all activities will occur at an approved center or, on a limited and pre-approved basis, at an adjunct site or during an approved field trip. Activities at a non-approved location, such as a feeder school, are unallowable and will not be charged to the grant.

- The applicant provides assurance they will offer families of students served by the program opportunities for active and meaningful engagement in their children's education and opportunities for literacy and related educational development. Family activities will be designed to meet the identified needs of each center's families and students; the needs of working families will be specifically addressed. Activities will be ongoing and consistently available throughout each term. The number of family members served will be proportional to the targeted number of students.

- The applicant provides assurance that all required staff positions will regularly participate in training and other opportunities offered by the Texas ACE program. In addition, the grantee will regularly provide program-specific in-person training to center-level staff and will document the content and attendance of training events.

- The applicant provides assurance that it will regularly engage a Steering Committee of stakeholders, new or existing, charged with providing continuous feedback and involvement to increase community awareness and program quality, evaluate program effectiveness, and inform operations and sustainability plans. Membership will be diverse and qualified to support efforts to increase quality and visibility of the program in the community.

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INTERLOCAL CONTRACT
BETWEEN
HARRIS COUNTY DEPARTMENT OF EDUCATION
AND
CROSBY INDEPENDENT SCHOOL DISTRICT

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract ("Contract") is entered into by and between Harris County Department of Education ("HCDE") and **Crosby Independent School District** ("ISD") for the purpose of providing Nita M. Lowey 21st Century Community Learning Centers/Texas ACE **Cycle 12 Year 2** ("afterschool program") at select site(s) within the ISD.

I. PURPOSE

The ISD agrees to provide quality after-school programs at the site(s) specified in Exhibit C within the ISD. The ISD agrees to meet the following performance objectives:

A. Participants will demonstrate educational and social benefits and exhibit positive behavioral changes.

1. By the first and subsequent years of the project, increase the number of students that participate in after-school programs

2. By the end of the project period, increase the overall academic performance of participating students in core skills, including reading, writing, mathematics, science and social studies as measured by formal and informal assessments of skills and abilities.

3. By the end of the project period, increase improvement of participating students' social and conflict resolution skills, as demonstrated by decreased disciplinary referrals in-school and out-of-school suspensions, and increased attendance at the participating schools.

4. Increase participation in the number, variety, and quality of afterschool activities in the ISD.

5. Parents of participating students will demonstrate increased involvement in their child's education as measured by the participation in program family activities, volunteerism at the school, and participation in a Texas ACE Advisory Council.

B. The ISD will offer a range of high-quality educational, developmental, and recreational service at each specified site ("Center").

1. Core educational services. The Center will offer homework help and academic clubs through Learning Labs to increase academic performance, high quality services in core academic areas, e.g. reading and literacy, mathematics, and science.

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2. Enrichment and support activities. The Center will integrate social and emotional Learning (SEL) concepts and strategies in enrichment and support activities such as nutrition and health, art, music, technology, and recreation.

3. College and career readiness activities. The Center will provide Civic Engagement and Services Learning opportunities for students to encourage guided critical thinking skills through site-centered town hall meetings and debate tournaments.

4. Community involvement. The Center will establish and maintain partnerships within the community that continue to increase levels of community collaboration in planning, implementation, and sustaining programs.

5. Services to parents and other adult community members. The Center will offer services to parents and other adult community members and work with the CASE for Kids Family Engagement Specialist to implement required parent involvement programming.

6. Extended hours. Each Center will offer services at least 15 hours a week, for a 5 days per week for a minimum of 155 days. For the summer program, each Center will offer services for a minimum of six hours per day, four days per week, for a minimum of 25 days.

II. TERM

This Contract shall be for the period beginning 8/1/2024 and ending 7/31/2025. 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).

III. PROGRAM DESCRIPTION AND REQUIREMENTS

The ISD agrees to provide quality after-school programs as set out in the ISD's approved site description(s) and in accordance with the ISD's approved site description(s). A copy of the ISD's approved budget(s) and site description(s) are attached as Exhibit B and Exhibit C and are incorporated by reference into this Contract. The operations listed in the site description(s) are referred to collectively as the "Center Programs."

A. For the afterschool program(s), the ISD agrees to:

1. Appoint a full-time site coordinator to serve as the main contact at each Center

2. Begin services for students and families no earlier than the grant start date of August 1, 2024 and no later than September 4, 2024, unless specifically approved by TEA.

3. Assist in the preparation of contracts, financial reports, requisitions, and inventory;

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4. Regularly engage a stakeholders to serve as the Texas ACE steering committee charged with providing feedback to increase program quality, build community awareness, evaluate program effectiveness, and inform operations and sustainability plans aligning Center programs with curriculum goals;

5. Organize a record keeping system to monitor Center goals, objectives, budgeting expenditures, and inventory;

6. Participate in ongoing evaluation and modification of the Centers which will measure the achievement of the performance objectives, including, but not limited to, student, parent and teacher surveys, as well as a mandatory campus administration walk-through of programming once per term documented by the completion of the CASE for Kids' Principal assessment tool;

7. Participate in formal and informal site visits throughout the program year to assess program quality and grant compliance;

8. Ensure the targeted total number of individual students participating in the program will attend no less than **60** days of the total scheduled Texas ACE activities;

9. Increase guided critical thinking skills and civic engagement through the participation in Service-Learning projects, Kids' Day events or field-trips sponsored by HCDE and CASE for Kids;

10. Match grant funds to extend tutoring availability while providing additional teachers to serve students most in need.

11. Coordinate enrichment activities such as off-site learning experiences, speakers, and educational presentations;

12. Integrate social and emotional learning practices in enrichment activities to improve behavioral outcomes; while offering a diverse menu of enrichment activities taught by teachers and or service providers;

13. Assist with coordinating and implementing all youth leadership activities and initiatives associated with Civic Engagement; including students attending local, regional or national conferences that would benefit youth leadership and the Texas ACE program;

14. Confer with prospective students and parents to promote family involvement in student learning during monthly parental activities and allow access to parents on campus to the CASE for Kids' Program Specialist who will assist with implementing parent involvement programming;

15. Assure the program will be integrated with other TEA initiatives designed to accelerate learning and increase specific academic student outcomes.

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16. Provide High Impact Tutoring (HIT) to students at least three times per week and integrate supplemental HQIM and HIT product use as necessary to increase academic performance.

17. Enroll students who may be **meet at least two** of the following recruitment requirements:
    a. considered economically disadvantaged
    b. at risk for academic failure or retained in prior grade levels
    c. Failed one or more classes at the end of the previous school year
    d. involvement in criminal or delinquent activities
    e. Did not perform at the recommended level on the STAAR test (if applicable)
    f. Recommended by teachers and/or counselors with documented behavioral referrals;

18. Serve as primary liaison with the transportation department in matters relating to students involved in the Center programs;

19. Establish and maintain an advisory council that meets quarterly for each center comprised of parents, students, service providers, community-based organizations, and businesses;

20. Maintain active participation in the monthly CASE for Kids' Learning Communities, annual training series and all other training(s) required by the Texas Education Agency;

21. Assist Center Coordinators in coordinating the Center programs with that of the regular school's instructional programs;

22. Align program activities to school day curriculum and TEKS objectives using the most updated version of the Texas ACE Activity and Lesson Plan Worksheets provided in the Texas ACE Blueprint;

23. Seek business and community financial support and other outside sources for funding to sustain the project beyond the grant period;

24. Ensure compliance with grant term closeout procedures as outlined in the CASE for Kids Close-out Procedures Manual and Texas ACE Prime Blueprint operations manual; retain and maintain documentation of all equipment, materials and supplies purchased with grant funds; and financial documentation, including expenditure reports, invoices, general ledgers

25. Adhere to program cancellation make up day policies required by Texas Education Agency and CASE for Kids guidelines;

26. Maintain adherence to the Texas ACE Road Map & Texas ACE Blueprint guidelines set forth by the Texas Education Agency, CASE for Kids guidelines and district polices;

27. Provide a minimum of 10% of leveraging funds, including in-kind, to further support the Texas ACE Cycle 12 program.

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B. The ISD agrees to provide after-school programs to students and parents in accordance with its site description(s). The ISD agrees to provide facilities and personnel necessary to operate the after-school program to students, parents, and community members as stated in its site description(s). The ISD will provide the after-school program at the school sites specified in Exhibit C. The ISD agrees that the services/activities for each after-school program will adhere to those in the most recent grant proposal for the Texas ACE Program submitted by HCDE to the Texas Education Agency.

C. The ISD further agrees that it will comply with all terms and conditions of the Texas Education Agency grant awarded to HCDE under the Nita M. Lowey 21st Century Community Learning Centers Program (Texas ACE), including the applicable parts of the Education Department General Administrative Regulations (EDGAR) that govern the award and administration of this grant. Those regulations include, but are not limited to, regulations pertaining to reporting, regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Contract, and regulations pertaining to copyrights and rights in data. The ISD certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances in Exhibit A attached hereto and incorporated herein. The ISD further agrees to abide by all of the guidelines developed by HCDE in furtherance of this Contract.

D. The ISD agrees not to make any expenditure in excess of the budget submitted with the ISD's site description.

E. For each Center, the ISD agrees to provide Center programs, facilities, and personnel necessary to operate the Center to students, parents and community members in accordance with its site description. The ISD will provide the Center(s) at the school sites specified in Exhibit C. The ISD agrees that the services/activities for each Center will adhere to those in the grant proposal for the Texas ACE Program submitted by HCDE to the Texas Education Agency.

F. The ISD agrees to receive HCDE's approval at least four weeks prior to making changes to the Center's description(s), including changes to the number or types of services provided; names of contractors or collaborators delivering services; hours of the program(s); the number and ages of children and adults served; dates of holidays; name of the site coordinator; field trips; employee out-of-state travel or any other changes to the site description(s).

G. HCDE agrees to provide a CASE for Kids Registration form for use in program enrollment. The ISD agrees to use the provided form as it currently exists or may be revised by HCDE/CASE in the future. The ISD further agrees to affirm enrollment of students and provision of services by ensuring that a completed CASE for Kids registration form is authorized for each child enrolled in the program by the child's parent/guardian.

H. The ISD agrees to maintain necessary records and accounts in order to assure that payments received from HCDE have been expended for the Center(s). The ISD agrees to provide these records and other information as required by HCDE. The ISD agrees to retain all required records for three years after HCDE makes final payments to ISDs and all other pending

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matters are closed. The ISD will submit to HCDE verification of employment status for employees, receipts and invoices for supplies, and copies of contracts for contracted services purchased.

I. The ISD shall furnish operating reports to designated HCDE representatives on a monthly basis. Such reports may include, but not be limited to: activity and enrollment reports; financial reports; eligibility documents; complaints made by students, parents, employees, and other persons; and investigative reports of any kind involving the Center(s), Center programs, or its participants. Any reports or evaluations incidental to this Contract shall be performed only with the prior approval of HCDE. No reports or evaluations shall be released to third parties without the prior written approval of HCDE, unless release is required under the Public Information Act. This reporting will form a part of the regular monthly reporting documentation to HCDE and continue for as long as the ISD receives payments from HCDE under this Contract.

J. The ISD acknowledges and agrees that it is solely responsible for all costs, wages, expenses, and fees associated with or arising from the operation of the Center(s).

K. The ISD agrees to maintain documentation of all equipment, materials and supplies purchased with grant funds; update the CASE for Kids inventory form as need based on purchases received, used or based on conditional change (new, good, fair or poor). The ISD further agrees to The Education Department General Administrative Regulations (EDGAR) 80.32(e) and 80.33(b) that disposition be requested for all equipment and unused supplies acquired under a grant.

L. The ISD agrees to cooperate with the evaluation of the Center(s) by designating internal staff to work with the CASE for Kids' external evaluator to implement and monitor the evaluation process, including the ISD's progress in meeting the performance objectives established by the Texas Education Agency for the Nita M. Lowey 21st Century Community Learning Centers, the effect of the Center(s) on participants, and the effectiveness of the Center(s) in meeting the performance objectives established by the Texas Education Agency. The ISD agrees to provide such records as STAAR scores, TAKS scores, grades, Stanford Achievement scores, conduct scores, end of course scores and disciplinary reports for students in the Center programs to HCDE in accordance with the reporting due dates established by TEA.

M. The ISD agrees to allow HCDE, the Texas Education Agency, the State of Texas Comptroller, or any of their duly authorized representatives to any books, documents, papers, and records relating to the services provided under this Contract for the purpose of making audits, examinations, evaluations, excerpts, and transcriptions.

N. The ISD may use the payments from HCDE to create new program(s) or enhance existing program(s), but the payments from HCDE should not replace funding for an existing program(s). In the event that payments from HCDE will be used to expand already existing program(s), the ISD will provide HCDE with detailed documentation of the program(s) including a list of students and adults currently enrolled, attendance since the beginning of

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the school year (or past six months), and a schedule of activities offered by the program(s) since the beginning of the year. The ISD will also report all sources of funding for the program(s) and the total cost of the program(s) to HCDE.

O. The ISD agrees to obtain and assess criminal history record information for each employee or volunteer used in the Center(s) and to use only those persons fit to work with students.

P. ISD agrees that it will comply with the assurances, certifications, and disclosures provided by Texas Education Agency, including the "General Provisions & Assurances," "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," "Lobbying Certification", "Disclosures of Lobbying Activities", "Every Student Succeeds Act (ESSA) Provisions and Assurances" and "Program-Specific Provisions & Assurances", which are attached hereto as Exhibit D and incorporated by reference into this Contract.

Q. The ISD further agrees that it will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protections Agency regulations (40 CFR part 15), and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

R. The ISD agrees that the certifications and agreements included in the HCDE Vendor Certification Forms, attached hereto as Exhibit A and incorporated by reference in the agreement for all purposes, is true and correct.

S. The ISD agrees to provide the after-school program to at least the number of students and parents indicated on Exhibit C attached to the Contract. The ISD further agrees that if any time after 2/28/2025, the HCDE CASE for Kids Director determines that there is less than **60**% of the agreed upon students and/or parents in the afterschool program (the numbers on Exhibit C), HCDE may withhold and reserve up to one-third of the budget (Exhibit B of the Contract) that it would have otherwise paid to the ISD and use those funds, in HCDE's sole discretion, to try to increase student and/or parent participation. The ISD agrees and understands that this will result in receipt by the ISD of up to one-third less funds than the ISD would have received under the Contract as specified in Exhibit B. Upon 2/28/2025, if less than 50% of the budget is not allocated for program expenditures, HCDE reserves the right to reduce the ISD's operating budget for the spring term and in subsequent grant years, as applicable.

IV. COMPENSATION AND FUNDING

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

- $187,200.00 for providing the Center in accordance with Section III and this Contract at Barrett Elementary and Drew Elementary.

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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 2/28/2025, 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. PIGGYBACKING ON HCDE-PROCURED CONTRACTS

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

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Direct 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 District elects to piggyback off of one of HCDE's contracts with CASE for Kids for Youth Services for Afterschool and Summer, the District shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to the District for use of HCDE contracts with Direct Service Providers. The District shall make payments directly to vendors/Direct Service Providers. The District 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 District 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 the District and the vendor. HCDE is not responsible or liable for the performance of any vendor used by the District as a result of this Agreement or the District's piggybacking off of one of HCDE's contracts with Direct Service Providers.

VI. RELATIONSHIP

It is understood and agreed that the ISD is an independent contractor. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between HCDE and any employee or agent of the ISD. The Contract does not create a joint venture or business partnership under Texas law.

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

VII. TERMINATION

This Contract may be terminated by either party without cause with thirty (30) days advance written notice. HCDE may by written notice at any time terminate this Contract if the ISD fails to comply with a provision of this Contract. HCDE may also terminate this Contract as provided in Section IV.

VIII. AUTHORIZATION

Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.

IX. NOTICE

Any notice provided under the terms of this Contract by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice to shall be sufficient if made or addressed as follows:

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Harris County Department of Education
Attention: James Colbert Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022

Attention: Mrs. Paula Patterson
Crosby Independent School District
14670 FM 2100
Crosby, Texas 77532

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.

X. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Texas.

XI. VENUE

The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas.

XII. ENTIRE AGREEMENT

This Contract, Exhibit B, Exhibit C and Exhibit D represents the entire and exclusive agreement between the parties thereto and replaces in their entirety any previous agreements, written or oral.

XIII. AMENDMENT

This Contract may be amended only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this Contract.

XIV. ASSIGNMENT

Neither this Contract nor any duties or obligations under it shall be assignable by the ISD without the prior written acknowledgment and authorization of HCDE.

XV. SEVERABILITY

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

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XVI. BENEFIT FOR SIGNATORY PARTIES ONLY

Neither this Contract, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

XVII. IMMUNITIES

Nothing in this Contract waives or alters any immunities provided either of the parties, their employees, officers, or agents, under Texas or federal law.

Executed this _____ day of _____ the Year 2025.

By:

_____
James Colbert, Jr.
County School Superintendent
Harris County Department of Education

By: DocuSigned by:
Paula Patterson
_____
Mrs. Paula Patterson
Superintendent
Crosby Independent School District
(Board of Trustee Approval: January 30, 2025)

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EXHIBIT A

Harris County Department of Education

Memorandum

Date: **September 1, 2023**

To: **HCDE Vendor**

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

Re: **New Vendor Packet**

All new vendors (School Districts) doing business with Harris County Department of Education (HCDE) must complete and submit a New Vendor Packet that consists of the following documents:

1. Vendor Information Form
2. Conflict of Interest Form
3. W-9 Form

Please note that when completing the Conflict of Interest Questionnaire and no conflict exists, HCDE still needs the vendors to complete Box 1, type "N/A" on Box 3, sign and date it.

The completed vendor packet must be faxed or e-mailed to Charisma Tolbert at (713) 696-0720 or ctolbert@hcde-texas.org. If an HCDE representative requested that you submit this vendor packet, please include the name of the individual on your fax or email. Upon receipt, you and/or your company will be set up as a vendor with HCDE.

HCDE eBid System Registration:

Existing and potential vendors/suppliers interested in competing in the formal bidding process must register in the HCDE eBid System at https://hcdeebid.ionwave.net/Login.aspx to be included in the Bidders List.

The HCDE eBid System is a web-based, e-Procurement system that includes an electronic process for vendor registration and bidding. This system is being used by HCDE and the Choice Partners Cooperative.

Please note that all vendors/suppliers must register online in this new system whether or not they are currently awarded vendors or have formerly registered in the bidder's list with HCDE to automatically receive notifications of bid opportunities based on the categories of commodities they have selected.

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Harris County Department of Education
Vendor Information Form

Trade Name (dba): Crosby Independent School District

Legal Name (if different): _____

Website: www.crosbyisd.org

Primary Address: 14670 FM 2100

City: Crosby State: TX Zip Code: 77532

Country: United States of America

Phone: (281) 328 - 9200 Fax: (_____)_____-_____

Remittance Address: P.O. Box 2009

City: Crosby State: TX Zip Code: 77532

Country: United States of America

Phone: (281) 328 - 9200 Fax: (_____)_____-_____

Contact Name: Yvonne M. Johnson

Title: Chief Financial Officer

Email: yjohnson@crosbyisd.org

Phone: (281) 328 - 9200 Fax: (_____)_____-_____

Goods or services provided by your company:
PK-12 Education

Business Type (Check One):

- ☐ Retailer
- ☐ Wholesaler
- ☐ Manufacturer
- ☐ Distributer
- ☐ Contractor
- ☐ Consultant
- ☑ Service Provider
- ☐ Manufacturer Agent
- ☐ Broker

Years in Business:_____ Number of Employees: _____

HUB Certification ☐ Yes ☑ No (If yes, include copy of the HUB certificate)

Company Name that will be shown on your email for payment:
Crosby ISD

Email address where purchase orders are to be sent:
cisdbusiness@crosbyisd.org

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HCDE CONFLICT OF INTEREST DISCLOSURE STATEMENT

Harris County Department of Education (HCDE) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with HCDE or who seeks to do business with HCDE must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

1) If the vendor has an employment or other business relationship with a local government officer of HCDE or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
2) If the vendor has given a local government officer of HCDE, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
3) If the vendor has a family relationship with a local government officer of HCDE.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. *Texas Local Government Code 176.001(7).*

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. *Texas Local Government Code 176.001(3).*

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. *Texas Local Government Code 176.001(2-a).*

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. *Texas Local Government Code 176.001(4).*

- ***HCDE Board of Trustees and Superintendent include:***

Dr. John McGee	Ms. Erica Davis
Mr. Richard Cantu	Mr. David Brown
Ms. Andrea Duhon	Ms. Amy Hinojosa
Mr. Eric Dick	Mr. James Colbert, Jr., Superintendent

- ***Current local government officers include, but are not limited to:***

Dr. Jesus J. Amezcua	Danielle Clark
C.J. Rodgers	Danielle Bartz
Jonathan Parker	Richard Vela
Natasha Truitt	

If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign and date it. In the event of changed circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware that a conflict of interest exists.

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CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Crosby Independent School District

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

DocuSigned by:
Paula Patterson
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Signature of vendor doing business with the governmental entity

3/20/2025

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

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CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

CROSBY INDEPENDENT SCHOOL DISTRICT

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) LOCAL GOVERNMENTAL ENTITY/STATE AGENCY

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 3

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) C

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

14670 FM 2100 RD

6 City, state, and ZIP code

CROSBY, TX 77532

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

7	4	–	6	0	0	0	6	3	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Yvonne M. Johnson **Date** 06/13/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

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Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

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2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

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Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

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EXHIBIT B

Crosby ISD: Barrett Elementary CASE for Kids 21st Century/Texas ACE Cycle 12, Year 2 Budget	
Funds for HIT Tutorials (Personnel and/or Materials)	**$ 20,000**
Personnel -- 6100	
Site Coordinator	$ 35,000
School Year Certified Teachers	
Summer Certified Teachers	
School Year Para-professionals	$ 13,050
Summer Para-professionals	$ 16,050
Payroll	**$ 64,100**
Site Coordinator Fringe Benefits	
Staff Fringe Benefits	
Fringe Benefits	
Total Payroll Costs 6100	**$ 64,100**
Professional & Contractual Services -- 6200	
Topic: Academic Assistance	
Topic: Enrichment	
Topic: Professional Development	
Topic: Family & Parental Engagement	
Total Professional & Contractual Services 6200	
Materials & Supplies -- 6300	
Site Coordinator Office Supplies	
Family Engagment Supplies	$ 500
Program Consumable Supplies	$ 500
Program Technology	
Program Literacy Materials	$ 500
Total Materials & Supplies 6300	**$ 1,500**
Other Operating Costs -- 6400	
Fieldtrip Transportation	$ 2,000
Fieldtrip Admission	
Snacks for Family Engagement	$ 5,000
In-state Conference **(OSTICON)**	$ 1,000
Facility Cost	
Out-of-state Conference	
Total Other Operating Costs 6400	**$ 8,000**
Total:	**$ 93,600**

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EXHIBIT B

Crosby ISD: Drew Elementary CASE for Kids 21st Century/Texas ACE Cycle 12, Year 2 Budget	
Funds for HIT Tutorials (Personnel and/or Materials)	**$ 20,000**
Personnel -- 6100	
Site Coordinator	$ 35,000
School Year Certified Teachers	
Summer Certified Teachers	
School Year Para-professionals	$ 13,050
Summer Para-professionals	$ 16,050
Payroll	**$ 64,100**
Site Coordinator Fringe Benefits	
Staff Fringe Benefits	
Fringe Benefits	
Total Payroll Costs 6100	**$ 64,100**
Professional & Contractual Services -- 6200	
Topic: Academic Assistance	
Topic: Enrichment	
Topic: Professional Development	
Topic: Family & Parental Engagement	
Total Professional & Contractual Services 6200	
Materials & Supplies -- 6300	
Site Coordinator Office Supplies	
Family Engagment Supplies	$ 500
Program Consumable Supplies	$ 500
Program Technology	
Program Literacy Materials	$ 500
Total Materials & Supplies 6300	**$ 1,500**
Other Operating Costs -- 6400	
Fieldtrip Transportation	$ 2,000
Fieldtrip Admission	
Snacks for Family Engagement	$ 5,000
In-state Conference **(OSTICON)**	$ 1,000
Facility Cost	
Out-of-state Conference	
Total Other Operating Costs 6400	**$ 8,000**
Total:	**$ 93,600**

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EXHIBIT C

2024-2025 Nita M. Lowey 21st Century Community Learning Centers, Cycle 12 Year 2

Texas ACE Center Operations Schedule			Program Year 2024-2025
Center	**9 Digit campus ID #**	**Name of Center/Feeder School, Physical Address, City, ZIP**	***Grade Levels Served***
Center	101906103	Barrett Elementary 815 FM 1942 Crosby, TX 77532	1st – 5th
Feeder			

Proposed "Regular" Student Target	Proposed "HIT" Student Target	Proposed Parent/Legal Guardian Target
75	**50**	**40**

Program Operations	Start Date (MM/DD/YY):	End Date (MM/DD/YY):	Total Days
Fall Term	8/26/2024	12/19/2024	77
Spring Term	1/7/2025	5/28/2025	95
Summer Term	6/3/2025	7/9/2025	25
Total number of Days:			197

Center Schedule

Day of the Week	Fall Term				Spring Term				Summer Term			
	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End
Monday			3:50	6:00			3:50	6:00	7:00			3:00
Tuesday			3:50	6:00			3:50	6:00	7:00			3:00
Wednesday			3:50	6:00			3:50	6:00	7:00			3:00
Thursday			3:50	6:00			3:50	6:00	7:00			3:00
Friday	7:00			6:00	7:00			6:00	7:00			3:00
Total Hours Per Week:	19 hours and 40 minutes				19 hours and 40 minutes				40 hours			

Adjunct Sites, If applicable (site name and full address)	N/A
Special Schedules (Saturday Events, Field Trips)	To Be Determined
Family Engagement Activities *(Schedule for ongoing activities. family engagement opportunities must be offered at least once per month)*	Monthly activities including, but not limited to, Reading/Math Literacy Night, STEM/Game Nights; Thanksgiving Potluck

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EXHIBIT C

2024-2025 Nita M. Lowey 21st Century Community Learning Centers, Cycle 12 Year 2

Texas ACE Center Operations Schedule			Program Year 2024-2025
Center	**9 Digit campus ID #**	**Name of Center/Feeder School, Physical Address, City, ZIP**	***Grade Levels Served***
Center	101906104	Drew Elementary 223 Red Oak Ave. Crosby, TX 77532	1st – 5th
Feeder			

Proposed "Regular" Student Target	Proposed "HIT" Student Target	Proposed Parent/Legal Guardian Target
75	**50**	**40**

Program Operations	Start Date (MM/DD/YY):	End Date (MM/DD/YY):	Total Days
Fall Term	8/26/2024	12/19/2024	77
Spring Term	1/7/2025	5/28/2025	95
Summer Term	6/3/2025	7/9/2025	25
Total number of Days:			197

Center Schedule												
Day of the Week	**Fall Term**				**Spring Term**				**Summer Term**			
	AM Start	**AM End**	**PM Start**	**PM End**	**AM Start**	**AM End**	**PM Start**	**PM End**	**AM Start**	**AM End**	**PM Start**	**PM End**
Monday			3:50	6:00			3:50	6:00	7:00			3:00
Tuesday			3:50	6:00			3:50	6:00	7:00			3:00
Wednesday			3:50	6:00			3:50	6:00	7:00			3:00
Thursday			3:50	6:00			3:50	6:00	7:00			3:00
Friday	7:00			6:00	7:00			6:00	7:00			3:00
Total Hours Per Week:	19 hours and 40 minutes				19 hours and 40 minutes				40 hours			

Adjunct Sites, If applicable (site name and full address)	N/A
Special Schedules (Saturday Events, Field Trips)	To Be Determined
Parent/Legal Guardian Activities	Monthly activities including, but not limited to, Parent Showcase, Family Literacy, Parent Homework Support, and Craft Night for the Holidays

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Texas Education Agency
General Provisions and Assurances

Statement of provisions and assurances for the program(s) in this Application:

A. **Terms defined:** As used in these Provisions and Assurances,

1. *Subaward:* An award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A Subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (2 CFR 200.92)
2. *Agency* or *TEA:* The Texas Education Agency
3. *Subrecipient:* A non-Federal entity that receives a Subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding Agency (2 CFR 200.93)
4. *Program Manager:* The person representing the Agency or the Subrecipient, as indicated by the Subaward, for the purposes of administering the Subaward Project
5. *Subaward Project:* The purpose intended to be achieved through the Subaward of which these provisions and assurances are a part
6. *Applicant:* The same as Subrecipient
7. *SAS:* The Standard Application System of which the Application document is a part
8. *Application:* The entire package submitted by the Applicant, including the required schedules contained in the Application.
9. *Amendment:* An Application that is revised in budget categories and/or in program activities. The original Application and any previous Amendments are incorporated by reference.
10. *Works:* All tangible or intangible material, products, ideas, documents, or Works of authorship prepared or created by the Subrecipient for or on behalf of TEA at any time after the beginning date of the Subaward (Works includes but is not limited to computer software, data, information, images, illustrations, designs, graphics, drawings, educational materials, assessment forms, testing materials, logos, trademarks, patentable materials, etc.)
11. *Intellectual Property Rights:* The worldwide intangible legal rights or interests evidenced by or embodied in: (a) any idea, design, concept, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (b) any work of authorship, including any copyrights, moral rights, or neighboring rights; (c) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (d) domain name registrations; and (e) any other similar rights. The Intellectual Property Rights of a party include all worldwide intangible legal rights or interests that the party may have acquired by assignment or license with the right to Grant sublicenses.
12. *Grant:* The same as Subaward
13. *Grantee:* The same as Subrecipient
14. *Grantor:* The same as Agency
15. *DCC:* The Document Control Center of the Agency
16. *Capital Assets:* Tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with Generally Accepted Accounting Principles (GAAP). Capital Assets include: (a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or

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through capital leases; and (b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to Capital Assets that materially increase their value or useful life (not ordinary repairs and maintenance).(2 CFR 200.12). If the Subrecipient purchases Capital Assets (furniture and/or equipment) with Subaward funds to accomplish the objective(s) of the project, title will remain with the Subrecipient for the period of the Subaward. The Agency reserves the right to transfer Capital Assets for Subrecipient noncompliance during the Subaward period or as needed after the ending date of the Subaward. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in the Subrecipient's accounting record.

17. *Capital Expenditures:* Expenditures to acquire Capital Assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to Capital Assets that materially increase their value or useful life. (2 CFR 200.13)

18. *Protected Personally Identifiable Information (PII):* An individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth,mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed (2 CFR 200.82)

B. **Contingency:** The agreement represented by this Subaward is executed by the Agency subject to the availability of funds appropriated by legislative act for the purposes stated. All Amendments and/or extensions or subsequent Subaward agreements entered into for the same or continued purposes are executed contingent upon the availability of appropriated funds. Notwithstanding any other provision in this Subaward agreement or any other document, this Subaward agreement is void upon appropriated funds becoming unavailable. In addition, this Subaward agreement may be terminated by the Agency at any time for any reason upon notice to the Subrecipient. Expenditures and/or activities for which the Subrecipient may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Agency. This Subaward agreement may be extended or otherwise amended only by formal written Amendment properly executed by both the Agency and the Subrecipient. No other agreement, written or oral, purporting to alter or amend this Subaward shall be valid.

C. **Subrecipient's Application:** Furnished to the Agency in response to a request for Application, is incorporated in this Subaward by reference for all necessary purposes. It is specifically provided; however, that the provisions of this Subaward shall prevail in all cases of conflict arising from the terms of the Subrecipient's Application whether such Application is a written part of this Subaward or is attached as a separate document.

D. **Requirements, Terms, Conditions, and Assurances:** Stated in the Request for Application, in response to which the Applicant is submitting this Application, and are incorporated herein by reference for all purposes. The instructions to the Standard Application System, as well as the General and Fiscal Guidelines and Program Guidelines, are incorporated herein by reference.

E. **Signature Authority; Final Expression; Superseding Document:** The Applicant certifies that the person signing or certifying and submitting this Application has been properly delegated this authority. The Subaward represents the final and complete expression of the terms of agreement between the parties. The Subaward supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises, or warranties that differ from the Subaward shall have no force or effect. The Subaward may be modified, amended, or extended only by formal written Amendment properly executed by both TEA and the Subrecipient.

F. **State of Texas Laws:** In the conduct of the Subaward Project, the Subrecipient shall be subject to Texas State Board of Education and Commissioner rules pertaining to this Subaward and the Subaward Project

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and to the laws of the State of Texas governing this Subaward and the Subaward Project. This Subaward constitutes the entire agreement between the Agency and the Subrecipient for the accomplishment of the Subaward Project. This Subaward shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this Subaward.

G. **Monitoring:** Desk reviews, on-site monitoring reviews, arranging for agreed-upon-procedures engagements, and training and technical assistance on program-related matters may be conducted by the Agency to determine compliance with the approved Application and the applicable statute(s), law(s), regulations, and guidelines.
TEA conducts federal fiscal Grant Subrecipient monitoring and compliance reviews, and implements related remedies for noncompliance, in accordance with its established policies and procedures. These policies and procedures incorporate best practices and standards that may be similar to common auditing standards, but the Agency does not apply a specific set of external standards, such as the US Government Accountability Office's Generally Accepted Government Auditing Standards (Yellow Book), nor is it required to do so.

H. **Specific Conditions:** If TEA identifies, in its sole determination, a grantee as posing a level of risk identified by the agency's risk criteria, the grantee has a history of failure to comply with the terms and conditions of the grant award, the grantee fails to meet performance goals, or is not otherwise responsible then TEA may impose additional specific award conditions on any grant award. (2 CFR 200.207).
Specific conditions may include 1) requiring payments as reimbursements rather than advance payments, 2) withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period, 3) requiring additional, more detailed, financial reports, 4) requiring additional project monitoring, 5) requiring technical or management assistance, or 6) establishing additional prior approvals.
TEA may, in appropriate circumstances, designate the specific conditions established under 2 CFR 200.207 as "high-risk conditions" and designate a non-federal entity subject to specific conditions established under 200.207 as a high-risk Grantee. (2 CFR 3474.10)

I. **Notification of Specific Conditions:** Upon placing a specific condition or high-risk Grantee identification, TEA must notify the Grantee of 1) the nature of the additional requirements, 2) the reason for the additional requirements, 3) the action needed to remove the additional requirement, if applicable, 4) the timeline for completing the additional requirements, and 5) the method for requesting reconsideration of the additional requirements being imposed. Any specific conditions must be promptly removed once the deficiency has been corrected. (2 CFR 200.207)

J. **Remedies for Noncompliance:** If TEA determines that noncompliance cannot be corrected by imposing the specific conditions, TEA may take one or more of the following remedies for noncompliance actions, as appropriate in the circumstances. 1) temporarily withhold cash payments pending correction of the deficiency, 2) disallow all or part of an activity or action not in compliance, 3) wholly or partly suspend or terminate the grant award, 4) initiate suspension or disbarment proceedings under 2 CFR 180, 5) withhold further grant awards for the project, or 6) take other remedies that may be legally available. (2 CFR 200.338)

K. **Notification of Remedies for Noncompliance and Opportunity for Hearing:** Upon taking any remedy for non- compliance, TEA must provide the Subrecipient an opportunity to object and provide information and documentation challenging the suspension or termination action. (2 CFR 200.341)

L. **Subaward Cancellation, etc.:** If this Subaward is canceled, terminated, or suspended by the Agency prior to its expiration date, the reasonable monetary value of services properly performed by the Subrecipient pursuant to this Subaward prior to such cancellation, termination, or suspension shall be determined by the Agency and paid to the Subrecipient as soon as reasonably possible.

M. **Indemnification:** The Subrecipient, to the extent permitted by law, shall hold the Agency harmless from

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and shall indemnify the Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of the Subrecipient, its agents, employees, and subcontractors, done in the conduct of the Subaward Project.

N. **Encumbrances/Obligations and Liquidations:** All encumbrances/obligations shall occur on or between the beginning and ending dates of the Subaward unless pre-award costs are expressly permitted for the individual Grant program. In general, goods or services delivered near the end of the Grant period may be viewed by TEA as not necessary to accomplish the objectives of the current Grant program; however, TEA will evaluate such expenditures on a case-by-case basis. A TEA monitor or an auditor may disallow those expenditures if the Grantee is unable to (1) document the need for the expenditures, (2) demonstrate that program beneficiaries receive benefit from the late expenditures, or (3) negate the appearance of "stockpiling" supplies or equipment. The Subrecipient must receive the benefit and liquidate (record as an expenditure) all obligations incurred under the Subaward no later than the revised final expenditure report due date. An encumbrance cannot be considered an expenditure or accounts payable until the goods have been received and the services have been rendered. Obligations that are liquidated and recognized as expenditures must meet the allowable cost principles in 2 CFR Part 200 of EDGAR (as applicable) and program rules, regulations, and guidelines contained elsewhere. This provision applies to all Grant programs, including state and federal, discretionary and formula.

O. **Financial Management and Accounting:** The Subrecipient assures it will maintain a financial management system that provides for the following: (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal Agency, and name of the pass-through entity, if any. (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 CFR 200.327 Financial reporting and 200.328 Monitoring and reporting program performance. If a Federal awarding Agency requires reporting on an accrual basis from a recipient that maintains its records on other than an accrual basis, the recipient must not be required to establish an accrual accounting system. This recipient may develop accrual data for its reports on the basis of an analysis of the documentation on hand. Similarly, a pass-through entity must not require a Subrecipient to establish an accrual accounting system and must allow the Subrecipient to develop accrual data for its reports on the basis of an analysis of the documentation on hand. (3) Records that identify adequately the source and Application of funds for federally- funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. (4) Effective control over, and accountability for, all funds, property, and other assets. The non- Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. See 2 CFR §200.303 Internal controls. (5) Comparison of expenditures with budget amounts for each Federal award. (6) Written procedures to implement the requirements of 2 CFR 200.305 Payment. (7) Written procedures for determining the allowability of costs in accordance with Subpart E—Cost Principles of this part and the terms and conditions of the Federal award. (2 CFR 200.302(b)(7)).
Public school districts, open-enrollment charter schools, and regional education service centers in Texas must comply with the accounting requirements in the Financial Accounting and Reporting (FAR) module of the *Financial Accountability System Resource Guide*, Texas Education Agency.

P. **Expenditure Reports:** The Subrecipient shall submit expenditure reports in the time and manner requested by the Agency and in accordance with the critical events calendar for the Grant accessible from the TEA Grant Opportunities page which is incorporated by reference.

Q. **Refunds Due to TEA:** If the Agency, or Subrecipient, determines that the Agency is due a refund of money paid to the Subrecipient pursuant to this Subaward, the Subrecipient shall pay the money due to the Agency within 30 days of the Subrecipient's receipt of written notice that such money is due to the

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Agency. If the Subrecipient fails to make timely payment, the Agency may obtain such money from the Subrecipient by any means permitted by law, including but not limited to offset, counterclaim, cancellation, termination, suspension, total withholding, and/or disapproval of all or any subsequent Applications for said funds.

R. **Records Retention:** Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of five years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding Agency or pass-through entity in the case of a Subrecipient (GEPA 81.31(c)).
The Subrecipient understands that acceptance of funds under this Subaward acts as acceptance of the authority of the State Auditor's office, or any successor Agency, to conduct an audit or investigation in connection with those funds. The Subrecipient further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Subrecipient and the requirements to cooperate is included in any subcontract it awards.

S. **Time and Effort Recordkeeping:** For those personnel whose salaries are prorated between or among different funding sources or used as matching/cost sharing to a federal Grant, time and effort records will be maintainedby Applicant that will confirm the services provided within each funding source. Applicant must adjust payroll records and expenditures based on this documentation. This requirement applies to all projects, regardless of funding source, unless otherwise specified. For federally funded projects, time and effort records must be in accordance with the requirements in 2 CFR 200.430(i) of EDGAR, as applicable.

T. **Forms, Assurances, and Reports:** The Subrecipient shall in a timely manner make and file with the proper authorities all forms, assurances, and reports required by federal laws and regulations. The Agency shall be responsible for reporting to the proper authorities any failure by the Subrecipient to comply with the foregoing laws and regulations coming to the Agency's attention, and may deny payment or recover payments made by the Agency to the Subrecipient in the event of the Subrecipient's failure to comply.

U. **Intellectual Property Ownership:** The Subrecipient agrees that all Works are, upon creation, Works made for hire and the sole property of TEA. If the Works are, under applicable law, not considered Works made for hire, the Subrecipient hereby assigns to TEA all worldwide ownership of all rights, including the Intellectual Property Rights, in the Works, without the necessity of any further consideration, and TEA can obtain and hold in its own name all such rights to the Works. The Subrecipient agrees to maintain written agreements with all officers, directors, employees, agents, representatives, and subcontractors engaged by the Subrecipient for the Subaward Project, Granting the Subrecipient rights sufficient to support the performance and Grant of rights to TEA by the Subrecipient. Copies of such agreements shall be provided to TEA promptly upon request.
The Subrecipient warrants that (i) it has the authority to Grant the rights herein Granted; (ii) it has not assigned or transferred any right, title, or interest to the Works or Intellectual Property Rights that would conflict with its obligations under the Subaward, and the Subrecipient will not enter into any such agreements; and (iii) the Works will be original and will not infringe any Intellectual Property Rights of any other person or entity. These warranties will survive the termination of the Subaward. If any preexisting rights are embodied in the Works, the Subrecipient Grants to TEA the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative Works based upon such preexisting rights and any derivative Works thereof; and (ii) authorize others to do any or all of the foregoing. The Subrecipient agrees to notify TEA on delivery of the Works if they include any such preexisting rights. On request, the Subrecipient will provide TEA with documentation indicating a third party's written approval for the Subrecipient to use any preexisting rights

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that may be embodied or reflected in the Works.

For School Districts, ESCs, Nonprofit, and For Profit Organizations: The foregoing Intellectual Property Ownership provisions apply to any school districts, ESCs, nonprofit organizations, and their employees, agents, representatives, consultants, and subcontractors. If a school district, ESC, or nonprofit organization or any of its subcontractor(s) wish to obtain a license agreement to use, advertise, offer for sale, sell, distribute, publicly display, publicly perform or reproduce the Works, or make derivative Works from the Works, then express written permission must first be obtained from the TEA Copyright Office.

For Colleges and Universities: The foregoing Intellectual Property Ownership provisions apply to any colleges and universities and their employees, agents, representatives, consultants, and subcontractors; provided, that for all Works and derivative Works created or conceived by colleges or universities under the Subaward, they are Granted a non-exclusive, non-transferable, royalty-free license to use the Works for their own academic and educational purposes only. The license for academic and educational purposes specifically excludes advertising, offering for sale, selling, distributing, publicly displaying, publicly performing, or reproducing the Works, or making derivative Works from the Works that are created or conceived under this Subaward; and colleges and universities and their employees, agents, representatives, consultants, and subcontractors are prohibited from engaging in these uses and activities with regard to the Works unless the prior express written permission of the TEA Copyright Office is obtained.

V. **Unfair Business Practices:** By signing this Subaward, the Subrecipient, if other than a state Agency, certifies that the Subrecipient, within the preceding 12 months, has not been found guilty, in a judicial or state Agency administrative proceeding, of unfair business practices. The Subrecipient, if other than a state Agency, also certifies that no officer of its company has, within the preceding 12 months, served as an officer in another company which has been found, in a judicial or state Agency administrative proceeding, to be guilty of unfair business practices.
The Subrecipient, whether a state Agency or not a state Agency, certifies that no funds provided under this Subaward shall be used to purchase supplies, equipment, or services from any companies found to be guilty of unfair business practices within 12 months from the determination of guilt.

W. **Subcontracting:** The Subrecipient shall not assign or subcontract any of its rights or responsibilities underthis Subaward, except as may be otherwise provided for in this Application, without prior formal written approval Granted as an Amendment to this Subaward properly executed by both the Agency and the Subrecipient.

X. **Use of Consultants:** Notwithstanding any other provision of this Application, Applicant shall not use or pay any consultant in the conduct of this Application if the services to be rendered by any such consultant can be provided by Applicant's employees.

Y. **Disposition of Equipment and Supplies:** If Capital Expenditures are used to purchase Capital Assets, the Subrecipient must request disposition instructions from the Agencybefore disposing of the equipment and/or supplies. Disposition will be made in accordance with 2 CFR 200.313 and 200.314 as applicable.

Z. **Agency Property (Terms):** In the event of loss, damage, or destruction of any property owned by or loaned by the Agency while in the custody or control of the Subrecipient, its employees, agents, consultants, or subcontractors, the Subrecipient shall indemnify the Agency and pay to the Agency the full value of or the full cost of repair or replacement of such property, whichever is the greater, within 30 days of the Subrecipient's receipt of written notice of the Agency's determination of the amount due. This provision applies whether the property is developed or purchased by the Subrecipient pursuant to this Subaward or is provided by the Agency to the Subrecipient for use in the Subaward Project. If the Subrecipient fails to make timely payment, the Agency may obtain such money from the Subrecipient by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to the Subrecipient by the Agency.

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AA. **Travel Costs:** Amounts authorized for maximum recovery for travel costs against any state or federal funding source are restricted to those amounts which are approved in the State of Texas appropriations bill in effect for the particular obligation. Any amount over this limit must come from local funding sources. Applicant must recover funds at a lesser rate if local policy amounts are less than the maximum allowed by the state. Out-of-state travel may not exceed the federal government rate for the locale. Reimbursement of travel costs is based on actual expenses. Travel allowances are unallowable.

BB. **Funds for Religious Worship, Instruction:** No funds will be used to pay for religious worship, instruction, or proselytization, or for any equipment or supplies for such, or for any construction, remodeling, repair, operation, or maintenance of any facility or part of a facility to be used for religious worship, instruction, or proselytization (34 CFR 76.532)

CC. **Disclosure of Gifts and Campaign Contributions:** The Grantee shall file disclosures of gifts and campaign contributions as required by State Board of Education Operating Rule 4.3, which is incorporated as if set out in full. The Grantee has a continuing obligation to make disclosures through the term of the Subaward. Failure to comply with State Board of Education Operating Rule 4.3 is grounds for canceling the Subaward agreement.

DD. **Submission of Audit Reports to TEA:** Grantees agree to submit audit report(s) consistent with the requirements of 2 CFR Part 200, Subpart F of EDGAR, including the reporting package described in 200.512, to the Federal Audit Clearinghouse (FAC). Also by section 44.008 of the Texas Education Code (TEC), Grantees also agree to submit audit reports to TEA Financial Compliance Division in the time and manner requested by the Agency.

Grantees that expend $750,000 or more during the entity's fiscal year in Federal awards must have a single audit conducted in accordance with 200.501 Audit requirements, except when it elects to have a program-specific audit conducted in accordance with paragraph of that section. Grantees agree to submit a copy of such audits to TEA when the schedule of findings and questioned costs disclose audit findings relating to any federal awards provided by TEA. A copy of such audits shall also be submitted to TEA if the summary schedule of prior audit findings reported the status of any audit findings relating to any federal awards provided by TEA.

EE. **Federal Rules, Laws, and Regulations That Apply to All Federal Programs:** The Subrecipient shall be subject to and shall abide by all federal laws, rules, and regulations pertaining to the Subaward Project, including but not limited to:

1. **Americans With Disabilities Act,** Public Law (P.L.) 101-336, 42 United States Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64.
2. **Title VI of the Civil Rights Act of 1964,** as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100.
3. **Title IX of the Education Amendments of 1972**, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if the Subrecipient is an educational institution.
4. **Section 504 of the Rehabilitation Act of 1973,** as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Parts 104 and 105.
5. **Age Discrimination Act of 1975,** as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 CFR Part 110.
6. **Family Educational Rights and Privacy Act (FERPA) of 1975,** as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including **Privacy Rights of Parents and Students** (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).

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7. Section 509 of H.R. 5233 as incorporated by reference in P.L. 99-500 and P.L. 99-591 **(prohibition against the use of federal Grant funds to influence legislation pending before Congress).**
8. **Pro-Children Act of 2001,** which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (ESSA, Title VIII, Part F, subpart 5). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (ESSA, Title VIII, Part F, subpart 5). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (ESSA, Title VIII, Part F, subpart 5).
9. **Fair Labor Standards Act (29 USC 207), Davis Bacon Act (40 USC 276[a]), and Contract Work Hours and Safety Standards Act (40 USC 327 et seq.),** as applicable, and their implementing regulations in 29 CFR 500-899; 29 CFR Parts 1, 3, 5, and 7; and 29 CFR Parts 5 and 1926, respectively.
10. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.
11. **Prohibition of Text Messaging and Emailing while Driving during Official Federal Grant Business:** Personnel funded from federal Grants and their subcontractors and Subgrantee are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official Grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal Grants funded by the US Department of Education).
12. **Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104[g]):** In accordance with 2 CFR 175, this award may unilaterally be terminated, without penalty, if Subrecipient or an employee of Subrecipient violates any of the applicable prohibitions of this award term through conduct that is either associated with performance under this award or imputed to Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR 85.630. Subrecipient and Subrecipient's employees may not i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; ii) Procure a commercial sex act during the period of time the award is in effect; or iii) Use forced labor in the performance of the award or Subaward under the award. Subrecipient must inform the proper authorities and Agency immediately of any information it receives from any source alleging a violation of the applicable prohibitions of this award term. In addition to all other remedies for noncompliance that are available to the Agency under this award, Subrecipient must include the requirements of this provision in any Subaward made to a private entity.

FF. **Federal Regulations Applicable to All Federal Programs:**

A complete description of the federal regulations that apply to federal education grant awards may be found on USDE's EDGAR website at http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html.

GG. **General Education Provisions Act (GEPA), As Amended, Applicable to All Federal Programs Funded or Administered through or by the US Department of Education:**

The general Application submitted by a local educational Agency shall set forth these assurances:

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1. **Applicability:** That the local educational Agency will administer each program covered by the Application in accordance with all applicable statutes, regulations, program plans, and Applications (20 USC 1232(e));
2. **Public Agency Control:** That the control of funds provided to the local educational Agency under each program, and title to property acquired with those funds, will be in a public Agency and that a public Agency will administer those funds and property (20 USC 1232(e));
3. **Sound Accounting:** That the local educational Agency will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, Federal funds paid to that Agency under each program (20 USC 1232(e));
4. **Access to Records:** That the local educational Agency will make reports to TEA and to the Secretary of Education as may reasonably be necessary to enable TEA and the Secretary to perform their duties and that the local educational Agency will maintain such records, including the records required under 20 USC 1232(f), Education Records, and provide access to those records, as TEA or the Secretary deem necessary to perform their duties (20 USC 1232(e));
5. **Participation in Planning:** That the local educational Agency will provide reasonable opportunities for the participation by teachers, parents, and other interested agencies, organizations, and individuals in the planning for and operation of each program (20 USC 1232(e));
6. **Availability of Information:** That any Application, evaluation, periodic program plan or report relating to each program will be made readily available to parents and other members of the general public (20 USC 1232(e));
7. **Construction:** That in the case of any project involving construction -
   (A) the project is not inconsistent with overall State plans for the construction of school facilities, and
   (B) in developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary under section 794 of title 29 in order to ensure that facilities constructed with the use of Federal funds are accessible to and usable by individuals with disabilities (20 USC 1232 (e));
8. **Sharing Information:** That the local educational Agency has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects (20 USC 1232(e)); and
9. **Direct Financial Benefit:** That none of the funds expended under any applicable program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization (20 USC 1232(e)).
10. **Prohibition of Funds for Busing:** No funds appropriated for the purpose of carrying out any applicable program may be used for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to overcome racial imbalance in any school or school system, or for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to carry out a plan of racial desegregation of any school or school system, except for funds appropriated pursuant to title VIII of the Elementary and Secondary Education Act of 1965 [20 U.S.C. 7701 et seq.], but not including any portion of such funds as are attributable to children counted under section 8003(d) of such Act [20 U.S.C. 7703(d)] or residing on property described in section 8013(10) of such Act [20 U.S.C. 7713(10)] (20 USC 1228).

HH. **State Rules, Laws, and Regulations That Apply to All Programs Administered by TEA:**

The Grantee shall comply with all provisions of the Texas Education Code, Chapter 22, Subchapter C, Criminal History Records, which requires that personnel employed using Grant funds shall be subject to

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the state's fingerprinting requirement. The Subrecipient provides assurance, with its signature on the Grant Application or by certifying and submitting the eGrants Application, that it will take all necessary and required steps to ensure that all its Subrecipients are in compliance with the fingerprinting requirement.

II. **Family Code Applicability:** With its signature on the Grant Application or by certifying and submitting the eGrants Application, the Subrecipient, if other than a state Agency, certifies that under Section 231.006, Family Code, that the Subrecipient is not ineligible to receive payment under this Subaward and acknowledges that this Subaward may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Subaward if the Subrecipient is found to be ineligible to receive payment. If the Subrecipient is found to be ineligible to receive payment and the Subaward is terminated, the Subrecipient is liable to TEA for attorney's fees; the costs necessary to complete the Subaward, includingthe cost of advertising and awarding a second Subaward; and any other damages or relief provided by law orequity.

JJ. **Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, appendices, General Provisions and Assurances, Program-Specific Provisions and Assurances, exhibits, attachments, or other documents, the TEA Subaward and its General Provisions and Assurances, Program- Specific Provisions and Assurances, appendices, Errata, and General and Fiscal Guidelines shall take precedence over all other documents that are a part of this Subaward.

KK. **Registered Lobbyists:** No state or federal funds transferred to a Subrecipient/Grantee may be used to hire a registered lobbyist.

LL. **Test Administration and Security:** This Subaward is executed by the Agency subject to assurance by the Subrecipient that it has at all times been and shall remain in full compliance with Title 19, Texas Administrative Code Chapter 101, and all requirements and procedures for maintaining test security specified in any test administration materials in the possession or control of the Subrecipient, or any school, campus, or program operated by the Subrecipient. Notwithstanding any other provision in this Subaward or any other document, this Subaward is void upon notice by the Agency, in its sole discretion, that the Subrecipient or any school, campus, or program operated by the Subrecipient has at any time committed a material violation of Title 19, Texas Administrative Code Chapter 101, or any requirement or procedure for maintaining test security specified in any test administration materials in the possession or control of the Subrecipient, or any school, campus, or program operated by the Subrecipient. Expenditures and/or activities for which the Subrecipient may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Agency.

MM. **Social Security Numbers:** Social security numbers will not be provided by TEA as a part of this agreement. TEA is not requiring or requesting school districts or other Grantees to provide social security numbers as a part of this agreement**.**

NN. **Student-Identifying Information:** The Subrecipient agrees that in executing tasks on behalf of TEA, the Subrecipient will not use any student-identifying information in any way that violates the provisions of FERPA and will destroy or return all student-identifying information in accordance with the terms in Section on Confidential Information, FERPA, and Information Security Requirements hereof.

OO. **Protected Personally Identifiable Information (Protected PII):** The Subrecipient agrees to take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding Agency or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

PP. **Authorized Officials for Grant Payments:** Subrecipient assures that the Grantee Manager and/or Grantee Official, or such person using the Grantee Manager or Grantee Official's credentials, has been authorized by the Subrecipient organization to enter the organization into legally binding agreements for grant payment purposes prior to the Grantee Manager or Grantee Official certifying and submitting expenditure payment

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requests in the TEA Expenditure Reporting (ER) System.

QQ. **Electronic and Information Resources Accessibility Standards**: Any Electronic Information Resources (EIR) produced as part of this agreement must comply with the State of Texas Accessibility requirements as specified in 1 TAC 206, 1 TAC Chapter 213, Federal Section 508 standards, and the WCAG 2.0 AA Accessibility Guidelines. EIR includes webpages, website portals, electronic documents (all formats), multimedia (live and recorded video, audio, and interactive presentations), web applications, online forms, and mobile applications. Websites must have a third-party company evaluate the site for accessibility before accepted by TEA.

RR. **Load Testing**: The vendor must provide documentation to TEA the application has been load tested. The results in the documentation must meet or exceed the required demands. The vendor must provide a supported service level agreement of uptime per month. The vendor must provide expected recovery time objective (RTO) and recovery point objective (RPO) in the event of major outage.

Failed Load Testing

In its sole judgment, TEA may terminate the agreement for cause if the application fails to meet the criteria for success. In its sole determination, TEA may exercise any, or all, of the following remedies in lieu of termination of this Agreement:

1. The vendor shall be given the opportunity to extend the Load Testing period for up to thirty (30) calendar days to allow the vendor to diagnose and correct performance problems that may be caused by the application or the configuration of the application, or;
2. The vendor shall be given the opportunity to install additional hardware or platform components, at the vendor's sole expense, to meet the performance requirements specified, or;
3. The vendor shall be given up to thirty (30) days following the diagnosis of any problem related to the application to correct, at the vendor's sole expense, the defects in the application, or;
4. At TEA's sole option, TEA will exercise one, or any combination, of the
5. options described above. Should the application fail to successfully complete the Load Test, the application will be deemed to have failed Acceptance and TEA will be entitled to a full refund.

If the selected vendor fails to complete the due performance of the contract in accordance to the terms and conditions, TEA reserves the right either to cancel the contract or to accept performance already made by the selected vendor. In case of termination of contract TEA reserves the right to recover an amount fixed as Liquidated Damages for non-performance.

By signing and submitting the application, or certifying and submitting the eGrants application, the Applicant indicates acceptance of and compliance with all requirements described herein.

2: Statutory/Program Assurances

The following assurances apply to this grant program. In order to meet the requirements of the grant, the grantee must comply with these assurances.

- The applicant assures that the application does not contain any information that would be protected by the Family Educational Rights and Privacy Act (FERPA) from general release to the public.
- The applicant assures that any Electronic Information Resources (EIR) produced as part of this agreement will comply with the State of Texas Accessibility requirements as specified in 1 Texas Administrative Code (TAC) 206, 1 TAC Chapter 213, Federal Section 508 standards, and the Web Content Accessibility Guidelines (WCAG) 2.0 level AA.
- The applicant assures that program funds will supplement (increase the level of service), and not supplant (replace) state mandates, State Board of Education rules, and activities previously conducted with state or local funds. The applicant provides assurance that state or local funds may not be decreased or diverted for other purposes merely because of the availability of these funds. The applicant provides assurance that program services and activities to be funded from this grant will be supplementary to existing services and activities and will not be used for any services or activities required by state law, State Board of Education rules, or local policy.
- The applicant assures that they accept and will comply with Every Student Succeeds Act Provisions and Assurances requirements.
- The applicant assures that the required proof of nonprofit status will be submitted with the grant application as described in the General and Fiscal Guidelines, Fiscal-Related Documentation Required to Be on File section.
- The applicant assures to adhere to all Performance Measures, as noted in the 2024-2025 Nita M. Lowey 21st Century Community Learning Centers, Cycle 12, Year 2, Program Guidelines, and shall provide TEA, upon request, any performance data necessary to assess the success of the program.
- The applicant assures to adhere to all Statutory Requirements and Texas Education Agency (TEA) Program Requirements as noted in the 2024-2025 Nita M. Lowey 21st Century Community Learning Centers, Cycle 12, Year 2 Program Guidelines.
- The applicant provides assurance to adhere to the agreed-upon plan in the original approved grant application and subsequent amendments as appropriate.
- The applicant provides assurance to strategically address the needs and gaps in community resources that drive improvements in academic and developmental outcomes at the center level.
- The applicant provides assurance to continue and plan partnerships that contribute to achieving stated objectives and sustaining the program over time.
- The applicant provides assurance to intentionally design program activities designed to increase performance on the stated statutory performance measures.
- The applicant provides assurance to implement best and evidence-based practices to provide educational and related activities that will complement and enhance academic performance, achievement, and positive youth development of the students.
- The applicant provides assurance to implement strategies that improve student academic achievement, campus academic achievement and overall student success.
- The applicant provides assurance to disseminate information about the learning center, including its location, to the community in a manner that is understandable and accessible.
- The applicant provides assurance to operate a system that allows students participating in the program to travel safely to and from the center and home.

2: Statutory/Program Assurances (Continued)

The following assurances apply to this grant program. In order to meet the requirements of the grant, the grantee must comply with these assurances.

- The applicant provides assurance to combine or coordinate with federal, state and local programs to make the most effective use of public resources.
- The applicant provides assurance to use volunteers in activities carried out through the learning center if applicable.
- The applicant provides assurance to implement the plan for how the community learning center will continue after funding ends.
- The applicant provides assurance the program will take place in a safe facility that is properly equipped and accessible to participants and family members.
- The applicant provides assurance that the proposed program was developed, and will be carried out, in active collaboration with the schools that participating students attend, including through the sharing of relevant data among the schools, all participants of the eligible entity, and any partnership entities in compliance with applicable laws relating to privacy and confidentiality and in alignment with the challenging state academic standards and any local academic standards.
- The applicant provides assurance that the program will target students who primarily attend schools eligible for schoolwide programs under ESEA as amended by Section 1114, and the families of such students.
- The applicant provides assurance that they will adhere to the level of services in the approved application and in the agreed-upon center operation schedules and will provide those services to eligible students through this and all continuation and renewal grant periods, as applicable. Applicant acknowledges that proposed amendments that reduce the level of services to below the Year 1 awarded application will be approved only in extreme or unusual circumstances and that failure to adhere to service levels and student targets will result in reduced funding during the subsequent continuation grant period. Grant funds remaining unexpended at the end of the expenditure reporting period for the grant award will not be made available by TEA to supplement continuation grant awards.
- The applicant provides assurance that services will be provided at no cost to participants. Grantees are prohibited from collecting fees, including late pickup fees or any other fee.
- The applicant provides assurance that activities will always be supervised by qualified staff at adult to student ratios that meet or exceed TEC Chapter 25, Subchapter D requirements or other state required ratios as applicable. Lower ratios are encouraged.
- The applicant provides assurance that center-level activities will be a minimum of 45 consecutive minutes in length and planned for each hour that a center is operating. Activities will be intentionally designed to address student academic and developmental needs and student voice, aligned with state standards and developed using a planning tool such as the Texas ACE Activity/Unit and Lesson Plan Worksheet. Activities will reflect each of the following four components during each term: academic assistance, academic enrichment, family and parental support, and college and workforce readiness. College and workforce readiness activities are required only for grades 9-12 and are allowed for other grades as appropriate.
- The applicant provides assurance that services for students and families will begin no earlier than the grant start date of August 1, 2024 and no later than September 3, 2024, unless specifically approved by TEA.

2: Statutory/Program Assurances (Continued)

The following assurances apply to this grant program. In order to meet the requirements of the grant, the grantee must comply with these assurances.

- The applicant will adhere to a TEA-approved schedule that meets or exceeds program service requirements at each center and that provides a consistent and dependable schedule of weekly activities for all students enrolled. Time dedicated to program activities for adult family members will not count toward student programming. Failure to adhere to the agreed-upon operating schedule will result in reduced funding during subsequent continuation grant period prorated for the time missed against the center-level budget(s).

  The applicant agrees to implement an approval operation calendar for each center. Specifically, each center schedule shall meet or exceed the following minimum operating schedule:

  - A minimum of 180 days across all terms.
  - School Year (fall and spring terms) - A minimum of 155 days for at least two hours per day and from school dismissal until 6:00 pm, Monday - Friday.
  - Summer term - A minimum of 25 days for at least six hours per day, and at least four days per week. Continuous weeks are not required.
  - Begin services for students and families no earlier than the grant start date of August 1, 2024, and no later than September 3, 2024, unless specifically approved by TEA.
  - Districts operating a four-day-per-week calendar must provide the Texas ACE program five days per week. Districts may not use the Texas 21st CCLC to fund the traditional school-day.

- The applicant provides assurance that academic, academic enrichment, accelerated learning, and tutoring activities will align with the regular school day program and state standards. Enrichment activities will enhance the academic-related activities of the regular day and/or be aligned with a documented student or campus need.

- The applicant provides assurance that all activities will occur at an approved center or, on a limited and pre-approved basis, at an adjunct site or during an approved field trip. Activities at a non-approved location, such as a feeder school, are unallowable and will not be charged to the grant.

- The applicant provides assurance they will offer families of students served by the program opportunities for active and meaningful engagement in their children's education and opportunities for literacy and related educational development. Family activities will be designed to meet the identified needs of each center's families and students; the needs of working families will be specifically addressed. Activities will be ongoing and consistently available throughout each term. The number of family members served will be proportional to the targeted number of students.

- The applicant provides assurance that all required staff positions will regularly participate in training and other opportunities offered by the Texas ACE program. In addition, the grantee will regularly provide program-specific in-person training to center-level staff and will document the content and attendance of training events.

- The applicant provides assurance that it will regularly engage a Steering Committee of stakeholders, new or existing, charged with providing continuous feedback and involvement to increase community awareness and program quality, evaluate program effectiveness, and inform operations and sustainability plans. Membership will be diverse and qualified to support efforts to increase quality and visibility of the program in the community.

Regular Board Meeting			**6. E. 5.**
Meeting Date:	April 16, 2025		
Title:	Cycle 11 Year 4 Interlocal Agreement for FY 2025 Galena Park Independent School District, Alief Independent School District, Humble Independent School District, and Association for the Advancement of Mexican Americans(AAMA)		
Submitted For:	Lisa Caruthers, Case for Kids	**Submitted By:**	Kimberlee Flowers
Recommended Action:	Ratify	**HCDE Goal(s):**	2. Deliver value responsibly 3. Advocate for learners through innovation
Additional Resource Personnel:	Danielle Bartz, Dr. Lisa Caruthers, Dr. Jesus Amezcua, Dr. Edna Johnson, and Inga Ash	**Facilities/Technology Approval Needed?:**	None

Information

Posted Agenda Item:

Consider ratification of Interlocal (Expenditure) Agreements for FY 2025 CASE for Kids Nita M. Lowey 21st Century Community Learning Center(s) Cycle 11, Year 4 grant, for the period of 08/01/2024 through 07/31/2025 in the aggregate amount of $280,000 with the following entities Galena Park Independent School District in the amount of $55,000 (110 students served); Alief Independent School District in the amount of $90,000 (110 students); Humble Independent School District in the amount of $90,000 (110 students); and Association for the Advancement of Mexican Americans (AAMA) in the amount of $45,000 (92 students).

Subject:

Ratification CASE for Kids 21st Century Community Learning Center(s) FY 2025 Interlocal with Galena Park Independent School District, Alief Independent School District, Humble Independent School District, and Association for the Advancement of Mexican Americans (AAMA).

Rationale:

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

District	School	Amount	# Students Served
Galena Park	Cobb 6th Grade School	$55,000	110
Alief	Alief Middle School	$45,000	110

Alief	Killough Middle School	$45,000	110
Humble	Humble Middle School	$45,000	110
Humble	Sterling Middle School	$45,000	110
AMMA	Sanchez North School	$45,000	92

Fiscal Impact

Attachments

Galena Park ISD

Humble ISD

Alief ISD

AAMA

Form Review

Inbox	Reviewed By	Date
CASE	Lisa Caruthers	03/24/2025 01:06 PM
Purchasing	Inga Ash	03/24/2025 03:54 PM
Purchasing Director	Edna Johnson	03/26/2025 09:42 AM
Assistant Superintendent - Business	Jesus Amezcua	04/02/2025 06:11 PM
Form Started By: Kimberlee Flowers		Started On: 03/21/2025 12:25 PM
Final Approval Date: 04/02/2025		

Docusign Envelope ID: 513F1BC0-57E0-452A-9FC5-36F781FBD24D

INTERLOCAL CONTRACT BETWEEN

HARRIS COUNTY DEPARTMENT OF EDUCATION

AND

GALENA PARK INDEPENDENT SCHOOL DISTRICT

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract ("Contract") is entered into by and between Harris County Department of Education ("HCDE") and **Galena Park Independent School District** ("ISD") for the purpose of providing Nita M. Lowey 21st Century Community Learning Centers/Texas ACE **Cycle 11 Year 4** ("afterschool program") at select site(s) within the ISD.

I. PURPOSE

The ISD agrees to provide quality after-school programs at the site(s) specified in Exhibit C within the ISD. The ISD agrees to meet the following performance objectives:

A. Participants will demonstrate educational and social benefits and exhibit positive behavioral changes.

1. By the first and subsequent years of the project, increase the number of students that participate in after-school programs

2. By the end of the project period, increase the overall academic performance of participating students in core skills, including reading, writing, mathematics, science and social studies as measured by formal and informal assessments of skills and abilities.

3. By the end of the project period, increase improvement of participating students' social and conflict resolution skills, as demonstrated by decreased disciplinary referrals in-school and out-of-school suspensions, and increased attendance at the participating schools.

4. Increase participation in the number, variety, and quality of afterschool activities in the ISD.

5. Parents of participating students will demonstrate increased involvement in their child's education as measured by the participation in program family activities, volunteerism at the school, and participation in a Texas ACE Advisory Council.

B. The ISD will offer a range of high-quality educational, developmental, and recreational service at each specified site ("Center").

1. Core educational services. The Center will offer homework help and academic clubs through Learning Labs to increase academic performance, high quality services in core academic areas, e.g. reading and literacy, mathematics, and science.

2. Enrichment and support activities. The Center will integrate social and emotional Learning (SEL) concepts and strategies in enrichment and support activities such as nutrition and health, art, music, technology, and recreation.

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3. College and career readiness activities. The Center will provide college and career exploration and youth leadership opportunities such as Kids' Days career fairs, guest speakers from various fields, and workshops related to House Bill 5 secondary tracks and college application process.

4. Community involvement. The Center will establish and maintain partnerships within the community that continue to increase levels of community collaboration in planning, implementation, and sustaining programs.

5. Services to parents and other adult community members. The Center will offer services to parents and other adult community members and work with the CASE for Kids Site Coordinator and Family Engagement Specialist to implement required parent involvement programming.

6. Extended hours. Each Center will offer services at least 15 hours a week, for a minimum of 5 days per week for a minimum of 34 weeks. For the summer program each Center will offer services for a minimum of six hours per day, four days per week, for a minimum of five weeks. Continuous weeks are not required.

II. TERM

This Contract shall be for the period beginning 8/1/2024 and ending 7/31/2025. 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).

III. PROGRAM DESCRIPTION AND REQUIREMENTS

The ISD agrees to provide quality after-school programs as set out in the ISD's approved site description(s) and in accordance with the ISD's approved site description(s). A copy of the ISD's approved budget(s) and site description(s) are attached as Exhibit B and Exhibit C and are incorporated by reference into this Contract. The operations listed in the site description(s) are referred to collectively as the "Center Programs."

A. For the afterschool program(s), the ISD agrees to:

1. Begin services for students and families no later than September 3, 2024.

2. Operate a minimum 15 hours per week and communicate district closures with HCDE staff

3. Hire a Quality Assurance Liaison to support the HCDE Site Coordinator and 21st CCLC Texas ACE program.

4. Support the HCDE Site Coordinator with supervising activities ensuring an adult to student ratios of 1:15 or better.

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5. Assist in the preparation of contracts, financial reports, requisitions, and inventory;

6. Serve as liaison between school staff, community members, and organizations in aligning Center programs with curriculum goals;

7. Organize a record keeping system to monitor Center goals, objectives, budgeting expenditures, and inventory;

8. Participate in ongoing evaluation and modification of the Centers which will measure the achievement of the performance objectives, including, but not limited to, student, parent and teacher surveys, as well as a mandatory campus administration walk-through of programming once per term documented by the completion of the CASE for Kids' Principal assessment tool;

9. Participate in formal and informal site visits throughout the program year to assess program quality and grant compliance;

10. Ensure the targeted total number of individual students participating in the program will attend no less than 45 days of the total scheduled Texas ACE activities;

11. Support efforts to be in compliance with requirements for time served:

a) *For Grades K-8*

Eligible students who attend 45+ days at 120 minutes per day during the year (fall, spring) or 240 minutes during the summer OR Eligible students who attend 12+ days at 240 minutes per day during the summer program.

b) *For Grades 9-12*

Eligible students who attend 45+ days or more during the entirety of the school year (fall, spring, and summer). Only days attended for 90 minutes or more are counted toward the total;

12. Increase college and career readiness through the participation in Kids' Day curricula and events or fieldtrips sponsored by HCDE and CASE for Kids;

13. Match grant funds to extend tutoring availability while providing additional teachers to serve students most in need.

14. Assist the HCDE Site Coordinator in the coordination of enrichment activities such as offsite learning experiences, speakers, and educational presentations;

15. Integrate social and emotional learning and positive behavioral systems in enrichment activities to improve behavioral outcomes; while offering a diverse menu of enrichment activities taught by teachers, paraprofessionals and or service providers;

16. Assist with coordinating and implementing all youth leadership activities and initiatives associated with Youth Ambassadors; including students attending local, regional or national conferences that would benefit youth leadership and the Texas ACE program;

17. Confer with prospective students and parents to promote family involvement in student learning during monthly parental activities and allow access to parents on campus to the CASE for Kids' Family Engagement Specialist who is charged with implementing parent involvement programming;

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18. Ensure students meet at **least two** of the following recruitment requirements for student:

a) Are considered at-risk and economically disadvantaged students
b) Failed one or more classes at the end of the previous school year
c) Did not perform at the recommended level on the STAAR test (if applicable)
d) Were retained in prior grade levels
e) Recommended by teachers and/or counselors with documented behavioral referrals;

19. Serve as primary liaison with the transportation department in matters relating to students involved in the Center programs;

20. Support and maintain an advisory council that meets quarterly for each center comprised of parents, students, service providers, community-based organizations, and businesses;

21. Maintain active participation in the monthly CASE for Kids' Learning Communities, annual training series and all other training required by the Texas Education Agency;

22. Assist the Principal(s) and Center Coordinators in the selection and utilization of Center service providers as set out in the site description(s);

23. Assist Center Coordinators in coordinating the Center programs with that of the regular school's instructional programs;

24. Adhere to program cancellation make up day policies required by Texas Education Agency and CASE for Kids guidelines;

25. Align program activities to school day curriculum and TEKS objectives using the most updated version of the Texas ACE Activity and Lesson Plan Worksheets provided in the Texas ACE Blueprint;

26. Seek business and community financial support and other outside sources for funding to sustain the project beyond the grant period;

27. Ensure compliance with grant term closeout procedures as outlined in the CASE for Kids Close-out Procedures Manual and Texas ACE Prime Blueprint operations manual; retain and maintain documentation of all equipment, materials and supplies purchased with grant funds; and financial documentation, including expenditure reports, invoices, general ledgers

28. Maintain adherence to the Texas ACE Prime Blueprint guidelines set forth by the Texas Education Agency, CASE for Kids guidelines and district polices;

29. Provide a minimum of 20% of leveraging funds, including in-kind, to further support the Texas ACE Cycle 11 program.

B. The ISD agrees to provide after-school programs to students and parents in accordance with its site description(s). The ISD agrees to provide facilities and personnel necessary to operate the after-school program to students, parents, and community members as stated in its site description(s). The ISD will provide the after-school program at the school sites specified in Exhibit C. The ISD agrees that the services/activities for each after-school program will adhere to those in the most recent grant proposal for the Texas ACE Program submitted by HCDE to the Texas Education Agency.

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C. The ISD further agrees that it will comply with all terms and conditions of the Texas Education Agency grant awarded to HCDE under the Nita M. Lowey 21st Century Community Learning Centers Program (Texas ACE), including the applicable parts of the Education Department General Administrative Regulations (EDGAR) that govern the award and administration of this grant. Those regulations include, but are not limited to, regulations pertaining to reporting, regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Contract, and regulations pertaining to copyrights and rights in data. The ISD certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances hereto and incorporated herein. The ISD further agrees to abide by all of the guidelines developed by HCDE in furtherance of this Contract.

D. The ISD agrees not to make any expenditure in excess of the budget submitted with the ISD's site description.

E. For each Center, the ISD agrees to provide Center programs, facilities, and personnel necessary to operate the Center to students, parents and community members in accordance with its site description. The ISD will provide the Center(s) at the school sites specified in Exhibit C. The ISD agrees that the services/activities for each Center will adhere to those in the grant proposal for the Texas ACE Program submitted by HCDE to the Texas Education Agency.

F. The ISD agrees to receive HCDE's approval at least four weeks prior to making changes to the Center's description(s), including changes to the number or types of services provided; names of contractors or collaborators delivering services; hours of the program(s); the number and ages of children and adults served; dates of holidays; field trips; employee out- of-state travel or any other changes to the site description(s).

G. HCDE agrees to provide a CASE for Kids Registration form for use in program enrollment. The ISD agrees to use the provided form as it currently exists or may be revised by HCDE/CASE in the future. The ISD further agrees to affirm enrollment of students and provision of services by ensuring that a completed CASE for Kids registration form is authorized for each child enrolled in the program by the child's parent/guardian.

H. The ISD agrees to maintain necessary records and accounts in order to assure that payments received from HCDE have been expended for the Center(s). The ISD agrees to provide these records and other information as required by HCDE. The ISD agrees to retain all required records for three years after HCDE makes final payments to ISDs and all other pending matters are closed. The ISD will submit to HCDE verification of employment status for employees, receipts and invoices for supplies, and copies of contracts for contracted services purchased.

I. The ISD shall furnish operating reports to designated HCDE representatives on a monthly basis. Such reports may include, but not be limited to: financial reports; eligibility documents; complaints made by students, parents, employees, and other persons; and investigative reports of any kind involving the Center(s), Center programs, or its participants. Any reports or evaluations incidental to this Contract shall be performed only with the prior approval of HCDE. No reports or evaluations shall be released to third parties without the prior written approval of HCDE, unless release is required under the Public Information Act. This reporting will form a part of the regular monthly reporting documentation to HCDE and continue for as long as the ISD receives payments from HCDE under this Contract.

J. The ISD acknowledges and agrees that it is solely responsible for all costs, wages, expenses, and fees associated with or arising from the operation of the Center(s).

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K. The ISD agrees to maintain documentation of all equipment, materials and supplies purchased with grant funds; update the CASE for Kids inventory form as need based on purchases received, used or based on conditional change (new, good, fair or poor). The ISD further agrees to The Education Department General Administrative Regulations (EDGAR) 80.32(e) and 80.33(b) that disposition be requested for all equipment and unused supplies acquired under a grant.

L. The ISD agrees to cooperate with the evaluation of the Center(s) by designating internal staff to work with the CASE for Kids' external evaluator to implement and monitor the evaluation process, including the ISD's progress in meeting the performance objectives established by the Texas Education Agency for the Nita M. Lowey 21st Century Community Learning Centers, the effect of the Center(s) on participants, and the effectiveness of the Center(s) in meeting the performance objectives established by the Texas Education Agency. The ISD agrees to provide such records as STAAR scores, TAKS scores, grades, Stanford Achievement scores, conduct scores, end of course scores, disciplinary reports, and attendance records for students in the Center programs to HCDE in accordance with the reporting due dates established by TEA. The ISD hereby designates HCDE as a school official with a legitimate educational interest in any student education records provided to HCDE for purposes of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g.

M. The ISD agrees to allow HCDE, the Texas Education Agency, the State of Texas Comptroller, or any of their duly authorized representatives to any books, documents, papers, and records relating to the services provided under this Contract for the purpose of making audits, examinations, evaluations, excerpts, and transcriptions.

N. The ISD may use the payments from HCDE to create new program(s) or enhance existing program(s), but the payments from HCDE should not replace funding for an existing program(s). In the event that payments from HCDE will be used to expand already existing program(s), the ISD will provide HCDE with detailed documentation of the program(s) including a list of students and adults currently enrolled, attendance since the beginning of the school year (or past six months), and a schedule of activities offered by the program(s) since the beginning of the year. The ISD will also report all sources of funding for the program(s) and the total cost of the program(s) to HCDE.

O. The ISD agrees to obtain and assess criminal history record information for each employee or volunteer used in the Center(s) in accordance with applicable law and to use only those persons fit to work with students as determined by applicable law and ISD and HCDE policies.

P. ISD agrees that it will comply with the assurances, certifications, and disclosures provided by Texas Education Agency, including the "General Provisions & Assurances," "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," "Lobbying Certification", "Disclosures of Lobbying Activities", "Every Student Succeeds Act (ESSA) Provisions and Assurances" and "Program-Specific Provisions & Assurances", which are attached hereto as Exhibit D and incorporated by reference into this Contract.

Q. The ISD further agrees that it will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protections Agency regulations (40 CFR part 15), and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

R. The ISD agrees that the certifications and agreements included in the HCDE Vendor Certification Forms, attached hereto and incorporated by reference in the agreement for all purposes, is true and correct.

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S. The ISD agrees to provide the after-school program to at least the number of students and parents indicated on Exhibit C attached to the Contract. The ISD further agrees that if any time after 2/20/2025, the HCDE CASE for Kids Director determines that there is less than 60% of the agreed upon students and/or parents in the afterschool program (the numbers on Exhibit C), HCDE may withhold and reserve up to one-third of the budget (Exhibit B of the Contract) that it would have otherwise paid to the ISD and use those funds, in HCDE's sole discretion, to try to increase student and/or parent participation. The ISD agrees and understands that this will result in receipt by the ISD of up to one-third less funds than the ISD would have received under the Contract as specified in Exhibit B. Upon 2/20/2025, if less than 50% of the budget is not allocated for program expenditures, HCDE reserves the right to reduce the ISD's operating budget for the spring term and in subsequent grant years, as applicable.

IV. COMPENSATION AND FUNDING

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

- $55,000.00 for providing the Center in accordance with Section III and this Contract at Cobb 6th Grade School.

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 2/20/2025, 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.

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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. PIGGYBACKING ON HCDE-PROCURED CONTRACTS

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 ISD may, in its discretion, enter into separate and independent contracts with CASE Afterschool and Summer Direct 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 for Kids for Youth Services for Afterschool and Summer, 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 ISD 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 delivered, 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 of one of HCDE's contracts with Direct Service Providers.

VI. RELATIONSHIP

It is understood and agreed that the ISD is an independent contractor. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between HCDE and any employee or agent of the ISD. The Contract does not create a joint venture or business partnership under Texas law.

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

VII. TERMINATION

This Contract may be terminated by either party without cause with thirty (30) days advance written notice. HCDE may by written notice at any time terminate this Contract if the ISD fails to comply with a provision of this Contract. HCDE may also terminate this Contract as provided in Section IV.

VIII. AUTHORIZATION

Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.

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IX. NOTICE

Any notice provided under the terms of this Contract by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attention: James Colbert Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022

Galena Park Independent School District
Attention: Mr. Ben Pape
Chief Financial Officer
14705 Woodforest Blvd
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.

X. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Texas.

XI. VENUE

The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas.

XII. ENTIRE AGREEMENT

This Contract, Exhibit B, Exhibit C and Exhibit D represents the entire and exclusive agreement between the parties thereto and replaces in their entirety any previous agreements, written or oral.

XIII. AMENDMENT

This Contract may be amended only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this Contract.

XIV. ASSIGNMENT

Neither this Contract nor any duties or obligations under it shall be assignable by the ISD without the prior written acknowledgment and authorization of HCDE.

XV. SEVERABILITY

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

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XVI. BENEFIT FOR SIGNATORY PARTIES ONLY

Neither this Contract, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

XVII. IMMUNITIES

Nothing in this Contract waives or alters any immunities provided either of the parties, their employees, officers, or agents, under Texas or federal law.

Executed this_____ day of _____ the Year 2025.

By:

	Ben Pape 02/11/2025 | 4:48 PM CST
James Colbert, Jr. County School Superintendent Harris County Department of Education	Ben Pape Chief Financial Officer Galena Park Independent School District

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EXHIBIT B

Galena Park ISD: Cobb 6th Grade CASE for Kids 21st Century/Texas ACE Cycle 11, Year 4 Budget	
Quality Assurance Liaison	**$ 10,000**
Personnel -- 6100	
Site Coordinator	
School Year Certified Teachers	$ 25,400
Summer Certified Teachers	$ 4,000
School Year Para-professionals	$ 9,287
Summer Para-professionals	$ 2,400
Payroll	**$ 41,087**
Site Coordinator Fringe Benefits	
Staff Fringe Benefits	$ 3,913
Fringe Benefits	**$ 3,913**
Total Payroll Costs 6100	**$ 45,000**
Professional & Contractual Services -- 6200	
Topic: Academic Assistance	
Topic: Enrichment	
Topic: Professional Development	
Topic: Family & Parental Engagement	
Total Professional & Contractual Services 6200	
Materials & Supplies -- 6300	
Site Coordinator Office Supplies	
Family Engagment Supplies	
Program Consumable Supplies	
Program Technology	
Program Literacy Materials	
Total Materials & Supplies 6300	**$ -**
Other Operating Costs -- 6400	
Fieldtrip Transportation	
Fieldtrip Admission	
Snacks for Family Engagement	
In-state Conference **(OSTICON)**	
Facility Cost	
Out-of-state Conference	
Total Other Operating Costs 6400	**$ -**
Total:	**$ 55,000**

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Exhibit C

Nita M. Lowey 21st CCLC Cycle 11 Year 4 Texas ACE Center Operations Schedule	Program Year 2024-2025

Center information should be entered in the same order as included in the approved application.

Center 9	9 Digit campus ID #	Name of Center/Feeder School, Physical Address, City, ZIP	*Grade Levels Served*	"Regular" Student Target	Parent/Legal Guardian Target
Center	101910045	Cobb 6th Grade Campus 6722 Uvalde Rd, Houston 77049	6	110	40
Feeder					
Feeder					

Program Operations	Start Date (MM/DD/YY):	End Date (MM/DD/YY):	Total Weeks
Fall Term	9/3/2024	12/13/2024	15
Spring Term	1/6/2025	5/16/2025	19
Summer Term	6/2/2025	7/3/2025	5
Total number of weeks: (must meet or exceed original Year 1 weeks)			39

Center Schedule

Day of the Week	Fall Term				Spring Term				Summer Term			
	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End
Monday	7:30	8:15	4:00	6:30	7:30	8:15	4:00	6:30	8:00			2:00
Tuesday	7:30	8:15	4:00	6:30	7:30	8:15	4:00	6:30	8:00			2:00
Wednesday	7:30	8:15	4:00	6:30	7:30	8:15	4:00	6:30	8:00			2:00
Thursday	7:30	8:15	4:00	6:30	7:30	8:15	4:00	6:30	8:00			2:00
Friday	7:30	8:15	4:00	6:30	7:30	8:15	4:00	6:30				
Total Hours Per Week:	15				15				24			

Adjunct Sites, If applicable (site name and full address)	

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Texas Education Agency
General Provisions and Assurances

Statement of provisions and assurances for the program(s) in this Application:

A. **Terms defined:** As used in these Provisions and Assurances,

1. *Subaward:* An award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A Subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (2 CFR 200.92)
2. *Agency* or *TEA:* The Texas Education Agency
3. *Subrecipient:* A non-Federal entity that receives a Subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding Agency (2 CFR 200.93)
4. *Program Manager:* The person representing the Agency or the Subrecipient, as indicated by the Subaward, for the purposes of administering the Subaward Project
5. *Subaward Project:* The purpose intended to be achieved through the Subaward of which these provisions and assurances are a part
6. *Applicant:* The same as Subrecipient
7. *SAS:* The Standard Application System of which the Application document is a part
8. *Application:* The entire package submitted by the Applicant, including the required schedules contained in the Application.
9. *Amendment:* An Application that is revised in budget categories and/or in program activities. The original Application and any previous Amendments are incorporated by reference.
10. *Works:* All tangible or intangible material, products, ideas, documents, or Works of authorship prepared or created by the Subrecipient for or on behalf of TEA at any time after the beginning date of the Subaward (Works includes but is not limited to computer software, data, information, images, illustrations, designs, graphics, drawings, educational materials, assessment forms, testing materials, logos, trademarks, patentable materials, etc.)
11. *Intellectual Property Rights:* The worldwide intangible legal rights or interests evidenced by or embodied in: (a) any idea, design, concept, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (b) any work of authorship, including any copyrights, moral rights, or neighboring rights; (c) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (d) domain name registrations; and (e) any other similar rights. The Intellectual Property Rights of a party include all worldwide intangible legal rights or interests that the party may have acquired by assignment or license with the right to Grant sublicenses.
12. *Grant:* The same as Subaward
13. *Grantee:* The same as Subrecipient
14. *Grantor:* The same as Agency
15. *DCC:* The Document Control Center of the Agency
16. *Capital Assets:* Tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with Generally Accepted Accounting Principles (GAAP). Capital Assets include: (a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or

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through capital leases; and (b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to Capital Assets that materially increase their value or useful life (not ordinary repairs and maintenance).(2 CFR 200.12). If the Subrecipient purchases Capital Assets (furniture and/or equipment) with Subaward funds to accomplish the objective(s) of the project, title will remain with the Subrecipient for the period of the Subaward. The Agency reserves the right to transfer Capital Assets for Subrecipient noncompliance during the Subaward period or as needed after the ending date of the Subaward. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in the Subrecipient's accounting record.

17. *Capital Expenditures:* Expenditures to acquire Capital Assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to Capital Assets that materially increase their value or useful life. (2 CFR 200.13)
18. *Protected Personally Identifiable Information (PII):* An individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth,mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed (2 CFR 200.82)

B. **Contingency:** The agreement represented by this Subaward is executed by the Agency subject to the availability of funds appropriated by legislative act for the purposes stated. All Amendments and/or extensions or subsequent Subaward agreements entered into for the same or continued purposes are executed contingent upon the availability of appropriated funds. Notwithstanding any other provision in this Subaward agreement or any other document, this Subaward agreement is void upon appropriated funds becoming unavailable. In addition, this Subaward agreement may be terminated by the Agency at any time for any reason upon notice to the Subrecipient. Expenditures and/or activities for which the Subrecipient may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Agency. This Subaward agreement may be extended or otherwise amended only by formal written Amendment properly executed by both the Agency and the Subrecipient. No other agreement, written or oral, purporting to alter or amend this Subaward shall be valid.

C. **Subrecipient's Application:** Furnished to the Agency in response to a request for Application, is incorporated in this Subaward by reference for all necessary purposes. It is specifically provided; however, that the provisions of this Subaward shall prevail in all cases of conflict arising from the terms of the Subrecipient's Application whether such Application is a written part of this Subaward or is attached as a separate document.

D. **Requirements, Terms, Conditions, and Assurances:** Stated in the Request for Application, in response to which the Applicant is submitting this Application, and are incorporated herein by reference for all purposes. The instructions to the Standard Application System, as well as the General and Fiscal Guidelines and Program Guidelines, are incorporated herein by reference.

E. **Signature Authority; Final Expression; Superseding Document:** The Applicant certifies that the person signing or certifying and submitting this Application has been properly delegated this authority. The Subaward represents the final and complete expression of the terms of agreement between the parties. The Subaward supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises, or warranties that differ from the Subaward shall have no force or effect. The Subaward may be modified, amended, or extended only by formal written Amendment properly executed by both TEA and the Subrecipient.

F. **State of Texas Laws:** In the conduct of the Subaward Project, the Subrecipient shall be subject to Texas State Board of Education and Commissioner rules pertaining to this Subaward and the Subaward Project

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and to the laws of the State of Texas governing this Subaward and the Subaward Project. This Subaward constitutes the entire agreement between the Agency and the Subrecipient for the accomplishment of the Subaward Project. This Subaward shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this Subaward.

G. **Monitoring:** Desk reviews, on-site monitoring reviews, arranging for agreed-upon-procedures engagements, and training and technical assistance on program-related matters may be conducted by the Agency to determine compliance with the approved Application and the applicable statute(s), law(s), regulations, and guidelines.
TEA conducts federal fiscal Grant Subrecipient monitoring and compliance reviews, and implements related remedies for noncompliance, in accordance with its established policies and procedures. These policies and procedures incorporate best practices and standards that may be similar to common auditing standards, but the Agency does not apply a specific set of external standards, such as the US Government Accountability Office's Generally Accepted Government Auditing Standards (Yellow Book), nor is it required to do so.

H. **Specific Conditions:** If TEA identifies, in its sole determination, a grantee as posing a level of risk identified by the agency's risk criteria, the grantee has a history of failure to comply with the terms and conditions of the grant award, the grantee fails to meet performance goals, or is not otherwise responsible then TEA may impose additional specific award conditions on any grant award. (2 CFR 200.207).
Specific conditions may include 1) requiring payments as reimbursements rather than advance payments, 2) withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period, 3) requiring additional, more detailed, financial reports, 4) requiring additional project monitoring, 5) requiring technical or management assistance, or 6) establishing additional prior approvals.
TEA may, in appropriate circumstances, designate the specific conditions established under 2 CFR 200.207 as "high-risk conditions" and designate a non-federal entity subject to specific conditions established under 200.207 as a high-risk Grantee. (2 CFR 3474.10)

I. **Notification of Specific Conditions:** Upon placing a specific condition or high-risk Grantee identification, TEA must notify the Grantee of 1) the nature of the additional requirements, 2) the reason for the additional requirements, 3) the action needed to remove the additional requirement, if applicable, 4) the timeline for completing the additional requirements, and 5) the method for requesting reconsideration of the additional requirements being imposed. Any specific conditions must be promptly removed once the deficiency has been corrected. (2 CFR 200.207)

J. **Remedies for Noncompliance:** If TEA determines that noncompliance cannot be corrected by imposing the specific conditions, TEA may take one or more of the following remedies for noncompliance actions, as appropriate in the circumstances. 1) temporarily withhold cash payments pending correction of the deficiency, 2) disallow all or part of an activity or action not in compliance, 3) wholly or partly suspend or terminate the grant award, 4) initiate suspension or disbarment proceedings under 2 CFR 180, 5) withhold further grant awards for the project, or 6) take other remedies that may be legally available. (2 CFR 200.338)

K. **Notification of Remedies for Noncompliance and Opportunity for Hearing:** Upon taking any remedy for non- compliance, TEA must provide the Subrecipient an opportunity to object and provide information and documentation challenging the suspension or termination action. (2 CFR 200.341)

L. **Subaward Cancellation, etc.:** If this Subaward is canceled, terminated, or suspended by the Agency prior to its expiration date, the reasonable monetary value of services properly performed by the Subrecipient pursuant to this Subaward prior to such cancellation, termination, or suspension shall be determined by the Agency and paid to the Subrecipient as soon as reasonably possible.

M. **Indemnification:** The Subrecipient, to the extent permitted by law, shall hold the Agency harmless from

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and shall indemnify the Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of the Subrecipient, its agents, employees, and subcontractors, done in the conduct of the Subaward Project.

N. **Encumbrances/Obligations and Liquidations:** All encumbrances/obligations shall occur on or between the beginning and ending dates of the Subaward unless pre-award costs are expressly permitted for the individual Grant program. In general, goods or services delivered near the end of the Grant period may be viewed by TEA as not necessary to accomplish the objectives of the current Grant program; however, TEA will evaluate such expenditures on a case-by-case basis. A TEA monitor or an auditor may disallow those expenditures if the Grantee is unable to (1) document the need for the expenditures, (2) demonstrate that program beneficiaries receive benefit from the late expenditures, or (3) negate the appearance of "stockpiling" supplies or equipment. The Subrecipient must receive the benefit and liquidate (record as an expenditure) all obligations incurred under the Subaward no later than the revised final expenditure report due date. An encumbrance cannot be considered an expenditure or accounts payable until the goods have been received and the services have been rendered. Obligations that are liquidated and recognized as expenditures must meet the allowable cost principles in 2 CFR Part 200 of EDGAR (as applicable) and program rules, regulations, and guidelines contained elsewhere. This provision applies to all Grant programs, including state and federal, discretionary and formula.

O. **Financial Management and Accounting:** The Subrecipient assures it will maintain a financial management system that provides for the following: (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal Agency, and name of the pass-through entity, if any. (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 CFR 200.327 Financial reporting and 200.328 Monitoring and reporting program performance. If a Federal awarding Agency requires reporting on an accrual basis from a recipient that maintains its records on other than an accrual basis, the recipient must not be required to establish an accrual accounting system. This recipient may develop accrual data for its reports on the basis of an analysis of the documentation on hand. Similarly, a pass-through entity must not require a Subrecipient to establish an accrual accounting system and must allow the Subrecipient to develop accrual data for its reports on the basis of an analysis of the documentation on hand. (3) Records that identify adequately the source and Application of funds for federally- funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. (4) Effective control over, and accountability for, all funds, property, and other assets. The non- Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. See 2 CFR §200.303 Internal controls. (5) Comparison of expenditures with budget amounts for each Federal award. (6) Written procedures to implement the requirements of 2 CFR 200.305 Payment. (7) Written procedures for determining the allowability of costs in accordance with Subpart E—Cost Principles of this part and the terms and conditions of the Federal award. (2 CFR 200.302(b)(7)).
Public school districts, open-enrollment charter schools, and regional education service centers in Texas must comply with the accounting requirements in the Financial Accounting and Reporting (FAR) module of the *Financial Accountability System Resource Guide*, Texas Education Agency.

P. **Expenditure Reports:** The Subrecipient shall submit expenditure reports in the time and manner requested by the Agency and in accordance with the critical events calendar for the Grant accessible from the TEA Grant Opportunities page which is incorporated by reference.

Q. **Refunds Due to TEA:** If the Agency, or Subrecipient, determines that the Agency is due a refund of money paid to the Subrecipient pursuant to this Subaward, the Subrecipient shall pay the money due to the Agency within 30 days of the Subrecipient's receipt of written notice that such money is due to the

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Agency. If the Subrecipient fails to make timely payment, the Agency may obtain such money from the Subrecipient by any means permitted by law, including but not limited to offset, counterclaim, cancellation, termination, suspension, total withholding, and/or disapproval of all or any subsequent Applications for said funds.

R. **Records Retention:** Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of five years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding Agency or pass-through entity in the case of a Subrecipient (GEPA 81.31(c)).
The Subrecipient understands that acceptance of funds under this Subaward acts as acceptance of the authority of the State Auditor's office, or any successor Agency, to conduct an audit or investigation in connection with those funds. The Subrecipient further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Subrecipient and the requirements to cooperate is included in any subcontract it awards.

S. **Time and Effort Recordkeeping:** For those personnel whose salaries are prorated between or among different funding sources or used as matching/cost sharing to a federal Grant, time and effort records will be maintainedby Applicant that will confirm the services provided within each funding source. Applicant must adjust payroll records and expenditures based on this documentation. This requirement applies to all projects, regardless of funding source, unless otherwise specified. For federally funded projects, time and effort records must be in accordance with the requirements in 2 CFR 200.430(i) of EDGAR, as applicable.

T. **Forms, Assurances, and Reports:** The Subrecipient shall in a timely manner make and file with the proper authorities all forms, assurances, and reports required by federal laws and regulations. The Agency shall be responsible for reporting to the proper authorities any failure by the Subrecipient to comply with the foregoing laws and regulations coming to the Agency's attention, and may deny payment or recover payments made by the Agency to the Subrecipient in the event of the Subrecipient's failure to comply.

U. **Intellectual Property Ownership:** The Subrecipient agrees that all Works are, upon creation, Works made for hire and the sole property of TEA. If the Works are, under applicable law, not considered Works made for hire, the Subrecipient hereby assigns to TEA all worldwide ownership of all rights, including the Intellectual Property Rights, in the Works, without the necessity of any further consideration, and TEA can obtain and hold in its own name all such rights to the Works. The Subrecipient agrees to maintain written agreements with all officers, directors, employees, agents, representatives, and subcontractors engaged by the Subrecipient for the Subaward Project, Granting the Subrecipient rights sufficient to support the performance and Grant of rights to TEA by the Subrecipient. Copies of such agreements shall be provided to TEA promptly upon request.
The Subrecipient warrants that (i) it has the authority to Grant the rights herein Granted; (ii) it has not assigned or transferred any right, title, or interest to the Works or Intellectual Property Rights that would conflict with its obligations under the Subaward, and the Subrecipient will not enter into any such agreements; and (iii) the Works will be original and will not infringe any Intellectual Property Rights of any other person or entity. These warranties will survive the termination of the Subaward. If any preexisting rights are embodied in the Works, the Subrecipient Grants to TEA the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative Works based upon such preexisting rights and any derivative Works thereof; and (ii) authorize others to do any or all of the foregoing. The Subrecipient agrees to notify TEA on delivery of the Works if they include any such preexisting rights. On request, the Subrecipient will provide TEA with documentation indicating a third party's written approval for the Subrecipient to use any preexisting rights

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that may be embodied or reflected in the Works.

For School Districts, ESCs, Nonprofit, and For Profit Organizations: The foregoing Intellectual Property Ownership provisions apply to any school districts, ESCs, nonprofit organizations, and their employees, agents, representatives, consultants, and subcontractors. If a school district, ESC, or nonprofit organization or any of its subcontractor(s) wish to obtain a license agreement to use, advertise, offer for sale, sell, distribute, publicly display, publicly perform or reproduce the Works, or make derivative Works from the Works, then express written permission must first be obtained from the TEA Copyright Office.

For Colleges and Universities: The foregoing Intellectual Property Ownership provisions apply to any colleges and universities and their employees, agents, representatives, consultants, and subcontractors; provided, that for all Works and derivative Works created or conceived by colleges or universities under the Subaward, they are Granted a non-exclusive, non-transferable, royalty-free license to use the Works for their own academic and educational purposes only. The license for academic and educational purposes specifically excludes advertising, offering for sale, selling, distributing, publicly displaying, publicly performing, or reproducing the Works, or making derivative Works from the Works that are created or conceived under this Subaward; and colleges and universities and their employees, agents, representatives, consultants, and subcontractors are prohibited from engaging in these uses and activities with regard to the Works unless the prior express written permission of the TEA Copyright Office is obtained.

V. **Unfair Business Practices:** By signing this Subaward, the Subrecipient, if other than a state Agency, certifies that the Subrecipient, within the preceding 12 months, has not been found guilty, in a judicial or state Agency administrative proceeding, of unfair business practices. The Subrecipient, if other than a state Agency, also certifies that no officer of its company has, within the preceding 12 months, served as an officer in another company which has been found, in a judicial or state Agency administrative proceeding, to be guilty of unfair business practices.
The Subrecipient, whether a state Agency or not a state Agency, certifies that no funds provided under this Subaward shall be used to purchase supplies, equipment, or services from any companies found to be guilty of unfair business practices within 12 months from the determination of guilt.

W. **Subcontracting:** The Subrecipient shall not assign or subcontract any of its rights or responsibilities underthis Subaward, except as may be otherwise provided for in this Application, without prior formal written approval Granted as an Amendment to this Subaward properly executed by both the Agency and the Subrecipient.

X. **Use of Consultants:** Notwithstanding any other provision of this Application, Applicant shall not use or pay any consultant in the conduct of this Application if the services to be rendered by any such consultant can be provided by Applicant's employees.

Y. **Disposition of Equipment and Supplies:** If Capital Expenditures are used to purchase Capital Assets, the Subrecipient must request disposition instructions from the Agencybefore disposing of the equipment and/or supplies. Disposition will be made in accordance with 2 CFR 200.313 and 200.314 as applicable.

Z. **Agency Property (Terms):** In the event of loss, damage, or destruction of any property owned by or loaned by the Agency while in the custody or control of the Subrecipient, its employees, agents, consultants, or subcontractors, the Subrecipient shall indemnify the Agency and pay to the Agency the full value of or the full cost of repair or replacement of such property, whichever is the greater, within 30 days of the Subrecipient's receipt of written notice of the Agency's determination of the amount due. This provision applies whether the property is developed or purchased by the Subrecipient pursuant to this Subaward or is provided by the Agency to the Subrecipient for use in the Subaward Project. If the Subrecipient fails to make timely payment, the Agency may obtain such money from the Subrecipient by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to the Subrecipient by the Agency.

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AA. **Travel Costs:** Amounts authorized for maximum recovery for travel costs against any state or federal funding source are restricted to those amounts which are approved in the State of Texas appropriations bill in effect for the particular obligation. Any amount over this limit must come from local funding sources. Applicant must recover funds at a lesser rate if local policy amounts are less than the maximum allowed by the state. Out-of-state travel may not exceed the federal government rate for the locale. Reimbursement of travel costs is based on actual expenses. Travel allowances are unallowable.

BB. **Funds for Religious Worship, Instruction:** No funds will be used to pay for religious worship, instruction, or proselytization, or for any equipment or supplies for such, or for any construction, remodeling, repair, operation, or maintenance of any facility or part of a facility to be used for religious worship, instruction, or proselytization (34 CFR 76.532)

CC. **Disclosure of Gifts and Campaign Contributions:** The Grantee shall file disclosures of gifts and campaign contributions as required by State Board of Education Operating Rule 4.3, which is incorporated as if set out in full. The Grantee has a continuing obligation to make disclosures through the term of the Subaward. Failure to comply with State Board of Education Operating Rule 4.3 is grounds for canceling the Subaward agreement.

DD. **Submission of Audit Reports to TEA:** Grantees agree to submit audit report(s) consistent with the requirements of 2 CFR Part 200, Subpart F of EDGAR, including the reporting package described in 200.512, to the Federal Audit Clearinghouse (FAC). Also by section 44.008 of the Texas Education Code (TEC), Grantees also agree to submit audit reports to TEA Financial Compliance Division in the time and manner requested by the Agency.

Grantees that expend $750,000 or more during the entity's fiscal year in Federal awards must have a single audit conducted in accordance with 200.501 Audit requirements, except when it elects to have a program-specific audit conducted in accordance with paragraph of that section. Grantees agree to submit a copy of such audits to TEA when the schedule of findings and questioned costs disclose audit findings relating to any federal awards provided by TEA. A copy of such audits shall also be submitted to TEA if the summary schedule of prior audit findings reported the status of any audit findings relating to any federal awards provided by TEA.

EE. **Federal Rules, Laws, and Regulations That Apply to All Federal Programs:** The Subrecipient shall be subject to and shall abide by all federal laws, rules, and regulations pertaining to the Subaward Project, including but not limited to:

1. **Americans With Disabilities Act,** Public Law (P.L.) 101-336, 42 United States Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64.
2. **Title VI of the Civil Rights Act of 1964,** as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100.
3. **Title IX of the Education Amendments of 1972**, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if the Subrecipient is an educational institution.
4. **Section 504 of the Rehabilitation Act of 1973,** as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Parts 104 and 105.
5. **Age Discrimination Act of 1975,** as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 CFR Part 110.
6. **Family Educational Rights and Privacy Act (FERPA) of 1975,** as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including **Privacy Rights of Parents and Students** (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).

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7. Section 509 of H.R. 5233 as incorporated by reference in P.L. 99-500 and P.L. 99-591 **(prohibition against the use of federal Grant funds to influence legislation pending before Congress).**
8. **Pro-Children Act of 2001,** which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (ESSA, Title VIII, Part F, subpart 5). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (ESSA, Title VIII, Part F, subpart 5). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (ESSA, Title VIII, Part F, subpart 5).
9. **Fair Labor Standards Act (29 USC 207), Davis Bacon Act (40 USC 276[a]), and Contract Work Hours and Safety Standards Act (40 USC 327 et seq.),** as applicable, and their implementing regulations in 29 CFR 500-899; 29 CFR Parts 1, 3, 5, and 7; and 29 CFR Parts 5 and 1926, respectively.
10. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.
11. **Prohibition of Text Messaging and Emailing while Driving during Official Federal Grant Business:** Personnel funded from federal Grants and their subcontractors and Subgrantee are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official Grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal Grants funded by the US Department of Education).
12. **Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104[g]):** In accordance with 2 CFR 175, this award may unilaterally be terminated, without penalty, if Subrecipient or an employee of Subrecipient violates any of the applicable prohibitions of this award term through conduct that is either associated with performance under this award or imputed to Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR 85.630. Subrecipient and Subrecipient's employees may not i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; ii) Procure a commercial sex act during the period of time the award is in effect; or iii) Use forced labor in the performance of the award or Subaward under the award. Subrecipient must inform the proper authorities and Agency immediately of any information it receives from any source alleging a violation of the applicable prohibitions of this award term. In addition to all other remedies for noncompliance that are available to the Agency under this award, Subrecipient must include the requirements of this provision in any Subaward made to a private entity.

FF. **Federal Regulations Applicable to All Federal Programs:**

A complete description of the federal regulations that apply to federal education grant awards may be found on USDE's EDGAR website at http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html.

GG. **General Education Provisions Act (GEPA), As Amended, Applicable to All Federal Programs Funded or Administered through or by the US Department of Education:**

The general Application submitted by a local educational Agency shall set forth these assurances:

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1. **Applicability:** That the local educational Agency will administer each program covered by the Application in accordance with all applicable statutes, regulations, program plans, and Applications (20 USC 1232(e));
2. **Public Agency Control:** That the control of funds provided to the local educational Agency under each program, and title to property acquired with those funds, will be in a public Agency and that a public Agency will administer those funds and property (20 USC 1232(e));
3. **Sound Accounting:** That the local educational Agency will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, Federal funds paid to that Agency under each program (20 USC 1232(e));
4. **Access to Records:** That the local educational Agency will make reports to TEA and to the Secretary of Education as may reasonably be necessary to enable TEA and the Secretary to perform their duties and that the local educational Agency will maintain such records, including the records required under 20 USC 1232(f), Education Records, and provide access to those records, as TEA or the Secretary deem necessary to perform their duties (20 USC 1232(e));
5. **Participation in Planning:** That the local educational Agency will provide reasonable opportunities for the participation by teachers, parents, and other interested agencies, organizations, and individuals in the planning for and operation of each program (20 USC 1232(e));
6. **Availability of Information:** That any Application, evaluation, periodic program plan or report relating to each program will be made readily available to parents and other members of the general public (20 USC 1232(e));
7. **Construction:** That in the case of any project involving construction -
   (A) the project is not inconsistent with overall State plans for the construction of school facilities, and
   (B) in developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary under section 794 of title 29 in order to ensure that facilities constructed with the use of Federal funds are accessible to and usable by individuals with disabilities (20 USC 1232 (e));
8. **Sharing Information:** That the local educational Agency has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects (20 USC 1232(e)); and
9. **Direct Financial Benefit:** That none of the funds expended under any applicable program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization (20 USC 1232(e)).
10. **Prohibition of Funds for Busing:** No funds appropriated for the purpose of carrying out any applicable program may be used for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to overcome racial imbalance in any school or school system, or for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to carry out a plan of racial desegregation of any school or school system, except for funds appropriated pursuant to title VIII of the Elementary and Secondary Education Act of 1965 [20 U.S.C. 7701 et seq.], but not including any portion of such funds as are attributable to children counted under section 8003(d) of such Act [20 U.S.C. 7703(d)] or residing on property described in section 8013(10) of such Act [20 U.S.C. 7713(10)] (20 USC 1228).

HH. **State Rules, Laws, and Regulations That Apply to All Programs Administered by TEA:**

The Grantee shall comply with all provisions of the Texas Education Code, Chapter 22, Subchapter C, Criminal History Records, which requires that personnel employed using Grant funds shall be subject to

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the state's fingerprinting requirement. The Subrecipient provides assurance, with its signature on the Grant Application or by certifying and submitting the eGrants Application, that it will take all necessary and required steps to ensure that all its Subrecipients are in compliance with the fingerprinting requirement.

II. **Family Code Applicability:** With its signature on the Grant Application or by certifying and submitting the eGrants Application, the Subrecipient, if other than a state Agency, certifies that under Section 231.006, Family Code, that the Subrecipient is not ineligible to receive payment under this Subaward and acknowledges that this Subaward may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Subaward if the Subrecipient is found to be ineligible to receive payment. If the Subrecipient is found to be ineligible to receive payment and the Subaward is terminated, the Subrecipient is liable to TEA for attorney's fees; the costs necessary to complete the Subaward, includingthe cost of advertising and awarding a second Subaward; and any other damages or relief provided by law orequity.

JJ. **Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, appendices, General Provisions and Assurances, Program-Specific Provisions and Assurances, exhibits, attachments, or other documents, the TEA Subaward and its General Provisions and Assurances, Program- Specific Provisions and Assurances, appendices, Errata, and General and Fiscal Guidelines shall take precedence over all other documents that are a part of this Subaward.

KK. **Registered Lobbyists:** No state or federal funds transferred to a Subrecipient/Grantee may be used to hire a registered lobbyist.

LL. **Test Administration and Security:** This Subaward is executed by the Agency subject to assurance by the Subrecipient that it has at all times been and shall remain in full compliance with Title 19, Texas Administrative Code Chapter 101, and all requirements and procedures for maintaining test security specified in any test administration materials in the possession or control of the Subrecipient, or any school, campus, or program operated by the Subrecipient. Notwithstanding any other provision in this Subaward or any other document, this Subaward is void upon notice by the Agency, in its sole discretion, that the Subrecipient or any school, campus, or program operated by the Subrecipient has at any time committed a material violation of Title 19, Texas Administrative Code Chapter 101, or any requirement or procedure for maintaining test security specified in any test administration materials in the possession or control of the Subrecipient, or any school, campus, or program operated by the Subrecipient. Expenditures and/or activities for which the Subrecipient may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Agency.

MM. **Social Security Numbers:** Social security numbers will not be provided by TEA as a part of this agreement. TEA is not requiring or requesting school districts or other Grantees to provide social security numbers as a part of this agreement**.**

NN. **Student-Identifying Information:** The Subrecipient agrees that in executing tasks on behalf of TEA, the Subrecipient will not use any student-identifying information in any way that violates the provisions of FERPA and will destroy or return all student-identifying information in accordance with the terms in Section on Confidential Information, FERPA, and Information Security Requirements hereof.

OO. **Protected Personally Identifiable Information (Protected PII):** The Subrecipient agrees to take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding Agency or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

PP. **Authorized Officials for Grant Payments:** Subrecipient assures that the Grantee Manager and/or Grantee Official, or such person using the Grantee Manager or Grantee Official's credentials, has been authorized by the Subrecipient organization to enter the organization into legally binding agreements for grant payment purposes prior to the Grantee Manager or Grantee Official certifying and submitting expenditure payment

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requests in the TEA Expenditure Reporting (ER) System.

QQ. **Electronic and Information Resources Accessibility Standards**: Any Electronic Information Resources (EIR) produced as part of this agreement must comply with the State of Texas Accessibility requirements as specified in 1 TAC 206, 1 TAC Chapter 213, Federal Section 508 standards, and the WCAG 2.0 AA Accessibility Guidelines. EIR includes webpages, website portals, electronic documents (all formats), multimedia (live and recorded video, audio, and interactive presentations), web applications, online forms, and mobile applications. Websites must have a third-party company evaluate the site for accessibility before accepted by TEA.

RR. **Load Testing**: The vendor must provide documentation to TEA the application has been load tested. The results in the documentation must meet or exceed the required demands. The vendor must provide a supported service level agreement of uptime per month. The vendor must provide expected recovery time objective (RTO) and recovery point objective (RPO) in the event of major outage.

Failed Load Testing

In its sole judgment, TEA may terminate the agreement for cause if the application fails to meet the criteria for success. In its sole determination, TEA may exercise any, or all, of the following remedies in lieu of termination of this Agreement:

1. The vendor shall be given the opportunity to extend the Load Testing period for up to thirty (30) calendar days to allow the vendor to diagnose and correct performance problems that may be caused by the application or the configuration of the application, or;
2. The vendor shall be given the opportunity to install additional hardware or platform components, at the vendor's sole expense, to meet the performance requirements specified, or;
3. The vendor shall be given up to thirty (30) days following the diagnosis of any problem related to the application to correct, at the vendor's sole expense, the defects in the application, or;
4. At TEA's sole option, TEA will exercise one, or any combination, of the
5. options described above. Should the application fail to successfully complete the Load Test, the application will be deemed to have failed Acceptance and TEA will be entitled to a full refund.

If the selected vendor fails to complete the due performance of the contract in accordance to the terms and conditions, TEA reserves the right either to cancel the contract or to accept performance already made by the selected vendor. In case of termination of contract TEA reserves the right to recover an amount fixed as Liquidated Damages for non-performance.

By signing and submitting the application, or certifying and submitting the eGrants application, the Applicant indicates acceptance of and compliance with all requirements described herein.

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2: Statutory/Program Assurances

The following assurances apply to this grant program. In order to meet the requirements of the grant, the grantee must comply with these assurances.

- The applicant assures that the application does not contain any information that would be protected by the Family Educational Rights and Privacy Act (FERPA) from general release to the public.
- The applicant assures that any Electronic Information Resources (EIR) produced as part of this agreement will comply with the State of Texas Accessibility requirements as specified in 1 Texas Administrative Code (TAC) 206, 1 TAC Chapter 213, Federal Section 508 standards, and the Web Content Accessibility Guidelines (WCAG) 2.0 level AA.
- The applicant assures that program funds will supplement (increase the level of service), and not supplant (replace) state mandates, State Board of Education rules, and activities previously conducted with state or local funds. The applicant provides assurance that state or local funds may not be decreased or diverted for other purposes merely because of the availability of these funds. The applicant provides assurance that program services and activities to be funded from this grant will be supplementary to existing services and activities and will not be used for any services or activities required by state law, State Board of Education rules, or local policy.
- The applicant assures that they accept and will comply with Every Student Succeeds Act Provisions and Assurances requirements.
- The applicant assures that the required proof of nonprofit status will be submitted with the grant application as described in the General and Fiscal Guidelines, Fiscal-Related Documentation Required to Be on File section.
- The applicant assures to adhere to all Performance Measures, as noted in the 2024-2025 Nita M. Lowey 21st Century Community Learning Centers, Cycle 11, Year 4, Program Guidelines, and shall provide TEA, upon request, any performance data necessary to assess the success of the program.
- The applicant assures to adhere to all Statutory Requirements and Texas Education Agency (TEA) Program Requirements as noted in the 2024-2025 Nita M. Lowey 21st Century Community Learning Centers, Cycle 11, Year 4 Program Guidelines.
- The applicant provides assurance to adhere to the agreed-upon plan in the original approved grant application and subsequent amendments as appropriate.
- The applicant provides assurance to strategically address the needs and gaps in community resources that drive improvements in academic and developmental outcomes at the center level.
- The applicant provides assurance to continue and plan partnerships that contribute to achieving stated objectives and sustaining the program over time.
- The applicant provides assurance to intentionally design program activities designed to increase performance on the stated statutory performance measures.
- The applicant provides assurance to implement best and evidence-based practices to provide educational and related activities that will complement and enhance academic performance, achievement, and positive youth development of the students.
- The applicant provides assurance to implement strategies that improve student academic achievement, campus academic achievement and overall student success.
- The applicant provides assurance to disseminate information about the learning center, including its location, to the community in a manner that is understandable and accessible.
- The applicant provides assurance to operate a system that allows students participating in the program to travel safely to and from the center and home.

2: Statutory/Program Assurances (Continued)

The following assurances apply to this grant program. In order to meet the requirements of the grant, the grantee must comply with these assurances.

- The applicant provides assurance to combine or coordinate with federal, state and local programs to make the most effective use of public resources.
- The applicant provides assurance to use volunteers in activities carried out through the learning center, if applicable.
- The applicant provides assurance to implement the plan for how the community learning center will continue after funding ends.
- The applicant provides assurance the program will take place in a safe facility that is properly equipped and accessible to participants and family members.
- The applicant provides assurance that the proposed program was developed, and will be carried out, in active collaboration with the schools that participating students attend, including through the sharing of relevant data among the schools, all participants of the eligible entity, and any partnership entities in compliance with applicable laws relating to privacy and confidentiality and in alignment with the challenging state academic standards and any local academic standards.
- The applicant provides assurance that the program will target students who primarily attend schools eligible for schoolwide programs under ESEA as amended by Section 1114, and the families of such students.
- The applicant provides assurance that they will adhere to the level of services in the approved application and in the agreed-upon center operation schedules and will provide those services to eligible students through this and all continuation and renewal grant periods, as applicable. Applicant acknowledges that proposed amendments that reduce the level of services to below the Year 1 awarded application will be approved only in extreme or unusual circumstances and that failure to adhere to service levels and student targets will result in reduced funding during the subsequent continuation grant period. Grant funds remaining unexpended at the end of the expenditure reporting period for the grant award will not be made available by TEA to supplement continuation grant awards.
- The applicant provides assurance that services will be provided at no cost to participants. Grantees are prohibited from collecting fees, including late pickup fees or any other fee.
- The applicant provides assurance that activities will always be supervised by qualified staff at adult to student ratios that meet or exceed TEC Chapter 25, Subchapter D requirements or other state required ratios as applicable. Lower ratios are encouraged.
- The applicant provides assurance that center-level activities will be a minimum of 45 consecutive minutes in length and planned for each hour that a center is operating. Activities will be intentionally designed to address student academic and developmental needs and student voice, aligned with state standards and developed using a planning tool such as the Texas ACE Activity/Unit and Lesson Plan Worksheet. Activities will reflect each of the following four components during each term: academic assistance, academic enrichment, family and parental support, and college and workforce readiness. College and workforce readiness activities are required only for grades 9-12 and are allowed for other grades as appropriate.
- The applicant provides assurance that services for students and families will begin no earlier than the grant start date of August 1, 2024 and no later than September 3, 2024, unless specifically approved by TEA.

2: Statutory/Program Assurances (Continued)

The following assurances apply to this grant program. In order to meet the requirements of the grant, the grantee must comply with these assurances.

- The applicant will adhere to a TEA-approved schedule that meets or exceeds program service requirements at each center and that provides a consistent and dependable schedule of weekly activities for all students enrolled. Time dedicated to program activities for adult family members will not count toward student programming. Failure to adhere to the agreed-upon operating schedule will result in reduced funding during subsequent continuation grant period prorated for the time missed against the center-level budget(s).

The applicant agrees to implement an approval operation calendar for each center. Specifically, each center schedule shall meet or exceed the following minimum operating schedule:

- ☐ A minimum of 34 weeks per year across all terms, including summer. TEA will count only the weeks in which a center offered the minimum number of hours-per-week toward the 34-week total. Make-up hours will be credited. The week runs from Sunday through Saturday.
- ☐ A minimum of five days per week for the fall and spring terms.
- ☐ A minimum of 15 hours per week (applicants should not propose to offer more than 20 hours of programming per week). Note: Transportation time that exceeds 30 minutes per-day shall not be counted towards minimum hours-per-week of programming.
- ☐ A minimum of five weeks and six hours per day, four days per week during the summer term. Continuous weeks are not required.
- ☐ Programs that operate for students that attend a campus that offers extended year scheduling can provide the required summer program during summer and intersession breaks.

- The applicant provides assurance that academic, academic enrichment, accelerated learning, and tutoring activities will align with the regular school day program and state standards. Enrichment activities will enhance the academic-related activities of the regular day and/or be aligned with a documented student or campus need.
- The applicant provides assurance that all activities will occur at an approved center or, on a limited and pre-approved basis, at an adjunct site or during an approved field trip. Activities at a non-approved location, such as a feeder school, are unallowable and will not be charged to the grant.
- The applicant provides assurance they will offer families of students served by the program opportunities for active and meaningful engagement in their children's education and opportunities for literacy and related educational development. Family activities will be designed to meet the identified needs of each center's families and students; the needs of working families will be specifically addressed. Activities will be ongoing and consistently available throughout each term. The number of family members served will be proportional to the targeted number of students.
- The applicant provides assurance that all required staff positions will regularly participate in training and other opportunities offered by the Texas ACE program. In addition, the grantee will regularly provide program-specific in-person training to center-level staff and will document the content and attendance of training events.
- The applicant provides assurance that it will regularly engage with a Steering Committee of stakeholders, new or existing, charged with providing continuous feedback and involvement to increase community awareness and program quality, evaluate program effectiveness, and inform operations and sustainability plans. Membership will be diverse and qualified to support efforts to increase quality and visibility of the program in the community.

2: Statutory/Program Assurances (Continued)

The following assurances apply to this grant program. In order to meet the requirements of the grant, the grantee must comply with these assurances.

- ☐ The applicant provides assurance that local grant programs will include the Texas ACE logo in all outreach and communication materials and the grantee will comply with Texas ACE branding guidelines.
- ☐ The applicant provides assurance to adhere to the Texas 21st Century Student Tracking (Tx21st) system data reporting requirements Grantee Profile, Funding, Contacts, Partner, Center Profiles, Center Contacts, Center Operations, Feeder Schools, Activities, and Schedule data will be entered in August and will be updated as changes in any of the data occur. Center Operations data will be updated at the beginning of each term. Data entered in the system must support the approved application and operating schedule.
  - ■ Participant and enrollment data will be entered in August or September, depending on the center schedule.
  - ■ Attendance data will be entered daily or weekly
  - ■ Exception reports and data corrections will be completed and reviewed by the project director.
  - ■ Grantee will coordinate with the school district to collect and enter school day attendance and grades data into Tx21st.
- ☐ The applicant provides assurance to participate in required state activities and submit required data for the state evaluation, compliance monitoring, continuous quality and capacity development, and technical assistance.
- ☐ The applicant provides assurance to comply with any program requirements written elsewhere in this Request for Application.

INTERLOCAL CONTRACT BETWEEN

HARRIS COUNTY DEPARTMENT OF EDUCATION

AND

HUMBLE INDEPENDENT SCHOOL DISTRICT

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract ("Contract") is entered into by and between Harris County Department of Education ("HCDE") and **Humble Independent School District** ("ISD") for the purpose of providing Nita M. Lowey 21st Century Community Learning Centers/Texas ACE **Cycle 11 Year 4** ("afterschool program") at select site(s) within the ISD.

I. PURPOSE

The ISD agrees to provide quality after-school programs at the site(s) specified in Exhibit C within the ISD. The ISD agrees to meet the following performance objectives:

A. Participants will demonstrate educational and social benefits and exhibit positive behavioral changes.

1. By the first and subsequent years of the project, increase the number of students that participate in after-school programs

2. By the end of the project period, increase the overall academic performance of participating students in core skills, including reading, writing, mathematics, science and social studies as measured by formal and informal assessments of skills and abilities.

3. By the end of the project period, increase improvement of participating students' social and conflict resolution skills, as demonstrated by decreased disciplinary referrals in-school and out-of-school suspensions, and increased attendance at the participating schools.

4. Increase participation in the number, variety, and quality of afterschool activities in the ISD.

5. Parents of participating students will demonstrate increased involvement in their child's education as measured by the participation in program family activities, volunteerism at the school, and participation in a Texas ACE Advisory Council.

B. The ISD will offer a range of high-quality educational, developmental, and recreational service at each specified site ("Center").

1. Core educational services. The Center will offer homework help and academic clubs through Learning Labs to increase academic performance, high quality services in core academic areas, e.g. reading and literacy, mathematics, and science.

2. Enrichment and support activities. The Center will integrate social and emotional Learning (SEL) concepts and strategies in enrichment and support activities such as nutrition and health, art, music, technology, and recreation.

3. College and career readiness activities. The Center will provide college and career exploration and youth leadership opportunities such as Kids' Days career fairs, guest speakers from various fields, and workshops related to House Bill 5 secondary tracks and college application process.

4. Community involvement. The Center will establish and maintain partnerships within the community that continue to increase levels of community collaboration in planning, implementation, and sustaining programs.

5. Services to parents and other adult community members. The Center will offer services to parents and other adult community members and work with the CASE for Kids Site Coordinator and Family Engagement Specialist to implement required parent involvement programming.

6. Extended hours. Each Center will offer services at least 15 hours a week, for a minimum of 5 days per week for a minimum of 34 weeks. For the summer program each Center will offer services for a minimum of six hours per day, four days per week, for a minimum of five weeks. Continuous weeks are not required.

II. TERM

This Contract shall be for the period beginning 8/1/2024 and ending 7/31/2025. 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).

III. PROGRAM DESCRIPTION AND REQUIREMENTS

The ISD agrees to provide quality after-school programs as set out in the ISD's approved site description(s) and in accordance with the ISD's approved site description(s). A copy of the ISD's approved budget(s) and site description(s) are attached as Exhibit B and Exhibit C and are incorporated by reference into this Contract. The operations listed in the site description(s) are referred to collectively as the "Center Programs."

A. For the afterschool program(s), the ISD agrees to:

1. Begin services for students and families no later than September 3, 2024.

2. Operate a minimum 15 hours per week and communicate district closures with HCDE staff

3. Hire a Quality Assurance Liaison to support the HCDE Site Coordinator and 21st CCLC Texas ACE program.

4. Support the HCDE Site Coordinator with supervising activities ensuring an adult to student ratios of 1:15 or better.

5. Assist in the preparation of contracts, financial reports, requisitions, and inventory;

6. Serve as liaison between school staff, community members, and organizations in aligning Center programs with curriculum goals;

7. Organize a record keeping system to monitor Center goals, objectives, budgeting expenditures, and inventory;

8. Participate in ongoing evaluation and modification of the Centers which will measure the achievement of the performance objectives, including, but not limited to, student, parent and teacher surveys, as well as a mandatory campus administration walk-through of programming once per term documented by the completion of the CASE for Kids' Principal assessment tool;

9. Participate in formal and informal site visits throughout the program year to assess program quality and grant compliance;

10. Ensure the targeted total number of individual students participating in the program will attend no less than 45 days of the total scheduled Texas ACE activities;

11. Support efforts to be in compliance with requirements for time served:

a) <u>For Grades K-8</u>

Eligible students who attend 45+ days at 120 minutes per day during the year (fall, spring) or 240 minutes during the summer OR Eligible students who attend 12+ days at 240 minutes per day during the summer program.

b) <u>For Grades 9-12</u>

Eligible students who attend 45+ days or more during the entirety of the school year (fall, spring, and summer). Only days attended for 90 minutes or more are counted toward the total;

12. Increase college and career readiness through the participation in Kids' Day curricula and events or fieldtrips sponsored by HCDE and CASE for Kids;

13. Match grant funds to extend tutoring availability while providing additional teachers to serve students most in need.

14. Assist the HCDE Site Coordinator in the coordination of enrichment activities such as offsite learning experiences, speakers, and educational presentations;

15. Integrate social and emotional learning and positive behavioral systems in enrichment activities to improve behavioral outcomes; while offering a diverse menu of enrichment activities taught by teachers, paraprofessionals and or service providers;

16. Assist with coordinating and implementing all youth leadership activities and initiatives associated with Youth Ambassadors; including students attending local, regional or national conferences that would benefit youth leadership and the Texas ACE program;

17. Confer with prospective students and parents to promote family involvement in student learning during monthly parental activities and allow access to parents on campus to the CASE for Kids' Family Engagement Specialist who is charged with implementing parent involvement programming;

18. Ensure students meet at **least two** of the following recruitment requirements for student:

a) Are considered at-risk and economically disadvantaged students
b) Failed one or more classes at the end of the previous school year
c) Did not perform at the recommended level on the STAAR test (if applicable)
d) Were retained in prior grade levels
e) Recommended by teachers and/or counselors with documented behavioral referrals;

19. Serve as primary liaison with the transportation department in matters relating to students involved in the Center programs;

20. Support and maintain an advisory council that meets quarterly for each center comprised of parents, students, service providers, community-based organizations, and businesses;

21. Maintain active participation in the monthly CASE for Kids' Learning Communities, annual training series and all other training required by the Texas Education Agency;

22. Assist the Principal(s) and Center Coordinators in the selection and utilization of Center service providers as set out in the site description(s);

23. Assist Center Coordinators in coordinating the Center programs with that of the regular school's instructional programs;

24. Adhere to program cancellation make up day policies required by Texas Education Agency and CASE for Kids guidelines;

25. Align program activities to school day curriculum and TEKS objectives using the most updated version of the Texas ACE Activity and Lesson Plan Worksheets provided in the Texas ACE Blueprint;

26. Seek business and community financial support and other outside sources for funding to sustain the project beyond the grant period;

27. Ensure compliance with grant term closeout procedures as outlined in the CASE for Kids Close-out Procedures Manual and Texas ACE Prime Blueprint operations manual; retain and maintain documentation of all equipment, materials and supplies purchased with grant funds; and financial documentation, including expenditure reports, invoices, general ledgers

28. Maintain adherence to the Texas ACE Prime Blueprint guidelines set forth by the Texas Education Agency, CASE for Kids guidelines and district polices;

29. Provide a minimum of 20% of leveraging funds, including in-kind, to further support the Texas ACE Cycle 11 program.

B. The ISD agrees to provide after-school programs to students and parents in accordance with its site description(s). The ISD agrees to provide facilities and personnel necessary to operate the after-school program to students, parents, and community members as stated in its site description(s). The ISD will provide the after-school program at the school sites specified in Exhibit C. The ISD agrees that the services/activities for each after-school program will adhere to those in the most recent grant proposal for the Texas ACE Program submitted by HCDE to the Texas Education Agency.

C. The ISD further agrees that it will comply with all terms and conditions of the Texas Education Agency grant awarded to HCDE under the Nita M. Lowey 21st Century Community Learning Centers Program (Texas ACE), including the applicable parts of the Education Department General Administrative Regulations (EDGAR) that govern the award and administration of this grant. Those regulations include, but are not limited to, regulations pertaining to reporting, regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Contract, and regulations pertaining to copyrights and rights in data. The ISD certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances hereto and incorporated herein. The ISD further agrees to abide by all of the guidelines developed by HCDE in furtherance of this Contract.

D. The ISD agrees not to make any expenditure in excess of the budget submitted with the ISD's site description.

E. For each Center, the ISD agrees to provide Center programs, facilities, and personnel necessary to operate the Center to students, parents and community members in accordance with its site description. The ISD will provide the Center(s) at the school sites specified in Exhibit C. The ISD agrees that the services/activities for each Center will adhere to those in the grant proposal for the Texas ACE Program submitted by HCDE to the Texas Education Agency.

F. The ISD agrees to receive HCDE's approval at least four weeks prior to making changes to the Center's description(s), including changes to the number or types of services provided; names of contractors or collaborators delivering services; hours of the program(s); the number and ages of children and adults served; dates of holidays; field trips; employee out- of-state travel or any other changes to the site description(s).

G. HCDE agrees to provide a CASE for Kids Registration form for use in program enrollment. The ISD agrees to use the provided form as it currently exists or may be revised by HCDE/CASE in the future. The ISD further agrees to affirm enrollment of students and provision of services by ensuring that a completed CASE for Kids registration form is authorized for each child enrolled in the program by the child's parent/guardian.

H. The ISD agrees to maintain necessary records and accounts in order to assure that payments received from HCDE have been expended for the Center(s). The ISD agrees to provide these records and other information as required by HCDE. The ISD agrees to retain all required records for three years after HCDE makes final payments to ISDs and all other pending matters are closed. The ISD will submit to HCDE verification of employment status for employees, receipts and invoices for supplies, and copies of contracts for contracted services purchased.

I. The ISD shall furnish operating reports to designated HCDE representatives on a monthly basis. Such reports may include, but not be limited to: financial reports; eligibility documents; complaints made by students, parents, employees, and other persons; and investigative reports of any kind involving the Center(s), Center programs, or its participants. Any reports or evaluations incidental to this Contract shall be performed only with the prior approval of HCDE. No reports or evaluations shall be released to third parties without the prior written approval of HCDE, unless release is required under the Public Information Act. This reporting will form a part of the regular monthly reporting documentation to HCDE and continue for as long as the ISD receives payments from HCDE under this Contract.

J. The ISD acknowledges and agrees that it is solely responsible for all costs, wages, expenses, and fees associated with or arising from the operation of the Center(s).

K. The ISD agrees to maintain documentation of all equipment, materials and supplies purchased with grant funds; update the CASE for Kids inventory form as need based on purchases received, used or based on conditional change (new, good, fair or poor). The ISD further agrees to The Education Department General Administrative Regulations (EDGAR) 80.32(e) and 80.33(b) that disposition be requested for all equipment and unused supplies acquired under a grant.

L. The ISD agrees to cooperate with the evaluation of the Center(s) by designating internal staff to work with the CASE for Kids' external evaluator to implement and monitor the evaluation process, including the ISD's progress in meeting the performance objectives established by the Texas Education Agency for the Nita M. Lowey 21st Century Community Learning Centers, the effect of the Center(s) on participants, and the effectiveness of the Center(s) in meeting the performance objectives established by the Texas Education Agency. The ISD agrees to provide such records as STAAR scores, TAKS scores, grades, Stanford Achievement scores, conduct scores, end of course scores, disciplinary reports, and attendance records for students in the Center programs to HCDE in accordance with the reporting due dates established by TEA. The ISD hereby designates HCDE as a school official with a legitimate educational interest in any student education records provided to HCDE for purposes of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g.

M. The ISD agrees to allow HCDE, the Texas Education Agency, the State of Texas Comptroller, or any of their duly authorized representatives to any books, documents, papers, and records relating to the services provided under this Contract for the purpose of making audits, examinations, evaluations, excerpts, and transcriptions.

N. The ISD may use the payments from HCDE to create new program(s) or enhance existing program(s), but the payments from HCDE should not replace funding for an existing program(s). In the event that payments from HCDE will be used to expand already existing program(s), the ISD will provide HCDE with detailed documentation of the program(s) including a list of students and adults currently enrolled, attendance since the beginning of the school year (or past six months), and a schedule of activities offered by the program(s) since the beginning of the year. The ISD will also report all sources of funding for the program(s) and the total cost of the program(s) to HCDE.

O. The ISD agrees to obtain and assess criminal history record information for each employee or volunteer used in the Center(s) in accordance with applicable law and to use only those persons fit to work with students as determined by applicable law and ISD and HCDE policies.

P. ISD agrees that it will comply with the assurances, certifications, and disclosures provided by Texas Education Agency, including the "General Provisions & Assurances," "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," "Lobbying Certification", "Disclosures of Lobbying Activities", "Every Student Succeeds Act (ESSA) Provisions and Assurances" and "Program-Specific Provisions & Assurances", which are attached hereto as Exhibit D and incorporated by reference into this Contract.

Q. The ISD further agrees that it will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protections Agency regulations (40 CFR part 15), and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

R. The ISD agrees that the certifications and agreements included in the HCDE Vendor Certification Forms, attached hereto and incorporated by reference in the agreement for all purposes, is true and correct.

S. The ISD agrees to provide the after-school program to at least the number of students and parents indicated on Exhibit C attached to the Contract. The ISD further agrees that if any time after 2/20/2025, the HCDE CASE for Kids Director determines that there is less than 60% of the agreed upon students and/or parents in the afterschool program (the numbers on Exhibit C), HCDE may withhold and reserve up to one-third of the budget (Exhibit B of the Contract) that it would have otherwise paid to the ISD and use those funds, in HCDE's sole discretion, to try to increase student and/or parent participation. The ISD agrees and understands that this will result in receipt by the ISD of up to one-third less funds than the ISD would have received under the Contract as specified in Exhibit B. Upon 2/20/2025, if less than 50% of the budget is not allocated for program expenditures, HCDE reserves the right to reduce the ISD's operating budget for the spring term and in subsequent grant years, as applicable.

IV. COMPENSATION AND FUNDING

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

- $90,000.00 for providing the Center in accordance with Section III and this Contract at Humble Middle School and Sterling Middle School.

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 2/20/2025, 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. PIGGYBACKING ON HCDE-PROCURED CONTRACTS

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 ISD may, in its discretion, enter into separate and independent contracts with CASE Afterschool and Summer Direct 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 for Kids for Youth Services for Afterschool and Summer, 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 ISD 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 delivered, 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 of one of HCDE's contracts with Direct Service Providers.

VI. RELATIONSHIP

It is understood and agreed that the ISD is an independent contractor. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between HCDE and any employee or agent of the ISD. The Contract does not create a joint venture or business partnership under Texas law.

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

VII. TERMINATION

This Contract may be terminated by either party without cause with thirty (30) days advance written notice. HCDE may by written notice at any time terminate this Contract if the ISD fails to comply with a provision of this Contract. HCDE may also terminate this Contract as provided in Section IV.

VIII. AUTHORIZATION

Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.

IX. NOTICE

Any notice provided under the terms of this Contract by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attention: James Colbert Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022

Humble Independent School District
Attention: Dr. Roger Brown
Interim Superintendent
10203 Birchridge Drive
Humble, Texas 77338

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

X. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Texas.

XI. VENUE

The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas.

XII. ENTIRE AGREEMENT

This Contract, Exhibit B, Exhibit C and Exhibit D represents the entire and exclusive agreement between the parties thereto and replaces in their entirety any previous agreements, written or oral.

XIII. AMENDMENT

This Contract may be amended only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this Contract.

XIV. ASSIGNMENT

Neither this Contract nor any duties or obligations under it shall be assignable by the ISD without the prior written acknowledgment and authorization of HCDE.

XV. SEVERABILITY

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XVI. BENEFIT FOR SIGNATORY PARTIES ONLY

Neither this Contract, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

XVII. IMMUNITIES

Nothing in this Contract waives or alters any immunities provided either of the parties, their employees, officers, or agents, under Texas or federal law.

Executed this 17th day of February the Year 2025.

By:

James Colbert, Jr.	Dr. Roger Brown
County School Superintendent	~~Interim~~ Superintendent
Harris County Department of Education	Humble Independent School District

EXHIBIT B

Humble ISD: Humble Middle School CASE for Kids 21st Century/Texas ACE Cycle 11, Year 4 Budget	
Quality Assurance Liaison	**$ 10,000**
Personnel -- 6100	
Site Coordinator	
School Year Certified Teachers	$ 9,700
Summer Certified Teachers	$ 7,500
School Year Para-professionals	$ 6,500
Summer Para-professionals	$ 5,000
Payroll	**$ 28,700**
Site Coordinator Fringe Benefits	
Staff Fringe Benefits	$ 5,000
Fringe Benefits	**$ 5,000**
Total Payroll Costs 6100	**$ 33,700**
Professional & Contractual Services -- 6200	
Topic: Academic Assistance	
Topic: Enrichment	
Topic: Professional Development	
Topic: Family & Parental Engagement	
Total Professional & Contractual Services 6200	
Materials & Supplies -- 6300	
Site Coordinator Office Supplies	
Family Engagment Supplies	
Program Consumable Supplies	
Program Technology	
Program Literacy Materials	
Total Materials & Supplies 6300	**$ -**
Other Operating Costs -- 6400	
Fieldtrip Transportation	$ 700
Fieldtrip Admission	$ 600
Snacks for Family Engagement	
In-state Conference **(OSTICON)**	
Facility Cost	
Out-of-state Conference	
Total Other Operating Costs 6400	**$ 1,300**
Total:	**$ 45,000**

EXHIBIT B

Humble ISD: Sterling Middle School CASE for Kids 21st Century/Texas ACE Cycle 11, Year 4 Budget	
Quality Assurance Liaison	**$ 10,000**
Personnel -- 6100	
Site Coordinator	
School Year Certified Teachers	$ 9,700
Summer Certified Teachers	$ 7,500
School Year Para-professionals	$ 6,500
Summer Para-professionals	$ 5,000
Payroll	**$ 28,700**
Site Coordinator Fringe Benefits	
Staff Fringe Benefits	$ 5,000
Fringe Benefits	**$ 5,000**
Total Payroll Costs 6100	**$ 33,700**
Professional & Contractual Services -- 6200	
Topic: Academic Assistance	
Topic: Enrichment	
Topic: Professional Development	
Topic: Family & Parental Engagement	
Total Professional & Contractual Services 6200	
Materials & Supplies -- 6300	
Site Coordinator Office Supplies	
Family Engagment Supplies	
Program Consumable Supplies	
Program Technology	
Program Literacy Materials	
Total Materials & Supplies 6300	**$ -**
Other Operating Costs -- 6400	
Fieldtrip Transportation	$ 700
Fieldtrip Admission	$ 600
Snacks for Family Engagement	
In-state Conference **(OSTICON)**	
Facility Cost	
Out-of-state Conference	
Total Other Operating Costs 6400	**$ 1,300**
Total:	**$ 45,000**

Exhibit C

Nita M. Lowey 21st CCLC Cycle 11 Year 4 Texas ACE Center Operations Schedule	Program Year 2024-2025

Center information should be entered in the same order as included in the approved application.

Center 9	9 Digit campus ID #	Name of Center/Feeder School, Physical Address, City, ZIP	*Grade Levels Served*	"Regular" Student Target	Parent/Legal Guardian Target
Center	101913041	Humble Middle School 11207 Will Clayton Pkwy, Humble, 77346	6-8	110	40
Feeder					
Feeder					

Program Operations	Start Date (MM/DD/YY):	End Date (MM/DD/YY):	Total Weeks
Fall Term	9/3/2024	12/06/2024	13
Spring Term	1/13/2025	5/16/2025	16
Summer Term	6/2/2025	7/3/2025	5
Total number of weeks: (must meet or exceed original Year 1 weeks)			34

Center Schedule

Day of the Week	Fall Term				Spring Term				Summer Term			
	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End
Monday	7:00	8:00	4:00	6:00	7:00	8:00	4:00	6:00	8:00			2:00
Tuesday	7:00	8:00	4:00	6:00	7:00	8:00	4:00	6:00	8:00			2:00
Wednesday	7:00	8:00	4:00	6:00	7:00	8:00	4:00	6:00	8:00			2:00
Thursday	7:00	8:00	4:00	6:00	7:00	8:00	4:00	6:00	8:00			2:00
Friday	7:00	8:00	4:00	6:00	7:00	8:00	4:00	6:00				
Total Hours Per Week:	15				15				24			

Adjunct Sites, If applicable (site name and full address)	

Exhibit C

Nita M. Lowey 21st CCLC Cycle 11 Year 4 Texas ACE Center Operations Schedule	Program Year 2024-2025

Center information should be entered in the same order as included in the approved application.

Center 9	9 Digit campus ID #	Name of Center/Feeder School, Physical Address, City, ZIP	*Grade Levels Served*	"Regular" Student Target	Parent/Legal Guardian Target
Center	101913047	Ross Sterling Middle School 1131 Wilson Rd, Humble TX 77338	6-8	110	40
Feeder					
Feeder					

Program Operations	Start Date (MM/DD/YY):	End Date (MM/DD/YY):	Total Weeks
Fall Term	9/3/2024	12/13/2024	14
Spring Term	1/13/2025	5/16/2025	16
Summer Term	6/2/2025	07/10/2025	6
Total number of weeks: (must meet or exceed original Year 1 weeks)			40

Center Schedule

Day of the Week	Fall Term				Spring Term				Summer Term			
	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End
Monday	7:00	8:00	4:00	6:00	7:00	8:00	4:00	6:00	8:00			2:00
Tuesday	7:00	8:00	4:00	6:00	7:00	8:00	4:00	6:00	8:00			2:00
Wednesday	7:00	8:00	4:00	6:00	7:00	8:00	4:00	6:00	8:00			2:00
Thursday	7:00	8:00	4:00	6:00	7:00	8:00	4:00	6:00	8:00			2:00
Friday	7:00	8:00	4:00	6:00	7:00	8:00	4:00	6:00				
Total Hours Per Week:	15				15				24			

Adjunct Sites, If applicable (site name and full address)	

Texas Education Agency
General Provisions and Assurances

Statement of provisions and assurances for the program(s) in this Application:

A. **Terms defined:** As used in these Provisions and Assurances,

1. *Subaward:* An award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A Subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (2 CFR 200.92)
2. *Agency* or *TEA:* The Texas Education Agency
3. *Subrecipient:* A non-Federal entity that receives a Subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding Agency (2 CFR 200.93)
4. *Program Manager:* The person representing the Agency or the Subrecipient, as indicated by the Subaward, for the purposes of administering the Subaward Project
5. *Subaward Project:* The purpose intended to be achieved through the Subaward of which these provisions and assurances are a part
6. *Applicant:* The same as Subrecipient
7. *SAS:* The Standard Application System of which the Application document is a part
8. *Application:* The entire package submitted by the Applicant, including the required schedules contained in the Application.
9. *Amendment:* An Application that is revised in budget categories and/or in program activities. The original Application and any previous Amendments are incorporated by reference.
10. *Works:* All tangible or intangible material, products, ideas, documents, or Works of authorship prepared or created by the Subrecipient for or on behalf of TEA at any time after the beginning date of the Subaward (Works includes but is not limited to computer software, data, information, images, illustrations, designs, graphics, drawings, educational materials, assessment forms, testing materials, logos, trademarks, patentable materials, etc.)
11. *Intellectual Property Rights:* The worldwide intangible legal rights or interests evidenced by or embodied in: (a) any idea, design, concept, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (b) any work of authorship, including any copyrights, moral rights, or neighboring rights; (c) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (d) domain name registrations; and (e) any other similar rights. The Intellectual Property Rights of a party include all worldwide intangible legal rights or interests that the party may have acquired by assignment or license with the right to Grant sublicenses.
12. *Grant:* The same as Subaward
13. *Grantee:* The same as Subrecipient
14. *Grantor:* The same as Agency
15. *DCC:* The Document Control Center of the Agency
16. *Capital Assets:* Tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with Generally Accepted Accounting Principles (GAAP). Capital Assets include: (a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or

through capital leases; and (b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to Capital Assets that materially increase their value or useful life (not ordinary repairs and maintenance).(2 CFR 200.12). If the Subrecipient purchases Capital Assets (furniture and/or equipment) with Subaward funds to accomplish the objective(s) of the project, title will remain with the Subrecipient for the period of the Subaward. The Agency reserves the right to transfer Capital Assets for Subrecipient noncompliance during the Subaward period or as needed after the ending date of the Subaward. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in the Subrecipient's accounting record.

17. *Capital Expenditures:* Expenditures to acquire Capital Assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to Capital Assets that materially increase their value or useful life. (2 CFR 200.13)
18. *Protected Personally Identifiable Information (PII):* An individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth,mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed (2 CFR 200.82)

B. **Contingency:** The agreement represented by this Subaward is executed by the Agency subject to the availability of funds appropriated by legislative act for the purposes stated. All Amendments and/or extensions or subsequent Subaward agreements entered into for the same or continued purposes are executed contingent upon the availability of appropriated funds. Notwithstanding any other provision in this Subaward agreement or any other document, this Subaward agreement is void upon appropriated funds becoming unavailable. In addition, this Subaward agreement may be terminated by the Agency at any time for any reason upon notice to the Subrecipient. Expenditures and/or activities for which the Subrecipient may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Agency. This Subaward agreement may be extended or otherwise amended only by formal written Amendment properly executed by both the Agency and the Subrecipient. No other agreement, written or oral, purporting to alter or amend this Subaward shall be valid.

C. **Subrecipient's Application:** Furnished to the Agency in response to a request for Application, is incorporated in this Subaward by reference for all necessary purposes. It is specifically provided; however, that the provisions of this Subaward shall prevail in all cases of conflict arising from the terms of the Subrecipient's Application whether such Application is a written part of this Subaward or is attached as a separate document.

D. **Requirements, Terms, Conditions, and Assurances:** Stated in the Request for Application, in response to which the Applicant is submitting this Application, and are incorporated herein by reference for all purposes. The instructions to the Standard Application System, as well as the General and Fiscal Guidelines and Program Guidelines, are incorporated herein by reference.

E. **Signature Authority; Final Expression; Superseding Document:** The Applicant certifies that the person signing or certifying and submitting this Application has been properly delegated this authority. The Subaward represents the final and complete expression of the terms of agreement between the parties. The Subaward supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises, or warranties that differ from the Subaward shall have no force or effect. The Subaward may be modified, amended, or extended only by formal written Amendment properly executed by both TEA and the Subrecipient.

F. **State of Texas Laws:** In the conduct of the Subaward Project, the Subrecipient shall be subject to Texas State Board of Education and Commissioner rules pertaining to this Subaward and the Subaward Project

and to the laws of the State of Texas governing this Subaward and the Subaward Project. This Subaward constitutes the entire agreement between the Agency and the Subrecipient for the accomplishment of the Subaward Project. This Subaward shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this Subaward.

G. **Monitoring:** Desk reviews, on-site monitoring reviews, arranging for agreed-upon-procedures engagements, and training and technical assistance on program-related matters may be conducted by the Agency to determine compliance with the approved Application and the applicable statute(s), law(s), regulations, and guidelines.
TEA conducts federal fiscal Grant Subrecipient monitoring and compliance reviews, and implements related remedies for noncompliance, in accordance with its established policies and procedures. These policies and procedures incorporate best practices and standards that may be similar to common auditing standards, but the Agency does not apply a specific set of external standards, such as the US Government Accountability Office's Generally Accepted Government Auditing Standards (Yellow Book), nor is it required to do so.

H. **Specific Conditions:** If TEA identifies, in its sole determination, a grantee as posing a level of risk identified by the agency's risk criteria, the grantee has a history of failure to comply with the terms and conditions of the grant award, the grantee fails to meet performance goals, or is not otherwise responsible then TEA may impose additional specific award conditions on any grant award. (2 CFR 200.207).
Specific conditions may include 1) requiring payments as reimbursements rather than advance payments, 2) withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period, 3) requiring additional, more detailed, financial reports, 4) requiring additional project monitoring, 5) requiring technical or management assistance, or 6) establishing additional prior approvals.
TEA may, in appropriate circumstances, designate the specific conditions established under 2 CFR 200.207 as "high-risk conditions" and designate a non-federal entity subject to specific conditions established under 200.207 as a high-risk Grantee. (2 CFR 3474.10)

I. **Notification of Specific Conditions:** Upon placing a specific condition or high-risk Grantee identification, TEA must notify the Grantee of 1) the nature of the additional requirements, 2) the reason for the additional requirements, 3) the action needed to remove the additional requirement, if applicable, 4) the timeline for completing the additional requirements, and 5) the method for requesting reconsideration of the additional requirements being imposed. Any specific conditions must be promptly removed once the deficiency has been corrected. (2 CFR 200.207)

J. **Remedies for Noncompliance:** If TEA determines that noncompliance cannot be corrected by imposing the specific conditions, TEA may take one or more of the following remedies for noncompliance actions, as appropriate in the circumstances. 1) temporarily withhold cash payments pending correction of the deficiency, 2) disallow all or part of an activity or action not in compliance, 3) wholly or partly suspend or terminate the grant award, 4) initiate suspension or disbarment proceedings under 2 CFR 180, 5) withhold further grant awards for the project, or 6) take other remedies that may be legally available. (2 CFR 200.338)

K. **Notification of Remedies for Noncompliance and Opportunity for Hearing:** Upon taking any remedy for non- compliance, TEA must provide the Subrecipient an opportunity to object and provide information and documentation challenging the suspension or termination action. (2 CFR 200.341)

L. **Subaward Cancellation, etc.:** If this Subaward is canceled, terminated, or suspended by the Agency prior to its expiration date, the reasonable monetary value of services properly performed by the Subrecipient pursuant to this Subaward prior to such cancellation, termination, or suspension shall be determined by the Agency and paid to the Subrecipient as soon as reasonably possible.

M. **Indemnification:** The Subrecipient, to the extent permitted by law, shall hold the Agency harmless from

and shall indemnify the Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of the Subrecipient, its agents, employees, and subcontractors, done in the conduct of the Subaward Project.

N. **Encumbrances/Obligations and Liquidations:** All encumbrances/obligations shall occur on or between the beginning and ending dates of the Subaward unless pre-award costs are expressly permitted for the individual Grant program. In general, goods or services delivered near the end of the Grant period may be viewed by TEA as not necessary to accomplish the objectives of the current Grant program; however, TEA will evaluate such expenditures on a case-by-case basis. A TEA monitor or an auditor may disallow those expenditures if the Grantee is unable to (1) document the need for the expenditures, (2) demonstrate that program beneficiaries receive benefit from the late expenditures, or (3) negate the appearance of "stockpiling" supplies or equipment. The Subrecipient must receive the benefit and liquidate (record as an expenditure) all obligations incurred under the Subaward no later than the revised final expenditure report due date. An encumbrance cannot be considered an expenditure or accounts payable until the goods have been received and the services have been rendered. Obligations that are liquidated and recognized as expenditures must meet the allowable cost principles in 2 CFR Part 200 of EDGAR (as applicable) and program rules, regulations, and guidelines contained elsewhere. This provision applies to all Grant programs, including state and federal, discretionary and formula.

O. **Financial Management and Accounting:** The Subrecipient assures it will maintain a financial management system that provides for the following: (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal Agency, and name of the pass-through entity, if any. (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 CFR 200.327 Financial reporting and 200.328 Monitoring and reporting program performance. If a Federal awarding Agency requires reporting on an accrual basis from a recipient that maintains its records on other than an accrual basis, the recipient must not be required to establish an accrual accounting system. This recipient may develop accrual data for its reports on the basis of an analysis of the documentation on hand. Similarly, a pass-through entity must not require a Subrecipient to establish an accrual accounting system and must allow the Subrecipient to develop accrual data for its reports on the basis of an analysis of the documentation on hand. (3) Records that identify adequately the source and Application of funds for federally- funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. (4) Effective control over, and accountability for, all funds, property, and other assets. The non- Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. See 2 CFR §200.303 Internal controls. (5) Comparison of expenditures with budget amounts for each Federal award. (6) Written procedures to implement the requirements of 2 CFR 200.305 Payment. (7) Written procedures for determining the allowability of costs in accordance with Subpart E—Cost Principles of this part and the terms and conditions of the Federal award. (2 CFR 200.302(b)(7)).
Public school districts, open-enrollment charter schools, and regional education service centers in Texas must comply with the accounting requirements in the Financial Accounting and Reporting (FAR) module of the *Financial Accountability System Resource Guide*, Texas Education Agency.

P. **Expenditure Reports:** The Subrecipient shall submit expenditure reports in the time and manner requested by the Agency and in accordance with the critical events calendar for the Grant accessible from the TEA Grant Opportunities page which is incorporated by reference.

Q. **Refunds Due to TEA:** If the Agency, or Subrecipient, determines that the Agency is due a refund of money paid to the Subrecipient pursuant to this Subaward, the Subrecipient shall pay the money due to the Agency within 30 days of the Subrecipient's receipt of written notice that such money is due to the

Agency. If the Subrecipient fails to make timely payment, the Agency may obtain such money from the Subrecipient by any means permitted by law, including but not limited to offset, counterclaim, cancellation, termination, suspension, total withholding, and/or disapproval of all or any subsequent Applications for said funds.

R. **Records Retention:** Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of five years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding Agency or pass-through entity in the case of a Subrecipient (GEPA 81.31(c)).
The Subrecipient understands that acceptance of funds under this Subaward acts as acceptance of the authority of the State Auditor's office, or any successor Agency, to conduct an audit or investigation in connection with those funds. The Subrecipient further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Subrecipient and the requirements to cooperate is included in any subcontract it awards.

S. **Time and Effort Recordkeeping:** For those personnel whose salaries are prorated between or among different funding sources or used as matching/cost sharing to a federal Grant, time and effort records will be maintained by Applicant that will confirm the services provided within each funding source. Applicant must adjust payroll records and expenditures based on this documentation. This requirement applies to all projects, regardless of funding source, unless otherwise specified. For federally funded projects, time and effort records must be in accordance with the requirements in 2 CFR 200.430(i) of EDGAR, as applicable.

T. **Forms, Assurances, and Reports:** The Subrecipient shall in a timely manner make and file with the proper authorities all forms, assurances, and reports required by federal laws and regulations. The Agency shall be responsible for reporting to the proper authorities any failure by the Subrecipient to comply with the foregoing laws and regulations coming to the Agency's attention, and may deny payment or recover payments made by the Agency to the Subrecipient in the event of the Subrecipient's failure to comply.

U. **Intellectual Property Ownership:** The Subrecipient agrees that all Works are, upon creation, Works made for hire and the sole property of TEA. If the Works are, under applicable law, not considered Works made for hire, the Subrecipient hereby assigns to TEA all worldwide ownership of all rights, including the Intellectual Property Rights, in the Works, without the necessity of any further consideration, and TEA can obtain and hold in its own name all such rights to the Works. The Subrecipient agrees to maintain written agreements with all officers, directors, employees, agents, representatives, and subcontractors engaged by the Subrecipient for the Subaward Project, Granting the Subrecipient rights sufficient to support the performance and Grant of rights to TEA by the Subrecipient. Copies of such agreements shall be provided to TEA promptly upon request.
The Subrecipient warrants that (i) it has the authority to Grant the rights herein Granted; (ii) it has not assigned or transferred any right, title, or interest to the Works or Intellectual Property Rights that would conflict with its obligations under the Subaward, and the Subrecipient will not enter into any such agreements; and (iii) the Works will be original and will not infringe any Intellectual Property Rights of any other person or entity. These warranties will survive the termination of the Subaward. If any preexisting rights are embodied in the Works, the Subrecipient Grants to TEA the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative Works based upon such preexisting rights and any derivative Works thereof; and (ii) authorize others to do any or all of the foregoing. The Subrecipient agrees to notify TEA on delivery of the Works if they include any such preexisting rights. On request, the Subrecipient will provide TEA with documentation indicating a third party's written approval for the Subrecipient to use any preexisting rights

that may be embodied or reflected in the Works.

For School Districts, ESCs, Nonprofit, and For Profit Organizations: The foregoing Intellectual Property Ownership provisions apply to any school districts, ESCs, nonprofit organizations, and their employees, agents, representatives, consultants, and subcontractors. If a school district, ESC, or nonprofit organization or any of its subcontractor(s) wish to obtain a license agreement to use, advertise, offer for sale, sell, distribute, publicly display, publicly perform or reproduce the Works, or make derivative Works from the Works, then express written permission must first be obtained from the TEA Copyright Office.

For Colleges and Universities: The foregoing Intellectual Property Ownership provisions apply to any colleges and universities and their employees, agents, representatives, consultants, and subcontractors; provided, that for all Works and derivative Works created or conceived by colleges or universities under the Subaward, they are Granted a non-exclusive, non-transferable, royalty-free license to use the Works for their own academic and educational purposes only. The license for academic and educational purposes specifically excludes advertising, offering for sale, selling, distributing, publicly displaying, publicly performing, or reproducing the Works, or making derivative Works from the Works that are created or conceived under this Subaward; and colleges and universities and their employees, agents, representatives, consultants, and subcontractors are prohibited from engaging in these uses and activities with regard to the Works unless the prior express written permission of the TEA Copyright Office is obtained.

V. **Unfair Business Practices:** By signing this Subaward, the Subrecipient, if other than a state Agency, certifies that the Subrecipient, within the preceding 12 months, has not been found guilty, in a judicial or state Agency administrative proceeding, of unfair business practices. The Subrecipient, if other than a state Agency, also certifies that no officer of its company has, within the preceding 12 months, served as an officer in another company which has been found, in a judicial or state Agency administrative proceeding, to be guilty of unfair business practices.
The Subrecipient, whether a state Agency or not a state Agency, certifies that no funds provided under this Subaward shall be used to purchase supplies, equipment, or services from any companies found to be guilty of unfair business practices within 12 months from the determination of guilt.

W. **Subcontracting:** The Subrecipient shall not assign or subcontract any of its rights or responsibilities underthis Subaward, except as may be otherwise provided for in this Application, without prior formal written approval Granted as an Amendment to this Subaward properly executed by both the Agency and the Subrecipient.

X. **Use of Consultants:** Notwithstanding any other provision of this Application, Applicant shall not use or pay any consultant in the conduct of this Application if the services to be rendered by any such consultant can be provided by Applicant's employees.

Y. **Disposition of Equipment and Supplies:** If Capital Expenditures are used to purchase Capital Assets, the Subrecipient must request disposition instructions from the Agencybefore disposing of the equipment and/or supplies. Disposition will be made in accordance with 2 CFR 200.313 and 200.314 as applicable.

Z. **Agency Property (Terms):** In the event of loss, damage, or destruction of any property owned by or loaned by the Agency while in the custody or control of the Subrecipient, its employees, agents, consultants, or subcontractors, the Subrecipient shall indemnify the Agency and pay to the Agency the full value of or the full cost of repair or replacement of such property, whichever is the greater, within 30 days of the Subrecipient's receipt of written notice of the Agency's determination of the amount due. This provision applies whether the property is developed or purchased by the Subrecipient pursuant to this Subaward or is provided by the Agency to the Subrecipient for use in the Subaward Project. If the Subrecipient fails to make timely payment, the Agency may obtain such money from the Subrecipient by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to the Subrecipient by the Agency.

AA. **Travel Costs:** Amounts authorized for maximum recovery for travel costs against any state or federal funding source are restricted to those amounts which are approved in the State of Texas appropriations bill in effect for the particular obligation. Any amount over this limit must come from local funding sources. Applicant must recover funds at a lesser rate if local policy amounts are less than the maximum allowed by the state. Out-of-state travel may not exceed the federal government rate for the locale. Reimbursement of travel costs is based on actual expenses. Travel allowances are unallowable.

BB. **Funds for Religious Worship, Instruction:** No funds will be used to pay for religious worship, instruction, or proselytization, or for any equipment or supplies for such, or for any construction, remodeling, repair, operation, or maintenance of any facility or part of a facility to be used for religious worship, instruction, or proselytization (34 CFR 76.532)

CC. **Disclosure of Gifts and Campaign Contributions:** The Grantee shall file disclosures of gifts and campaign contributions as required by State Board of Education Operating Rule 4.3, which is incorporated as if set out in full. The Grantee has a continuing obligation to make disclosures through the term of the Subaward. Failure to comply with State Board of Education Operating Rule 4.3 is grounds for canceling the Subaward agreement.

DD. **Submission of Audit Reports to TEA:** Grantees agree to submit audit report(s) consistent with the requirements of 2 CFR Part 200, Subpart F of EDGAR, including the reporting package described in 200.512, to the Federal Audit Clearinghouse (FAC). Also by section 44.008 of the Texas Education Code (TEC), Grantees also agree to submit audit reports to TEA Financial Compliance Division in the time and manner requested by the Agency.

Grantees that expend $750,000 or more during the entity's fiscal year in Federal awards must have a single audit conducted in accordance with 200.501 Audit requirements, except when it elects to have a program-specific audit conducted in accordance with paragraph of that section. Grantees agree to submit a copy of such audits to TEA when the schedule of findings and questioned costs disclose audit findings relating to any federal awards provided by TEA. A copy of such audits shall also be submitted to TEA if the summary schedule of prior audit findings reported the status of any audit findings relating to any federal awards provided by TEA.

EE. **Federal Rules, Laws, and Regulations That Apply to All Federal Programs:** The Subrecipient shall be subject to and shall abide by all federal laws, rules, and regulations pertaining to the Subaward Project, including but not limited to:

1. **Americans With Disabilities Act,** Public Law (P.L.) 101-336, 42 United States Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64.
2. **Title VI of the Civil Rights Act of 1964,** as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100.
3. **Title IX of the Education Amendments of 1972**, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if the Subrecipient is an educational institution.
4. **Section 504 of the Rehabilitation Act of 1973,** as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Parts 104 and 105.
5. **Age Discrimination Act of 1975,** as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 CFR Part 110.
6. **Family Educational Rights and Privacy Act (FERPA) of 1975,** as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including **Privacy Rights of Parents and Students** (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).

7. Section 509 of H.R. 5233 as incorporated by reference in P.L. 99-500 and P.L. 99-591 **(prohibition against the use of federal Grant funds to influence legislation pending before Congress).**
8. **Pro-Children Act of 2001,** which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (ESSA, Title VIII, Part F, subpart 5). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (ESSA, Title VIII, Part F, subpart 5). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (ESSA, Title VIII, Part F, subpart 5).
9. **Fair Labor Standards Act (29 USC 207), Davis Bacon Act (40 USC 276[a]), and Contract Work Hours and Safety Standards Act (40 USC 327 et seq.),** as applicable, and their implementing regulations in 29 CFR 500-899; 29 CFR Parts 1, 3, 5, and 7; and 29 CFR Parts 5 and 1926, respectively.
10. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.
11. **Prohibition of Text Messaging and Emailing while Driving during Official Federal Grant Business:** Personnel funded from federal Grants and their subcontractors and Subgrantee are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official Grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal Grants funded by the US Department of Education).
12. **Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104[g]):** In accordance with 2 CFR 175, this award may unilaterally be terminated, without penalty, if Subrecipient or an employee of Subrecipient violates any of the applicable prohibitions of this award term through conduct that is either associated with performance under this award or imputed to Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR 85.630. Subrecipient and Subrecipient's employees may not i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; ii) Procure a commercial sex act during the period of time the award is in effect; or iii) Use forced labor in the performance of the award or Subaward under the award. Subrecipient must inform the proper authorities and Agency immediately of any information it receives from any source alleging a violation of the applicable prohibitions of this award term. In addition to all other remedies for noncompliance that are available to the Agency under this award, Subrecipient must include the requirements of this provision in any Subaward made to a private entity.

FF. **Federal Regulations Applicable to All Federal Programs:**

A complete description of the federal regulations that apply to federal education grant awards may be found on USDE's EDGAR website at http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html.

GG. **General Education Provisions Act (GEPA), As Amended, Applicable to All Federal Programs Funded or Administered through or by the US Department of Education:**

The general Application submitted by a local educational Agency shall set forth these assurances:

1. **Applicability:** That the local educational Agency will administer each program covered by the Application in accordance with all applicable statutes, regulations, program plans, and Applications (20 USC 1232(e));
2. **Public Agency Control:** That the control of funds provided to the local educational Agency under each program, and title to property acquired with those funds, will be in a public Agency and that a public Agency will administer those funds and property (20 USC 1232(e));
3. **Sound Accounting:** That the local educational Agency will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, Federal funds paid to that Agency under each program (20 USC 1232(e));
4. **Access to Records:** That the local educational Agency will make reports to TEA and to the Secretary of Education as may reasonably be necessary to enable TEA and the Secretary to perform their duties and that the local educational Agency will maintain such records, including the records required under 20 USC 1232(f), Education Records, and provide access to those records, as TEA or the Secretary deem necessary to perform their duties (20 USC 1232(e));
5. **Participation in Planning:** That the local educational Agency will provide reasonable opportunities for the participation by teachers, parents, and other interested agencies, organizations, and individuals in the planning for and operation of each program (20 USC 1232(e));
6. **Availability of Information:** That any Application, evaluation, periodic program plan or report relating to each program will be made readily available to parents and other members of the general public (20 USC 1232(e));
7. **Construction:** That in the case of any project involving construction -
   (A) the project is not inconsistent with overall State plans for the construction of school facilities, and
   (B) in developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary under section 794 of title 29 in order to ensure that facilities constructed with the use of Federal funds are accessible to and usable by individuals with disabilities (20 USC 1232 (e));
8. **Sharing Information:** That the local educational Agency has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects (20 USC 1232(e)); and
9. **Direct Financial Benefit:** That none of the funds expended under any applicable program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization (20 USC 1232(e)).
10. **Prohibition of Funds for Busing:** No funds appropriated for the purpose of carrying out any applicable program may be used for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to overcome racial imbalance in any school or school system, or for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to carry out a plan of racial desegregation of any school or school system, except for funds appropriated pursuant to title VIII of the Elementary and Secondary Education Act of 1965 [20 U.S.C. 7701 et seq.], but not including any portion of such funds as are attributable to children counted under section 8003(d) of such Act [20 U.S.C. 7703(d)] or residing on property described in section 8013(10) of such Act [20 U.S.C. 7713(10)] (20 USC 1228).

HH. **State Rules, Laws, and Regulations That Apply to All Programs Administered by TEA:**

The Grantee shall comply with all provisions of the Texas Education Code, Chapter 22, Subchapter C, Criminal History Records, which requires that personnel employed using Grant funds shall be subject to

the state's fingerprinting requirement. The Subrecipient provides assurance, with its signature on the Grant Application or by certifying and submitting the eGrants Application, that it will take all necessary and required steps to ensure that all its Subrecipients are in compliance with the fingerprinting requirement.

II. **Family Code Applicability:** With its signature on the Grant Application or by certifying and submitting the eGrants Application, the Subrecipient, if other than a state Agency, certifies that under Section 231.006, Family Code, that the Subrecipient is not ineligible to receive payment under this Subaward and acknowledges that this Subaward may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Subaward if the Subrecipient is found to be ineligible to receive payment. If the Subrecipient is found to be ineligible to receive payment and the Subaward is terminated, the Subrecipient is liable to TEA for attorney's fees; the costs necessary to complete the Subaward, includingthe cost of advertising and awarding a second Subaward; and any other damages or relief provided by law orequity.

JJ. **Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, appendices, General Provisions and Assurances, Program-Specific Provisions and Assurances, exhibits, attachments, or other documents, the TEA Subaward and its General Provisions and Assurances, Program- Specific Provisions and Assurances, appendices, Errata, and General and Fiscal Guidelines shall take precedence over all other documents that are a part of this Subaward.

KK. **Registered Lobbyists:** No state or federal funds transferred to a Subrecipient/Grantee may be used to hire a registered lobbyist.

LL. **Test Administration and Security:** This Subaward is executed by the Agency subject to assurance by the Subrecipient that it has at all times been and shall remain in full compliance with Title 19, Texas Administrative Code Chapter 101, and all requirements and procedures for maintaining test security specified in any test administration materials in the possession or control of the Subrecipient, or any school, campus, or program operated by the Subrecipient. Notwithstanding any other provision in this Subaward or any other document, this Subaward is void upon notice by the Agency, in its sole discretion, that the Subrecipient or any school, campus, or program operated by the Subrecipient has at any time committed a material violation of Title 19, Texas Administrative Code Chapter 101, or any requirement or procedure for maintaining test security specified in any test administration materials in the possession or control of the Subrecipient, or any school, campus, or program operated by the Subrecipient. Expenditures and/or activities for which the Subrecipient may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Agency.

MM. **Social Security Numbers:** Social security numbers will not be provided by TEA as a part of this agreement. TEA is not requiring or requesting school districts or other Grantees to provide social security numbers as a part of this agreement**.**

NN. **Student-Identifying Information:** The Subrecipient agrees that in executing tasks on behalf of TEA, the Subrecipient will not use any student-identifying information in any way that violates the provisions of FERPA and will destroy or return all student-identifying information in accordance with the terms in Section on Confidential Information, FERPA, and Information Security Requirements hereof.

OO. **Protected Personally Identifiable Information (Protected PII):** The Subrecipient agrees to take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding Agency or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

PP. **Authorized Officials for Grant Payments:** Subrecipient assures that the Grantee Manager and/or Grantee Official, or such person using the Grantee Manager or Grantee Official's credentials, has been authorized by the Subrecipient organization to enter the organization into legally binding agreements for grant payment purposes prior to the Grantee Manager or Grantee Official certifying and submitting expenditure payment

requests in the TEA Expenditure Reporting (ER) System.

QQ. **Electronic and Information Resources Accessibility Standards**: Any Electronic Information Resources (EIR) produced as part of this agreement must comply with the State of Texas Accessibility requirements as specified in 1 TAC 206, 1 TAC Chapter 213, Federal Section 508 standards, and the WCAG 2.0 AA Accessibility Guidelines. EIR includes webpages, website portals, electronic documents (all formats), multimedia (live and recorded video, audio, and interactive presentations), web applications, online forms, and mobile applications. Websites must have a third-party company evaluate the site for accessibility before accepted by TEA.

RR. **Load Testing**: The vendor must provide documentation to TEA the application has been load tested. The results in the documentation must meet or exceed the required demands. The vendor must provide a supported service level agreement of uptime per month. The vendor must provide expected recovery time objective (RTO) and recovery point objective (RPO) in the event of major outage.

Failed Load Testing

In its sole judgment, TEA may terminate the agreement for cause if the application fails to meet the criteria for success. In its sole determination, TEA may exercise any, or all, of the following remedies in lieu of termination of this Agreement:

1. The vendor shall be given the opportunity to extend the Load Testing period for up to thirty (30) calendar days to allow the vendor to diagnose and correct performance problems that may be caused by the application or the configuration of the application, or;
2. The vendor shall be given the opportunity to install additional hardware or platform components, at the vendor's sole expense, to meet the performance requirements specified, or;
3. The vendor shall be given up to thirty (30) days following the diagnosis of any problem related to the application to correct, at the vendor's sole expense, the defects in the application, or;
4. At TEA's sole option, TEA will exercise one, or any combination, of the
5. options described above. Should the application fail to successfully complete the Load Test, the application will be deemed to have failed Acceptance and TEA will be entitled to a full refund.

If the selected vendor fails to complete the due performance of the contract in accordance to the terms and conditions, TEA reserves the right either to cancel the contract or to accept performance already made by the selected vendor. In case of termination of contract TEA reserves the right to recover an amount fixed as Liquidated Damages for non-performance.

By signing and submitting the application, or certifying and submitting the eGrants application, the Applicant indicates acceptance of and compliance with all requirements described herein.

2: Statutory/Program Assurances

The following assurances apply to this grant program. In order to meet the requirements of the grant, the grantee must comply with these assurances.

- The applicant assures that the application does not contain any information that would be protected by the Family Educational Rights and Privacy Act (FERPA) from general release to the public.
- The applicant assures that any Electronic Information Resources (EIR) produced as part of this agreement will comply with the State of Texas Accessibility requirements as specified in 1 Texas Administrative Code (TAC) 206, 1 TAC Chapter 213, Federal Section 508 standards, and the Web Content Accessibility Guidelines (WCAG) 2.0 level AA.
- The applicant assures that program funds will supplement (increase the level of service), and not supplant (replace) state mandates, State Board of Education rules, and activities previously conducted with state or local funds. The applicant provides assurance that state or local funds may not be decreased or diverted for other purposes merely because of the availability of these funds. The applicant provides assurance that program services and activities to be funded from this grant will be supplementary to existing services and activities and will not be used for any services or activities required by state law, State Board of Education rules, or local policy.
- The applicant assures that they accept and will comply with Every Student Succeeds Act Provisions and Assurances requirements.
- The applicant assures that the required proof of nonprofit status will be submitted with the grant application as described in the General and Fiscal Guidelines, Fiscal-Related Documentation Required to Be on File section.
- The applicant assures to adhere to all Performance Measures, as noted in the 2024-2025 Nita M. Lowey 21st Century Community Learning Centers, Cycle 11, Year 4, Program Guidelines, and shall provide TEA, upon request, any performance data necessary to assess the success of the program.
- The applicant assures to adhere to all Statutory Requirements and Texas Education Agency (TEA) Program Requirements as noted in the 2024-2025 Nita M. Lowey 21st Century Community Learning Centers, Cycle 11, Year 4 Program Guidelines.
- The applicant provides assurance to adhere to the agreed-upon plan in the original approved grant application and subsequent amendments as appropriate.
- The applicant provides assurance to strategically address the needs and gaps in community resources that drive improvements in academic and developmental outcomes at the center level.
- The applicant provides assurance to continue and plan partnerships that contribute to achieving stated objectives and sustaining the program over time.
- The applicant provides assurance to intentionally design program activities designed to increase performance on the stated statutory performance measures.
- The applicant provides assurance to implement best and evidence-based practices to provide educational and related activities that will complement and enhance academic performance, achievement, and positive youth development of the students.
- The applicant provides assurance to implement strategies that improve student academic achievement, campus academic achievement and overall student success.
- The applicant provides assurance to disseminate information about the learning center, including its location, to the community in a manner that is understandable and accessible.
- The applicant provides assurance to operate a system that allows students participating in the program to travel safely to and from the center and home.

2: Statutory/Program Assurances (Continued)

The following assurances apply to this grant program. In order to meet the requirements of the grant, the grantee must comply with these assurances.

- The applicant provides assurance to combine or coordinate with federal, state and local programs to make the most effective use of public resources.
- The applicant provides assurance to use volunteers in activities carried out through the learning center, if applicable.
- The applicant provides assurance to implement the plan for how the community learning center will continue after funding ends.
- The applicant provides assurance the program will take place in a safe facility that is properly equipped and accessible to participants and family members.
- The applicant provides assurance that the proposed program was developed, and will be carried out, in active collaboration with the schools that participating students attend, including through the sharing of relevant data among the schools, all participants of the eligible entity, and any partnership entities in compliance with applicable laws relating to privacy and confidentiality and in alignment with the challenging state academic standards and any local academic standards.
- The applicant provides assurance that the program will target students who primarily attend schools eligible for schoolwide programs under ESEA as amended by Section 1114, and the families of such students.
- The applicant provides assurance that they will adhere to the level of services in the approved application and in the agreed-upon center operation schedules and will provide those services to eligible students through this and all continuation and renewal grant periods, as applicable. Applicant acknowledges that proposed amendments that reduce the level of services to below the Year 1 awarded application will be approved only in extreme or unusual circumstances and that failure to adhere to service levels and student targets will result in reduced funding during the subsequent continuation grant period. Grant funds remaining unexpended at the end of the expenditure reporting period for the grant award will not be made available by TEA to supplement continuation grant awards.
- The applicant provides assurance that services will be provided at no cost to participants. Grantees are prohibited from collecting fees, including late pickup fees or any other fee.
- The applicant provides assurance that activities will always be supervised by qualified staff at adult to student ratios that meet or exceed TEC Chapter 25, Subchapter D requirements or other state required ratios as applicable. Lower ratios are encouraged.
- The applicant provides assurance that center-level activities will be a minimum of 45 consecutive minutes in length and planned for each hour that a center is operating. Activities will be intentionally designed to address student academic and developmental needs and student voice, aligned with state standards and developed using a planning tool such as the Texas ACE Activity/Unit and Lesson Plan Worksheet. Activities will reflect each of the following four components during each term: academic assistance, academic enrichment, family and parental support, and college and workforce readiness. College and workforce readiness activities are required only for grades 9-12 and are allowed for other grades as appropriate.
- The applicant provides assurance that services for students and families will begin no earlier than the grant start date of August 1, 2024 and no later than September 3, 2024, unless specifically approved by TEA.

2: Statutory/Program Assurances (Continued)

The following assurances apply to this grant program. In order to meet the requirements of the grant, the grantee must comply with these assurances.

- The applicant will adhere to a TEA-approved schedule that meets or exceeds program service requirements at each center and that provides a consistent and dependable schedule of weekly activities for all students enrolled. Time dedicated to program activities for adult family members will not count toward student programming. Failure to adhere to the agreed-upon operating schedule will result in reduced funding during subsequent continuation grant period prorated for the time missed against the center-level budget(s).

The applicant agrees to implement an approval operation calendar for each center. Specifically, each center schedule shall meet or exceed the following minimum operating schedule:

- A minimum of 34 weeks per year across all terms, including summer. TEA will count only the weeks in which a center offered the minimum number of hours-per-week toward the 34-week total. Make-up hours will be credited. The week runs from Sunday through Saturday.
- A minimum of five days per week for the fall and spring terms.
- A minimum of 15 hours per week (applicants should not propose to offer more than 20 hours of programming per week). Note: Transportation time that exceeds 30 minutes per-day shall not be counted towards minimum hours-per-week of programming.
- A minimum of five weeks and six hours per day, four days per week during the summer term. Continuous weeks are not required.
- Programs that operate for students that attend a campus that offers extended year scheduling can provide the required summer program during summer and intersession breaks.

- The applicant provides assurance that academic, academic enrichment, accelerated learning, and tutoring activities will align with the regular school day program and state standards. Enrichment activities will enhance the academic-related activities of the regular day and/or be aligned with a documented student or campus need.
- The applicant provides assurance that all activities will occur at an approved center or, on a limited and pre-approved basis, at an adjunct site or during an approved field trip. Activities at a non-approved location, such as a feeder school, are unallowable and will not be charged to the grant.
- The applicant provides assurance they will offer families of students served by the program opportunities for active and meaningful engagement in their children's education and opportunities for literacy and related educational development. Family activities will be designed to meet the identified needs of each center's families and students; the needs of working families will be specifically addressed. Activities will be ongoing and consistently available throughout each term. The number of family members served will be proportional to the targeted number of students.
- The applicant provides assurance that all required staff positions will regularly participate in training and other opportunities offered by the Texas ACE program. In addition, the grantee will regularly provide program-specific in-person training to center-level staff and will document the content and attendance of training events.
- The applicant provides assurance that it will regularly engage with a Steering Committee of stakeholders, new or existing, charged with providing continuous feedback and involvement to increase community awareness and program quality, evaluate program effectiveness, and inform operations and sustainability plans. Membership will be diverse and qualified to support efforts to increase quality and visibility of the program in the community.

2: Statutory/Program Assurances (Continued)

The following assurances apply to this grant program. In order to meet the requirements of the grant, the grantee must comply with these assurances.

- ☐ The applicant provides assurance that local grant programs will include the Texas ACE logo in all outreach and communication materials and the grantee will comply with Texas ACE branding guidelines.
- ☐ The applicant provides assurance to adhere to the Texas 21st Century Student Tracking (Tx21st) system data reporting requirements Grantee Profile, Funding, Contacts, Partner, Center Profiles, Center Contacts, Center Operations, Feeder Schools, Activities, and Schedule data will be entered in August and will be updated as changes in any of the data occur. Center Operations data will be updated at the beginning of each term. Data entered in the system must support the approved application and operating schedule.
  - ■ Participant and enrollment data will be entered in August or September, depending on the center schedule.
  - ■ Attendance data will be entered daily or weekly
  - ■ Exception reports and data corrections will be completed and reviewed by the project director.
  - ■ Grantee will coordinate with the school district to collect and enter school day attendance and grades data into Tx21st.
- ☐ The applicant provides assurance to participate in required state activities and submit required data for the state evaluation, compliance monitoring, continuous quality and capacity development, and technical assistance.
- ☐ The applicant provides assurance to comply with any program requirements written elsewhere in this Request for Application.

INTERLOCAL CONTRACT BETWEEN

HARRIS COUNTY DEPARTMENT OF EDUCATION

AND

ALIEF INDEPENDENT SCHOOL DISTRICT

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract ("Contract") is entered into by and between Harris County Department of Education ("HCDE") and **Alief Independent School District** ("ISD") for the purpose of providing Nita M. Lowey 21st Century Community Learning Centers/Texas ACE **Cycle 11 Year 4** ("afterschool program") at select site(s) within the ISD.

I. PURPOSE

The ISD agrees to provide quality after-school programs at the site(s) specified in Exhibit C within the ISD. The ISD agrees to meet the following performance objectives:

A. Participants will demonstrate educational and social benefits and exhibit positive behavioral changes.

1. By the first and subsequent years of the project, increase the number of students that participate in after-school programs

2. By the end of the project period, increase the overall academic performance of participating students in core skills, including reading, writing, mathematics, science and social studies as measured by formal and informal assessments of skills and abilities.

3. By the end of the project period, increase improvement of participating students' social and conflict resolution skills, as demonstrated by decreased disciplinary referrals in-school and out-of-school suspensions, and increased attendance at the participating schools.

4. Increase participation in the number, variety, and quality of afterschool activities in the ISD.

5. Parents of participating students will demonstrate increased involvement in their child's education as measured by the participation in program family activities, volunteerism at the school, and participation in a Texas ACE Advisory Council.

B. The ISD will offer a range of high-quality educational, developmental, and recreational service at each specified site ("Center").

1. Core educational services. The Center will offer homework help and academic clubs through Learning Labs to increase academic performance, high quality services in core academic areas, e.g. reading and literacy, mathematics, and science.

2. Enrichment and support activities. The Center will integrate social and emotional Learning (SEL) concepts and strategies in enrichment and support activities such as nutrition and health, art, music, technology, and recreation.

3. College and career readiness activities. The Center will provide college and career exploration and youth leadership opportunities such as Kids' Days career fairs, guest speakers from various fields, and workshops related to House Bill 5 secondary tracks and college application process.

4. Community involvement. The Center will establish and maintain partnerships within the community that continue to increase levels of community collaboration in planning, implementation, and sustaining programs.

5. Services to parents and other adult community members. The Center will offer services to parents and other adult community members and work with the CASE for Kids Site Coordinator and Family Engagement Specialist to implement required parent involvement programming.

6. Extended hours. Each Center will offer services at least 15 hours a week, for a minimum of 5 days per week for a minimum of 34 weeks. For the summer program each Center will offer services for a minimum of six hours per day, four days per week, for a minimum of five weeks. Continuous weeks are not required.

II. TERM

This Contract shall be for the period beginning 8/1/2024 and ending 7/31/2025. 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).

III. PROGRAM DESCRIPTION AND REQUIREMENTS

The ISD agrees to provide quality after-school programs as set out in the ISD's approved site description(s) and in accordance with the ISD's approved site description(s). A copy of the ISD's approved budget(s) and site description(s) are attached as Exhibit B and Exhibit C and are incorporated by reference into this Contract. The operations listed in the site description(s) are referred to collectively as the "Center Programs."

A. For the afterschool program(s), the ISD agrees to:

1. Begin services for students and families no later than September 3, 2024.

2. Operate a minimum 15 hours per week and communicate district closures with HCDE staff

3. Hire a Quality Assurance Liaison to support the HCDE Site Coordinator and 21st CCLC Texas ACE program.

4. Support the HCDE Site Coordinator with supervising activities ensuring an adult to student ratios of 1:15 or better.

5. Assist in the preparation of contracts, financial reports, requisitions, and inventory;

6. Serve as liaison between school staff, community members, and organizations in aligning Center programs with curriculum goals;

7. Organize a record keeping system to monitor Center goals, objectives, budgeting expenditures, and inventory;

8. Participate in ongoing evaluation and modification of the Centers which will measure the achievement of the performance objectives, including, but not limited to, student, parent and teacher surveys, as well as a mandatory campus administration walk-through of programming once per term documented by the completion of the CASE for Kids' Principal assessment tool;

9. Participate in formal and informal site visits throughout the program year to assess program quality and grant compliance;

10. Ensure the targeted total number of individual students participating in the program will attend no less than 45 days of the total scheduled Texas ACE activities;

11. Support efforts to be in compliance with requirements for time served:

a) <u>For Grades K-8</u>

Eligible students who attend 45+ days at 120 minutes per day during the year (fall, spring) or 240 minutes during the summer OR Eligible students who attend 12+ days at 240 minutes per day during the summer program.

b) <u>For Grades 9-12</u>

Eligible students who attend 45+ days or more during the entirety of the school year (fall, spring, and summer). Only days attended for 90 minutes or more are counted toward the total;

12. Increase college and career readiness through the participation in Kids' Day curricula and events or fieldtrips sponsored by HCDE and CASE for Kids;

13. Match grant funds to extend tutoring availability while providing additional teachers to serve students most in need.

14. Assist the HCDE Site Coordinator in the coordination of enrichment activities such as offsite learning experiences, speakers, and educational presentations;

15. Integrate social and emotional learning and positive behavioral systems in enrichment activities to improve behavioral outcomes; while offering a diverse menu of enrichment activities taught by teachers, paraprofessionals and or service providers;

16. Assist with coordinating and implementing all youth leadership activities and initiatives associated with Youth Ambassadors; including students attending local, regional or national conferences that would benefit youth leadership and the Texas ACE program;

17. Confer with prospective students and parents to promote family involvement in student learning during monthly parental activities and allow access to parents on campus to the CASE for Kids' Family Engagement Specialist who is charged with implementing parent involvement programming;

18. Ensure students meet at **least two** of the following recruitment requirements for student:

a) Are considered at-risk and economically disadvantaged students
b) Failed one or more classes at the end of the previous school year
c) Did not perform at the recommended level on the STAAR test (if applicable)
d) Were retained in prior grade levels
e) Recommended by teachers and/or counselors with documented behavioral referrals;

19. Serve as primary liaison with the transportation department in matters relating to students involved in the Center programs;

20. Support and maintain an advisory council that meets quarterly for each center comprised of parents, students, service providers, community-based organizations, and businesses;

21. Maintain active participation in the monthly CASE for Kids' Learning Communities, annual training series and all other training required by the Texas Education Agency;

22. Assist the Principal(s) and Center Coordinators in the selection and utilization of Center service providers as set out in the site description(s);

23. Assist Center Coordinators in coordinating the Center programs with that of the regular school's instructional programs;

24. Adhere to program cancellation make up day policies required by Texas Education Agency and CASE for Kids guidelines;

25. Align program activities to school day curriculum and TEKS objectives using the most updated version of the Texas ACE Activity and Lesson Plan Worksheets provided in the Texas ACE Blueprint;

26. Seek business and community financial support and other outside sources for funding to sustain the project beyond the grant period;

27. Ensure compliance with grant term closeout procedures as outlined in the CASE for Kids Close-out Procedures Manual and Texas ACE Prime Blueprint operations manual; retain and maintain documentation of all equipment, materials and supplies purchased with grant funds; and financial documentation, including expenditure reports, invoices, general ledgers

28. Maintain adherence to the Texas ACE Prime Blueprint guidelines set forth by the Texas Education Agency, CASE for Kids guidelines and district polices;

29. Provide a minimum of 20% of leveraging funds, including in-kind, to further support the Texas ACE Cycle 11 program.

B. The ISD agrees to provide after-school programs to students and parents in accordance with its site description(s). The ISD agrees to provide facilities and personnel necessary to operate the after-school program to students, parents, and community members as stated in its site description(s). The ISD will provide the after-school program at the school sites specified in Exhibit C. The ISD agrees that the services/activities for each after-school program will adhere to those in the most recent grant proposal for the Texas ACE Program submitted by HCDE to the Texas Education Agency.

C. The ISD further agrees that it will comply with all terms and conditions of the Texas Education Agency grant awarded to HCDE under the Nita M. Lowey 21st Century Community Learning Centers Program (Texas ACE), including the applicable parts of the Education Department General Administrative Regulations (EDGAR) that govern the award and administration of this grant. Those regulations include, but are not limited to, regulations pertaining to reporting, regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Contract, and regulations pertaining to copyrights and rights in data. The ISD certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances hereto and incorporated herein. The ISD further agrees to abide by all of the guidelines developed by HCDE in furtherance of this Contract.

D. The ISD agrees not to make any expenditure in excess of the budget submitted with the ISD's site description.

E. For each Center, the ISD agrees to provide Center programs, facilities, and personnel necessary to operate the Center to students, parents and community members in accordance with its site description. The ISD will provide the Center(s) at the school sites specified in Exhibit C. The ISD agrees that the services/activities for each Center will adhere to those in the grant proposal for the Texas ACE Program submitted by HCDE to the Texas Education Agency.

F. The ISD agrees to receive HCDE's approval at least four weeks prior to making changes to the Center's description(s), including changes to the number or types of services provided; names of contractors or collaborators delivering services; hours of the program(s); the number and ages of children and adults served; dates of holidays; field trips; employee out- of-state travel or any other changes to the site description(s).

G. HCDE agrees to provide a CASE for Kids Registration form for use in program enrollment. The ISD agrees to use the provided form as it currently exists or may be revised by HCDE/CASE in the future. The ISD further agrees to affirm enrollment of students and provision of services by ensuring that a completed CASE for Kids registration form is authorized for each child enrolled in the program by the child's parent/guardian.

H. The ISD agrees to maintain necessary records and accounts in order to assure that payments received from HCDE have been expended for the Center(s). The ISD agrees to provide these records and other information as required by HCDE. The ISD agrees to retain all required records for three years after HCDE makes final payments to ISDs and all other pending matters are closed. The ISD will submit to HCDE verification of employment status for employees, receipts and invoices for supplies, and copies of contracts for contracted services purchased.

I. The ISD shall furnish operating reports to designated HCDE representatives on a monthly basis. Such reports may include, but not be limited to: financial reports; eligibility documents; complaints made by students, parents, employees, and other persons; and investigative reports of any kind involving the Center(s), Center programs, or its participants. Any reports or evaluations incidental to this Contract shall be performed only with the prior approval of HCDE. No reports or evaluations shall be released to third parties without the prior written approval of HCDE, unless release is required under the Public Information Act. This reporting will form a part of the regular monthly reporting documentation to HCDE and continue for as long as the ISD receives payments from HCDE under this Contract.

J. The ISD acknowledges and agrees that it is solely responsible for all costs, wages, expenses, and fees associated with or arising from the operation of the Center(s).

K. The ISD agrees to maintain documentation of all equipment, materials and supplies purchased with grant funds; update the CASE for Kids inventory form as need based on purchases received, used or based on conditional change (new, good, fair or poor). The ISD further agrees to The Education Department General Administrative Regulations (EDGAR) 80.32(e) and 80.33(b) that disposition be requested for all equipment and unused supplies acquired under a grant.

L. The ISD agrees to cooperate with the evaluation of the Center(s) by designating internal staff to work with the CASE for Kids' external evaluator to implement and monitor the evaluation process, including the ISD's progress in meeting the performance objectives established by the Texas Education Agency for the Nita M. Lowey 21st Century Community Learning Centers, the effect of the Center(s) on participants, and the effectiveness of the Center(s) in meeting the performance objectives established by the Texas Education Agency. The ISD agrees to provide such records as STAAR scores, TAKS scores, grades, Stanford Achievement scores, conduct scores, end of course scores, disciplinary reports, and attendance records for students in the Center programs to HCDE in accordance with the reporting due dates established by TEA. The ISD hereby designates HCDE as a school official with a legitimate educational interest in any student education records provided to HCDE for purposes of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g.

M. The ISD agrees to allow HCDE, the Texas Education Agency, the State of Texas Comptroller, or any of their duly authorized representatives to any books, documents, papers, and records relating to the services provided under this Contract for the purpose of making audits, examinations, evaluations, excerpts, and transcriptions.

N. The ISD may use the payments from HCDE to create new program(s) or enhance existing program(s), but the payments from HCDE should not replace funding for an existing program(s). In the event that payments from HCDE will be used to expand already existing program(s), the ISD will provide HCDE with detailed documentation of the program(s) including a list of students and adults currently enrolled, attendance since the beginning of the school year (or past six months), and a schedule of activities offered by the program(s) since the beginning of the year. The ISD will also report all sources of funding for the program(s) and the total cost of the program(s) to HCDE.

O. The ISD agrees to obtain and assess criminal history record information for each employee or volunteer used in the Center(s) in accordance with applicable law and to use only those persons fit to work with students as determined by applicable law and ISD and HCDE policies.

P. ISD agrees that it will comply with the assurances, certifications, and disclosures provided by Texas Education Agency, including the "General Provisions & Assurances," "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," "Lobbying Certification", "Disclosures of Lobbying Activities", "Every Student Succeeds Act (ESSA) Provisions and Assurances" and "Program-Specific Provisions & Assurances", which are attached hereto as Exhibit D and incorporated by reference into this Contract.

Q. The ISD further agrees that it will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protections Agency regulations (40 CFR part 15), and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

R. The ISD agrees that the certifications and agreements included in the HCDE Vendor Certification Forms, attached hereto and incorporated by reference in the agreement for all purposes, is true and correct.

S. The ISD agrees to provide the after-school program to at least the number of students and parents indicated on Exhibit C attached to the Contract. The ISD further agrees that if any time after 2/20/2025, the HCDE CASE for Kids Director determines that there is less than 60% of the agreed upon students and/or parents in the afterschool program (the numbers on Exhibit C), HCDE may withhold and reserve up to one-third of the budget (Exhibit B of the Contract) that it would have otherwise paid to the ISD and use those funds, in HCDE's sole discretion, to try to increase student and/or parent participation. The ISD agrees and understands that this will result in receipt by the ISD of up to one-third less funds than the ISD would have received under the Contract as specified in Exhibit B. Upon 2/20/2025, if less than 50% of the budget is not allocated for program expenditures, HCDE reserves the right to reduce the ISD's operating budget for the spring term and in subsequent grant years, as applicable.

IV. COMPENSATION AND FUNDING

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

- $90,000.00 for providing the Center in accordance with Section III and this Contract at Alief Middle School and Killough Middle School.

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 2/20/2025, 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. PIGGYBACKING ON HCDE-PROCURED CONTRACTS

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 ISD may, in its discretion, enter into separate and independent contracts with CASE Afterschool and Summer Direct 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 for Kids for Youth Services for Afterschool and Summer, 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 ISD 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 delivered, 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 of one of HCDE's contracts with Direct Service Providers.

VI. RELATIONSHIP

It is understood and agreed that the ISD is an independent contractor. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between HCDE and any employee or agent of the ISD. The Contract does not create a joint venture or business partnership under Texas law.

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

VII. TERMINATION

This Contract may be terminated by either party without cause with thirty (30) days advance written notice. HCDE may by written notice at any time terminate this Contract if the ISD fails to comply with a provision of this Contract. HCDE may also terminate this Contract as provided in Section IV.

VIII. AUTHORIZATION

Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.

IX. NOTICE

Any notice provided under the terms of this Contract by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attention: James Colbert Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022

Alief Independent School District
Attention: Dr. Anthony Mays
Superintendent
4250 Cook Rd.
Houston, Texas 77072

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.

X. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Texas.

XI. VENUE

The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas.

XII. ENTIRE AGREEMENT

This Contract, Exhibit B, Exhibit C and Exhibit D represents the entire and exclusive agreement between the parties thereto and replaces in their entirety any previous agreements, written or oral.

XIII. AMENDMENT

This Contract may be amended only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this Contract.

XIV. ASSIGNMENT

Neither this Contract nor any duties or obligations under it shall be assignable by the ISD without the prior written acknowledgment and authorization of HCDE.

XV. SEVERABILITY

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XVI. BENEFIT FOR SIGNATORY PARTIES ONLY

Neither this Contract, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

XVII. IMMUNITIES

Nothing in this Contract waives or alters any immunities provided either of the parties, their employees, officers, or agents, under Texas or federal law.

Executed this_18th_ day of _February_ the Year 2025.

By:

James Colbert, Jr. County School Superintendent Harris County Department of Education	Dr. Anthony Mays Superintendent Alief Independent School District

EXHIBIT B

Alief ISD: Alief Middle School	
CASE for Kids 21st Century/Texas ACE Cycle 11, Year 4 Budget	
Quality Assurance Liaison	**$ 10,000**
Personnel -- 6100	
Site Coordinator	
School Year Certified Teachers	$ 24,900
Summer Certified Teachers	$ -
School Year Para-professionals	$ 6,225
Summer Para-professionals	
Payroll	**$ 31,125**
Site Coordinator Fringe Benefits	
Staff Fringe Benefits	$ 3,875
Fringe Benefits	**$ 3,875**
Total Payroll Costs 6100	**$ 35,000**
Professional & Contractual Services -- 6200	
Topic: Academic Assistance	
Topic: Enrichment	
Topic: Professional Development	
Topic: Family & Parental Engagement	
Total Professional & Contractual Services 6200	
Materials & Supplies -- 6300	
Site Coordinator Office Supplies	
Family Engagment Supplies	
Program Consumable Supplies	
Program Technology	
Program Literacy Materials	
Total Materials & Supplies 6300	**$ -**
Other Operating Costs -- 6400	
Fieldtrip Transportation	
Fieldtrip Admission	
Snacks for Family Engagement	
In-state Conference **(OSTICON)**	
Facility Cost	
Out-of-state Conference	
Total Other Operating Costs 6400	**$ -**
Total:	**$ 45,000**

EXHIBIT B

Alief ISD: Killough Middle School CASE for Kids 21st Century/Texas ACE Cycle 11, Year 4 Budget	
Quality Assurance Liaison	**$ 10,000**
Personnel -- 6100	
Site Coordinator	
School Year Certified Teachers	$ 24,900
Summer Certified Teachers	
School Year Para-professionals	$ 6,225
Summer Para-professionals	
Payroll	**$ 31,125**
Site Coordinator Fringe Benefits	
Staff Fringe Benefits	$ 3,875
Fringe Benefits	**$ 3,875**
Total Payroll Costs 6100	**$ 35,000**
Professional & Contractual Services -- 6200	
Topic: Academic Assistance	
Topic: Enrichment	
Topic: Professional Development	
Topic: Family & Parental Engagement	
Total Professional & Contractual Services 6200	
Materials & Supplies -- 6300	
Site Coordinator Office Supplies	
Family Engagment Supplies	
Program Consumable Supplies	
Program Technology	
Program Literacy Materials	
Total Materials & Supplies 6300	**$ -**
Other Operating Costs -- 6400	
Fieldtrip Transportation	
Fieldtrip Admission	
Snacks for Family Engagement	
In-state Conference **(OSTICON)**	
Facility Cost	
Out-of-state Conference	
Total Other Operating Costs 6400	**$ -**
Total:	**$ 45,000**

Exhibit C

Nita M. Lowey 21st CCLC Cycle 11 Year 4 Texas ACE Center Operations Schedule	Program Year 2024-2025

Center information should be entered in the same order as included in the approved application.

Center 9	9 Digit campus ID #	Name of Center/Feeder School, Physical Address, City, ZIP	*Grade Levels Served*	"Regular" Student Target	Parent/Legal Guardian Target
Center	101903041	Alief Middle School 4415 Cook Rd, Houston TX 77072	6-8	110	40
Feeder					
Feeder					

Program Operations	Start Date (MM/DD/YY):	End Date (MM/DD/YY):	Total Weeks
Fall Term	8/19/2024	12/19/2024	17
Spring Term	12/20/2024	5/23/2025	19
Summer Term	6/9/2025	7/17/2025	6
Total number of weeks: (must meet or exceed original Year 1 weeks)			42

Center Schedule

Day of the Week	Fall Term				Spring Term				Summer Term			
	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End
Monday	7:15	8:15	4:00	6:00	7:15	8:15	4:00	6:00	8:30			3:30
Tuesday	7:15	8:15	4:00	6:00	7:15	8:15	4:00	6:00	8:30			3:30
Wednesday	7:15	8:15	4:00	6:00	7:15	8:15	4:00	6:00	8:30			3:30
Thursday	7:15	8:15	4:00	6:00	7:15	8:15	4:00	6:00	8:30			3:30
Friday	7:15	8:15	4:00	6:00	7:15	8:15	4:00	6:00				
Total Hours Per Week:	15				15				24			

Adjunct Sites, If applicable (site name and full address)	

Exhibit C

Nita M. Lowey 21st CCLC Cycle 11 Year 4 Texas ACE Center Operations Schedule	Program Year 2024-2025

Center information should be entered in the same order as included in the approved application.

Center 9	9 Digit campus ID #	Name of Center/Feeder School, Physical Address, City, ZIP	*Grade Levels Served*	"Regular" Student Target	Parent/Legal Guardian Target
Center	101903043	Killough Middle School 7600 Synott Rd. Houston TX 77083	7-8	110	40
Feeder					
Feeder					

Program Operations	Start Date (MM/DD/YY):	End Date (MM/DD/YY):	Total Weeks
Fall Term	8/19/2024	12/19/2024	17
Spring Term	12/20/2024	5/23/2025	19
Summer Term	6/9/2025	7/17/2025	6
Total number of weeks: (must meet or exceed original Year 1 weeks)			42

Center Schedule

Day of the Week	Fall Term				Spring Term				Summer Term			
	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End
Monday	7:15	8:15	4:00	6:00	7:15	8:15	4:00	6:00	8:30			3:30
Tuesday	7:15	8:15	4:00	6:00	7:15	8:15	4:00	6:00	8:30			3:30
Wednesday	7:15	8:15	4:00	6:00	7:15	8:15	4:00	6:00	8:30			3:30
Thursday	7:15	8:15	4:00	6:00	7:15	8:15	4:00	6:00	8:30			3:30
Friday	7:15	8:15	4:00	6:00	7:15	8:15	4:00	6:00				
Total Hours Per Week:	15				15				24			

Adjunct Sites, If applicable (site name and full address)	

Statement of provisions and assurances for the program(s) in this Application:

A. **Terms defined:** As used in these Provisions and Assurances,

1. *Subaward:* An award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A Subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (2 CFR 200.92)
2. *Agency* or *TEA:* The Texas Education Agency
3. *Subrecipient:* A non-Federal entity that receives a Subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding Agency (2 CFR 200.93)
4. *Program Manager:* The person representing the Agency or the Subrecipient, as indicated by the Subaward, for the purposes of administering the Subaward Project
5. *Subaward Project:* The purpose intended to be achieved through the Subaward of which these provisions and assurances are a part
6. *Applicant:* The same as Subrecipient
7. *SAS:* The Standard Application System of which the Application document is a part
8. *Application:* The entire package submitted by the Applicant, including the required schedules contained in the Application.
9. *Amendment:* An Application that is revised in budget categories and/or in program activities. The original Application and any previous Amendments are incorporated by reference.
10. *Works:* All tangible or intangible material, products, ideas, documents, or Works of authorship prepared or created by the Subrecipient for or on behalf of TEA at any time after the beginning date of the Subaward (Works includes but is not limited to computer software, data, information, images, illustrations, designs, graphics, drawings, educational materials, assessment forms, testing materials, logos, trademarks, patentable materials, etc.)
11. *Intellectual Property Rights:* The worldwide intangible legal rights or interests evidenced by or embodied in: (a) any idea, design, concept, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (b) any work of authorship, including any copyrights, moral rights, or neighboring rights; (c) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (d) domain name registrations; and (e) any other similar rights. The Intellectual Property Rights of a party include all worldwide intangible legal rights or interests that the party may have acquired by assignment or license with the right to Grant sublicenses.
12. *Grant:* The same as Subaward
13. *Grantee:* The same as Subrecipient
14. *Grantor:* The same as Agency
15. *DCC:* The Document Control Center of the Agency
16. *Capital Assets:* Tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with Generally Accepted Accounting Principles (GAAP). Capital Assets include: (a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or

through capital leases; and (b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to Capital Assets that materially increase their value or useful life (not ordinary repairs and maintenance).(2 CFR 200.12). If the Subrecipient purchases Capital Assets (furniture and/or equipment) with Subaward funds to accomplish the objective(s) of the project, title will remain with the Subrecipient for the period of the Subaward. The Agency reserves the right to transfer Capital Assets for Subrecipient noncompliance during the Subaward period or as needed after the ending date of the Subaward. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in the Subrecipient's accounting record.

17. *Capital Expenditures:* Expenditures to acquire Capital Assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to Capital Assets that materially increase their value or useful life. (2 CFR 200.13)
18. *Protected Personally Identifiable Information (PII):* An individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth,mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed (2 CFR 200.82)

B. **Contingency:** The agreement represented by this Subaward is executed by the Agency subject to the availability of funds appropriated by legislative act for the purposes stated. All Amendments and/or extensions or subsequent Subaward agreements entered into for the same or continued purposes are executed contingent upon the availability of appropriated funds. Notwithstanding any other provision in this Subaward agreement or any other document, this Subaward agreement is void upon appropriated funds becoming unavailable. In addition, this Subaward agreement may be terminated by the Agency at any time for any reason upon notice to the Subrecipient. Expenditures and/or activities for which the Subrecipient may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Agency. This Subaward agreement may be extended or otherwise amended only by formal written Amendment properly executed by both the Agency and the Subrecipient. No other agreement, written or oral, purporting to alter or amend this Subaward shall be valid.

C. **Subrecipient's Application:** Furnished to the Agency in response to a request for Application, is incorporated in this Subaward by reference for all necessary purposes. It is specifically provided; however, that the provisions of this Subaward shall prevail in all cases of conflict arising from the terms of the Subrecipient's Application whether such Application is a written part of this Subaward or is attached as a separate document.

D. **Requirements, Terms, Conditions, and Assurances:** Stated in the Request for Application, in response to which the Applicant is submitting this Application, and are incorporated herein by reference for all purposes. The instructions to the Standard Application System, as well as the General and Fiscal Guidelines and Program Guidelines, are incorporated herein by reference.

E. **Signature Authority; Final Expression; Superseding Document:** The Applicant certifies that the person signing or certifying and submitting this Application has been properly delegated this authority. The Subaward represents the final and complete expression of the terms of agreement between the parties. The Subaward supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises, or warranties that differ from the Subaward shall have no force or effect. The Subaward may be modified, amended, or extended only by formal written Amendment properly executed by both TEA and the Subrecipient.

F. **State of Texas Laws:** In the conduct of the Subaward Project, the Subrecipient shall be subject to Texas State Board of Education and Commissioner rules pertaining to this Subaward and the Subaward Project

and to the laws of the State of Texas governing this Subaward and the Subaward Project. This Subaward constitutes the entire agreement between the Agency and the Subrecipient for the accomplishment of the Subaward Project. This Subaward shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this Subaward.

G. **Monitoring:** Desk reviews, on-site monitoring reviews, arranging for agreed-upon-procedures engagements, and training and technical assistance on program-related matters may be conducted by the Agency to determine compliance with the approved Application and the applicable statute(s), law(s), regulations, and guidelines.
TEA conducts federal fiscal Grant Subrecipient monitoring and compliance reviews, and implements related remedies for noncompliance, in accordance with its established policies and procedures. These policies and procedures incorporate best practices and standards that may be similar to common auditing standards, but the Agency does not apply a specific set of external standards, such as the US Government Accountability Office's Generally Accepted Government Auditing Standards (Yellow Book), nor is it required to do so.

H. **Specific Conditions:** If TEA identifies, in its sole determination, a grantee as posing a level of risk identified by the agency's risk criteria, the grantee has a history of failure to comply with the terms and conditions of the grant award, the grantee fails to meet performance goals, or is not otherwise responsible then TEA may impose additional specific award conditions on any grant award. (2 CFR 200.207).
Specific conditions may include 1) requiring payments as reimbursements rather than advance payments, 2) withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period, 3) requiring additional, more detailed, financial reports, 4) requiring additional project monitoring, 5) requiring technical or management assistance, or 6) establishing additional prior approvals.
TEA may, in appropriate circumstances, designate the specific conditions established under 2 CFR 200.207 as "high-risk conditions" and designate a non-federal entity subject to specific conditions established under 200.207 as a high-risk Grantee. (2 CFR 3474.10)

I. **Notification of Specific Conditions:** Upon placing a specific condition or high-risk Grantee identification, TEA must notify the Grantee of 1) the nature of the additional requirements, 2) the reason for the additional requirements, 3) the action needed to remove the additional requirement, if applicable, 4) the timeline for completing the additional requirements, and 5) the method for requesting reconsideration of the additional requirements being imposed. Any specific conditions must be promptly removed once the deficiency has been corrected. (2 CFR 200.207)

J. **Remedies for Noncompliance:** If TEA determines that noncompliance cannot be corrected by imposing the specific conditions, TEA may take one or more of the following remedies for noncompliance actions, as appropriate in the circumstances. 1) temporarily withhold cash payments pending correction of the deficiency, 2) disallow all or part of an activity or action not in compliance, 3) wholly or partly suspend or terminate the grant award, 4) initiate suspension or disbarment proceedings under 2 CFR 180, 5) withhold further grant awards for the project, or 6) take other remedies that may be legally available. (2 CFR 200.338)

K. **Notification of Remedies for Noncompliance and Opportunity for Hearing:** Upon taking any remedy for non- compliance, TEA must provide the Subrecipient an opportunity to object and provide information and documentation challenging the suspension or termination action. (2 CFR 200.341)

L. **Subaward Cancellation, etc.:** If this Subaward is canceled, terminated, or suspended by the Agency prior to its expiration date, the reasonable monetary value of services properly performed by the Subrecipient pursuant to this Subaward prior to such cancellation, termination, or suspension shall be determined by the Agency and paid to the Subrecipient as soon as reasonably possible.

M. **Indemnification:** The Subrecipient, to the extent permitted by law, shall hold the Agency harmless from

and shall indemnify the Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of the Subrecipient, its agents, employees, and subcontractors, done in the conduct of the Subaward Project.

N. **Encumbrances/Obligations and Liquidations:** All encumbrances/obligations shall occur on or between the beginning and ending dates of the Subaward unless pre-award costs are expressly permitted for the individual Grant program. In general, goods or services delivered near the end of the Grant period may be viewed by TEA as not necessary to accomplish the objectives of the current Grant program; however, TEA will evaluate such expenditures on a case-by-case basis. A TEA monitor or an auditor may disallow those expenditures if the Grantee is unable to (1) document the need for the expenditures, (2) demonstrate that program beneficiaries receive benefit from the late expenditures, or (3) negate the appearance of "stockpiling" supplies or equipment. The Subrecipient must receive the benefit and liquidate (record as an expenditure) all obligations incurred under the Subaward no later than the revised final expenditure report due date. An encumbrance cannot be considered an expenditure or accounts payable until the goods have been received and the services have been rendered. Obligations that are liquidated and recognized as expenditures must meet the allowable cost principles in 2 CFR Part 200 of EDGAR (as applicable) and program rules, regulations, and guidelines contained elsewhere. This provision applies to all Grant programs, including state and federal, discretionary and formula.

O. **Financial Management and Accounting:** The Subrecipient assures it will maintain a financial management system that provides for the following: (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal Agency, and name of the pass-through entity, if any. (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 CFR 200.327 Financial reporting and 200.328 Monitoring and reporting program performance. If a Federal awarding Agency requires reporting on an accrual basis from a recipient that maintains its records on other than an accrual basis, the recipient must not be required to establish an accrual accounting system. This recipient may develop accrual data for its reports on the basis of an analysis of the documentation on hand. Similarly, a pass-through entity must not require a Subrecipient to establish an accrual accounting system and must allow the Subrecipient to develop accrual data for its reports on the basis of an analysis of the documentation on hand. (3) Records that identify adequately the source and Application of funds for federally- funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. (4) Effective control over, and accountability for, all funds, property, and other assets. The non- Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. See 2 CFR §200.303 Internal controls. (5) Comparison of expenditures with budget amounts for each Federal award. (6) Written procedures to implement the requirements of 2 CFR 200.305 Payment. (7) Written procedures for determining the allowability of costs in accordance with Subpart E—Cost Principles of this part and the terms and conditions of the Federal award. (2 CFR 200.302(b)(7)).
Public school districts, open-enrollment charter schools, and regional education service centers in Texas must comply with the accounting requirements in the Financial Accounting and Reporting (FAR) module of the *Financial Accountability System Resource Guide*, Texas Education Agency.

P. **Expenditure Reports:** The Subrecipient shall submit expenditure reports in the time and manner requested by the Agency and in accordance with the critical events calendar for the Grant accessible from the TEA Grant Opportunities page which is incorporated by reference.

Q. **Refunds Due to TEA:** If the Agency, or Subrecipient, determines that the Agency is due a refund of money paid to the Subrecipient pursuant to this Subaward, the Subrecipient shall pay the money due to the Agency within 30 days of the Subrecipient's receipt of written notice that such money is due to the

Agency. If the Subrecipient fails to make timely payment, the Agency may obtain such money from the Subrecipient by any means permitted by law, including but not limited to offset, counterclaim, cancellation, termination, suspension, total withholding, and/or disapproval of all or any subsequent Applications for said funds.

R. **Records Retention:** Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of five years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding Agency or pass-through entity in the case of a Subrecipient (GEPA 81.31(c)).
The Subrecipient understands that acceptance of funds under this Subaward acts as acceptance of the authority of the State Auditor's office, or any successor Agency, to conduct an audit or investigation in connection with those funds. The Subrecipient further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Subrecipient and the requirements to cooperate is included in any subcontract it awards.

S. **Time and Effort Recordkeeping:** For those personnel whose salaries are prorated between or among different funding sources or used as matching/cost sharing to a federal Grant, time and effort records will be maintained by Applicant that will confirm the services provided within each funding source. Applicant must adjust payroll records and expenditures based on this documentation. This requirement applies to all projects, regardless of funding source, unless otherwise specified. For federally funded projects, time and effort records must be in accordance with the requirements in 2 CFR 200.430(i) of EDGAR, as applicable.

T. **Forms, Assurances, and Reports:** The Subrecipient shall in a timely manner make and file with the proper authorities all forms, assurances, and reports required by federal laws and regulations. The Agency shall be responsible for reporting to the proper authorities any failure by the Subrecipient to comply with the foregoing laws and regulations coming to the Agency's attention, and may deny payment or recover payments made by the Agency to the Subrecipient in the event of the Subrecipient's failure to comply.

U. **Intellectual Property Ownership:** The Subrecipient agrees that all Works are, upon creation, Works made for hire and the sole property of TEA. If the Works are, under applicable law, not considered Works made for hire, the Subrecipient hereby assigns to TEA all worldwide ownership of all rights, including the Intellectual Property Rights, in the Works, without the necessity of any further consideration, and TEA can obtain and hold in its own name all such rights to the Works. The Subrecipient agrees to maintain written agreements with all officers, directors, employees, agents, representatives, and subcontractors engaged by the Subrecipient for the Subaward Project, Granting the Subrecipient rights sufficient to support the performance and Grant of rights to TEA by the Subrecipient. Copies of such agreements shall be provided to TEA promptly upon request.
The Subrecipient warrants that (i) it has the authority to Grant the rights herein Granted; (ii) it has not assigned or transferred any right, title, or interest to the Works or Intellectual Property Rights that would conflict with its obligations under the Subaward, and the Subrecipient will not enter into any such agreements; and (iii) the Works will be original and will not infringe any Intellectual Property Rights of any other person or entity. These warranties will survive the termination of the Subaward. If any preexisting rights are embodied in the Works, the Subrecipient Grants to TEA the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative Works based upon such preexisting rights and any derivative Works thereof; and (ii) authorize others to do any or all of the foregoing. The Subrecipient agrees to notify TEA on delivery of the Works if they include any such preexisting rights. On request, the Subrecipient will provide TEA with documentation indicating a third party's written approval for the Subrecipient to use any preexisting rights

that may be embodied or reflected in the Works.

For School Districts, ESCs, Nonprofit, and For Profit Organizations: The foregoing Intellectual Property Ownership provisions apply to any school districts, ESCs, nonprofit organizations, and their employees, agents, representatives, consultants, and subcontractors. If a school district, ESC, or nonprofit organization or any of its subcontractor(s) wish to obtain a license agreement to use, advertise, offer for sale, sell, distribute, publicly display, publicly perform or reproduce the Works, or make derivative Works from the Works, then express written permission must first be obtained from the TEA Copyright Office.

For Colleges and Universities: The foregoing Intellectual Property Ownership provisions apply to any colleges and universities and their employees, agents, representatives, consultants, and subcontractors; provided, that for all Works and derivative Works created or conceived by colleges or universities under the Subaward, they are Granted a non-exclusive, non-transferable, royalty-free license to use the Works for their own academic and educational purposes only. The license for academic and educational purposes specifically excludes advertising, offering for sale, selling, distributing, publicly displaying, publicly performing, or reproducing the Works, or making derivative Works from the Works that are created or conceived under this Subaward; and colleges and universities and their employees, agents, representatives, consultants, and subcontractors are prohibited from engaging in these uses and activities with regard to the Works unless the prior express written permission of the TEA Copyright Office is obtained.

V. **Unfair Business Practices:** By signing this Subaward, the Subrecipient, if other than a state Agency, certifies that the Subrecipient, within the preceding 12 months, has not been found guilty, in a judicial or state Agency administrative proceeding, of unfair business practices. The Subrecipient, if other than a state Agency, also certifies that no officer of its company has, within the preceding 12 months, served as an officer in another company which has been found, in a judicial or state Agency administrative proceeding, to be guilty of unfair business practices.
The Subrecipient, whether a state Agency or not a state Agency, certifies that no funds provided under this Subaward shall be used to purchase supplies, equipment, or services from any companies found to be guilty of unfair business practices within 12 months from the determination of guilt.

W. **Subcontracting:** The Subrecipient shall not assign or subcontract any of its rights or responsibilities underthis Subaward, except as may be otherwise provided for in this Application, without prior formal written approval Granted as an Amendment to this Subaward properly executed by both the Agency and the Subrecipient.

X. **Use of Consultants:** Notwithstanding any other provision of this Application, Applicant shall not use or pay any consultant in the conduct of this Application if the services to be rendered by any such consultant can be provided by Applicant's employees.

Y. **Disposition of Equipment and Supplies:** If Capital Expenditures are used to purchase Capital Assets, the Subrecipient must request disposition instructions from the Agencybefore disposing of the equipment and/or supplies. Disposition will be made in accordance with 2 CFR 200.313 and 200.314 as applicable.

Z. **Agency Property (Terms):** In the event of loss, damage, or destruction of any property owned by or loaned by the Agency while in the custody or control of the Subrecipient, its employees, agents, consultants, or subcontractors, the Subrecipient shall indemnify the Agency and pay to the Agency the full value of or the full cost of repair or replacement of such property, whichever is the greater, within 30 days of the Subrecipient's receipt of written notice of the Agency's determination of the amount due. This provision applies whether the property is developed or purchased by the Subrecipient pursuant to this Subaward or is provided by the Agency to the Subrecipient for use in the Subaward Project. If the Subrecipient fails to make timely payment, the Agency may obtain such money from the Subrecipient by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to the Subrecipient by the Agency.

AA. **Travel Costs:** Amounts authorized for maximum recovery for travel costs against any state or federal funding source are restricted to those amounts which are approved in the State of Texas appropriations bill in effect for the particular obligation. Any amount over this limit must come from local funding sources. Applicant must recover funds at a lesser rate if local policy amounts are less than the maximum allowed by the state. Out-of-state travel may not exceed the federal government rate for the locale. Reimbursement of travel costs is based on actual expenses. Travel allowances are unallowable.

BB. **Funds for Religious Worship, Instruction:** No funds will be used to pay for religious worship, instruction, or proselytization, or for any equipment or supplies for such, or for any construction, remodeling, repair, operation, or maintenance of any facility or part of a facility to be used for religious worship, instruction, or proselytization (34 CFR 76.532)

CC. **Disclosure of Gifts and Campaign Contributions:** The Grantee shall file disclosures of gifts and campaign contributions as required by State Board of Education Operating Rule 4.3, which is incorporated as if set out in full. The Grantee has a continuing obligation to make disclosures through the term of the Subaward. Failure to comply with State Board of Education Operating Rule 4.3 is grounds for canceling the Subaward agreement.

DD. **Submission of Audit Reports to TEA:** Grantees agree to submit audit report(s) consistent with the requirements of 2 CFR Part 200, Subpart F of EDGAR, including the reporting package described in 200.512, to the Federal Audit Clearinghouse (FAC). Also by section 44.008 of the Texas Education Code (TEC), Grantees also agree to submit audit reports to TEA Financial Compliance Division in the time and manner requested by the Agency.

Grantees that expend $750,000 or more during the entity's fiscal year in Federal awards must have a single audit conducted in accordance with 200.501 Audit requirements, except when it elects to have a program-specific audit conducted in accordance with paragraph of that section. Grantees agree to submit a copy of such audits to TEA when the schedule of findings and questioned costs disclose audit findings relating to any federal awards provided by TEA. A copy of such audits shall also be submitted to TEA if the summary schedule of prior audit findings reported the status of any audit findings relating to any federal awards provided by TEA.

EE. **Federal Rules, Laws, and Regulations That Apply to All Federal Programs:** The Subrecipient shall be subject to and shall abide by all federal laws, rules, and regulations pertaining to the Subaward Project, including but not limited to:

1. **Americans With Disabilities Act,** Public Law (P.L.) 101-336, 42 United States Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64.
2. **Title VI of the Civil Rights Act of 1964,** as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100.
3. **Title IX of the Education Amendments of 1972**, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if the Subrecipient is an educational institution.
4. **Section 504 of the Rehabilitation Act of 1973,** as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Parts 104 and 105.
5. **Age Discrimination Act of 1975,** as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 CFR Part 110.
6. **Family Educational Rights and Privacy Act (FERPA) of 1975,** as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including **Privacy Rights of Parents and Students** (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).

7. Section 509 of H.R. 5233 as incorporated by reference in P.L. 99-500 and P.L. 99-591 **(prohibition against the use of federal Grant funds to influence legislation pending before Congress).**
8. **Pro-Children Act of 2001,** which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (ESSA, Title VIII, Part F, subpart 5). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (ESSA, Title VIII, Part F, subpart 5). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (ESSA, Title VIII, Part F, subpart 5).
9. **Fair Labor Standards Act (29 USC 207), Davis Bacon Act (40 USC 276[a]), and Contract Work Hours and Safety Standards Act (40 USC 327 et seq.),** as applicable, and their implementing regulations in 29 CFR 500-899; 29 CFR Parts 1, 3, 5, and 7; and 29 CFR Parts 5 and 1926, respectively.
10. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.
11. **Prohibition of Text Messaging and Emailing while Driving during Official Federal Grant Business:** Personnel funded from federal Grants and their subcontractors and Subgrantee are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official Grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal Grants funded by the US Department of Education).
12. **Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104[g]):** In accordance with 2 CFR 175, this award may unilaterally be terminated, without penalty, if Subrecipient or an employee of Subrecipient violates any of the applicable prohibitions of this award term through conduct that is either associated with performance under this award or imputed to Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR 85.630. Subrecipient and Subrecipient's employees may not i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; ii) Procure a commercial sex act during the period of time the award is in effect; or iii) Use forced labor in the performance of the award or Subaward under the award. Subrecipient must inform the proper authorities and Agency immediately of any information it receives from any source alleging a violation of the applicable prohibitions of this award term. In addition to all other remedies for noncompliance that are available to the Agency under this award, Subrecipient must include the requirements of this provision in any Subaward made to a private entity.

FF. **Federal Regulations Applicable to All Federal Programs:**

A complete description of the federal regulations that apply to federal education grant awards may be found on USDE's EDGAR website at http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html.

GG. **General Education Provisions Act (GEPA), As Amended, Applicable to All Federal Programs Funded or Administered through or by the US Department of Education:**

The general Application submitted by a local educational Agency shall set forth these assurances:

1. **Applicability:** That the local educational Agency will administer each program covered by the Application in accordance with all applicable statutes, regulations, program plans, and Applications (20 USC 1232(e));
2. **Public Agency Control:** That the control of funds provided to the local educational Agency under each program, and title to property acquired with those funds, will be in a public Agency and that a public Agency will administer those funds and property (20 USC 1232(e));
3. **Sound Accounting:** That the local educational Agency will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, Federal funds paid to that Agency under each program (20 USC 1232(e));
4. **Access to Records:** That the local educational Agency will make reports to TEA and to the Secretary of Education as may reasonably be necessary to enable TEA and the Secretary to perform their duties and that the local educational Agency will maintain such records, including the records required under 20 USC 1232(f), Education Records, and provide access to those records, as TEA or the Secretary deem necessary to perform their duties (20 USC 1232(e));
5. **Participation in Planning:** That the local educational Agency will provide reasonable opportunities for the participation by teachers, parents, and other interested agencies, organizations, and individuals in the planning for and operation of each program (20 USC 1232(e));
6. **Availability of Information:** That any Application, evaluation, periodic program plan or report relating to each program will be made readily available to parents and other members of the general public (20 USC 1232(e));
7. **Construction:** That in the case of any project involving construction -
   (A) the project is not inconsistent with overall State plans for the construction of school facilities, and
   (B) in developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary under section 794 of title 29 in order to ensure that facilities constructed with the use of Federal funds are accessible to and usable by individuals with disabilities (20 USC 1232 (e));
8. **Sharing Information:** That the local educational Agency has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects (20 USC 1232(e)); and
9. **Direct Financial Benefit:** That none of the funds expended under any applicable program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization (20 USC 1232(e)).
10. **Prohibition of Funds for Busing:** No funds appropriated for the purpose of carrying out any applicable program may be used for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to overcome racial imbalance in any school or school system, or for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to carry out a plan of racial desegregation of any school or school system, except for funds appropriated pursuant to title VIII of the Elementary and Secondary Education Act of 1965 [20 U.S.C. 7701 et seq.], but not including any portion of such funds as are attributable to children counted under section 8003(d) of such Act [20 U.S.C. 7703(d)] or residing on property described in section 8013(10) of such Act [20 U.S.C. 7713(10)] (20 USC 1228).

HH. **State Rules, Laws, and Regulations That Apply to All Programs Administered by TEA:**

The Grantee shall comply with all provisions of the Texas Education Code, Chapter 22, Subchapter C, Criminal History Records, which requires that personnel employed using Grant funds shall be subject to

the state's fingerprinting requirement. The Subrecipient provides assurance, with its signature on the Grant Application or by certifying and submitting the eGrants Application, that it will take all necessary and required steps to ensure that all its Subrecipients are in compliance with the fingerprinting requirement.

II. **Family Code Applicability:** With its signature on the Grant Application or by certifying and submitting the eGrants Application, the Subrecipient, if other than a state Agency, certifies that under Section 231.006, Family Code, that the Subrecipient is not ineligible to receive payment under this Subaward and acknowledges that this Subaward may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Subaward if the Subrecipient is found to be ineligible to receive payment. If the Subrecipient is found to be ineligible to receive payment and the Subaward is terminated, the Subrecipient is liable to TEA for attorney's fees; the costs necessary to complete the Subaward, includingthe cost of advertising and awarding a second Subaward; and any other damages or relief provided by law orequity.

JJ. **Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, appendices, General Provisions and Assurances, Program-Specific Provisions and Assurances, exhibits, attachments, or other documents, the TEA Subaward and its General Provisions and Assurances, Program- Specific Provisions and Assurances, appendices, Errata, and General and Fiscal Guidelines shall take precedence over all other documents that are a part of this Subaward.

KK. **Registered Lobbyists:** No state or federal funds transferred to a Subrecipient/Grantee may be used to hire a registered lobbyist.

LL. **Test Administration and Security:** This Subaward is executed by the Agency subject to assurance by the Subrecipient that it has at all times been and shall remain in full compliance with Title 19, Texas Administrative Code Chapter 101, and all requirements and procedures for maintaining test security specified in any test administration materials in the possession or control of the Subrecipient, or any school, campus, or program operated by the Subrecipient. Notwithstanding any other provision in this Subaward or any other document, this Subaward is void upon notice by the Agency, in its sole discretion, that the Subrecipient or any school, campus, or program operated by the Subrecipient has at any time committed a material violation of Title 19, Texas Administrative Code Chapter 101, or any requirement or procedure for maintaining test security specified in any test administration materials in the possession or control of the Subrecipient, or any school, campus, or program operated by the Subrecipient. Expenditures and/or activities for which the Subrecipient may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Agency.

MM. **Social Security Numbers:** Social security numbers will not be provided by TEA as a part of this agreement. TEA is not requiring or requesting school districts or other Grantees to provide social security numbers as a part of this agreement**.**

NN. **Student-Identifying Information:** The Subrecipient agrees that in executing tasks on behalf of TEA, the Subrecipient will not use any student-identifying information in any way that violates the provisions of FERPA and will destroy or return all student-identifying information in accordance with the terms in Section on Confidential Information, FERPA, and Information Security Requirements hereof.

OO. **Protected Personally Identifiable Information (Protected PII):** The Subrecipient agrees to take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding Agency or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

PP. **Authorized Officials for Grant Payments:** Subrecipient assures that the Grantee Manager and/or Grantee Official, or such person using the Grantee Manager or Grantee Official's credentials, has been authorized by the Subrecipient organization to enter the organization into legally binding agreements for grant payment purposes prior to the Grantee Manager or Grantee Official certifying and submitting expenditure payment

requests in the TEA Expenditure Reporting (ER) System.

QQ. **Electronic and Information Resources Accessibility Standards**: Any Electronic Information Resources (EIR) produced as part of this agreement must comply with the State of Texas Accessibility requirements as specified in 1 TAC 206, 1 TAC Chapter 213, Federal Section 508 standards, and the WCAG 2.0 AA Accessibility Guidelines. EIR includes webpages, website portals, electronic documents (all formats), multimedia (live and recorded video, audio, and interactive presentations), web applications, online forms, and mobile applications. Websites must have a third-party company evaluate the site for accessibility before accepted by TEA.

RR. **Load Testing**: The vendor must provide documentation to TEA the application has been load tested. The results in the documentation must meet or exceed the required demands. The vendor must provide a supported service level agreement of uptime per month. The vendor must provide expected recovery time objective (RTO) and recovery point objective (RPO) in the event of major outage.

Failed Load Testing

In its sole judgment, TEA may terminate the agreement for cause if the application fails to meet the criteria for success. In its sole determination, TEA may exercise any, or all, of the following remedies in lieu of termination of this Agreement:

1. The vendor shall be given the opportunity to extend the Load Testing period for up to thirty (30) calendar days to allow the vendor to diagnose and correct performance problems that may be caused by the application or the configuration of the application, or;
2. The vendor shall be given the opportunity to install additional hardware or platform components, at the vendor's sole expense, to meet the performance requirements specified, or;
3. The vendor shall be given up to thirty (30) days following the diagnosis of any problem related to the application to correct, at the vendor's sole expense, the defects in the application, or;
4. At TEA's sole option, TEA will exercise one, or any combination, of the
5. options described above. Should the application fail to successfully complete the Load Test, the application will be deemed to have failed Acceptance and TEA will be entitled to a full refund.

If the selected vendor fails to complete the due performance of the contract in accordance to the terms and conditions, TEA reserves the right either to cancel the contract or to accept performance already made by the selected vendor. In case of termination of contract TEA reserves the right to recover an amount fixed as Liquidated Damages for non-performance.

By signing and submitting the application, or certifying and submitting the eGrants application, the Applicant indicates acceptance of and compliance with all requirements described herein.

2: Statutory/Program Assurances

The following assurances apply to this grant program. In order to meet the requirements of the grant, the grantee must comply with these assurances.

- The applicant assures that the application does not contain any information that would be protected by the Family Educational Rights and Privacy Act (FERPA) from general release to the public.
- The applicant assures that any Electronic Information Resources (EIR) produced as part of this agreement will comply with the State of Texas Accessibility requirements as specified in 1 Texas Administrative Code (TAC) 206, 1 TAC Chapter 213, Federal Section 508 standards, and the Web Content Accessibility Guidelines (WCAG) 2.0 level AA.
- The applicant assures that program funds will supplement (increase the level of service), and not supplant (replace) state mandates, State Board of Education rules, and activities previously conducted with state or local funds. The applicant provides assurance that state or local funds may not be decreased or diverted for other purposes merely because of the availability of these funds. The applicant provides assurance that program services and activities to be funded from this grant will be supplementary to existing services and activities and will not be used for any services or activities required by state law, State Board of Education rules, or local policy.
- The applicant assures that they accept and will comply with Every Student Succeeds Act Provisions and Assurances requirements.
- The applicant assures that the required proof of nonprofit status will be submitted with the grant application as described in the General and Fiscal Guidelines, Fiscal-Related Documentation Required to Be on File section.
- The applicant assures to adhere to all Performance Measures, as noted in the 2024-2025 Nita M. Lowey 21st Century Community Learning Centers, Cycle 11, Year 4, Program Guidelines, and shall provide TEA, upon request, any performance data necessary to assess the success of the program.
- The applicant assures to adhere to all Statutory Requirements and Texas Education Agency (TEA) Program Requirements as noted in the 2024-2025 Nita M. Lowey 21st Century Community Learning Centers, Cycle 11, Year 4 Program Guidelines.
- The applicant provides assurance to adhere to the agreed-upon plan in the original approved grant application and subsequent amendments as appropriate.
- The applicant provides assurance to strategically address the needs and gaps in community resources that drive improvements in academic and developmental outcomes at the center level.
- The applicant provides assurance to continue and plan partnerships that contribute to achieving stated objectives and sustaining the program over time.
- The applicant provides assurance to intentionally design program activities designed to increase performance on the stated statutory performance measures.
- The applicant provides assurance to implement best and evidence-based practices to provide educational and related activities that will complement and enhance academic performance, achievement, and positive youth development of the students.
- The applicant provides assurance to implement strategies that improve student academic achievement, campus academic achievement and overall student success.
- The applicant provides assurance to disseminate information about the learning center, including its location, to the community in a manner that is understandable and accessible.
- The applicant provides assurance to operate a system that allows students participating in the program to travel safely to and from the center and home.

2: Statutory/Program Assurances (Continued)

The following assurances apply to this grant program. In order to meet the requirements of the grant, the grantee must comply with these assurances.

- The applicant provides assurance to combine or coordinate with federal, state and local programs to make the most effective use of public resources.
- The applicant provides assurance to use volunteers in activities carried out through the learning center, if applicable.
- The applicant provides assurance to implement the plan for how the community learning center will continue after funding ends.
- The applicant provides assurance the program will take place in a safe facility that is properly equipped and accessible to participants and family members.
- The applicant provides assurance that the proposed program was developed, and will be carried out, in active collaboration with the schools that participating students attend, including through the sharing of relevant data among the schools, all participants of the eligible entity, and any partnership entities in compliance with applicable laws relating to privacy and confidentiality and in alignment with the challenging state academic standards and any local academic standards.
- The applicant provides assurance that the program will target students who primarily attend schools eligible for schoolwide programs under ESEA as amended by Section 1114, and the families of such students.
- The applicant provides assurance that they will adhere to the level of services in the approved application and in the agreed-upon center operation schedules and will provide those services to eligible students through this and all continuation and renewal grant periods, as applicable. Applicant acknowledges that proposed amendments that reduce the level of services to below the Year 1 awarded application will be approved only in extreme or unusual circumstances and that failure to adhere to service levels and student targets will result in reduced funding during the subsequent continuation grant period. Grant funds remaining unexpended at the end of the expenditure reporting period for the grant award will not be made available by TEA to supplement continuation grant awards.
- The applicant provides assurance that services will be provided at no cost to participants. Grantees are prohibited from collecting fees, including late pickup fees or any other fee.
- The applicant provides assurance that activities will always be supervised by qualified staff at adult to student ratios that meet or exceed TEC Chapter 25, Subchapter D requirements or other state required ratios as applicable. Lower ratios are encouraged.
- The applicant provides assurance that center-level activities will be a minimum of 45 consecutive minutes in length and planned for each hour that a center is operating. Activities will be intentionally designed to address student academic and developmental needs and student voice, aligned with state standards and developed using a planning tool such as the Texas ACE Activity/Unit and Lesson Plan Worksheet. Activities will reflect each of the following four components during each term: academic assistance, academic enrichment, family and parental support, and college and workforce readiness. College and workforce readiness activities are required only for grades 9-12 and are allowed for other grades as appropriate.
- The applicant provides assurance that services for students and families will begin no earlier than the grant start date of August 1, 2024 and no later than September 3, 2024, unless specifically approved by TEA.

2: Statutory/Program Assurances (Continued)

The following assurances apply to this grant program. In order to meet the requirements of the grant, the grantee must comply with these assurances.

- The applicant will adhere to a TEA-approved schedule that meets or exceeds program service requirements at each center and that provides a consistent and dependable schedule of weekly activities for all students enrolled. Time dedicated to program activities for adult family members will not count toward student programming. Failure to adhere to the agreed-upon operating schedule will result in reduced funding during subsequent continuation grant period prorated for the time missed against the center-level budget(s).

The applicant agrees to implement an approval operation calendar for each center. Specifically, each center schedule shall meet or exceed the following minimum operating schedule:

- A minimum of 34 weeks per year across all terms, including summer. TEA will count only the weeks in which a center offered the minimum number of hours-per-week toward the 34-week total. Make-up hours will be credited. The week runs from Sunday through Saturday.
- A minimum of five days per week for the fall and spring terms.
- A minimum of 15 hours per week (applicants should not propose to offer more than 20 hours of programming per week). Note: Transportation time that exceeds 30 minutes per-day shall not be counted towards minimum hours-per-week of programming.
- A minimum of five weeks and six hours per day, four days per week during the summer term. Continuous weeks are not required.
- Programs that operate for students that attend a campus that offers extended year scheduling can provide the required summer program during summer and intersession breaks.

- The applicant provides assurance that academic, academic enrichment, accelerated learning, and tutoring activities will align with the regular school day program and state standards. Enrichment activities will enhance the academic-related activities of the regular day and/or be aligned with a documented student or campus need.
- The applicant provides assurance that all activities will occur at an approved center or, on a limited and pre-approved basis, at an adjunct site or during an approved field trip. Activities at a non-approved location, such as a feeder school, are unallowable and will not be charged to the grant.
- The applicant provides assurance they will offer families of students served by the program opportunities for active and meaningful engagement in their children's education and opportunities for literacy and related educational development. Family activities will be designed to meet the identified needs of each center's families and students; the needs of working families will be specifically addressed. Activities will be ongoing and consistently available throughout each term. The number of family members served will be proportional to the targeted number of students.
- The applicant provides assurance that all required staff positions will regularly participate in training and other opportunities offered by the Texas ACE program. In addition, the grantee will regularly provide program-specific in-person training to center-level staff and will document the content and attendance of training events.
- The applicant provides assurance that it will regularly engage with a Steering Committee of stakeholders, new or existing, charged with providing continuous feedback and involvement to increase community awareness and program quality, evaluate program effectiveness, and inform operations and sustainability plans. Membership will be diverse and qualified to support efforts to increase quality and visibility of the program in the community.

2: Statutory/Program Assurances (Continued)

The following assurances apply to this grant program. In order to meet the requirements of the grant, the grantee must comply with these assurances.

- ☐ The applicant provides assurance that local grant programs will include the Texas ACE logo in all outreach and communication materials and the grantee will comply with Texas ACE branding guidelines.
- ☐ The applicant provides assurance to adhere to the Texas 21st Century Student Tracking (Tx21st) system data reporting requirements Grantee Profile, Funding, Contacts, Partner, Center Profiles, Center Contacts, Center Operations, Feeder Schools, Activities, and Schedule data will be entered in August and will be updated as changes in any of the data occur. Center Operations data will be updated at the beginning of each term. Data entered in the system must support the approved application and operating schedule.
  - ■ Participant and enrollment data will be entered in August or September, depending on the center schedule.
  - ■ Attendance data will be entered daily or weekly
  - ■ Exception reports and data corrections will be completed and reviewed by the project director.
  - ■ Grantee will coordinate with the school district to collect and enter school day attendance and grades data into Tx21st.
- ☐ The applicant provides assurance to participate in required state activities and submit required data for the state evaluation, compliance monitoring, continuous quality and capacity development, and technical assistance.
- ☐ The applicant provides assurance to comply with any program requirements written elsewhere in this Request for Application.

INTERLOCAL CONTRACT BETWEEN

HARRIS COUNTY DEPARTMENT OF EDUCATION

AND

ASSOCIATION FOR THE ADVANCEMENT OF MEXICAN AMERICANS (AAMA)

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract ("Contract") is entered into by and between Harris County Department of Education ("HCDE") and **Association for the Advancement Of Mexican Americans (AAMA)** ("CHARTER") for the purpose of providing Nita M. Lowey 21st Century Community Learning Centers/Texas ACE **Cycle 11 Year 4** ("afterschool program") at select site(s) within the CHARTER.

I. PURPOSE

The CHARTER agrees to provide quality after-school programs at the site(s) specified in Exhibit C within the CHARTER. The CHARTER agrees to meet the following performance objectives:

A. Participants will demonstrate educational and social benefits and exhibit positive behavioral changes.

1. By the first and subsequent years of the project, increase the number of students that participate in after-school programs

2. By the end of the project period, increase the overall academic performance of participating students in core skills, including reading, writing, mathematics, science and social studies as measured by formal and informal assessments of skills and abilities.

3. By the end of the project period, increase improvement of participating students' social and conflict resolution skills, as demonstrated by decreased disciplinary referrals in-school and out-of-school suspensions, and increased attendance at the participating schools.

4. Increase participation in the number, variety, and quality of afterschool activities in the CHARTER.

5. Parents of participating students will demonstrate increased involvement in their child's education as measured by the participation in program family activities, volunteerism at the school, and participation in a Texas ACE Advisory Council.

B. The CHARTER will offer a range of high-quality educational, developmental, and recreational service at each specified site ("Center").

1. Core educational services. The Center will offer homework help and academic clubs through Learning Labs to increase academic performance, high quality services in core academic areas, e.g. reading and literacy, mathematics, and science.

2. Enrichment and support activities. The Center will integrate social and emotional Learning (SEL) concepts and strategies in enrichment and support activities such as nutrition and health, art, music, technology, and recreation.

3. College and career readiness activities. The Center will provide college and career exploration and youth leadership opportunities such as Kids' Days career fairs, guest speakers from various fields, and workshops related to House Bill 5 secondary tracks and college application process.

4. Community involvement. The Center will establish and maintain partnerships within the community that continue to increase levels of community collaboration in planning, implementation, and sustaining programs.

5. Services to parents and other adult community members. The Center will offer services to parents and other adult community members and work with the CASE for Kids Site Coordinator and Family Engagement Specialist to implement required parent involvement programming.

6. Extended hours. Each Center will offer services at least 15 hours a week, for a minimum of 5 days per week for a minimum of 34 weeks. For the summer program each Center will offer services for a minimum of six hours per day, four days per week, for a minimum of five weeks. Continuous weeks are not required.

II. TERM

This Contract shall be for the period beginning 8/1/2024 and ending 7/31/2025. 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).

III. PROGRAM DESCRIPTION AND REQUIREMENTS

The CHARTER agrees to provide quality after-school programs as set out in the CHARTER's approved site description(s) and in accordance with the CHARTER's approved site description(s). A copy of the CHARTER's approved budget(s) and site description(s) are attached as Exhibit B and Exhibit C and are incorporated by reference into this Contract. The operations listed in the site description(s) are referred to collectively as the "Center Programs."

A. For the afterschool program(s), the CHARTER agrees to:

1. Begin services for students and families no later than September 3, 2024.

2. Operate a minimum 15 hours per week and communicate district closures with HCDE staff

3. Hire a Quality Assurance Liaison to support the HCDE Site Coordinator and 21st CCLC Texas ACE program.

4. Support the HCDE Site Coordinator with supervising activities ensuring an adult to student ratios of 1:15 or better.

5. Assist in the preparation of contracts, financial reports, requisitions, and inventory;

6. Serve as liaison between school staff, community members, and organizations in aligning Center programs with curriculum goals;

7. Organize a record keeping system to monitor Center goals, objectives, budgeting expenditures, and inventory;

8. Participate in ongoing evaluation and modification of the Centers which will measure the achievement of the performance objectives, including, but not limited to, student, parent and teacher surveys, as well as a mandatory campus administration walk-through of programming once per term documented by the completion of the CASE for Kids' Principal assessment tool;

9. Participate in formal and informal site visits throughout the program year to assess program quality and grant compliance;

10. Ensure the targeted total number of individual students participating in the program will attend no less than 45 days of the total scheduled Texas ACE activities;

11. Support efforts to be in compliance with requirements for time served:

a) <u>For Grades K-8</u>

Eligible students who attend 45+ days at 120 minutes per day during the year (fall, spring) or 240 minutes during the summer OR Eligible students who attend 12+ days at 240 minutes per day during the summer program.

b) <u>For Grades 9-12</u>

Eligible students who attend 45+ days or more during the entirety of the school year (fall, spring, and summer). Only days attended for 90 minutes or more are counted toward the total;

12. Increase college and career readiness through the participation in Kids' Day curricula and events or fieldtrips sponsored by HCDE and CASE for Kids;

13. Match grant funds to extend tutoring availability while providing additional teachers to serve students most in need.

14. Assist the HCDE Site Coordinator in the coordination of enrichment activities such as offsite learning experiences, speakers, and educational presentations;

15. Integrate social and emotional learning and positive behavioral systems in enrichment activities to improve behavioral outcomes; while offering a diverse menu of enrichment activities taught by teachers, paraprofessionals and or service providers;

16. Assist with coordinating and implementing all youth leadership activities and initiatives associated with Youth Ambassadors; including students attending local, regional or national conferences that would benefit youth leadership and the Texas ACE program;

17. Confer with prospective students and parents to promote family involvement in student learning during monthly parental activities and allow access to parents on campus to the CASE for Kids' Family Engagement Specialist who is charged with implementing parent involvement programming;

18. Ensure students meet at **least two** of the following recruitment requirements for student:

a) Are considered at-risk and economically disadvantaged students
b) Failed one or more classes at the end of the previous school year
c) Did not perform at the recommended level on the STAAR test (if applicable)
d) Were retained in prior grade levels
e) Recommended by teachers and/or counselors with documented behavioral referrals;

19. Serve as primary liaison with the transportation department in matters relating to students involved in the Center programs;

20. Support and maintain an advisory council that meets quarterly for each center comprised of parents, students, service providers, community-based organizations, and businesses;

21. Maintain active participation in the monthly CASE for Kids' Learning Communities, annual training series and all other training required by the Texas Education Agency;

22. Assist the Principal(s) and Center Coordinators in the selection and utilization of Center service providers as set out in the site description(s);

23. Assist Center Coordinators in coordinating the Center programs with that of the regular school's instructional programs;

24. Adhere to program cancellation make up day policies required by Texas Education Agency and CASE for Kids guidelines;

25. Align program activities to school day curriculum and TEKS objectives using the most updated version of the Texas ACE Activity and Lesson Plan Worksheets provided in the Texas ACE Blueprint;

26. Seek business and community financial support and other outside sources for funding to sustain the project beyond the grant period;

27. Ensure compliance with grant term closeout procedures as outlined in the CASE for Kids Close-out Procedures Manual and Texas ACE Prime Blueprint operations manual; retain and maintain documentation of all equipment, materials and supplies purchased with grant funds; and financial documentation, including expenditure reports, invoices, general ledgers

28. Maintain adherence to the Texas ACE Prime Blueprint guidelines set forth by the Texas Education Agency, CASE for Kids guidelines and district polices;

29. Provide a minimum of 20% of leveraging funds, including in-kind, to further support the Texas ACE Cycle 11 program.

B. The CHARTER agrees to provide after-school programs to students and parents in accordance with its site description(s). The CHARTER agrees to provide facilities and personnel necessary to operate the after-school program to students, parents, and community members as stated in its site description(s). The CHARTER will provide the after-school program at the school sites specified in Exhibit C. The CHARTER agrees that the services/activities for each after-school program will adhere to those in the most recent grant proposal for the Texas ACE Program submitted by HCDE to the Texas Education Agency.

C. The CHARTER further agrees that it will comply with all terms and conditions of the Texas Education Agency grant awarded to HCDE under the Nita M. Lowey 21st Century Community Learning Centers Program (Texas ACE), including the applicable parts of the Education Department General Administrative Regulations (EDGAR) that govern the award and administration of this grant. Those regulations include, but are not limited to, regulations pertaining to reporting, regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Contract, and regulations pertaining to copyrights and rights in data. The CHARTER certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances hereto and incorporated herein. The CHARTER further agrees to abide by all of the guidelines developed by HCDE in furtherance of this Contract.

D. The CHARTER agrees not to make any expenditure in excess of the budget submitted with the CHARTER's site description.

E. For each Center, the CHARTER agrees to provide Center programs, facilities, and personnel necessary to operate the Center to students, parents and community members in accordance with its site description. The CHARTER will provide the Center(s) at the school sites specified in Exhibit C. The CHARTER agrees that the services/activities for each Center will adhere to those in the grant proposal for the Texas ACE Program submitted by HCDE to the Texas Education Agency.

F. The CHARTER agrees to receive HCDE's approval at least four weeks prior to making changes to the Center's description(s), including changes to the number or types of services provided; names of contractors or collaborators delivering services; hours of the program(s); the number and ages of children and adults served; dates of holidays; field trips; employee out- of-state travel or any other changes to the site description(s).

G. HCDE agrees to provide a CASE for Kids Registration form for use in program enrollment. The CHARTER agrees to use the provided form as it currently exists or may be revised by HCDE/CASE in the future. The CHARTER further agrees to affirm enrollment of students and provision of services by ensuring that a completed CASE for Kids registration form is authorized for each child enrolled in the program by the child's parent/guardian.

H. The CHARTER agrees to maintain necessary records and accounts in order to assure that payments received from HCDE have been expended for the Center(s). The CHARTER agrees to provide these records and other information as required by HCDE. The CHARTER agrees to retain all required records for three years after HCDE makes final payments to CHARTERs and all other pending matters are closed. The CHARTER will submit to HCDE verification of employment status for employees, receipts and invoices for supplies, and copies of contracts for contracted services purchased.

I. The CHARTER shall furnish operating reports to designated HCDE representatives on a monthly basis. Such reports may include, but not be limited to: financial reports; eligibility documents; complaints made by students, parents, employees, and other persons; and investigative reports of any kind involving the Center(s), Center programs, or its participants. Any reports or evaluations incidental to this Contract shall be performed only with the prior approval of HCDE. No reports or evaluations shall be released to third parties without the prior written approval of HCDE, unless release is required under the Public Information Act. This reporting will form a part of the regular monthly reporting documentation to HCDE and continue for as long as the CHARTER receives payments from HCDE under this Contract.

J. The CHARTER acknowledges and agrees that it is solely responsible for all costs, wages,

expenses, and fees associated with or arising from the operation of the Center(s).

K. The CHARTER agrees to maintain documentation of all equipment, materials and supplies purchased with grant funds; update the CASE for Kids inventory form as need based on purchases received, used or based on conditional change (new, good, fair or poor). The CHARTER further agrees to The Education Department General Administrative Regulations (EDGAR) 80.32(e) and 80.33(b) that disposition be requested for all equipment and unused supplies acquired under a grant.

L. The CHARTER agrees to cooperate with the evaluation of the Center(s) by designating internal staff to work with the CASE for Kids' external evaluator to implement and monitor the evaluation process, including the CHARTER's progress in meeting the performance objectives established by the Texas Education Agency for the Nita M. Lowey 21st Century Community Learning Centers, the effect of the Center(s) on participants, and the effectiveness of the Center(s) in meeting the performance objectives established by the Texas Education Agency. The CHARTER agrees to provide such records as STAAR scores, TAKS scores, grades, Stanford Achievement scores, conduct scores, end of course scores, disciplinary reports, and attendance records for students in the Center programs to HCDE in accordance with the reporting due dates established by TEA. The CHARTER hereby designates HCDE as a school official with a legitimate educational interest in any student education records provided to HCDE for purposes of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g.

M. The CHARTER agrees to allow HCDE, the Texas Education Agency, the State of Texas Comptroller, or any of their duly authorized representatives to any books, documents, papers, and records relating to the services provided under this Contract for the purpose of making audits, examinations, evaluations, excerpts, and transcriptions.

N. The CHARTER may use the payments from HCDE to create new program(s) or enhance existing program(s), but the payments from HCDE should not replace funding for an existing program(s). In the event that payments from HCDE will be used to expand already existing program(s), the CHARTER will provide HCDE with detailed documentation of the program(s) including a list of students and adults currently enrolled, attendance since the beginning of the school year (or past six months), and a schedule of activities offered by the program(s) since the beginning of the year. The CHARTER will also report all sources of funding for the program(s) and the total cost of the program(s) to HCDE.

O. The CHARTER agrees to obtain and assess criminal history record information for each employee or volunteer used in the Center(s) in accordance with applicable law and to use only those persons fit to work with students as determined by applicable law and CHARTER and HCDE policies.

P. CHARTER agrees that it will comply with the assurances, certifications, and disclosures provided by Texas Education Agency, including the "General Provisions & Assurances," "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," "Lobbying Certification", "Disclosures of Lobbying Activities", "Every Student Succeeds Act (ESSA) Provisions and Assurances" and "Program-Specific Provisions & Assurances", which are attached hereto as Exhibit D and incorporated by reference into this Contract.

Q. The CHARTER further agrees that it will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protections Agency regulations (40 CFR part 15), and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

R. The CHARTER agrees that the certifications and agreements included in the HCDE Vendor Certification Forms, attached hereto and incorporated by reference in the agreement for all purposes, is true and correct.

S. The CHARTER agrees to provide the after-school program to at least the number of students and parents indicated on Exhibit C attached to the Contract. The CHARTER further agrees that if any time after 2/20/2025, the HCDE CASE for Kids Director determines that there is less than 60% of the agreed upon students and/or parents in the afterschool program (the numbers on Exhibit C), HCDE may withhold and reserve up to one-third of the budget (Exhibit B of the Contract) that it would have otherwise paid to the CHARTER and use those funds, in HCDE's sole discretion, to try to increase student and/or parent participation. The CHARTER agrees and understands that this will result in receipt by the CHARTER of up to one-third less funds than the CHARTER would have received under the Contract as specified in Exhibit B. Upon 2/20/2025, if less than 50% of the budget is not allocated for program expenditures, HCDE reserves the right to reduce the CHARTER's operating budget for the spring term and in subsequent grant years, as applicable.

IV. COMPENSATION AND FUNDING

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

- $45,000.00 for providing the Center in accordance with Section III and this Contract at Sanchez North School.

The CHARTER 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 CHARTER 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 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 Center(s) in accordance with the site description. Included in these requirements are: the number of Centers in the CHARTER where the Center programs are provided; the number of students and adults served in the CHARTER 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 CHARTER agrees that if any time after 2/20/2025, the HCDE CASE for Kids Director determines that the CHARTER 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 CHARTER 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 CHARTER at least two weeks prior to re-allocation/withholding of funds from the CHARTER in support of the afterschool program/Center.

The CHARTER 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 CHARTER, at any time upon written notice to the CHARTER. 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 CHARTER 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 CHARTER 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 CHARTER under this Contract.

The CHARTER 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. PIGGYBACKING ON HCDE-PROCURED CONTRACTS

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 CHARTER may, in its discretion, enter into separate and independent contracts with CASE Afterschool and Summer Direct 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 for Kids for Youth Services for Afterschool and Summer, 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 CHARTER 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 delivered, 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 of one of HCDE's contracts with Direct Service Providers.

VI. RELATIONSHIP

It is understood and agreed that the CHARTER is an independent contractor. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between HCDE and any employee or agent of the CHARTER. The Contract does not create a joint venture or business partnership under Texas law.

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

VII. TERMINATION

This Contract may be terminated by either party without cause with thirty (30) days advance written notice. HCDE may by written notice at any time terminate this Contract if the CHARTER fails to comply with a provision of this Contract. HCDE may also terminate this Contract as provided in Section IV.

VIII. AUTHORIZATION

Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.

IX. NOTICE

Any notice provided under the terms of this Contract by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attention: James Colbert Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022

Association for the Advancement Of Mexican Americans (AAMA)
Attention: Mr. Adolfo Melara
Superintendent
6001 Gulf Freeway
Houston, Texas 77023

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.

X. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Texas.

XI. VENUE

The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas.

XII. ENTIRE AGREEMENT

This Contract, Exhibit B, Exhibit C and Exhibit D represents the entire and exclusive agreement between the parties thereto and replaces in their entirety any previous agreements, written or oral.

XIII. AMENDMENT

This Contract may be amended only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this Contract.

XIV. ASSIGNMENT

Neither this Contract nor any duties or obligations under it shall be assignable by the CHARTER

without the prior written acknowledgment and authorization of HCDE.

XV. SEVERABILITY

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XVI. BENEFIT FOR SIGNATORY PARTIES ONLY

Neither this Contract, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

XVII. IMMUNITIES

Nothing in this Contract waives or alters any immunities provided either of the parties, their employees, officers, or agents, under Texas or federal law.

Executed this 20th day of March the Year 2025.

By:

James Colbert, Jr.
County School Superintendent
Harris County Department of Education

Adolfo Melara
CEO, President, and Superintendent
Association for the Advancement of Mexican Americans (AAMA)

EXHIBIT B

AAMA: Sanchez North CASE for Kids 21st Century/Texas ACE Cycle 11, Year 4 Budget	
Quality Assurance Liaison	**$ 10,000**
Personnel -- 6100	
Site Coordinator	
School Year Certified Teachers	$ 8,500
Summer Certified Teachers	$ 3,000
School Year Para-professionals	$ 5,870
Summer Para-professionals	$ 2,500
Payroll	**$ 19,870**
Site Coordinator Fringe Benefits	
Staff Fringe Benefits	$ 3,230
Fringe Benefits	**$ 3,230**
Total Payroll Costs 6100	**$ 23,100**
Professional & Contractual Services -- 6200	
Topic: Academic Assistance	
Topic: Enrichment	
Topic: Professional Development	
Topic: Family & Parental Engagement	
Total Professional & Contractual Services 6200	
Materials & Supplies -- 6300	
Site Coordinator Office Supplies	
Family Engagment Supplies	$ 500
Program Consumable Supplies	$ 500
Program Technology	
Program Literacy Materials	
Total Materials & Supplies 6300	**$ 1,000**
Other Operating Costs -- 6400	
Fieldtrip Transportation	$ 10,400
Fieldtrip Admission	$ 200
Snacks for Family Engagement	$ 300
In-state Conference **(OSTICON)**	
Facility Cost	
Out-of-state Conference	
Total Other Operating Costs 6400	**$ 10,900**
Total:	**$ 45,000**

Exhibit C

Nita M. Lowey 21st CCLC Cycle 11 Year 4 Texas ACE Center Operations Schedule	Program Year 2024-2025

Center information should be entered in the same order as included in the approved application.

Center 9	9 Digit campus ID #	Name of Center/Feeder School, Physical Address, City, ZIP	*Grade Levels Served*	"Regular" Student Target	Parent/Legal Guardian Target
Center	101804004	George I Sanchez North 170 Rittenhouse St, Houston TX 77076	6-12	92	40
Feeder					
Feeder					

Program Operations	Start Date (MM/DD/YY):	End Date (MM/DD/YY):	Total Weeks
Fall Term	9/3/2024	12/13/2024	14
Spring Term	1/13/2025	5/16/2025	17
Summer Term	6/2/2025	7/3/2025	5
Total number of weeks: (must meet or exceed original Year 1 weeks)			36

Center Schedule

Day of the Week	Fall Term				Spring Term				Summer Term			
	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End
Monday			3:30	6:30			3:30	6:30	8:00			2:00
Tuesday			3:30	6:30			3:30	6:30	8:00			2:00
Wednesday			3:30	6:30			3:30	6:30	8:00			2:00
Thursday			3:30	6:30			3:30	6:30	8:00			2:00
Friday			3:30	6:30			3:30	6:30				
Total Hours Per Week:	15				15				24			

Adjunct Sites, If applicable (site name and full address)	

Statement of provisions and assurances for the program(s) in this Application:

A. **Terms defined:** As used in these Provisions and Assurances,

1. *Subaward:* An award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A Subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (2 CFR 200.92)
2. *Agency* or *TEA:* The Texas Education Agency
3. *Subrecipient:* A non-Federal entity that receives a Subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding Agency (2 CFR 200.93)
4. *Program Manager:* The person representing the Agency or the Subrecipient, as indicated by the Subaward, for the purposes of administering the Subaward Project
5. *Subaward Project:* The purpose intended to be achieved through the Subaward of which these provisions and assurances are a part
6. *Applicant:* The same as Subrecipient
7. *SAS:* The Standard Application System of which the Application document is a part
8. *Application:* The entire package submitted by the Applicant, including the required schedules contained in the Application.
9. *Amendment:* An Application that is revised in budget categories and/or in program activities. The original Application and any previous Amendments are incorporated by reference.
10. *Works:* All tangible or intangible material, products, ideas, documents, or Works of authorship prepared or created by the Subrecipient for or on behalf of TEA at any time after the beginning date of the Subaward (Works includes but is not limited to computer software, data, information, images, illustrations, designs, graphics, drawings, educational materials, assessment forms, testing materials, logos, trademarks, patentable materials, etc.)
11. *Intellectual Property Rights:* The worldwide intangible legal rights or interests evidenced by or embodied in: (a) any idea, design, concept, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (b) any work of authorship, including any copyrights, moral rights, or neighboring rights; (c) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (d) domain name registrations; and (e) any other similar rights. The Intellectual Property Rights of a party include all worldwide intangible legal rights or interests that the party may have acquired by assignment or license with the right to Grant sublicenses.
12. *Grant:* The same as Subaward
13. *Grantee:* The same as Subrecipient
14. *Grantor:* The same as Agency
15. *DCC:* The Document Control Center of the Agency
16. *Capital Assets:* Tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with Generally Accepted Accounting Principles (GAAP). Capital Assets include: (a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or

through capital leases; and (b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to Capital Assets that materially increase their value or useful life (not ordinary repairs and maintenance).(2 CFR 200.12). If the Subrecipient purchases Capital Assets (furniture and/or equipment) with Subaward funds to accomplish the objective(s) of the project, title will remain with the Subrecipient for the period of the Subaward. The Agency reserves the right to transfer Capital Assets for Subrecipient noncompliance during the Subaward period or as needed after the ending date of the Subaward. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in the Subrecipient's accounting record.

17. *Capital Expenditures:* Expenditures to acquire Capital Assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to Capital Assets that materially increase their value or useful life. (2 CFR 200.13)
18. *Protected Personally Identifiable Information (PII):* An individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth,mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed (2 CFR 200.82)

B. **Contingency:** The agreement represented by this Subaward is executed by the Agency subject to the availability of funds appropriated by legislative act for the purposes stated. All Amendments and/or extensions or subsequent Subaward agreements entered into for the same or continued purposes are executed contingent upon the availability of appropriated funds. Notwithstanding any other provision in this Subaward agreement or any other document, this Subaward agreement is void upon appropriated funds becoming unavailable. In addition, this Subaward agreement may be terminated by the Agency at any time for any reason upon notice to the Subrecipient. Expenditures and/or activities for which the Subrecipient may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Agency. This Subaward agreement may be extended or otherwise amended only by formal written Amendment properly executed by both the Agency and the Subrecipient. No other agreement, written or oral, purporting to alter or amend this Subaward shall be valid.

C. **Subrecipient's Application:** Furnished to the Agency in response to a request for Application, is incorporated in this Subaward by reference for all necessary purposes. It is specifically provided; however, that the provisions of this Subaward shall prevail in all cases of conflict arising from the terms of the Subrecipient's Application whether such Application is a written part of this Subaward or is attached as a separate document.

D. **Requirements, Terms, Conditions, and Assurances:** Stated in the Request for Application, in response to which the Applicant is submitting this Application, and are incorporated herein by reference for all purposes. The instructions to the Standard Application System, as well as the General and Fiscal Guidelines and Program Guidelines, are incorporated herein by reference.

E. **Signature Authority; Final Expression; Superseding Document:** The Applicant certifies that the person signing or certifying and submitting this Application has been properly delegated this authority. The Subaward represents the final and complete expression of the terms of agreement between the parties. The Subaward supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises, or warranties that differ from the Subaward shall have no force or effect. The Subaward may be modified, amended, or extended only by formal written Amendment properly executed by both TEA and the Subrecipient.

F. **State of Texas Laws:** In the conduct of the Subaward Project, the Subrecipient shall be subject to Texas State Board of Education and Commissioner rules pertaining to this Subaward and the Subaward Project

and to the laws of the State of Texas governing this Subaward and the Subaward Project. This Subaward constitutes the entire agreement between the Agency and the Subrecipient for the accomplishment of the Subaward Project. This Subaward shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this Subaward.

G. **Monitoring:** Desk reviews, on-site monitoring reviews, arranging for agreed-upon-procedures engagements, and training and technical assistance on program-related matters may be conducted by the Agency to determine compliance with the approved Application and the applicable statute(s), law(s), regulations, and guidelines.
TEA conducts federal fiscal Grant Subrecipient monitoring and compliance reviews, and implements related remedies for noncompliance, in accordance with its established policies and procedures. These policies and procedures incorporate best practices and standards that may be similar to common auditing standards, but the Agency does not apply a specific set of external standards, such as the US Government Accountability Office's Generally Accepted Government Auditing Standards (Yellow Book), nor is it required to do so.

H. **Specific Conditions:** If TEA identifies, in its sole determination, a grantee as posing a level of risk identified by the agency's risk criteria, the grantee has a history of failure to comply with the terms and conditions of the grant award, the grantee fails to meet performance goals, or is not otherwise responsible then TEA may impose additional specific award conditions on any grant award. (2 CFR 200.207).
Specific conditions may include 1) requiring payments as reimbursements rather than advance payments, 2) withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period, 3) requiring additional, more detailed, financial reports, 4) requiring additional project monitoring, 5) requiring technical or management assistance, or 6) establishing additional prior approvals.
TEA may, in appropriate circumstances, designate the specific conditions established under 2 CFR 200.207 as "high-risk conditions" and designate a non-federal entity subject to specific conditions established under 200.207 as a high-risk Grantee. (2 CFR 3474.10)

I. **Notification of Specific Conditions:** Upon placing a specific condition or high-risk Grantee identification, TEA must notify the Grantee of 1) the nature of the additional requirements, 2) the reason for the additional requirements, 3) the action needed to remove the additional requirement, if applicable, 4) the timeline for completing the additional requirements, and 5) the method for requesting reconsideration of the additional requirements being imposed. Any specific conditions must be promptly removed once the deficiency has been corrected. (2 CFR 200.207)

J. **Remedies for Noncompliance:** If TEA determines that noncompliance cannot be corrected by imposing the specific conditions, TEA may take one or more of the following remedies for noncompliance actions, as appropriate in the circumstances. 1) temporarily withhold cash payments pending correction of the deficiency, 2) disallow all or part of an activity or action not in compliance, 3) wholly or partly suspend or terminate the grant award, 4) initiate suspension or disbarment proceedings under 2 CFR 180, 5) withhold further grant awards for the project, or 6) take other remedies that may be legally available. (2 CFR 200.338)

K. **Notification of Remedies for Noncompliance and Opportunity for Hearing:** Upon taking any remedy for non- compliance, TEA must provide the Subrecipient an opportunity to object and provide information and documentation challenging the suspension or termination action. (2 CFR 200.341)

L. **Subaward Cancellation, etc.:** If this Subaward is canceled, terminated, or suspended by the Agency prior to its expiration date, the reasonable monetary value of services properly performed by the Subrecipient pursuant to this Subaward prior to such cancellation, termination, or suspension shall be determined by the Agency and paid to the Subrecipient as soon as reasonably possible.

M. **Indemnification:** The Subrecipient, to the extent permitted by law, shall hold the Agency harmless from

and shall indemnify the Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of the Subrecipient, its agents, employees, and subcontractors, done in the conduct of the Subaward Project.

N. **Encumbrances/Obligations and Liquidations:** All encumbrances/obligations shall occur on or between the beginning and ending dates of the Subaward unless pre-award costs are expressly permitted for the individual Grant program. In general, goods or services delivered near the end of the Grant period may be viewed by TEA as not necessary to accomplish the objectives of the current Grant program; however, TEA will evaluate such expenditures on a case-by-case basis. A TEA monitor or an auditor may disallow those expenditures if the Grantee is unable to (1) document the need for the expenditures, (2) demonstrate that program beneficiaries receive benefit from the late expenditures, or (3) negate the appearance of "stockpiling" supplies or equipment. The Subrecipient must receive the benefit and liquidate (record as an expenditure) all obligations incurred under the Subaward no later than the revised final expenditure report due date. An encumbrance cannot be considered an expenditure or accounts payable until the goods have been received and the services have been rendered. Obligations that are liquidated and recognized as expenditures must meet the allowable cost principles in 2 CFR Part 200 of EDGAR (as applicable) and program rules, regulations, and guidelines contained elsewhere. This provision applies to all Grant programs, including state and federal, discretionary and formula.

O. **Financial Management and Accounting:** The Subrecipient assures it will maintain a financial management system that provides for the following: (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal Agency, and name of the pass-through entity, if any. (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 CFR 200.327 Financial reporting and 200.328 Monitoring and reporting program performance. If a Federal awarding Agency requires reporting on an accrual basis from a recipient that maintains its records on other than an accrual basis, the recipient must not be required to establish an accrual accounting system. This recipient may develop accrual data for its reports on the basis of an analysis of the documentation on hand. Similarly, a pass-through entity must not require a Subrecipient to establish an accrual accounting system and must allow the Subrecipient to develop accrual data for its reports on the basis of an analysis of the documentation on hand. (3) Records that identify adequately the source and Application of funds for federally- funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. (4) Effective control over, and accountability for, all funds, property, and other assets. The non- Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. See 2 CFR §200.303 Internal controls. (5) Comparison of expenditures with budget amounts for each Federal award. (6) Written procedures to implement the requirements of 2 CFR 200.305 Payment. (7) Written procedures for determining the allowability of costs in accordance with Subpart E—Cost Principles of this part and the terms and conditions of the Federal award. (2 CFR 200.302(b)(7)).
Public school districts, open-enrollment charter schools, and regional education service centers in Texas must comply with the accounting requirements in the Financial Accounting and Reporting (FAR) module of the *Financial Accountability System Resource Guide*, Texas Education Agency.

P. **Expenditure Reports:** The Subrecipient shall submit expenditure reports in the time and manner requested by the Agency and in accordance with the critical events calendar for the Grant accessible from the TEA Grant Opportunities page which is incorporated by reference.

Q. **Refunds Due to TEA:** If the Agency, or Subrecipient, determines that the Agency is due a refund of money paid to the Subrecipient pursuant to this Subaward, the Subrecipient shall pay the money due to the Agency within 30 days of the Subrecipient's receipt of written notice that such money is due to the

Agency. If the Subrecipient fails to make timely payment, the Agency may obtain such money from the Subrecipient by any means permitted by law, including but not limited to offset, counterclaim, cancellation, termination, suspension, total withholding, and/or disapproval of all or any subsequent Applications for said funds.

R. **Records Retention:** Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of five years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding Agency or pass-through entity in the case of a Subrecipient (GEPA 81.31(c)).
The Subrecipient understands that acceptance of funds under this Subaward acts as acceptance of the authority of the State Auditor's office, or any successor Agency, to conduct an audit or investigation in connection with those funds. The Subrecipient further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Subrecipient and the requirements to cooperate is included in any subcontract it awards.

S. **Time and Effort Recordkeeping:** For those personnel whose salaries are prorated between or among different funding sources or used as matching/cost sharing to a federal Grant, time and effort records will be maintained by Applicant that will confirm the services provided within each funding source. Applicant must adjust payroll records and expenditures based on this documentation. This requirement applies to all projects, regardless of funding source, unless otherwise specified. For federally funded projects, time and effort records must be in accordance with the requirements in 2 CFR 200.430(i) of EDGAR, as applicable.

T. **Forms, Assurances, and Reports:** The Subrecipient shall in a timely manner make and file with the proper authorities all forms, assurances, and reports required by federal laws and regulations. The Agency shall be responsible for reporting to the proper authorities any failure by the Subrecipient to comply with the foregoing laws and regulations coming to the Agency's attention, and may deny payment or recover payments made by the Agency to the Subrecipient in the event of the Subrecipient's failure to comply.

U. **Intellectual Property Ownership:** The Subrecipient agrees that all Works are, upon creation, Works made for hire and the sole property of TEA. If the Works are, under applicable law, not considered Works made for hire, the Subrecipient hereby assigns to TEA all worldwide ownership of all rights, including the Intellectual Property Rights, in the Works, without the necessity of any further consideration, and TEA can obtain and hold in its own name all such rights to the Works. The Subrecipient agrees to maintain written agreements with all officers, directors, employees, agents, representatives, and subcontractors engaged by the Subrecipient for the Subaward Project, Granting the Subrecipient rights sufficient to support the performance and Grant of rights to TEA by the Subrecipient. Copies of such agreements shall be provided to TEA promptly upon request.
The Subrecipient warrants that (i) it has the authority to Grant the rights herein Granted; (ii) it has not assigned or transferred any right, title, or interest to the Works or Intellectual Property Rights that would conflict with its obligations under the Subaward, and the Subrecipient will not enter into any such agreements; and (iii) the Works will be original and will not infringe any Intellectual Property Rights of any other person or entity. These warranties will survive the termination of the Subaward. If any preexisting rights are embodied in the Works, the Subrecipient Grants to TEA the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative Works based upon such preexisting rights and any derivative Works thereof; and (ii) authorize others to do any or all of the foregoing. The Subrecipient agrees to notify TEA on delivery of the Works if they include any such preexisting rights. On request, the Subrecipient will provide TEA with documentation indicating a third party's written approval for the Subrecipient to use any preexisting rights

that may be embodied or reflected in the Works.

For School Districts, ESCs, Nonprofit, and For Profit Organizations: The foregoing Intellectual Property Ownership provisions apply to any school districts, ESCs, nonprofit organizations, and their employees, agents, representatives, consultants, and subcontractors. If a school district, ESC, or nonprofit organization or any of its subcontractor(s) wish to obtain a license agreement to use, advertise, offer for sale, sell, distribute, publicly display, publicly perform or reproduce the Works, or make derivative Works from the Works, then express written permission must first be obtained from the TEA Copyright Office.

For Colleges and Universities: The foregoing Intellectual Property Ownership provisions apply to any colleges and universities and their employees, agents, representatives, consultants, and subcontractors; provided, that for all Works and derivative Works created or conceived by colleges or universities under the Subaward, they are Granted a non-exclusive, non-transferable, royalty-free license to use the Works for their own academic and educational purposes only. The license for academic and educational purposes specifically excludes advertising, offering for sale, selling, distributing, publicly displaying, publicly performing, or reproducing the Works, or making derivative Works from the Works that are created or conceived under this Subaward; and colleges and universities and their employees, agents, representatives, consultants, and subcontractors are prohibited from engaging in these uses and activities with regard to the Works unless the prior express written permission of the TEA Copyright Office is obtained.

V. **Unfair Business Practices:** By signing this Subaward, the Subrecipient, if other than a state Agency, certifies that the Subrecipient, within the preceding 12 months, has not been found guilty, in a judicial or state Agency administrative proceeding, of unfair business practices. The Subrecipient, if other than a state Agency, also certifies that no officer of its company has, within the preceding 12 months, served as an officer in another company which has been found, in a judicial or state Agency administrative proceeding, to be guilty of unfair business practices.
The Subrecipient, whether a state Agency or not a state Agency, certifies that no funds provided under this Subaward shall be used to purchase supplies, equipment, or services from any companies found to be guilty of unfair business practices within 12 months from the determination of guilt.

W. **Subcontracting:** The Subrecipient shall not assign or subcontract any of its rights or responsibilities underthis Subaward, except as may be otherwise provided for in this Application, without prior formal written approval Granted as an Amendment to this Subaward properly executed by both the Agency and the Subrecipient.

X. **Use of Consultants:** Notwithstanding any other provision of this Application, Applicant shall not use or pay any consultant in the conduct of this Application if the services to be rendered by any such consultant can be provided by Applicant's employees.

Y. **Disposition of Equipment and Supplies:** If Capital Expenditures are used to purchase Capital Assets, the Subrecipient must request disposition instructions from the Agencybefore disposing of the equipment and/or supplies. Disposition will be made in accordance with 2 CFR 200.313 and 200.314 as applicable.

Z. **Agency Property (Terms):** In the event of loss, damage, or destruction of any property owned by or loaned by the Agency while in the custody or control of the Subrecipient, its employees, agents, consultants, or subcontractors, the Subrecipient shall indemnify the Agency and pay to the Agency the full value of or the full cost of repair or replacement of such property, whichever is the greater, within 30 days of the Subrecipient's receipt of written notice of the Agency's determination of the amount due. This provision applies whether the property is developed or purchased by the Subrecipient pursuant to this Subaward or is provided by the Agency to the Subrecipient for use in the Subaward Project. If the Subrecipient fails to make timely payment, the Agency may obtain such money from the Subrecipient by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to the Subrecipient by the Agency.

AA. **Travel Costs:** Amounts authorized for maximum recovery for travel costs against any state or federal funding source are restricted to those amounts which are approved in the State of Texas appropriations bill in effect for the particular obligation. Any amount over this limit must come from local funding sources. Applicant must recover funds at a lesser rate if local policy amounts are less than the maximum allowed by the state. Out-of-state travel may not exceed the federal government rate for the locale. Reimbursement of travel costs is based on actual expenses. Travel allowances are unallowable.

BB. **Funds for Religious Worship, Instruction:** No funds will be used to pay for religious worship, instruction, or proselytization, or for any equipment or supplies for such, or for any construction, remodeling, repair, operation, or maintenance of any facility or part of a facility to be used for religious worship, instruction, or proselytization (34 CFR 76.532)

CC. **Disclosure of Gifts and Campaign Contributions:** The Grantee shall file disclosures of gifts and campaign contributions as required by State Board of Education Operating Rule 4.3, which is incorporated as if set out in full. The Grantee has a continuing obligation to make disclosures through the term of the Subaward. Failure to comply with State Board of Education Operating Rule 4.3 is grounds for canceling the Subaward agreement.

DD. **Submission of Audit Reports to TEA:** Grantees agree to submit audit report(s) consistent with the requirements of 2 CFR Part 200, Subpart F of EDGAR, including the reporting package described in 200.512, to the Federal Audit Clearinghouse (FAC). Also by section 44.008 of the Texas Education Code (TEC), Grantees also agree to submit audit reports to TEA Financial Compliance Division in the time and manner requested by the Agency.

Grantees that expend $750,000 or more during the entity's fiscal year in Federal awards must have a single audit conducted in accordance with 200.501 Audit requirements, except when it elects to have a program-specific audit conducted in accordance with paragraph of that section. Grantees agree to submit a copy of such audits to TEA when the schedule of findings and questioned costs disclose audit findings relating to any federal awards provided by TEA. A copy of such audits shall also be submitted to TEA if the summary schedule of prior audit findings reported the status of any audit findings relating to any federal awards provided by TEA.

EE. **Federal Rules, Laws, and Regulations That Apply to All Federal Programs:** The Subrecipient shall be subject to and shall abide by all federal laws, rules, and regulations pertaining to the Subaward Project, including but not limited to:

1. **Americans With Disabilities Act,** Public Law (P.L.) 101-336, 42 United States Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64.
2. **Title VI of the Civil Rights Act of 1964,** as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100.
3. **Title IX of the Education Amendments of 1972**, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if the Subrecipient is an educational institution.
4. **Section 504 of the Rehabilitation Act of 1973,** as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Parts 104 and 105.
5. **Age Discrimination Act of 1975,** as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 CFR Part 110.
6. **Family Educational Rights and Privacy Act (FERPA) of 1975,** as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including **Privacy Rights of Parents and Students** (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).

7. Section 509 of H.R. 5233 as incorporated by reference in P.L. 99-500 and P.L. 99-591 **(prohibition against the use of federal Grant funds to influence legislation pending before Congress).**
8. **Pro-Children Act of 2001,** which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (ESSA, Title VIII, Part F, subpart 5). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (ESSA, Title VIII, Part F, subpart 5). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (ESSA, Title VIII, Part F, subpart 5).
9. **Fair Labor Standards Act (29 USC 207), Davis Bacon Act (40 USC 276[a]), and Contract Work Hours and Safety Standards Act (40 USC 327 et seq.),** as applicable, and their implementing regulations in 29 CFR 500-899; 29 CFR Parts 1, 3, 5, and 7; and 29 CFR Parts 5 and 1926, respectively.
10. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.
11. **Prohibition of Text Messaging and Emailing while Driving during Official Federal Grant Business:** Personnel funded from federal Grants and their subcontractors and Subgrantee are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official Grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal Grants funded by the US Department of Education).
12. **Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104[g]):** In accordance with 2 CFR 175, this award may unilaterally be terminated, without penalty, if Subrecipient or an employee of Subrecipient violates any of the applicable prohibitions of this award term through conduct that is either associated with performance under this award or imputed to Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR 85.630. Subrecipient and Subrecipient's employees may not i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; ii) Procure a commercial sex act during the period of time the award is in effect; or iii) Use forced labor in the performance of the award or Subaward under the award. Subrecipient must inform the proper authorities and Agency immediately of any information it receives from any source alleging a violation of the applicable prohibitions of this award term. In addition to all other remedies for noncompliance that are available to the Agency under this award, Subrecipient must include the requirements of this provision in any Subaward made to a private entity.

FF. **Federal Regulations Applicable to All Federal Programs:**

A complete description of the federal regulations that apply to federal education grant awards may be found on USDE's EDGAR website at http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html.

GG. **General Education Provisions Act (GEPA), As Amended, Applicable to All Federal Programs Funded or Administered through or by the US Department of Education:**

The general Application submitted by a local educational Agency shall set forth these assurances:

1. **Applicability:** That the local educational Agency will administer each program covered by the Application in accordance with all applicable statutes, regulations, program plans, and Applications (20 USC 1232(e));
2. **Public Agency Control:** That the control of funds provided to the local educational Agency under each program, and title to property acquired with those funds, will be in a public Agency and that a public Agency will administer those funds and property (20 USC 1232(e));
3. **Sound Accounting:** That the local educational Agency will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, Federal funds paid to that Agency under each program (20 USC 1232(e));
4. **Access to Records:** That the local educational Agency will make reports to TEA and to the Secretary of Education as may reasonably be necessary to enable TEA and the Secretary to perform their duties and that the local educational Agency will maintain such records, including the records required under 20 USC 1232(f), Education Records, and provide access to those records, as TEA or the Secretary deem necessary to perform their duties (20 USC 1232(e));
5. **Participation in Planning:** That the local educational Agency will provide reasonable opportunities for the participation by teachers, parents, and other interested agencies, organizations, and individuals in the planning for and operation of each program (20 USC 1232(e));
6. **Availability of Information:** That any Application, evaluation, periodic program plan or report relating to each program will be made readily available to parents and other members of the general public (20 USC 1232(e));
7. **Construction:** That in the case of any project involving construction -
   (A) the project is not inconsistent with overall State plans for the construction of school facilities, and
   (B) in developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary under section 794 of title 29 in order to ensure that facilities constructed with the use of Federal funds are accessible to and usable by individuals with disabilities (20 USC 1232 (e));
8. **Sharing Information:** That the local educational Agency has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects (20 USC 1232(e)); and
9. **Direct Financial Benefit:** That none of the funds expended under any applicable program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization (20 USC 1232(e)).
10. **Prohibition of Funds for Busing:** No funds appropriated for the purpose of carrying out any applicable program may be used for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to overcome racial imbalance in any school or school system, or for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to carry out a plan of racial desegregation of any school or school system, except for funds appropriated pursuant to title VIII of the Elementary and Secondary Education Act of 1965 [20 U.S.C. 7701 et seq.], but not including any portion of such funds as are attributable to children counted under section 8003(d) of such Act [20 U.S.C. 7703(d)] or residing on property described in section 8013(10) of such Act [20 U.S.C. 7713(10)] (20 USC 1228).

HH. **State Rules, Laws, and Regulations That Apply to All Programs Administered by TEA:**

The Grantee shall comply with all provisions of the Texas Education Code, Chapter 22, Subchapter C, Criminal History Records, which requires that personnel employed using Grant funds shall be subject to

the state's fingerprinting requirement. The Subrecipient provides assurance, with its signature on the Grant Application or by certifying and submitting the eGrants Application, that it will take all necessary and required steps to ensure that all its Subrecipients are in compliance with the fingerprinting requirement.

II. **Family Code Applicability:** With its signature on the Grant Application or by certifying and submitting the eGrants Application, the Subrecipient, if other than a state Agency, certifies that under Section 231.006, Family Code, that the Subrecipient is not ineligible to receive payment under this Subaward and acknowledges that this Subaward may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Subaward if the Subrecipient is found to be ineligible to receive payment. If the Subrecipient is found to be ineligible to receive payment and the Subaward is terminated, the Subrecipient is liable to TEA for attorney's fees; the costs necessary to complete the Subaward, includingthe cost of advertising and awarding a second Subaward; and any other damages or relief provided by law orequity.

JJ. **Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, appendices, General Provisions and Assurances, Program-Specific Provisions and Assurances, exhibits, attachments, or other documents, the TEA Subaward and its General Provisions and Assurances, Program- Specific Provisions and Assurances, appendices, Errata, and General and Fiscal Guidelines shall take precedence over all other documents that are a part of this Subaward.

KK. **Registered Lobbyists:** No state or federal funds transferred to a Subrecipient/Grantee may be used to hire a registered lobbyist.

LL. **Test Administration and Security:** This Subaward is executed by the Agency subject to assurance by the Subrecipient that it has at all times been and shall remain in full compliance with Title 19, Texas Administrative Code Chapter 101, and all requirements and procedures for maintaining test security specified in any test administration materials in the possession or control of the Subrecipient, or any school, campus, or program operated by the Subrecipient. Notwithstanding any other provision in this Subaward or any other document, this Subaward is void upon notice by the Agency, in its sole discretion, that the Subrecipient or any school, campus, or program operated by the Subrecipient has at any time committed a material violation of Title 19, Texas Administrative Code Chapter 101, or any requirement or procedure for maintaining test security specified in any test administration materials in the possession or control of the Subrecipient, or any school, campus, or program operated by the Subrecipient. Expenditures and/or activities for which the Subrecipient may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Agency.

MM. **Social Security Numbers:** Social security numbers will not be provided by TEA as a part of this agreement. TEA is not requiring or requesting school districts or other Grantees to provide social security numbers as a part of this agreement**.**

NN. **Student-Identifying Information:** The Subrecipient agrees that in executing tasks on behalf of TEA, the Subrecipient will not use any student-identifying information in any way that violates the provisions of FERPA and will destroy or return all student-identifying information in accordance with the terms in Section on Confidential Information, FERPA, and Information Security Requirements hereof.

OO. **Protected Personally Identifiable Information (Protected PII):** The Subrecipient agrees to take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding Agency or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

PP. **Authorized Officials for Grant Payments:** Subrecipient assures that the Grantee Manager and/or Grantee Official, or such person using the Grantee Manager or Grantee Official's credentials, has been authorized by the Subrecipient organization to enter the organization into legally binding agreements for grant payment purposes prior to the Grantee Manager or Grantee Official certifying and submitting expenditure payment

requests in the TEA Expenditure Reporting (ER) System.

QQ. **Electronic and Information Resources Accessibility Standards**: Any Electronic Information Resources (EIR) produced as part of this agreement must comply with the State of Texas Accessibility requirements as specified in 1 TAC 206, 1 TAC Chapter 213, Federal Section 508 standards, and the WCAG 2.0 AA Accessibility Guidelines. EIR includes webpages, website portals, electronic documents (all formats), multimedia (live and recorded video, audio, and interactive presentations), web applications, online forms, and mobile applications. Websites must have a third-party company evaluate the site for accessibility before accepted by TEA.

RR. **Load Testing**: The vendor must provide documentation to TEA the application has been load tested. The results in the documentation must meet or exceed the required demands. The vendor must provide a supported service level agreement of uptime per month. The vendor must provide expected recovery time objective (RTO) and recovery point objective (RPO) in the event of major outage.

Failed Load Testing

In its sole judgment, TEA may terminate the agreement for cause if the application fails to meet the criteria for success. In its sole determination, TEA may exercise any, or all, of the following remedies in lieu of termination of this Agreement:

1. The vendor shall be given the opportunity to extend the Load Testing period for up to thirty (30) calendar days to allow the vendor to diagnose and correct performance problems that may be caused by the application or the configuration of the application, or;
2. The vendor shall be given the opportunity to install additional hardware or platform components, at the vendor's sole expense, to meet the performance requirements specified, or;
3. The vendor shall be given up to thirty (30) days following the diagnosis of any problem related to the application to correct, at the vendor's sole expense, the defects in the application, or;
4. At TEA's sole option, TEA will exercise one, or any combination, of the
5. options described above. Should the application fail to successfully complete the Load Test, the application will be deemed to have failed Acceptance and TEA will be entitled to a full refund.

If the selected vendor fails to complete the due performance of the contract in accordance to the terms and conditions, TEA reserves the right either to cancel the contract or to accept performance already made by the selected vendor. In case of termination of contract TEA reserves the right to recover an amount fixed as Liquidated Damages for non-performance.

By signing and submitting the application, or certifying and submitting the eGrants application, the Applicant indicates acceptance of and compliance with all requirements described herein.

2: Statutory/Program Assurances

The following assurances apply to this grant program. In order to meet the requirements of the grant, the grantee must comply with these assurances.

- The applicant assures that the application does not contain any information that would be protected by the Family Educational Rights and Privacy Act (FERPA) from general release to the public.
- The applicant assures that any Electronic Information Resources (EIR) produced as part of this agreement will comply with the State of Texas Accessibility requirements as specified in 1 Texas Administrative Code (TAC) 206, 1 TAC Chapter 213, Federal Section 508 standards, and the Web Content Accessibility Guidelines (WCAG) 2.0 level AA.
- The applicant assures that program funds will supplement (increase the level of service), and not supplant (replace) state mandates, State Board of Education rules, and activities previously conducted with state or local funds. The applicant provides assurance that state or local funds may not be decreased or diverted for other purposes merely because of the availability of these funds. The applicant provides assurance that program services and activities to be funded from this grant will be supplementary to existing services and activities and will not be used for any services or activities required by state law, State Board of Education rules, or local policy.
- The applicant assures that they accept and will comply with Every Student Succeeds Act Provisions and Assurances requirements.
- The applicant assures that the required proof of nonprofit status will be submitted with the grant application as described in the General and Fiscal Guidelines, Fiscal-Related Documentation Required to Be on File section.
- The applicant assures to adhere to all Performance Measures, as noted in the 2024-2025 Nita M. Lowey 21st Century Community Learning Centers, Cycle 11, Year 4, Program Guidelines, and shall provide TEA, upon request, any performance data necessary to assess the success of the program.
- The applicant assures to adhere to all Statutory Requirements and Texas Education Agency (TEA) Program Requirements as noted in the 2024-2025 Nita M. Lowey 21st Century Community Learning Centers, Cycle 11, Year 4 Program Guidelines.
- The applicant provides assurance to adhere to the agreed-upon plan in the original approved grant application and subsequent amendments as appropriate.
- The applicant provides assurance to strategically address the needs and gaps in community resources that drive improvements in academic and developmental outcomes at the center level.
- The applicant provides assurance to continue and plan partnerships that contribute to achieving stated objectives and sustaining the program over time.
- The applicant provides assurance to intentionally design program activities designed to increase performance on the stated statutory performance measures.
- The applicant provides assurance to implement best and evidence-based practices to provide educational and related activities that will complement and enhance academic performance, achievement, and positive youth development of the students.
- The applicant provides assurance to implement strategies that improve student academic achievement, campus academic achievement and overall student success.
- The applicant provides assurance to disseminate information about the learning center, including its location, to the community in a manner that is understandable and accessible.
- The applicant provides assurance to operate a system that allows students participating in the program to travel safely to and from the center and home.

2: Statutory/Program Assurances (Continued)

The following assurances apply to this grant program. In order to meet the requirements of the grant, the grantee must comply with these assurances.

- The applicant provides assurance to combine or coordinate with federal, state and local programs to make the most effective use of public resources.
- The applicant provides assurance to use volunteers in activities carried out through the learning center, if applicable.
- The applicant provides assurance to implement the plan for how the community learning center will continue after funding ends.
- The applicant provides assurance the program will take place in a safe facility that is properly equipped and accessible to participants and family members.
- The applicant provides assurance that the proposed program was developed, and will be carried out, in active collaboration with the schools that participating students attend, including through the sharing of relevant data among the schools, all participants of the eligible entity, and any partnership entities in compliance with applicable laws relating to privacy and confidentiality and in alignment with the challenging state academic standards and any local academic standards.
- The applicant provides assurance that the program will target students who primarily attend schools eligible for schoolwide programs under ESEA as amended by Section 1114, and the families of such students.
- The applicant provides assurance that they will adhere to the level of services in the approved application and in the agreed-upon center operation schedules and will provide those services to eligible students through this and all continuation and renewal grant periods, as applicable. Applicant acknowledges that proposed amendments that reduce the level of services to below the Year 1 awarded application will be approved only in extreme or unusual circumstances and that failure to adhere to service levels and student targets will result in reduced funding during the subsequent continuation grant period. Grant funds remaining unexpended at the end of the expenditure reporting period for the grant award will not be made available by TEA to supplement continuation grant awards.
- The applicant provides assurance that services will be provided at no cost to participants. Grantees are prohibited from collecting fees, including late pickup fees or any other fee.
- The applicant provides assurance that activities will always be supervised by qualified staff at adult to student ratios that meet or exceed TEC Chapter 25, Subchapter D requirements or other state required ratios as applicable. Lower ratios are encouraged.
- The applicant provides assurance that center-level activities will be a minimum of 45 consecutive minutes in length and planned for each hour that a center is operating. Activities will be intentionally designed to address student academic and developmental needs and student voice, aligned with state standards and developed using a planning tool such as the Texas ACE Activity/Unit and Lesson Plan Worksheet. Activities will reflect each of the following four components during each term: academic assistance, academic enrichment, family and parental support, and college and workforce readiness. College and workforce readiness activities are required only for grades 9-12 and are allowed for other grades as appropriate.
- The applicant provides assurance that services for students and families will begin no earlier than the grant start date of August 1, 2024 and no later than September 3, 2024, unless specifically approved by TEA.

2: Statutory/Program Assurances (Continued)

The following assurances apply to this grant program. In order to meet the requirements of the grant, the grantee must comply with these assurances.

- The applicant will adhere to a TEA-approved schedule that meets or exceeds program service requirements at each center and that provides a consistent and dependable schedule of weekly activities for all students enrolled. Time dedicated to program activities for adult family members will not count toward student programming. Failure to adhere to the agreed-upon operating schedule will result in reduced funding during subsequent continuation grant period prorated for the time missed against the center-level budget(s).

The applicant agrees to implement an approval operation calendar for each center. Specifically, each center schedule shall meet or exceed the following minimum operating schedule:

- A minimum of 34 weeks per year across all terms, including summer. TEA will count only the weeks in which a center offered the minimum number of hours-per-week toward the 34-week total. Make-up hours will be credited. The week runs from Sunday through Saturday.
- A minimum of five days per week for the fall and spring terms.
- A minimum of 15 hours per week (applicants should not propose to offer more than 20 hours of programming per week). Note: Transportation time that exceeds 30 minutes per-day shall not be counted towards minimum hours-per-week of programming.
- A minimum of five weeks and six hours per day, four days per week during the summer term. Continuous weeks are not required.
- Programs that operate for students that attend a campus that offers extended year scheduling can provide the required summer program during summer and intersession breaks.

- The applicant provides assurance that academic, academic enrichment, accelerated learning, and tutoring activities will align with the regular school day program and state standards. Enrichment activities will enhance the academic-related activities of the regular day and/or be aligned with a documented student or campus need.
- The applicant provides assurance that all activities will occur at an approved center or, on a limited and pre-approved basis, at an adjunct site or during an approved field trip. Activities at a non-approved location, such as a feeder school, are unallowable and will not be charged to the grant.
- The applicant provides assurance they will offer families of students served by the program opportunities for active and meaningful engagement in their children's education and opportunities for literacy and related educational development. Family activities will be designed to meet the identified needs of each center's families and students; the needs of working families will be specifically addressed. Activities will be ongoing and consistently available throughout each term. The number of family members served will be proportional to the targeted number of students.
- The applicant provides assurance that all required staff positions will regularly participate in training and other opportunities offered by the Texas ACE program. In addition, the grantee will regularly provide program-specific in-person training to center-level staff and will document the content and attendance of training events.
- The applicant provides assurance that it will regularly engage with a Steering Committee of stakeholders, new or existing, charged with providing continuous feedback and involvement to increase community awareness and program quality, evaluate program effectiveness, and inform operations and sustainability plans. Membership will be diverse and qualified to support efforts to increase quality and visibility of the program in the community.

2: Statutory/Program Assurances (Continued)

The following assurances apply to this grant program. In order to meet the requirements of the grant, the grantee must comply with these assurances.

- ☐ The applicant provides assurance that local grant programs will include the Texas ACE logo in all outreach and communication materials and the grantee will comply with Texas ACE branding guidelines.
- ☐ The applicant provides assurance to adhere to the Texas 21st Century Student Tracking (Tx21st) system data reporting requirements Grantee Profile, Funding, Contacts, Partner, Center Profiles, Center Contacts, Center Operations, Feeder Schools, Activities, and Schedule data will be entered in August and will be updated as changes in any of the data occur. Center Operations data will be updated at the beginning of each term. Data entered in the system must support the approved application and operating schedule.
  - ■ Participant and enrollment data will be entered in August or September, depending on the center schedule.
  - ■ Attendance data will be entered daily or weekly
  - ■ Exception reports and data corrections will be completed and reviewed by the project director.
  - ■ Grantee will coordinate with the school district to collect and enter school day attendance and grades data into Tx21st.
- ☐ The applicant provides assurance to participate in required state activities and submit required data for the state evaluation, compliance monitoring, continuous quality and capacity development, and technical assistance.
- ☐ The applicant provides assurance to comply with any program requirements written elsewhere in this Request for Application.

Regular Board Meeting			**6. E. 6.**
Meeting Date:	April 16, 2025		
Title:	Schools Division ABS East Annual Contracts FY25: YES Prep (2)		
Submitted For:	Charles Ned, Schools	**Submitted By:**	Denise Alamos
Recommended Action:	Ratify	**HCDE Goal(s):**	1. Impact education/respond to evolving needs 2. Deliver value responsibly 4. Provide cost savings by leveraging tax dollars 5. Recruit high-quality professionals
Additional Resource Personnel:	Jonathan Parker, Dr. Charles Ned, Dr. Jesus Amezcua, Inga Ash	**Facilities/Technology Approval Needed?:**	None

Information

Posted Agenda Item:

Consider ratification of the Interlocal (Revenue) Agreement for FY2025 in the aggregate amount of $47,600 with ABS East and the following district: YES Prep Public Schools for two (2) in-county annual contracts ($23,800 each) for FY 2025 for the period of 08/26/2024 through 06/05/2025.

Subject:

Ratification of the Interlocal (Revenue) Agreement for FY2025 in the aggregate amount of $47,600 with ABS East with the following district(s): YES Prep Public Schools for two (2) in-county annual contract in the amount of $47,600 ($23,800 each) for FY 2025 contract period of 08/26/2024 through 06/05/2025.

Rationale:

Entity	Description	Contract Period	Total
YES Prep Public Schools	Annual Contract (2) In-County ($23.800 each)	08/26/24-06/05/25	$47,600
Aggregate Amount			**$47,600**

Fiscal Impact

Included in FY budget Y/N: Y

Included in current budget amendment Y/N: N

Attachments

FY25 ABSE Annual Contract-YES Prep PS-2 $47,600 BA4.16.24

Form Review

Inbox	Reviewed By	Date
Purchasing	Inga Ash	03/26/2025 11:51 AM
Purchasing Director	Edna Johnson	03/26/2025 05:14 PM
Assistant Superintendent - Business	Jesus Amezcua	04/02/2025 06:11 PM
Form Started By: Denise Alamos		Started On: 03/21/2025 04:11 PM
Final Approval Date: 04/02/2025		

Docusign Envelope ID: AEE7962C-2D8A-44D5-9068-3A5D17DAE416

Harris County Department of Education

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

2024-2025 ANNUAL CONTRACT

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

1. **Term.** This Contract is for the term of **August 26, 2024,** through **June 5, 2025.** During said term, HCDE agrees to provide services described herein for **two (2) total: Adaptive Behavior Program/LIFE Skills Program** unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the **YES**.

2. **HCDE Responsibilities.**
   a) HCDE agrees to provide specialized facilities and certified/licensed personnel necessary to provide educational, instructional, and counseling services to the student(s) placed at ABS EAST in accordance with applicable law and during the days and times set forth by ABS EAST. HCDE may perform the services contracted for herein by using its own employees or independent contractors. HCDE will use its best efforts to provide the necessary specialized facilities and properly certified/licensed personnel in accordance with applicable law.
   b) HCDE agrees to furnish the **YES** with a monthly statement of student(s) attendance. HCDE agrees to furnish **YES** with documentation of restraints within two (2) HCDE school days. HCDE will provide documentation of restraint procedures upon request by **YES**.
   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 **YES** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the **YES**.

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

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"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 **YES** expressly agree that: (1) the services/functions to be provided by HCDE are services/functions for which **YES** would otherwise use its own employees; (2) both Parties have been determined to meet the criteria set forth in **YES's** annual notification of FERPA rights for being school officials with legitimate educational interests in the Student Records; (3) **YES** is under HCDE's direct control with respect to **YES's** access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; (4) HCDE is under **YES'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 **YES** and recommended for services as described herein. The ARD Committee of **YES** has affirmed the classification and approved the recommendation of such contracted services.

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

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

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

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

8. **Local Education Agency.**
Student(s) receiving services from HCDE pursuant to this Contract remain enrolled in **YES** and are considered students of **YES** 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

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any eligible **YES** student is provided a free appropriate public education ("FAPE") while receiving services from HCDE. **YES** 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 **YES** student placed at HCDE, **YES** recognizes and acknowledges that HCDE is not the LEA or Recipient for the **YES** student and is in no way liable to the student, parent, or **YES** under the IDEA, Section 504, or other applicable law.

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

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

   - 50% of annual total amount due will be invoiced in **September 2024**
   - 50% of annual total amount due will be invoiced in **January 2025**

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

   - $6,300 in-county tuition rate times number of ESY students enrolled.
   - 100% of ESY total amount due will be invoiced in **July 2025.**

   a) In the event that **YES** makes a payment to HCDE with a credit card, **YES** 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) **YES** 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 **YES**_____ (federal, state or local) funds. The parents of the student(s) shall not be charged for the services contracted under this Contract.

10. **YES Liaison.** **YES** shall appoint a qualified liaison to communicate on behalf of **YES** with HCDE representatives. The liaison shall be knowledgeable in no less than the student(s)'s educational and disciplinary records; ABS EAST programs, policies, and procedures; and special education law, policies, and procedure, if appropriate. The **YES** liaison shall make best efforts to assist ABS EAST representatives in providing services to students, including, but not limited to, acquiring information regarding the student(s), assessing best placement, and communicating with **YES** 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 **YES** . If HCDE exercises such termination right, HCDE shall have no obligation to refund to **YES** the amount of any pre-paid fees for any period following the effective date of such termination.
   b) Both Parties may terminate this Contract with or without cause by mutual written agreement.
   c) Upon the effective date of termination or expiration of this Contract, except as otherwise explicitly stated herein, the Parties shall have no obligations to the other Party under this Contract. Student(s) in attendance at ABS EAST at the time of termination or expiration of this Contract will return to **YES** . All Student Records maintained by HCDE during the duration of providing services to the student will be provided to **YES** within ten (10) business days following the date of termination or expiration, at the written request of **YES** .

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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. **YES** agrees not to discriminate against any employee, student(s), or other person or party in the performance of this Contract, with respect to placement at ABS EAST, services to be provided, conditions and privileges of employment, or a matter directly or indirectly related to age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification), race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.

13. **Assignment.** Neither this Contract nor any duties or obligations under it shall be assignable by either Party without the prior written acknowledgment and authorization of the other Party.

14. **Notice.** Any notice provided under the terms of this Contract by either Party to the other shall be in writing and shall be deemed sufficient forty-eight (48) hours after being deposited in the regular mail as certified mail, return receipt requested, if such notice is addressed to the party to be notified at such Party's address as set forth below:

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

    YES
    Attention: Mark DiBella, Chief Executive Officer
    5455 South Loop East,
    Houston, TX 77033

    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. **YES** 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. **YES** agrees that HCDE has no responsibility for any conduct of **YES** or **YES'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

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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 **YES** 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 **YES** .

DocuSigned by:
Amanda Rawlings
2AE07A17A0DD9400...

February 27, 2025 | 12:18:35 CST

District School Superintendent/Designee — Date

Harris County School Superintendent/Designee — Date

For HCDE Office use only: Revenue Account No. 19950060100131 57250000 **ABS EAST**

Regular Board Meeting			**6. E. 7.**
Meeting Date:	April 16, 2025		
Title:	Ratification CASE for Kids Partnership grant for FY 2025 Interlocal Agreement with Sheldon Independent School District.		
Submitted For:	Lisa Caruthers, Case for Kids	**Submitted By:**	Kimberlee Flowers
Recommended Action:	Ratify	**HCDE Goal(s):**	3. Advocate for learners through innovation
Additional Resource Personnel:	Danielle Bartz, Dr. Lisa Caruthers, Dr. Jesus Amezcua, Dr. Edna Johnson, and Inga Ash	**Facilities/Technology Approval Needed?:**	None

Information

Posted Agenda Item:

Consider ratification of the Interlocal (Expenditure) Agreement for FY 2025 CASE for Kids Partnership grant, for the period of 10/01/2024 through 07/31/2025 in the amount of $30,000, with the following entity: Sheldon Independent School District (80 students served).

Subject:

Ratification of CASE for Kids Partnership grant for FY 2025 Interlocal with Sheldon Independent School District.

Rationale:

The CASE for Kids Partnership Project invests in comprehensive after-school programs that promote social and emotional learning skills (SEL), increased support of numeracy and literacy development for economically disadvantaged students between the ages of 4 and 12 or up to the age of 19 with a documented disability. The CASE Partnership Project is the result of collaboration between HCDE, the Houston-Galveston Area Council (H-GAC), the Texas Workforce Commission (TWC) and awarded sites. HCDE commits local funds to supplement comprehensive afterschool programming. HCDE and site match dollars activate a commitment of federal childcare funds for quality improvement for school-age youth through TWC. This allows HCDE to provide a variety of resources to selected sites such as: site visits, training, and access to curriculum and materials through a free lending library. The following school districts and schools are recipients of the Partnership Project grant for the 2024-2025 school year:

?

District	School	Amount	# Students Served
Sheldon	**C.E. King Middle School**	**$30,000**	**80**

Fiscal Impact

Attachments

Form Review

Inbox	Reviewed By	Date
CASE	Lisa Caruthers	03/24/2025 01:06 PM
Purchasing	Inga Ash	03/24/2025 04:14 PM
Purchasing Director	Edna Johnson	03/26/2025 09:53 AM
Assistant Superintendent - Business	Jesus Amezcua	04/02/2025 06:11 PM
Form Started By: Kimberlee Flowers		Started On: 03/21/2025 12:47 PM
Final Approval Date: 04/02/2025		

INTERLOCAL AGREEMENT

BETWEEN

HARRIS COUNTY DEPARTMENT OF EDUCATION

AND

SHELDON INDEPENDENT SCHOOL DISTRICT

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Agreement ("Agreement") is entered into by and between Harris County Department of Education ("HCDE") and Sheldon Independent School District ("District") for the purpose of providing after-school or summer educational program(s).

I. PURPOSE

The District agrees to provide an after-school or summer program(s), which must include activities to support language literacy and numeracy development and promote social and emotional learning skills (SEL) during out-of-school time hours ("after-school or summer program(s)") to students four to twelve years of age or up to the age of 19 with a documented disability. Students meeting these age requirements are referred to herein as "eligible students."

II. TERM

This Agreement shall be for the period beginning October 1, 2024, and ending July 31, 2025, and is subject to the receipt of sufficient funds from HCDE.

III. AFTER-SCHOOL AND SUMMER PROGRAM DESCRIPTION AND REQUIREMENTS

A. The District agrees to provide after-school or summer program(s) to eligible students in accordance with all applicable local, state, and federal laws and regulations, including, without limitation, those promulgated by the Texas Workforce Commission ("TWC") and/or Gulf Coast Local Workforce Board. The District agrees to abide by all of the policies and procedures in the Center for Afterschool, Summer, and Enrichment (CASE for Kids) Manual, which is incorporated by reference into this Agreement. The District agrees to abide by all of the guidelines developed by HCDE in furtherance of this Agreement.

The District agrees to provide facilities and personnel necessary to provide quality improvement activities in the after-school or summer program(s) to eligible students. The District will provide the afterschool or summer program(s) at the following school(s) under RFP# 24/035IA: **C.E. King Middle School**. Activities in the after- school or summer program(s) will adhere to those approved and agreed upon in the District's application form filed with HCDE.

B. The District will serve the number of students and operate the number of weeks, days and hours as outlined in the application filed with HCDE. The District agrees to inform HCDE of any changes in the hours of the program(s), the ages of children served, holidays, the name of the contact person, or any other changes to the after-school or summer program(s) at least three weeks prior to any changes through appropriate amendment forms.

C. The District agrees to ensure that each program designates a program liaison, that program staff participate in a program self-assessment process using a CASE for Kids provided tool and that designated program site staff attend CASE for Kids' Project meetings and a minimum of two (2) CASE sponsored or approved trainings per semester for a total of no less than four (4) CASE sponsored or approved trainings per school year.

D. The District agrees to incorporate specific curriculum and field experiences provided by CASE for Kids into the program.

E. HCDE agrees to provide a CASE for Kids Registration form for use in program enrollment. The District agrees to use the provided form as it currently exists or may be revised by HCDE/CASE in the future. The District further agrees to affirm enrollment of students and provision of services by ensuring that a completed CASE for Kids registration form is authorized for each child enrolled in the program by the child's parent/guardian.

F. The District agrees to track and maintain daily attendance records for students enrolled in programs. These records must be submitted to Center for Afterschool, Summer and Enrichment (CASE for Kids) on by the 3rd of each month, utilizing the tracking system provided by Center for Afterschool, Summer and Enrichment.

G. The District agrees to expend funds received from HCDE to support language literacy and numeracy development within existing comprehensive after-school or summer program(s). Expenditures must result from activities allowable under applicable TWC rules, including TWC rule § 809.16. The District agrees to submit quarterly certification of total expenditures for such program(s), certifying that (a) expenditures have resulted from activities allowable under applicable TWC rules, including TWC rule § 809.16, and (b) expenditures funded through district funds have been expended for service delivery to eligible students in the program. The District agrees to provide this certification on the form attached hereto as Exhibit B. The District shall maintain its records and accounts in a manner that shall assure a full accounting of all expenditures paid for with both funds received from HCDE and local site matching funds relating to this Agreement. The District agrees to provide at minimum 75% in-kind or cash match to the total amount of funding. The District may use parent fees, local tax dollars, and federal grant funds, excepting Title 1 funds, as its local site matching funds for the program(s) operated in accordance with this Agreement. The District agrees to submit a monthly itemized report of all expenditures for the afterschool or summer program(s) funded by local site matching funds. The District agrees to provide this itemized expenditure report on the form attached hereto as Exhibit B. The District agrees to submit Exhibits B and C to HCDE by the 15th day of each month. The District's records and accounts shall also be retained by the District and made available for audit by HCDE, the Texas Workforce Commission, Gulf Coast Local Workforce Board, and/or representative(s) of those entities for a period of not less than three (3) years after the expiration or termination of this Agreement. If an audit has been announced, the District shall retain its records and accounts until such audit has been completed.

H. The District further agrees that it will comply with all terms and conditions of the U.S. Department of Health and Human Services Child Care and Development Fund grant/contract awarded to HCDE, passed through the Texas Workforce Commission/Gulf Coast Workforce Solutions Board, including all applicable laws, rules, and regulations that govern the award/contract and administration of the grant/contract. Those regulations include, but are not limited to, applicable regulations pertaining to reporting, regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Contract, and regulations pertaining to copyrights and rights in data. The District certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances in the attached certifications, which are incorporated herein by reference.

I. The District acknowledges and agrees that it is solely responsible for all costs, wages, expenses, and fees associated with or arising from the operation of its afterschool or summer program(s).

J. The District agrees to cooperate with evaluation of the program(s) by providing such records as STAAR scores, grades, regular school day attendance, and conduct, for eligible students in the afterschool or summer program(s) to HCDE, as well as survey results, within a reasonable time after a request by HCDE.

K. The District may use the funds from HCDE to enhance existing after-school or summer program(s), but the payments from HCDE should not replace funding for an existing after-school or summer program(s).

L. The District agrees to obtain and assess criminal history record information for each employee, contractor, or volunteer used in the afterschool or summer program(s) and to use only those persons fit to work with students. Noncompliance or misrepresentation regarding these certifications may be grounds for termination of this Agreement.

M. The District will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), The Americans with Disabilities Act of 1990 (Public Law 101-336), The Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, the District agrees to comply with Title 40, Chapter 73, of the Texas Administrative Code. These provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

N. The District will not discriminate against children with disabilities. The District will also not discriminate against children with AIDS. The District will comply with the Health and Safety Code Section 85.113 by adopting and implementing HIV/AIDS workplace guidelines for employees and clients; by providing educational programs for employees and clients; and, by developing and implementing guidelines regarding confidentiality of HIV/AIDS related medical information for employees and clients served.

O. The District will comply with the requirements of The Immigration Reform and Control Act of 1986 regarding employment verification forms for any individuals hired on or after November 6, 1987, who will perform any labor or services under this agreement.

P. The District further agrees that it will comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protections Agency regulations (40 CFR part 15), and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Q. The District agrees that the certifications and agreements included in the HCDE Vendor Certification Forms, attached hereto as Exhibit D and incorporated by reference in the agreement for all purposes, is true and correct.

IV. COMPENSATION AND FUNDING

Subject to the following paragraph, HCDE will reimburse sites up to the individual grant award amount based on expenditures for activities to support language literacy, and social emotional learning within existing comprehensive after-school or summer program(s). District agrees to provide at a minimum 75% in-kind or cash match to the total amount of HCDE funding. Certification and itemization of expenditures must be received by HCDE in accordance with Section III (B) and (C) in order to receive award funds for the entire project period. Allowable match funds include parent fees, local tax dollars, foundation/grant funds and Federal funds excluding Title 1. Allowable in-kind sources include: facility, school supplies, transportation provided by the District. All matching contributions using federal funds require prior review and approval of the source.

SCHOOL NAME (RFP #24/035IA)	**AWARD AMOUNT**
C.E. King Middle School	$30,000

HCDE will pay the District upon receipt of sufficient funds. The District waives any statutory right to interest the District may have under Chapter 2251 of the Texas Government Code.

In addition to the certification and itemization of expenditure reports required by Section III(F), the District shall also submit monthly invoices by the 15th of each month to HCDE. If HCDE determines, in its sole discretion, that any site of the District is out of compliance, HCDE may withhold funding for the month(s) that the site is out of compliance. For purposes of withholding funding, "out of compliance" means that the site is (1) not serving the required number of eligible students; (2) not operating the required number of weeks, days, or hours; (3) not providing sufficient language literacy and numeracy development activities in the program; or (4) not complying with any provision of this Agreement or applicable law, rule, regulation, policy, or procedure.

Additionally, if HCDE, TWC, or any other governing entity determines that the District's certification or itemization of expenditure reports are disallowed and HCDE must return funds to TWC or any other governing entity, the District shall reimburse/refund HCDE for the total amount of such funds.

Notwithstanding anything to the contrary in this Agreement, HCDE's obligation to pay as stated above is expressly contingent upon HCDE receiving local, state, and/or federal funds, if any, ("funds") designated for child care services that are sufficient to satisfy all obligations to other Districts with which HCDE contracts to provide after-school or summer programs. In the event HCDE does not receive those funds or sufficient funds, HCDE may terminate this Agreement and will not be responsible for paying the District the amount specified above or for any of the costs of the afterschool or summer program(s) provided by the District.

V. PIGGYBACKING ON HCDE-PROCURED CONTRACTS

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 for Kids Afterschool and Summer Direct 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 District elects to piggyback off of one of HCDE's contracts with CASE for Kids Afterschool and Summer Direct Service Providers, the District shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to the District for use of HCDE contracts with Direct Service Providers. The District shall make payments directly to vendors/Direct Service Providers. The District 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 District 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 District and the vendor. HCDE is not responsible or liable for the performance of any vendor used by the District as a result of this Agreement or the District's piggybacking off of one of HCDE's contracts with Direct Service Providers.

VI. RELATIONSHIP

It is understood and agreed that the District is an independent contractor. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between HCDE and any employee or agent of the District. The Agreement does not create a joint venture or business partnership under Texas law.

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

VII. STUDENT RECORDS

To the extent that HCDE will come into possession of the District's student records and information, and to the extent that HCDE will be involved in the survey, analysis, or evaluation of students, incidental to this Agreement, HCDE agrees to comply with all applicable requirements of the Family Educational Rights and Privacy Act. In the event that the District or HCDE is in possession or custody of recorded information of the other party that is the subject of the Texas Public Information Act, the recorded information will be promptly provided to the other party upon request in the event the District or HCDE is obligated to disclose such information pursuant to the Public Information Act.

VIII. TERMINATION

This Agreement may be terminated by either party without cause with thirty (30) days advance written notice. HCDE may by written notice at any time, terminate this Agreement if the District fails to comply with any provision of this Agreement. HCDE may also terminate this Agreement as provided in Section IV.

IX. LOCAL FUNDS

Any local funds expended will be from current revenues available to the paying party.

X. AUTHORIZATION

Each party acknowledges that this Agreement has been authorized by the governing body of each party to the Agreement.

XI. NOTICE

Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attention: Mr. James Colbert, Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022

Sheldon Independent School District
Attention: Dr. Demetrius McCall
Superintendent of Schools
11411 C.E. King Parkway
Houston, Texas 77044

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

XII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

XIII. VENUE

The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Harris County, Texas.

XIV. ENTIRE AGREEMENT

This Agreement, the RFP solicitation issued by HCDE, and the District's proposal/application submitted in response to HCDE's RFP solicitation, and the attached and incorporated addendum or exhibits, if any, 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 RFP solicitation issued by HCDE or the District's proposal/application submitted in response to HCDE's RFP solicitation, this Agreement shall control. In the event of a conflict between the RFP solicitation issued by HCDE and the District's proposal/application submitted in response to HCDE's RFP solicitation, HCDE's RFP solicitation shall control.

XV. AMENDMENT

This Agreement may be amended only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this Agreement.

XVI. ASSIGNMENT

Neither this Agreement nor any duties or obligations under it shall be assignable by the District without the prior written acknowledgment and authorization of HCDE.

XVII. DEBARMENT AND SUSPENSION

Pursuant to 7 C.F.R. 3017, during any period in which a person is suspended, debarred, proposed for debarment, ineligible, or voluntarily excluded from eligibility for covered transactions by any Federal department or agency, that person shall be excluded from any and all work hereunder that is considered a covered transaction including, but not limited to, participation in any HCDE Program or purchase of any goods or services from HCDE. Generally, work that is expected to equal or exceed the Federal procurement small purchase threshold as defined in 7

C.F.R. 3017.110 (currently $100,000) is considered a covered transaction. With respect to work hereunder that is considered a covered transaction, the District agrees to comply with any and all requirements of 7 C.F.R. 3017 including, but not limited to, obtaining and/or providing the certification and providing immediate written notice upon discovery of any errors in a certification previously obtained and/or provided, as necessary for such compliance. The District acknowledges that, with respect to debarment and suspension, Federal law may impose additional, more specific, and/or more restrictive requirements for certain work hereunder that is considered a covered transaction; the District agrees to comply with any and all such requirements.

XVIII. CONFLICT OF INTEREST

HCDE is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. A conflict of interest exists in the following situations:

1) If the vendor has an employment or other business relationship with a local government officer of HCDE or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
2) If the vendor has given a local government officer of HCDE, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
3) If the vendor has a family relationship with a local government officer of HCDE.

XIX. 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.

XX. BENEFIT FOR SIGNATORY PARTIES ONLY

Neither this Agreement, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

Executed this _____day of _____of the year 2024.

Harris County Department of Education	Sheldon Independent School District
_____	_____
Mr. James Colbert, Jr. County School Superintendent	Dr. Demetrius McCall Superintendent of Schools

Exhibit B

Harris County Department of Education
CASE for Kids
Partnership Project
Expenditure Report & Certification Match Monthly Report
October 31, 2024
Invoice #: P13_10.31.2024

NAME OF DISTRICT	NAME OF SCHOOL

CONTACT	TELEPHONE

SECTION I	
Provide Match Certification Source	

SECTION II - REPORT OF EXPENDITURES FOR PERIOD		(A) Monthly Expenditures	YTD Expenditures	(B) Monthly Certification	YTD Certification
Personnel	(+)	$ -	$ -	$ -	$ -
Contracted Services	(+)	$ -	$ -	$ -	$ -
Supplies and Materials	(+)	$ -	$ -	$ -	$ -
Travel	(+)	$ -	$ -	$ -	$ -
Other Operating Costs	(+)	$ -	$ -	$ -	$ -
Capital Outlay	(+)	$ -	$ -	$ -	$ -
Net Expenditures This Reporting Period	(=)	**$ -**	**$ -**	**$ -**	**$ -**

Page 1

SECTION III - REIMBURSEMENT SUMMARY		
Total Grant Award Amount	(+)	$ 40,000.00
Expenditures YTD	(-)	$ -
Unexpended Balance of Award	(=)	**$ 40,000.00**

CERTIFICATION: I hereby certify that this report consisting of Sections I, II, and III is true and correct and that funds have been expended according to the approved interlocal agreement.

Site Coordinator	Signature	Date
Site Principal/Director	Signature	Date
District/Organization Office Representat	Signature	Date
District/Organization Grant Accountant	Signature	Date

For CASE for Kids USE ONLY

CASE for Kids Accountant	Signature	Date
Sign Here		
CASE for Kids Program Coordinator	Signature	Date
CASE for Kids Budget Manager	Signature	Date

Harris County Department of Education
Partnership Project Requirement Match Certification

Agencies must certify that funds received through the CASE Partnership Project Quality Improvement program have been expended in accordance with the current Interlocal Agreement and all applicable local, state, and federal laws and regulations, including, without limitation, those promulgated by HCDE, the Texas Workforce Commission ("TWC"), and the Gulf Coast Local Workforce Board. This report certifies that (a) expenditures have resulted from activities allowable under applicable TWC rules, including TWC rule 809.16, and (b) funds received from HCDE have been expended for (1) quality improvement activities in the after-school program(s); and (2) service delivery, including language literacy and numeracy development.

Listed Below and Submitted Through:	
Organization: Harris County of Education (HCDE)	HCDE Contact: Brandi Nichols
HCDE Address: 6300 Irvington Blvd.	Phone #: 713-696-2128
Houston, TX 77018	
Partnership Site Information:	
District/Site:	Contact:
Address:	Contact Phone #:
State/Zipcode:	

Date:	Organization Tax ID #

	Month Period	Expenditures
1	October	$0.00
2	November	$0.00
3	December	$0.00
4	January	$0.00
5	February	$0.00
6	March	$0.00
7	April	$0.00
8	May	$0.00
9	June	$0.00
10	July	$0.00
11	August	$0.00
	Year to Date Certification	$0.00

* Type of Pledge: (C) Certification

Certification of Child Care Expenditures

Certified Local Share:		
	Quality Improvement	$ -
	Agreed Match Amount	$0.00
	Remaining Balance	$0.00

40 TAC §809.16

Certification Time Period:

The certified expenditures are to be used as state matching funds to draw available federal matching funds as authorized in the Child Care and Development Fund (CCDF) regulations at *Title 45 CFR §98.53* . By signing below, the public entity named above certifies that the funds specified above:

1. are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds;
2. are not used to match other federal funds;
3. represent expenditures eligible for federal match; and
4. do not represent expenditures for public prekindergarten programs as referenced in *Title 45 CFR §98.53(h)* of CCDF regulations.

Signature - Authorized District/Organization Administrator

Date

Printed Name - Authorized District/Organization Administrator

Title

Send the signed certification form and back-up documentation to:

Harris County Department of Education
c/o CASE for Kids
6300 Irvington Blvd.
Houston, TX 77022

Regular Board Meeting **6. E. 8.**

Meeting Date:	April 16, 2025		
Title:	CASE for Kids CASE Debates Interlocal FY25 Aldine ISD and Yes Prep Public Schools.		
Submitted For:	Lisa Caruthers, Case for Kids	**Submitted By:**	Lisa Caruthers
Recommended Action:	Ratify	**HCDE Goal(s):**	1. Impact education/respond to evolving needs 2. Deliver value responsibly 4. Provide cost savings by leveraging tax dollars
Additional Resource Personnel:	Danielle Bartz, Dr. Lisa Caruthers, Dr. Jesus Amezcua, Dr. Edna Johnson, Inga Ash	**Facilities/Technology Approval Needed?:**	None

Information

Posted Agenda Item:

Consider ratification of Interlocal (Expenditure) Agreements for CASE for Kids Project CASE Debates in the aggregrate amount of $20,000 for FY 2025, for the period of 09/16/2024 through 08/31/2025 with the following entities: Aldine Independent School District in the amount of $17,500; and YES Prep Public Schools-Southwest in the amount of $2,500 (a maximum of 200 students served).

Subject:

Approval of CASE for Kids Debate Project for FY 2025 Interlocal Agreements.

Rationale:

The 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:

District	Schools	Amount	# of Students	Amended
Aldine ISD	MacArthur HS, Eisenhower HS, Eisenhower 9th grade,Nimitz HS, Avalos P-Tech, Carver HS, Blanson CTE	$17,500	175	
YES Prep Public Schools	Southeast	$2,500	25	

Fiscal Impact

Attachments

Yes Prep SE
Aldine ISD

Form Review

Inbox	Reviewed By	Date
CASE	Lisa Caruthers	03/24/2025 01:06 PM
Purchasing	Inga Ash	03/24/2025 03:45 PM
Purchasing Director	Edna Johnson	03/25/2025 11:22 AM
Assistant Superintendent - Business	Jesus Amezcua	04/02/2025 06:11 PM
Form Started By: Kimberlee Flowers		Started On: 03/21/2025 11:37 AM
Final Approval Date: 04/02/2025		

HARRIS COUNTY DEPARTMENT OF EDUCATION

CONTRACT PROCESSING FORM (CPF)

Contract requires approval from: **Superintendent** ☐ **Assistant Superintendent** ☒

SECTION 1 – CONTRACT INFORMATION

Funding Division	Today's Date	# Original Contracts	Expenditure/Revenue Budget Account Code (20 digits)
CASE	2/25/25	1	19951144399922-62990000

Contracting Party	RFP # (if applicable)	Is Contracting Party an Employee of HCDE? If yes, which division?
YES Prep Public Schools (Southeast)	N/A	☒ No ☐ Yes, Division:

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 Year	HCDE Contract?	Term		
Interlocal	2024-2025	Yes (HCDE Contract)	From:	09/16/2024	08/31/2025

SECTION 2 – CONTRACT TYPE

Expenditure contract less than $75,000 (Check if Board Approval is Required) — Amount: $2,500.00

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

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

SECTION 4 – CONTRACT REVIEW CHECKLIST

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

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

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

Exceptions Found? Click here to select one.

☐ This contract was reviewed by Purchasing.

☐ This contract was reviewed by Technology _____ (initials)

☐ This contract was reviewed by Facilities _____ (initials)

SECTION 5 – REQUIRED 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.***

___x_____ ***will NOT have direct, unsupervised contact with students on a regular basis.***

Employee Completing this form	Date	Funding Division Director's signature	Date
Isaac Hayes	02/25/2025 Feb 25, 2025	T. Finley Sia Caruthers (Feb 25, 2025 16:37 CST)	Feb 25, 2025 Feb 25, 2025

FOR PURCHASING DIVISION USE ONLY:

Contract Reviewer: Date:

☐ Vendor Packet ☐ Form 1295 ☐ Vendor Certification ☐ Resume ☐ EICC Checklist ☐ SAM's Check (Debarred ☐Yes ☐ No)

☐ Board Action Item – ☐ Revenue ☐ Expenditure ☐ Grant ☐ ILC
☐ Board Information Item Date: _____
☐ Contract Approved by Board Date: _____
☐ Contract Signed by Superintendent Date: _____
☐ Expenditure Contract (For Approval Only) Date: _____

☐ Signed by Assistant Superintendent Date: _____
☐ Returned to Division or: _____
Date Returned: _____
☐ Additional Signatures Required – Return one original to Purchasing when obtained

NOTES:

Interlocal Agreement
between Harris County Department of Education
&YES Prep 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 Prep 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. Term. This Agreement shall be for the period beginning **September 16, 2024** and ending **August 31, 2025**. 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. Compensation and Funding. Subject to the following paragraphs, HCDE will pay the CHARTER an amount not to exceed **$2,500.00** for providing the CHARTER's CASE Debates program 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 **$2,500.00** 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 to receive payment of the Coach's Supplemental

Duty Pay. HCDE requires that all teachers attend CASE Debates affiliated events to receive credit for the teacher stipend. Physical copies of attendance records are required for data management. These individual campus responsibilities are not to be shared amongst affiliated participating schools in CHARTER. 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 3, 2025**, 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. Agreement. 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 **$2,500.00** per campus;

II. **For in-person events provide transportation to a maximum of (1) CASE Debates sponsored seminar.**

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 (Location and Date TBD) 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 in Des Moines Area, Iowa – Centennial Year **June 15, 2025 through June 20, 2025**

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, 2024 – May 1, 2025**; classes may continue through the Spring 2025 semester in preparation of CASE Debates approved national qualifying tournaments and summer camp;

III. **CHARTER agrees to provide transportation to participating schools to CASE Debates tournament programming**

IV. 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 (25) students per participating campus may participate with HCDE's prior written consent;

V. 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;

VI. Be available to serve as a CASE Debates Tournament judge if and when needed; refusal to do so will result in a reduction of coach stipend by 20%.

VII. 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, using the HCDE forms as they currently exist or may be amended in the future;

VIII. Comply with all CHARTER procedures for student travel on field trips.

IX. Maintain responsibility for supervision of each participating schools' students. HCDE CASE Debates program and activities as well as follow district and CASE Debates code of conduct;

X. Enter student attendance records for participating teams at CASE Debates tournaments into tabulation software and provide HCDE with a physical copy of attendance record management.

XI. Participate in ongoing evaluation of the CASE Debates program, including, but not limited to, student, parent, and teacher surveys, as well as focus groups;

XII. Collect and provide student level data requested by HCDE to HCDE no later than **May 31, 2025** 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

XIII. Participation in site visits throughout the CASE Debates season to assess program quality;

XIV. 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 2024 - 2025 HCDE CASE Debates tournaments and compete at the varsity level at the pre-qualifying tournament on **February 15, 2025**. The HUDL City Championship on **March 1, 2025 and** 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) (Location and Date TBD) and World Schools Teams would compete in the National Speech and Debate Association (NSDA) National Tournament in Des Moines, Iowa **June 15 - 20, 2025**

XV. 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 1, 2025**.

5. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.

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

9. Assignment. 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. Conflict of Interest. 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. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.

12. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education	**YES Prep Public Schools**
Attn: James Colbert, Jr. County School Superintendent 6300 Irvington Blvd. Houston, Texas 77022 713-694-6300	Attn: [signature] Title: Principal Address: 353 Crenshaw Road City, State, Zip: Houston, TX 77034 Phone: 713-967-9400 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. Relation of Parties. 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. Non-Exclusivity of Services. 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. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

16. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
    - Neither Party waives any immunity afforded to it, 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. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.

18. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.

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:

YES Prep Public Schools Harris County Department of Education

Emily Ryans

Authorized Signature

Emily Ryans

Printed Name

Principal

Title

Date Dec 4, 2024

Authorized Signature

James Colbert, Jr.

County School Superintendent

Date _____

Type of Local Governmental Entity (*select one*):

☐ School District ☒ Charter School

Interlocal Agreement
between Harris County Department of Education
& Aldine Independent School District 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 **Aldine Independent School District**, 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. Term. This Agreement shall be for the period beginning **September 16, 2024** and ending **August 31, 2025**. 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. Compensation and Funding. Subject to the following paragraphs, HCDE will pay the ISD an amount not to exceed **$17,500.00** for providing the ISD 's CASE Debates program coach(s) supplemental duty pay at **MacArthur High School, Eisenhower High School, Eisenhower 9th Grade School, Nimitz High School, Avalos P-Tech, Carver High School and Blanson CTE** 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 **$2,500.00** 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 to receive payment of the Coach's Supplemental Duty Pay. HCDE requires that all teachers must attend CASE Debates affiliated events to receive credit for the teacher stipend. Physical copies of attendance records are required for data management. These individual campus responsibilities are not to be shared amongst affiliated participating schools in ISD. 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 25, 2025**, 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. Agreement. 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 $2,500.00** per campus;

II. For in-person events provide **transportation to the CASE Debates sponsored seminar.**

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 (Location and Date TBD) 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 in Des Moines Area, Iowa – Centennial Year **June 15, 2025 through June 20, 2025**

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 16, 2024 – May 31, 2025**; classes may continue through the Spring 2025 semester in preparation of CASE Debates approved national qualifying tournaments and summer camp;

III. **ISD agrees to provide transportation to participating schools to CASE Debates tournament programming**

IV. 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 (25) students per participating campus may participate with HCDE's prior written consent;

V. 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;

VI. Be available to serve as a CASE Debates Tournament judge if and when needed; refusal to do so will result in a reduction of coach stipend by 20%.

VII. 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, using the HCDE forms as they currently exist or may be amended in the future;

VIII. Comply with all ISD procedures for student travel on field trips.

IX. Maintain responsibility for supervision of each participating schools' students. HCDE CASE Debates program and activities as well as follow district and CASE Debates code of conduct;

X. Enter student attendance records for participating teams at CASE Debates tournaments into tabulation software and provide HCDE with a physical copy of attendance record management.

XI. Participate in ongoing evaluation of the CASE Debates program, including, but not limited to, student, parent, and teacher surveys, as well as focus groups;

XII. Collect and provide student level data requested by HCDE to HCDE no later than May 31, 2025 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

XIII. Participation in site visits throughout the CASE Debates season to assess program quality;

XIV. 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 2024-2025 HCDE CASE Debates tournaments and compete at the varsity level at the pre-qualifying tournament on **February 15, 2025**. The HUDL City Championship on **March 1, 2025** 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) (Location and Date TBD) and World Schools Teams would compete in the National Speech and Debate Association (NSDA) National Tournament in Des Moines, Iowa **June 15 - 20, 2025.**

XV. 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 1, 2025**.

5. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.

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

9. Assignment. 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. Conflict of Interest. 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. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.

12. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attn: James Colbert, Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022
713-694-6300

Aldine Independent School District
Attn: Timothy Momanyi
Title: CFO
Address: 2520 W W Thorne Blvd.
City, State, Zip: Houston Texas 77073
Phone: 281 985 7333
Email: tnmomanyi@aldineisd.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. Relation of Parties. 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. Non-Exclusivity of Services. 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. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

16. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
    - Neither Party waives any immunity afforded to it, 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. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.

18. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.

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:

Aldine Independent School District	Harris County Department of Education
Authorized Signature	Authorized Signature
Dr. Kimberley Booker	James Colbert, Jr.
Printed Name	
Board President	County School Superintendent
Title	
Date 3/18/25	Date _____

Type of Local Governmental Entity (*select one*):

☑ School District ☐ ISD School

Regular Board Meeting **6. E. 9.**

Meeting Date:	April 16, 2025		
Title:	Harris County Toll Road Authority Interlocal		
Submitted For:	Curtis Davis, Records Management	**Submitted By:**	Eldi Meza
Recommended Action:	Approve	**HCDE Goal(s):**	2. Deliver value responsibly 4. Provide cost savings by leveraging tax dollars
Additional Resource Personnel:	Curtis Davis, Dr. Michelle Williams, Yaritza Roman, Dr. Edna Johnson, Dr. Jesus Amezcua	**Facilities/Technology Approval Needed?:**	

Information

Posted Agenda Item:

Consider ratification of Interlocal (Revenue) Agreement for Records Management Services and Harris County Toll Road Authority in the amount of $30,000 for the period of 03/01/2025 through 02/28/2026.

Subject:

Harris County Toll Road Authority and Records Management Interlocal Agreement/Revenue

Rationale:

Harris County and Records Management will enter into an Interlocal Agreement for the period of 03/01/2025 through 02/28/2026 to perform records management services such as: box storage, bin services, record destruction services, records control schedules, and training.

Fiscal Impact

Attachments

HC Toll Road Authority

Form Review

Inbox	Reviewed By	Date
Records Management	Curtis Davis	02/13/2025 12:40 PM
Purchasing	Eldi Meza	03/18/2025 12:35 PM
Records Management	Eldi Meza	03/18/2025 12:39 PM
Records Management	Curtis Davis	03/18/2025 01:20 PM
Purchasing	Yaritza Roman	03/26/2025 12:32 PM
Purchasing	Yaritza Roman	03/26/2025 12:33 PM
Purchasing Director	Edna Johnson	03/27/2025 09:34 AM
Assistant Superintendent - Business	Jesus Amezcua	04/02/2025 06:11 PM
Form Started By: Eldi Meza		Started On: 02/13/2025 09:47 AM
Final Approval Date: 04/02/2025		

HARRIS COUNTY DEPARTMENT OF EDUCATION
CONTRACT PROCESSING FORM (CPF)

Contract requires approval from: Superintendent ☐ Assistant Superintendent ☒

SECTION 1 – CONTRACT INFORMATION

Funding Division	Today's Date	# Original Contracts	Expenditure/Revenue Budget Account Code (20 digits)
Records Management	2/11/25	1	19956267199954

Contracting Party	RFP # (if applicable)	Is Contracting Party an Employee of HCDE? If yes, which division?
Harris County Toll Road Authority		X No ☐ Yes. Division:

Description of Services:
Records Management Services

Type of Contract	Contract Fiscal Year	HCDE Contract?	Term	
Service Agreement	2025-2026	Yes (HCDE Contract)	From: 3/1/2025	To: 2/28/2026

SECTION 2 – CONTRACT TYPE

Revenue contract greater than or equal to $50,000 (Needs Board Approval) — Amount: $30,00.00

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

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

SECTION 4 – CONTRACT REVIEW CHECKLIST

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

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

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

Exceptions Found? Click here to select one.

☐ This contract was reviewed by Purchasing.

☐ This contract was reviewed by Technology _____(initials)

☐ This contract was reviewed by Facilities _____(initials)

SECTION 5 – REQUIRED SIGNATURES

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

Employee Completing this form	Date	Funding Division Director	Date
☐ Dolí Mena	2/11/2025	☐ Curtis W. Dorris	2/11/2025

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

FOR PURCHASING DIVISION USE ONLY:

Contract Reviewer: Yuridya Roman — Date: 03/04/2025

☐ Vendor Packet ☐ Form 1295 ☐ Vendor Certification ☐ Resume ☐ EICC Checklist ☒ SAM's Check (Debarred ☐Yes ☐No)

☑ Board Action Item – ☑ Revenue ☒ Expenditure ☐ Grant ☐ ILC	☐ Signed by Assistant Superintendent Date:
☐ 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 when obtained
☐ Expenditure Contract (For Approval Only) Date:	

NOTES:

Interlocal Agreement (Revenue)_April Board 04.16.2025 (Ratification)_Records Management

Updated 1/13/2016

INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND HARRIS COUNTY DEPARTMENT OF EDUCATION

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Interlocal Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ch. 791.001, et seq., by and between Harris County ("County"), a body corporate and politic under the laws of the State of Texas acting by and through its Toll Road Authority ("Department"), and HARRIS COUNTY DEPARTMENT OF EDUCATION ("Contractor"). The County and Contractor are referred to herein collectively as the "Parties" and individually as a "Party."

1) GENERAL SCOPE OF SERVICES

A) Contractor agrees to provide records management services to the Department, as detailed herein and in the Scope of Work with Pricing Information (the "Services"), attached hereto as Exhibit A and incorporated herein by reference.

B) Contractor warrants and represents it will deliver the Services in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services.

C) Unless otherwise stated in this Agreement, words which have well-known technical or industry meanings are used in accordance with such recognized meaning.

D) Contractor warrants and represents that it is registered with the Texas Secretary of State to transact business in Texas and is current on all state and local fees and taxes, including but not limited to Franchise Account Status with the Texas Comptroller of Public Accounts of in good standing.

E) Contractor warrants and represents that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County, including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt.

F) Contractor warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect Contractor's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.

G) Contractor shall verify that each Subcontractor it retains to perform Services pursuant to this Agreement are in compliance with Sections D and E and F above.

2) **INDEPENDENT PARTIES**

A) The Services performed by Contractor under this Agreement are performed by Contractor as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Contractor shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. Contractor has no authority to bind or otherwise obligate the County orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and Contractor.

B) **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT CONTRACTOR IS NOT AN INDEPENDENT CONTRACTOR, CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FOR ANY AND ALL DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY COUNTY AS A RESULT OF THIS DETERMINATION.**

C) Contractor warrants that it will comply with all federal and state laws including but not limited to the Prompt Pay Act, in the payment of its workers.

D) Contractor is solely responsible for the payment of wages and any applicable benefits to workers for Services performed for the County. Contractor shall be responsible for withholding federal and state income taxes, paying Federal Social Security taxes, maintaining unemployment insurance and maintaining workers' compensation insurance in an amount and under such terms as required by the applicable laws of the State of Texas.

THE COUNTY'S PAYMENT IS TO THE CONTRACTOR. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT TO CONTRACTOR'S WORKERS OR SUBCONTRACTORS. CONTRACTOR SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.

E) Contractor's workers are not entitled to any contributions by or benefits from the County for any pension plan, bonus plan or any other benefit plan. Contractor and the workers furnished by Contractor shall not be entitled to any fringe benefits or similar benefits afforded to employees of the County. The County is not liable for payment of any federal or state taxes and charges including, but not limited to,

income withholding taxes, social security, unemployment, workers' compensation, and similar taxes and charges. This Article shall survive the expiration or termination of this Agreement.

F) The County is not responsible to Contractor or Contractor's workers for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the *Texas Labor Code Ann.*, as amended.

G) Contractor shall not have the authority to enter into contracts or agreements on behalf of the County.

3) TERM

The term shall be for a period beginning upon execution by the Parties and remain in full force and effect for twelve (12) consecutive months. At the County's option, this Agreement may be renewed on the same terms and conditions for four (4) additional one (1) year periods (each a "Renewal Term").

4) CONTRACTOR'S COMPENSATION

A) Subject to the Limitation of Appropriation, the County agrees to pay Contractor according to the rates found in Exhibit A. This compensation incorporates all charges such as labor, equipment, material, delivery and any other costs incurred.

B) Contractor shall not perform any Services until it receives a Purchase Order from the County. Any Services performed prior to the receipt of a Purchase Order shall be at the Contractor's sole expense.

C) The Contractor understands and agrees that, in accordance with the Texas Constitution, the County is prohibited from paying Contractor in advance for any of the Services or deliverables.

5) TERMS OF PAYMENT

A) Contractor shall submit to the Harris County Auditor an invoice for services rendered each month by email to: vendorinvoices@aud.hctx.net and by mail to: Harris County Auditor, 1001 Preston 8th floor, Houston, Texas 77002. Each invoice shall be in a form acceptable to the County Auditor and shall include such detail of the services as may be requested by the County Auditor for verification purposes.

B) The invoices shall, at a minimum, include a description of the services, the day(s) and the time(s) that Contractor performed the services, the department for which the Contractor provided services, and the total amount billed for the services. After receipt of an invoice, County Auditor shall forward the invoice to the Department for review and approval with such modifications as may be deemed appropriate, and after review, the department will return the invoice, with any modifications, to the County Auditor for payment. The County shall pay each invoice as approved by the County Auditor in accordance with the laws of the State of Texas, including but not limited to, the Texas Prompt Payment Act, Chapter 2251, Texas Government Code. The County may exercise any and all rights to set off payment in the event of overpayment by the County and or funds owed to the County under this Agreement.

6) LIMITATION OF APPROPRIATION

A) Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to for the Services performed under this Agreement, and the total maximum sum that the County shall become liable to pay to Contractor under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Thirty Thousand and No/100 Dollars ($30,000.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to this sum.

B) Contractor understands and agrees that the laws governing the letting of contracts for the County require the approval of the Harris County Auditor and his certification that funds are, or will be, available for the payment of the obligations created under the Agreement before such contracts become effective. Therefore, Contractor shall not proceed with any Services until such time that it receives a Purchase Order issued by the Harris County Purchasing Agent. Any Services performed by Contractor prior to its receipt of a Purchase Order are at Contractor's own expense.

C) Contractor does understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to hereunder, and the total maximum sum that the Contractor shall become liable to pay to Contractor hereunder, shall not under any conditions, circumstances, or interpretations thereof exceed the sum certified by the Purchase Order. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to this sum. When all the funds so certified are expended,

Contractor's sole and exclusive remedy shall be to terminate this Agreement. If the Services and charges to be provided for will equal or exceed the amount certified available, Contractor shall notify the County immediately.

D) With regard to the renewal or extension of this Agreement, the County has not allocated any funds for any renewal or extension period beyond the current fiscal year. Therefore, if the County exercises any renewal option, the renewal is subject to the future allocation and certification of funds for the renewal period.

7) **TEXAS PUBLIC INFORMATION ACT**

A) The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended (the "Act"). Contractor expressly understands and agrees that the County shall release any and all information necessary to comply with Texas law without the prior written consent of Contractor.

B) It is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers, and employees shall have no liability or obligations to Contractor for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General.

C) In the event the County receives a written request for information pursuant to the Act that affects Contractor's rights, title to, or interest in any information or data or a part thereof, furnished to the County by Contractor under this Agreement, then the County will promptly notify Contractor of such request. Contractor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Contractor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Contractor is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

D) Electronic Mail Addresses. Contractor affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Contractor and agents acting on behalf of Contractor and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

8) TERMINATION

A) The County may terminate this Agreement at any time by providing thirty (30) days' notice in writing to the Contractor.

B) Upon receipt of termination notice, Contractor shall discontinue all Services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

C) Within thirty (30) days after receipt of notice of termination, Contractor agrees to submit an invoice showing in detail the Services performed under this Agreement up to and including the date of termination.

D) The County agrees to pay Contractor that proportion of the prescribed charges for the Services actually performed and deliverables actually received under this Agreement bear to the total Services or deliverables called for under this Agreement, less such payments on account of charges as have previously been made.

E) *Force Majeure*. In the event that either Party is unable to perform any of its obligations under the Agreement or to enjoy any of the benefits because of natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected Party (referred to as a "*Force Majeure* Event"), the Party who has been so affected immediately agrees to give notice to the other Party and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the *Force Majeure* Event, the Party whose ability to perform has not been so affected may terminate the Agreement immediately by giving written notice to the other Party.

F) Copies of any and all completed or partially completed data, information, reports, programs, inventions, software (including source code), firmware, designs, preliminary layouts, record drawings, digital files, photographs, sketches, and all

other electronic or hardcopy documents or documentation (the "Agreement Documents") developed, created or invented under this Agreement shall be delivered to the County when this Agreement is terminated or completed.

G) Agreement Transition. In the event the Agreement ends by either expiration or termination, Contractor shall assist in the transition until such time that a new contractor can be completely operational. Contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the County to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the Agreement, or any extension thereof. During any transition period, all other terms and conditions of the Agreement shall remain in full force and effect as originally written.

9) INDEMNIFICATION

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR COMPLETION OF SERVICES IN WHOLE OR IN PART SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS ARTICLE.

TO THE EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS ("INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF CONTRACTOR, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

TO THE EXTENT PERMITTED BY LAW, CONTRACTOR SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

COUNTY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH ANY SUCH SUIT OR PROCEEDING.

10) NOTICE

A) Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or Contractor at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To Contractor:	HARRIS COUNTY DEPARTMENT OF EDUCATION 6300 Irvington Blvd. Houston, TX 77002 Attn: Eldi Meza
To the County:	Toll Road Authority 7701 Wilshire Place Drive Houston, TX 77040 Attn: Kelly Allen
Copy To:	Harris County Purchasing Agent 1111 Fannin St, 12th Floor Houston, Texas 77002 Attn: Paul LaChapelle

B) Either Party may designate a different address by giving the other Party ten (10) days written notice.

11) COMPLIANCE AND STANDARDS

A) Contractor represents and warrants that it is capable and willing to provide the Services called for in the Agreement, and agrees to render the Services in accordance with the generally accepted standards applicable to the Services. Contractor shall use that degree of care and skill commensurate with the profession to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services and Contractor's performance to be rendered hereunder. Contractor represents that Contractor and its personnel are fully

qualified to perform the Services and provide the deliverables described in this Agreement.

B) Contractor agrees to keep confidential the contents of all its discussions with County officials. Contractor agrees to keep confidential the contents of all County records and all other information obtained during Contractor's performance of Services under this Agreement. Contractor shall not release any confidential information unless the County, in writing, authorizes Contractor to release specific information to any third parties.

C) Contractor shall not access any information it is not authorized to receive, nor shall Contractor copy, recreate, or use any proprietary information or Documents obtained in connection with this Agreement other than for the performance of this Agreement.

D) Contractor shall not divulge or otherwise make use of the trade secrets or confidential information, procedures, or policies of any former employer, client, or customer in the performance of this Agreement. Neither shall Contractor copy, recreate, or use any proprietary information of any third party in the performance of Services under this Agreement except to the extent authorized by such third parties.

E) Contractor warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect Contractor's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.

F) Contractor warrants and represents that it is registered with the Texas Secretary of State to transact business in Texas, and is current on all state and local fees and taxes, including but not limited to Franchise Account Status of "in good standing" with the Texas Comptroller of Public Accounts.

G) Contractor warrants and represents that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County, including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt.

H) Conflict of Interest: Contractor warrants and represents to the County that it does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, Contractor warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this Agreement with the County, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have the right

to terminate the Agreement without liability or in its discretion to deduct from the Agreement amount, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingent fee.

I) Lobbying: Contractor shall not use County funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the Agreement term funding to Contractor exceeds $100,000.00, Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."

J) NO FEDERAL EXCLUSION

i) Contractor warrants that neither Contractor nor any of its employees is an "Ineligible Person." An "Ineligible Person" is an individual or entity who:

a) is currently excluded, debarred, suspended, or otherwise ineligible to participate in any federal and/or state grant, health care program, or in federal and/or state procurement or nonprocurement programs. This includes but is not limited to persons who are on the List of Excluded Individuals or Entities of the Inspector General, List of Parties excluded from Federal Programs by the General Services Administration or the Medicaid Sanction List; or,

b) has been convicted of a criminal offense related to the provision of health care items or services [within the rules and regulations of 42 USC §1320a-7(a)], but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

ii) Contractor agrees to report immediately to the County if Contractor becomes an "Ineligible Person" during the term of this Agreement, or to cease assigning any employee to provide Services if the employee becomes an "Ineligible Person" during the term of this Agreement.

iii) Contractor warrants and represents that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Contractor must immediately notify the County of any

such exclusion or suspension. Contractor warrants and represents that it is in good standing with all State and Federal agencies that have a contracting or regulatory relationship with the County. Contractor warrants and represents that no person who has an ownership or controlling interest in Contractor's business or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any federal program.

K) County and its designee shall have the right to conduct examinations, studies and audits of the services, payments, and efficiencies provided under this Agreement and County may make such examinations, studies, and audits at any time whether before or after payment. Contractor shall cooperate with such examinations, studies, and audits and provide County with such books, contracts, spreadsheets, and correspondence, including all of Contractor's backup and support data for billings, and Contractor shall provide access to such records, data, documents and personnel as are requested by County or the County Auditor (the "Audit Documents"). All payments made by County are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit. This section shall survive termination of this Agreement.

L) Whistleblower Protection Act: Contractor understands and agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. Contractor shall insert the substance of this clause; paragraph M ("Whistleblower Protection Act"), in all subcontracts providing services under this Agreement.

M) Prior to execution of the Agreement, Contractor shall, as an update, complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties." Contractor warrants and represents that all the information on the form is complete and accurate.

N) Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Contractor warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Contractor does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

O) Anti-Boycott. Contractor warrants and represents, in accordance with Tex. Gov't Code Ann. § 2271.002, that unless Contractor meets an exemption under subsection (a), then, as required by subsection (b), Contractor's signature on this Agreement constitutes Contractor's written verification that it does not boycott Israel and will not boycott Israel during the term of the contract.

P) Fraud, Waste or Abuse Hotline. Contractor shall immediately report to the County through the County's Fraud, Waste, or Abuse Hotline and also notify the County in accordance with all the Notice provisions contained in this Agreement all suspected or known instances and facts concerning fraud, waste, abuse, or criminal activity under this Agreement. The County's Fraud, Waste, or Abuse Hotline can be accessed by phone at 866-556-8181 or online at https://secure.ethicspoint.com/domain/media/en/gui/68174/index.html.

Q) (If applicable under Texas law.) Energy Company. Contractor warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Contractor meets an exemption under subsection (c), then, as required by subsection (b), Contractor's signature on this Agreement constitutes Contractor's written verification that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

R) (If applicable under Texas law.) Firearm and Ammunition Industries. Contractor warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Contractor meets an exemption under subsection (c) and section 2274.003, then, as required by subsection (b), Contractor's signature on this Agreement constitutes Contractor's written verification that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the contract.

12) PUBLIC CONTACT

Contact with the news media, citizens of Harris County, or governmental agencies shall be the responsibility of the County. Under no circumstances shall Contractor release any material or information developed in the performance of its Services without the express written permission of the County.

13) APPLICABLE LAW AND VENUE

A) The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement and funded by state or federal funds or of applicable conditions of participation in Medicaid or Medicare program(s).

B) This Agreement is governed by the laws of the State of Texas.

C) The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.

D) The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

14) TAXES AND CHARGES

A) The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Contractor upon request.

B) The County is neither liable for any personal property taxes, charges, or fees assessed against Contractor nor obligated to reimburse Contractor for any taxes, charges, or fees assessed against Contractor for the supplies provided or any Services rendered.

15) PROHIBITION ON LIENS

In accordance with Texas Property Code §43.002, Contractor, or its contractors or agents, will not create or place, or permit to be created or placed, a lien or any other encumbrance on County property. If any such lien or encumbrance is placed on County property, Contractor shall pursue any lawful effort, including but limited to seeking relief in a court of competent jurisdiction, to remove the lien or encumbrance from the property.

16) NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

A) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.

B) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.

C) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.

D) The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

17) OWNERSHIP OF DOCUMENTS; COPYRIGHT

A) Contractor agrees that for the purposes of assigning copyright ownership, the Agreement Documents developed pursuant to the Services performed under this Agreement, shall be the sole property of the County.

B) Contractor represents that it has the right to assign and hereby assigns to the County all rights, title, copyright ownership and interest in any Agreement Documents to be developed or has already been developed, created or invented pursuant to this Agreement or any other agreements that Contractor may currently have or had in the past, with the County.

C) Within seven (7) days after its development, creation, or invention, Contractor agrees to deliver to the County, copies, in a form acceptable to the County, of any and all such Agreement Documents. Contractor may retain one set of reproducible copies of all Agreement Documents for the sole use of performing Services for the County. Contractor is expressly prohibited from selling, donating, licensing or otherwise marketing, or divulging to third parties, any Agreement Document, or using such Agreement Documents in the preparation of other work for any other client, without the express written permission of the County.

18) AUDIT RIGHTS

A) Audit Rights. The Contractor shall cooperate to the fullest extent with any and all federal, state, local, or County audits related to this Agreement. The Contractor's cooperation shall include, but not be limited to access to the Audit Documents, in whatever form, that are applicable to this Agreement and requested by any federal, state, local, or County entity that has rights or jurisdiction over any part of this Agreement or the funds applicable to this Agreement.

B) Record Retention. The Contractor agrees to retain within the boundaries of Harris County, for six (6) years after the expiration of this Agreement, all Audit Documents. The Contractor will retain and make available, and insert the requisite clause in each applicable subcontract requiring its subcontractors to retain and make available, the Audit Documents.

19) **WAIVER OF BREACH**

Waiver by either Party of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach.

20) **SEVERABILITY**

If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

21) **SURVIVAL OF TERMS**

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

22) **CONTRACT CONSTRUCTION**

A) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.

B) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.

C) When terms are used in the singular or plural, the meaning shall apply to both.

D) When either the male or female gender is used, the meaning shall apply to both.

23) **SUCCESSORS AND ASSIGNS**

A) The County and Contractor bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement.

B) Contractor shall not assign, sublet, or transfer its or his interest in this Agreement without written consent of the County.

24) **NO THIRD-PARTY BENEFICIARIES**

A) The County is not obligated or liable to any party other than Contractor for the performance of this Agreement.

B) Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party.

C) Nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.

25) EFFECTIVE DATE

The Effective Date of this Agreement will be the date the Agreement is approved by the Commissioners Court of Harris County.

26) ENTIRE AGREEMENT; MODIFICATIONS

A) This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.

B) Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

27) EXECUTION, MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

[Execution Page Follows]

HARRIS COUNTY
DEPARTMENT OF EDUCATION

By: Jesus Amezcua (Mar 4, 2025 12:05 CST)
Name: Jesus J. Amezcua
Title: Assistant Superintendent
Date: 03/04/2025

HARRIS COUNTY

By: _____
Lina Hidalgo
Harris County Judge

APPROVED AS TO FORM:

Christian D. Menefee
Harris County Attorney

By: _____
T. SCOTT PETTY
Senior Assistant County Attorney
C.A. File 24GEN2917

EXHIBIT A

Scope of Work with Pricing Information

(follows behind)

ORDER OF COMMISSIONERS COURT
Authorizing execution of Interlocal Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on _____, 2024 with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND HARRIS COUNTY DEPARTMENT OF EDUCATION

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	Yes	No	Abstain
Judge Hidalgo	☐	☐	☐
Comm. Ellis	☐	☐	☐
Comm. Garcia	☐	☐	☐
Comm. Ramsey, P.E.	☐	☐	☐
Comm. Briones	☐	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and she is hereby, authorized to execute for and on behalf of Harris County, the Interlocal Agreement with HARRIS COUNTY DEPARTMENT OF EDUCATION to provide records management services for Harris County at a cost to the County of $30,000.00. The Interlocal Agreement is incorporated herein by reference for all purposes as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

HARRIS COUNTY COMMISSIONERS COURT
TOLL ROAD AUTHORITY
SCHEDULE "A" Pricing Information
HARRIS COUNTY DEPARTMENT OF EDUCATION
RECORDS MANAGEMENT SERVICES
September 2024 – August 2025

ANNUAL MEMBERSHIP FEE-IN COUNTY FEES **$N/A**
Billed annually in September or monthly

Membership Fees includes:

- Access to Web Portal Reports and Billing Information
- Initial Assessment and Evaluation of your program.
- Compliance with Records Control Schedules Requirements
- Identifying the (RMO) and Records Liaison (RLO)
- Disposition of location of records. **(records will be stored off-site)**
- Training administration and staff member on procedures
- Helping create an internal Records Management site/drive.
- Helping create records policies and procedures.
- Initial pick up and recording of records for storage and disposition (New Customers)
- **Electronic Transmission and File Transfers (FTP/S)**
- Access to Web portal request and inventory system.

NON-MEMBERSHIP FEE PRICING

STORAGE RATES

Standard Storage Box (10" x 12" x 15")	**$0.26 per box/ mo.**
Non-standard boxes ($0.26 per cubic foot)	

SERVICE RATES

Receiving new records, including data entry	**$2.00 per box**
Interfiling/Indexing files to put inside original files	**$2.50 per file**
Permanent Removal and Disposal/Shredding of records in storage	**$2.75 per box**
Permanent Removal to Close Account	**$3.50 per box**
Researching files – inside boxes	**$25.00 an hour**
Project Labor- above normal services	**$25.00 an hour**
Annual Shredding/Destruction of onsite school records	**$3.25 per item**
Requesting records, **(retrievals and refiling**	**$3.00 per item**

SUPPLIES

Box barcodes labels (15 per sheet)	**N/C**
Standard storage box (packed 25/bundle)	**$2.75 each**
All Bin fees includes shredding materials	
Recycling Bin (rotations) 64 gallon each	**$8.00 each**
Recycling Bin (rotations) 96 gallon each	**$10.00 each**
Recycling Consoles (for office use)-**monthly rental**	**$8.00 each**
Recycling Bin (rotations) 175 gallon each	**$25.50 each**
Re-boxing damaged boxes (including supply box and labor)	**$7.50 each**

TRANSPORTATION SERVICES

Weekly scheduled pick-ups and deliveries (up to 100 boxes)	$25.00 per stop
Large volume pick-ups and deliveries (over 100 boxes)	$75.00 per stop
Rush deliveries services (2-3 hours)	$50.00 per hour

ELECTRONIC DOCUMENT MANAGEMENT SERVICES

Converting 16mm microfilm to digital	$0.12 per image
Converting 35mm microfilm to digital	$0.12 per image
Converting microfiche to digital	$0.12 per image
Scanning H/R and Benefits records	$0.12 per page
Scanning Special ED Records	$0.12 per page
Scanning Student Records	$0.12 per page
Scanning Transcripts	$0.12 per page
Scanning Accounts Payable/Receivable Records	$0.12 per page
Scanning Permanent Records	$0.12 per page
Scanning large format construction maps	$3.50 per sheet
Scanned document retrievals/emailed	$0.75 per sheet

Note: Some imaging jobs could include document preparation time.
Note: All scans will be index to specifications $25.00 hour

*Rate will vary due to the scope of work of each job.

Web based Electronic Document Storage and Retrieval Online System $13.50 per GIG

VAULT STORAGE AND TAPE & FILM SERVICES

STORAGE RATES

16mm, 35 mm, 8mm, 4 mm	$0.35/month
Roll film and Microfilm jackets, CD's Tapes	$0.35/month

Small case storage	(standard container)	$2.50/month
Large case storage	(over size cases)	$5.50/month

VAULT SERVICE RATES

Adding new tapes, includes bar-coding, filing, data entry/tracking	$2.25 each

Regular Board Meeting			**6. F. 1.**
Meeting Date:	April 16, 2025		
Title:	Contract Award for 25/020AK Bottled Drinking Water, Coolers, and Other Beverage Related Products		
Submitted For:	Jeff Drury, Choice Partners	**Submitted By:**	Monica Niles
Recommended Action:	Approve	**HCDE Goal(s):**	4. Provide cost savings by leveraging tax dollars
Additional Resource Personnel:	Trisha Prestigiacomo, Jeff Drury, Michelle Williams, Yaritza Roman and Dr. Jesus Amezcua	**Facilities/Technology Approval Needed?:**	None

Information

Posted Agenda Item:

Consider approval of the Contract Award for Job No. 25/020AK for Bottled Drinking Water, Coolers, and Other Beverage Related Products for the period of 06/20/2025 through 06/19/2026 with the following vendor: The Masters Distribution Systems Company, Inc. (25/020AK-02).

Subject:

Choice Partners; Contract Award; Food Contract; Beverage Contract; Equipment Contract; Revenue Generating.

Rationale:

The process enacted was Request for Proposal (RFP) to acquire proposals from vendors to provide Bottled Drinking Water, Coolers, and Other Beverage Related Products to HCDE/Choice Partners members.

Five hundred forty-eight (548) invitations were extended for proposals. Two (2) responses were received from vendors. Each response was reviewed for compliance with the requirements of RFP no. 25/020AK. All responses that met the criteria and requirements of the RFP were evaluated and scored. One (1) vendor is pending award due to contract negotiations, and one (1) vendor offering the best value to HCDE/Choice Partners and its members was selected for award.

Choice Partners recommends award of a one (1) year contract from 06/20/2025 to 06/19/2026 to the vendors stated above in Posted Agenda Item. Contract no. 25/020AK has the option for up to four (4) annual renewals. Anticipated revenue from contract no. 25/020AK will be an administrative fee of two percent (2%). The contract is governed by Texas Education Code 44.031.

Fiscal Impact

Included in FY budget Y/N: Y

Included in current budget amendment Y/N: N

Attachments

Recommendation

Form Review

Inbox	Reviewed By	Date
Choice Partners	Jane Lopez	03/24/2025 10:01 AM
Purchasing	Yaritza Roman	03/26/2025 02:51 PM
Purchasing Director	Edna Johnson	03/27/2025 09:25 AM
Assistant Superintendent - Business	Jesus Amezcua	04/02/2025 06:11 PM
Form Started By: Monica Niles		Started On: 03/17/2025 03:20 PM
Final Approval Date: 04/02/2025		

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

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

To: Edna Johnson, HCDE Director of Purchasing

From: Ashlee Kane, Contract Manager, CP

Evaluators

Trisha Prestigocomo	Choice Partners, Assistant Director
Ashley Phelps	Humble, Assistant Director
Monica Niles-Howard	Choice Partners, Contract Coodinator

Job (Bid or RFP#) and Name: 25-020AK
Bottled Drinking Water, Coolers, and Other Related Products
Board Meeting Date: 4/16/2025
Date: 3/21/2025

Procurement Requirements Available:

Check One

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

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

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

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

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

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

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

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

#25-020AK Bottled Drinking Water, Coolers, and Other Beverage Related Products

Choice Partners members will utilize this contract for Bottled Drinking Water, Coolers, and Other Beverage Related Products

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

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

Invitations were sent to 548 vendors
HCDE received 2 responses (see attached evaluation summary).

Recommendation:

HCDE is recommending contracts with Choice Partners Cooperative for:	Masters Distribution

Harris County Department of Education
Choice Partners
Instructions to Recommendation Committee

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

To: Dr. Jesus J. Amezcua, CPA, Assistant Supt. For Business Services

From: Ashlee Kane, Contract Manager

Job (Bid or RFP) # and Name: 25/020AK
Bottled Drinking Water, Coolers, and Other Beverage Related Products
Board Meeting Date: 4/16/2025
Today's Date: 3/21/2025

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

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

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

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

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

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

Signed Certification and Recommendation Form

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

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

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

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

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

To: Purchasing Audit File and Dr. Jesus J. Amezcua, CPA, Assistant Supt. for Business Services
From Contract Manager: Ashlee Kane, Contract Manager
Purchasing Dept: Edna Johnson, Director

Job (Bid or RFP#) and Name: 25/020AK
Bottled Drinking Water, Coolers, and Other Beverage Related Products
Board Meeting Date: 4/16/2025
Date: 3/21/2025

Procurement Requirements Available:

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

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

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

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

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

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

Supplier Scoring Summary **25/020AK - Bottled Drinking Water, Coolers, and Other Beverage Related Products - Scoring Round**

Supplier	Rank	Score	Price	Pricing	Vendor's Experience &	References	Work History	Quality of Vendor's goo	Org Chart, Insurance, Q	Recall Procedures & Ret	Environmental Policy, Gr	Financial Capability	Finanicials statements	Years in Business	Marketing Plan	Marketing plan and Sam
		100	40.00		15.00	10.00		9.00	10.00	6.00		3.00	2.00		5.00	
Masters Distribution	1	75.20	34.20		8.00	10.00		8.00	5.00	0.00		3.00	2.00		5.00	
Blue Triton Brands dba Nestle	2	71.67	40.00		3.00	10.00		7.00	8.33	0.00		1.33	2.00		0.00	
		73.43	37.10		5.50	10.00		7.50	6.67	0.00		2.17	2.00		2.50	

Evaluators:

Trisha Prestigicomo	Assistant Director
Monica Niles-Howard	Contract Coordinato
Ashley Phelps	Assistant Director

Invitations were sent to 548 prospective bidders.

Contracts are in accordance with TEC 44.031.

*Pending Negotiations	1
Non-Responsive	0
Non-Awarded	0
Award Threshold of 70	1
Total Responses	2

Award threshold is a score of 70

It is recommended that the following receive awards of annual contracts

Contract	Vendor
25/020AK-02	Masters Distribution

Supplier Participation

25/020AK

Bottled Drinking Water, Coolers, and Other Beverage Related Products

Issue Date: 2/14/2025
Questions Deadline: 3/2/2025 02:00 PM (CT)
Response Deadline: 3/7/2025 02:00 PM (CT)

Choice Partners

Contact Information

Contact: Ashlee Kane
Address: Choice Partners Cooperative
NPO
6005 Westview Drive
Houston, TX 77055
Phone: 713 (696) 8213
Fax: 713 (696) 1877
Email: ashlee.kane@hcde-texas.org

Participation Summary

Supplier	Email Status	Response Status
1st Choice Restaurant Equipment & Supply, LLC		No Response
2 The Brymm Vending LLC		No Response
23 THRU ME LLC (23 THRU ME)		No Response
3 Oaks Resource Group International (Your School Resource Group, Inc.)		No Response
365 Paving & Construction LLC		No Response
A Better Day Foundation, LLC (A Better Day Foundation, LLC)		No Response
A La Chateau Center INC.		No Response
A.F. Import & Wholesale Co.		No Response
A6 Scientific Corp.		No Response

AAA Painting		No Response
AAA Water Purification		No Response
AAA Wholesale Company		No Response
Above The Sky Home Daycare LLC		No Response
Academy of Accelerated Learning (Academy of Accelerated Learning Inc.)		No Response
Ace Mart Restaurant Supply Co		Viewed
Acme Soap Company (Acme Soap,INC.)		Unsubmitted
Adams County Dairies (Richle Young Inc.)		No Response
ADJH Holdings (Pure Water Supply)		No Response
Advance Pierre Foods		No Response
Advance Sales		No Response
Advance Sales & Marketing		No Response
AdvancePierre Foods		No Response
Advantage office products		No Response
After School Crib (After School Crib)		No Response
Aknew Approach, Inc.		No Response
Albie's Foods Products, LLC (AFP Holding, LLC)		No Response
All American Poly		No Response
All Thing’s Gourmet		No Response
Alpha Foods Co.		No Response
Alpha Vending Service, LLC		No Bid
Alpine Water Systems (Alpine Water Systems, LLC)		No Response
Alspaugh's Ace Hardware in The Woodlands, LLC		No Response
American Foods Group (Skylark Meats Brands Division)		No Response
American Pride Paper and Plastic (American Pride Paper and Plastic)		No Response
American Pride Seafoods LLC (American Seafoods International LLC)	Fail	No Response
AmeriQual Group LLC		No Response
Anchoring Hopes (Anchoring Hopes Wellness Recovery Institute LLC)		No Response
Aogo Tech Services		No Response
Apple & Eve		Viewed
AR Unlimited Supply		No Response
Armor Gear		No Response

Arnold Refrigeration Inc.		Viewed
ARSENAL Athletics Co (BRbranding, LLC)		No Bid
ARTESIA SPRINGS LLC.,		No Response
Asian Food Solutions (Chinese Food Solutions, Inc)		No Bid
Association for the Advancement of Mexican Americans		No Response
A-Tex Restaurant Supply		No Bid
Athletes Global Corporation		No Response
Awesome Events (Oliver Meili)		No Response
B.A.S Inc	Fail	No Response
B2BDistribut, Inc.		No Response
Bake Crafters Food Company		No Bid
Baker Distributing Company: Scientific Divison (Baker Scientific)		No Response
Barfresh, Inc		Viewed
Bargreen (Bargreen Ellingson Inc.)		Viewed
BBeauti AndLashes LLC		No Response
BBH Life Care (BBH Consultants)		Unsubmitted
Be A Bridge Foundation		No Response
Bearing Fruit Early Childhood Training (Bearing Fruit Early Childhood Trainin g)		No Response
Ben E Keith Foods (Ben E Keith Company)		Viewed
BenCheri Educational Center		No Response
Berk Enterprises		No Response
Best Express Foods	Fail	No Response
Bets Construction and Cleaning LLC		No Response
Blencor LLC		No Response
Blue Knight Security LLC		Viewed
Blue Triton Brands dba Nestle Waters North America		Submitted
BlueBonnet DSD Irving Inc.		No Response
Bongard's Premium Cheese (Bongards' Creameries)		No Response
Boot Texan Kitchen		No Response
BRAUN BEEF CO. INC		No Response
Bravery-Persistence-Fortitude LLC		No Response
BRENHAM RESTAURANT SUPPLY (CERTIFIED DISTRIBUTORS, INC.)		No Response

Briar Patch		No Response
Bricks Foundation		Viewed
Bridge Point Integrated Services		No Response
BRIGHTER FUTURE, INC.		No Response
Brookwood Farms Inc		No Response
Brothers Food Service		No Response
Brothers Produce		No Response
Brothers Produce of Dallas Inc.		No Response
Bsgg youth program - stop the violence (Salon 180 angels inc)		No Response
BTE Giftware Store (BTE Import-Export)		No Response
BUDGET RESTAURANT SUPPLY (TAI HING CORPORATION)		No Response
Buena Vista Foods (Sterling Foods)		No Response
Burkett Business		No Response
Burry Foods		No Response
Butler Business Products, LLC		No Response
Butterball (Butterball, LLC)		No Response
Butterball, LLC		No Response
Cafe Favorites (W.A. Kretch Co., LLC)	Fail	No Response
Caldarella's Restaurant Supply (Caldarella's Inc)		No Response
Calian Corp.		Viewed
Canteen (Compass Group)		No Response
Capitol Air Conditioning Services (Capitol Air Conditioning Services LLC,)		No Response
Cargill Kitchen Solutions		No Response
Cargill Meat Solutions		No Response
CC Distributors, Inc.		No Response
Cebev LLC/Juice Bowl		No Response
Cedisus, LLC		No Response
Center for Urban Transformation (Center for Urban Transformation)		No Response
Chef B Services (Boycott Ranch Dressing, LLC)		No Response
Chef's Corner Foods (Omnibus Trading Corp)		No Response
Chef's Deal Restaurant Equipment (Horizon Trades Inc)		No Response
Cherry Central Cooperative, Inc.		Viewed

Child Care Associates		No Response
Children Like Loni (Children Like Loni Organization)		No Response
ChipMonk Baking (ChipMonk Inc.)		No Response
CHURCHFIELD TRADING CO		No Response
Cibus Brokerage		No Response
CINPAK INC.		No Response
Cisneros Packing Co., Inc.		No Response
Citadel Enterprises Inc		No Response
CK Janitorial (CK Janitorial LLC)		No Response
Clark Food Service Equipment (Clark Associates Inc)		No Response
Clearbrook Farms Inc		Viewed
Cobal Food Services, LLC		No Response
Coca-Cola Refreshments		No Response
Coker Service of Houston, Inc		No Response
Comida Vida, Inc.		No Response
ConAgra Foods, Inc.		No Response
Cool Bev. (Cool Beverages of Texas Inc.)	Fail	No Response
Coolers Inc.		No Bid
Critical Mass Connection		No Response
CTE Services LLC		Viewed
Culinary Standards (RSW Distributors, LLC)	Fail	No Response
Curtis !000		No Response
Curtis Restaurant Equipment		No Response
Danmart, Inc		No Response
Darlington (Darlington Cookie Company)		No Response
dave's baking company (Bake R US inc)		No Response
Dawosint Technologies LLC (Dawosint Technologies LLC)		No Response
Del Monte Foods, Inc.		No Response
Del Real Foods		No Response
Dem Dang Doggs, LLC		No Response
Devin Distributing and Packaging		No Response
DFMi (D&F Marketing Inc.)		No Response

DGR United		No Response
Diamond Crystal Brands, Inc.		No Response
Digital Menus System (VancoVision, LLC)		No Response
DiMare Fresh, Inc.		No Response
Diversified Foods, Inc.		Viewed
Diversified Foodservice Mfg. - DFM (D&F Marketing Inc)		No Response
Dominos, LLC		No Response
double a mechanical		No Response
Double B Foods		No Response
Double 'D' International Food Co., Inc.		No Response
Douglas Equipment (Douglas Food Stores Inc)		No Response
Dr Pepper Bottling Company of Texas (Dr Pepper Snapple Group)		No Response
Dr. Clean Ice Machines		No Response
Dream Catcher Learning Academy	Fail	No Response
Dream Divaz (Toni Cormier)		No Response
Dunn's Logistics Inc		No Response
Dutchboy Food Systems, Inc		No Response
Dynamic Foods		No Response
Dynamic Systems Inc		Viewed
East Pointe Holdings, Inc.		No Response
Efficient Consultants		No Response
El Campo Refrigeration & Restaurant Supply, Inc		No Response
Elements Food Group Inc.	Fail	No Response
Elite Boys & Girls Club		No Response
Elite Coffee Cafe (Suite Developments LLC)	Fail	No Response
Elite Ladies of Expression Inc		Viewed
ELP Enterprises, Inc		No Response
Epic Harvest (Epic Harvests LLC)	Fail	No Response
Equipment Preference Inc. (EPI Kitchen)		No Response
Erva Bonita Inc.		No Response
ES Foods/East Side Entrees		No Response
Everyone-COUNTS		No Response

Excel Beyond Circumstances (Meredith James)	No Response
EXPEDITED BROKERAGE SERVICES	No Response
Export Global Opportunity, Inc.	No Response
FAMILY FELLOWSHIP COMMUNITY BAPTIST CHURCH (FAMILY FELLO WSHIP COMMUNITY BAPTIST CHURCH)	No Response
FamilyPoint Resources	No Response
Fastenal Company	No Response
Fat Cat Bakery	No Response
Fidis Logistics, LLC	No Response
Fidler Marketing (Fidler Marketing)	Viewed
First Choice Foods	No Response
First Place Foods, LLC	No Response
Fit Foodz, Inc.	No Response
FloWater Inc.	Viewed
Food Distributors of NV INC. DBA Smart Foods 4 Schools	No Response
Food traders LLC	No Response
Foodscapes (Glanbia Nutritionals, Inc.)	No Response
Foodservice Design Professionals (Millunzi & Associates)	No Response
FoodService Sustainability Solutions	No Response
Fork Farms LLC (VRTKL, Inc)	No Response
Foster Farms (Foster Poultry Farms)	No Response
Franklin Southern Maid Donuts	No Response
FREE Healthy Vending (Ryan OKeefe)	No Response
Frenchy's Sausage Company, Inc.	No Response
Fresh Baby LLC	No Response
Fresh Brew Group - Canteen (Canteen)	Viewed
Fresh Provisions, Inc.	No Response
Fresh Start Developmental Learning and Fine Art Center	No Response
Frito-Lay	No Response
Frosty Treats (FTI Wholesale, Inc.)	No Response
FSISW, LLC	No Response
Fundraising Forever	No Response
Fusion Food Marketing & Sales	No Response

Gazelle Capital, LLC		No Response
GDK Go Inc. DBA Dominos Pizza		No Response
Gem Food Services Corp.		No Response
Gilman Cheese Corporation		No Response
Glazier Foods Company		No Response
Global Coffee Company	Fail	No Response
Global Equipment Company Inc.		No Response
Global Food Solutions		No Response
Global Foods Inc.		No Response
Globe Office Products		No Response
GOD FEARING POWER HOUSE (POWER ROCK COMMUNITY CENTR)		No Response
Godfather's Pizza		No Response
Gold Creek Foods, LLC		No Response
Goldkist, A Pilgrim's Pride Company (Pilgrim‘s Pride Corporation)		No Response
Good Harbor Fillet Co., LLC		No Response
Gordon Food Service, Inc.		Viewed
Grace Academy Learning Center (Healing the Family, Inc.)		No Response
Greenspring Construction Services		No Response
Gregory Packaging		No Response
Grewal Bros Trucking Inc		No Response
GSM Uplift		No Response
Hadley Farms Bakery		No Response
HAH INC	Fail	No Response
Hapi Drinks, LLC		No Response
Hardies Fruit & Vegetable Co. Houston-LP		No Response
Harris School Solution		No Response
Harvest Hill.		No Response
Hawaiian Fruit Freeze (Howie Tropical Flurry Drink, Inc.)		No Response
HCONE International IMPEX Inc (Enoch Kabutey)		No Response
Healthy Generation Vending, LLC		No Response
Healthy Lunch Box		No Response
Heart Nation Inc		No Response

Heart of Texas Biscuits	No Response
Heart of Texas Biscuits Inc.	No Response
Heavenly Choices	No Response
Helfman Ford (Helfman Ford)	No Response
HELPING HANDS FITNESS AND NUTRITION	No Response
HERB'N SWIGG (HERB'N SWIGG, LLC)	Viewed
HeyTutor, Inc. (HeyTutor, Inc.)	No Response
Hickory Hollow Restaurant (Bayou BBQ Inc.)	No Response
HIGH LINER FOODS	No Response
Hiland Dairy	Viewed
Hiland Dairy Foods Company	No Response
Hill Country Dairies, Inc.	No Response
Hillyard Texas (Hillyard, Inc.)	No Response
Hinsdale Farms	No Response
Horizon Snack Foods, Inc	No Response
Hormel Food Sales, LLC	No Response
Horns Crew Trucking (Alvin Horn)	No Response
Houston Catering Concepts (Voss Catering Inc.)	Viewed
Houston Laser & Chemical Supply Inc	No Response
Houston Urban Debate League	No Response
HPC Foodservice (Hartford Provision Company)	No Response
HRR Wholesalers LLC	No Response
Hubert Company	No Response
Hungry's Cafe & Bistro	No Response
Ice Cream Specialties (Z.I. Rose Inc.)	No Response
Icelandic USA, Inc	No Response
iCook After School	No Response
Idaho Pacific	No Response
Idahoan Foods, LLC	No Response
Imagen Venues (Imagen Venues)	No Bid
Imperial Dade (Imperial Bag & Paper LLC)	No Response
India House	No Response

Innoseal Systems, Inc.		No Response
Integrated Food Service (Let‘s Do Lunch, Inc)		No Response
J.M. Smucker Company/Smucker Foodservice, Inc. (The J.M. Smucker Company)		No Response
J.O.Y. Foods, Inc.	Fail	No Response
J.R. Simplot Company		No Response
Jake's Finer Foods		No Response
Jean's Restaurant Supply (TARI INC)		No Bid
Jeans Restaurant Supply (TARI Inc. dba Jeans Restaurant Supply)		Viewed
JES Restaurant Equipment		No Response
Jits to Gents		No Response
JNSFOODS		No Response
John Williams (Mrs litha child care center)		No Response
Jones-Neitzel Co		No Response
Jonny Pops, LLC		No Response
jp ice cream (ja-en enterprises)		No Response
JTM Food Group (J.T.M. Provision‘s Company, Inc)		No Response
Kajillion Management Group LLC		Viewed
Kalpra Tech Solutions LLC		No Response
KANKO (Floyd's Chores & Odd Jobs)		No Response
Karlsburger		No Response
Karlsburger Foods Inc.		No Bid
KD Acquisition I, LLC dba Kings Delight (Kings Delight)		No Response
Kendrick Skipper dba Chick-fil-A at Magnolia		No Response
Kent Precision Foods Group		No Response
KEYIMPACT SALES & SYSTEMS		No Response
KeyImpact Sales & Systems, Inc.		No Response
Kids’ Powerhouse		No Response
Kidz Knect Resource Center		No Response
Kingdom Kidz Academy & Family Resource Center		No Response
Kings Delight		No Response
Kingway Community Inc		No Response
Kirby Supply (Kirby Supply)		No Response

Kitchen Resources, L.P.		No Response
Klement Distribution, Inc.		No Response
Klement Ice Cream Vendors (Karl Klement Properties, Inc.)		No Response
Kommercial Kitchens (Terry Woodard Enterprises, Inc)		No Response
KQ GLOBAL TRANSPORTATION LLC (KQ TRUCKING LLC)		No Response
Kraft Heinz Foods Company (Kraft Heinz Foods Company)		No Response
Kurz & Co.		No Response
La Brisa Ice Cream		No Response
LA COSTENITA DISTRIBUTOR INC (Azteca Tax and Bookkeeping)		No Response
La Lueur Health & Wellness (Lumin Diagnostic Services, LLC)		No Response
Labatt Food Service		Viewed
Lakeland Dallas (LMI Enterprises LLC)		No Response
Lakeland Marketing		No Response
Lamb Weston		No Response
Land of the Chosen		No Response
Land O'Lakes/Advantage Waypoint LLC (Land O‘Lakes)		No Response
Lange Distributing Company Incorporated		Viewed
Latin Specialties LLC		No Response
Launch Point CDC, Inc.		No Response
Lazo Food Brokerage (Vanessa Lazo)	Fail	No Response
Learnskilz Consultants LLC (N/A)		No Response
Liberty Office Products (Liberty Data Products, Inc)		Unsubmitted
Lighthouse Groups LLC		No Response
Little Ones Daycare (Little Ones Daycare)		No Response
Lockridge Packaging, LLC		No Response
Lone Star Coffee LLC		No Response
Lott Marketing	Fail	No Response
Luna's Kitchen LLC		No Response
Lux Bakery, Inc.		No Response
M.C.I. Foods/Los Cabos Mexican Foods (M.C.I. Foods, Inc.)		No Response
MAC Pizza Management - Domino's Pizza (MAC Pizza Management, Inc.)		No Response
Macana Global, LLC		Unsubmitted

Magic Seasoning Blends, LLC		No Response
Maid-Rite Specialty Foods, LLC		No Response
Mainfreight (Mainfreight)		No Response
Maks Snak Shak, LLC		No Response
Manhattan Beach Cream'wich LLC		No Response
Mark Mills		No Response
MARY LOUS TWIRLERS & DRILL TREAM (TERRY LYNN DAVIS)		No Response
Masters Distribution (The Masters Distribution Systems Company, Inc.)		Submitted
McLane Global (McLane Global)		No Response
McLean Marketing		No Response
Mcliff Vending & Office Coffee Service (Mcliff Partner, LTD)		No Response
McNairn Packaging		No Response
Meagan Copelin Global Management Consultants		No Response
Mendoza Fresh Produce		No Response
MenuLogic K12 (Foodworks Technologies)		No Response
Merch CLub (Merch Club, LLC)		Viewed
Metroplex Ice Machines, LLC		No Response
Michael Foods Inc.		No Response
Mission Foods (Gruma Corporation)		No Response
Mission Squash		No Response
MJR EDUCATIONAL SUPPLIES (MJR EDUCATIONAL SUPPLIES)		Viewed
Momentum Global Solutions, LLC		No Response
Monocoque Diversified Interest		No Response
MoonLyte Treats LLC		No Response
Mrs. Clark's Foods (MCF Operating LLC)		No Response
Muffin Town (JSB Industries, Inc.)		No Response
Multi Foods, LLC (Bento Foods)	Fail	No Response
Mustang Custom Foods LLC		No Response
Nardone Bros Baking Co Inc.		No Response
National Food Group, Inc		No Response
National Restaurant Supply		No Response
NC Industrial Labor & Cable Contractors (Springing Stars, Llc)		No Response

Nehara LLC - Woder DBA (Nehara LLC)		No Response
Nerraw Enterprises Worldwide LLC (Nerraw Enterprises Worldwide LLC)		No Response
Newton Brokerage (Margueritte D. Newton)		No Response
Niagara Bottling, LLC		Viewed
Nicho Produce Co., Inc.		No Response
Nippon Shokken U.S.A		No Response
No Touch Easy Gloves		No Response
Nogales Produce Inc.		No Response
NORDCO Marketing, Inc.		No Response
Northbourne Food Suppliers		No Response
Northlake Education LLC		No Response
notables (notables)		No Response
NT Printing Services		No Response
NU Health Foods, LLC	Warn	No Response
OAK FARMS DAIRY		Viewed
Oasis International (LVD Acquisition, LLC)		Viewed
OBK DIRECT LLC		Unsubmitted
ODP Business Solutions		No Response
Off My Plate Food Program Consultants (Hope Jones Enterprises, LLC)		No Response
OmniPre Connect LLC		No Response
One More Round Inc		No Response
Open Hearts Home Respite Care (OpenHearts Hearts Family Services)		Viewed
Oswalt Restaurant Supply (Oswalt Restaurant Supply)		No Response
Otis Spunkmeyer LLC		No Response
Out of the Shell DBA Yangs 5th Taste		No Response
Paint Box Creations (Paint Box Creations)		Viewed
Papa John's (GFPM LLC)		No Response
Papa John's Pizza (Houston Pizza Venture, LP)		No Response
PAPA JOHN'S PIZZA (ZKS VENTURES INC)		No Response
Papa Murphy's Pizza (Limmrick Pizza Works Memorial, LLC)		No Response
Paradise Produce (Paradise Fruits AND Vegetables)		No Response
Partstown (fka Heritage Foodservice Equipment)		No Response

PASCO BROKERAGE, INC.		Viewed
Patterson Medical Supply Inc.	Fail	No Response
Payton's Blend (Payton‘s Blend LLC)		No Response
PCMC BUSINESS SERVICES (PC MAC COMPUTERS LLC)		No Response
Peace Love & Plants LLC		No Response
Peak Supply Solutions		No Response
PepsiCo		No Response
PepsiCo Foodservice		No Response
Perdue Foods LLC		No Response
Perfect Parfait Holdings LLC		No Response
PHD Resources & Taxes		No Response
Phil-Paul Tax Services (Phil-Paul Tax Services)		No Response
Pollock		No Response
PPE Supply Pro		No Response
Precinct2gether, Inc.		No Response
Preferred Meal Systems, Inc	Fail	No Response
Preferred Packaging Sales & Service (Sycamore Sales Inc.)		No Response
Preschool Express Learning Academy		No Response
Prime Central Store (Waretrack, Inc.)		No Response
Pro Beverage Solutions, LLC	Fail	No Response
Prodigy Community Development		No Response
Prolocks LLC		No Response
Prosperity Community Outreach		No Response
Proview Foods LLC		No Response
Purposed Pressure Inc.		No Response
PWXpress (PWXpress)		Viewed
Quality Star Products Ltd.		No Response
Quantum Foods, LLC	Fail	No Response
Quillian Center (Quillian Memorial Center)		No Response
Rainbow Water Purification		No Response
Raising Cane's		No Response
Ramos & Harrison		No Response

Rapid Supplies International Corporation		No Response
Rapids Wholesale (Dascoa)		No Response
RCSales & Consulting		No Response
Red Gold, LLC (Calfed Financial Corporation)		Viewed
refresh LLC		No Response
Reserve Distributors LLC		No Response
Revolution Foods, Inc.		No Response
REXCO FOODS LLC		No Response
Rhema Word of Life Church		No Response
Rich Chicks, LLC		No Bid
Rich Products Corporation		No Response
Ricos Products		No Response
Rio Hondo ISD (Rio Hondo Independent District)		No Response
Rising Star Academy		No Response
River City Produce Co., Inc		No Response
Rob Pelletier Construction, Inc		Viewed
Rodriguez Foods LTD		No Response
Rooted Futures, LLC		Viewed
Rose & Shore		No Response
Royal Eagle Contracting		No Response
RT Solutuions Group		Viewed
Ruiz Food Products, Inc.		No Response
S & H Impex (S & H Impex)		No Response
S&F Foods Inc. (S&F Foods Inc.)		No Response
S.A. Piazza & Associates, LLC		No Response
S.R. Rosati Inc.		No Response
Sam Tell & Son Inc (Sam Tell & Son Inc)		Viewed
Sami's (Sami's)		No Response
Sargent Foods LLC	Fail	No Response
Savory Life, LLC (Savory Life, LLC)		No Response
School Choices		No Response
Schreiber Foods Inc		No Response

SCHREIBER FOODS INTERNATIONAL		No Response
Schwan's Food Service, Inc.		No Bid
Shepherd Food Equipment (Crazy Cousins, Inc.)		No Response
SilverLine Distributors (SilverLine Distributors)		No Response
SimplyMeats Traceable Distribution		Viewed
SKILLASTICS (SANDY SPIN SLADE INC)		No Response
Slate Healthcare		No Response
Smart Beverage Inc / DBA Thirsty Coconut Inc (Smart Beverage Inc / DBA Thirsty Coconut Inc)	Fail	No Response
Smart Mouth Foods (Bull‘s Eye Brands, Inc.)		No Response
Smart Scholars Foundation		No Response
SnacKit (William Cole Distribution)	Fail	No Response
Sodexo Services of Texas Limited Partnership		No Response
Solis Contractors Inc		Viewed
SOMMA Food Group, LLC		No Response
South Mill Mushroom Sales		No Response
SOUTHERN ICE EQUIPMENT DISTRIBUTORS		No Response
Southwest Foodservice Excellence		No Response
Sparkletts (DS Waters) (DS WATERS OF AMERICA, INC.)		Viewed
Spoonful of Love		No Response
Spur Employment, Inc. (Spur Employment, Inc.)		No Response
Stampede Meat, Inc		No Response
Stellar Trading Inc		No Response
STEM Urban Perspective (Science, Technology, Engineering with an Urban Perspective)	Fail	No Response
Step In Clinics		No Response
Stockwell		No Response
Successful Starters Learning Academy II		No Response
Summer Camp (After School)		No Response
SUNNY SKY PRODUCTS (SUNNY SKY PRODUCTS, LLC)		No Response
Sunrich Products (Sunrich Products, LLC)		No Response
Super Bakery		No Response
Superior Bean And Seed (E & J AGRI, INC.)		No Response

Supreme Fixture Company, Inc.		No Response
Supreme Works Incorporated		Viewed
Swan Solutions (Swan Solutions LLC)		No Response
Sweet Chills Brands (Sweet Chills LLC)		No Response
Sweet Dreams Gourmet/ Sugar Bunch Creations (S.D.Candy Co, Inc)		No Response
Synergy-Enterprises		No Response
Sysco Central Texas		No Response
Sysco Houston, Inc.		No Response
TABATCHNICK FINE FOODS, INC.		Viewed
Taking Kidz Places		No Response
Tampa Maid Foods, Inc		No Response
Tasty Brands (Tasty Brands)		No Response
Teach Me to Breathe (Mitzi Henderson)		No Response
Teeter Totter Village		No Response
Texas Association of African American Chambers of Commerce (TAAACC)		No Response
Texas Blue Springs Distributors LLLP	Fail	No Response
Texas Crush Basketball Organization		No Response
Texas Food Service Equipment Supply		No Response
Texas Premier Pressure Washing		Unsubmitted
Texas Superior Water Company (Texas Superior Water, Inc.)	Fail	No Response
TexBel Farms International, LLC (TexBel Farms International, LLC)		No Response
The Amazing Chickpea (Healthy America, LLC)		No Response
The Anderson Center for the Arts (The Anderson Center for the Arts)		No Response
The City of Deliverance Life Center		No Response
The Core Group		No Response
The Daily Java (Java Enterprises Inc.)		No Response
THE FATHERS TABLE		No Response
The French Corner (Haddad Interests Inc)		No Response
The Healthy School Food Collaborative		No Response
The Heart of God Restoration Ministry		No Response
The Safe + Fair Food Company		No Response
The School Group		No Response

The Wasserstrom Company		No Bid
THIRD COAST FRESH		No Response
Tiffs Treats Cookies		No Response
Topp Office Supply (Pat & Paul And Associates, Inc.)		No Response
Trentino Gelato (Trentino Wholesaling LTD)	Fail	No Response
Trident Beverage	Warn	No Response
Trident Marketing		No Response
Trident Seafoods		No Response
Tropical Flurry LLC (IAF Beverage LLC)		No Response
True Brew Enterprises	Fail	No Response
Truitt Family Foods		No Response
TutorsRus.org (Available Group LLC)		No Response
Twinkle Wonders School of Learning		No Response
Tyson Prepared Foods, Inc.		No Response
U. S. WHOLESALE PRODUCTS		No Response
Ultra Pure Solutions (UPS, Inc.)		No Response
UNIFRESH, INC		No Response
Unistraws, LLC		No Response
UNITED Sales & Service		No Response
Uno Foods, Inc.		No Response
USA Restaurant Suppliers, Inc		No Response
VALLEY GROCERS LLC		No Response
Valpro Commercial Refrigeration (Allied Manufacturing, Inc.)		No Response
Vantage Elite Logistics		No Response
Velocity Partners Group		No Response
Veritiv (formerly Unisource) (Veritiv Operating Company)		No Response
Vessel Support Services (Vessel Support Services)		No Response
Violet Odak		No Response
Vistar		Viewed
Visual Arts Productions		No Response
VMP Nutrition, LLC		No Response
Wally Water Production Company		No Response

Walnut Creek Farms Texas (Chaz Inc)	No Response
Wawona Frozen Foods	No Response
We Dah Best Snow Cones LLC	Viewed
Werk U Out training	No Response
Whaley Foodservice LLC	No Response
Whitlock Packaging	No Response
Winn Innovations (Winn Innovations, LLC)	No Response
WNA Atrium Packaging	No Response
www.hki.com (H&K International Inc)	No Response
X & T Enterprise Company	Viewed
Young And Gifted Learning Center	No Response
Young People In Action	No Response
Young Women's Preparatory Network	No Response
Zummos Meat Company	No Response

Participant Detail

1st Choice Restaurant Equipment & Supply, LLC

Address:	15018 Tradesman San Antonio, TX 78254 (210) 595-3131	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	priscilla@1stchoiceres.com josh@1stchoiceres.com annalisa@1stchoiceres.com
Classifications:	TAS (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

2 The Brymm Vending LLC

Address:	1798 Eatonia ST NW Palm Bay, FL 32907 (813) 358-3577	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	summr25@yahoo.com
Classifications:	MBE SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

23 THRU ME LLC (23 THRU ME)

Address:	PO Box 91547	Response Status:	No Response

967 Ellington Street
Houston, TX 77291
(832) 782-2607

Classifications: MBE (Primary)
SBE
WBE

Participation Type: Active Supplier

Email Status:

Invitiation Type: Automatic

Invitiation Date: 2/14/2025

Invitiation Emails: laquedadavis@gmail.com

3 Oaks Resource Group International (Your School Resource Group, Inc.)

Address: PO BOX 565492
PINECREST, FL 33256
(855) 362-5747

Participation Type: Active Supplier

Email Status:

Invitiation Type: Automatic

Response Status: No Response

Invitiation Date: 2/14/2025

Invitiation Emails: mail@3oaksgroup.com

365 Paving & Construction LLC

Address: 1618 E. Griffin Parkway
Mission, TX 78572
(956) 607-0470

Participation Type: Active Supplier

Email Status:

Invitiation Type: Automatic

Response Status: No Response

Invitiation Date: 2/14/2025

Invitiation Emails: 365paving@gmail.com

A Better Day Foundation, LLC (A Better Day Foundation, LLC)

Address: P.O Box 941272
Houston, TX 77094
(832) 850-3998

Classifications: MBE (Primary)
SBE

Participation Type: Active Supplier

Email Status:

Invitiation Type: Automatic

Response Status: No Response

Invitiation Date: 2/14/2025

Invitiation Emails: contact@abetterdayfoundationusa.org

A La Chateau Center INC.

Address: 6955 Almeda Rd
Houston, TX 77021
(832) 863-8339

Classifications: MBE (Primary)
SBE
WBE

Participation Type: Active Supplier

Email Status:

Invitiation Type: Automatic

Response Status: No Response

Invitiation Date: 2/14/2025

Invitiation Emails: alachateaucenter@gmail.com

A.F. Import & Wholesale Co.

Address:	2201 Jefferson Houston, TX 77003 (713) 228-7898	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	p1thomas@swbell.net
Classifications:	MBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

A6 Scientific Corp.

Address:	3903 BELLAIRE BLVD STE E HOUSTON, TX 77025 (310) 717-5388	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	a6scientific@gmail.com
Classifications:	MBE (Primary) SBE HUB		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

AAA Painting

Address:	6005 Westview Rd. Houston, TX 77055 (713) 696-2600	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

AAA Water Purification

Address:	210 Peggy Ln. Willis, TX 77378 (281) 850-1033	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	aaawater@aol.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

AAA Wholesale Company

Address:	65B Appian Way South San Francisco, CA 94080 (650) 872-7008	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	David@AAAWholesaleCompany.com
Classifications:	MBE (Primary) SBE		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Above The Sky Home Daycare LLC

Address:	3801 Goodhope St Houston, TX 77021 (832) 890-6881	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	nicolenutall@gmail.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Academy of Accelerated Learning (Academy of Accelerated Learning Inc.)

Address:	5300 N. Braeswood Suite 8 Houston, TX 77096 (713) 668-9237	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	bchandler@aalinc.org jmay@aalinc.org
Classifications:	MBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Ace Mart Restaurant Supply Co

Address:	2653 Austin Hwy San Antonio, TX 78218 (210) 323-4426	Response Status:	Viewed
		Status Date:	2/19/2025 11:42 AM (CT)
		Invitiation Date:	2/14/2025
Classifications:	CPC (Primary) TPA TXM	Invitiation Emails:	jtucker@acemart.com rkenefic@acemart.com schoolbids@acemart.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Acme Soap Company (Acme Soap,INC.)

Address:	4351 Director Drive San Antonio, TX 78219 (210) 731-9800	Response Status:	Unsubmitted
		Status Date:	2/18/2025 03:40 PM (CT)
Classifications:	HUB WBE (Primary)		
Participation Type:	Active Supplier		
Invitiation Type:	Not Invited		

Adams County Dairies (Richle Young Inc.)

Address:	8928 Oak Grove Rd Fort Worth, TX 76140 (817) 877-1900	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

ADJH Holdings (Pure Water Supply)

Address:	3611 Highway 3 Dickinson, TX 77539 (281) 678-8413	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	adhalla.pws@gmail.com
Classifications:	MBE SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Advance Pierre Foods

Address:	9987 Carver Rd. Ste 500 Blue Ash, OH 45242 (210) 426-5139	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	cathy.earnest@advancepierre.com sherri.flynn@advancepierre.com valerie.fairbanks@advancepierre.com
Classifications:	TCP (Primary) TPA		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Advance Sales

Address:	15421 Vantage Parkway W Suite 112 Houston, TX 77032 (713) 305-1379	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Advance Sales & Marketing

Address:	1801 Royal Ln. #1012 Dallas, TX 75229 (214) 683-4098	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Classifications:	TIP (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

AdvancePierre Foods

Address:	9990 Princeton-Glendale Road Cincinnati, OH 45246 (513) 682-1656	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Classifications:	TIP (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Advantage office products

Address:	5722 Bingle Suite B Houston, TX 77092 (713) 337-7330	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	moe@aopsameday.com
Classifications:	MBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

After School Crib (After School Crib)

Address:	1701 Moore Road Stafford, TX 77477 (832) 525-1204	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	kevonn.alfred21@gmail.com
Classifications:	MBE SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Aknew Approach, Inc.

Address:	10303 Northwest Fwy ste. 215 Houston, TX 77092 (832) 746-5003	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	fundraising@aknewapproach.org
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Albie's Foods Products, LLC (AFP Holding, LLC)

Address:	1534 O'Rourke Blvd. Gaylord, MI 49735 (989) 732-2800	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	bids@albies.com
Classifications:	CPC (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

All American Poly

Address:	40 Turner Place Piscataway, NJ 08854 (732) 752-3200	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	bids03@allampoly.com
Classifications:	MBE SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			

Invitiation Type: Automatic

All Thing's Gourmet

Address: 10142 Lazy Lagoon
Houston, TX 77065
(901) 436-9773

Classifications: MBE (Primary)
SBE
WBE

Participation Type: Active Supplier

Email Status:

Invitiation Type: Automatic

Response Status: No Response

Invitiation Date: 2/14/2025

Invitiation Emails: Danshell.johnson@gmail.com

Alpha Foods Co.

Address: 19802 G. H. Circle
Waller, TX 77484
(936) 372-5858

Classifications: CPC (Primary)
TIP
HUB
WBE

Participation Type: Active Supplier

Email Status:

Invitiation Type: Automatic

Response Status: No Response

Invitiation Date: 2/14/2025

Invitiation Emails: mbowen@alphafoodsco.com

Alpha Vending Service, LLC

Address: 207 W. Clarendon Avenue
Unit 10E
Phoenix, AZ 85013
(623) 205-2415

Classifications: VOB (Primary)
MBE
SBE

Participation Type: Active Supplier

Invitiation Type: Not Invited

Response Status: No Bid

Status Date: 2/25/2025 10:30 PM (CT)

Response Date: 2/25/2025 10:46 PM (CT)

Alpine Water Systems (Alpine Water Systems, LLC)

Address: 6351 Hinson St.
Suite #R
Las Vegas, NV 89118
(702) 798-7220

Participation Type: Active Supplier

Email Status:

Invitiation Type: Automatic

Response Status: No Response

Invitiation Date: 2/14/2025

Invitiation Emails:

Alspaugh's Ace Hardware in The Woodlands, LLC

Address: 10720 Kuykendahl Rd.

Response Status: No Response

	The Woodlands, TX 77381 (832) 482-3063	Invitiation Date:	2/14/2025
		Invitiation Emails:	b2b@woodlandsace.net
Classifications:	WBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

American Foods Group (Skylark Meats Brands Division)

Address:	4430 South 110th Street Omaha, NE 68137 (402) 592-0300	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

American Pride Paper and Plastic (American Pride Paper and Plastic)

Address:	87 Arlington Ave Lakewood Lakewood, NJ 08701 (732) 367-4444	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

American Pride Seafoods LLC (American Seafoods International LLC)

Address:	40 Herman Melville Blvd. New Bedford, MA 02740 (800) 343-8046	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	dcharron@synergy-enterprises.net
Participation Type:	Active Supplier		
Email Status:	Fail		
Invitiation Type:	Automatic		

AmeriQual Group LLC

Address:	18200 Highway 41 North Evansville, IN 47725 (812) 867-1444	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Anchoring Hopes (Anchoring Hopes Wellness Recovery Institute LLC)

Address:	2600 S Loop W Suite 332 Houston, TX 77054 (832) 831-5884	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	traceymoore@anchoringhopes.org
Classifications:	MBE (Primary)		

	SBE HUB WBE
Participation Type:	Active Supplier
Email Status:	
Invitiation Type:	Automatic

Aogo Tech Services

Address:	25643 Winford Estate Drive Richmond, TX 77406 (281) 795-2633	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	nihi.aogo@yahoo.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Apple & Eve

Address:	1 Collins Drive Suite 200 Carneys Point, NJ 08069 (856) 455-1000	Response Status:	Viewed
		Status Date:	2/14/2025 01:09 PM (CT)
		Invitiation Date:	2/14/2025
		Invitiation Emails:	amy.altman@appleandeve.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

AR Unlimited Supply

Address:	5701 Saratoga Blvd 928 Corpus Christi, TX 78414 (210) 636-2908	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	medstar361@gmail.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Armor Gear

Address:	6140 Highway 6 S #1127 Missouti City, TX 77459 (281) 763-1939	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	sheoop@aol.com kami.shahid@gmail.com
Classifications:	MBE SBE (Primary) WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Arnold Refrigeration Inc.

Address:	1122 N. Cherry St	Response Status:	Viewed

	San Antonio, TX 78202 (210) 225-5493	Status Date:	2/26/2025 02:04 PM (CT)
		Invitiation Date:	2/14/2025
Participation Type:	Active Supplier	Invitiation Emails:	jbupp@ari.tech
Email Status:			
Invitiation Type:	Automatic		

ARSENAL Athletics Co (BRbranding, LLC)

Address:	4100 Mockingbird Ln Colleyville, TX 76034 (214) 500-9890	Response Status:	No Bid
		Status Date:	3/6/2025 12:56 PM (CT)
		Response Date:	3/6/2025 12:56 PM (CT)
Classifications:	MBE (Primary) SBE		
Participation Type:	Active Supplier		
Invitiation Type:	Not Invited		

ARTESIA SPRINGS LLC.,

Address:	8130 Interchange Pkwy David Ramos Jr. San Antonio, TX 78218 (210) 637-5554	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Classifications:	MBE SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Asian Food Solutions (Chinese Food Solutions, Inc)

Address:	5600 Elmhurst Circle Oviedo, FL 32765 (888) 499-6888	Response Status:	No Bid
		Status Date:	2/14/2025 10:03 AM (CT)
		Response Date:	2/14/2025 10:04 AM (CT)
Classifications:	MBE CPC (Primary)	Invitiation Date:	2/14/2025
		Invitiation Emails:	bids@internationalfoodsolutions.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Association for the Advancement of Mexican Americans

Address:	6001 Gulf Freeway, TX 77023 (713) 967-6700	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	mcardona@aama.org
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

A-Tex Restaurant Supply

Address:	2008 S. Bryant Blvd	Response Status:	No Bid

	San Angelo, TX 76903 (325) 224-8888	Status Date:	2/14/2025 11:24 AM (CT)
		Response Date:	2/14/2025 12:59 PM (CT)
Classifications:	TIP SBE (Primary)	Invitiation Date:	2/14/2025
Participation Type:	Active Supplier	Invitiation Emails:	kelly@atexrestaurantsupply.com accounting@atexrestaurantsupply.com
Email Status:			
Invitiation Type:	Automatic		

Athletes Global Corporation

Address:	P.O. Box 223794 West Palm Beach, VA 33422 (301) 991-1228	Response Status:	No Response
		Invitiation Date:	2/14/2025
Participation Type:	Active Supplier	Invitiation Emails:	jdraughn@athletesglobalacademy.com
Email Status:			
Invitiation Type:	Automatic		

Awesome Events (Oliver Meili)

Address:	po box 752794 houston, TX 77275 (713) 910-4386	Response Status:	No Response
		Invitiation Date:	2/14/2025
Classifications:	SBE (Primary)	Invitiation Emails:	awesome-event@sbcglobal.net
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

B.A.S Inc

Address:	2900 Katy Hockley C/O STE C305 Katy, TX 77493 (281) 646-1388	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	lora@bascooling.com
Classifications:	SBE (Primary) WBE		
Participation Type:	Active Supplier		
Email Status:	Fail		
Invitiation Type:	Automatic		

B2BDistribut, Inc.

Address:	8515 S. FM 973 Rd. Austin, TX 78719 (512) 243-1366	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	info@antoniocelentano.com
Classifications:	MBE SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Bake Crafters Food Company

Address:	PO Box 489 Collegedale, TN 37315 (423) 396-3392	Response Status:	No Bid
		Status Date:	2/21/2025 12:38 PM (CT)
		Response Date:	2/21/2025 12:39 PM (CT)
Classifications:	CPC (Primary)	Invitiation Date:	2/14/2025
Participation Type:	Active Supplier	Invitiation Emails:	BIDS@BAKECRAFTERS.COM
Email Status:			
Invitiation Type:	Automatic		

Baker Distributing Company: Scientific Divison (Baker Scientific)

Address:	14610 Breakers Drive Jacksonville, FL 32258 (904) 407-4500	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	ebarrera@bakerdist.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Barfresh, Inc

Address:	3600 Wilshire Boulevard Suite 1720 Los Angeles, CA 90010 (310) 598-7113	Response Status:	Viewed
		Status Date:	2/14/2025 10:04 AM (CT)
		Invitiation Date:	2/14/2025
		Invitiation Emails:	bids@barfresh.com pgueswel@barfresh.com
Classifications:	CPC (Primary) SBE		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Bargreen (Bargreen Ellingson Inc.)

Address:	18756 Stone Oak Parkway Suite 200 San Antonio, TX 78258 (210) 247-8157	Response Status:	Viewed
		Status Date:	3/3/2025 09:16 AM (CT)
		Invitiation Date:	2/14/2025
		Invitiation Emails:	bmosher@bargreen.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

BBeauti AndLashes LLC

Address:	12955 Willow Place Dr Houston, TX 77269 (713) 592-2883	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Classifications:	MBE (Primary) SBE WBE		
Participation Type:	Active Supplier		
Email Status:			

Invitiation Type: Automatic

BBH Life Care (BBH Consultants)

Address: 8506 Hempstead #2302
Houston, TX 77008
(832) 930-3362
Classifications: MBE
WBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: Unsubmitted
Status Date: 2/20/2025 08:00 PM (CT)
Invitiation Date: 2/14/2025
Invitiation Emails:

Be A Bridge Foundation

Address: 5531 Ricky
Houston, TX 77033
(281) 831-4485
Classifications: MBE (Primary)
SBE
WBE
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: Angelinelatchley@icloud.com

Bearing Fruit Early Childhood Training (Bearing Fruit Early Childhood Training)

Address: 415 SKYWOOD DR
HOUSTON
HOUSTON, TX 77090
(281) 508-8130
Classifications: MBE (Primary)
SBE
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: bearing.fruitect@gmail.com

Ben E Keith Foods (Ben E Keith Company)

Address: 601 E 7th Street
Fort Worth, TX 76113
(817) 877-5700
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: Viewed
Status Date: 2/17/2025 08:58 AM (CT)
Invitiation Date: 2/14/2025
Invitiation Emails: jdbarnard@benekeith.com
spsaenz@benekeith.com

BenCheri Educational Center

Address: 6427 West Montgomery Rd

Response Status: No Response

	Houston, TX 77091 (713) 598-1646	Invitiation Date:	2/14/2025
		Invitiation Emails:	benchérieducationalcenter@yahoo.com
Classifications:	MBE (Primary) SBE WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Berk Enterprises

Address:	1554 Thomas Rd Warren, OH 44484 (800) 323-3547	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Best Express Foods

Address:	2105 Grandin Rd Cincinnati, OH 45208 (513) 531-2378	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	benadams@bestexpressfoods.com
Participation Type:	Active Supplier		
Email Status:	Fail		
Invitiation Type:	Automatic		

Bets Construction and Cleaning LLC

Address:	1107 Hill Rd Apt. A Houston, TX 77037 (832) 721-0053	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	betsymorales327@gmail.com
Classifications:	MBE SBE (Primary) HUB WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Blencor LLC

Address:	2324 FM3013 PO Box 1728 Sealy, TX 77474 (979) 627-7801	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Blue Knight Security LLC

Address:	411 N Sam Houston Pkwy E Suite 375 Houston, TX 77060 (832) 405-4211	Response Status:	Viewed
		Status Date:	3/3/2025 01:07 AM (CT)
Classifications:	MBE CPC (Primary) SBE WBE		
Participation Type:	Active Supplier		
Invitiation Type:	Not Invited		

Blue Triton Brands dba Nestle Waters North America

Address:	900 Long Ridge Road Building 2 Stamford, CT 06902 (203) 531-4100	Response Status:	Submitted
		Status Date:	2/19/2025 07:11 AM (CT)
		Response Date:	3/7/2025 04:43 AM (CT)
		Invitiation Date:	2/14/2025
Classifications:	CPC (Primary)	Invitiation Emails:	LORRAINE.BRUSCHI@BLUETRITON.COM jason.hutchins@bluetriton.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

BlueBonnet DSD Irving Inc.

Address:	2611 E. Pioneer Drive Irving, TX 75061 (972) 251-2100	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	mcardenas@bluebonneticecream.com
Classifications:	MBE CPC (Primary) SBE		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Bongard's Premium Cheese (Bongards' Creameries)

Address:	250 Lake Drive East CHANHASSEN CHANHASSEN, MN 55317 (952) 277-5582	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	k12bids@bongards.com
Classifications:	CPC (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Boot Texan Kitchen

Address:	5002 E.Nasa Pkwy Seabrook, TX 77586 (832) 582-5600	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	info@boottexankitchen.com
Classifications:	MBE		

SBE
HUB
WBE (Primary)

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

BRAUN BEEF CO. INC

Address: PO 7850
SAN ANTONIO, TX 78207
(210) 222-1799
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Bravery-Persistence-Fortitude LLC

Address: 2815 Atomic Tangerine Way
2
Las Vegas, NV 89183
(907) 502-0285
Classifications: SBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: jamespaulchenoweth@gmail.com

BRENHAM RESTAURANT SUPPLY (CERTIFIED DISTRIBUTORS, INC.)

Address: 5380 WEST 34TH STREET #
295
HOUSTON, TX 77868
(936) 727-9699
Classifications: MBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: tdavis103@att.net

Briar Patch

Address: 12283-A Veterans Memorial Dr.
Houston, TX 77067
(281) 315-5299
Classifications: MBE (Primary)
SBE
WBE
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: tpensonwilson@yahoo.com

Bricks Foundation

Address:	12134 HUNTINGTON VENTURE DRIVE HOUSTON, TX 77099 (832) 288-0275	Response Status:	Viewed
		Status Date:	2/19/2025 03:57 PM (CT)
		Invitiation Date:	2/14/2025
		Invitiation Emails:	KMITCHNER1@GMAIL.COM
Classifications:	MBE SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Bridge Point Integrated Services

Address:	8700 Commerce Park Dr suite 201 Houston, TX 77036 (832) 230-9231	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	peaceoluwafemi@gmail.com
Classifications:	MBE SBE (Primary) WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

BRIGHTER FUTURE, INC.

Address:	9888 Bissonnet St Ste 285 Houston Houston, TX 77036 (713) 283-0249	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	brighterfutureinc@hotmail.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Brookwood Farms Inc

Address:	1015 Alston Bridge Rd Siler City, NC 27344 (800) 472-4787	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	gibbrooks@brookwoodfarms.com athenatillman@brookwoodfarms.com
Classifications:	CPC (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Brothers Food Service

Address:	po box 142305 austin, TX 78714 (832) 256-9574	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	james@brothersfoodservice.com
Classifications:	CPC (Primary)		

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Brothers Produce

Address: P.O. Box 1207
Freindswood, TX 77549
(713) 924-4196
Classifications: CPC (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: Mfarek@brothersproduce.com

Brothers Produce of Dallas Inc.

Address: 2600 McCree Rd. Suite 90
#90
Garland, TX 75041
(214) 428-6666
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Bsgg youth program - stop the violence (Salon 180 angels inc)

Address: 2580 cypress creek parkway
Houston, TX 77068
(281) 881-9660
Classifications: MBE (Primary)
SBE
WBE
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: msmoed@yahoo.com

BTE Giftware Store (BTE Import-Export)

Address: 11765 West Avenue
#253
San Antonio, TX 78216-2559
(210) 275-7548
Classifications: MBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: cecilwilliams@hotmail.com

BUDGET RESTAURANT SUPPLY (TAI HING CORPORATION)

Address: 8800 W. Sam Houston Parkway

Response Status: No Response

	So. Suite 108 Houston, TX 77099 (713) 779-1818	Invitiation Date: Invitiation Emails:	2/14/2025 fawn.griffin@budgetrs.com
Classifications:	MBE CPC (Primary) HUB		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Buena Vista Foods (Sterling Foods)

Address:	823 W. 8th Street Azusa, CA 91702 (626) 815-8859	Response Status: Invitiation Date: Invitiation Emails:	No Response 2/14/2025 customerservicebv@bvfoods.com mlikovich@bvfoods.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Burkett Business

Address:	3701 CR 207 Liberty Hill, TX 78642 (512) 635-6775	Response Status: Invitiation Date: Invitiation Emails:	No Response 2/14/2025 burkett9133@gmail.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Burry Foods

Address:	935 National Parkway - Suite 935-50 Schaumburg, IL 60173 (312) 865-8061	Response Status: Invitiation Date: Invitiation Emails:	No Response 2/14/2025 darcy.frawley@burryfoods.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Butler Business Products, LLC

Address:	1407 Vander Wilt Katy, TX 77449 (713) 461-2938	Response Status: Invitiation Date: Invitiation Emails:	No Response 2/14/2025 sduke@butlerbusinessproducts.com
Classifications:	MBE CPC (Primary) HUB WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Butterball (Butterball, LLC)

Address:	1 Butterball Lane Garner, NC 27529 (919) 255-7635	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	fsamuelson@butterball.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Butterball, LLC

Address:	One Butterball Lane Garner, NC 27529 (919) 255-7949	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	acscheett@butterball.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Cafe Favorites (W.A. Kretch Co., LLC)

Address:	3025 Whitten Road Lakeland, FL 33811 (863) 937-8829	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	lwherry@cafefavorites.com lrodriguez@cafefavorites.com
Participation Type:	Active Supplier		
Email Status:	Fail		
Invitiation Type:	Automatic		

Caldarella's Restaurant Supply (Caldarella's Inc)

Address:	201 N Clark Drive El Paso, TX 79905 (915) 771-7780	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	tessa@caldarellas.com
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Calian Corp.

Address:	840 W. Sam Houston Pkwy N. Suite 420 Houston, TX 77024 (713) 780-7580	Response Status:	Viewed
		Status Date:	2/18/2025 04:59 PM (CT)
Participation Type:	Active Supplier		
Invitiation Type:	Not Invited		

Canteen (Compass Group)

Address:	4301 N Beltwood Parkway	Response Status:	No Response

Dallas, TX 75244
(214) 629-9540

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Invitiation Date: 2/14/2025
Invitiation Emails:

Capitol Air Conditioning Services (Capitol Air Conditioning Services LLC,)

Address: PO Box 5085
Georgetown, TX 78627
(512) 746-2400

Classifications: WBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: jeandavis2@verizon.net

Cargill Kitchen Solutions

Address: 206 W 4th ST
Monticello, MN 55362
(800) 872-3447

Classifications: CPC (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: janelle_nilson@cargill.com

Cargill Meat Solutions

Address: 825 E. Douglas Avenue
Wichita, KS 67202
(502) 415-3421

Classifications: CPC (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: valerie_mccoy@cargill.com

CC Distributors, Inc.

Address: 210 McBride Lane
Corpus Christi, TX 78408
(361) 289-0200

Classifications: SBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: ddesantos@ccdistributors.com

Cebev LLC/Juice Bowl

Address: 2424 N North Federal Highway

Response Status: No Response

	Suite 101 Boca Raton, FL 33431 (561) 901-2629	Invitiation Date: Invitiation Emails:	2/14/2025 scrouppen@juicebowl.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Cedisus, LLC

Address:	6000 Snowflake Cove Evansville, IN 47715-6531 (812) 455-7185	Response Status: Invitiation Date: Invitiation Emails:	No Response 2/14/2025
Classifications:	MBE SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Center for Urban Transformation (Center for Urban Transformation)

Address:	3300 Lyons Ave. suite # 103 Houston, TX 77020 (832) 781-3020	Response Status: Invitiation Date: Invitiation Emails:	No Response 2/14/2025
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Chef B Services (Boycott Ranch Dressing, LLC)

Address:	8000 Research Forest Drive Suite 115-373 The Woodlands, TX 77382 (832) 307-0007	Response Status: Invitiation Date: Invitiation Emails:	No Response 2/14/2025 chefb@chefbservices.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Chef's Corner Foods (Omnibus Trading Corp)

Address:	756 America Place, Ste 700 Grapevine, TX 76051 (510) 441-0565	Response Status: Invitiation Date: Invitiation Emails:	No Response 2/14/2025 grantk@chefscornerfoods.com bids@chefscornerfoods.com
Classifications:	MBE SBE HUB (Primary) WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Chef's Deal Restaurant Equipment (Horizon Trades Inc)

Address:	708 Dickerson Pike Nashville-Davidson, TN 37207 (615) 254-5449	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	diamond@chefsdeal.com
Classifications:	SBE (Primary) WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Cherry Central Cooperative, Inc.

Address:	PO Box 988 Traverse City, MI 49685 (231) 946-1860	Response Status:	Viewed
		Status Date:	2/14/2025 10:24 AM (CT)
		Invitiation Date:	2/14/2025
Classifications:	CPC (Primary)	Invitiation Emails:	leastman@cherrycentral.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Child Care Associates

Address:	3000 E BELKNAP ST FORT WORTH FORT WORTH, TX 76111-4142 (817) 838-0055	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	patricia.looper@childcareassociates.org
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Children Like Loni (Children Like Loni Organization)

Address:	8440 Greenhouse Rd Cypress, TX 77433 (281) 895-1500	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	info@likeloni.org
Classifications:	WBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

ChipMonk Baking (ChipMonk Inc.)

Address:	3042 Antoine Drive Houston, TX 77092 (832) 377-0436	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	david@chipmonkbaking.com
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

CHURCHFIELD TRADING CO

Address: PO BOX 114
SANTA YNEZ, CA 93463
(805) 693-5007
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: MIKKI@CHURCHFIELDTRADING.COM

Cibus Brokerage

Address: 13726 CASTLE GROVE DR
14303
San Antonio, TX 78231
(915) 539-1358
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: michael@cibusbrokerage.com

CINPAK INC.

Address: 9033 AERO ST.
SUTIE 206
SAN ANTONIO, TX 78217
(210) 967-9600
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: Avision@avisionsales.com

Cisneros Packing Co., Inc.

Address: 169 S. 5th Street
Raymondville, TX 78580
(956) 689-2448
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: cisnerospacking@yahoo.com

Citadel Enterprises Inc

Address: PO Box 6221
2040 South 7 th St
San Jose, CA 95133
(408) 926-7504
Classifications: USC
SBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: tclark1@pacbell.net

CK Janitorial (CK Janitorial LLC)

Address:	7075 FM 1960 Rd W Suite# 1027 Houston, TX 77069 (281) 662-1000	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	tyler@ckjanitorial.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Clark Food Service Equipment (Clark Associates Inc)

Address:	2207 Old Philadelphia Pike Lancaster, PA 17602 (717) 392-7363	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	snocheck@cfse.biz
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Clearbrook Farms Inc

Address:	7011 Stewart and Gray Rd Downey, CA 90241 (562) 806-8011	Response Status:	Viewed
		Status Date:	2/14/2025 10:09 AM (CT)
		Invitiation Date:	2/14/2025
Participation Type:	Active Supplier	Invitiation Emails:	jacep@clearbrookfarms.net
Email Status:			
Invitiation Type:	Automatic		

Cobal Food Services, LLC

Address:	2913 A.W. Grimes Blvd Pflugerville, TX 78660 (785) 418-5529	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Coca-Cola Refreshments

Address:	14185 Dallas Parkway Suite 1400 Attn: FSOP Director Dallas, TX 75245 (214) 902-6000	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Coker Service of Houston, Inc

Address:	14912 Lee Rd	Response Status:	No Response

Humble, TX 77396
(877) 788-4274

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Invitiation Date: 2/14/2025
Invitiation Emails: debbi@cokerservice.com
tj@cokerservice.com

Comida Vida, Inc.

Address: 905 East Fourth Street
Fairmont, MN 56001
(507) 380-4639

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

ConAgra Foods, Inc.

Address: 801 Dye Mill Road
Troy, OH 45373
(937) 440-2959

Classifications: CPC (Primary)
TCP
TIP
TPA

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: samantha.buckley@conagra.com

Cool Bev. (Cool Beverages of Texas Inc.)

Address: 600 Kenrick Dr, Suite C-18
Houston, TX 77060
(888) 391-1311

Classifications: MBE
SBE (Primary)

Participation Type: Active Supplier
Email Status: Fail
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: riz@cool-beverages.com

Coolers Inc.

Address: 6922 Alder Dr
Houston, TX 77081
(713) 665-8886

Classifications: CPC (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Bid
Status Date: 2/27/2025 12:57 PM (CT)
Response Date: 2/27/2025 01:00 PM (CT)
Invitiation Date: 2/14/2025
Invitiation Emails: mike@coolersinc.com
isidor@coolersinc.com
suzanne@coolersinc.com

Critical Mass Connection

Address:	126 E. Burke Street Martinsburg, WV 25427 (571) 484-4376	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	sharesemsmith@gmail.com
Classifications:	MBE (Primary) SBE WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

CTE Services LLC

Address:	9741 N Houston Rosslyn Houston, TX 77088 (713) 205-7064	Response Status:	Viewed
		Status Date:	2/25/2025 01:28 AM (CT)
		Invitiation Date:	2/14/2025
		Invitiation Emails:	carlos@ctetx.com
Classifications:	MBE SBE (Primary) HUB		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Culinary Standards (RSW Distributors, LLC)

Address:	1101 E. Washington St. Louisville, KY 40206 (502) 587-8877	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	vmccoy@culinarystandards.com
Participation Type:	Active Supplier		
Email Status:	Fail		
Invitiation Type:	Automatic		

Curtis !000

Address:	1725 Breckinridge Parkway Suite 1000 Duluth, GA 30096 (877) 287-8715	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Curtis Restaurant Equipment

Address:	555 Shelley Street Springfield, Oregon 97477, OR 97477 (541) 746-7480	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	d.donahue@curtisresteq.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Danmart, Inc

Address:	2014 Tucumcari Dr. Houston, TX 77090 (281) 895-9906	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	dhrenaud@danmart.net
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Darlington (Darlington Cookie Company)

Address:	8001 East 196th Street Noblesville, IN 46062 (317) 578-3647	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	judelhoven@darlingtonsnacks.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

dave's baking company (Bake R US inc)

Address:	po box 3160 santa monica, CA 90408 (310) 630-5873	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Dawosint Technologies LLC (Dawosint Technologies LLC)

Address:	2710 OAT HARVEST CT HOUSTON, TX 77038 (718) 637-0171	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	Dawosint@gmail.com
Classifications:	MBE SBE (Primary) HUB		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Del Monte Foods, Inc.

Address:	205 N. Wiget Ln Walnut Creek, CA 94598 (925) 951-0521	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	Mark.Kemmerer@delmonte.com patricia.carrwierzba@delmonte.com
Classifications:	CPC (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Del Real Foods

Address: 11041 Inland Avenue
Mira Loma, CA 91752
(951) 681-0395
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: sramirez@delrealfoods.com

Dem Dang Doggs, LLC

Address: 2913 Rosedale Street.
Houston, TX 77004
(832) 794-0417
Classifications: MBE (Primary)
SBE
WBE
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: demdangdoggs@yahoo.com

Devin Distributing and Packaging

Address: 4109 N Conway Ave
Palmhurst, TX 78573
(281) 865-5616
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: asalinas@devindpi.com

DFMi (D&F Marketing Inc.)

Address: 4305 Lynburn Dr.
Tucker, GA 30084
(770) 493-8608
Classifications: SBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: dappling@dfminc.biz

DGR United

Address: 6402 Oaknut Dr
houston, TX 77088
(832) 270-3449
Classifications: MBE (Primary)
SBE
HUB
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Diamond Crystal Brands, Inc.

Address:	3000 Tremont Road Savannah Savannah, GA 31405 (618) 806-6717	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	rldurham@dcbrands.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Digital Menus System (VancoVision, LLC)

Address:	8750 Fawn Trail A-5 Conroe, TX 77385 (713) 294-2140	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	bill@digitalmenussystem.com
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

DiMare Fresh, Inc.

Address:	4629 Diplomacy Rd. Fort Worth, TX 76155 (817) 385-3000	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	troy.rountree@dimarefresh.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Diversified Foods, Inc.

Address:	3115 6th St Metairie, LA 70002 (504) 831-6651	Response Status:	Viewed
		Status Date:	2/19/2025 02:56 PM (CT)
		Invitiation Date:	2/14/2025
Classifications:	SBE (Primary)	Invitiation Emails:	hdamiens@diversifiedfoods.com taylorh@diversifiedfoods.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Diversified Foodservice Mfg. - DFM (D&F Marketing Inc)

Address:	4305 Lynburn Drive Tucker, GA 30084 (770) 493-8608	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	dappling@dfminc.biz
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Dominos, LLC

Address:	30 Frank Lloyd Wright Drive	Response Status:	No Response

Ann Arbor, MI 48105
(956) 229-1740

Classifications: CPC (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Invitiation Date: 2/14/2025
Invitiation Emails: mike.moronczyk@dominos.com
tommy.boyce@dominos.com

double a mechanical

Address: 1800 fm 109
brenham, TX 77833
(979) 830-3803

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: doubleamechanical@att.net

Double B Foods

Address: 800 W. Arbrook, Suite 210
Arlington, TX 76015
(469) 567-6000

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Double 'D' International Food Co., Inc.

Address: 1306 Norwood Dr
Bedford, TX 76022
(817) 285-8077

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: laney@doubledfood.com

Douglas Equipment (Douglas Food Stores Inc)

Address: 301 North Street
Bluefield, WV 24701
(304) 327-0149

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: rebecca@douglasequipment.us

Dr Pepper Bottling Company of Texas (Dr Pepper Snapple Group)

Address: 2400 Holly Hall
Houston, TX 77054
(281) 330-1236

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Dr. Clean Ice Machines

Address:	24410 Cornell Pk Ln Katy, TX 77494 (832) 206-3005	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	drcleanice@gmail.com
Classifications:	MBE SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Dream Catcher Learning Academy

Address:	6635 Early Fall Dr Humble, TX 77338 (312) 860-3910	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	tiffany@realelegantdreams.com
Classifications:	MBE SBE (Primary) HUB WBE		
Participation Type:	Active Supplier		
Email Status:	Fail		
Invitiation Type:	Automatic		

Dream Divaz (Toni Cormier)

Address:	3919 Glenn Ricki Houston, TX 77045 (281) 896-2209	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	cormiertoni@gmail.com
Classifications:	MBE SBE (Primary) WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Dunn's Logistics Inc

Address:	2220 Westcreek Ln apt1409 Houston, TX 77027 (877) 791-5696	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	Info@blackeagletransportation.com
Classifications:	MBE SBE (Primary) WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Dutchboy Food Systems, Inc

Address:	3809 S. View Circle	Response Status:	No Response

	Knoxville, TN 37902 (865) 385-8474	Invitation Date:	2/14/2025
		Invitation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

Dynamic Foods

Address:	1001 E 33rd St Lubbock, TX 79404 (806) 723-5600	Response Status:	No Response
		Invitation Date:	2/14/2025
		Invitation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

Dynamic Systems Inc

Address:	3901 S Lamar Blvd Suite 300 Austin, TX 78704 (210) 821-6990	Response Status:	Viewed
		Status Date:	3/5/2025 09:48 AM (CT)
Classifications:	CPC (Primary)		
Participation Type:	Active Supplier		
Invitation Type:	Not Invited		

East Pointe Holdings, Inc.

Address:	2814 Bill Owens Pkwy Longview, TX 75605 (903) 375-3310	Response Status:	No Response
		Invitation Date:	2/14/2025
		Invitation Emails:	kebholding@yahoo.com
Classifications:	MBE SBE (Primary) HUB		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

Efficient Consultants

Address:	1626 Wilcox Ave. Los Angeles, CA 90028 (323) 896-5218	Response Status:	No Response
		Invitation Date:	2/14/2025
		Invitation Emails:	ranransom@aol.com
Classifications:	MBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

El Campo Refrigeration & Restaurant Supply, Inc

Address:	25450 US 59 RD	Response Status:	No Response

	El Campo, TX 77437 (979) 543-9039	Invitiation Date:	2/14/2025
		Invitiation Emails:	bobby@elcamporefrigeration.com michaelk@elcamporefrigeration.com
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Elements Food Group Inc.

Address:	5560 W. Brooks Street Montclair, CA 91763 (909) 983-2011	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	clong@elementsfoods.com
Participation Type:	Active Supplier		
Email Status:	Fail		
Invitiation Type:	Automatic		

Elite Boys & Girls Club

Address:	12820 Willow Centre Drive Houston, TX 77066 (832) 907-2249	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	info@eliteboysandgirlsclub.org
Classifications:	MBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Elite Coffee Cafe (Suite Developments LLC)

Address:	6607 West TC Jester Blvd #3D Houston, TX 77091 (713) 680-9955	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	management@elitecoffeecafe.com
Classifications:	WBE (Primary)		
Participation Type:	Active Supplier		
Email Status:	Fail		
Invitiation Type:	Automatic		

Elite Ladies of Expression Inc

Address:	505 North Sam Houston Pkwy Ste 170 D Houston, TX 77060 (832) 767-1210	Response Status:	Viewed
		Status Date:	2/18/2025 01:56 PM (CT)
Classifications:	MBE WBE (Primary)		
Participation Type:	Active Supplier		
Invitiation Type:	Not Invited		

ELP Enterprises, Inc

Address:	9346 Rosstown Way	Response Status:	No Response

	Houston, TX 77080 (832) 969-9947	Invitiation Date:	2/14/2025
		Invitiation Emails:	dan@elpenterprisesinc.com martha@elpenterprisesinc.com ruthann@elpenterprisesinc.com
Classifications:	MBE DIR TIP SBE (Primary) HUB WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Epic Harvest (Epic Harvests LLC)

Address:	5215 Phillips Hwy Suite 3 Jacksonville, FL 32207 (904) 503-5143	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	mike@epic-harvest.com
Participation Type:	Active Supplier		
Email Status:	Fail		
Invitiation Type:	Automatic		

Equipment Preference Inc. (EPI Kitchen)

Address:	2255 Stone Myers Pkw Ste 105 Grapevine, TX 76034 (817) 554-1820	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	jmathis@epikitchen.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Erva Bonita Inc.

Address:	7522 37th Ave, Suite 76 Jackson Heights, NY 11372 (347) 231-0781	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

ES Foods/East Side Entrees

Address:	20 Crossways Park North Woodbury, NY 11797 (516) 682-5494	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	bids@esfoods.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Everyone-COUNTS

Address:	PO BOX 161	Response Status:	No Response

HUMBLE, TX 77347
(713) 594-5393

Invitation Date: 2/14/2025
Invitation Emails: sorymingo@gmail.com

Classifications: MBE (Primary)
WBE

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

Excel Beyond Circumstances (Meredith James)

Address: 11818 Greenmesa Dr.
12402 Greensbrook Forest Dr.
Houston, TX 77044
(281) 809-3996

Response Status: No Response
Invitation Date: 2/14/2025
Invitation Emails: excelbeyond@yahoo.com

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

EXPEDITED BROKERAGE SERVICES

Address: 235 PEACHTREE ST. NE SUITE 400
ATLANTA, GA 30303
(404) 334-7479

Response Status: No Response
Invitation Date: 2/14/2025
Invitation Emails:

Classifications: MBE (Primary)
SBE

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

Export Global Opportunity, Inc.

Address: 23461 Highway 59
Apt 218
PORTER, TX 77365
(346) 907-2299

Response Status: No Response
Invitation Date: 2/14/2025
Invitation Emails: business@exportglobalop.com

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

FAMILY FELLOWSHIP COMMUNITY BAPTIST CHURCH (FAMILY FELLOWSHIP COMMUNITY BAPTIST CHURCH)

Address: 23 Hinterwood Way
1114
Tomball, TX 77375
(281) 687-6329

Response Status: No Response
Invitation Date: 2/14/2025
Invitation Emails: Pastorg.devonjones@gmail.com

Classifications: MBE
SBE (Primary)
WBE

Participation Type: Active Supplier

Email Status:
Invitiation Type: Automatic

FamilyPoint Resources

Address: 725 Bateswood Dr
Houston, TX 77079
(832) 209-1424
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: stephanie.hruzek@familypointresources.com

Fastenal Company

Address: 2001 Theurer Blvd
PO BOX 978
Winona, MN 55987
(507) 454-5374
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: afolkers@fastenal.com

Fat Cat Bakery

Address: 8130 Berry Avenue, Suite 100
Sacramento, CA 95828
(214) 705-5902
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: anthonyt@FatCatScones.com

Fidis Logistics, LLC

Address: 3845 Cypress Creek Pkwy
Suite 210
Houston, TX 77014
(346) 306-8358
Classifications: HUB (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: contact@fidislogistics.com

Fidler Marketing (Fidler Marketing)

Address: 205 N W 66TH Street
Oklahoma City, OK 73116
(405) 843-5001
Classifications: WBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: Viewed
Status Date: 2/14/2025 10:58 AM (CT)
Invitiation Date: 2/14/2025
Invitiation Emails: clark.wadkins@fidlermarketing.com

First Choice Foods

Address:	2840 Bryan Avenue Fort Worth, TX 76104 (817) 870-5066	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	sales@bestchoicefoods.com
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

First Place Foods, LLC

Address:	515 Mills Rd. Garland, TX 75040 (972) 272-1111	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	pat.hunn@firstplacefoods.com
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Fit Foodz, Inc.

Address:	1505 Soaring Hawk Point Atlanta, GA 30339 (678) 296-6425	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	info@fitfoodz.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

FloWater Inc.

Address:	6200 Washington Street Denver, CO 80216 (720) 763-0826	Response Status:	Viewed
		Status Date:	2/14/2025 02:25 PM (CT)
		Invitiation Date:	2/14/2025
Participation Type:	Active Supplier	Invitiation Emails:	joelle@drinkflowater.com
Email Status:			
Invitiation Type:	Automatic		

Food Distributors of NV INC. DBA Smart Foods 4 Schools

Address:	207 S Oakhurst Visalia, CA 93292 (702) 806-7906	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	mike@sf4s1.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Food traders LLC

Address:	10810 Katy Fwy #105	Response Status:	No Response

Houston, TX 77043
(346) 481-2560

Classifications: SBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Invitiation Date: 2/14/2025
Invitiation Emails: administration@foodtradersas.com

Foodscapes (Glanbia Nutritionals, Inc.)

Address: 5500 Nobel Dr. ste 250
Fitchburg, WI 53711
(559) 203-4890

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: ksmithback@glanbia.com

Foodservice Design Professionals (Millunzi & Associates)

Address: 25317 Interstate 45
The Woodlands
The Woodlands, TX 77380
(281) 350-2323

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: mmoore@fdp.org

FoodService Sustainability Solutions

Address: 2106 Moon Station Dr. NW
Kennesaw, GA 30144
(800) 351-8875

Classifications: SBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: keger@fs-sustainability.com

Fork Farms LLC (VRTKL, Inc)

Address: 1025 LOMBARDI AVE
Green Bay, WI 54304
(920) 515-0730

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: josh.schmidt@forkfarms.com
kyle@forkfarms.com
kymm@forkfarms.com

Foster Farms (Foster Poultry Farms)

Address: 1000 Davis Street
P.O. Box 457
Livingston, CA 95334
(800) 344-3116

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: michele.perez@fosterfarms.com

Classifications: CPC (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Franklin Southern Maid Donuts

Address: 6449 Richmond Ave.
Houston, TX 77057
(713) 978-6243
Classifications: MBE
SBE (Primary)
WBE
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: swanfranklin@yahoo.com

FREE Healthy Vending (Ryan OKeefe)

Address: 4315 Kinston Pike Ste. #210
Knoxville, TN 37919
(619) 306-2269
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: operations@freehealthyvending.com

Frenchy's Sausage Company, Inc.

Address: 4220 Pinemont
Houston, TX 77018
(713) 862-2299
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: ida.stradit@frenchyscreole.com
fsc420@aol.com

Fresh Baby LLC

Address: 523 E Mitchell St
Petoskey, MI 49770
(231) 348-2706
Classifications: WBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: becky@freshbaby.com

Fresh Brew Group - Canteen (Canteen)

Address: 2747 W Grand Parkway N Ste. D

Response Status: Viewed

	Katy, TX 77449 (814) 921-0202	Status Date:	2/14/2025 10:11 AM (CT)
		Invitiation Date:	2/14/2025
Classifications:	CPC (Primary)	Invitiation Emails:	Michele.Lanigan@compass-usa.com emily.catechis@compass-usa.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Fresh Provisions, Inc.

Address:	5620 Ledgestone Dr Fort Worth, TX 76132 (941) 685-6333	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Classifications:	SBE (Primary) WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Fresh Start Developmental Learning and Fine Art Center

Address:	1620 Spencer Highway #21 South Houston, TX 77587 (713) 378-0255	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	freshstartlearning2010@gmail.com
Classifications:	MBE (Primary) SBE WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Frito-Lay

Address:	7701 Legacy Dr Plano, TX 75024 (972) 334-7000	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Frosty Treats (FTI Wholesale, Inc.)

Address:	620 East Linwood Blvd Kansas City, MO 64109 (816) 931-9969	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	chris@frostytreats.com
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

FSISW, LLC

Address: 1707 Townhurst
Houston, TX 77043
(713) 463-1400
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Fundraising Forever

Address: 23110 Lodgepoint Drive
Katy, TX 77494
(832) 274-1528
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: daronson7@gmail.com

Fusion Food Marketing & Sales

Address: 13114 TC Jester
Houston, TX 77038
(281) 445-2219
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: marthasmith@fusionfms.com

Gazelle Capital, LLC

Address: 6785 58TH AVE N
Saint Petersburg, FL 33709
(503) 544-7450
Classifications: SBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

GDK Go Inc. DBA Dominos Pizza

Address: 7125 W. Tidwell Rd
L-102
Houston, TX 77092
(713) 416-5566
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: dominosuofh@msn.com

Gem Food Services Corp.

Address: 4310 Ave H #66
Rosenberg, TX 77471
(281) 232-8013
Participation Type: Active Supplier

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: dan@gemfoodservices.com

Email Status:
Invitiation Type: Automatic

Gilman Cheese Corporation

Address: 300 South Riverside Drive
Gilman, WI 54433
(715) 447-8241
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: bfuentes.rd@gmail.com
dee.stewart@gilmancheese.com

Glazier Foods Company

Address: 11303 Antoine
Houston, TX 77066
(832) 375-6300
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Global Coffee Company

Address: 2202 Lamar St
Houston, TX 77003
(713) 222-2291
Classifications: MBE
SBE (Primary)
HUB
Participation Type: Active Supplier
Email Status: Fail
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: Zain@globalcoffeecompany.com

Global Equipment Company Inc.

Address: 11 Harbor Park Drive
Port Washington, NY 11050
(800) 607-8520
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: psbids@globalindustrial.com

Global Food Solutions

Address: PO Box 11115
Hauppage, NY 11788
(877) 728-5550
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: Emisoulis@globalfoodsolutions.co

Global Foods Inc.

Address:	5435 South Durango Drive Las Vegas, NV 89113 (702) 870-7600	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Globe Office Products

Address:	11500 FM 1960 W, Suite 215 Houston, TX 77065 (713) 932-7822	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	globeoff@hotmail.com
Classifications:	MBE SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

GOD FEARING POWER HOUSE (POWER ROCK COMMUNITY CENTR)

Address:	14503 BAMMEL NORTH HOUSTON ROAD SUITE 210 HOUSTON, TX 77014 (832) 714-6214	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Classifications:	MBE SBE HUB (Primary) WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Godfather's Pizza

Address:	5275 Louetta Road Spring, TX 77389 (281) 257-0100	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	pizzaspringtx@gmail.com
Classifications:	MBE (Primary) SBE		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Gold Creek Foods, LLC

Address:	2255 WHITE SULPHUR RD.	Response Status:	No Response

GAINESVILLE, GA 30501
(770) 354-9186

Classifications: CPC (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Invitiation Date: 2/14/2025
Invitiation Emails: jody.hardin@goldcreekfoods.com

Goldkist, A Pilgrim's Pride Company (Pilgrim‘s Pride Corporation)

Address: 1770 Promontory Circle
Greeley, CO 80634
(970) 506-8000

Classifications: CPC (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: goldkist@pilgrims.com

Good Harbor Fillet Co., LLC

Address:
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Gordon Food Service, Inc.

Address: P.O. Box 1787
Grand Rapids, MI 49501-1787
(800) 968-7500

Classifications: CPC (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: Viewed
Status Date: 3/3/2025 01:49 PM (CT)
Invitiation Date: 2/14/2025
Invitiation Emails: gfstexasbid@gfs.com
jennifer.barnhill@gfs.com

Grace Academy Learning Center (Healing the Family, Inc.)

Address: 3730 South Acres Drive
Houston, TX 77047
(832) 439-4191

Classifications: WBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: felichaatthegrace@gmail.com

Greenspring Construction Services

Address: 1405 S Fern St #566
Arlington, VA 22202
(571) 239-4373

Classifications: MBE (Primary)
Participation Type: Active Supplier

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: constructiongreenspring@gmail.com

Email Status:
Invitiation Type: Automatic

Gregory Packaging

Address: 1125 Easton Road
Bethlehem, PA 18015
(973) 465-1113
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: chip@suncupjuice.com

Grewal Bros Trucking Inc

Address: 515 E Greenway Avenue
Turlock, CA 95382
(209) 678-2557
Classifications: MBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: akg5213@sbcglobal.net

GSM Uplift

Address: P.O. Box 1402
Fresno, TX 77545
(713) 444-7494
Classifications: MBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Hadley Farms Bakery

Address: P.O. Box 1000
Smithsburg, MD 21740
(301) 824-2558
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: MARTHASMITH@FUSIONFMS.COM

HAH INC

Address: 6910 Renwick Suites A V
Houston, TX 77081
(832) 718-6611
Classifications: SBE (Primary)
Participation Type: Active Supplier
Email Status: Fail
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: akatz@hahsnackfoods.com

Hapi Drinks, LLC

Address:	807 Brazos Suite 701 Austin, TX 78701 (512) 560-0077	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	karsten@hapidrinks.com
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Hardies Fruit & Vegetable Co. Houston-LP

Address:	1005 N. Cockrell Hill Red Dallas, TX 75211 (214) 426-5666	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Harris School Solution

Address:	2429 Miltary Road Suite 3 Niagra Falls, NY 14304-1551 (310) 292-8324	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	jspence@harriscomputer.com
Classifications:	CPC (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Harvest Hill.

Address:	1 High Ridge park 3rd floor Stamford, CT 06905 (850) 501-2513	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Hawaiian Fruit Freeze (Howie Tropical Flurry Drink, Inc.)

Address:	18909 Huntingtower Castle Blvd Pflugerville, TX 78660 (806) 679-6627	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	bobbiejo@snoballstop.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

HCONE International IMPEX Inc (Enoch Kabutey)

Address:	103 Summit Circle	Response Status:	No Response

Houston
Houston, PA 15342
(724) 731-8721

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Invitiation Date: 2/14/2025
Invitiation Emails:

Healthy Generation Vending, LLC

Address: 2405 South Houston Ave
Humble, TX 77396
(832) 540-2242

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: mray@hgvending.com

Healthy Lunch Box

Address: 614 W Greens
Houston
Houston, TX 77067
(832) 452-8444

Classifications: MBE
HUB (Primary)
WBE

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Heart Nation Inc

Address: 14807 Woodland Hills Drive, #8210
Humble, TX 77396
(832) 614-4938

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: heartnationinc@gmail.com

Heart of Texas Biscuits

Address: 204 Deb Ave
Waco, TX 76712
(254) 753-0046

Classifications: SBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: joel@hotbiscuitsinc.com

Heart of Texas Biscuits Inc.

Address:	204 Deb Avenue WACO, TX 76712 (254) 753-0046	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	joel@hotbiscuitsinc.com
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Heavenly Choices

Address:	3810 Calvacade St. Houston, TX 77026 (832) 771-7877	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Classifications:	MBE (Primary) SBE WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Helfman Ford (Helfman Ford)

Address:	12220 SOUTHWEST FWY helfman ford new car showroom Stafford, TX 77477 (281) 274-7228	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	mw@helfmanford.com
Classifications:	MBE (Primary) SBE WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

HELPING HANDS FITNESS AND NUTRITION

Address:	5959 WEST LOOP SOUTH SUITE 206 BELLAIRE, TX 77401 (713) 582-8249	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	helpinghandsfitnessnutrition@gmail.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

HERB'N SWIGG (HERB'N SWIGG, LLC)

Address:	1472 N. HAMPTON RD STE. 111B DESOTO, TX 75115 (972) 900-0329	Response Status:	Viewed
		Status Date:	2/17/2025 05:23 PM (CT)
		Invitiation Date:	2/14/2025
		Invitiation Emails:	FELICIA@HERBNSWIGG.COM
Classifications:	MBE SBE (Primary)		

WBE
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

HeyTutor, Inc. (HeyTutor, Inc.)

Address: 21700 Oxnard Street
Suite 1540
Woodland Hills, CA 91367
(855) 702-1849
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: proposals@heytutor.com

Hickory Hollow Restaurant (Bayou BBQ Inc.)

Address: 101 heights
houston, TX 77007
(713) 869-6300
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: joseph@hickoryhollow.com

HIGH LINER FOODS

Address: 183 International Drive
Portsmouth, NH 03801
(603) 818-5276
Classifications: CPC (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: dawn.enos@highlinerfoods.com

Hiland Dairy

Address: 16640 Air Center Blvd
Houston, TX 77032
(281) 821-0008
Classifications: CPC (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: Viewed
Status Date: 2/17/2025 01:36 PM (CT)
Invitiation Date: 2/14/2025
Invitiation Emails: dwood@hilanddairy.com

Hiland Dairy Foods Company

Address: 11049 Shady Trail
Dallas, TX 75229
(214) 353-8507
Participation Type: Active Supplier
Email Status:

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Invitiation Type: Automatic

Hill Country Dairies, Inc.

Address: 912 Kramer Ln
Austin, TX 78758
(512) 836-6123
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: carls@hillcountrydairies.com

Hillyard Texas (Hillyard, Inc.)

Address: 12871 Wetmore Rd.
San Antonio, TX 78247
(210) 655-3201
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Hinsdale Farms

Address: 605 Kesco
Bristol, IN 46507
(574) 848-0344
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Horizon Snack Foods, Inc

Address: 7066 Las Positas Rd. Ste. G
Livermore, CA 94551
(925) 215-4232
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: terry@k12foodpros.com

Hormel Food Sales, LLC

Address: 1 Hormel Place
Austin, MN 55912
(320) 235-2622
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: anee.blackman@affinitysales.com

Horns Crew Trucking (Alvin Horn)

Address: 107 B Cherie Ln

Response Status: No Response

	Longview, TX 75604 (903) 295-5856	Invitiation Date:	2/14/2025
		Invitiation Emails:	hornscrewhornscrew@yahoo.com
Classifications:	MBE SBE (Primary) HUB		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Houston Catering Concepts (Voss Catering Inc.)

Address:	5422 Bellaire Blvd Bellaire, TX 77401 (713) 257-9898	Response Status:	Viewed
		Status Date:	2/14/2025 10:01 AM (CT)
		Invitiation Date:	2/14/2025
Participation Type:	Active Supplier	Invitiation Emails:	orders@houstoncatering.com
Email Status:			
Invitiation Type:	Automatic		

Houston Laser & Chemical Supply Inc

Address:	P.O. Box 1183 CYPRESS, TX 77410-1183 (281) 955-0041	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	jaredd@hlcsinc.com
Classifications:	MBE SBE (Primary) WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Houston Urban Debate League

Address:	5535 Memorial Dr. Suite F553 Houston, TX 77007 (713) 584-9349	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	eric.emerson@kinkaid.org
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

HPC Foodservice (Hartford Provision Company)

Address:	625 Nutmeg Rd N South Windsor, CT 06074 (800) 883-9800	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	Rjohnson@hpcfs.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

HRR Wholesalers LLC

Address:	4500 River Rd	Response Status:	No Response

Schiller Park, IL 60176
(224) 422-2400

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Invitiation Date: 2/14/2025
Invitiation Emails: roaldo@hrrwholesalers.com

Hubert Company

Address: 9555 Dry Fork Road
Harrison, OH 45030
(800) 543-7374

Classifications: TAS (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: kwaldron@hubert.com
mhorstman@hubert.com

Hungry's Cafe & Bistro

Address: 2356 Rice Blvd
Houston, TX 77005
(713) 523-8652

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: vanesa@hungryscafe.com

Ice Cream Specialties (Z.I. Rose Inc.)

Address: 92 Broadway
Bedford, OH 44146
(800) 661-8195

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: Icrmspec1@aol.com

Icelandic USA, Inc

Address: 190 Enterprise Dr
Newport News, VA 23603
(757) 820-4056

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

iCook After School

Address: 1801 W Belle Plaine Ave Ste 209
Chicago, IL 60613
(773) 520-1686

Classifications: MBE (Primary)
WBE
Participation Type: Active Supplier

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: Lesya@icookafterschool.com

Email Status:
Invitiation Type: Automatic

Idaho Pacific

Address: 4723 E 100 N
Ririe, ID 83443
(208) 938-0401
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: eichenlaub1@sbcglobal.net

Idahoan Foods, LLC

Address: 900 Pier View Drive
Suite 100
Idaho Falls, ID 83402
(800) 635-6100
Classifications: CPC (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: LRaines@idahoan.com

Imagen Venues (Imagen Venues)

Address: 11903 Eastex Fwy
Houston, TX 77039
(832) 341-5879
Classifications: MBE
SBE (Primary)
Participation Type: Active Supplier
Invitiation Type: Not Invited

Response Status: No Bid
Status Date: 2/18/2025 02:32 PM (CT)
Response Date: 2/18/2025 02:32 PM (CT)

Imperial Dade (Imperial Bag & Paper LLC)

Address: 5200 South Freeway, Suite 110
Ft Worth, TX 76115
(817) 840-2500
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: brian.woodley@imperialdade.com
clay.dibble@imperialdade.com

India House

Address: 8888 W Bellfort
Houston, TX 77031
(713) 929-1900
Classifications: MBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: grant@indiahouseinc.org

Innoseal Systems, Inc.

Address:	10625 Texland Blvd Suite 200 Charlotte, NC 28723 (704) 521-6068	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	connie.rebh@innoseal.com bids@innoseal.com alex.deloscobos@innoseal.com
Classifications:	CPC (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Integrated Food Service (Let‘s Do Lunch, Inc)

Address:	310 W. Alondra Blvd Gardena, CA 90248 (310) 523-3664	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	ym@integratedfoodservice.com
Classifications:	CPC (Primary) SBE		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

J.M. Smucker Company/Smucker Foodservice, Inc. (The J.M. Smucker Company)

Address:	1 Strawberry Lane Orrville, OH 44667 (330) 684-3755	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	smuckersk12@jmsmucker.com
Classifications:	CPC (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

J.O.Y. Foods, Inc.

Address:	6940 Marvin D. Love Frwy. Dallas, TX 75237 (972) 296-8575	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	pbrown@joyfoodsinc.com
Classifications:	MBE HUB WBE (Primary)		
Participation Type:	Active Supplier		
Email Status:	Fail		
Invitiation Type:	Automatic		

J.R. Simplot Company

Address:	6360 S. Federal Way Boise, ID 83716 (208) 384-8354	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	Caroline.Burum@simplot.com
Participation Type:	Active Supplier		
Email Status:			

Invitiation Type: Automatic

Jake's Finer Foods

Address: 13400 Hollister Drive
Houston, TX 77086
(713) 293-1618
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Jean's Restaurant Supply (TARI INC)

Address: 426 S Staples
Corpus Christi, TX 78401
(361) 884-9800
Classifications: CPC (Primary)
TAS
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Bid
Status Date: 2/21/2025 10:25 AM (CT)
Response Date: 2/21/2025 10:26 AM (CT)
Invitiation Date: 2/14/2025
Invitiation Emails: bibi@jeansrs.com

Jeans Restaurant Supply (TARI Inc. dba Jeans Restaurant Supply)

Address: 1213 E. Pecan
Mcallen, TX 78501
(956) 551-0239
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: Viewed
Status Date: 2/14/2025 10:47 AM (CT)
Invitiation Date: 2/14/2025
Invitiation Emails: wally@jeansrs.com

JES Restaurant Equipment

Address: 2108 Hwy 72 West
Greenwood, SC 29649
(864) 223-8222
Classifications: SBE (Primary)
WBE
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: natasha@jesrestaurantequipment.com

Jits to Gents

Address: 2927 Silhouette Bay Dr
Pearland, TX 77584
(832) 723-9715
Classifications: MBE
SBE (Primary)
Participation Type: Active Supplier
Email Status:

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Invitiation Type: Automatic

JNSFOODS

Address: 6635 west commercial blvd
tamarac, FL 33319
(954) 718-7958
Classifications: WBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: bidpricing@jnsfoods.com

John Williams (Mrs litha child care center)

Address: 410 east Fairmont suite G
La porte, TX 77571
(713) 240-5867
Classifications: MBE
SBE (Primary)
HUB
WBE
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: lithawalley@gmail.com

Jones-Neitzel Co

Address: 12850 Spurling Dr., #114
Dallas, TX 75230
(214) 526-2876
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Jonny Pops, LLC

Address: 3600 Alabama Ave S
St. Louis Park
St. Louis Park, MN 55416
(651) 243-0705
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

jp ice cream (ja-en enterprises)

Address: 1305 Maco Drive
Pharr, TX 78577
(956) 782-0085
Classifications: CPC (Primary)
Participation Type: Active Supplier

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: info@jpicecream.com

Email Status:
Invitation Type: Automatic

JTM Food Group (J.T.M. Provision‘s Company, Inc)

Address: 200 Sales Dr
Education Division
Harrison, OH 45011
(513) 367-4900
Classifications: CPC (Primary)
TIP
Participation Type: Active Supplier
Email Status:
Invitation Type: Automatic

Response Status: No Response
Invitation Date: 2/14/2025
Invitation Emails: JTMk12bids@jtmfoodgroup.com

Kajillion Management Group LLC

Address: 1717 Turning Basin Dr STE# 380
Houston, Texas 77029, TX 77029
(832) 804-9392
Classifications: MBE
HUB
WBE (Primary)
Participation Type: Active Supplier
Invitation Type: Not Invited

Response Status: Viewed
Status Date: 2/21/2025 10:46 AM (CT)

Kalpra Tech Solutions LLC

Address: 13111 Westheimer Rd., Suite 311
Houston, TX 77077
(832) 258-1156
Classifications: MBE
HUB (Primary)
Participation Type: Active Supplier
Email Status:
Invitation Type: Automatic

Response Status: No Response
Invitation Date: 2/14/2025
Invitation Emails: usharani.yenugu@kalpratech.com

KANKO (Floyd's Chores & Odd Jobs)

Address: 2031 Cedar Valley
Dallas
Dallas, TX 75232
(469) 554-8409
Participation Type: Active Supplier
Email Status:
Invitation Type: Automatic

Response Status: No Response
Invitation Date: 2/14/2025
Invitation Emails: kankobidops@gmail.com

Karlsburger

Address: 3236 Chesea Road West

Response Status: No Response

Monticello, MN 55362
(763) 295-2273

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Invitiation Date: 2/14/2025
Invitiation Emails: tracik@karlsburger.com

Karlsburger Foods Inc.

Address: 3236 Chelsea Rd West
Monticello, MN 55362
(763) 295-2273

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Bid
Status Date: 2/26/2025 09:48 AM (CT)
Response Date: 2/26/2025 09:48 AM (CT)
Invitiation Date: 2/14/2025
Invitiation Emails: hollyk@karlsburger.com

KD Acquisition I, LLC dba Kings Delight (Kings Delight)

Address: PO Box 5935
Gainesville, GA 30504-0935
(770) 536-5177

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Kendrick Skipper dba Chick-fil-A at Magnolia

Address: 6543 FM 1488
Magnolia, TX 77354
(832) 515-3440

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Kent Precision Foods Group

Address: 11457 Olde Cabin Rd
St. Louis, MO 63141
(314) 400-2548

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

KEYIMPACT SALES & SYSTEMS

Address: PO BOX 150818
AUSTIN, TX 78715
(512) 682-7345

Classifications: TIP
TPA (Primary)

Participation Type: Active Supplier
Email Status:

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Invitiation Type: Automatic

KeyImpact Sales & Systems, Inc.

Address: 1455 E. Sam Houston Pkwy
Suite 150
Pasadena, TX 77503
(281) 479-5800

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: jsmith@kisales.com

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Kids' Powerhouse

Address: 17102 Stone Stile Dr
Friendswood, TX 77546
(832) 805-4809

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: chelseajbwa@hotmail.com

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Kidz Knect Resource Center

Address: 1340 Cypress Station Drive Suite A2
Houston, TX 77090
(281) 781-8800

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: kidzknectrc@aol.com

Classifications: MBE (Primary)
SBE
HUB
WBE

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Kingdom Kidz Academy & Family Resource Center

Address: 5137 FM 1960 Rd E
Humble, TX 77346
(832) 995-6121

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: kkafrc@gmail.com

Classifications: MBE
WBE (Primary)

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Kings Delight

Address: 2063 Memorial Park Road
PO Box 5935
Gainesville, GA 30504
(770) 536-5177

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Classifications: TIP (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Kingway Community Inc

Address: 18207 willow ct
Spring, TX 77379
(916) 509-2194
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: Coacheric17@yahoo.com

Kirby Supply (Kirby Supply)

Address: 809 S Eastman Rd
Longview, TX 75602
(903) 757-2723
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: matthewp@kirbysupply.com

Kitchen Resources, L.P.

Address: 2102 Fair Park Blvd.
Harlingen, TX 78550
(956) 423-2491
Classifications: MBE
TAS
HUB
WBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Klement Distribution, Inc.

Address: 3271 S Hwy 287
P.O. Box 505
Decatur, TX 76234
(940) 627-1773
Classifications: WBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: courtny.strom@klementford.com

Klement Ice Cream Vendors (Karl Klement Properties, Inc.)

Address: 2670 S Highway 287

Response Status: No Response

Decatur, TX 76234
(817) 501-7134

Classifications: WBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Invitiation Date: 2/14/2025
Invitiation Emails: courtny.strom@klementford.com

Kommercial Kitchens (Terry Woodard Enterprises, Inc)

Address: 2510 IH 10
Beaumont, TX 77703
(409) 769-1199

Classifications: CPC (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: Jay@kommercialkitchens.com

KQ GLOBAL TRANSPORTATION LLC (KQ TRUCKING LLC)

Address: 440 Louisiana St. Suite 900
Houston, TX 77002
(832) 314-9797

Classifications: MBE (Primary)
SBE
WBE
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Kraft Heinz Foods Company (Kraft Heinz Foods Company)

Address: 1 PPG Place, Suite 3400
Pittsburgh
Pittsburgh, PA 15222
(412) 237-3842

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: Brittany.Heflin@kraftheinz.com

Kurz & Co.

Address: 7 Champions Court Trail
Houston, TX 77069
(713) 861-9555

Classifications: CPC (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: dougkurz@kurzco.com
tanyakurz@kurzco.com

La Brisa Ice Cream

Address:	7840 Canal St Houston, TX 77012 (713) 926-3450	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	Jose@labrisaicecream.com Ricardo@labrisaicecream.com
Classifications:	MBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

LA COSTENITA DISTRIBUTOR INC (Azteca Tax and Bookkeeping)

Address:	2002 E 4th St austin AUSTIN, TX 78702 (512) 785-9950	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	val.azteca@yahoo.com
Classifications:	CPC (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

La Lueur Health & Wellness (Lumin Diagnostic Services, LLC)

Address:	1636 North Hampton rd Suite 104 desoto, TX 75115 (214) 377-8490	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	tammy.marshall@luminds.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Labatt Food Service

Address:	4500 Industry Park San Antonio, TX 78218 (210) 661-4216	Response Status:	Viewed
		Status Date:	3/3/2025 08:42 AM (CT)
		Invitiation Date:	2/14/2025
Classifications:	CPC (Primary) TPA	Invitiation Emails:	cmcgee@labattfood.com jdeiorio@labattfood.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Lakeland Dallas (LMI Enterprises LLC)

Address:	207 E Main Street Allen, TX 75002 (972) 866-9191	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	lpilat@lakelanddal.com vsmith@lakelanddal.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Lakeland Marketing

Address:	5730 Root Rd Spring Spring, TX 77379 (713) 894-3927	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	bob@lakelandhouston.com
Participation Type:	Inactive Supplier		
Email Status:			
Invitiation Type:	Automatic		

Lamb Weston

Address:	599 S Rivershore Lane Eagle, IL 83616 (630) 445-6008	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	susan.beckmann@lambweston.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Land of the Chosen

Address:	10306 Autumn Harvest Houston, TX 77064 (832) 798-4354	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	Tedrick_stephens@yahoo.com
Classifications:	MBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Land O'Lakes/Advantage Waypoint LLC (Land O‘Lakes)

Address:	13521 Prestige Place Tampa, GA 33635 (813) 282-0200	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	bids.west@asmwaypoint.com
Classifications:	CPC (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Lange Distributing Company Incorporated

Address:	P.O. Box 3457 Bryan, TX 77805 (979) 779-0208	Response Status:	Viewed
		Status Date:	2/19/2025 12:29 PM (CT)
		Invitiation Date:	2/14/2025
Participation Type:	Active Supplier	Invitiation Emails:	kdlange@sbcglobal.net
Email Status:			
Invitiation Type:	Automatic		

Latin Specialties LLC

Address:	4132 Airline Drive	Response Status:	No Response

	Houston, TX 77022 (713) 861-8107	Invitiation Date:	2/14/2025
		Invitiation Emails:	
Classifications:	MBE (Primary) HUB		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Launch Point CDC, Inc.

Address:	5807 Little York Houston Houston, TX 77016 (281) 541-9776	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Classifications:	MBE (Primary) SBE HUB WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Lazo Food Brokerage (Vanessa Lazo)

Address:	11319 Inwood Drive Houston, TX 77077 (832) 378-4137	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	vanessa@lazobrokerage.com
Participation Type:	Active Supplier		
Email Status:	Fail		
Invitiation Type:	Automatic		

Learnskilz Consultants LLC (N/A)

Address:	2306 Umber Oaks Lane Fulshear, TX 77423 (281) 541-0172	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	info@learnskilz.com
Classifications:	MBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Liberty Office Products (Liberty Data Products, Inc)

Address:	8744 Westpark Houston, TX 77063 (713) 789-3282	Response Status:	Unsubmitted
		Status Date:	2/14/2025 10:02 AM (CT)
		Invitiation Date:	2/14/2025
Classifications:	CPC (Primary) TXM SBE	Invitiation Emails:	swiland@libertyoffice.com shawnea@gatewayp.com
Participation Type:	Active Supplier		

Email Status:
Invitiation Type: Automatic

Lighthouse Groups LLC

Address: 11556 Philmar Lane
Saint Louis, MO 63138-1720
(314) 629-2766
Classifications: MBE (Primary)
SBE
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: lighthousegroups@sbcglobal.net

Little Ones Daycare (Little Ones Daycare)

Address: 1905 Shaver Street
Pasadena, TX 77502
(832) 830-5142
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: sangeetag20@yahoo.com

Lockridge Packaging, LLC

Address: 4402 Rex Road
Friendswood, TX 77546
(281) 992-2552
Classifications: SBE
HUB (Primary)
WBE
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: david.b@lockridgepkg.com

Lone Star Coffee LLC

Address: 7413 Railhead ln.
Houston, TX 77086
(832) 912-1325
Classifications: MBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Lott Marketing

Address: 1328 South Loop West #102
Houston, TX 77054
(713) 799-9394
Participation Type: Active Supplier

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: sheryl@lottmarketing.com

Email Status: Fail
Invitiation Type: Automatic

Luna's Kitchen LLC

Address: 434 Drury Ln
San Antonio, TX 78221
(210) 924-0086
Classifications: MBE (Primary)
SBE
WBE
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: Lkfoodcatering@aol.com

Lux Bakery, Inc.

Address: 1734 CENTENNIAL BLVD.
SUITE 106
SAN ANTONIO, TX 78211
(210) 698-8997
Classifications: MBE
SBE
HUB (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: jennifersegura@lux-bake.com

M.C.I. Foods/Los Cabos Mexican Foods (M.C.I. Foods, Inc.)

Address: 13013 Molette Street
Santa Fe Springs, CA 90670-5521
(561) 977-4000
Classifications: MBE
CPC (Primary)
TPA
SBE
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: dan@mcifoods.com
bids@mcifoods.com

MAC Pizza Management - Domino's Pizza (MAC Pizza Management, Inc.)

Address: 12633 State Highway 30
College Station, TX 77845
(979) 695-9912
Classifications: CPC (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: BeckyW@macpizza.net

Macana Global, LLC

Address:	4040 Broadway St. Suite 240-141 San Antonio, TX 78209 (210) 871-9359	Response Status:	Unsubmitted
		Status Date:	2/19/2025 10:47 AM (CT)
		Invitiation Date:	2/14/2025
		Invitiation Emails:	govsales@macanaglobal.com
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Magic Seasoning Blends, LLC

Address:	720 Distributors Row New Orleans, LA 70123 (504) 731-3590	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	jpoole@chefpaul.com
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Maid-Rite Specialty Foods, LLC

Address:	105 Keystone Industrial Park Dunmore, PA 18512 (570) 343-4748	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	bsamsell@mr-specialty.com dwanyo@mr-specialty.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Mainfreight (Mainfreight)

Address:	6626 S 228th ST Kent, WA 98032 (206) 637-2819	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Maks Snak Shak, LLC

Address:	28708 18th ave s w202 federal way, WA 98003 (971) 517-0818	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	makssnackshack5@gmail.com
Classifications:	MBE WBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Manhattan Beach Cream'wich LLC

Address:	10705 Bloomfield St Los Alamitos, CA 90720 (562) 805-4784	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Mark Mills

Address:	5818 WInchester Pike Canal Winchester, OH 43110 (614) 902-0236	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

MARY LOUS TWIRLERS & DRILL TREAM (TERRY LYNN DAVIS)

Address:	5010 CHENNAULT HOUSTON, TX 77033 (832) 996-8795	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	tldavis42@yahoo.com
Classifications:	MBE SBE (Primary) WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Masters Distribution (The Masters Distribution Systems Company, Inc.)

Address:	605 Ave R Grand Prairie, TX 75050 (214) 728-3327	Response Status:	Submitted
		Status Date:	2/14/2025 11:56 AM (CT)
		Response Date:	3/6/2025 10:33 AM (CT)
		Invitiation Date:	2/14/2025
Classifications:	CPC (Primary) HUB WBE	Invitiation Emails:	mtrull@mastersdistribution.com twiltse@mastersdistribution.com WENDY.LONEY@MASTERSDISTRIBUTION.COM
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

McLane Global (McLane Global)

Address:	1902 Cypress Station Drive, Ste 200 Houston Houston, TX 77090 (832) 747-2603	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Participation Type:	Active Supplier		

Email Status:
Invitiation Type: Automatic

McLean Marketing

Address: 128 Sage Oaks Trail
Boerne, TX 78006
(830) 336-2130
Classifications: WBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: bids@mcleanmktg.com

Mcliff Vending & Office Coffee Service (Mcliff Partner, LTD)

Address: 204 West Powell Lane Bldg. # 4
Austin, TX 78753
(512) 441-8424
Classifications: TPA (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: dclayton@mcliff.com

McNairn Packaging

Address: 6 Elise Street
westfield, MA 01085
(800) 867-1898
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: Jlightle@mcnairnpackaging.com

Meagan Copelin Global Management Consultants

Address: 9022 Thunder Acres Drive
Cypress, TX 77433
(346) 634-8720
Classifications: MBE
SBE (Primary)
HUB
WBE
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Mendoza Fresh Produce

Address: 2564 Airline Dr.
Houston, TX 77009
(713) 862-4668
Participation Type: Active Supplier

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: victor@mendozafreshproduce.com

Email Status:
Invitiation Type: Automatic

MenuLogic K12 (Foodworks Technologies)

Address: PO Box 7126
Fishers, IN 46038
(317) 204-2353
Classifications: CPC
SBE
WBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Merch CLub (Merch Club, LLC)

Address: 1049 S. 20th St.
Omaha, NE 68108
(531) 777-0347
Participation Type: Active Supplier
Invitiation Type: Not Invited

Response Status: Viewed
Status Date: 2/23/2025 08:30 AM (CT)

Metroplex Ice Machines, LLC

Address: 1126 South Saint Mary's Street
San Antonio, TX 75234
(817) 692-4924
Classifications: HUB (Primary)
WBE
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: treyb@metroplexice.com

Michael Foods Inc.

Address: 9350 Excelsior Blvd
Suite 300
Hopkins, MN 55343
(952) 258-4000
Classifications: CPC (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: jamie.skinner@michaelfoods.com

Mission Foods (Gruma Corporation)

Address: 14940 West 167th Terrace
Olathe, KS 66062
(913) 481-8935
Participation Type: Active Supplier

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: KELLYH099@missionfoods.com

Email Status:
Invitiation Type: Automatic

Mission Squash

Address: PO Box 540693
Houston, TX 77254
(832) 701-0679
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: maggie@missionsquash.org

MJR EDUCATIONAL SUPPLIES (MJR EDUCATIONAL SUPPLIES)

Address: 14504 Briar Forest Drive
Houston, TX 77077
Houston
Houston, TX 77077
(615) 519-7539
Participation Type: Active Supplier
Invitiation Type: Not Invited

Response Status: Viewed
Status Date: 2/18/2025 10:59 AM (CT)

Momentum Global Solutions, LLC

Address: 1500 Hadley St Unit 1933
Houston, TX 77251
(404) 821-2377
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: momentumglobalsolutions@gmail.com

Monocoque Diversified Interest

Address: 1214 West 9th
Austin, TX 78703
(512) 965-5854
Classifications: MBE
SBE (Primary)
WBE
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

MoonLyte Treats LLC

Address: 10700 Richmond Ave
Ste 223A
houston, TX 77042
(346) 222-1153
Classifications: MBE (Primary)
SBE
WBE

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: chefcryshimes@gmail.com

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Mrs. Clark's Foods (MCF Operating LLC)

Address: 740 SE Dalbey Drive
Ankeny, IA 50021
(515) 299-6400
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: mcfcommodities@mrsclarks.com
amartin@mrsclarks.com

Muffin Town (JSB Industries, Inc.)

Address: 130 Crescent Avenue
Chelsea, MA 02150
(617) 846-1565
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: noreengunther@muffintown.com

Multi Foods, LLC (Bento Foods)

Address: 10887 S Wilcrest Drive
Houston, TX 77099
(713) 773-0818
Classifications: MBE (Primary)
SBE
Participation Type: Active Supplier
Email Status: Fail
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: lisa@bentofoods.org

Mustang Custom Foods LLC

Address: 4020 Black Gold Dr
Dallas, TX 75247
(214) 937-4665
Classifications: SBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: brian@mustangfoods.com

Nardone Bros Baking Co Inc.

Address: 420 New Commerce Blvd
Wilkes Barre, PA 18706
(570) 823-0141
Classifications: TCP (Primary)
Participation Type: Active Supplier
Email Status:

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: vincent.nardone@nardonebros.com

Invitiation Type: Automatic

National Food Group, Inc

Address: 46820 Magellan Dr.
Suite A
Novi, MI 48377
(734) 446-1133

Classifications: CPC (Primary)
SBE

Participation Type: Active Supplier

Email Status:

Invitiation Type: Automatic

Response Status: No Response

Invitiation Date: 2/14/2025

Invitiation Emails: ngoetz@nationalfoodgroup.com

National Restaurant Supply

Address: 7125 Industrial Ave.
El Paso, TX 79915
(915) 544-2121

Classifications: TCP (Primary)

Participation Type: Active Supplier

Email Status:

Invitiation Type: Automatic

Response Status: No Response

Invitiation Date: 2/14/2025

Invitiation Emails:

NC Industrial Labor & Cable Contractors (Springing Stars, Llc)

Address: 1208 E Fox St
South Bend, IN 46613-3114
(901) 281-0000

Classifications: MBE
SBE (Primary)
WBE

Participation Type: Active Supplier

Email Status:

Invitiation Type: Automatic

Response Status: No Response

Invitiation Date: 2/14/2025

Invitiation Emails: nekimashepard@ncindustrialcontractorsllc.com
aaron@americastechnicianservices.com

Nehara LLC - Woder DBA (Nehara LLC)

Address: 8 The Green, Suite #8455
Dover, DE 19901-3618
(302) 455-2254

Participation Type: Active Supplier

Email Status:

Invitiation Type: Automatic

Response Status: No Response

Invitiation Date: 2/14/2025

Invitiation Emails:

Nerraw Enterprises Worldwide LLC (Nerraw Enterprises Worldwide LLC)

Address: 1520 N BECKLEY AVE APT 914
DALLAS, TX 75203
(469) 386-7033

Classifications: MBE
SBE (Primary)

Response Status: No Response

Invitiation Date: 2/14/2025

Invitiation Emails: reachbdw@gmail.com

HUB
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Newton Brokerage (Margueritte D. Newton)

Address: 2424 Park
#one
Houston, TX 77019
(713) 520-1779
Classifications: WBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: newtonbrokerage@aol.com

Niagara Bottling, LLC

Address: 1440 Bridgegate Dr
Diamond Bar, CA 91765
(909) 226-7343
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: Viewed
Status Date: 2/14/2025 12:51 PM (CT)
Invitiation Date: 2/14/2025
Invitiation Emails: egallo@niagarawater.com

Nicho Produce Co., Inc.

Address: 925 N. 10th Ave
Edinburg
Edinburg, TX 78541
(956) 383-5633
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: tommy@nichoproduce.com

Nippon Shokken U.S.A

Address: 11241 Richmond Ave Suite E100
Houston, TX 77082
(281) 759-5601
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

No Touch Easy Gloves

Address: 20527 Rhodes Rd
HOUSTON, TX 77388
(713) 466-5790
Classifications: CPC (Primary)
SBE

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: kalee@notoucheasygloves.com
rosalind@notoucheasygloves.com

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Nogales Produce Inc.

Address: 8820 Forney Rd.
Dallas, TX 75227
(214) 275-3500
Classifications: MBE (Primary)
HUB
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

NORDCO Marketing, Inc.

Address: 66 E. Green Gables Circle
The Woodlands, TX 77382
(713) 724-3753
Classifications: SBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: jimnordhaus@gmail.com

Northbourne Food Suppliers

Address: 19728 Saums RD Suite 130
Houston, TX 77084
(281) 855-8344
Classifications: MBE
WBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Northlake Education LLC

Address: 23011 Crystal Downs Ct
Katy, TX 77450
(833) 913-6652
Classifications: MBE
HUB (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

notables (notables)

Address: 6010 Earle Brown Drive

Response Status: No Response

Brooklyn Center, MN 55430
(763) 504-5472

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Invitiation Date: 2/14/2025
Invitiation Emails: jborowicz@notables.com

NT Printing Services

Address: 505 N Sam Houston Pkwy #4258
Houston, TX 77060
(832) 288-5729

Classifications: MBE
SBE (Primary)
WBE

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: twania@ntprintingandpromo.org

NU Health Foods, LLC

Address: PO Box 12376
Marina Del Rey, CA 90292
(800) 806-0519

Participation Type: Active Supplier
Email Status: Warn
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: jazmin@nuheatlhfruit.com
evan@nuhealthfruit.com

OAK FARMS DAIRY

Address: 3430 Leeland St
Houston, TX 77003
(713) 224-6161

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: Viewed
Status Date: 2/28/2025 10:52 AM (CT)
Invitiation Date: 2/14/2025
Invitiation Emails: oakfarmsales@dfamilk.com
mpaulk@dfamilk.com
oscar.caballero@dfamilk.com

Oasis International (LVD Acquisition, LLC)

Address: 222 East Campis View Blvd.
Columbus, OH 43235
(614) 861-1350

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: Viewed
Status Date: 2/19/2025 12:11 PM (CT)
Invitiation Date: 2/14/2025
Invitiation Emails: crice@oasiscoolers.com

OBK DIRECT LLC

Address: 4096 county toad 353
Brazoria, TX 77422
(832) 782-0528

Classifications: MBE

Response Status: Unsubmitted
Status Date: 2/25/2025 10:05 AM (CT)

SBE (Primary)
Participation Type: Active Supplier
Invitiation Type: Not Invited

ODP Business Solutions

Address: 6600 N Military Trl
Boca Roton, FL 33496
(561) 438-4800
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: madison.rheaume@odpbusiness.com

Off My Plate Food Program Consultants (Hope Jones Enterprises, LLC)

Address: 579 Lee Road 450
Phenix City, AL 36870
(850) 294-3828
Classifications: MBE
SBE (Primary)
WBE
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

OmniPre Connect LLC

Address: 300 Main Street
PO Box 245
North Easton, MA 02356
(508) 272-4390
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: Info@omniprehealthcarestaffing.com

One More Round Inc

Address: 10702 Ballantine Street
Houston, TX 77075
(832) 920-9411
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: 1moreroundinc@gmail.com

Open Hearts Home Respite Care (OpenHearts Hearts Family Services)

Address: 5931 Ledbetter
Houston, TX 77087
(409) 256-5677
Participation Type: Active Supplier
Invitiation Type: Not Invited

Response Status: Viewed
Status Date: 2/18/2025 08:59 PM (CT)

Oswalt Restaurant Supply (Oswalt Restaurant Supply)

Address:	4532 Enterprise Drive Oklahoma City, OK 73128 (405) 843-9000	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	adam.king@oswalt.biz
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Otis Spunkmeyer LLC

Address:	14490 Catalina St. San Leandro, CA 94577 (800) 938-1900	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Out of the Shell DBA Yangs 5th Taste

Address:	9658 Remer Street South El Monte, CA 91733 (626) 401-1923	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Classifications:	MBE CPC (Primary) WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Paint Box Creations (Paint Box Creations)

Address:	7941 Katy Freeway 165 houston, TX 77024 (989) 890-2786	Response Status:	Viewed
		Status Date:	2/17/2025 05:06 PM (CT)
Classifications:	MBE (Primary)		
Participation Type:	Active Supplier		
Invitiation Type:	Not Invited		

Papa John's (GFPM LLC)

Address:	6107 Romona Blvd Houston, TX 77086 (713) 548-6659	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	jmorgan1980@gmail.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Papa John's Pizza (Houston Pizza Venture, LP)

Address:	13131 Champions Drive	Response Status:	No Response

110
Houston, TX 77069
(281) 580-6088

Invitiation Date: 2/14/2025
Invitiation Emails:

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

PAPA JOHN'S PIZZA (ZKS VENTURES INC)

Address: 138 SOUTHMORE AVE
PASADENA, TX 77502
(713) 885-1821

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: zeeshanfareed@gmail.com

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Papa Murphy's Pizza (Limmrick Pizza Works Memorial, LLC)

Address: 2105 Limrick Drive
Pearland, TX 77581
(281) 484-4152

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Classifications: SBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Paradise Produce (Paradise Fruits AND Vegetables)

Address: 2500 S Good Latimer
Dallas, TX 75215
(214) 741-8103

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Classifications: MBE (Primary)
SBE
HUB
WBE

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Partstown (fka Heritage Foodservice Equipment)

Address: 5130 EXECUTIVE BLVD
FORT WAYNE, IN 46808
(800) 458-5593

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: sabrina.lytle@heritageparts.com
contractservices@partstown.com

Classifications: CPC (Primary)
TCP

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

PASCO BROKERAGE, INC.

Address:	P.O. BOX 260399 PLANO, TX 75026-0399 (972) 596-3350	Response Status:	Viewed
		Status Date:	3/4/2025 09:05 AM (CT)
		Invitiation Date:	2/14/2025
Classifications:	CPC (Primary) TAS TPA SBE HUB WBE	Invitiation Emails:	kmason@pascoinc.net
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Patterson Medical Supply Inc.

Address:	28100 Torch Parkway Suite 700 Warrenville, IL 60555 (800) 323-5547	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	ben.frodl@pattersonmedical.com Danielle.Miskimen@pattersonmedical.com kendall.kurilla@pattersonmedical.com
Participation Type:	Active Supplier		
Email Status:	Fail		
Invitiation Type:	Automatic		

Payton's Blend (Payton‘s Blend LLC)

Address:	4109 Englewood St Houston, TX 77026 (888) 550-4619	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	paytonsblend@hotmail.com
Classifications:	MBE SBE (Primary) HUB		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

PCMC BUSINESS SERVICES (PC MAC COMPUTERS LLC)

Address:	1700 jackson keller road 504 San Antonio, TX 78213 (172) 623-7663	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Classifications:	MBE SBE (Primary) HUB		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Peace Love & Plants LLC

Address:	241 W. Main St	Response Status:	No Response

	Azle, TX 76020 (817) 929-3146	Invitiation Date:	2/14/2025
		Invitiation Emails:	
Classifications:	SBE WBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Peak Supply Solutions

Address:	22 Lincoln Way Buckhannon, WV 26201 (304) 613-5625	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	scollett@peakssllc.com
Classifications:	SBE (Primary) WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

PepsiCo

Address:	9300 Laporte Freeway Houston, TX 77017 (713) 645-4111	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	amber.morrow@pepsico.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

PepsiCo Foodservice

Address:	522 Savannah Springs Way Spring, TX 77373-4971 (281) 216-0201	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	ruben.rodriguez@pepsico.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Perdue Foods LLC

Address:	31149 Old Ocean City Road Salisbury, MD 21804 (410) 543-3000	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Classifications:	TIP (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Perfect Parfait Holdings LLC

Address:	5700 Granite Parkway, Tower #2,	Response Status:	No Response

	Suite Plano, TX 75024 (844) 336-4300	Invitiation Date: Invitiation Emails:	2/14/2025
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

PHD Resources & Taxes

Address:	7324 Southwest Fwy 460H Houston Houston, TX 77074 (346) 204-5158	Response Status: Invitiation Date: Invitiation Emails:	No Response 2/14/2025 positivehelpdetermined@gmail.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Phil-Paul Tax Services (Phil-Paul Tax Services)

Address:	1918 Freeman st Houston, TX 77009 (832) 267-9936	Response Status: Invitiation Date: Invitiation Emails:	No Response 2/14/2025
Classifications:	MBE (Primary) SBE HUB		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Pollock

Address:	One Pollock Place Grand Prairie, TX 75050 (832) 265-7604	Response Status: Invitiation Date: Invitiation Emails:	No Response 2/14/2025 Melissa.harris@pollockpaper.com walt.hannath@pollock.com
Classifications:	TAS (Primary) TXM		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

PPE Supply Pro

Address:	100 NW 6th Street 2203 Miami, FL 33136 (561) 808-6920	Response Status: Invitiation Date: Invitiation Emails:	No Response 2/14/2025
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			

Invitiation Type: Automatic

Precinct2gether, Inc.

Address: 14350 Wallisville Rd, Ste 101
Houston, TX 77049
(713) 274-6800
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: tammy.taylor@pct2.hctx.net
p2gsupport@pct2.hctx.net

Preferred Meal Systems, Inc

Address: 5240 St. Charles
Berkeley, IL 60163
(800) 886-6325
Participation Type: Active Supplier
Email Status: Fail
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: rstephens@preferredmealsystems.com

Preferred Packaging Sales & Service (Sycamore Sales Inc.)

Address: 5903-C Peachtree Industrial Blvd.
Norcross, GA 30092
(770) 416-0088
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: Lsterger@prefpkg.com

Preschool Express Learning Academy

Address: 1502 First St
Suite E
Humble, TX 77338
(281) 706-7820
Classifications: MBE (Primary)
WBE
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Prime Central Store (Waretrack, Inc.)

Address: 6229 Theall Road
Suite B
HOUSTON, TX 77066
(832) 652-3949
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: gms@medisouth.com

Pro Beverage Solutions, LLC

Address:	PO Box 341611 Austin, TX 78734 (512) 592-0323	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	mike@probeveragesolutions.com
Participation Type:	Active Supplier		
Email Status:	Fail		
Invitiation Type:	Automatic		

Prodigy Community Development

Address:	20823 Divellec Lane Spring, TX 77388 (713) 992-8273	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	prodigycdinc@gmail.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Prolocks LLC

Address:	5228 Dillon Cir, Haltom City, TX 76137 Haltom City, TX 76137 (317) 499-8298	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Prosperity Community Outreach

Address:	450 North Sam Houston Pkwy East #101 Houston, TX 77060 (281) 448-5700	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	info@pcoinc.org
Classifications:	MBE SBE (Primary) WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Proview Foods LLC

Address:	311 Green St Suite 500 Gainseville, GA 30501 (770) 532-3058	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	eichenlaub1@sbcglobal.net
Classifications:	USC (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Purposed Pressure Inc.

Address:	7722 Pasture Bend Ln Cypress, TX 77433 (832) 326-7408	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	mrs.whittaker30@yahoo.com
Classifications:	MBE (Primary) WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

PWXpress (PWXpress)

Address:	1900 Coffeeport Rd, , Jacksonville, FL 32208 (408) 676-8941	Response Status:	Viewed
		Status Date:	2/19/2025 02:07 PM (CT)
Participation Type:	Active Supplier		
Invitiation Type:	Not Invited		

Quality Star Products Ltd.

Address:	3930 Miller Park Drive Garland, TX 75042 (972) 272-8079	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Classifications:	MBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Quantum Foods, LLC

Address:	750 South Schmidt Road Bolingbrook, IL 60440 (800) 334-6328	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	hvongmany@quantumfoods.com lmcgaffee@quantumfoods.com
Participation Type:	Active Supplier		
Email Status:	Fail		
Invitiation Type:	Automatic		

Quillian Center (Quillian Memorial Center)

Address:	10570 Westpark Dr Houston, TX 77042-5231 (713) 458-4707	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	bokosun@quilliancenter.org
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Rainbow Water Purification

Address:	12002 Cassandra Lane Houston, TX 77064 (281) 874-9736	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Classifications:	MBE		

TAS
HUB (Primary)

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Raising Cane's

Address: 6800 Bishop Rd
Plano, TX 75024
(713) 880-8799

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: mheins@raisingcanes.com

Ramos & Harrison

Address: 224 N Mesquite St
Corpus Christi
Corpus Christi, TX 78401
(757) 303-8058

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Rapid Supplies International Corporation

Address: 5736 Green Ash Dr
Houston, TX 77081
(800) 568-8815

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: mfaizan@rapid-supplies.com

Rapids Wholesale (Dascoa)

Address: 6201 South Gateway dr
Marion
Marion, IA 52302
(319) 373-7295

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: kathy.trca@rapidswholesale.com

RCSales & Consulting

Address: 5415 lakota trail
Spring, TX 77388
(956) 372-9885

Participation Type: Active Supplier
Email Status:

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: Judyramos905@gmail.com

Invitiation Type: Automatic

Red Gold, LLC (Calfed Financial Corporation)

Address: 120 East Oak Street
Elwood, IN 46063
(765) 557-5500
Classifications: CPC (Primary)
TPA
TXM
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: Viewed
Status Date: 2/14/2025 04:05 PM (CT)
Invitiation Date: 2/14/2025
Invitiation Emails: anee.blackman@affinitysales.com

refresh LLC

Address: po box 7266
beaumont, TX 77706-7266
(409) 201-8982
Classifications: SBE (Primary)
WBE
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Reserve Distributors LLC

Address: PO Box 661
Mission, TX 78572
(956) 240-3160
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: reservedistributors@gmail.com

Revolution Foods, Inc.

Address: 985 3rd Street
Unit C
Oakland, CA 94607
(832) 745-1325
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: bbrown@revolutionfoods.com

REXCO FOODS LLC

Address: PO BOX 9675
The Woodlands, TX 77387
(281) 530-7246
Participation Type: Active Supplier
Email Status:

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: 3897papajohns@gmail.com

Invitiation Type: Automatic

Rhema Word of Life Church

Address: 16730 Hedgecroft #310
Houston, TX 77060
(832) 296-3018
Classifications: MBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: 1rhemawordoflife@gmail.com

Rich Chicks, LLC

Address: 4276
Tracy, CA 95304
(209) 879-4104
Classifications: CPC (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Bid
Status Date: 2/21/2025 10:37 AM (CT)
Response Date: 2/21/2025 10:38 AM (CT)
Invitiation Date: 2/14/2025
Invitiation Emails: dmiller@richchicks.com
GMCDONALD@RICHCHICKS.COM
bids@richchicks.com
pbyrd@richchicks.com

Rich Products Corporation

Address: 1 Robert Rich Way
Buffalo, NY 14213
(716) 878-8597
Classifications: CPC (Primary)
TIP
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: commoditybids@rich.com

Ricos Products

Address: 830 S. Presa St
San Antonio, TX 78210
(210) 226-4167
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: sonja@ricos.com

Rio Hondo ISD (Rio Hondo Independent District)

Address: 215 West Colorado Street Rio Hondo, Texas 78583
RIO HONDO, TX 78583-0220
(956) 748-1046
Participation Type: Active Supplier

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: rocio.madrigal@rhisd.net

Email Status:
Invitiation Type: Automatic

Rising Star Academy

Address: 7239A West Knoll St.
Houston, TX 77028
(713) 485-4447
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: risingstarscholars@gmail.com

River City Produce Co., Inc

Address: 1616 S. Laredo St
San Antonio, TX 78207
(210) 271-0164
Classifications: MBE (Primary)
HUB
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Rob Pelletier Construction, Inc

Address: 10189 FM 1960
Dayton, TX 77535
(281) 227-3577
Classifications: MBE (Primary)
HUB
WBE
Participation Type: Active Supplier
Invitiation Type: Not Invited

Response Status: Viewed
Status Date: 2/19/2025 02:40 PM (CT)

Rodriguez Foods LTD

Address: 2901 Decature Avenue
Fort worth, TX 76106
(817) 626-3961
Classifications: MBE
HUB (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: Lukas@rodriguezfoods.net

Rooted Futures, LLC

Address: 4712 Austin St.
Houston, TX 77004
(832) 566-3923
Classifications: MBE
WBE (Primary)

Response Status: Viewed
Status Date: 3/4/2025 01:10 PM (CT)
Invitiation Date: 2/14/2025
Invitiation Emails: sclark@rootedfuturestx.com

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Rose & Shore

Address: 5151 Alcoa Avenue
Vernon, CA 90058
(323) 826-2144
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: Larry@rose-shore.com

Royal Eagle Contracting

Address: 4231 Cook Rd
Houston, TX 77072
(832) 335-3144
Classifications: MBE (Primary)
SBE
HUB
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: manager@smgservices.net

RT Solutuions Group

Address: 7505 Fresh Springs Rd.
Fort Worth, TX 76120
(972) 765-8352
Classifications: MBE
SBE (Primary)
HUB
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: Viewed
Status Date: 2/14/2025 10:03 AM (CT)
Invitiation Date: 2/14/2025
Invitiation Emails: admin@rtsolutionsgrp.com

Ruiz Food Products, Inc.

Address: 501 S Alta Ave
Dinuba, CA 93618
(559) 238-5352
Classifications: MBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

S & H Impex (S & H Impex)

Address: 6613 Federal Hall St

Response Status: No Response

Plano, TX 75023
(240) 755-4528

Classifications: MBE (Primary)
SBE

Participation Type: Active Supplier

Email Status:

Invitiation Type: Automatic

Invitiation Date: 2/14/2025

Invitiation Emails: info@sandhimpex.com

S&F Foods Inc. (S&F Foods Inc.)

Address: 29411 Beverly Rd
Romulus, MI 48174
(734) 728-1600

Participation Type: Active Supplier

Email Status:

Invitiation Type: Automatic

Response Status: No Response

Invitiation Date: 2/14/2025

Invitiation Emails: dgrout@sffoodsinc.com
tcather@sffoodsinc.com

S.A. Piazza & Associates, LLC

Address: 15815 SE Piazza Ave .
Clackamas, OR 98015
(503) 657-3123

Classifications: CPC (Primary)

Participation Type: Active Supplier

Email Status:

Invitiation Type: Automatic

Response Status: No Response

Invitiation Date: 2/14/2025

Invitiation Emails: khorn@sapiazza.com
mpiazza@sapiazza.com
mcaton@sapiazza.com

S.R. Rosati Inc.

Address: 201 E. Madison Ave
Clifton Heights, PA 19018
(610) 626-1818

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Invitiation Type: Automatic

Response Status: No Response

Invitiation Date: 2/14/2025

Invitiation Emails:

Sam Tell & Son Inc (Sam Tell & Son Inc)

Address: 300 Smith St
Farmingdale, NY 11735
(631) 501-9700

Participation Type: Active Supplier

Email Status:

Invitiation Type: Automatic

Response Status: Viewed

Status Date: 2/14/2025 10:03 AM (CT)

Invitiation Date: 2/14/2025

Invitiation Emails: GovernmentSales@samtell.com

Sami's (Sami's)

Address: 11 E Greenway Plaza

Response Status: No Response

	Suite # C15 Houston, TX 77046 (832) 526-4737	Invitation Date:	2/14/2025
		Invitation Emails:	samiscafeteria@gmail.com
Classifications:	MBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

Sargent Foods LLC

Address:	251 Crew Ct Sarasota, FL 34243 (941) 585-1009	Response Status:	No Response
		Invitation Date:	2/14/2025
		Invitation Emails:	marianne@sargentfoods.com
Classifications:	SBE (Primary) WBE		
Participation Type:	Active Supplier		
Email Status:	Fail		
Invitation Type:	Automatic		

Savory Life, LLC (Savory Life, LLC)

Address:	1015 Atlantic Blvd. Suite 506 Atlantic Beach, FL 32233 (813) 566-1428	Response Status:	No Response
		Invitation Date:	2/14/2025
		Invitation Emails:	je@savorylifefoods.com
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

School Choices

Address:	7715 Autumn Run Spring, TX 77379 (713) 851-8416	Response Status:	No Response
		Invitation Date:	2/14/2025
		Invitation Emails:	jcorcoranbroker@yahoo.com
Classifications:	WBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

Schreiber Foods Inc

Address:	425 Pine St Green Bay, WI 54301 (800) 344-0333	Response Status:	No Response
		Invitation Date:	2/14/2025
		Invitation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

SCHREIBER FOODS INTERNATIONAL

Address:	600 E Crescent Ave, Suite 103	Response Status:	No Response

	Upper Saddle River, NJ 07458 (201) 426-6075	Invitation Date:	2/14/2025
		Invitation Emails:	kmurphy@ambrosia-foods.com
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

Schwan's Food Service, Inc.

Address:	115 West College Drive Marshall, MN 56258 (507) 537-8900	Response Status:	No Bid
		Status Date:	2/14/2025 03:15 PM (CT)
		Response Date:	2/14/2025 03:22 PM (CT)
		Invitation Date:	2/14/2025
Classifications:	CPC (Primary) TIP TPA	Invitation Emails:	annette.leech@schwans.com sfsibids@schwans.com trent.weidner@schwans.com
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

Shepherd Food Equipment (Crazy Cousins, Inc.)

Address:	8435 Endicott Lane Dallas, TX 75227 (972) 926-4500	Response Status:	No Response
		Invitation Date:	2/14/2025
		Invitation Emails:	tsalmon@shepherdfood.com
Classifications:	CPC (Primary) TAS SBE		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

SilverLine Distributors (SilverLine Distributors)

Address:	2600 Callie St Houston Houston, TX 77004 (713) 859-9991	Response Status:	No Response
		Invitation Date:	2/14/2025
		Invitation Emails:	op@silverlinedistributors.com
Classifications:	MBE SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

SimplyMeats Traceable Distribution

Address:	2055 Hermany Avenue 1st Fl Bronx, NY 10473 (201) 256-1254	Response Status:	Viewed
		Status Date:	2/14/2025 12:17 PM (CT)
		Invitation Date:	2/14/2025
Classifications:	MBE (Primary) SBE WBE	Invitation Emails:	tammyoshodi@gmail.com
Participation Type:	Active Supplier		

Email Status:
Invitiation Type: Automatic

SKILLASTICS (SANDY SPIN SLADE INC)

Address: 670 E PARKRIDGE AVENUE
SUITE 104
CORONA, CA 92879
(951) 279-3476
Classifications: SBE (Primary)
WBE
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: SBLAIR@SANDYSPINSLADE.COM

Slate Healthcare

Address: 10375 Richmond, Avenue
Richmond, TX 77042
(832) 499-5543
Classifications: MBE
SBE
HUB
WBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: abby@slatehealthcare.com

Smart Beverage Inc / DBA Thirsty Coconut Inc (Smart Beverage Inc / DBA Thirsty Coconut Inc)

Address: 15303 Westover RD
Kansas City, MO 64147
(816) 726-4610
Classifications: SBE (Primary)
Participation Type: Active Supplier
Email Status: Fail
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: luke@thirstycoconut.com

Smart Mouth Foods (Bull‘s Eye Brands, Inc.)

Address: 130 Allen Rd.
Atlanta, GA 30328
(800) 310-9640
Classifications: CPC (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: austinw@smartmouthfoods.com

Smart Scholars Foundation

Address:	3615 Flannery Ridge Lane Houston Houston, TX 77047 (832) 367-9688	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	smartscholarsdirector@gmail.com
Classifications:	MBE (Primary) SBE WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

SnacKit (William Cole Distribution)

Address:	3602 El James Dr. Spring, TX 77388 (281) 467-1909	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	bsegers@snackids.org
Classifications:	WBE (Primary)		
Participation Type:	Active Supplier		
Email Status:	Fail		
Invitiation Type:	Automatic		

Sodexo Services of Texas Limited Partnership

Address:	9801 Washingtonian Boulevard Gaithersburg, MD 20878 (800) 763-3946	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Solis Contractors Inc

Address:	P.O. Box 1207 La Joya, TX 78560 (956) 345-6096	Response Status:	Viewed
		Status Date:	2/26/2025 05:20 PM (CT)
Participation Type:	Active Supplier		
Invitiation Type:	Not Invited		

SOMMA Food Group, LLC

Address:	2602 McKinney Ave., Suite 250 Dallas, TX 75204 (214) 984-3600	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	Sales@sommafoods.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

South Mill Mushroom Sales

Address:	649 West South St	Response Status:	No Response

Kennett Square, PA 19348
(610) 444-4800

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Invitiation Date: 2/14/2025
Invitiation Emails:

SOUTHERN ICE EQUIPMENT DISTRIBUTORS

Address: P.O. BOX 61310
LAFAYETTE, LA 70596
(337) 235-5813

Classifications: SBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: cbrunet@southernice.com
rhughes@southernice.com

Southwest Foodservice Excellence

Address: 9366 E. Raintree Drive
Suite 101
Scottsdale, AZ 85260
(480) 551-6550

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Sparkletts (DS Waters) (DS WATERS OF AMERICA, INC.)

Address: 1150 Assembly Drive
Suite 800
Tampa, FL 33607
(770) 933-1400

Classifications: CPC (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: Viewed
Status Date: 2/16/2025 03:36 PM (CT)
Invitiation Date: 2/14/2025
Invitiation Emails: sjackson@primowater.com

Spoonful of Love

Address: 11341 Veterans Memorial Dr
Houston, TX 77067
(832) 878-1185

Classifications: MBE
SBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: nskhouston1@gmail.com

Spur Employment, Inc. (Spur Employment, Inc.)

Address: 3414 Governors Dr. SW #220

Response Status: No Response

HUNTSVILLE, AL 35805
(256) 203-9262

Invitiation Date: 2/14/2025
Invitiation Emails: rfp@spurjobs.com

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Stampede Meat, Inc

Address: 7351 South 78th Avenue
Bridgeivew, IL 60455
(773) 890-8285

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Stellar Trading Inc

Address: 27511 Gardenview Point Ct
Katy, TX 77494
(713) 497-9194

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: stellartradingusa@gmail.com

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

STEM Urban Perspective (Science, Technology, Engineering with an Urban Perspective)

Address: 19902 Rustlewood Dr.
Humble, TX 77338
(713) 679-9115

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: stemupwitdrkiki@gmail.com

Participation Type: Active Supplier
Email Status: Fail
Invitiation Type: Automatic

Step In Clinics

Address: 545 FM 2977 READING RD STE: 110
ROSENBERG, TX 77469
(281) 790-0711

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Classifications: MBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Stockwell

Address: 405 14th St, Floor 7
Oakland, CA 94612
(252) 567-9366

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Participation Type: Active Supplier

Email Status:
Invitiation Type: Automatic

Successful Starters Learning Academy II

Address: 10635 Homestead Road #B
Houston, TX 77016
(713) 491-0047
Classifications: MBE (Primary)
SBE
WBE
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: carlasmithford@sbcglobal.net

Summer Camp (After School)

Address: 13730 Madera Bend Ln
Rosharon, TX 77583
(325) 213-5484
Classifications: MBE (Primary)
WBE
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: nagarajlaxmi867@gmail.com

SUNNY SKY PRODUCTS (SUNNY SKY PRODUCTS, LLC)

Address: 11747 Windfern Rd
Suite 100
Houston, TX 77064
(949) 813-2470
Classifications: TIP (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: dbarnett@sunnyskyproducts.com

Sunrich Products (Sunrich Products, LLC)

Address: 1220 Sunflower Street,
Crookston, MN 56716
Crookston, MN, USA, MN 56716
(218) 281-2985
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Super Bakery

Address: 1667 E. 40th Street

Response Status: No Response

Cleveland, OH 44103
(216) 426-8989

Classifications: MBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Invitiation Date: 2/14/2025
Invitiation Emails: barb.roach@superbakery.com

Superior Bean And Seed (E & J AGRI, INC.)

Address: 580 US HWY 84
PO BOX 215
SUDAN, TX 79371
(806) 227-2194

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: trotter0521@gmail.com

Supreme Fixture Company, Inc.

Address: PO Box 193655
Little Rock, AR 72219
(501) 455-2552

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: christena@supremefixture.com
dpickett@supremefixture.com
heather@supremefixture.com

Supreme Works Incorporated

Address: 15814 Champion Forest Dr #426
Spring, TX 77379
(281) 249-9339

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: Viewed
Status Date: 2/14/2025 01:10 PM (CT)
Invitiation Date: 2/14/2025
Invitiation Emails: info@supreme-works.org

Swan Solutions (Swan Solutions LLC)

Address: 5189 Stewart Street
Milton, FL 32571
(770) 853-9289

Classifications: WBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: Becki@SwanSolutionsllc.com

Sweet Chills Brands (Sweet Chills LLC)

Address: 39252 Winchester Rd
Suite 107-159
Murrieta, CA 92563
(440) 925-6823

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: dawns@sweetchills.net

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Sweet Dreams Gourmet/ Sugar Bunch Creations (S.D.Candy Co, Inc)

Address: 12955 South Freeway
D4
Houston, TX 77047
(713) 944-1455
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: weknowcandy@gmail.com

Synergy-Enterprises

Address: 3900 Spring Valley
Addison, TX 75001
(972) 490-7000
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Sysco Central Texas

Address: 1260 Schwab Rd.
Schertz, TX 77077
(830) 730-1209
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: rebecca.dresch2@sysco.com

Sysco Houston, Inc.

Address: 10710 Greens Crossing Blvd.
Houston, TX 77038
(713) 672-8080
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: Hibner.Keith@hou.sysco.com

TABATCHNICK FINE FOODS, INC.

Address: 1230 HAMILTON ST
SOMERSET, NJ 08873
(732) 247-6668
Classifications: CPC (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: Viewed
Status Date: 3/7/2025 10:33 AM (CT)
Invitiation Date: 2/14/2025
Invitiation Emails: BARBARA@TABATCHNICK.COM

Taking Kidz Places

Address:	2975 Kingsley Drive Suite 137 Pearland, TX 77584 (346) 570-4670	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	virtualeducationstation@gmail.com
Classifications:	MBE (Primary) SBE WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Tampa Maid Foods, Inc

Address:	1600 Kathleen Road Lakeland, FL 33805 (800) 237-7637	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Tasty Brands (Tasty Brands)

Address:	6800 Jericho Turnpike Suite 100 E Syosset, NY 11791 (516) 938-4588	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	bids@tastybrandsk12.com
Classifications:	CPC (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Teach Me to Breathe (Mitzi Henderson)

Address:	3000 Bissonnet St. 7107 Houston, TX 77005 (832) 377-6011	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	teachmetobreatheinfo@gmail.com
Classifications:	MBE SBE (Primary) HUB WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Teeter Totter Village

Address:	9133 Scott Street	Response Status:	No Response

Houston, TX 77051
(713) 734-7989

Classifications: MBE (Primary)
SBE
WBE

Participation Type: Active Supplier

Email Status:

Invitiation Type: Automatic

Invitiation Date: 2/14/2025

Invitiation Emails: Cedwards@teetertottervillage.org

Texas Association of African American Chambers of Commerce (TAAACC)

Address: 807 Brazos Street
Suite 710
Austin, TX 78701
(512) 535-5610

Classifications: MBE
SBE (Primary)
WBE

Participation Type: Active Supplier

Email Status:

Invitiation Type: Automatic

Response Status: No Response

Invitiation Date: 2/14/2025

Invitiation Emails: info@taaacc.org

Texas Blue Springs Distributors LLLP

Address: 16121 N Eldridge Pkwy
Suite 5
Tomball, TX 77377
(832) 559-7260

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status: Fail

Invitiation Type: Automatic

Response Status: No Response

Invitiation Date: 2/14/2025

Invitiation Emails: cdowner@txblue.com

Texas Crush Basketball Organization

Address: 645 Shady Dale Dr
Stafford, TX 77477
(251) 442-6181

Classifications: MBE
SBE (Primary)

Participation Type: Active Supplier

Email Status:

Invitiation Type: Automatic

Response Status: No Response

Invitiation Date: 2/14/2025

Invitiation Emails: infamous124001@gmail.com

Texas Food Service Equipment Supply

Address: PO Box 262584
Houston, TX 77207
(713) 926-7300

Classifications: TAS
TCP

Response Status: No Response

Invitiation Date: 2/14/2025

Invitiation Emails: david@texasfoodservice.com

TPA
SBE (Primary)

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Texas Premier Pressure Washing

Address: 12645 Memorial Dr
Suite F1 400
Houston, TX 77077
(832) 298-4879

Response Status: Unsubmitted
Status Date: 3/6/2025 05:15 PM (CT)

Classifications: WBE (Primary)
Participation Type: Active Supplier
Invitiation Type: Not Invited

Texas Superior Water Company (Texas Superior Water, Inc.)

Address: 4829 US Hwy 96 North
Jasper, TX 75951
(409) 384-4701

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: amymelton@hughes.net
tshell61@hughes.net

Classifications: HUB
WBE (Primary)

Participation Type: Active Supplier
Email Status: Fail
Invitiation Type: Automatic

TexBel Farms International, LLC (TexBel Farms International, LLC)

Address: 2401 Fountain View Dr, Ste 101
Houston
Houston, TX 77057
(832) 308-8100

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: jennifer.faulkner@texbelfarms.com

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

The Amazing Chickpea (Healthy America, LLC)

Address: 13570 Grove Drive#372
Maple Grove, MN 55311
(651) 666-0375

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: sunil.kumar@theamazingchickpea.com

Classifications: MBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

The Anderson Center for the Arts (The Anderson Center for the Arts)

Address: 13334 Wallisville Rd

Response Status: No Response

Houston, TX 77049
(832) 356-4378

Classifications: MBE (Primary)
WBE

Participation Type: Active Supplier

Email Status:

Invitiation Type: Automatic

Invitiation Date: 2/14/2025

Invitiation Emails: mlbonton@theandersoncenter.org

The City of Deliverance Life Center

Address: 6570 W. Bellfort Street
Houston, TX 77035
(832) 380-1933

Participation Type: Active Supplier

Email Status:

Invitiation Type: Automatic

Response Status: No Response

Invitiation Date: 2/14/2025

Invitiation Emails: staffing@cityofdeliverance.org

The Core Group

Address: 14544 Central Avenue #42
Chino, CA 91710
(214) 683-4098

Participation Type: Active Supplier

Email Status:

Invitiation Type: Automatic

Response Status: No Response

Invitiation Date: 2/14/2025

Invitiation Emails: tsamuel@corefoodservice.com

The Daily Java (Java Enterprises Inc.)

Address: 4232 Spring Valley Road
Dallas, TX 75244
(214) 821-8818

Participation Type: Active Supplier

Email Status:

Invitiation Type: Automatic

Response Status: No Response

Invitiation Date: 2/14/2025

Invitiation Emails: mike@dailyjava.com

THE FATHERS TABLE

Address: 2100 country club rd
Sanford, FL 32771
(407) 324-1200

Participation Type: Active Supplier

Email Status:

Invitiation Type: Automatic

Response Status: No Response

Invitiation Date: 2/14/2025

Invitiation Emails: jhicks@thefatherstable.com

The French Corner (Haddad Interests Inc)

Address: 1104 Old Spanish Trail
Houston, TX 77054
(713) 661-5324

Classifications: WBE (Primary)

Participation Type: Active Supplier

Response Status: No Response

Invitiation Date: 2/14/2025

Invitiation Emails: george@thefrenchcorner.com
john@thefrenchcorner.com

Email Status:
Invitiation Type: Automatic

The Healthy School Food Collaborative

Address: 701 Loyola Avenue
Suite 403-H
New Orleans, LA 70113
(504) 322-1188
Classifications: MBE (Primary)
WBE
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: jgraham@thsfc.com
vcao@thsfc.com

The Heart of God Restoration Ministry

Address: 2222 Lockwood Drive
Houston
Houston, TX 77020
(832) 889-3189
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: theheartofgod2015@gmail.com

The Safe + Fair Food Company

Address: 318 W. Adams St.
ste 700C
Chicago, IL 60606
(815) 505-7033
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

The School Group

Address: 60110 Dusty Path
cypress, TX 77429
(281) 793-2344
Classifications: TCP (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: schoolgroup@sbcglobal.net

The Wasserstrom Company

Address: 4500 E Broad St

Response Status: No Bid

Columbus, OH 43213
(877) 714-9800

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Status Date: 3/3/2025 05:19 PM (CT)
Response Date: 3/3/2025 05:22 PM (CT)
Invitiation Date: 2/14/2025
Invitiation Emails: serenagaskins@wasserstrom.com

THIRD COAST FRESH

Address: 3137 produce row
HOUSTON, TX 77023
(832) 473-2552

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: bnix@hardies.com

Tiffs Treats Cookies

Address: 8310-1 North Capital of Texas Highway Suite 110
Austin, TX 78731
(469) 452-4100

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: kristinabenson@cookiedelivery.com

Topp Office Supply (Pat & Paul And Associates, Inc.)

Address: P O Box 6317
Longview, TX 75608
(903) 753-2663

Classifications: SBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Trentino Gelato (Trentino Wholesaling LTD)

Address: 2350 Westcreek Ln Apt 5106
Houston, TX 77027
(832) 468-6494

Participation Type: Active Supplier
Email Status: Fail
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: sergio@trentinogelato.com

Trident Beverage

Address: 16810 Barker Springs Rd. #216
Houston, TX 77084
(832) 451-5794

Classifications: CPC (Primary)

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: landonparnell@juicealive.net
patrickwalker@juicealive.net

Participation Type: Active Supplier
Email Status: Warn
Invitiation Type: Automatic

Trident Marketing

Address: 23611 Litchfield Bend Lane
Katy, TX 77494
(281) 395-4610
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: johnwalker@juicealive.net

Trident Seafoods

Address: 5303 Shilshole Ave NW
Seattle, WA 98107-4000
(206) 783-3818
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: ryanr@tridentseafoods.com

Tropical Flurry LLC (IAF Beverage LLC)

Address: 8500 N Stemmons Frwy
#4010
Dallas, TX 75247
(214) 366-2219
Classifications: TCP
TIP (Primary)
WBE
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: lilly@tropicalflurrylp.com

True Brew Enterprises

Address: 1808 10th Street
Suite 100
Plano, TX 75074
(972) 423-8282
Participation Type: Active Supplier
Email Status: Fail
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: shelli@truebrew.com

Truitt Family Foods

Address: 1375 Front Street NE
Salem, OR 97301
(503) 371-2106
Participation Type: Active Supplier

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: michellemr@truittfamilyfoods.com

Email Status:
Invitiation Type: Automatic

TutorsRus.org (Available Group LLC)

Address: 103 Azalea ct,
#18-2
Upper Marlboro, MD 20774
(240) 293-3652
Classifications: MBE (Primary)
SBE
WBE
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Twinkle Wonders School of Learning

Address: 5442 Richmond Avenue
Houston, TX 77056
(832) 759-3451
Classifications: MBE (Primary)
SBE
WBE
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: twinklewondersschool@gmail.com

Tyson Prepared Foods, Inc.

Address: Tyson Prepared Foods, Inc.
2200 Don Tyson Parkway
Springdale, AR 72761
(800) 424-4253
Classifications: CPC (Primary)
TIP
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: K12bidgroup@tyson.com

U. S. WHOLESALE PRODUCTS

Address: PO BOX 34483
SAN ANTONIO, TX 78265
(210) 520-6868
Classifications: SBE (Primary)
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: uswpsanantonio@gmail.com

Ultra Pure Solutions (UPS, Inc.)

Address:	7322 Southwest Freeway Houston, TX 77074 (713) 222-7300	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	ccossey@ultrapuresolutions.com
Classifications:	MBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

UNIFRESH, INC

Address:	1500 S ZARZAMORA SUITE 507 SAN ANTONIO, TX 78207 (210) 444-0100	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	ERIC@UNIFRESHINC.COM
Classifications:	MBE (Primary) HUB WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Unistraws, LLC

Address:	14822 Venture Dr Farmers Branch, TX 75234 (469) 758-0101	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	kayjin@unistraws.com
Classifications:	WBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

UNITED Sales & Service

Address:	8011 N I-70 Frantage Rd. Arvada, CO 800024417 (720) 898-8181	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	mrenaud@ussllc.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Uno Foods, Inc.

Address:	180 Spark St Brockton, MA 02302 (617) 218-5464	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

USA Restaurant Suppliers, Inc

Address:	2833 Crockett Street STE 207 Fort Worth, TX 76107 (888) 307-5030	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Classifications:	MBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

VALLEY GROCERS LLC

Address:	634 MCNAIR FAMILY DR BROWNSVILLE, TX 78520 (956) 542-3576	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	mario@valleygrocers.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Valpro Commercial Refrigeration (Allied Manufacturing, Inc.)

Address:	203 Kelsey Lane Suite G Tampa, FL 33619 (813) 502-0300	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	Kyle@valpromail.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Vantage Elite Logistics

Address:	11041 Shadow Creek Parkway STE 121-70 Pearland, TX 77584 (832) 340-4258	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	vanita.zano@gmail.com
Classifications:	MBE SBE (Primary) WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Velocity Partners Group

Address:	7520 Old Sturbridge Lane, Baton Rouge, 70806 Baton Rouge, LA 70806 (225) 636-9839	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	ned@velocitypartnersgroup.com
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			

Invitiation Type: Automatic

Veritiv (formerly Unisource) (Veritiv Operating Company)

Address: P.O. Box 849089
1950 N Stemmons FW, Se 5010
Dallas, TX 75207
(877) 224-3820

Classifications: CPC (Primary)
TAS
TCP
TPA

Participation Type: Active Supplier

Email Status:

Invitiation Type: Automatic

Response Status: No Response

Invitiation Date: 2/14/2025

Invitiation Emails: nicole.vicha@veritivcorp.com
Richard.Orsak@veritivcorp.com

Vessel Support Services (Vessel Support Services)

Address: 6431 Bonnie Chase Lane
Katy, TX 77449
(346) 224-1221

Classifications: MBE
SBE (Primary)

Participation Type: Active Supplier

Email Status:

Invitiation Type: Automatic

Response Status: No Response

Invitiation Date: 2/14/2025

Invitiation Emails: vesselspprt@gmail.com

Violet Odak

Address: 6005 Westview Drive
Houston, TX 77055
(713) 696-1331

Classifications: MBE (Primary)
WBE

Participation Type: Active Supplier

Email Status:

Invitiation Type: Automatic

Response Status: No Response

Invitiation Date: 2/14/2025

Invitiation Emails: violet.odak@hcde-texas.org

Vistar

Address: 290 SE Thompson Drive
Lees Summit, MO 64082
(816) 246-0100

Participation Type: Active Supplier

Email Status:

Invitiation Type: Automatic

Response Status: Viewed

Status Date: 2/14/2025 04:50 PM (CT)

Invitiation Date: 2/14/2025

Invitiation Emails: btornquist@pfgc.com
cginn@pfgc.com
LRbiddepartment@pfgc.com
daniel.davidson@pfgc.com
dbowers@pfgc.com
dean.stovall@pfgc.com
Dan.tunning@pfgc.com
darren.skerik@pfgc.com

jackie.cantrell@pfgc.com
john.wicker@pfgc.com
jshimek@pfgc.com
jeremy.dickhaut@pfgc.com
Jeremy.Evans@pfgc.com
joe.reardon@pfgc.com
jjackson@pfgc.com
jessica.spottswood@pfgc.com
bids@jennyservice.co
kevin.champine@pfgc.com
madison.renberg@pfgc.com
mark.buckley@pfgc.com
noelia.molina@pfgc.com
nlong@pfgc.com
aaron.mccollum@pfgc.com
raymond.bernard@pfgc.com
scott.cinquanta@pfgc.com
Steven.Reagan@pfgc.com
Autumn.holmes@pfgc.com

Visual Arts Productions

Address:	14310 Summer Garden Drive Houston, TX 77083 (832) 687-4452	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	info@vaproduction.org
Classifications:	WBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

VMP Nutrition, LLC

Address:	14841 Sovereign Road Fort Worth, TX 76155 (800) 867-1296	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Classifications:	MBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Wally Water Production Company

Address:	4422 N 75th St unit 4011 Scottsdale, AZ 85251 (480) 227-5880	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	wallywaterusa@gmail.com
Classifications:	MBE (Primary) SBE		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Walnut Creek Farms Texas (Chaz Inc)

Address:	6521 Asher Rd Alvarado, TX 76009 (817) 783-3588	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	walnutcreekfarmtexas@hotmail.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Wawona Frozen Foods

Address:	100 W. Alluvial Clovis, CA 93611 (559) 299-2901	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	schools@wawona.com
Classifications:	CPC (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

We Dah Best Snow Cones LLC

Address:	5923 Sandy Creek Dr baytown, TX 77523 (832) 768-0613	Response Status:	Viewed
		Status Date:	3/4/2025 04:47 PM (CT)
		Invitiation Date:	2/14/2025
Classifications:	MBE SBE (Primary) WBE	Invitiation Emails:	jovetnybruce911@hotmail.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Werk U Out training

Address:	2702 mockingbird dr alvin, TX 77511 (713) 291-3648	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	jmiller1825@gmail.com
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Whaley Foodservice LLC

Address:	137 Cedar Rd Lexington, SC 29073 (800) 877-2662	Response Status:	No Response
		Invitiation Date:	2/14/2025
		Invitiation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Whitlock Packaging

Address:	6120 S yale Ave Suite 1250	Response Status:	No Response

Tulsa, OK 74136
(918) 830-4417

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Invitiation Date: 2/14/2025
Invitiation Emails:

Winn Innovations (Winn Innovations, LLC)

Address: 1146 Heather Wood Dr
Duncanville, TX 75137
(214) 676-8330

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

WNA Atrium Packaging

Address: 14345 NW FWY
Houston, TX 77040
(281) 460-4296

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: larisa.ferguson@novolex.com

www.hki.com (H&K International Inc)

Address: 2200 Skyline Drive
Mesquite, TX 75149
(214) 818-3500

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: jim.taylor@hki.com

X & T Enterprise Company

Address: 118 Vintage Park Blvd, Suite 410
Houston, TX 77070
(832) 318-5247

Classifications: VOB (Primary)
MBE
SBE
HUB
WBE

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: Viewed
Status Date: 3/7/2025 01:20 PM (CT)
Invitiation Date: 2/14/2025
Invitiation Emails: tamieka.aaron@xtenterprisecompany.com

Young And Gifted Learning Center

Address: 10300 BAMMEL NORTH

Response Status: No Response

HOUSTON RD. STE. D-G
Houston, TX 77086
(281) 591-2425

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Invitiation Date: 2/14/2025
Invitiation Emails: yollee626@gmail.com

Young People In Action

Address: 10921 Foy Ln.
Bldg. B
Houston, TX 77093
(281) 849-9742

Classifications: MBE
HUB (Primary)

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: jonathan@the-ypia.org

Young Women's Preparatory Network

Address: 1722 Routh Street, Suite 720
Dallas, TX 75201
(214) 824-1400

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails: cryan@ywprep.org
Kkettles@ywprep.org
tburrell@ywprep.org

Zummos Meat Company

Address:
Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

Response Status: No Response
Invitiation Date: 2/14/2025
Invitiation Emails:

Bid Activity Detail

1st Advertisement

Activity Date: 2/14/2025 12:00 AM (CT)
Description:

2nd Advertisement

Activity Date: 2/17/2025 12:00 AM (CT)
Description:

Pre-Proposal Meeting

Activity Date: 2/21/2025 10:00 AM (CT)
Description: Ashlee.Kane@hcde-texas.org is inviting you to a scheduled Zoom meeting.
Join Zoom Meeting

https://hcde-texas-org.zoom.us/j/81590114287?pwd=EbYzQfwKoP0f5LLI6PbsEUxZGwJILK.1
Meeting ID: 815 9011 4287
Passcode: 608137

One tap mobile
+13462487799,,81590114287#,,,,*608137# US (Houston)
+16699009128,,81590114287#,,,,*608137# US (San Jose)

Dial by your location
• +1 346 248 7799 US (Houston)
• +1 669 900 9128 US (San Jose)
• +1 719 359 4580 US
• +1 253 205 0468 US
• +1 253 215 8782 US (Tacoma)
• +1 669 444 9171 US
• +1 301 715 8592 US (Washington DC)
• +1 305 224 1968 US
• +1 309 205 3325 US
• +1 312 626 6799 US (Chicago)
• +1 360 209 5623 US
• +1 386 347 5053 US
• +1 507 473 4847 US
• +1 564 217 2000 US
• +1 646 558 8656 US (New York)
• +1 646 931 3860 US
• +1 689 278 1000 US
Meeting ID: 815 9011 4287
Passcode: 608137
Find your local number: https://hcde-texas-org.zoom.us/u/kbsFUsEhsh

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Microsoft Teams Need help?
Join the meeting now
Meeting ID: 225 759 747 214
Passcode: rx34BK97

Dial in by phone
+1 346-202-6895,,893032739# United States, Bammel
Find a local number
Phone conference ID: 893 032 739#
For organizers: Meeting options | Reset dial-in PIN

Proposal Closes

Activity Date: 3/7/2025 02:00 PM (CT)

Description: Ashlee.Kane@hcde-texas.org is inviting you to a scheduled Zoom meeting.
Join Zoom Meeting
https://hcde-texas-org.zoom.us/j/86208851319?pwd=urQyv9hRuCtfq9BWEZOaryXax3W09d.1

Meeting ID: 862 0885 1319

Passcode: 386095

One tap mobile
+13462487799,,86208851319#,,,,*386095# US (Houston)
+12532158782,,86208851319#,,,,*386095# US (Tacoma)

Dial by your location
• +1 346 248 7799 US (Houston)
• +1 253 215 8782 US (Tacoma)
• +1 669 444 9171 US
• +1 669 900 9128 US (San Jose)
• +1 719 359 4580 US
• +1 253 205 0468 US
• +1 312 626 6799 US (Chicago)
• +1 360 209 5623 US
• +1 386 347 5053 US
• +1 507 473 4847 US
• +1 564 217 2000 US
• +1 646 558 8656 US (New York)
• +1 646 931 3860 US
• +1 689 278 1000 US
• +1 301 715 8592 US (Washington DC)
• +1 305 224 1968 US
• +1 309 205 3325 US

Meeting ID: 862 0885 1319
Passcode: 386095

Find your local number:https://hcde-texas-org.zoom.us/u/kcrBtuoles

_____

Anticipated Board Award

Activity Date: 4/16/2025 01:00 PM (CT)
Description:

Regular Board Meeting			**6. F. 2.**
Meeting Date:	April 16, 2025		
Title:	Interlocal Agreements for April 16th, 2025		
Submitted For:	Jane Lopez, Choice Partners	**Submitted By:**	Amanda Shah
Recommended Action:	Approve	**HCDE Goal(s):**	4. Provide cost savings by leveraging tax dollars
Additional Resource Personnel:	Jane Lopez; Jeff Drury; Dr. Michelle Williams; Yaritza Roman; Dr. Edna Johnson; and Dr. Jesus Amezcua	**Facilities/Technology Approval Needed?:**	None

Information

Posted Agenda Item:

Consider approval of HCDE Interlocal Agreements with: Museum of Fine Arts, Houston, Houston, Texas; Naval Supply System Command (NAVSUP) Fleet Logistics Center, Mechanicsburg, Pennsylvania; Paris Junior College, Paris, Texas; Port of Everett, Everett, Washington; University of Cincinnati, Cincinnati, Ohio; and West Hardin County CISD, Saratoga, Texas.

Subject:

HCDE Interlocal Agreements with:

Entity Name	Entity Type	City	State	Region
Museum of Fine Arts, Houston	Non-Profit	Houston	Texas	4
Naval Supply System Command (NAVSUP) Fleet Logistics Center	Governmental Entity	Mechanicsburg	Pennsylvania	0
Paris Junior College	College/University	Paris	Texas	8
Port of Everett	Governmental Entity	Everett	Washington	0
University of Cincinnati	College/University	Cincinnati	Ohio	0
West Hardin County CISD	School District	Saratoga	Texas	5

Rationale:

HCDE Interlocal Agreements with:

Entity Name	Entity Type	City	State	Region
Museum of Fine Arts, Houston	Non-Profit	Houston	Texas	4
Naval Supply System Command (NAVSUP) Fleet Logistics Center	Governmental Entity	Mechanicsburg	Pennsylvania	0
Paris Junior College	College/University	Paris	Texas	8
Port of Everett	Governmental Entity	Everett	Washington	0

University of Cincinnati	College/University	Cincinnati	Ohio	0
West Hardin County CISD	School District	Saratoga	Texas	5

Fiscal Impact

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

Attachments

Museum of Fine Arts, Houston
NAVSUP Fleet Logistics Center
Paris Junior College
Port of Everett
University of Cincinnati
West Hardin County CISD
New Members April 2025 MAP

Form Review

Inbox	Reviewed By	Date
Choice Partners	Jane Lopez	03/24/2025 08:14 AM
Purchasing	Yaritza Roman	03/26/2025 12:28 PM
Purchasing Director	Edna Johnson	03/27/2025 09:23 AM
Assistant Superintendent - Business	Jesus Amezcua	04/02/2025 06:11 PM
Form Started By: Amanda Shah		Started On: 03/18/2025 02:41 PM
Final Approval Date: 04/02/2025		

Participation Agreement
between Harris County Department of Education
& Museum of Fine Arts, Houston

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

Preamble

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

General Terms and Conditions

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

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement ("Effective Date") and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.

2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.

3. Purpose and Scope of Work.

A. HCDE agrees to:

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

B. Non-Profit agrees to:

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

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that Non-Profit desires to purchase and/or collaborate.
- Agree to follow the terms and conditions of each independent contract or purchase order.
- Designate a person to act as Non-Profit's representative to each respective HCDE program and/or service delivered.

4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of Non-Profit.

5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and Non-Profit.

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

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.

7. Invoices. HCDE will invoice Non-Profit for the HCDE programs and services that Non-Profit purchases from HCDE. Non-Profit agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date Non-Profit receives the goods; (2) the date the performance of the service is completed; or (3) the date Non-Profit receives an invoice for the goods or service. If Non-Profit makes a payment to HCDE with a credit card, Non-Profit agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).

8. Participation in HCDE's Cooperative Purchasing Program. If Non-Profit elects to participate in HCDE's cooperative purchasing program, Choice Partners, Non-Profit shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to Non-Profit for participation in Choice Partners. Non-Profit shall make payments directly to vendors. Non-Profit shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. Non-Profit shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between Non-Profit and the vendor. HCDE is not responsible or liable for the performance of any vendor used by Non-Profit as a result of this Agreement or Non-Profit's participation in Choice Partners.

9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

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

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

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.

12. Conflict of Interest. During the Term of HCDE's service to Non-Profit, Non-Profit, its personnel and agents, shall not, directly or indirectly, whether for Non-Profit's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.

13. Certificate of Interested Parties. HCDE is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits HCDE from entering into a contract with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to HCDE at the time business entity submits the signed contract. Non-Profit agrees to complete the Certificate of Interested Parties electronically with the Texas Ethics Commission and submit the original signed, notarized certificate to HCDE with submission of this signed Agreement.

14. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.

15. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education Attn: James Colbert, Jr. County School Superintendent 6300 Irvington Blvd. Houston, Texas 77022 713-694-6300	Museum of Fine Arts, Houston ("Non-Profit") Attn: Christian Schörnich Title: Chief Operating Officer Address: P.O. Box 6826 City, State, Zip: Houston, TX 77265-6826 Phone: (713) 639-7306 Email: cschornich@mfah.org

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

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

17. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide Non-Profit with programs or services. During the Term of this Agreement, Non-Profit reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

18. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

19. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
    - Neither Party waives any immunity afforded to it under applicable law; and
    - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.

20. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.

21. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.

22. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.

23. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

24. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

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

Museum of Fine Arts, Houston Name of Non-Profit Corporation	Harris County Department of Education
 Authorized Signature	
Christian Schörnich Printed Name	James Colbert, Jr.
Chief Operating Officer Title	County School Superintendent
22/01/2025 Date	Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1265861

Date Filed:
02/06/2025

Date Acknowledged:
02/06/2025

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

Museum of Fine Arts, Houston
Houston, TX United States

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

* Museum of Fine Arts, Houston

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

Harris County Department of Ed
Harris County Department of Education / Choice Partners

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Tiffany Snyder, and my date of birth is October 17 1983.

My address is 1001 Bissonnet St (street), Houston (city), TX (state), 77006 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of TEXAS, on the 07 day of 02 (month), 20 25 (year).

Tiffany M Snyder

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1265861

Date Filed:
02/06/2025

Date Acknowledged:
02/06/2025

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

Museum of Fine Arts, Houston
Houston, TX United States

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

* Museum of Fine Arts, Houston

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

Harris County Department of Ed
Harris County Department of Education / Choice Partners

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

SAM.GOV

Exclusion Search Results 0 Total Results

Filter by:

Entity Name	Status	Excluded Individual
"Museum of Fine Arts, Houston"	Active	Christian Schornich , Christian Schörnich, Tiffany Snyder,

Interlocal Contract - Interstate
Between Harris County Department of Education
& Naval Supply System Command (NAVSUP) Fleet Logistics Center

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 NAVSUP Fleet Logistics Center ("Entity"), located in Mechanicsburg, PA, for the purpose of allowing Entity to purchase services under the same terms, conditions, and prices as are available to all participants of HCDE's Choice Partners cooperative.

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide programs and services in the State of Texas and to agencies of other states, pursuant to Texas Government Code § 791.011(b)(2). Both HCDE and Entity desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

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

1. Term. This Contract is effective from the date of the first signature and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause with thirty (30) days written notice. See other means of terminating the contract in Article 11, below. Any such notice shall be sent according to Article 8.

2. Agreement. The terms of this Contract shall apply and will be considered a part of any Addendum for programs and services delivered by HCDE. This Contract and the attached and incorporated Addendum, purchase orders, or exhibits, if any, contain the entire agreement of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.

3. Purpose and Scope of Work.

A. HCDE:

- Represents that it has secured the vendor(s)' agreement to provide commodities and/or services to its non-Texas members under the terms, conditions, and prices as contracted for Texas governmental entities.
- Represents that it has reviewed the contract(s) and determined that it complies with any and all applicable rules, regulations, and statutes applicable to competitive procurement and cooperative purchasing in the State of Texas.

B. Entity:

- Agrees that it is Entity's responsibility to ensure that its State's rules, regulations, and statutes applicable to competitive procurement and cooperative purchasing allow Entity's participation in out-of-state contracts.
- Agrees that it shall issue any and all purchase orders or other applicable authorizations for purchases made on its behalf to Choice Partner's vendors.
- Agrees that it shall provide Choice Partners with a copy of any contract or purchase order based on a Choice Partners contract.

- Agrees to follow the terms and conditions of each independent contract or purchase orders for each Choice Partner vendor.

4. As is. HCDE makes this Contract available to Choice Partners participating entities "as is" and are under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the Contract for the benefit of Entity.

5. Assignment. Neither this Contract nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.

6. Conflict of Interest. During the Term of HCDE's service to Entity, Entity, its personnel and agents, shall not, directly or indirectly, whether for Entity's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.

7. Contract Amendment. This Contract shall not be altered, changed, or amended except by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.

8. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attn: James Colbert, Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022
Phone: 713-694-6300

Entity: Naval Supply System Command (NAVSUP) Fleet Logistics Center
Attn: Jason Brooks
Title: Admin Assistant
Address: 5450 Carlisle Pike
City, State, Zip: Mechanicsburg, PA 17050
Phone: 717-760-9191
Email: jason.r.brooks2.civ@us.navy.mil

9. Relation of Parties. It is the intention of the parties that Entity is independent of HCDE and is not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and Entity or HCDE and any of Entity's agents.

10. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide Entity these services. During the Term of Contract, Entity reserves the right to use all available resources to procure other services as needed and, in doing so, will not violate any rights of HCDE.

11. Termination. This Contract may be terminated prior to the expiration of the Term hereof as follows:
- By Entity upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
- By mutual written agreement of the parties, upon thirty (30) days prior notice;
- By either party by giving thirty (30) days written notice to the other party; or
- By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.

12. Master Contract. This Contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between HCDE and

Entity. Both parties agree to allow the Entity to use any or all of the following programs and/or services with no charge from HCDE including Choice Partners.

Entity agrees to adhere to the terms and conditions set forth for the programs and/or services as contracted under these programs. All other programs and/or services provided by HCDE requiring a fee will need an addendum to the approved Master Interstate Contract. The specific terms and conditions of the addendum will govern that individual contract. In the case of a conflict between the Contract and any addendum, the provisions of the addendum will govern.

13. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.

14. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.

15. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

In witness whereof, HCDE and Entity have executed this Contract to be effective on the date specified in Article 1. Term above:

Naval Supply System Command (NAVSUP) Fleet Logistics Center	Harris County Department of Education
Entity Name	
BROOKS.JASON.ROBERT.1036915710 Digitally signed by BROOKS.JASON.ROBERT.1036915710 Date: 2025.02.14 09:01:38 -05'00'	
Signature	
Jason R Brooks	James Colbert, Jr.
Printed Name	
Admin Assistant	County School Superintendent
Title	
12 Feb 2025	Date:
Date	

Interlocal Agreement
between Harris County Department of Education
& Paris Junior College

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement ("Agreement") is made and entered into by and between Harris County Department of Education ("HCDE"), located in Houston, Texas, and _**Paris Junior College**_, a local governmental entity and/or political subdivision ("LGE"), located in **Paris** (*city*), **Texas** (*state*), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

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

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement ("Effective Date") and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.

2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.

3. Purpose and Scope of Work.

A. HCDE agrees to:

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

B. LGE agrees to:

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

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
- Agree to follow the terms and conditions of each independent contract or purchase order.
- Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.

4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.

5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

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

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.

7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).

8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.

9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

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

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

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.

12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.

13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.

14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education Attn: James Colbert, Jr. County School Superintendent 6300 Irvington Blvd. Houston, Texas 77022 713-694-6300	Paris Junior College ("LGE") Attn: Stephen Benson____ Title: President Address: 2400 Clarksville Street Paris, Texas, 75460 Phone: 903-782-0330 Email: abenson@parisjc.edu

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.

16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
    - Neither Party waives any immunity afforded to it under applicable law; and
    - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.

19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.

20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.

21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.

22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.

24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

Paris JR College
Name of Local Governmental Entity

Stephen M Benson
Authorized Signature

Stephen Benson
Printed Name

President
Title

1/29/25
Date

Harris County Department of Education

James Colbert, Jr.

County School Superintendent

Date

Type of Local Governmental Entity (*select one*):

- ☐ School District
- ☐ Charter School
- ☐ County
- ☐ City/Municipality
- ☐ University
- ☑ College
- ☐ State Entity
- ☐ Governmental entity/other: _____

Interlocal Contract - Interstate
Between Harris County Department of Education
& Port of Everett

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 Port of Everett ("Entity"), located in Everett, Washington, for the purpose of allowing Entity to purchase services under the same terms, conditions, and prices as are available to all participants of HCDE's Choice Partners cooperative.

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide programs and services in the State of Texas and to agencies of other states, pursuant to Texas Government Code § 791.011(b)(2). Both HCDE and Entity desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

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

1. Term. This Contract is effective from the date of the first signature and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause with thirty (30) days written notice. See other means of terminating the contract in Article 11, below. Any such notice shall be sent according to Article 8.

2. Agreement. The terms of this Contract shall apply and will be considered a part of any Addendum for programs and services delivered by HCDE. This Contract and the attached and incorporated Addendum, purchase orders, or exhibits, if any, contain the entire agreement of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.

3. Purpose and Scope of Work.

A. HCDE:

- Represents that it has secured the vendor(s)' agreement to provide commodities and/or services to its non-Texas members under the terms, conditions, and prices as contracted for Texas governmental entities.
- Represents that it has reviewed the contract(s) and determined that it complies with any and all applicable rules, regulations, and statutes applicable to competitive procurement and cooperative purchasing in the State of Texas.

B. Entity:

- Agrees that it is Entity's responsibility to ensure that its State's rules, regulations, and statutes applicable to competitive procurement and cooperative purchasing allow Entity's participation in out-of-state contracts.
- Agrees that it shall issue any and all purchase orders or other applicable authorizations for purchases made on its behalf to Choice Partner's vendors.
- Agrees that it shall provide Choice Partners with a copy of any contract or purchase order based on a Choice Partners contract.

- Agrees to follow the terms and conditions of each independent contract or purchase orders for each Choice Partner vendor.

4. As is. HCDE makes this Contract available to Choice Partners participating entities "as is" and are under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the Contract for the benefit of Entity.

5. Assignment. Neither this Contract nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.

6. Conflict of Interest. During the Term of HCDE's service to Entity, Entity, its personnel and agents, shall not, directly or indirectly, whether for Entity's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.

7. Contract Amendment. This Contract shall not be altered, changed, or amended except by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.

8. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attn: James Colbert, Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022
Phone: 713-694-6300

Entity: Port of Everett
Attn: Maija Lampinen
Title: Procurement and Contracts Manager
Address: PO Box 538
City, State, Zip: Everett, WA 98206
Phone: 425.259.3164
Email: maijal@portofeverett.com

9. Relation of Parties. It is the intention of the parties that Entity is independent of HCDE and is not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and Entity or HCDE and any of Entity's agents.

10. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide Entity these services. During the Term of Contract, Entity reserves the right to use all available resources to procure other services as needed and, in doing so, will not violate any rights of HCDE.

11. Termination. This Contract may be terminated prior to the expiration of the Term hereof as follows:
- By Entity upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
- By mutual written agreement of the parties, upon thirty (30) days prior notice;
- By either party by giving thirty (30) days written notice to the other party; or
- By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.

12. Master Contract. This Contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between HCDE and

Entity. Both parties agree to allow the Entity to use any or all of the following programs and/or services with no charge from HCDE including Choice Partners.

Entity agrees to adhere to the terms and conditions set forth for the programs and/or services as contracted under these programs. All other programs and/or services provided by HCDE requiring a fee will need an addendum to the approved Master Interstate Contract. The specific terms and conditions of the addendum will govern that individual contract. In the case of a conflict between the Contract and any addendum, the provisions of the addendum will govern.

13. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.

14. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.

15. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

In witness whereof, HCDE and Entity have executed this Contract to be effective on the date specified in Article 1. Term above:

Port of Everett
Entity Name

Signature

Lisa Lefeber
Printed Name

Chief Executive Officer
Title

2/19/2025
Date

Harris County Department of Education

James Colbert, Jr.

County School Superintendent

Date: _____

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Interlocal Contract - Interstate
Between Harris County Department of Education
& University of Cincinnati

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 University of Cincinnati ("Entity"), located in Cincinnati, Ohio, for the purpose of allowing Entity to purchase services under the same terms, conditions, and prices as are available to all participants of HCDE's Choice Partners cooperative.

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide programs and services in the State of Texas and to agencies of other states, pursuant to Texas Government Code § 791.011(b)(2). Both HCDE and Entity desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

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

1. Term. This Contract is effective from the date of the first signature and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause with thirty (30) days written notice. See other means of terminating the contract in Article 11, below. Any such notice shall be sent according to Article 8.

2. Agreement. The terms of this Contract shall apply and will be considered a part of any Addendum for programs and services delivered by HCDE. This Contract and the attached and incorporated Addendum, purchase orders, or exhibits, if any, contain the entire agreement of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.

3. Purpose and Scope of Work.

A. HCDE:

- Represents that it has secured the vendor(s)' agreement to provide commodities and/or services to its non-Texas members under the terms, conditions, and prices as contracted for Texas governmental entities.
- Represents that it has reviewed the contract(s) and determined that it complies with any and all applicable rules, regulations, and statutes applicable to competitive procurement and cooperative purchasing in the State of Texas.

B. Entity:

- Agrees that it is Entity's responsibility to ensure that its State's rules, regulations, and statutes applicable to competitive procurement and cooperative purchasing allow Entity's participation in out-of-state contracts.
- Agrees that it shall issue any and all purchase orders or other applicable authorizations for purchases made on its behalf to Choice Partner's vendors.
- Agrees that it shall provide Choice Partners with a copy of any contract or purchase order based on a Choice Partners contract.

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- Agrees to follow the terms and conditions of each independent contract or purchase orders for each Choice Partner vendor.

4. As is. HCDE makes this Contract available to Choice Partners participating entities "as is" and are under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the Contract for the benefit of Entity.

5. Assignment. Neither this Contract nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.

6. Conflict of Interest. During the Term of HCDE's service to Entity, Entity, its personnel and agents, shall not, directly or indirectly, whether for Entity's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.

7. Contract Amendment. This Contract shall not be altered, changed, or amended except by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.

8. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education	Entity: University of Cincinnati
Attn: James Colbert, Jr.	Attn: Sara Harrison
County School Superintendent	Title: Associate Vice President
6300 Irvington Blvd. Houston, Texas 77022 Phone: 713-694-6300	Address: 51 Goodman Dr City, State, Zip: Cincinnati, OH 45221-0089 Phone: 513-556-6742 Email: sara.harrison@uc.edu With a copy to: Office of General Counsel University of Cincinnati PO Box 210623 Cincinnati OH 45221-0623

9. Relation of Parties. It is the intention of the parties that Entity is independent of HCDE and is not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and Entity or HCDE and any of Entity's agents.

10. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide Entity these services. During the Term of Contract, Entity reserves the right to use all available resources to procure other services as needed and, in doing so, will not violate any rights of HCDE.

11. Termination. This Contract may be terminated prior to the expiration of the Term hereof as follows:
    - By Entity upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
    - By mutual written agreement of the parties, upon thirty (30) days prior notice;

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- By either party by giving thirty (30) days written notice to the other party; or
- By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.

12. Master Contract. This Contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between HCDE and Entity. Both parties agree to allow the Entity to use any or all of the following programs and/or services with no charge from HCDE including Choice Partners.

Entity agrees to adhere to the terms and conditions set forth for the programs and/or services as contracted under these programs. All other programs and/or services provided by HCDE requiring a fee will need an addendum to the approved Master Interstate Contract. The specific terms and conditions of the addendum will govern that individual contract. In the case of a conflict between the Contract and any addendum, the provisions of the addendum will govern.

13. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.

14. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.

15. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

In witness whereof, HCDE and Entity have executed this Contract to be effective on the date specified in Article 1. Term above:

University of Cincinnati
Entity Name

DocuSigned by:
Kyle Hern
4CA900EB7030447...
Signature

Kyle Hern
Printed Name

Assoc. General Counsel/Asst. Contracting Officer
Title

2/19/2025
Date

Harris County Department of Education

James Colbert, Jr.

County School Superintendent

Date: _____

Interlocal Agreement
between Harris County Department of Education
& West Hardin County 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 West Hardin County CISD, a local governmental entity and/or political subdivision ("LGE"), located in Saratoga (*city*), Texas (*state*), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

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

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement ("Effective Date") and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.

2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.

3. Purpose and Scope of Work.

A. HCDE agrees to:

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

B. LGE agrees to:

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

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
- Agree to follow the terms and conditions of each independent contract or purchase order.
- Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.

4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.

5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

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

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.

7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).

8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.

9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

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

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

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.

12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.

13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.

14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education	West Hardin County CISD ("LGE")
Attn: James Colbert, Jr.	Attn: Donald Heseman
County School Superintendent	Title: Superintendent
6300 Irvington Blvd.	Address: 39227 HWY 105
Houston, Texas 77022	City, State, Zip: Saratoga, Texas 77585
713-694-6300	Phone: 936-274-5061
	Email: donald.heseman@westhardin.org

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.

16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
    - Neither Party waives any immunity afforded to it under applicable law; and
    - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.

19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.

20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.

21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.

22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.

24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

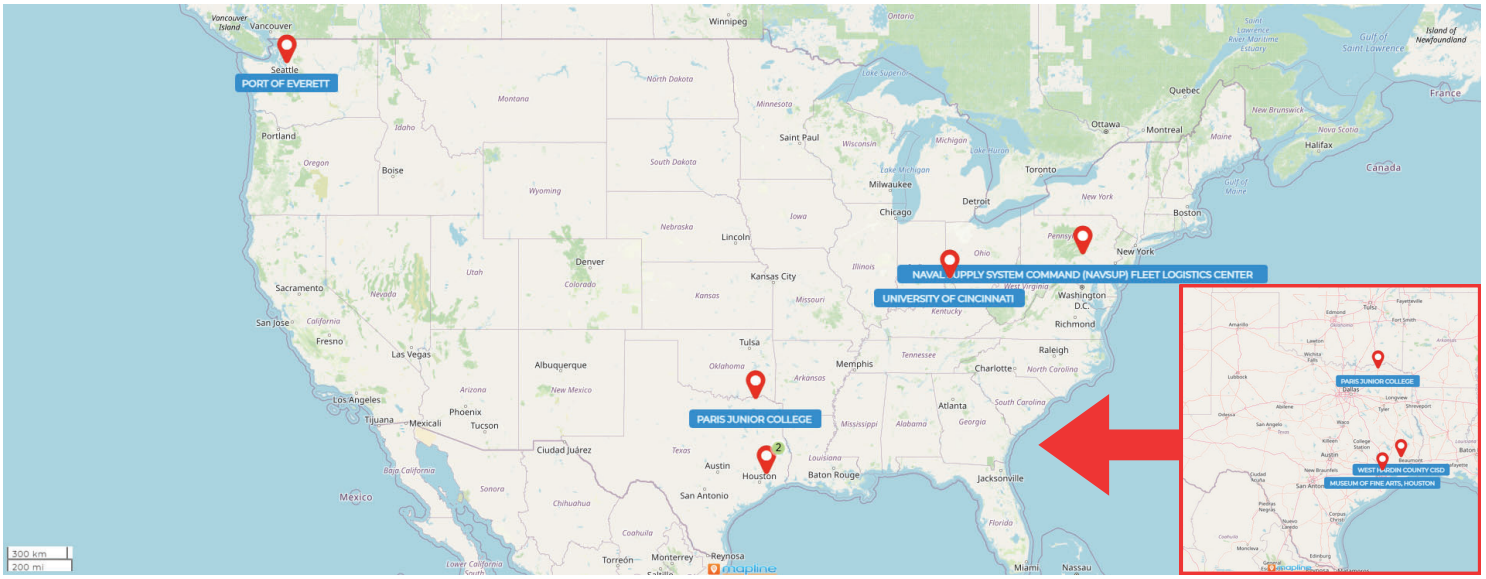
In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

West Hardin County CISD	Harris County Department of Education
Name of Local Governmental Entity	
Donald Heseman	
Authorized Signature	
Donald Heseman	James Colbert, Jr.
Printed Name	
Superintendent	County School Superintendent
Title	
01/30/2025	
Date	Date

Type of Local Governmental Entity (*select one*):

- ☑ School District
- ☐ Charter School
- ☐ County
- ☐ City/Municipality
- ☐ University
- ☐ College
- ☐ State Entity
- ☐ Governmental entity/other: _____

Once completed please email signed ILA to ila@choicepartners.org. ILA will be presented at our next HCDE Board meeting. After singing, a copy will be emailed to address listed on this form.


PORT OF EVERETT
NAVAL SUPPLY SYSTEM COMMAND (NAVSUP) FLEET LOGISTICS CENTER
UNIVERSITY OF CINCINNATI
PARIS JUNIOR COLLEGE
MUSEUM OF FINE ARTS, HOUSTON
Seattle
Vancouver
Portland
Boise
Sacramento
San Jose
Fresno
Las Vegas
Los Angeles
Phoenix
Tucson
Albuquerque
Denver
Kansas City
Lincoln
Saint Paul
Milwaukee
Chicago
Detroit
Toronto
Ottawa
Montreal
Quebec
Halifax
Boston
New York
Washington D.C.
Richmond
Raleigh
Charlotte
Atlanta
Memphis
Tulsa
Austin
Houston
San Antonio
Baton Rouge
Jacksonville
Miami
Nassau
Winnipeg
Monterrey
Reynosa
Torreón
Ciudad Juárez
Mexicali
Tijuana
México
300 km
200 mi

Regular Board Meeting			**6. G. 1.**
Meeting Date:	April 16, 2025		
Title:	Revise CH Local FY 2024-25		
Submitted For:	Edna Johnson, Purchasing	**Submitted By:**	Edna Johnson
Recommended Action:	Approve	**HCDE Goal(s):**	2. Deliver value responsibly
Additional Resource Personnel:	Dr. Jesus Amezcua, Dr. Edna Johnson	**Facilities/Technology Approval Needed?:**	

Information

Posted Agenda Item:

Consider approval to amend CH Local FY 2025 to add Boys and Girls Clubs of Greater Houston (Job No. 23/048IA) in the amount of $95,000; Houston Healthy Hip Hop (Job No. 22/012IA-2) in the amount of $95,000; Kid Create Studios (Job No. 23/006IA-4) in the amount of $95,000, and increase Consumer Energy Education Foundation (Job No. 21/056YR) by $15,000 to the amount of $95,000; Diaz Music Institute (Job No. 22/012IA-2) by $25,000 to the amount of $120,000; Monarch Academy (Job No. 23/006IA-4) by $45,000 to the amount of $180,000; TWST4Girls (Job No. 23/006IA-4) by the amount of $15,000 to the amount of $95,000; and Young Audiences, Inc. of Houston (Job No. 23/048IA-2) by $25,000 to the amount of $120,000, for the Comprehensive after school programs funded by 21st Century Cycle 11, Cycle 12, Partnership and grant recipients of City Connections and/or County Connections.

Subject:

Amend CH Local FY 2025

Rationale:

Comprehensive after school programs funded by 21st Century Cycle 11, Cycle 12, Partnership and grant recipients of City Connections and/or County Connections.

Fiscal Impact

Attachments

CH Local Revised 04.16.2025

Form Review

Inbox	Reviewed By	Date
Purchasing	Yaritza Roman	03/25/2025 03:02 PM
Purchasing Director (Originator)	Edna Johnson	03/25/2025 05:13 PM
Assistant Superintendent - Business	Jesus Amezcua	04/02/2025 06:11 PM
Form Started By: Edna Johnson		Started On: 03/24/2025 03:26 PM
Final Approval Date: 04/02/2025		

HARRIS COUNTY DEPARTMENT OF EDUCATION
CH LOCAL REPORT FOR PAYMENTS OF $50,000 OR MORE FOR FISCAL YEAR 2024-2025
Revised April 16, 2025 Board Meeting

VENDOR NAME	VENDOR NUMBER	CONTRACT TYPE	RECOMMENDED TOTAL CH LOCAL	CONTRACT INFORMATION	Agenda Date
Business - Related					
Amazon Business	89261	JOB # 22/045KN-01	$ 200,000.00	Online Marketplace	7/29/2024
Butler Business Products	17320	JOB # 21/020SG-04, 21/017KN-02, 22/045KN-02, 23/017KN-02, 23/022MF-04	$ 600,000.00	Office Supplies, Furniture, etc Department wide	7/29/2024
Harris County Appraisal District	29680	Per Texas Law/Linebarger	$ 350,000.00	HCDE tax appraisals	7/29/2024
HillCo Partners, LLC	**87257**	**JOB # 20/038KJ**	**$ 285,000.00**	**Governmental Relations Services**	**11/20/2024**
SOA FIN 1st	84623	JOB # 20/019KJ, 23/034IA-3	$ 185,000.00	Contracted services for Business	7/29/2024
Whitley Penn, LLP	85561	JOB # 21/028YR	$ 120,000.00	Auditing Services	7/29/2024
Xerox Business Solutions Southwest	87489	JOB # 21/031KN-70	$ 75,000.00	Printer, Copier, Scanner usage	7/29/2024
Adult Education - Related					
Burlington English	**86349**	**JOB # 22/044KN-01**	**$ 170,000**	**Technology Software**	**11/20/2024**
Data Recognition Corporation	88048	Sole Source	$ 55,000	Test booklets	7/29/2024
Launch Point CDC	**87271**	**JOB # 21/056YR**	**$ 321,000**	**Vocational program**	**1/15/2025**
Lee College Huntsville	37570	Interlocal Agreement	$ 65,000	Vocational program	7/29/2024
CASE for Kids - Related					
After School To Achieve	87823	23/048IA	$ 125,000	Comprehensive after school programs through funded by 21st Century Cycle 11, Cycle 12, Partnership and grant recipients of City Connections and/or County Connections.	7/29/2024
Boys and Girls Clubs of Greater Houston	**86521**	**23/048IA**	**$ 95,000**	**Contracts for comprehensive after school programs through funded by 21st Century Cycle 11, Cycle 12, Partnership and grant recipients of City Connections and/or County**	**4/16/2025**
CollegeCommunityCareer	86457	22/012IA-2	$ 120,000	Comprehensive after school programs through funded by 21st Century Cycle 11, Cycle 12, Partnership and grant recipients of City Connections and/or County Connections.	7/29/2024
Consumer Energy Education Foundation	**88876**	**22/012IA-2**	**$ 95,000**	**Comprehensive after school programs through funded by 21st Century Cycle 11, Cycle 12, Partnership and grant recipients of City Connections and/or County Connections.**	**4/16/2025**
Diaz Music Institute	**87846**	**22/012IA-2**	**$ 120,000**	**Comprehensive after school programs through funded by 21st Century Cycle 11, Cycle 12, Partnership and grant recipients of City Connections and/or County Connections.**	**4/16/2025**
Gordon Education Initiatives for the Performing Arts	89385	23/006IA	$ 95,000	Comprehensive after school programs through funded by 21st Century Cycle 11, Cycle 12, Partnership and grant recipients of City Connections and/or County Connections.	7/29/2024
Houston Grand Opera (Houston Grand Opera Association, Inc.)	90052	23/006IA-4	$ 85,000	Comprehensive after school programs through funded by 21st Century Cycle 11, Cycle 12, Partnership and grant recipients of City Connections and/or County Connections.	7/29/2024
Houston Healthy Hip Hop	**85958**	**22/012IA-2**	**$ 95,000**	**Contracts for comprehensive after school programs through funded by 21st Century Cycle 11, Cycle 12, Partnership and grant recipients of City Connections and/or County**	**4/16/2025**
JumpBunch Houston (EKM Activities, LLC)	82325	23/006IA	$ 95,000	Comprehensive after school programs through funded by 21st Century Cycle 11, Cycle 12, Partnership and grant recipients of City Connections and/or County Connections.	7/29/2024
Kid Create Studios	**89644**	**23/006IA-4**	**$ 95,000**	**Contracts for comprehensive after school programs through funded by 21st Century Cycle 11, Cycle 12, Partnership and grant recipients of City Connections and/or County**	**4/16/2025**
Monarch Academy	**89591**	**23/006IA-4**	**$ 180,000**	**Comprehensive after school programs through funded by 21st Century Cycle 11, Cycle 12, Partnership and grant recipients of City Connections and/or County Connections.**	**4/16/2025**
The Woods Project (The Woods Project, Inc)	84089	22/012IA-2	$ 120,000	Comprehensive after school programs through funded by 21st Century Cycle 11, Cycle 12, Partnership and grant recipients of City Connections and/or County Connections.	7/29/2024
TWST4Girls	**89161**	**23/006IA**	**$ 95,000**	**Comprehensive after school programs through funded by 21st Century Cycle 11, Cycle 12, Partnership and grant recipients of City Connections and/or County Connections.**	**4/16/2025**
World Youth Foundation	86827	23/048IA	$ 95,000	Comprehensive after school programs through funded by 21st Century Cycle 11, Cycle 12, Partnership and grant recipients of City Connections and/or County Connections.	7/29/2024
YMCA of Greater Houston	64735	23/048IA	$ 95,000	Comprehensive after school programs through funded by 21st Century Cycle 11, Cycle 12, Partnership and grant recipients of City Connections and/or County Connections.	7/29/2024
Young Audiences, Inc. of Houston	**81964**	**23/006IA-4**	**$ 120,000**	**Comprehensive after school programs through funded by 21st Century Cycle 11, Cycle 12, Partnership and grant recipients of City Connections and/or County Connections.**	**4/16/2025**
Communications - Related					
Love Advertising, Inc.	88856	JOB # 23/035SG-03	$ 300,000	Communications, Creative, Language, and Marketing Services	7/29/2024
Versa Creative	88047	JOB # 23/035SG-07	$ 1,200,000	Communications, Creative, Language, and Marketing Services	7/29/2024
Facilities - Related					
Buckeye International	80145	JOB # 22/053KN-03	$ 250,000	Custodial Supplies and Services	7/29/2024
Blue Knight Security, LLC	**89459**	**JOB # 22/047MR-01**	**$ 250,000**	**Security Services**	**9/18/2024**
City of Houston Water	**80591**	**Utilities**	**$ 160,000**	**Utilities: Water**	**11/20/2024**
Construction Masters of Houston, Inc	86791	JOB # 24/018MR-03	$ 100,000	Construction	7/29/2024
Corgan Associates, Inc.	**90233**	**JOB # 24/042IA**	**$ 150,000**	**Architectural Design Services**	**11/20/2024**
Dura Pier Facilities Services, LTD dba Facilities Sources	82491	JOB # 21/021MJ-19, 21/039MR-05, 22/024MJ-01, 22/049MF-08, 22/051MR-03, 23/016MR-16	$ 275,000	Facilities services	7/29/2024
ERC Environmental & Construction Services	87401	JOB # 23/016MR-14	$ 125,000	Construction	7/29/2024
Gowan, Inc	85932	Job # 22/049MF-10	$ 300,000	Mechanical Contracting, Electrical, and Plumbing Services	7/29/2024
High Point	88772	JOB # 22/053KN-05	$ 128,000	Custodial Supplies and Services	7/29/2024
McGriff Seibels & Williams	**39976**	**JOB # 21/067IA**	**$ 1,300,000**	**HCDE Insurance**	**10/16/2024**

Metropolitan Landscape Management	82060	JOB # 24/048MR-07	$	250,000	Landscaping	7/29/2024
Nash Industries, Inc.	88594	JOB # 23/016MR-27	$	325,000	Construction	7/29/2024
Quality Security Systems	47923	JOB # 21/021MJ-31	$	300,000	Fire, Safety, Security and Surveillance Equipment/Services	7/29/2024
Texas Political Subdivisions	58844	Interlocal Agreement	$	125,000	School Board Liability Insurance	7/29/2024
Vistra Preferred, Inc.	88303	Utilities	$	625,000	Service Agreement	7/29/2024

Head Start - Related						
City Of Houston Health Department	32920	Interlocal Lease Agreement	$	165,000	Head Start Lease for 5th Ward and Compton	7/29/2024
Community Partners Early Childhood Development Center	88868	JOB # 21/029IA	$	110,000	Headstart Childcare Partnership	7/29/2024
Hardies Fruit & Vegetable Co	86933	JOB # 23/030TP-03	$	110,000	Head Start Meals	7/29/2024
John G. Jones Learning Center	86996	JOB # 20/039YR	$	115,000	Service Agreement	7/29/2024
Kaplan Early Learning Company	35683	JOB #21/020SG-09, 22/038SG-16, 23/022MF-09	$	300,000	Educational Supplies, Playground Equipment & Supplies	7/29/2024
KQC Investors, LLC	83870	JOB # 15/064YR, 16/013YR, 10/059JG, 09/058JG	$	1,100,000	Head Start Lease for Channelview and Sheffield/ Tidwell, Baytown, Coolwood	7/29/2024
Labatt Institutional Supply Company/Labatt Food Services LLC	86944	JOB # 22/036TP-02, 24/031TP-02	$	500,000	Head Start Meals	7/29/2024
Lakeshore Learning	89090	JOB # 21/020SG-10, 22/038SG-18, 23/022MF-11		$250,000	Educational Supplies	7/29/2024
Hiland Dairy Foods Co fka Borden Dairy Company	16155	JOB # 21/036TP-01	$	125,000	Dairy and Other Related Products for Head Start	7/29/2024
Scholastic Inc	88307	Sole Source	$	250,000	Read & Rise Literacy Program & Various	7/29/2024
Successful Starters Learning Academy	87002	JOB # 21/029IA	$	158,700	Headstart Childcare Partnership	7/29/2024
VKN LLC dba Pasadena Learning Center	89451	JOB # 22/057YR	$	175,000	Headstart Childcare Partnership	7/29/2024
Human Resources - Related						
The Reserves Network (Execu Team Staffing, LLP)	88574	JOB # 21/063SG-04	$	250,000	Staffing Service	7/29/2024
Spalding, Nichols, Lamp, Langlois LLP	87975	Ch. 2254 Local Gov't Code	$	400,000	Legal Services for HCDE	7/29/2024
Public Agency Retirement (PAR)	60818	Retirement Alternative Plan	$	600,000	Retiree Alternative Retirement Plan Payment	7/29/2024
Texas Association of School Boards Risk Management Fund	57380	Interlocal	$	550,000	Workers Compensation - HCDE premium	7/29/2024
TRS Active Care - HCDE	n/a	TRS Health Insurance	$	3,500,000	HCDE portion	7/29/2024
TCG Administrators - 457 Retirement Savings (HCDE Contribution Supt)	$ 50,000					

Human Resources vendors paid by employee contribution	
First Financial - Flex Medical and Dependent Care	$ 350,000
First Financial - Health Savings	$ 250,000
Metropolitan Life Insurance Company - dental plan	$ 350,000
Metropolitan Life Insurance Company - vision plan	$ 100,000
Metropolitan Life Insurance Companu - Hospital Indemnity	$ 75,000
TCG Administrators - 403(b) Retirement Savings	$ 375,000
TCG Administrators - 457 Retirement Savings	$ 300,000
The Standard Life Insurance - Disability, Employee Paid	$ 190,000
The Standard Life Insur. - Optional Life, Employee Paid	$ 150,000
TRS Active Care - Employee Paid	$1,500,000

Records Management						
A-1 Personnel of Houston Inc.	87967	JOB # 21/063SG-01	$	150,000	Staffing Services	7/29/2024
Veritiv Operating Company	87406	JOB # 21/034SG-01	$	85,000	HCDE FILE BOX SUPPLIES	7/29/2024
School Division - Related						
Harris County Treasurer	29920	Interlocal Agreement - Security Service	$	543,475	Security Service	7/12/2023
Techonology - Related						
Avanade, Inc	88584	JOB # 20/022YR	$	100,000	Technology Consultants	7/29/2024
Bluum	60680	JOB # 21/031KN-64	$	600,000	AV, Conference Room Equipment	7/29/2024
CDW Government, Inc	18165	JOB # 21/031KN-13	$	1,750,000	Technology Equipment/Supplies/Consulting	7/29/2024

Comcast Holdings Corporation	88084	JOB # 240001992 for E-Rate Services	$ 125,000	Internet and phone service	7/29/2024
Datavox, Inc	22221	JOB # 22/041KN	$ 1,200,000	Network Equipment, Phones	7/29/2024
DocuNav Solutions	90047	DIR-CPO-4449	$ 150,000	Laserfiche Enterprise VAR	7/29/2024
FM:Systems	90209	JOB # 24/038MF-01	$ 175,000	Room Scheduling System	7/29/2024
Netsynch Network Solutions	85093	JOB # 21/031KN-41	$ 200,000	Network Equipment	7/29/2024
Powerschool Group, LLC	87278	JOB # 21/031KN-71	$ 350,000	eFinance upgrade and Support Maintenance	7/29/2024
Prime Systems	81790	JOB # 21/031KN-48	$ 100,000	Temporary Staffing	7/29/2024
PS Lightwave Inc.	86862	JOB# 23/024IA	$ 300,000	E-rate Ethernet Circuits	7/29/2024
Ungerboeck Software International	86537	Sole Source	$ 100,000	Workshop Management	7/29/2024
Unique Digital Technology Inc	83410	JOB # 21/031KN-66	$ 125,000	Technology Equipment/Supplies	7/29/2024
Verizon Wireless	61927	DIR Contract DIR-TELE-CTSA-003	$ 250,000	Cell Phone Service	7/12/2023
Total			**$ 25,276,175**		

Regular Board Meeting			**6. G. 2.**
Meeting Date:	April 16, 2025		
Title:	Contract Award for Job No. 25/008TD-2 for Event Spaces and Venues		
Submitted For:	Tameisha Davenport, Purchasing	**Submitted By:**	Tameisha Davenport
Recommended Action:	Approve	**HCDE Goal(s):**	4. Provide cost savings by leveraging tax dollars
Additional Resource Personnel:	Dr. Jesus Amezcua, Dr. Edna Johnson and Tameisha Davenport	**Facilities/Technology Approval Needed?:**	Technology

Information

Posted Agenda Item:

Consider approval of Contract Award for Job No. 25/008TD-2 for Event Spaces and Venues for the period of 04/17/2025 through 04/16/2030 to the proposers offering the best value to HCDE and meeting the specifications outlined in the proposal: The Anderson Center for the Arts; Salon 180 Angels, Inc. DBA Bsgg youth program-Stop the violence; and Imagen Management Group Inc.

Subject:

Contract Award for Job No. 25/008TD-2 for Event Spaces and Venues

Rationale:

A total of 430 invitations were extended for proposals. Three (3) responses were received. Each response was reviewed for compliance with the requirements of the RFP, evaluated, and scored. Multiple proposers offering the best value for HCDE are recommended for award for the period of 4/16/2025 through 4/15/2030 to the proposers stated above in the Posted Agenda Item. Contracts are in accordance with Texas Education Code 44.031.

Fiscal Impact

Attachments

BOARD RECOMMENDATION
EC FORM
EVALUATION SUMMARY
PARTICIPATION DETAIL

Form Review

Inbox	Reviewed By	Date
Purchasing Director	Edna Johnson	03/26/2025 04:54 PM
Purchasing (Originator)	Tameisha Davenport	03/27/2025 08:57 AM
Purchasing Director	Edna Johnson	03/27/2025 09:18 AM
Purchasing (Originator)	Tameisha Davenport	03/28/2025 03:47 PM
Purchasing Director	Edna Johnson	03/31/2025 11:59 AM
Assistant Superintendent - Business	Jesus Amezcua	04/02/2025 06:11 PM
Form Started By: Tameisha Davenport		Started On: 03/26/2025 11:55 AM
Final Approval Date: 04/02/2025		

Harris County Department of Education
Business Office /Procurement Services Division
Board Recommendation Form
Program Review

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

To: **Procurement Services Division Recommendation Committee**
From:

Jesselyn Arceneaux

Johanna Sanchez
Johanna Sanchez
Johanna Sanchez (Mar 28, 2025 11:43 CDT)

Shelby Buchtien
Shelby Buchtien

Deisy Rubio
Deisy Rubio
Deisy Rubio (Mar 28, 2025 12:18 CDT)

Job RFP# and Name: 25/008TD-2 Event Spaces and Venues

Board Meeting Date: April 16, 2025

Date: March 24, 2025

Procurement Requirements Available:

Check One

	Under $10,000 (Requires Division Director and Asst Supt. Approval)
	From $10,000 to $25,000 (Requires Buyer, Director of Procurement/CFO Approval)
X	Over $50,000 (Requires Board Approval)

I certify that I have reviewed the attached Job (CSP, 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 Procurement Services Division.

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

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

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

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

(Note: This form is required of all jobs (CSPs, Bids, and RFPs) prepared by all Buyers & Director)

Justification:

Job no. 25/008TD-2

This RFP was developed to procure Event Spaces and Venues.

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

Invitation to propose was sent to four hundred and thirty (430) vendors. HCDE received three (3) responses and all were evaluated. Three (3) vendors are being recommended for award.

Recommendation:

HCDE is recommending the following vendors for award:

- **Anderson Center for the Arts**
- **Salon 180 Angels dba Bsgg youth program- Stop the Violence**
- **Imagen Management Group Inc.**

Harris County Department of Education
Business Office /Procurement Services Division
EC Form
Effectiveness and Compliance Review

[This form is used to document due diligence by Buyer]

To: Procurement Services Audit File and Jesus J. Amezcua, Ph.D., CPA, RTSBA, CPFIM, Assistant Supt. for Business Services

From: Tameisha Davenport– Contract Manager

Job- Bid or RFP# and Name: 25/008TD-2 Event Spaces and Venues

Board Meeting Date:April 16, 2025

Date:March 24, 2025

Procurement Requirements Applicable:

Check One

_____ Under $10,000 (Requires Division Director and Asst Supt. Approval)
_____ From $10,000 to $49,999 (Requires Buyer, Procurement Director/CFO Approval)
__X__ Over $50,000 (per CH Local)
_____ Cooperative Programs (Requires Board Approval)

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

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

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

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

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

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

Evaluation Summary
RFP #25/008TD-2 (Event Spaces and Venues)

Evaluation Date: March 20, 2025

Summary	Total Weighted Value	Imagen Management Group	The Anderson Center for the Arts	Bsgg youth Program-Stop the Violence
PRICE	**25**	**24**	22	15
REPUTATION OF VENDOR'S GOODS/SERVICES	**20**	**12**	10	15
QUALITY OF VENDOR'S GOOD/SERVICES	**25**	**23**	24	20
EXTENT TO WHICH GOODS/SERVICES MEETS NEED	**25**	**24**	24	20
VENDOR'S PAST RELATIONSHIP WITH HCDE	**5**	**0**	0	0
IMPACT ON HISTORICALLY UNDERUTILIZED BUSINESSES	**0**	**0**	0	0
LONG-TERM COST TO HCDE	**0**	**0**	0	0
For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state	**0**	**0**	0	0
TOTAL	**100**	**83**	80	77

*** ALL PRICE & REPUTATION (REFERENCE) POINTS HAVE BEEN SCORED BY CONTRACT MANAGER**
HCDE received three (3) responses.
and three (3) proposals were evaluated.

SUPPLIER PARTICPATION DETAIL

Participant Name	Response Date	Response Status	Invitation Date	Classifications
The Anderson Center for the Arts	03/03/2025	Submitted		MBE,WBE
Imagen Venues	01/20/2025	Submitted	01/08/2025	MBE,SBE
Bsgg youth program - stop the violence (Salon 180 angels inc)	01/08/2025	Submitted	01/08/2025	MBE,SBE,WBE
Autism Meets Faith		Unsubmitted		MBE,SBE,WBE
Build Tactical LLC		Unsubmitted	01/08/2025	VOB
Cullen Performance Hall (University of Houston)		Unsubmitted	01/08/2025	
Fairfield Response Group LLC		Unsubmitted		MBE
Holiday Inn Express Houston Galleria Area		Unsubmitted		
Kolor My Kanvas		Unsubmitted	01/08/2025	
Legends Do Live		Unsubmitted		
PlanetBids		Unsubmitted		
Shoot Your Shot Education LLC		Unsubmitted		
Dr. Mary E. White International, LLC	02/14/2025	No Bid		MBE,SBE,HUB,WBE
ABM Education Services, LLC (US)		Viewed		
Anchoring Hopes (Anchoring Hopes Wellness Recovery Institute LLC)		Viewed	01/08/2025	MBE,SBE,HUB,WBE
Avenue		Viewed		WBE
BBH Life Care (BBH Consultants)		Viewed		MBE,WBE
Ben E Keith Foods (Ben E Keith Company)		Viewed		
Blue Kangaroo Packoutz of Houston NE/ Woodlands (Evenlevel Holdings LLC)		Viewed		
Blue Knight Security LLC		Viewed		MBE,CPC,SBE,WBE
Business Solutions International		Viewed		MBE,DIR,HGA,TAS,TCP,TIP,TPA,TXM,USC,SBE,HUB,WBE
Club Busy Bee (Jamsteld West, Inc)		Viewed		
Community Coffee Company LLC		Viewed		
Creativity Shell (EZ Kids Creativity Shell)		Viewed		
Dapreal Connections LLC		Viewed		MBE,SBE,WBE
Divine Ventures Limited Company281979		Viewed	01/08/2025	MBE,SBE
Dream Capital International, Inc		Viewed		SBE
Floral Park Consulting LLC		Viewed		
Fruitful Consulting Agency LLC		Viewed		MBE,SBE
GitFitCode LLC		Viewed	01/08/2025	MBE,SBE
GMP Media Group		Viewed	01/08/2025	
Grand Imaging Studios (Grand Imaging LLC)		Viewed		MBE,WBE
Houston Marriott Westchase		Viewed		
Jonahten LLC		Viewed	01/08/2025	VOB,MBE
Legacy Hospitality & Entertainment Group, LLC		Viewed	01/08/2025	MBE
Life Studios (Stephen Hudson)		Viewed	01/08/2025	MBE,SBE
ODP Business Solutions		Viewed	01/08/2025	
One Church at Bethel's Family (Bethel's Family Baptist Church)		Viewed		MBE
Open Hearts Home Respite Care (OpenHearts Hearts Family Services)		Viewed		
Paint Box Creations		Viewed		MBE
Palmer Hamilton LLC		Viewed		CPC,TAS,TCP,TIP
Party Pls LLC		Viewed		MBE,SBE,WBE
Project Row Houses		Viewed		

PWXpress	Viewed		
Redfin Construction Services LLC	Viewed		VOB
Safe Place Outreach	Viewed		
Shawna Solomon & Associates	Viewed		MBE,SBE,WBE
Spoonful of Love	Viewed		MBE,SBE
Sunstate Equipment Co., LLC	Viewed		
T & L Event Center	Viewed	01/08/2025	
Tellepsen Builders	Viewed		
The Hendrix	Viewed		MBE,SBE,WBE
The Woodlands Waterway Marriott Hotel & Convention Center (Marriott Hotel Services, Inc.)	Viewed	01/08/2025	
TOCA LLC	Viewed	01/08/2025	
True Sign Experts (TSE Ent Inc)	Viewed		
Unified Protective Services (A&A Protective Services, Inc.)	Viewed		TAS,USC
Unlimited Sports Solutions	Viewed		
West Force Division	Viewed		MBE,WBE
Whitewall Construction (Salinas Holdings,LLC)	Viewed		MBE,SBE
Young Women Christian Association of Houston	Viewed		TPA
1940 Air Terminal Museum		01/08/2025	
365 Paving & Construction LLC		01/08/2025	
4.0 GPA		01/08/2025	
A Ray of Sunshine Commercial Cleaning Company (Donald)		01/08/2025	MBE,SBE
A6 Scientific Corp.		01/08/2025	MBE,SBE,HUB
AAA Painting		01/08/2025	
Academic Alliance		01/08/2025	MBE,WBE
Adira LLC		01/08/2025	
Agundez Inc, DBA Central Graphics		01/08/2025	MBE
AIAA Kids LLC		01/08/2025	MBE
AISPEX INC		01/08/2025	MBE,SBE
All Thing's Gourmet		01/08/2025	MBE,SBE,WBE
All You Need Promos (AYNP - Suite 401)		01/08/2025	
Allen Austin		01/08/2025	SBE
AlphaGraphics (Lukitas Inc.)		01/08/2025	
amalgamated Services Inc.		01/08/2025	SBE,WBE
American Vision Marketing LLC		01/08/2025	SBE
ANCO Insurance		01/08/2025	
Aogo Tech Services		01/08/2025	
Apex Procurement Solutions (Southern Executive Transport, LLC)		01/08/2025	SBE,HUB
Armor Gear		01/08/2025	MBE,SBE,WBE
Arthur J Gallagher, Inc.		01/08/2025	
ASAP Business Services (Accurate Standards Available Professionals Business Services, LLC)		01/08/2025	
Ashita.Design, LLC		01/08/2025	
Aspire Works LLC		01/08/2025	
Association for the Advancement of Mexican Americans		01/08/2025	
Astrov & Associates		01/08/2025	MBE,SBE
ATEC Group		01/08/2025	MBE,WBE
Athletes Global Corporation		01/08/2025	
Atkins Powerhouse Consulting LLC		01/08/2025	MBE,SBE,WBE
Auspicious Labs Inc. (same)		01/08/2025	
Authorable		01/08/2025	SBE,WBE
Bank of Texas (BOKF, NA)		01/08/2025	
BBeauti AndLashes LLC		01/08/2025	MBE,SBE,WBE
BE Staffing Solutions LLC		01/08/2025	
Bedrock International Group, LLC		01/08/2025	
Bee Busy Wellness Center		01/08/2025	

Berry Caye LLC	01/08/2025	MBE,HUB,WBE
Bets Construction and Cleaning LLC	01/08/2025	MBE,SBE,HUB,WBE
Beyond the Seat, LLC	01/08/2025	MBE,SBE,WBE
BlendED Learning Consultants	01/08/2025	MBE,SBE,WBE
Blu Avo Group LLC	01/08/2025	
BOLD Life Wellness and Consulting LLC	01/08/2025	MBE,SBE,WBE
Bold Movements Collaborative	01/08/2025	MBE,WBE
BookerDezigns	01/08/2025	MBE,SBE
BRB Supply	01/08/2025	MBE,SBE,HUB
Briar Patch	01/08/2025	MBE,SBE,WBE
Bridge to Leadership, LLC	01/08/2025	MBE,SBE
Bright Horizon	01/08/2025	
Brilliant Essentials (Brilliant Notary Signings)	01/08/2025	MBE,SBE,WBE
Cadence Bank	01/08/2025	
Cam Light Enterprise Inc.	01/08/2025	HUB
Camelback Displays Inc.	01/08/2025	SBE
Care4All LLC	01/08/2025	MBE
CASO Document Management	01/08/2025	SBE
Cathyjon Enterprises, Inc. HB Staffing	01/08/2025	SBE,WBE
Chef Mumsie's Brands LLc	01/08/2025	MBE,SBE,WBE
Child Care Associates	01/08/2025	
Child Champ Photography (Jody Goldstein)	01/08/2025	WBE
Citywide Protection Unit (Philadelphia Protection Unit LLC)	01/08/2025	MBE
Clark Hill Strasburger (Clark Hill PLC)	01/08/2025	
CNS SERVICES, INC dba Living Your Life Without Limits	01/08/2025	MBE,SBE,WBE
Coatings Specialty Development Lab	01/08/2025	MBE,SBE
Code BLK	01/08/2025	MBE,SBE,WBE
Commercial Specialty Cleaning	01/08/2025	MBE,SBE,WBE
Computer Kids	01/08/2025	MBE,SBE,WBE
Connect Community Youth & Family Services	01/08/2025	
Copy.com (Copydotcom, Inc.)	01/08/2025	
Corzone	01/08/2025	MBE,SBE,WBE
Council Rock Enterprises, LLC	01/08/2025	MBE,SBE,HUB
Courageous Diagnostics	01/08/2025	MBE,WBE
Covid Safety Glass (Silent West LLC)	01/08/2025	SBE
CPS HR Consulting (Cooperative Personnel Services)	01/08/2025	
Crimson Vision Enterprises	01/08/2025	
Critical Mass Connection	01/08/2025	MBE,SBE,WBE
CVS Pharmacy, Inc.	01/08/2025	
D&M Leasing (Commercial Vehicle Leasing, LP)	01/08/2025	MBE,CPC,HUB
Daintree Solutions LLC	01/08/2025	MBE,SBE,HUB
Dalton Air Conditioning and Heating (Dalton Air Conditioning and Heating, LLC)	01/08/2025	SBE
Data Facts, Inc	01/08/2025	WBE
David Rodriguez	01/08/2025	
DBA: HS&M Mental Health & Education (HS&M Construction)	01/08/2025	MBE,SBE,HUB,WBE
DEMS,LLC	01/08/2025	
Denning & Denning Design	01/08/2025	SBE
Designum Media Group	01/08/2025	
DGR United	01/08/2025	MBE,SBE,HUB
DIBSYS Inc	01/08/2025	MBE,SBE

DigitalGenetix	01/08/2025	
Diversified Business Consulting LLC	01/08/2025	MBE,SBE,WBE
Divine Dance (Peaceful Beginnings Montessori)	01/08/2025	
DoLogic Inc.	01/08/2025	MBE,SBE
Dominika Dorota Staniewicz	01/08/2025	MBE,SBE,WBE
DrHopeObika	01/08/2025	MBE,SBE,WBE
Dunn's Logistics Inc	01/08/2025	MBE,SBE,WBE
E & Hurd LLC	01/08/2025	MBE,SBE,HUB,WBE
Easy Way Safety Services, Inc.	01/08/2025	
ECC 412, LLC	01/08/2025	
Educational Systems Consulting	01/08/2025	
Elaine Cordelia Enterprise Inc	01/08/2025	MBE
Elite Ladies of Expression Inc	01/08/2025	MBE,WBE
Elitevirtualconnections@outlook.com	01/08/2025	MBE,SBE,HUB,WBE
E-Logic, Inc.	01/08/2025	
Emma Oliver	01/08/2025	
EMPAC HEALTH MANAGEMENT SERVICES, LLC	01/08/2025	MBE,SBE,HUB,WBE
EMPIRE COMPLETE JANITORIAL SERVICES LLC	01/08/2025	MBE,SBE
Empowered Network Services, LLC	01/08/2025	
Energy Saving Advisor Distributors	01/08/2025	
En-Norvation Business Solutions	01/08/2025	MBE,SBE,WBE
Entertainment Haus LLC	01/08/2025	MBE,WBE
Eplusc3.com	01/08/2025	MBE
ERVIN MANAGEMENT GROUP	01/08/2025	MBE,HUB,WBE
ESTHERS CAJUN CAFE & SOUL FOOD	01/08/2025	MBE,SBE,WBE
eTeachingMe (Love N Learn At Home)	01/08/2025	
Eternal Media Solutions (Eternal Media Solutions LLC)	01/08/2025	
Executive Pro High Cleaning Agency	01/08/2025	HUB,WBE
ExerPlay, Inc	01/08/2025	
Eye Candy Digital Video, LLC	01/08/2025	WBE
FABOW Software Solutions	01/08/2025	MBE,WBE
Facelift Graphics	01/08/2025	MBE,SBE
Faith Works Consulting Group, LLC	01/08/2025	MBE,SBE,WBE
FAMILY FELLOWSHIP COMMUNITY BAPTIST CHURCH	01/08/2025	MBE,SBE,WBE
Fast Forward	01/08/2025	MBE,WBE
FASTSIGNS 2073	01/08/2025	
Fidis Logistics, LLC	01/08/2025	HUB
Fig Restoration	01/08/2025	MBE,SBE,WBE
Finbers Group LLC	01/08/2025	MBE,SBE,WBE
Finest Blood	01/08/2025	
Foston International Communications Inc.	01/08/2025	MBE
Freese and Nichols, Inc.	01/08/2025	
Fresh Start Developmental Learning and Fine Art Center	01/08/2025	MBE,SBE,WBE
From Dreams 2 Reality	01/08/2025	MBE,WBE
Fuel Up For Life Foundation Inc	01/08/2025	
Future Recruiting LLC	01/08/2025	
G6 Hospitality dba Motel 6 and Studio 6	01/08/2025	MBE
Gazelle Capital, LLC	01/08/2025	SBE
GCI Solutions LLC	01/08/2025	MBE,SBE,HUB,WBE
Geaux Crates & Storage, LLC	01/08/2025	

GFN HIPPY LLC	01/08/2025	MBE,SBE,HUB
Global Force USA	01/08/2025	MBE,SBE,HUB,WBE
Global Group Holding LLC	01/08/2025	VOB,MBE,SBE
GM Consulting (Grand Monsieur Entertainment, LLC)	01/08/2025	MBE,SBE
GO M PAC	01/08/2025	MBE,SBE,WBE
Golden Mountain Consulting L.L.C	01/08/2025	
Good & Fanfair, LLC.	01/08/2025	MBE,SBE,WBE
Good News Church	01/08/2025	MBE
GovSense	01/08/2025	
Green Arrow Excavation & Septic Services	01/08/2025	MBE,SBE
Greenberg Traurig LLP	01/08/2025	
Greenspring Construction Services	01/08/2025	MBE
Group Travel Consultants	01/08/2025	
Gulfgate Automotive LLC	01/08/2025	MBE
Harvest Christian Academy	01/08/2025	MBE,SBE
Hayley Wilson	01/08/2025	
HCONE International IMPEX Inc (Enoch Kabutey)	01/08/2025	
Healing Hearts Network Youth Department (Healing Hearts Network)	01/08/2025	MBE,SBE,WBE
Heart Nation Inc	01/08/2025	
Heavenly Service, LLC	01/08/2025	MBE,WBE
Helfman Ford	01/08/2025	MBE,SBE,WBE
Hierarchy Advertising	01/08/2025	
Hilton Garden Inn houston Medical Center (ALH Properties No Fifteen, LP)	01/08/2025	
HiMac Center for Creative Thinking	01/08/2025	
HISPANIC LEARNING CENTER	01/08/2025	WBE
HiTouch Business Services	01/08/2025	
HORIZON SW PROPERTIES	01/08/2025	MBE
Houston Modular Installation	01/08/2025	MBE,HUB
Houston Scottish Rite Event Center (The Scottish Rite Benevolent Association of Houston Texas)	01/08/2025	
Hou-Tex G.C. Inc.	01/08/2025	MBE
HR Best Practices (DIVA Solutions, LLC)	01/08/2025	SBE
HRchex, LLC (Intellisoft II, Inc.)	01/08/2025	
HTEC-Houstons Training and Education Center, Inc. (Phillips)	01/08/2025	MBE,SBE,HUB,WBE
Humble Civic Center	01/13/2025	
Hunton Andrews Kurth LLP	01/08/2025	
HYATT REGENCY HOUSTON (HYATT CORPORATION AS AGENT OF VII/SCH HOUSTON HOTEL LP)	01/08/2025	
IA-Advanced Telecom Solutions, LLC	01/08/2025	MBE,SBE
ibiwari ikiba	01/08/2025	MBE,SBE,WBE
Imbue Cleaning Solutions	01/08/2025	
Immenance Logistics	01/08/2025	MBE,SBE,WBE
IMS Dodge	01/08/2025	
IMS Screening Solutions	01/08/2025	MBE,SBE,WBE
In Earth Consulting LLC	01/08/2025	MBE,SBE,HUB,WBE
Innovative Consulting LLC	01/08/2025	MBE,SBE,HUB,WBE
Innovative Texas Strategies LLC	01/08/2025	MBE,HUB
InnovsiteLLC	01/08/2025	MBE,SBE
Institute for Building Technology and Safety	01/08/2025	
Inteletravel	01/08/2025	MBE,SBE,HUB,WBE
InTouch POS by ASSAL Corp (ASSAL Corporation)	01/08/2025	
I-Raos, Inc	01/08/2025	

Isaulas Express Inc.	01/08/2025	MBE,WBE
ISE International Group	01/08/2025	MBE,SBE,WBE
iTAD Solutions (Taber Group, llc)	01/08/2025	SBE
iTech DMV (DMV Tech)	01/08/2025	SBE
Jae Keith Escapera Travel Group (Jacqueline Keith)	01/08/2025	MBE,SBE,WBE
Jaguar Security & Investigations Corp (American PROTECTION ACADEMY)	01/08/2025	SBE
JAVACCS, LLC	01/08/2025	MBE,SBE,WBE
Journey of Faith UMC	01/08/2025	
Journeys Managing Group LLC	01/08/2025	MBE,SBE,HUB,WBE
Jv-janitorial	01/08/2025	
K&R Group, INC	01/08/2025	MBE,SBE,WBE
Kalpra Tech Solutions LLC	01/08/2025	MBE,HUB
KANKO (Floyd's Chores & Odd Jobs)	01/08/2025	
Keter Environmental Services	01/08/2025	
Keytonex, Inc	01/08/2025	SBE,WBE
KGBTexas Communications	01/08/2025	SBE,HUB,WBE
Kingway Community Inc	01/08/2025	
KIOME	01/08/2025	MBE,SBE,WBE
Konnecting the Dots	01/08/2025	MBE,HUB,WBE
KQ GLOBAL TRANSPORTATION LLC (KQ TRUCKING LLC)	01/08/2025	MBE,SBE,WBE
Kriston Construction Company Inc	01/08/2025	
LA STYLE SCHOOL OF COSMETOLOGY LLC (Christine Johnson)	01/08/2025	MBE,WBE
Lady Liberty Group LLC	01/08/2025	MBE,SBE,HUB,WBE
Language Link, LLC	01/08/2025	MBE,SBE,WBE
LBNM Corporation	01/08/2025	MBE,SBE,HUB
Le Meridien Houston Downtown	01/08/2025	
Lenora Hay-Muagututia	01/08/2025	MBE,SBE,WBE
Life Enhancement Services	01/08/2025	MBE
Lisa K Bailey	01/08/2025	MBE,SBE,HUB,WBE
Lowes Companies Inc	01/08/2025	
LQI Consulting Group, LLC	01/08/2025	
L-Sync, LLC	01/08/2025	
Lyceum (Institute for Civic Education in Vietnam)	01/08/2025	MBE,SBE
M2W Travel	01/08/2025	MBE,SBE,WBE
Main Stop Testing Svcs	01/08/2025	MBE,SBE
Mainfreight	01/08/2025	
Malor & Company Inc	01/08/2025	MBE,SBE
Marathon Staffing Group, Inc.	01/08/2025	
Mark Mills	01/08/2025	SBE
Marriott International	01/08/2025	
Marshall Shredding (Marshall Shredding, LLC)	01/08/2025	
MAXIMED (Sophia Brendan)	01/08/2025	
McAllen Pest Control Inc	01/08/2025	MBE,SBE,WBE
Meagan Copelin Global Management Consultants	01/08/2025	MBE,SBE,HUB,WBE
MED LAB XPRESS LLC	01/08/2025	SBE,HUB,WBE
MedHelp, Inc.	01/08/2025	
MenuLogic K12 (Foodworks Technologies)	01/08/2025	CPC,SBE,WBE
Meta heart Coaching LLC	01/08/2025	MBE,SBE,WBE
Metro Sports & Entertainment	01/08/2025	MBE,SBE
MJR EDUCATIONAL SUPPLIES	01/08/2025	

Mombasa Street EATS (Medyz Swahili Cuisine Inc)	01/08/2025	MBE,SBE,WBE
Momentum Global Solutions, LLC	01/08/2025	
Money Mentor Schools (Money Mentor, LLC)	01/08/2025	SBE,WBE
Monica Blackshire LLC	01/08/2025	
Morgan Elite Specialist Services	01/08/2025	SBE,WBE
Mother Daughter ISH (Same)	01/08/2025	MBE,WBE
National Environmental Waste	01/08/2025	SBE
NC Industrial Labor & Cable Contractors (Springing Stars, Llc)	01/08/2025	MBE,SBE,WBE
New Beginnings Nurturing Center	01/08/2025	MBE,SBE,WBE
New In Blue, Inc.	01/08/2025	MBE
New Wave Evolution	01/08/2025	HUB
Next Era Equipment Export LLC	01/08/2025	MBE,SBE
Norton Rose Fulbright US LLP	01/08/2025	
Oak Hill Technology, Inc.	01/08/2025	HUB
OCP Business Interiors Etc	01/08/2025	MBE
Off My Plate Food Program Consultants (Hope Jones Enterprises, LLC)	01/08/2025	MBE,SBE,WBE
O'Hanlon, Demerath & Castillo	01/08/2025	
OmniPre Connect LLC	01/08/2025	
Ordinary Towards Extraordinary Foundation	01/08/2025	
OREADY, LLC	01/08/2025	WBE
Overjoyed To Help You Charity Community Service	01/08/2025	
Ozeal Consulting Group (Oziel Enriquez)	01/08/2025	
P&A Corporation	01/08/2025	MBE,SBE
Paradigm Field Industrial Solutions, LLC	01/08/2025	SBE
Paragon Compliance	01/08/2025	
Parker and Jamison LLC	01/08/2025	
PAUL J. COSELLI, ATTORNEY AT LAW	01/08/2025	
PCMC BUSINESS SERVICES (PC MAC COMPUTERS LLC)	01/08/2025	MBE,SBE,HUB
Pedigo Staffing Services, LLC	01/08/2025	DIR,SBE,HUB,WBE
Penshol Group LLC	01/08/2025	MBE,HUB
PHD Resources & Taxes	01/08/2025	
Pinnacle Screening Solutions	01/08/2025	MBE,SBE,WBE
Pinnacle Workforce Strategies	01/08/2025	MBE,SBE,WBE
Premier Employment Agency, LLC	01/08/2025	MBE,HUB,WBE
PREMIUM PUMPS & CONTROLS LLC	01/08/2025	SBE
Prime Sanitizing	01/08/2025	MBE,SBE
Pristine-Plus (Pristine Plus Ventures LLC)	01/08/2025	
Prodigy Community Development	01/08/2025	
Productive Ventures	01/08/2025	
Profit Marketing Communications	01/08/2025	SBE,WBE
Project Gametime LLC	01/08/2025	MBE,SBE
Prolocks LLC	01/08/2025	
ProMed Medical Solutions (Pro Med Medical Solutions, LLC.)	01/08/2025	MBE,HUB,WBE
Promos On-Time	01/08/2025	
Promoters of Education, Awareness & Community Engagement (PEACE)	01/08/2025	
Pronto Shipping and Packaging Services Inc.	01/08/2025	
Propio Language Services	01/08/2025	
Prosperity Project Management LLC (N/A)	01/08/2025	MBE,WBE
Providence partners	01/08/2025	HUB
Province Holdings LLC	01/08/2025	SBE

PuckettPro (PuckettPro Inc)	01/08/2025	
Purposed Pressure Inc.	01/08/2025	MBE,WBE
PurposeFull Brands + Strategies (PurposeFull Brands and Strategies Holdings LLC)	01/08/2025	MBE,WBE
Qualtrics	01/08/2025	
RAC Conference Center	01/08/2025	MBE,HUB,WBE
Ramos & Harrison	01/08/2025	
Rave Energy	01/08/2025	MBE
Red Towers Janitorial Services LLC	01/08/2025	MBE,SBE,WBE
Regal Supply & Services LLC	01/08/2025	MBE,SBE,WBE
Research America Inc	01/08/2025	SBE
RGAS	01/08/2025	SBE
Rhema Word of Life Church	01/08/2025	MBE
Right Attitude Inc	01/08/2025	MBE,SBE
Right Choice National Suppliers	01/08/2025	MBE,SBE,WBE
Righteous Investments & Holdings Inc	01/08/2025	MBE
Rising Star Academy	01/08/2025	
Rogers Travel LLC	01/08/2025	WBE
Roland Gonzales	01/08/2025	
Rooted Futures, LLC	01/08/2025	MBE,WBE
Royal Eagle Contracting	01/08/2025	MBE,SBE,HUB
RT Solutuions Group	01/08/2025	MBE,SBE,HUB
Rukaz Kultura	01/08/2025	MBE,SBE,WBE
S Corporation	01/08/2025	MBE,SBE,WBE
Salon Chris LLC	01/08/2025	MBE,SBE,WBE
SAMCO Capital Markets, Inc.	01/08/2025	
Sandman Signature Plano/Frisco	01/08/2025	
Savvy Solutions Consulting	01/08/2025	
SBL Solutions (Strategic Business Life Solutions)	01/08/2025	MBE,HUB,WBE
SCIENCE OF APPAREL	01/08/2025	
Second Chance Technology Edge High School	01/08/2025	MBE,SBE,WBE
Seeds for Success Inc	01/08/2025	
ServiceMaster Clean HQ	01/08/2025	MBE,HUB,WBE
Session Tax Consulting & Grant Writing (Session Tax Consulting and grant writing)	01/08/2025	MBE,SBE
Sigga Workforce Technologies	01/08/2025	
SimiDigi Inc	01/08/2025	MBE,SBE,HUB,WBE
SLL Services, LLC	01/08/2025	SBE
Smarter HR Solutions	01/08/2025	MBE,SBE,HUB,WBE
SMARTOX	01/08/2025	
SMC Contracting Solutions	01/08/2025	MBE,SBE,HUB,WBE
Snilloc, LLC	01/08/2025	MBE,SBE,WBE
SOFTNETWORKS LLC	01/08/2025	SBE
sophiads	01/08/2025	MBE,SBE
Southern Delegate	01/08/2025	MBE,SBE
Southwest Glen Mission	01/08/2025	
Sparks Spaces Inc.	01/08/2025	MBE
Specialty Enterprizes	01/08/2025	
Spry Digital LLC	01/08/2025	
Spur Employment, Inc.	01/08/2025	
SSG-MUSIC	01/08/2025	
St. Michael's Learning Academy Inc	01/08/2025	MBE,HUB,WBE

STA Travel, Inc	01/08/2025	
Standing In The Gap Direct Hire Consulting	01/08/2025	MBE,SBE,HUB,WBE
Steam Kidstitute (Insight Community Resources Inc)	01/08/2025	
STEM Urban Perspective (Science, Technology, Engineering with an Urban Perspective)	01/08/2025	
Steniprise LLC	01/08/2025	SBE,WBE
Sterling Empowerment	01/08/2025	SBE
Sterling Staffing Solutions (Maceo Carter Investments, LLC)	01/08/2025	
Sterling Therapy & Rehabilitation	01/08/2025	
steven mathis auction	01/08/2025	
Straight Defined	01/08/2025	
Successful Starters Learning Academy II	01/08/2025	MBE,SBE,WBE
SWA International Company	01/08/2025	MBE,SBE,HUB,WBE
T.E.B Benefits Group Inc	01/08/2025	
Table SALT Group	01/08/2025	
Teach Me to Breathe (Mitzi Henderson)	01/08/2025	MBE,SBE,HUB,WBE
TECBOMO LIMITED LIABILITY COMPANY	01/08/2025	MBE,SBE
Texas Association of African American Chambers of Commerce (TAAACC)	01/08/2025	MBE,SBE,WBE
Texas Cooling Experts	01/08/2025	MBE,SBE
Texas Crush Basketball Organization	01/08/2025	MBE,SBE
Texas Gulf Bank N.A.	01/08/2025	
The Achievement Network, Ltd.	01/08/2025	
The Arreis Group llc	01/08/2025	MBE,SBE,HUB,WBE
The B.A.L.A.N.C.Ed Classroom (The Inner Ear Agency)	01/08/2025	MBE,SBE,WBE
The Bexley Company, LLC	01/08/2025	MBE,SBE,WBE
The Carmona Firm, PLLC	01/08/2025	
The Class Ring Company	01/08/2025	MBE
The French Corner (Haddad Interests Inc)	01/08/2025	WBE
The Getch (THEGETCH PRIVATE LIMITED)	01/08/2025	WBE
The Heart of God Restoration Ministry	01/08/2025	
The Jewelry Instructor	01/08/2025	MBE,SBE,WBE
The Kadence Collective, LLC	01/08/2025	MBE,SBE,HUB
The National Behvioral Intervention Team Association	01/08/2025	
THE PERFECT SPOT	01/08/2025	MBE,SBE,WBE
The Sanders Hand	01/08/2025	
The SoGo Collective	01/08/2025	MBE,SBE
The SpyGlass Group, LLC	01/08/2025	
The Translation Company Group, LLC	01/08/2025	MBE,HUB,WBE
The Westin Houston Memorial city	01/08/2025	
TLE Inc (The Look Enterprises, Inc.)	01/08/2025	MBE,SBE,HUB
TMI Design and Consulting LLC	01/08/2025	MBE,WBE
T'Monique Collection LLC	01/08/2025	MBE,SBE,WBE
Tomorrow N Training	01/08/2025	
Transaption	01/08/2025	
Transcare llc	01/08/2025	
Trezvant Academy, Inc	01/08/2025	
Triple E Workforce Services	01/08/2025	MBE,SBE,WBE
True Love Childcare	01/08/2025	
Twinkle Wonders School of Learning	01/08/2025	MBE,SBE,WBE
Tynes Property Management	01/08/2025	MBE,SBE,HUB,WBE
U. S. WHOLESALE PRODUCTS	01/08/2025	SBE

Unif Health	01/08/2025	MBE,SBE
US Executive LLC	01/08/2025	SBE
USG Staffing LLC	01/08/2025	
Vanguard Trading & Services, LLC	01/08/2025	
Vantage Elite Logistics	01/08/2025	MBE,SBE,WBE
Varmoda Tech LLC	01/08/2025	MBE,SBE
VenClear LLC	01/08/2025	
Venus Supplies & Construction	01/08/2025	
Vertex Computers Systems	01/08/2025	MBE,WBE
Vessel Support Services	01/08/2025	MBE,SBE
vRealm Inc.	01/08/2025	SBE
VTEC Maine Inc.	01/08/2025	SBE,WBE
Watkins & Associates Consulting Services LLC.	01/08/2025	
Weathertight Building Consulting, LLC	01/08/2025	
Wells Fargo Bank NA	01/08/2025	
WestStar Corporation	01/08/2025	HUB
White Horse Distribution, LLC	01/08/2025	MBE,SBE,HUB,WBE
Winstead PC	01/08/2025	
WiseCleaning	01/08/2025	MBE
xtremetees embroidery and printing	01/08/2025	
YaLife Media and Marketing (YaLife LLC)	01/08/2025	
YoClaire's Financial Services (YOLANDA CLAIRE DAVIS)	01/08/2025	MBE,SBE,WBE
Young People In Action	01/08/2025	MBE,HUB
Your Business Solutions (Distinguished Network Engenuity, Inc.)	01/08/2025	
Yunex, LLC	01/08/2025	
Z Smart, LLC	01/08/2025	
Zen Insurance Services, LLC	01/08/2025	

Regular Board Meeting **6. G. 3.**

Meeting Date:	April 16, 2025		
Title:	Procurement Services RFP 25/007IA-2 Local Food and Catering Services		
Submitted For:	Edna Johnson, Purchasing	**Submitted By:**	Inga Ash
Recommended Action:	Approve	**HCDE Goal(s):**	1. Impact education/respond to evolving needs 2. Deliver value responsibly
Additional Resource Personnel:	Dr. Jesus Amezcua, Dr. Edna Johnson and Inga Ash	**Facilities/Technology Approval Needed?:**	None

Information

Posted Agenda Item:

Consider approval of Contract Award for Job No. 25/007IA-2 for Local Food and Catering Services, for the period of 05/01/2025 through 04/30/2030 to the proposers offering the best value to HCDE and meeting the specifications outlined in the proposal: Chef MD Catering, LLC; HERB'N SWIGG, LLC; Southern Ice Cream; and Supreme Works Incorported.

Subject:

Local Food and Catering Services for Harris County Department of Education

Rationale:

The process enacted was a Request for Proposals (RFP) to acquire proposals from vendors to provide local food and catering services to HCDE. A total of three hundred twenty (320) invitations were extended for proposals. Four (4) responses were received from vendors. Each response was reviewed for compliance with the requirements of the RFP, evaluated, and scored. Four (4) vendors offering the best value to HCDE was recommended for award.

The contract period shall be for a term of five (5) years from 05/01/2025 through 04/30/2030 to the vendor stated above in Posted Agenda Item; subject to annual appropriations of funding. Contracts are in accordance with Texas Education Code 44.031.

Fiscal Impact

Attachments

EC Form
Board Recommendation
Eval Summary
Supplier Participation Detail

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Inga Ash	03/31/2025 11:11 AM
Purchasing Director	Inga Ash	03/31/2025 11:46 AM
Purchasing (Originator)	Inga Ash	03/31/2025 11:49 AM
Purchasing Director	Inga Ash	03/31/2025 11:55 AM
Purchasing (Originator)	Inga Ash	03/31/2025 11:56 AM
Purchasing Director	Edna Johnson	03/31/2025 11:59 AM

Assistant Superintendent - Business	Jesus Amezcua	04/02/2025 06:11 PM
Form Started By: Inga Ash		Started On: 03/24/2025 04:16 PM
Final Approval Date: 04/02/2025		

Harris County Department of Education
Business Office /Purchasing Division
EC Form
Effectiveness and Compliance Review

[This form is used to document due diligence by Buyer]

To: Purchasing Audit File and Jesus J. Amezcua, Ph.D., CPA, Assistant Supt. for Business

From: Inga Ash – Purchasing Coordinator

Job- Bid or RFP# and Name: 25/007IA-2 – Local Food and Catering Services

Board Meeting Date: April 16, 2025

Date: March 26, 2025

Procurement Requirements Applicable:

Check One

_____ Under $2,500 (Requires Division Director and Asst Supt. Approval)
_____ From $2,500 to $49,999 (Requires Buyer, Purchasing Director/CFO Approval)
__X__ Over $50,000 (per CH Local)
_____ Cooperative Programs (Requires Board Approval)

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

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

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

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

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

(Note: This form is required of all jobs (bids and RFPs) prepared by HCDE Purchasing Division)

Harris County Department of Education
Business Office /Purchasing Division
Job (Bid-Proposal) Recommendation Form
Program Review

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

To: **Purchasing Division**

From: **Recommendation Committee**

Jesselyn Arceneaux
Deisy Rubio
Monique Smith
Tameisha Davenport

Job (Bid or RFQ#) and Name: 25/007IA-2 Local Food and Catering Services

Board Meeting Date: April 16, 2025

Date: March 26, 2025

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)
__X__ Over $50,000 (Requires Board Approval)

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

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

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

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

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

(Note: This form is required of all jobs (bids and RFPs) prepared by the Purchasing Division)

Justification:

Job no. 25/0071A-2

This RFP was advertised to acquire Local Food and Catering Services

Invitations to propose were sent to 320 vendors. HCDE received 4 responses, and 4 vendors are being recommended for an award.

The following vendors are being recommended for an award beginning May 1, 2025:

- Chef MD Catering, LLC
- HERB'N SWIGG, LLC
- Southern Ice Cream
- Supreme Works Incorported

Evaluation Summary - 25/007IA-2 Local Food and Catering Services	Weighted Valued	Chef MD Catering, LLC	HERB'N SWIGG (HERB'N SWIGG, LLC)	Southern Ice Cream	Supreme Works Incorporated
Price	25	24.00	21.00	22.00	22.00
Reputation of Vendor and Vendor's goods and/or services (Responses to references should be considered)	20	15.00	10.00	20.00	10.00
Quality of vendor's goods and service	25	23.75	22.50	24.25	23.50
Extent to which the goods and/or services meet HCDE needs	25	25.00	22.50	24.25	23.50
Vendor's past relationship with HCDE	5	0.00	0.00	5.00	0.00
Impact on the ability of HCDE to comply with laws and rules relating to HUBs	0	0.00	0.00	0.00	0.00
Total long-term cost to HCDE to acquire Vendor's goods and/or services	0	0.00	0.00	0.00	0.00
For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Consultant or the Consultant's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state	0	0.00	0.00	0.00	0.00
Other (Previous Work with Governmental Agency)	0	0.00	0.00	0.00	0.00
Total	**100**	87.75	76.00	95.50	79.00
		Award	**Award**	**Award**	**Award**

Supplier Participation

25/007IA-2

Local Food and Catering Services

Issue Date: 1/9/2025
Questions Deadline: 2/25/2025 12:00 PM (CT)
Response Deadline: 3/4/2025 02:00 PM (CT)

HCDE Internal Purchasing

Contact Information

Contact: Inga Ash
Address: Procurement Services
6300 Irvington Blvd
Houston, Texas 77022, TX 77022
Email: iash@hcde-texas.org

Participation Summary

Supplier	Email Status	Response Status
23 THRU ME LLC (23 THRU ME)		No Response
365 Paving & Construction LLC		No Response
A Better Day Foundation, LLC (A Better Day Foundation, LLC)		No Response
A La Chateau Center INC.		No Response
A6 Scientific Corp.		No Response
AAA Painting		No Response
Abby's Catering (Amber Green Corporation)		No Response
Abe's Cajun Market		No Response
ABM Education Services, LLC (US)		Viewed
Above The Sky Home Daycare LLC		No Response
Abuso Catering Co.		No Response
Academy of Accelerated Learning (Academy of Accelerated Learning Inc.)		No Response

Active Minds Academy	No Response
Acute Catering and Events	No Response
Adrian's Mexican Street Food (TYTA Westgreen LLC)	No Response
Advance Sales	No Response
Advance Sales & Marketing	No Response
After School Crib (After School Crib)	No Response
Aknew Approach, Inc.	No Response
All Security Equipment (Hibiscus Road Capital LLC)	No Bid
All Thing’s Gourmet	No Response
American Pride Paper and Plastic (American Pride Paper and Plastic)	No Response
Anchoring Hopes (Anchoring Hopes Wellness Recovery Institute LLC)	No Response
AR Unlimited Supply	No Response
ARAMARK Educational Services, LLC	No Response
Armor Gear	No Response
Association for the Advancement of Mexican Americans	No Response
Athletes Global Corporation	No Response
Awesome Events (Oliver Meili)	No Response
BBeauti AndLashes LLC	No Response
BBH Life Care (BBH Consultants)	Unsubmitted
Be A Bridge Foundation	No Response
Bearing Fruit Early Childhood Training (Bearing Fruit Early Childhood Trainin g)	No Response
Beauty & the Bistro Catering (Beauty & the Bistro Catering)	No Response
Ben E Keith Foods (Ben E Keith Company)	Viewed
BenCheri Educational Center	No Response
Berk Enterprises	No Response
Bets Construction and Cleaning LLC	No Response
Boot Texan Kitchen	Unsubmitted
Boudreaux's Cajun Kitchen	No Response
BRAUN BEEF CO. INC	No Response
Bravery-Persistence-Fortitude LLC	No Response
Briar Patch	No Response
Bricks Foundation	No Response

BRIGHTER FUTURE, INC.	No Response
Brothers Food Service	No Response
Bsgg youth program - stop the violence (Salon 180 angels inc)	Unsubmitted
BUDGET RESTAURANT SUPPLY (TAI HING CORPORATION)	No Response
Burry Foods	No Response
Cajun Smoke Creole Soul LLC	Viewed
Caldarella's Restaurant Supply (Caldarella's Inc)	No Response
casarez restaurant	No Response
Catering by George, Inc	No Response
Center for Urban Transformation (Center for Urban Transformation)	No Response
Charlie's Catering Company	No Response
Chef B Services (Boycott Ranch Dressing, LLC)	No Response
Chef MD Catering, LLC	Submitted
Chef's Corner Foods (Omnibus Trading Corp)	No Response
Chick-fil-A of Lake Houston and Humble (Matthew Michaels)	No Response
Child Care Associates	No Response
Children Like Loni (Children Like Loni Organization)	Viewed
ChipMonk Baking (ChipMonk Inc.)	No Response
Cibus Brokerage	No Response
Clearbrook Farms Inc	Unsubmitted
Club Busy Bee (Jamsteld West, Inc)	Viewed
Cobal Food Services, LLC	No Response
Coleman Catering Htx	Viewed
Coleman Worldwide Moving	No Bid
Comida Vida, Inc.	No Response
Corporate Caterers North Houston (MP Catering)	No Response
Cotton Culinary	No Response
Critical Mass Connection	No Response
Crystalo enterprises inc	No Response
CTE Services LLC	Viewed
D&W FINE PACK LLC	No Response
DB Delectables	No Response

Dem Dang Doggs, LLC		No Response
DGR United		No Response
Diamond Crystal Brands, Inc.		No Response
Diwa Kitchen Co (Diwa Catering LLC)		No Response
Doing Our Part		No Response
Domino's Pizza (Domino's Pizza)		No Response
Dominos, LLC		No Response
Dr. Mary E. White International, LLC		No Bid
Dunn's Logistics Inc		No Response
East Pointe Holdings, Inc.		No Response
Efficient Consultants		No Response
Elite Boys & Girls Club		No Response
Elite Coffee Cafe (Suite Developments LLC)	Fail	No Response
Equipment Preference Inc. (EPI Kitchen)		No Response
Erva Bonita Inc.		No Response
Eskimo Hut (CableTow Logistics, LLC)		No Response
Event Catering Houston, LLC		No Response
Everyone-COUNTS		No Response
Excel Beyond Circumstances (Meredith James)		No Response
Exclusive Catering of Houston		No Response
EXPEDITED BROKERAGE SERVICES		No Response
Fairfield Response Group LLC		Unsubmitted
FAMILY FELLOWSHIP COMMUNITY BAPTIST CHURCH (FAMILY FELLO WSHIP COMMUNITY BAPTIST CHURCH)		No Response
Fat Cat Bakery		No Response
FDL Catering		No Response
Fidis Logistics, LLC		No Response
Fidler Marketing (Fidler Marketing)		No Response
Floral Park Consulting LLC		Viewed
Food Distributors of NV INC. DBA Smart Foods 4 Schools		No Response
Food traders LLC		No Response
Foodservice Design Professionals (Millunzi & Associates)		No Response
FoodService Sustainability Solutions		No Response

Franklin Southern Maid Donuts	No Response
Freebirds World Burrito (Tavistock Freebirds, LLC)	No Response
French Press Cafe (Majestic Enterprises & Investments)	No Response
Fresh Provisions, Inc.	No Response
Fresh Start Developmental Learning and Fine Art Center	No Response
Fuddruckers (Luby‘s Fuddruckers restraunts Inc)	No Response
Fuel Up For Life Foundation Inc	Viewed
Gazelle Capital, LLC	No Response
GDK Go Inc. DBA Dominos Pizza	No Response
Glazier Foods Company	No Response
Global Food Solutions	No Response
GOD FEARING POWER HOUSE (POWER ROCK COMMUNITY CENTR)	No Response
Grand Imaging Studios (Grand Imaging LLC)	Viewed
Great Western Dining Service, Inc.	No Response
Greenspring Construction Services	No Response
GSM Uplift	No Response
Harris School Solution	No Response
Harvest Hill.	No Response
HCONE International IMPEX Inc (Enoch Kabutey)	No Response
Healthy Generation Vending, LLC	No Response
Healthy Lunch Box	No Response
Heart Nation Inc	No Response
Heavenly Choices	No Response
Helfman Ford (Helfman Ford)	No Response
HELPING HANDS FITNESS AND NUTRITION	No Response
HERB'N SWIGG (HERB'N SWIGG, LLC)	Submitted
HeyTutor, Inc. (HeyTutor, Inc.)	No Response
Hickory Hollow Restaurant (Bayou BBQ Inc.)	No Response
HIGH LINER FOODS	No Response
Hill Country Dairies, Inc.	No Response
Houston Cafe Inc (Dreux Antoine Restaurant Group)	No Response
Houston Catering Concepts (Voss Catering Inc.)	No Response

Houston Katz's LLP		No Response
Houston Marriott Westchase (Houston Marriott Westchase)		Viewed
Houston Urban Debate League		No Response
HPC Foodservice (Hartford Provision Company)		No Response
HRR Wholesalers LLC		No Response
Hubert Company		No Response
Hungry's Cafe & Bistro		No Response
Hushura World Karate (Hushura World Karate)		Viewed
Ice Cream Specialties (Z.I. Rose Inc.)		No Response
iCook After School		No Response
Imagen Venues (Imagen Venues)		No Bid
India House		No Response
Innoseal Systems, Inc.		No Response
Its Thyme 4a Change (Its Thyme 4a Change)	Fail	No Response
Jason's Deli (Deli Management)		No Response
Jits to Gents		No Response
Jones-Neitzel Co		No Response
Jonny Pops, LLC		No Response
jp ice cream (ja-en enterprises)		No Response
Kalpra Tech Solutions LLC		No Response
KANKO (Floyd's Chores & Odd Jobs)		No Response
Karlsburger		No Response
Kendrick Skipper dba Chick-fil-A at Magnolia		No Response
KESHUV CORP LLC		Unsubmitted
KEYIMPACT SALES & SYSTEMS		No Response
KeyImpact Sales & Systems, Inc.		No Response
Kids' Powerhouse		No Response
Kidz Knect Resource Center		No Response
Kingdom Kidz Academy & Family Resource Center		No Response
Kingway Community Inc		No Response
Kirby Supply (Kirby Supply)		No Response
Klement Distribution, Inc.		No Response

Kojak's Cafe		No Response
KQ GLOBAL TRANSPORTATION LLC (KQ TRUCKING LLC)		No Response
La Lueur Health & Wellness (Lumin Diagnostic Services, LLC)		No Response
la Madeleine (HZ LM Casual Foods)		No Response
Lagniappe Dining Services (Mr. C‘s Custom Deli and Bistro)		No Response
Lakeland Dallas (LMI Enterprises LLC)		No Response
Lakeland Marketing		No Response
Land of the Chosen		Viewed
Latin Specialties LLC	Fail	No Response
Launch Point CDC, Inc.		No Response
Lazo Food Brokerage (Vanessa Lazo)	Fail	No Response
Learnskilz Consultants LLC (N/A)		No Response
Lee Lee's Catering cooking with love LLC (Lee Lee's Catering cooking with love LLC)	Fail	No Response
Liberty Office Products (Liberty Data Products, Inc)		Viewed
Little Ones Daycare (Little Ones Daycare)		No Response
Lone Star Coffee LLC		No Response
Lott Marketing	Fail	No Response
Luna's Kitchen LLC		No Response
MAC Pizza Management - Domino's Pizza (MAC Pizza Management, Inc.)		No Response
Mainfreight (Mainfreight)		No Response
Maks Snak Shak, LLC		Viewed
Mark Mills		No Response
MARY LOUS TWIRLERS & DRILL TREAM (TERRY LYNN DAVIS)		No Response
MCS Logistics,Inc.		No Response
Meagan Copelin Global Management Consultants		No Response
Melange Catering (Melange Fine Cuisine, Inc.)		No Response
MenuLogic K12 (Foodworks Technologies)		No Response
Merch CLub (Merch Club, LLC)		Viewed
Milano's Pizza (Milestone Lifestyle Fitness, LLC)		No Response
Mission Foods (Gruma Corporation)		No Response
Mission Squash		No Response
Mombasa Street EATS (Medyz Swahili Cuisine Inc)		No Response

Momentum Global Solutions, LLC		No Response
Monocoque Diversified Interest		No Response
MoonLyte Treats LLC		No Response
Mr. C's Custom Deli and Catering		No Response
Mufasa's Pride Rites of Passage		No Response
Multi Foods, LLC (Bento Foods)	Fail	No Response
Mustang Custom Foods LLC		No Response
MyECOPlanet, LLC		No Response
National Food Group, Inc		No Response
NC Industrial Labor & Cable Contractors (Springing Stars, Llc)		No Response
Nicho Produce Co., Inc.		No Response
Norvik Int Inc dba Bon Jour Catering		No Response
notables (notables)		No Response
Nuksy's Fine Catering LLC		No Response
ODP Business Solutions		No Response
Off My Plate Food Program Consultants (Hope Jones Enterprises, LLC)		No Response
OmniPre Connect LLC		No Response
One More Round Inc		No Response
Open Hearts Home Respite Care (OpenHearts Hearts Family Services)		Viewed
Operations Contracting Agency LLC		No Response
Oscar's Creamery & Catering (Inwood Associations LLC)	Fail	No Response
Oswalt Restaurant Supply (Oswalt Restaurant Supply)		No Response
Otis Spunkmeyer LLC		No Response
Paige Management (Paige Management)		Viewed
Panera Bread		No Response
Panera Bread Company		No Response
Papa John's (GFPM LLC)		No Response
Papa John's Pizza (Houston Pizza Venture, LP)		No Response
PAPA JOHN'S PIZZA (MANS FOOD GROUP)		No Response
PAPA JOHN'S PIZZA (ZKS VENTURES INC)		No Response
Papa John's PIzza (ZTF ENTERPRISE, INC.)		No Response
Papa Murphy's Pizza (Limmrick Pizza Works Memorial, LLC)		No Response

Party Pls LLC		Viewed
Payton's Blend (Payton‘s Blend LLC)		No Response
PCMC BUSINESS SERVICES (PC MAC COMPUTERS LLC)		No Response
Pepe's Goodies (NAPOCA-EUROCATERING, LLC)		No Response
PepsiCo		No Response
PepsiCo Foodservice		No Response
Perfect Parfait Holdings LLC		No Response
PHD Resources & Taxes		No Response
Phil-Paul Tax Services (Phil-Paul Tax Services)	Fail	No Response
Pizza Hut #029877 (Cut-N-Shoot PH, Inc.)		No Response
Pizza Hut #035603 (Grangerland PH, Inc.)		No Response
Pizza Hut #036503 (K and 4C's, LLC)		No Response
Potbelly Sandwich Works, LLC		No Response
Precinct2gether, Inc.		No Response
Preferred Packaging Sales & Service (Sycamore Sales Inc.)		No Response
Preschool Express Learning Academy		No Response
Prime Central Store (Waretrack, Inc.)		No Response
Prodigy Community Development		No Response
Prolific Success Events & Consulting, LLC		Viewed
Prolocks LLC		Viewed
Prosperity Community Outreach		No Response
Purposed Pressure Inc.		No Response
PWXpress (PWXpress)		Viewed
Quillian Center (Quillian Memorial Center)		No Response
Raising Cane's		No Response
Ramos & Harrison		No Response
Rapid Supplies International Corporation		No Response
Rapids Wholesale (Dascoa)		No Response
Redfin Construction Services LLC		Viewed
Redfish Seafood Grill		No Response
Relax Audio Visual LLC		Unsubmitted
Revolution Foods, Inc.		No Response

REXCO FOODS LLC		No Response
Rhema Word of Life Church		No Response
Rich Products Corporation		No Response
Rio Hondo ISD (Rio Hondo Independent District)		No Response
Rising Star Academy		No Response
Rooted Futures, LLC		Viewed
Royal Eagle Contracting		No Response
RT Solutuions Group		No Response
Ruiz Food Products, Inc.		No Response
Russo's NY Pizzeria (Russo's Westheimer)		No Response
S&F Foods Inc. (S&F Foods Inc.)		No Response
S.R. Rosati Inc.		No Response
Salata (Salata Holding Company, LLC)		No Response
Sami's (Sami's)		No Response
Savory Life, LLC (Savory Life, LLC)		No Response
School Choices		No Response
SCHREIBER FOODS INTERNATIONAL		No Response
SERVPRO of North and East Central Houston		Viewed
SimplyMeats Traceable Distribution		No Response
SKILLASTICS (SANDY SPIN SLADE INC)		No Response
Smart Scholars Foundation		No Response
SnacKit (William Cole Distribution)	Fail	No Response
Sodexo Services of Texas Limited Partnership		No Response
Southern Dynamic Resources		No Response
Southern Ice Cream		Submitted
Southwest Foodservice Excellence		No Response
Speedy Burger, LLC	Fail	No Response
Spoonful of Love		Viewed
Spur Employment, Inc. (Spur Employment, Inc.)		No Response
STEM Urban Perspective (Science, Technology, Engineering with an Urban Perspective)	Fail	No Response
Step In Clinics		No Response
Sterling First Aid CPR		No Response

Successful Starters Learning Academy II		No Response
Summer Camp (After School)		No Response
Summer Raine's Cafe & Catering		No Response
Super Bakery		No Response
Supreme Works Incorporated		Submitted
Swan Solutions (Swan Solutions LLC)		Viewed
Sweet Dreams Gourmet/ Sugar Bunch Creations (S.D.Candy Co, Inc)		No Response
Synergy-Enterprises		No Response
Sysco Central Texas		No Response
Taking Kidz Places		No Response
Teach Me to Breathe (Mitzi Henderson)		No Response
Techno Med Solutions (Techno Med Solutions)		Viewed
Teeter Totter Village		No Response
Texas Association of African American Chambers of Commerce (TAAACC)		No Response
The Amazing Chickpea (Healthy America, LLC)		No Response
The Anderson Center for the Arts (The Anderson Center for the Arts)		No Response
The Brenmar Company		Viewed
The City of Deliverance Life Center		No Response
The Core Group		No Response
The Flying Biscuit Cafe		No Response
The French Corner (Haddad Interests Inc)		No Response
The Healthy School Food Collaborative		No Response
The Heart of God Restoration Ministry		No Response
The Paper Plate,Inc	Fail	No Response
The School Group		No Response
Tiffs Treats Cookies		No Response
Tony's Barbecue & Steak House		No Response
Topp Office Supply (Pat & Paul And Associates, Inc.)		No Response
Truitt Family Foods		No Response
TutorsRus.org (Available Group LLC)		No Response
Twinkle Wonders School of Learning		No Response
Tyson Prepared Foods, Inc.		Unsubmitted

U. S. WHOLESALE PRODUCTS	No Response
Uberrito, Monterey's Little Mexico. Casa Ole (Mexican Restaurants, Inc.)	No Response
Unibroid (BH Imprints)	Viewed
UNIFRESH, INC	No Response
Uptown Catering	No Response
Valley Services, Inc.	No Response
Vantage Elite Logistics	No Response
Velocity Partners Group	No Response
Vessel Support Services (Vessel Support Services)	No Response
Violet Odak	No Response
Visual Arts Productions	No Response
Walnut Creek Farms Texas (Chaz Inc)	No Response
We Dah Best Snow Cones LLC	Viewed
Werk U Out training	No Response
Wesley Community Center (Wesley Community Center Inc. of Houston, Texas)	Viewed
WNA Atrium Packaging	No Response
X & T Enterprise Company	Unsubmitted
Young And Gifted Learning Center	No Response
Young People In Action	No Response
Young Women's Preparatory Network	No Response

External Invitation Summary

Invite Email	Auto Approve	Invitation Date	Email Status	Status	Status Date
chefphillcatering@gmail.com	No	1/23/2025		Invitation Sent	1/23/2025
orders@uptowncateringhouston.com	No	1/23/2025		Approved	1/24/2025

Participant Detail

23 THRU ME LLC (23 THRU ME)

Address: PO Box 91547
967 Ellington Street
Houston, TX 77291
(832) 782-2607

Response Status: No Response
Invitiation Date: 1/9/2025
Invitiation Emails: laquedadavis@gmail.com

Regular Board Meeting			**6. G. 4.**
Meeting Date:	April 16, 2025		
Title:	Whitleypenn Audit Services		
Submitted For:	Jesus Amezcua, Business Office	**Submitted By:**	Julia Watts
Recommended Action:	Approve	**HCDE Goal(s):**	2. Deliver value responsibly 4. Provide cost savings by leveraging tax dollars
Additional Resource Personnel:	Dr. Jesus Amezcua, Marcia Leiva	**Facilities/Technology Approval Needed?:**	

Information

Posted Agenda Item:

Consider approval of audit services engagement with Whitley Penn (Job No. 21/028YR) for fiscal year ending 08/31/2025, for an estimated amount of $59,700. Per Texas Education Agency requirements, an annual independent audit must be conducted.

Subject:

Auditing Services/Annual Independent Audit per TEA requirements

Rationale:

Whitley Penn will conduct an audit of the financial statements of the governmental activities, business type activities, each major fund, and the aggregate remaining fund information of Harris County Department of Education for an estimated fee of $59,700.

Fiscal Impact

Attachments

Engagement Letter

Form Review

Inbox	Reviewed By	Date
Purchasing	Deisy Rubio	03/24/2025 04:18 PM
Purchasing Director	Edna Johnson	03/24/2025 04:54 PM
Assistant Superintendent - Business	Jesus Amezcua	04/02/2025 06:10 PM
Assistant Superintendent - Business	Jesus Amezcua	04/02/2025 06:16 PM
Form Started By: Julia Watts		Started On: 02/03/2025 08:48 AM
Final Approval Date: 04/02/2025		

whitleypenn

Houston Office
3737 Buffalo Speedway
Suite 1600
Houston, Texas 77098
713.621.1515 Main

whitleypenn.com

February 7, 2025

To the Board of Trustees and Management
Harris County Department of Education

You have requested that we audit the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of Harris County Department of Education (the "Department"), as of August 31, 2025 and for the year then ended, and the related notes to the financial statements, which collectively comprise the Department's basic financial statements, as listed in the table of contents.

In addition, we will audit the Department's compliance over major federal award programs for the year ended August 31, 2025. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion, Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSL The following RSI is required by accounting principles generally accepted in the United States of America, This RSI will be subjected to certain limited procedures but will not be audited:

1) Management's Discussion and Analysis,
2) General Fund Budgetary Comparison Schedule,
3) Pension Information, and
4) Other Post-employment Benefits Information,

Supplementary information other than RSI will accompany the Department's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1) Combining Fund Financial Statements;
2) Delinquent Property Tax Schedule
3) Schedule of Expenditures of Federal Awards

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

1) Introductory Section and
2) Statistical Section

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Auditor Responsibilities

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Department's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective, and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the Department's basic financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the Department’s major federal program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the Department's major federal programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For the design, implementation, and maintenance of internal control over federal awards;
7. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant vendor/contractor relationships where the vendor/contractor is responsible for program compliance;

15. To provide us with:
    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
    b. Additional information that we may request from management for the purpose of the audit; and
    c. Unrestricted access to persons within the Department from whom we determine it necessary to obtain audit evidence.
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

Nonattest services will include assistance with the preparation of financial statements, including government-wide journal entries and note disclosures, assistance with the preparation of the schedule of expenditures of federal award (SEFA) and related notes, and assistance with the preparation of the data collection form and its submission to the Federal Audit Clearinghouse. We will not assume management responsibilities on behalf of the Department. However, we will provide advice and recommendations to assist management of the Department in performing it0s responsibilities.

The Department's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. We will perform the services in accordance with applicable professional standards, including *Government Auditing Standards.*

Our responsibilities and limitations of the nonattest services are described below:

The nonattest services are limited to the services we described above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise the Department regarding these nonattest services, but the Department must make all decisions with regard to those matters.

Fees and Timing

The timing of our audit will be scheduled for performance and completion as follows:

Document internal control and preliminary tests	June 2025
Inventory observation (for material balances)	August 31, 2025 or agreed upon date
Perform year-end audit procedures	October 2025/November 2025
Issue audit reports	January 2026

We anticipate meeting these deadlines barring any delays.

Celina Cereceres, CPA is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Whitley Penn, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for the audit services will be based on the amount of time required and the difficulty of the work involved which we estimate to be $59,700. This fee includes three (3) federal major programs. Each additional federal major program will be $5,000. The fee estimate for the audit is based on anticipated cooperation from the Department's personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation and payment is due in Tarrant County. You agree to pay reasonable attorney fees and collection costs incurred relating to collection of fees for services performed under the terms of this engagement. In accordance with Whitley Penn, LLP policy, work may be suspended if your account becomes 30 days or more past due and will not resume until your account is paid in full. In addition, invoices not paid in full by the last day of the month will be assessed interest at a rate of one percent per month. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been complete even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. Our final auditors' report will be released upon final payment of any outstanding invoices.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We would like to make the following comments regarding the fee estimates:

1. Our fee estimates have not considered the effects of any changes to auditing standards and accounting principles, which may be promulgated by the AICPA, Congress, or any other regulatory body in the future and are unknown to us at this time. If significant additional time is necessary resulting in increased fees, we will endeavor to notify you of any such circumstances as they are assessed.

2. Our fee estimates are based on the assumption that we will be able to obtain internal control reports from the Department's payroll service provider (where necessary), more commonly referred to as a SOC 1 Report and that we will be able to place reliance on these reports for internal control purposes in conjunction with the internal controls present in the administration of the Department. Any weaknesses noted in the internal control may affect the nature, timing, and extent of our procedures and accordingly our fees will be adjusted to reflect such changes.

3. The Department's personnel are responsible for the preparation of all items requested in the Prepared by Client ("PBC") listing and received by the date requested. Any delays caused by not preparing the items when requested may result in additional fees, as well as the possibility of postponing our fieldwork. The PBC listing will be provided to you during the planning process of the engagement.

4. Time incurred for audit adjustments identified during our audit and the related additional testing required has not been considered in our fee estimates. Prior to performing any additional testing, we will notify you of the exceptions and obtain approval for any additional fees which may be incurred.

5. Our fee estimates are based on all general ledger sub ledgers being reconciled to the general ledger balance and any adjustment necessary should be recorded to the general ledger prior to our fieldwork start date.

6. The scheduling of our professional staff requires complex models to balance the needs of our clients and the utilization of our people. Last minute client requested scheduling changes result in costly downtime due to our inability to make alternate arrangements for our professional staff. If after scheduling our work, you do not provide proper notice, which we consider to be one week, of your inability to meet the agreed-upon date(s) for any reason, or do not provide us with sufficient information required to complete the work in a timely manner, additional billings will be rendered for any downtime of our professional staff.

The scheduling of our professional staff requires complex models to balance the needs of our clients and the utilization of our people. Last minute client requested scheduling changes result in costly downtime due to our inability to make alternate arrangements for our professional staff. If after scheduling our work, you do not provide proper notice, which we consider to be one week, of your inability to meet the agreed-upon date(s) for any reason, or do not provide us with sufficient information required to complete the work in a timely manner, additional billings will be rendered for any downtime of our professional staff.

The ethics of our profession prohibit the rendering of professional services where the fee for such services is contingent, or has the appearance of being contingent, upon the results of such services. Accordingly, it is important that our bills be paid promptly when received. If a situation arises in which it may appear that our independence would be questioned because of significant unpaid bills, we may be prohibited from issuing our auditors' report.

In the unlikely event that differences concerning our services or fees should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expense of both parties, the Department and Whitley Penn, LLP agree not to demand a trial by jury in any action, proceeding or counterclaim arising out of or relating to our services and fees for this engagement. Any controversy, dispute, or questions arising out of or in connection with this agreement or our engagement shall be determined by arbitration conducted in accordance with the rules of the American Arbitration Association, and any decision rendered by the American Arbitration Association shall be binding on both parties to this agreement. The costs of any arbitration shall be borne equally by the parties. Any and all claims in arbitration relating to or arising out of this contract/agreement shall be governed by the laws of the State of Texas and to the extent any issue regarding the arbitration is submitted to a court, including the appointment of arbitrators or confirmation of an award, the Department courts in Harris County shall have exclusive jurisdiction. Any action arising out of this agreement, or the services provided shall be initiated within two years of the service provided.

This letter replaces and supersedes any previous proposals, correspondence and understanding, whether written or oral. The agreements contained in this engagement letter shall survive the completion or termination of this engagement. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

To ensure that Whitley Penn, LLP's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

In the course of our services, our firm may transmit confidential information that you provided us to third parties in order to facilitate our services. As applicable, we require confidentiality agreements with all our service providers to maintain the confidentiality of your information and additionally the firm will take reasonable precautions to determine that our service providers have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain ultimately responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

In the event we are required by government regulation, required by subpoena or other legal process to produce information or our personnel for interviews or depositions in relation to a matter involving the Department, the Department will, so long as we are not a party or the focus of the proceeding or inquiry in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Whitley Penn LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to your pass-through regulatory entity and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision Whitley Penn, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

The Department may wish to include our report on these financial statements in an exempt offering document. The Department agrees that the aforementioned auditor's report, or reference to our Firm, will not be included in such offering document without prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement letter. For exempt offerings for which we are not involved, you will clearly indicate that we were not involved with the contents of such offering document and a disclosure as shown below will be included in the exempt offering:

> "Whitley Penn, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein any procedures on the financial statements addressed in that report. Whitley Penn also has not performed any procedures relating to this offering document."

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of 7 years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Board of Trustees the following significant findings from the audit:

- Our view about the qualitative aspects of the Department's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements' compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Whitley Penn LLP

Houston, Texas

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Harris County Department of Education by:

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____



CliftonLarsonAllen LLP
CLAconnect.com

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Partners of Whitley Penn LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Whitley Penn LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards* (including compliance audits under the Single Audit Act), audits of employee benefit plans, audits performed under the Federal Deposit Insurance Corporation Improvement Act (FDICIA), and an examination of a service organization (SOC 1 engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

A member of Nexia International

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Whitley Penn LLP
Page 2

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Whitley Penn LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Whitley Penn LLP has received a peer review rating of *pass*.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Phoenix, Arizona
October 6, 2021

As of February 7, 2025, our peer review firm informed us that the Report Acceptance Body has approved our report for the year ended April 30, 2024 and is pending release by the AICPA. We will provide you a copy of the issued peer review report as soon as it becomes available.

Regular Board Meeting **6. G. 5.**

Meeting Date: April 16, 2025

Title: Addendum to FY 24-25 Investment Resolution

Submitted For: Jesus Amezcua, Business Office **Submitted By:** Jessica Bermea

Additional Resource Personnel:

Information

Posted Agenda Item:

Consider approval to add MBS Securities to list of approved investment brokers in accordance with the Public Funds investment Act.

Subject:

Investment Resolution; Broker Dealers; Approved Trainers

Rationale:

The Public Funds Investment Act requires the annual review and approval of the Harris County Department of Education investment policy and adoption of a resolution. In accordance with the Public Funds Investment Act, Texas Government Code 2256.005(k), the Board of Trustees must review and adopt a list of qualified brokers and dealers on an annual basis. HCDE policy allows all brokers and dealers offering to engage in investment transactions with the Department to be included on the list provided they complete and return a Broker/Dealer Certification form.

Consider approval of the revised list of FY25 Broker Dealers:

1. Multi-Bank Securities, Inc. (MBS)
2. Federated Investors, Inc. (Tex Pool)
3. Hilltop Securities, Inc.(TexSTAR)
4. First Public, LLC (LoneStar)
5. JP Morgan Chase
6. Public trust Advisors, LLC - Texas CLASS
7. BOK Financial – Bank of Texas
8. Cantor Fitzgerald & Co
9. FTN Financial
10. Mizuno SC
11. Water Walker Investments

In accordance with the Public Funds Investment Act, the board must approve organizations to secure acceptable training in compliance with Chapter 2256:

1. Government Treasurer’s Organization of Texas (GTOT)
2. Governments Finance Officer Association of the United States and Canada (GFOA)
3. Association of School Business Officials (ASBO)
4. Harris County Department of Education School Finance Council (HCDE-SFC)
5. Region IX Education Service Center

Attachments

Institutional Certificate
Account Opening Process
Confirm
eConnect Direct User Agreement
fact sheet
fw9 2024
New Cash Account Application
PershingSafety Assets
Pershing 4Q14
Resolution Dec 2024
texasreferences

Form Review

Inbox	Reviewed By	Date
Assistant Superintendent - Business	Jesus Amezcua	04/02/2025 06:11 PM
Purchasing		
Purchasing Director		
Assistant Superintendent - Business		
Form Started By: Jessica Bermea		Started On: 03/27/2025 03:33 PM

MBS MULTI-BANK SECURITIES, INC.®

INSTITUTIONAL SUITABILITY CERTIFICATE
FINRA RULE 2111

AFFIRMATIVE INDICATION BY INSTITUTION – EXERCISING INDEPENDENT JUDGMENT

In connection with any recommended transaction or investment strategy by a registered broker-dealer, the undersigned acknowledges on behalf of the Institution named below that:

1. It is an "Institutional Account" as defined in FINRA Rule 4512(c);

   PLEASE CHECK THE APPROPRIATE BOX BELOW

   ☐ (1) A credit union with total assets of $50 million or more (or any other entity with total assets in excess of $50 million). If a credit union (or any other entity) has total assets LESS THAN $50 million, check Box 4 and provide your most recent Investment Policy;

   ☐ (2) A bank, savings and loan association, insurance company or registered investment company;

   ☐ (3) An investment adviser registered either with the SEC under Section 203 of the Investment Advisers Act or with a state securities commission (or any agency or office performing like functions);

   ☐ (4) MBS will determine suitability (Please provide your most recent Investment Policy).

2. It (1) is capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities; and (2) will exercise independent judgment in evaluating the recommendations of any broker-dealer or its associated persons, unless it has otherwise notified the broker-dealer in writing;
3. MBS will be notified by the Institutional Account if anything in this Certificate ceases to be true;
4. He or she is authorized to sign on behalf of the Institutional Account named below.

By signing this Certificate, the undersigned affirms that the above statements are accurate but does not waive any rights afforded under U.S. federal or state securities laws, including without limitation, any rights under Section 10(b) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated there under.

This Certificate shall apply with respect to all recommended transactions and investment strategies involving securities that are entered into by the Institutional Account named in this Certificate, whether for the account(s) of such Institutional Account or for the account of any beneficial owner that has delegated decision making authority to such Institutional Account.

Institutional Account Name	*Signature of Authorized Signatory*
Address	*Name of Authorized Signatory*
City, State, ZIP	*Title of Authorized Signatory*
U.S. Tax ID/EIN (If applicable)	*Date*
Email Address	*Phone*

Address 1000 Town Center, Suite 2300
Southfield, Michigan 48075
Phone (800) 967-9045
(248) 291-1100
Fax (248) 291-1101
www.mbssecurities.com

2400 East Commercial Boulevard, Suite 812
Ft. Lauderdale, Florida 33308
(800) 967-9045
(954) 351-6930
(954) 351-9197

Member of FINRA & SIPC; MSRB Registered.
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Account Opening Process



New Account Forms

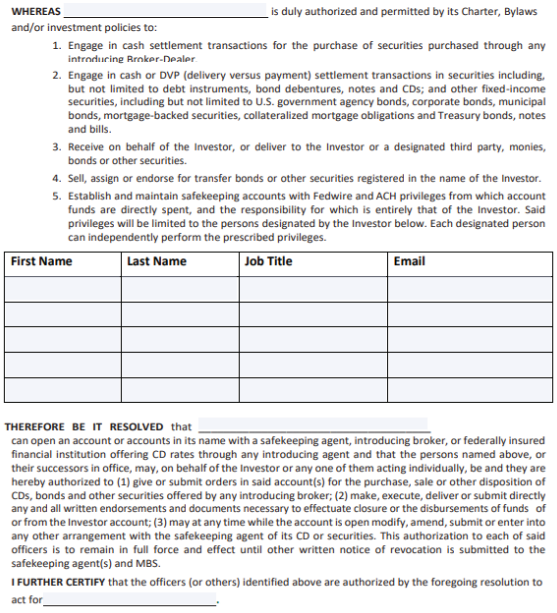
- IRS Form W-9 (2024)
- Institutional Suitability Certificate(FINRA Rule 2111)
- Resolution
- Cash Account Application
- Settlement Instructions
- ACH Authorization Agreement
- Letter of Authorization (LOA)

New Cash Account Documents



- All Account Paperwork needs to be completed prior to account opening
- Documents needed include:
  - W-9, Cash Account Application, Institutional Suitability Certificate, Resolution, ACH/LOA
  - Resolutions can be an original provided by customer as long as it included language relating to securities transactions and money movement
  - Cash Account Applications and Resolutions have been updated in preparation of the docusign rollout
  - Please refer to internal FAQ for any further questions

Updated Resolution



WHEREAS _____ is duly authorized and permitted by its Charter, Bylaws and/or investment policies to:

1. Engage in cash settlement transactions for the purchase of securities purchased through any introducing Broker-Dealer.
2. Engage in cash or DVP (delivery versus payment) settlement transactions in securities including, but not limited to debt instruments, bond debentures, notes and CDs; and other fixed-income securities, including but not limited to U.S. government agency bonds, corporate bonds, municipal bonds, mortgage-backed securities, collateralized mortgage obligations and Treasury bonds, notes and bills.
3. Receive on behalf of the Investor, or deliver to the Investor or a designated third party, monies, bonds or other securities.
4. Sell, assign or endorse for transfer bonds or other securities registered in the name of the Investor.
5. Establish and maintain safekeeping accounts with Fedwire and ACH privileges from which account funds are directly spent, and the responsibility for which is entirely that of the Investor. Said privileges will be limited to the persons designated by the Investor below. Each designated person can independently perform the prescribed privileges.

First Name	Last Name	Job Title	Email

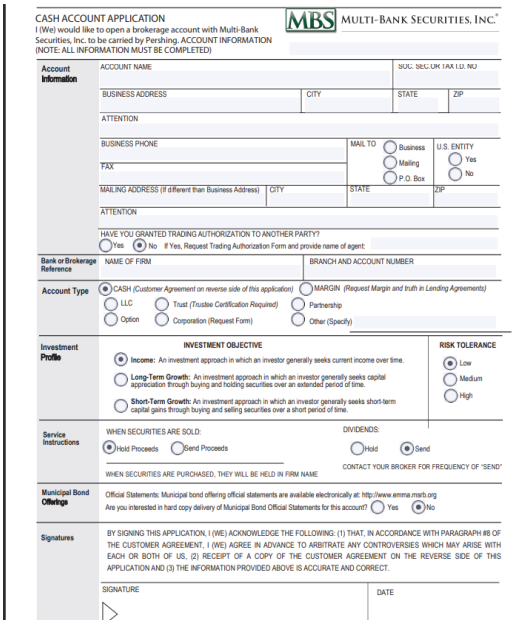
THEREFORE BE IT RESOLVED that _____ can open an account or accounts in its name with a safekeeping agent, introducing broker, or federally insured financial institution offering CD rates through any introducing agent and that the persons named above, or their successors in office, may, on behalf of the Investor or any one of them acting individually, be and they are hereby authorized to (1) give or submit orders in said account(s) for the purchase, sale or other disposition of CDs, bonds and other securities offered by any introducing broker; (2) make, execute, deliver or submit directly any and all written endorsements and documents necessary to effectuate closure or the disbursements of funds of or from the Investor account; (3) may at any time while the account is open modify, amend, submit or enter into any other arrangement with the safekeeping agent of its CD or securities. This authorization to each of said officers is to remain in full force and effect until other written notice of revocation is submitted to the safekeeping agent(s) and MBS.

I FURTHER CERTIFY that the officers (or others) identified above are authorized by the foregoing resolution to act for_____.

* Resolution can be used for Corporate and Non-corporate entities
* Will only require one signature
* Contacts will be created automatically when returned via Docusign

Cash Account Application

* Updated Application removes the taxpayer certification section
* Supervisor will now have to sign cash account application prior to account opening



CASH ACCOUNT APPLICATION

MBS MULTI-BANK SECURITIES, INC.

I (We) would like to open a brokerage account with Multi-Bank Securities, Inc. to be carried by Pershing. ACCOUNT INFORMATION (NOTE: ALL INFORMATION MUST BE COMPLETED)

Account Information

ACCOUNT NAME | SOC. SEC. OR TAX I.D. NO

BUSINESS ADDRESS | CITY | STATE | ZIP

ATTENTION

BUSINESS PHONE | MAIL TO: Business, Mailing, P.O. Box | U.S. ENTITY: Yes, No

FAX

MAILING ADDRESS (If different than Business Address) | CITY | STATE | ZIP

ATTENTION

HAVE YOU GRANTED TRADING AUTHORIZATION TO ANOTHER PARTY? Yes / No — If Yes, Request Trading Authorization Form and provide name of agent:

Bank or Brokerage Reference

NAME OF FIRM | BRANCH AND ACCOUNT NUMBER

Account Type

CASH *(Customer Agreement on reverse side of this application)* | MARGIN *(Request Margin and truth in Lending Agreements)*

LLC | Trust *(Trustee Certification Required)* | Partnership

Option | Corporation (Request Form) | Other (Specify)

Investment Profile

INVESTMENT OBJECTIVE

Income: An investment approach in which an investor generally seeks current income over time.

Long-Term Growth: An investment approach in which an investor generally seeks capital appreciation through buying and holding securities over an extended period of time.

Short-Term Growth: An investment approach in which an investor generally seeks short-term capital gains through buying and selling securities over a short period of time.

RISK TOLERANCE: Low, Medium, High

Service Instructions

WHEN SECURITIES ARE SOLD: Hold Proceeds / Send Proceeds

DIVIDENDS: Hold / Send

WHEN SECURITIES ARE PURCHASED, THEY WILL BE HELD IN FIRM NAME

CONTACT YOUR BROKER FOR FREQUENCY OF "SEND"

Municipal Bond Offerings

Official Statements: Municipal bond offering official statements are available electronically at: http://www.emma.msrb.org

Are you interested in hard copy delivery of Municipal Bond Official Statements for this account? Yes / No

Signatures

BY SIGNING THIS APPLICATION, I (WE) ACKNOWLEDGE THE FOLLOWING: (1) THAT, IN ACCORDANCE WITH PARAGRAPH #8 OF THE CUSTOMER AGREEMENT, I (WE) AGREE IN ADVANCE TO ARBITRATE ANY CONTROVERSIES WHICH MAY ARISE WITH EACH OR BOTH OF US, (2) RECEIPT OF A COPY OF THE CUSTOMER AGREEMENT ON THE REVERSE SIDE OF THIS APPLICATION AND (3) THE INFORMATION PROVIDED ABOVE IS ACCURATE AND CORRECT.

SIGNATURE | DATE

New DVP Account Documents

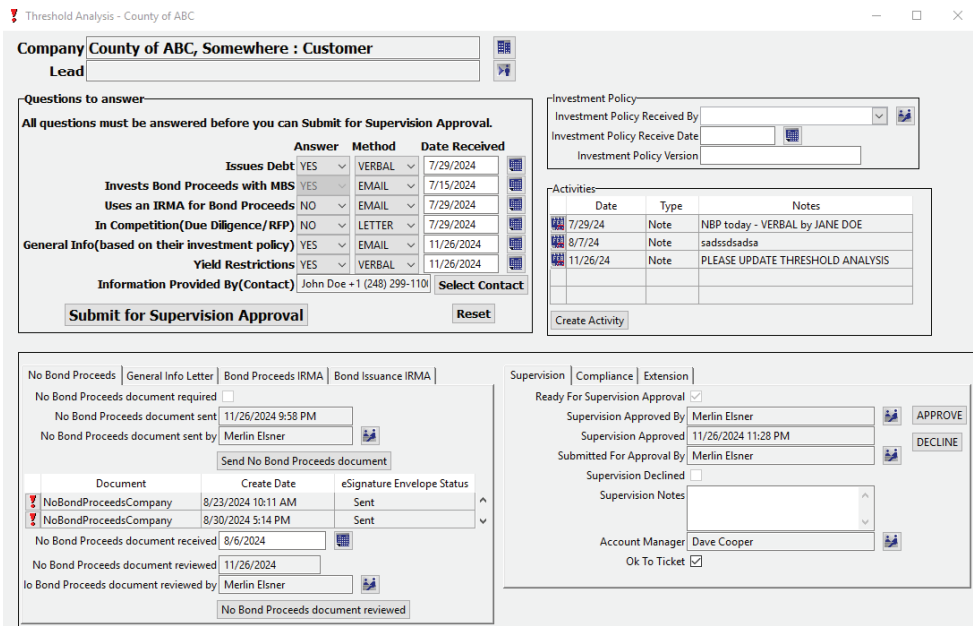
- All Account Paperwork needs to be completed prior to account opening
- Documents needed include:
  - W-9, Institutional Suitability Certificate, Resolution, Settlement Instructions
  - Resolutions can be an original provided by customer if it included language relating to securities transactions and money movement
  - Please refer to internal FAQ for any further questions



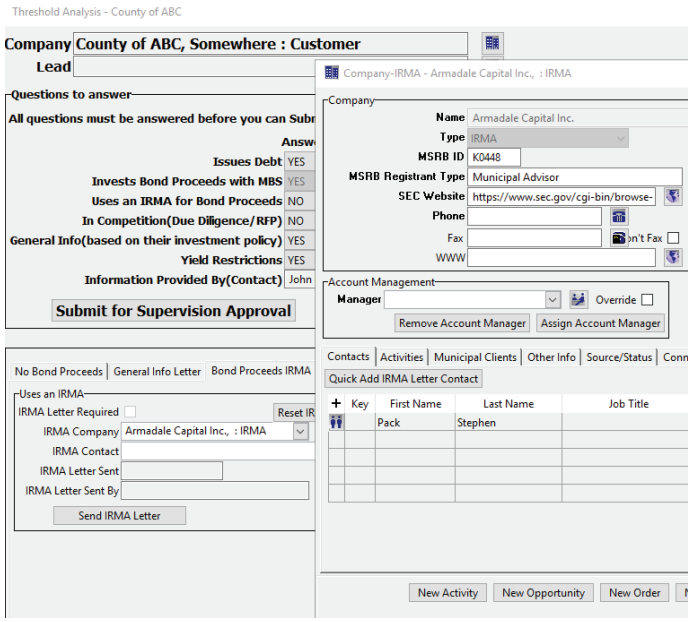
Municipal Entity Accounts

* Threshold Analysis needs to be fully completed and submitted for supervision approval prior to account opening
* Investment Policy and updated financials should be submitted with(or prior) to account documents
* You can now send No Bond Proceeds Letters, General Information Disclosures and IRMA Letters right from Pivotal
* Please keep updated notes for all municipal entity accounts

Threshold Analysis-Pivotal

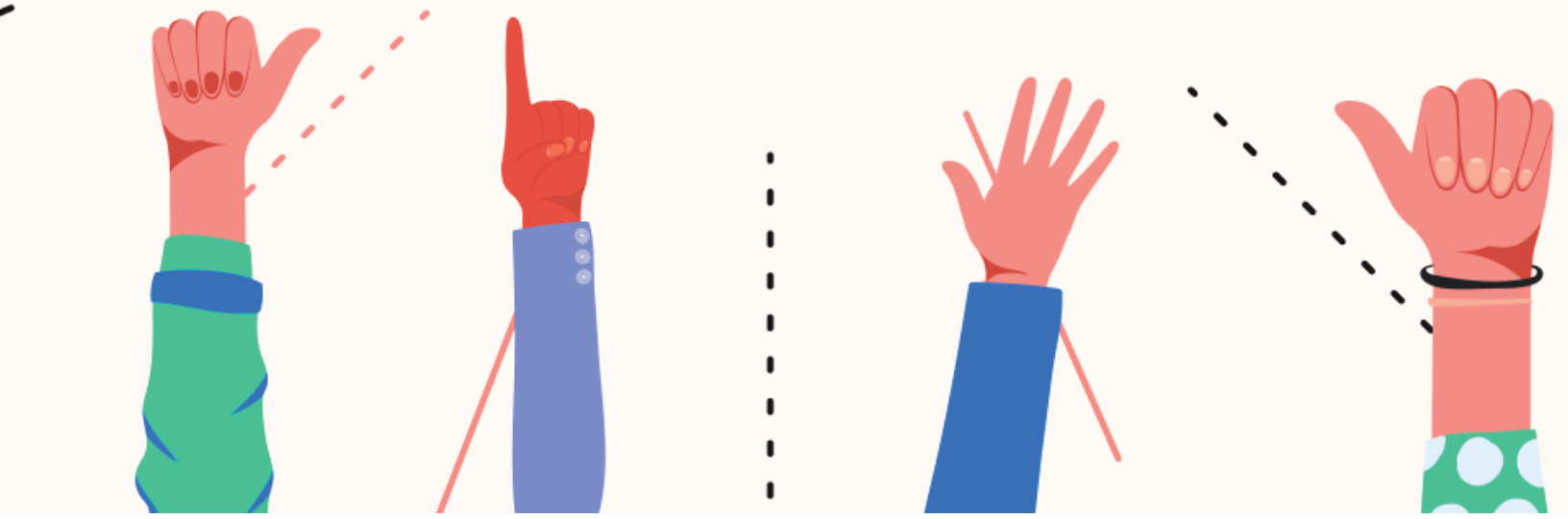


IRMA Letter



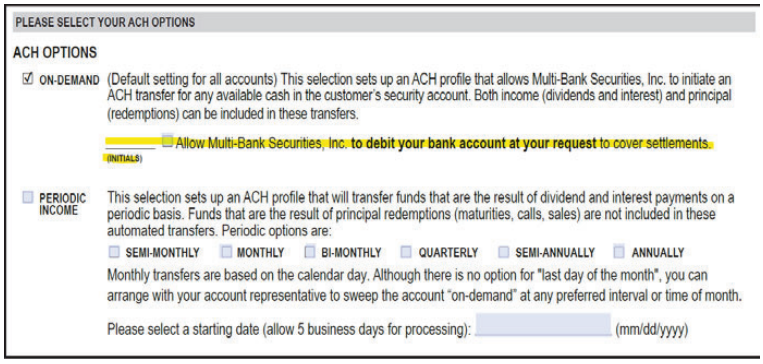
* IRMA Letter can now be sent via pivotal
* All IRMA's have been uploaded and can be accessed from drop down
* Additional contacts can be added in the IRMA company record
* IRMA letter will be sent from compliance email

FREQUENTLY ASKED QUESTIONS



ACH and LOA

- The updated form has the box pre-checked for a reduction in returns. If using the PDF, please continue to have customer initial



PLEASE SELECT YOUR ACH OPTIONS

ACH OPTIONS

☑ ON-DEMAND (Default setting for all accounts) This selection sets up an ACH profile that allows Multi-Bank Securities, Inc. to initiate an ACH transfer for any available cash in the customer's security account. Both income (dividends and interest) and principal (redemptions) can be included in these transfers.

_____ ☐ Allow Multi-Bank Securities, Inc. **to debit your bank account at your request** to cover settlements.
(INITIALS)

☐ PERIODIC INCOME This selection sets up an ACH profile that will transfer funds that are the result of dividend and interest payments on a periodic basis. Funds that are the result of principal redemptions (maturities, calls, sales) are not included in these automated transfers. Periodic options are:

☐ SEMI-MONTHLY ☐ MONTHLY ☐ BI-MONTHLY ☐ QUARTERLY ☐ SEMI-ANNUALLY ☐ ANNUALLY

Monthly transfers are based on the calendar day. Although there is no option for "last day of the month", you can arrange with your account representative to sweep the account "on-demand" at any preferred interval or time of month.

Please select a starting date (allow 5 business days for processing): _____ (mm/dd/yyyy)

- For LOA's please make sure that the form is completed in its entirety. In addition, please ensure that both forms are signed by an authorized signer who is on the current resolution we have on file. This will make the process move more efficiently.



Standing Instructions

Letter of Authorization

(Fed Wires)

Date: _____

To: Multi-Bank Securities, Inc.

Account #: _____

Account Name: _____

Please accept these standing instructions as authorization to wire funds upon my verbal request from the above referenced account to:

Name of Bank: _____

City, State: _____

ABA #: _____

For Credit To: _____

Account #: _____

Further Credit To: _____

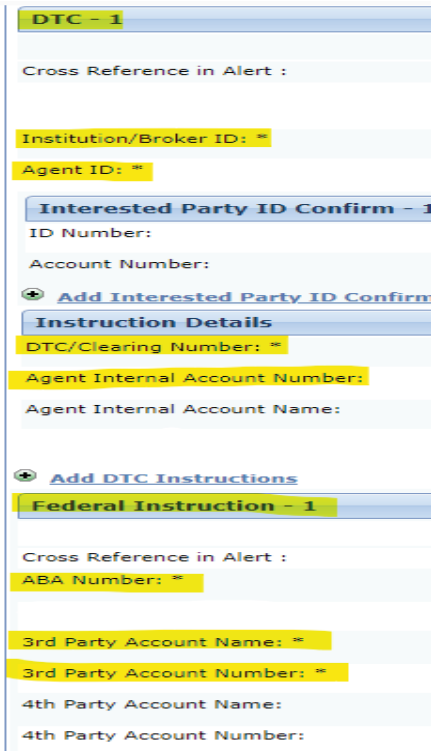
FFC Account #: _____

*Signature: _____ Date: _____

**Signer must be an authorized person identified on the current Resolution document and NOT the signer of the Resolution document.*

Please note: If at any time authorization needs to change, contact your MBS account representative. Pershing will invalidate any wire instructions that have not been utilized over a 15-month period.

Settlement Instructions



* **Please make sure when asking for settlement instructions, you request the final account number. This is often missed by customers when sending over instructions.**
* **Other information needed includes DTC, Agent/Institutional ID, ABA# and account name(if different from the registration name)**

Mergers

- For completed credit union mergers please provide the NCUA letter indicating that the merger has been completed.
    - There can be several letters issued by the NCUA prior to the completion of the merger, so please make sure it is the letter that indicates the merger is complete.
- New paperwork will need to be completed for the remaining entity.
    - This will include new resolution, ACH/LOA, W-9 and Cash Account Application

National Credit Union Administration

Misc Items

- If submitting an ACAT for a new account, please provide the most recent account statement from the transferring Broker Dealer. We can't submit the ACAT without it
- Establishing a Prime Account will take approximately 2 weeks after paperwork is in **good order.**
- All name changes to accounts need to be accompanied by a W-9 at time of change to avoid any tax consequences.
- If any individual on a resolution is no longer associated with the organization, the resolution needs to be updated. Continuous KYC is important when making sure all paperwork is up to date
  - For example, if the resolution identifies Karen Smith (CFO), Jane Doe (Treasurer) and Sally Smith (Asst. Treasurer) as authorized person and Sally leaves, we will need an updated resolution
  - It is a best practice to obtain a new ACH/LOA when obtaining a new Resolution

MBS MULTI-BANK SECURITIES, INC.®

CERTIFICATE OF NO BOND PROCEEDS FOR U.S. STATE AND LOCAL GOVERNMENTS AND MUNICIPAL BOND OBLIGORS

I certify:

(A) I am an official representative of the client entity listed in the signature line below, and am authorized to sign this certificate;

(B) Regarding all the account(s) the entity has with Multi-Bank Securities, Inc. or any of its affiliated companies (the "Firm"):

1. For the purposes of Section 15B of the Securities Exchange Act of 1934 (Rule 15B al et seq.) (the "Municipal Advisor Rule") relating to the registration of municipal advisors, none of the funds currently invested in or through the account(s) that the entity has with the Firm, or the entity seeks to invest in these accounts, constitute: (i) proceeds of municipal securities or (ii) municipal escrow investments;

2. I have access to the appropriate information or have direct knowledge of the source of the funds in the account(s) that the entity has with the Firm, that enable me to make these representations;

3. For the purposes of the Municipal Advisor Rule and the Adopting Release:

   a. The term "proceeds of municipal securities" means monies derived by a municipal entity from the sale of municipal securities, investment income derived from the investment or reinvestment of such monies, and any monies of a municipal entity or obligated person held in funds under legal documents for the municipal securities that are reasonably expected to be used as security or a resource of payment for the payment of the debt service on the municipal securities, including reserves, sinking funds, and pledged funds created for such purpose, and the investment income derived from the investment or reinvestment of monies in such funds.

   b. The term "municipal escrow investments" means proceeds of municipal securities and any other funds of a municipal entity that are deposited in an escrow account to pay the principal of, premium, if any, and interest on one or more issues of municipal securities.

(C) I further certify that the entity will not invest any funds in or through the Firm that do not comply with the above.

Date _____

Name _____ Signature _____

Title _____ Entity _____

Address 1000 Town Center, Suite 2300
Southfield, Michigan 48075
Phone (800) 967-9045
(248) 291-1100
Fax (248) 291-1101
www.mbssecurities.com

2400 East Commercial Boulevard,
Suite 1000 Ft. Lauderdale, Florida 33308
(800) 967-9045
(954) 351-6930
(954) 351-9197

Member of FINRA & SIPC; MSRB Registered.
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eConnectDirect®

User Agreement

Contact Information

Primary Point of Contact		@mbssecurities.com	
Product Specialist	Alexis Zehnder	azehnder@mbssecurities.com	(888) 354-7534
Senior Vice President	Tim Peacock	tpeacock@mbssecurities.com	(800) 967-9041

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MBS MULTI-BANK SECURITIES, INC.®

(800) 967-9052 • support@eConnectDirect.com • www.eConnectDirect.com

Please send all correspondence to Corporate Headquarters:

Multi-Bank Securities, Inc. • 1000 Town Center, Suite 2300 • Southfield, MI 48075 • www.mbssecurities.com

For institutional investors only, not intended for the investing public. Copyright © 2017, Multi-Bank Securities, Inc.
Member of FINRA & SIPC; MSRB Registered. eConnectDirect is a registered trademark of Multi-Bank Securities, Inc. All rights reserved.

Licensing Agreement

This Agreement is between:

Multi-Bank Securities, Inc. (MBS)
1000 Town Center, Suite 2300
Southfield, Michigan 48075

and

_____
Account Holder

_____
Street Address

_____
City, State, Zip

This contract governs your use of services, ability to post deposit rates, and access to inventory offered by eConnectDirect®, a registered trademark of Multi-Bank Securities, Inc. ("MBS") and related commerce, products and services corresponding to your access to eConnectDirect.com. You may need to execute additional agreements or provide MBS account numbers if you request additional Opt-In Services in conjunction with your unique eConnectDirect Username and Password. "Opt-In Services" refers to additional trading functionality and supportive services provided through eConnectDirect or MBS.

The terms "MBS," "we," "us" and "our" refer to Multi-Bank Securities, Inc. The terms "Subscriber," "you" and "your" refer to the undersigned Account Holder and additional users identified in Schedule A. The term "eConnectDirect CD" (also known as "Physical CD" or "Listing Service" Deposits) refers to CDs which are transacted directly between the issuing institution and investing entity through eConnectDirect. The term "Securities" generally refers to all other assets purchased or viewed on eConnectDirect that are NOT eConnectDirect CDs. All Securities (e.g., Bonds, DTC-Eligible CDs) will have a corresponding CUSIP number and funds will be settled into a user-selected Securities account (Cash or Delivery Versus Payment "DVP"). If your preferred safekeeping agent is something other than a Pershing LLC account, originated through MBS, delivery and settlement instructions ("DVP Instructions") must be provided prior to gaining access to security's inventory monitors.

User Access Start Date

Start Date: _____ /_____ / 2025

Your user access and all other rights under this eConnectDirect Licensing Agreement will commence on the "Start Date" listed above if we have received from you a signed copy of this agreement and a complete set of all duly executed settlement documents required to purchase or issue a CD or security.

Modification/Cancellation

MBS reserves the right to:

- Modify or cancel any feature of eConnectDirect at any time.
- Discontinue user access at any time for any reason, without penalty, with 30 days written notice, or
- Immediately suspend user access at any time as provided below.

Subscriber reserves the right to:

- Discontinue any or all eConnectDirect services at any time for any reason, without penalty, by providing written notice to MBS.

All changes to the terms, conditions, fees, representations and warranties related to this agreement will be distributed in writing for signature, email consent or online confirmation. If at any time you find these terms unacceptable and do not agree with them, you can let us know that you would like to discontinue your user access without penalty.

Account Administration:

The Account Administrator is responsible for maintaining the account profile and approving/assigning additional users and account access. The additional users need to be identified on Schedule A – Authorized User List. All users will be assigned a unique Username and Password and will be required to acknowledge and accept the terms, conditions and licensing agreement pertaining to the use of eConnectDirect upon initial login.

Account Administrator
Name: _____
Title: _____
Phone: _____
Email: _____

Secondary Contact
Name: _____
Title: _____
Phone: _____
Email: _____

Licensing/User Fees:

Any applicable licensing fees will be disclosed per Schedule B – Licensing Fee Schedule of this agreement and will be billed annually, payable on the anniversary of the user access start date and are NON-REFUNDABLE. You will not be liable for any increase in licensing fees or new fees related to your access to eConnectDirect unless you agree to such change in writing or other authenticated means.

MBS is not responsible for any fees incurred or charged in relationship to an eConnectDirect CD transaction by the issuing bank, settlement/wire fees, safekeeping charges by your securities' custodian or any other fees related to the purchase, issuance, settlement, or safekeeping of products offered through eConnectDirect. You are responsible for all such fees. Any applicable fees or selling concessions related to the issuance of DTC-eligible CDs are disclosed at the time of trade and per the terms of an executed terms agreement and related Brokerage Agreement.

Account Classification and User Access: Additional documentation may need to be submitted depending on your user access request(s).

Institution Classification FDIC Insured Financial Institution

User Access

☐ Investor
- ☐ Securities
- ☐ Listing Service Deposits (eConnectDirect CDs) (Exhibit C Required)

☐ Issuer
- ☐ DTC-Eligible CDs (Brokerage Agreement Required)
- ☐ Listing Service Offerings (eConnectDirect CDs) (Exhibit C Required)

☐ Securities Safekeeping Agent
- ☐ Pershing LLC (Only to be Used if Originated by Multi-Bank Securities, Inc.)
- ☐ DVP (Delivery Versus Payment) (Delivery Instructions Required)

Proprietary Rights in the eConnectDirect Software and Database:

Restrictions on Use: SUBSCRIBER AGREES THAT IT WILL NOT PERMIT ANY OTHER PERSON INCLUDING, BUT NOT LIMITED TO, ANY INSTITUTION, BROKER OR BUSINESS OF ANY TYPE, ACCESS TO THE SOFTWARE AND DATABASE.

License Limitations:

This eConnectDirect Licensing Agreement allows access to eConnectDirect using a computer and/or web access by a user from any approved browser. Subscriber agrees not to modify, adapt or translate, disassemble, decompile, reverse engineer or otherwise attempt to discover the source code of the software. Subscriber further agrees not to sublicense, assign, transfer, distribute, pledge, lease, rent or share any rights under this license except with prior written permission from MBS.

Transaction Settlements:

Subscriber agrees to pay for, settle on, deliver or make whole on any approved transaction(s) processed through eConnectDirect or MBS. Failure to pay for a purchase, delivery on a sell or settle on an approved and accepted CD issuance, may result in an IMMEDIATE suspension or cancellation of this user agreement.

Immediate Suspension:

MBS may immediately suspend user access and all rights under this agreement if MBS has not received payment of the applicable License Fee within 30 days of invoice or MBS believes the Subscriber has or may violate MBS's proprietary rights or has or may breach any other provision of this agreement.

Warranty Disclaimer/Liability:

MBS makes no warranty of any kind, express or implied, regarding the timeliness, sequence, accuracy or completeness of data provided on eConnectDirect. MBS will not be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential and/or incidental, arising out of or relating to your use of eConnectDirect.

Account Holder	Multi-Bank Securities, Inc. Company
Signature	Signature
Name	Tim Peacock Name
Title	Senior Vice President Title

SCHEDULES, EXHIBITS & SUPPORTING DOCUMENTS

SCHEDULE A: AUTHORIZED USERS** (NOTE: The Administrator must be listed.)

NAME	TITLE	PHONE	EMAIL

**Permissions, notifications and account access are set and maintained by the administrator upon login. Securities trading authorization is only permitted to those approved by the account administrator and in confirmation with a submitted resolution of authorized signers.

SCHEDULE B: LICENSING FEE(S)

Applicable licensing fees will apply.

ALL FEES ARE PAYABLE WITHIN 30 DAYS OF INVOICE AND ARE NON-REFUNDABLE:

eConnectDirect Account Access (Including Securities): $ 0 per year

eConnectDirect CD Listing Services: $ Waived per year

Special Notes/Instructions:

CORPORATE FACT SHEET

Who We Are and What We Do

Multi-Bank Securities, Inc. (MBS) is an investment firm that specializes in the sales, trading and underwriting of institutional fixed-income securities.

As an independent broker-dealer, MBS has been serving institutional investors across the U.S. since 1988.

MBS is a veteran-owned business recognized by the National Veteran-Owned Business Association (NaVOBA).

MBS is an approved underwriter for U.S. agencies Fannie Mae, Freddie Mac, Farmer Mac, the Federal Farm Credit Banks and the Federal Home Loan Banks.

MBS underwrites wholesale deposits for institutions, operates its own bond trading desk and offers its customers an online platform called eConnectDirect® to compare, select and manage investment options with ease and convenience.

Our Products and Services

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- U.S. Treasury Securities
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- Certificates of Deposit (CD)
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- Corporate Notes and Bonds
- Commercial Paper
- Municipal Bonds
- Targeted Investments (CRA, SRA)

Services

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- Underwriting
- Brokered CDs and Funding Alternatives
- Bond Accounting Services
- Portfolio Analysis
- Prime Brokerage

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- Credit Unions
- Foundations
- Insurance Companies
- Investment Advisors
- Money Managers
- Municipalities
- Nonprofit Organizations
- Pension Funds
- Savings Institutions
- School Districts
- Special Districts
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MBS has been named to the Inc. 500|5000 fastest-growing, privately held companies list six times; only four percent of companies have made the list for six years.

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- Michael Drews, Vice Chairman
- Jeff Maccagnone, President
- Michael Karsner, Chief Financial Officer
- Dave Cooper, Chief Information Officer
- Merlin Elsner, Chief Compliance Officer
- John Coban, Senior Vice President
- Bradley Eadeh, Senior Vice President
- Darryl Maccagnone, Senior Vice President, Sales Manager
- Tim Peacock, Senior Vice President
- Jim Powell, Senior Vice President
- Dina Gustafson, Director of Marketing
- Diane Oberlitner, Director of Human Resources

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MBS is a fixed-income securities firm focused on delivering value to institutional markets. We seek to earn and preserve the respect, confidence and loyalty of our employees and customers through integrity, professionalism, investment expertise, progressive technology and exceptional personal service.

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Call us at (800) 967-9045 or visit our website at www.mbssecurities.com.

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Where to Find Us

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1000 Town Center,
Suite 2300
Southfield, MI 48075

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid).

• Form 1099-DIV (dividends, including those from stocks or mutual funds).

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).

• Form 1099-NEC (nonemployee compensation).

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).

• Form 1099-S (proceeds from real estate transactions).

• Form 1099-K (merchant card and third-party network transactions).

• Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).

• Form 1099-C (canceled debt).

• Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

CASH ACCOUNT APPLICATION

MBS MULTI-BANK SECURITIES, INC.®

I (We) would like to open a brokerage account with Multi-Bank Securities, Inc. to be carried by Pershing. ACCOUNT INFORMATION (NOTE: ALL INFORMATION MUST BE COMPLETED)

Account Information

ACCOUNT NAME | SOC. SEC.OR TAX I.D. NO

BUSINESS ADDRESS | CITY | STATE | ZIP

ATTENTION

BUSINESS PHONE | MAIL TO ◯ Business ◯ Mailing ◯ P.O. Box | U.S. ENTITY ◯ Yes ◯ No

FAX

MAILING ADDRESS (If different than Business Address) | CITY | STATE | ZIP

ATTENTION

HAVE YOU GRANTED TRADING AUTHORIZATION TO ANOTHER PARTY?
◯ Yes ◉ No If Yes, Request Trading Authorization Form and provide name of agent:

Bank or Brokerage Reference

NAME OF FIRM | BRANCH AND ACCOUNT NUMBER

Account Type

◉ CASH *(Customer Agreement on reverse side of this application)* ◯ MARGIN *(Request Margin and truth in Lending Agreements)*

◯ LLC ◯ Trust *(Trustee Certification Required)* ◯ Partnership

◯ Option ◯ Corporation (Request Form) ◯ Other (Specify)

Investment Profile

INVESTMENT OBJECTIVE

◉ **Income:** An investment approach in which an investor generally seeks current income over time.

◯ **Long-Term Growth:** An investment approach in which an investor generally seeks capital appreciation through buying and holding securities over an extended period of time.

◯ **Short-Term Growth:** An investment approach in which an investor generally seeks short-term capital gains through buying and selling securities over a short period of time.

RISK TOLERANCE

◉ Low
◯ Medium
◯ High

Service Instructions

WHEN SECURITIES ARE SOLD:
◉ Hold Proceeds ◯ Send Proceeds

DIVIDENDS:
◯ Hold ◉ Send

CONTACT YOUR BROKER FOR FREQUENCY OF "SEND"

WHEN SECURITIES ARE PURCHASED, THEY WILL BE HELD IN FIRM NAME

Municipal Bond Offerings

Official Statements: Municipal bond offering official statements are available electronically at: http://www.emma.msrb.org

Are you interested in hard copy delivery of Municipal Bond Official Statements for this account? ◯ Yes ◉ No

Signatures

BY SIGNING THIS APPLICATION, I (WE) ACKNOWLEDGE THE FOLLOWING: (1) THAT, IN ACCORDANCE WITH PARAGRAPH #8 OF THE CUSTOMER AGREEMENT, I (WE) AGREE IN ADVANCE TO ARBITRATE ANY CONTROVERSIES WHICH MAY ARISE WITH EACH OR BOTH OF US, (2) RECEIPT OF A COPY OF THE CUSTOMER AGREEMENT ON THE REVERSE SIDE OF THIS APPLICATION AND (3) THE INFORMATION PROVIDED ABOVE IS ACCURATE AND CORRECT.

SIGNATURE | DATE

For Office Use Only

ACCOUNT NO. | SUPERVISOR SIGNATURE | REP. NO. | DATE

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CUSTOMER ACCOUNT AGREEMENT

TO: Multi-Bank Securities (My Broker), and Pershing LLC (Pershing)

Pershing will be responsible for the following; (1) receiving and delivering customer funds and securities; (2) safekeeping customer funds and securities using **ordinary care** (while they are in Pershing's possession or control) in, which, for purposes of this document, ordinary care means the degree of care, which an ordinarily prudent and competent person engaged in the same line of business or endeavor should exercise under similar circumstances in accordance with the rules and regulations of the Securities and Exchange Commission and The Financial Industry Regulatory Authority and segregating such funds and securities as required by applicable law (3) preparing and transmitting to the customer confirmation of trades; and (4) preparing and transmitting to the customer account statements.

1. The client executing this Agreement agrees as follows with respect to the Account I have established with you for the purchase, sale or carrying of securities or contracts relating thereto and/or the borrowing of funds.
2. All transactions for my Account shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market (and Pershing, if any) where executed.
3. The client executing this Agreement agrees that, in giving orders to sell, all "short" sale orders will be designated as "short," and all "long" sale orders will be designated as "long," and that the designation of a sell order as "long" is a representation on my part that I own the security, and if the security is not in your possession or if it is then impracticable to deliver the security to you forthwith, that I will deliver it as soon as possible.
4. Reports of the execution of orders and statements of my account shall be conclusive if not objected to within five days and ten days, respectively, after transmittal to me by mail or otherwise.
5. At any time and from time to time you may, at your discretion, without notice to me, apply and/or transfer any securities, commodities, contracts relating thereto, or any other property or equity therein, interchangeably between any of my accounts, whether individual or joint and from any of my accounts to any account guaranteed by me.
6. In consideration of your carrying my account with a Post Office Box Address, or your sending any mail to me in care of a third party, I hereby agree that "all correspondence of any nature whatsoever" sent to me in such address will have the same force and effect as if it had been delivered to me personally. I have listed my permanent address on the New Account Application.
7. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.
8. **This agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement the parties agree as follows:**
   a. **All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.**
   b. **Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.**
   c. **The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**
   d. **The arbitrators do not have to explain the reason(s) for their award.**
   e. **The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**
   f. **The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases a claim that is ineligible for arbitration may be brought in court.**
   g. **The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement. The undersigned agrees, and by carrying and/or introducing an account of the undersigned you agree, that all controversies which may arise between us, including but not limited to those involving any transaction or the construction, performance, or breach of this or any other agreement between us, whether entered into prior, on or subsequent to the date hereof, shall be determined by arbitration. Any arbitration under this agreement shall be conducted before the New the Financial Industry Regulatory Authority. ("FINRA"), and in accordance with its rules then in force. I may elect in the first instance whether arbitration shall be conducted before FINRA, but if I fail to make such election, by registered letter or telegram addressed to you at your main office, before the expiration of five days after receipt of a written request from you to make such election, then you may make such election. Judgment upon the award of arbitrators may be entered in any court, state or federal, having jurisdiction. Class-action matters are excluded from arbitration proceedings conducted by the FINRA. Therefore, it is further agreed that the parties to this agreement shall not bring a putative or certified class-action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class-action; or who is member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.**
9. Investment Objective Definitions: **Capital Preservation** - a conservative investment strategy characterized by a desire to avoid risk of loss; **Income** - strategy focused on current income rather than capital appreciation; **Growth** - investing in stocks with strong earnings and/or revenue growth or potential; **Speculation** - taking larger risks, usually by frequent trading, with hope of higher than-average gain. All strategies involve various types and levels of risk, the most common of which are market, credit, inflation, business and interest rate.
10. This Agreement and its terms shall be binding upon Client's successors, administrators, liquidator, receiver, trustee, assignee, custodian, conservator or other similar official ("successors"). In the event of Client's insolvency or bankruptcy whether or not any successors of its assets shall have qualified or been appointed, until Pershing and My Broker has written notice of Client's insolvency or bankruptcy Pershing and My Broker may continue to operate as though Client were solvent and not bankrupt and Pershing and My Broker may liquidate its Account WITHOUT PRIOR WRITTEN NOTICE TO OR DEMAND upon its successors. This Agreement shall inure to the benefit of Pershing's and My Broker's successors and assigns, whether by merger, consolidation or otherwise (and Pershing and My Broker may transfer Client's Account and this Agreement to any such successors and assigns)
    WITHOUT NOTICE. Client may not assign its rights or delegate duties under this Agreement without Pershing's and My Broker's consent.

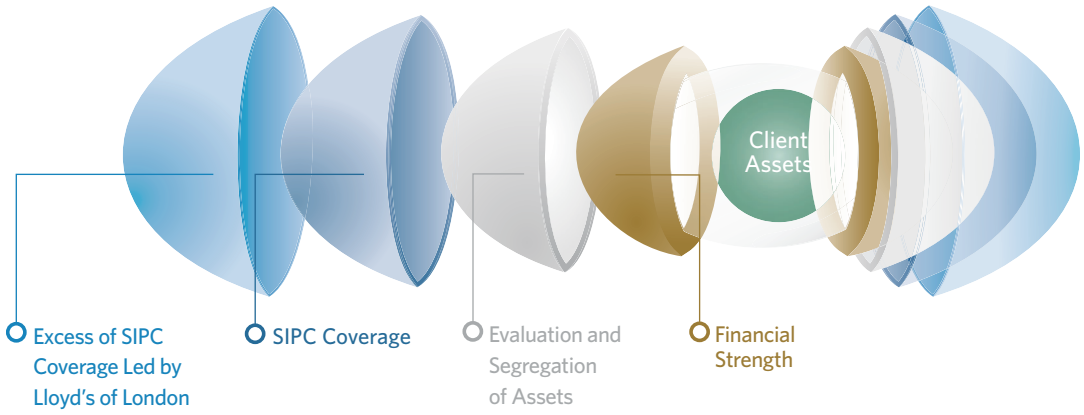
Understanding the Protection of Client Assets

Pershing's Strength, Stability and Focus



Pershing LLC has been a leading global provider of financial business solutions for over 70 years and serves many of the world's most respected financial organizations, remaining committed to the safekeeping, servicing, segregation and reporting of assets held in custody.

The Protection of Client Assets Remains at the Center of Our Focus



Financial Strength—March 31, 2011

Pershing's core financial strength provides the foremost measure of the protection of assets held in our custody. Our parent company, BNY Mellon, is a leading provider of financial services for institutions, corporations and high-net-worth individuals. Pershing's financial strength does not protect against loss due to market fluctuation.

Pershing

> Approximately $988.8 billion in assets held in custody

> Net capital of $1.2 billion—well above the minimum requirement

BNY Mellon

> $25.5 trillion in assets under custody and administration

> $1.2 trillion in assets under management

> Total shareholders' equity U.S.: $33.3 billion

> Tier 1 capital ratio: 14.0%

> Total capital ratio: 16.8%

> Tangible common equity to assets ratio: 5.9%

> Market capitalization U.S.: $37.1 billion

Evaluation and Segregation of Assets

As required, Pershing segregates investor assets, which are fully paid-for, from its own assets. Therefore, in the unlikely event of the financial failure of Pershing, investors' fully paid-for assets will remain separate from Pershing's own assets. In addition to this, Pershing takes the following measures to protect investors' assets:

> Annual audit by a major independent audit firm and the audit team at our parent company, BNY Mellon

> An annual SAS 70 Type II audit is performed (as required) by a major independent audit firm to provide additional evaluation of the design and operating effectiveness of Pershing's internal controls related to:

- Account transfers
- Clearance and settlement
- Confirmations and cash management functions
- Corporate actions
- Customer billing
- Foreign exchange and prime brokerage controls
- Interest
- Margin monitoring
- Order and trade processing
- Physical custody
- Pricing
- Statements

> Pershing is required to maintain enough liquid assets, net of any liabilities, to ensure the return of investors' fully paid-for assets in the event of Pershing's failure and liquidation

> Quarterly vault inspection and securities verification to confirm custody of fully paid-for investors assets

SIPC® Coverage

Pershing is a member of the Securities Investor Protection Corporation (SIPC®).

> As a result, securities in your account are protected up to $500,000 (of which $250,000 can be for claims for cash awaiting reinvestment). For details, please see www.sipc.org

> Please note that SIPC does not protect against loss due to market fluctuation

Excess of SIPC Coverage Led by Lloyd's of London

> In addition to SIPC protection, Pershing provides coverage in excess of SIPC limits from Lloyd's of London, in conjunction with other insurers.[1] The current excess of SIPC policy is scheduled to expire on December 10, 2011.

> The excess of SIPC coverage provides the following protection for assets held in custody by Pershing and its London-based affiliate, Pershing Securities Limited:

- An aggregate loss limit of $1 billion for eligible securities—over all client accounts
- A per-client loss limit of $1.9 million for cash awaiting reinvestment—within the aggregate loss limit of $1 billion

> The $1 billion aggregate loss limit for eligible securities is the highest level of coverage that is available in the industry today.

> The excess of SIPC coverage does not protect against loss due to market fluctuation.

> An excess of SIPC claim would only arise when Pershing failed financially and client assets for covered accounts, as defined by SIPC (for Pershing LLC accounts) or the Financial Services Compensation Scheme (FSCS) (for Pershing Securities Limited accounts), cannot be located due to theft, misplacement, destruction, burglary, robbery, embezzlement, abstraction, failure to obtain or maintain possession or control of client securities, or to maintain the special reserve bank account required by applicable rules.

> The leader of the excess of SIPC coverage program is Lloyd's of London. Lloyd's currently has an A ("Excellent") rating with "Stable Outlook" from A.M. Best and an A+ ("Strong") rating with "Stable Outlook" from Fitch Ratings and Standard & Poor's® (S&P®). These ratings are based on the financial strength of the company and are subject to change by the rating agencies at any time. For more information about Lloyd's of London, please see www.lloyds.com.

What Is Covered Under SIPC and Excess of SIPC Coverage?

COVERED

SIPC and excess of SIPC coverage is available for the following products held in custody by Pershing:

- Bonds
- Cash balances
  - Up to $250,000 in cash awaiting reinvestment through SIPC
  - A per client loss limit of $1.9 million for cash awaiting reinvestment—within the aggregate loss limit of $1 billion—through the commercial insurance program led by Lloyd's of London
- CDs
- Mutual funds
- Notes
- Stocks

NOT COVERED

Among the investments that are ineligible for protection are:

- Antiques and collectibles
- Bank deposits
- Commodity futures contracts
- Fixed and variable annuity contracts
- Investment contracts (such as limited partnerships)
- Precious metals

Answers to frequently asked questions, as well as additional information about the financial strength of Pershing and the protection of assets held in our custody, are available within Resources via NetX360™, or visit www.pershing.com/strength_stability.html.

[1] Pershing's excess of SIPC coverage is provided by Lloyd's of London in conjunction with XL Specialty Insurance Co., Axis Specialty Europe Ltd., Great Lakes Reinsurance (UK) PLC and Ironshore Specialty Insurance Co.

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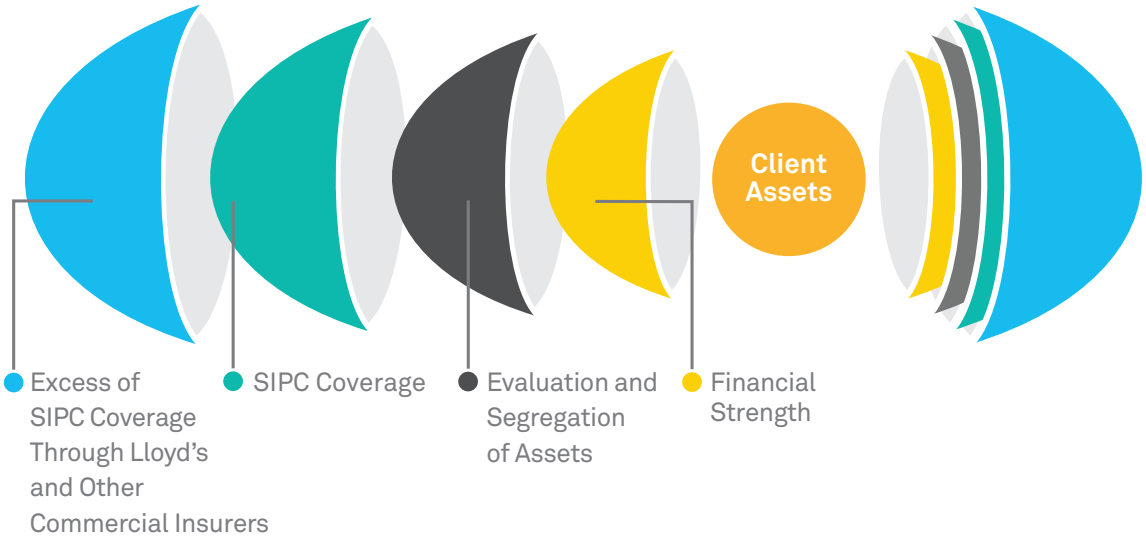
UNDERSTANDING THE PROTECTION OF CLIENT ASSETS

4TH QUARTER 2014

PERSHING'S STRENGTH, STABILITY AND FOCUS

Pershing LLC (Pershing), a BNY Mellon company, has been a leading global provider of financial business solutions for 75 years and serves many of the world's most respected financial organizations. We remain committed to the safekeeping, servicing, segregation and reporting of our global client assets.

The Protection of Client Assets Remains at the Center of Our Focus



FINANCIAL STRENGTH—DECEMBER 31, 2014

Pershing's core financial strength provides the first measure of protection for our global client assets. Our parent company, BNY Mellon, is a leading provider of financial services for institutions, corporations and high-net-worth individuals. While financial strength does not protect against loss due to market fluctuation, our internal controls and regulatory oversight help provide stability and focus.

Pershing, a BNY Mellon company

- Approximately $1.5 trillion in global client assets*
- Net capital of over $1.9 billion—well above the minimum requirement

BNY Mellon

- $28.5 trillion in assets under custody and/or administration
- $1.7 trillion in assets under management
- $385.3 billion in total assets
- $38.0 billion in total shareholders' equity
- $45.4 billion in market capitalization

*Pershing LLC and its global affiliates

Pershing®

BNY MELLON

EVALUATION AND SEGREGATION OF ASSETS

Pershing protects client assets through rigorous internal control measures. An annual audit by a major independent audit firm and the audit team at our parent company, BNY Mellon, helps to monitor controls that are in place. In addition, an Annual Service Organizations report (as required) by a major independent audit firm provides additional evaluation of the design and operating effectiveness of Pershing's internal controls related to account transfers, billing, clearance and settlement, confirmations and cash management functions, corporate actions, foreign exchange and prime brokerage controls, interest, margin monitoring, order and trade processing, physical custody, pricing and statements.

Clients' fully paid-for assets are segregated from our own, with quarterly vault inspections conducted. We maintain enough liquid assets, net of any liabilities, to protect clients' fully paid-for assets in the unlikely event of Pershing's failure and liquidation.

Pershing is a broker-dealer registered with the U.S. Securities and Exchange Commission, all 50 states as well as the District of Columbia and Commonwealth of Puerto Rico, and certain foreign jurisdictions. Pershing is also a member of the Financial Industry Regulatory Authority, every major United States securities exchange and the Municipal Securities Rulemaking Board.

SECURITIES INVESTOR PROTECTION CORPORATION (SIPC®) COVERAGE

Pershing is a member of the SIPC, which protects securities customers of its members up to $500,000 (including $250,000 for claims for cash). Explanatory brochure available upon request or at sipc.org.

EXCESS OF SIPC COVERAGE THROUGH UNDERWRITERS AT LLOYD'S AND OTHER COMMERCIAL INSURERS

In addition to SIPC protection, Pershing provides coverage in excess of SIPC limits from certain underwriters in Lloyd's insurance market and other commercial insurers. The excess of SIPC insurance program is valid through February 10, 2016 for Pershing LLC accounts. It provides the following protection for Pershing LLC's global client assets:

- An aggregate loss limit of $1 billion for eligible securities—over all client accounts
- A per-client loss limit of $1.9 million for cash awaiting reinvestment—within the aggregate loss limit of $1 billion

SIPC and the excess of SIPC insurance policy do not protect against loss due to market fluctuation.

An excess of SIPC claim would only arise if Pershing failed financially and client assets for covered accounts—as defined by SIPC—cannot be located due to theft, misplacement, destruction, burglary, robbery, embezzlement, abstraction, failure to obtain or maintain possession or control of client securities, or to maintain the special reserve bank account required by applicable rules.

Lloyd's currently holds an A+ rating from Standard & Poor's® (S&P®), an A rating from A.M. Best and an AA- rating from Fitch. These ratings are based on the financial strength of the company and are subject to change by the rating agencies at any time.[1] For more information about Lloyd's, please see lloyds.com.

[1] Ratings as of January 2015.

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pershing.com

One Pershing Plaza, Jersey City, NJ 07399
OVR-PER-SSF-4Q14-2-15

Resolution

I HEREBY CERTIFY that a meeting of the Board of Directors (or other authorizing body) of _____ ("Investor"), a _____ organized under the laws of the State of _____, which at said meeting a quorum was present and acting throughout, the following preamble and resolutions were adopted and have been and now are in full force and effect.

WHEREAS _____ is duly authorized and permitted by its Charter, Bylaws and/or investment policies to:

1. Engage in cash settlement transactions for the purchase of securities purchased through any introducing Broker-Dealer.
2. Engage in cash or DVP (delivery versus payment) settlement transactions in securities including, but not limited to debt instruments, bond debentures, notes and CDs; and other fixed-income securities, including but not limited to U.S. government agency bonds, corporate bonds, municipal bonds, mortgage-backed securities, collateralized mortgage obligations and Treasury bonds, notes and bills.
3. Receive on behalf of the Investor, or deliver to the Investor or a designated third party, monies, bonds or other securities.
4. Sell, assign or endorse for transfer bonds or other securities registered in the name of the Investor.
5. Establish and maintain safekeeping accounts with Fedwire and ACH privileges from which account funds are directly spent, and the responsibility for which is entirely that of the Investor. Said privileges will be limited to the persons designated by the Investor below. Each designated person can independently perform the prescribed privileges.

First Name	Last Name	Job Title	Email

THEREFORE BE IT RESOLVED that _____ can open an account or accounts in its name with a safekeeping agent, introducing broker, or federally insured financial institution offering CD rates through any introducing agent and that the persons named above, or their successors in office, may, on behalf of the Investor or any one of them acting individually, be and they are hereby authorized to (1) give or submit orders in said account(s) for the purchase, sale or other disposition of CDs, bonds and other securities offered by any introducing broker; (2) make, execute, deliver or submit directly any and all written endorsements and documents necessary to effectuate closure or the disbursements of funds of or from the Investor account; (3) may at any time while the account is open modify, amend, submit or enter into any other arrangement with the safekeeping agent of its CD or securities. This authorization to each of said officers is to remain in full force and effect until other written notice of revocation is submitted to the safekeeping agent(s) and MBS.

I FURTHER CERTIFY that the officers (or others) identified above are authorized by the foregoing resolution to act for _____.

_____ Name

_____ Title

_____ Signature

_____ Date

MBS MULTI-BANK SECURITIES, INC.®

Sample of Texas Municipalities That Have an Account With MBS

Agua Special Utility District
Alamo Heights Independent School District
Alief Independent School District
Aransas County Independent School District
Campbell Independent School District
Castleberry Independent School District
City of Alvarado
City of Arlington
City of Austin
City of Bastrop
City of Bay City
City of Baytown
City of Benbrook
City of Colleyville
City of Corpus Christi
City of Dallas
City of Georgetown
City of Houston
City of Humble
City of Huntsville
City of McAllen
City of McKinney
City of Mission
City of Plano
City of Richardson
City of Round Rock
City of San Antonio
City of Santa Fe
City of Santa Fe Economic Development Corporation
City of Stephenville
City of Sugar Land
City of Victoria
City of West University
Comal Independent School District
County of Bosque
County of Burnet
County of Collin
County of Ellis
County of Gillespie
County of Guadalupe
County of Hamilton
County of Hidalgo
County of Johnson
County of Lampasas
County of Matagorda
County of Navarro
County of Randall
County of Tarrant
County of Travis
County of Victoria
County of Webb
County of Wharton
Dallas Area Rapid Transit
Dallas County Community College District
Dallas Independent School District
Dallas/Fort Worth International Airport
Fort Stockton Independent School District
Godley Independent School District
Houston Community College System
Johnson County Special Utility District
Killeen Independent School District
Lone Star College
Matagorda County Navigation District No. 1
Mission Redevelopment Authority
Nacogdoches Independent School District
North East Independent School District
North Texas Municipal Water District
North Texas Tollway Authority
Pine Tree Independent School District
San Antonio Water System
State of Texas Treasury Safekeeping Trust Company
Tarrant County College District
Terrell Independent School District
Texas Tech University System
Town of Flower Mound
Town of Prosper

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Regular Board Meeting **7. 1.**

Meeting Date: April 16, 2025

Title: Consider approval of the 2025 - 2026 HCDE Work / Holiday Calendar

Submitted For: Patricia Menard, Human Resources **Submitted By:** Monserrat Witine

Additional Resource Personnel:

Information

Posted Agenda Item:

Consider approval of the 2025 - 2026 HCDE Work / Holiday Calendar

Subject:

Consider approval of the 2025 - 2026 HCDE Work / Holiday Calendar

Rationale:

Consider approval of the 2025 - 2026 HCDE Work / Holiday Calendar

Attachments

Calendar FY 25 26

Form Review

Inbox	Reviewed By	Date
Human Resources	Arthur Sylvester	04/03/2025 07:53 AM
Purchasing		
Purchasing Director		
Assistant Superintendent - Business		
Form Started By: Monserrat Witine		Started On: 04/01/2025 03:48 PM

Action Items - Non-Consensus



Harris County Department of Education

2025-2026 Work/Holiday Calendar

HOLIDAYS
September 1, 2025 – Labor Day
November 27-28, 2025 – Thanksgiving
Dec. 23, 2025 – Jan. 1, 2026 – Christmas Break
January 19, 2026 – Martin Luther King, Jr. Day
March 9 – 13, 2026 – Spring Break
April 3, 2026 – Good Friday
May 25, 2026 – Memorial Day
June 19, 2026 – Juneteenth
July 3, 2026 – Independence Day

BOARD MEETINGS
August 20, 2025
September 17, 2025
October 15, 2025
November 19, 2025
December 17, 2025
January 21, 2026
February 18, 2026
April 15, 2026
May 20, 2026
June 17, 2026
July 15, 2026

MAKE-UP DAYS
April 3, 2026
May 25, 2026
Make-up days for staff may vary depending on the division and school district served.

AUGUST

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HARRIS COUNTY DEPARTMENT OF EDUCATION
6300 Irvington Blvd. | Houston, Texas 77022 | www.hcde-texas.org

SEE THE IMPACT

Revised 3/31/2025

Regular Board Meeting			**7. 2.**
Meeting Date:	April 16, 2025		
Title:	Placeholder for Consideration of ratification of JOC contract with Blackmon Mooring for $$93,179		
Submitted For:	Michelle Williams, Facilities	**Submitted By:**	Michelle Williams
Recommended Action:	Ratify	**HCDE Goal(s):**	1. Impact education/respond to evolving needs 2. Deliver value responsibly
Additional Resource Personnel:	John Prestigiacomo, Jesus Amezcua, Joe Carreon	**Facilities/Technology Approval Needed?:**	Facilities

Information

Posted Agenda Item:

Consideration ratification of Job Order Contract (JOC) with Blackmon Mooring for $93,179 (Job No. 24/002TC-01) for Disaster Mitigation Commodities/Services with Disaster Recovery at HCDE's North Post Oak facility.

Subject:

Ratification of Emergency Contract

Rationale:

Restore workplace environment after significant flooding at North Post Oak during Spring Break.

Fiscal Impact

Attachments

BMS CAT Preliminary

Form Review

Inbox	Reviewed By	Date
Purchasing		
Purchasing Director		
Assistant Superintendent - Business		
Form Started By: Michelle Williams		Started On: 03/24/2025 03:02 PM

Master Job Order Contract

This Master Job Order Contract ("Contract") is made by and between Harris County Department of Education ("Owner"), a political subdivision of the state of Texas, whose main office address is 6300 Irvington Boulevard, Houston, Texas 77022, and **Blackmon Mooring of Texas, LLC** ("Contractor"), whose main office address is **10511 Kipp Way, #400, Houston, TX 77099** for Job Order Contracting Services, effective as of **3/28/2025**.

RECITALS

Whereas, Owner is in need of job order contracting services; and

Whereas, this Contract is for the provision of job order contracting services, to be performed on a non-exclusive, indefinite quantity basis, as requested by Owner, in accordance with the terms of this Contract;

Whereas, Contractor has been procured as a Job Order Contractor vendor under Harris County Department of Education ("HCDE") Choice Partners Contract #**24/002TC-01**, and is available to Owner through the Choice Partners purchasing cooperative as permitted by Subchapter I, Chapter 2269 of the Texas Government Code; and

Whereas, Contractor represents that he has the knowledge, ability, skills and resources to provide such job order contracting services in accordance with the terms and requirements of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Contract, the receipt and sufficiency of which are hereby acknowledged, Owner and Contractor, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS

1.1 The term "**Owner**" means the Harris County Department of Education and includes Owner's duly authorized representative, including any person specifically authorized to act for Owner by executing the Contract and any modification thereto. Owner's duties include administration of the Contract, including the issuance of Job Order(s) and modifications and assessing progress; inspecting and periodically reporting on such performance and progress during the stated period of performance, and finally certifying as to the acceptance of the Work in its entirety or any portion thereof, as required by the Contract.

1.2 The term "**Contractor**" means **Blackmon Mooring of Texas, LLC** and includes Contractor's senior manager or its duly authorized representative, including any person specifically authorized to act for Contractor by executing the Contract and any modifications thereto. Contractor's duties include administration of the Contract and performance of the Work.

1.3 The term "**Contract**" as used herein means the documents that form the agreement between Owner and Contractor. The Contract consists of this agreement, including its exhibits and any modifications thereto, any Job Order(s) that may be issued, Choice Partners Contract # **24/002TC-01**, and Contractor's proposal submitted in response to the solicitation issued by HCDE/Choice Partners for Choice Partners Contract #**24/002TC-01**, including the Vendor/Attachment Packet and all certifications therein, which are fully incorporated herein for any and all purposes.

1.4 The term "**Subcontract**" as used herein means any agreement, including purchase orders (other than one involving an employer-employee relationship) entered into by Contractor calling for equipment, supplies or services required for Contract performance, including any modifications thereto.

1.5 The term "**job order contracting**" means maintenance, repair, alteration, renovation, remediation or minor construction of a facility when the work is of a recurring nature but the delivery times, type, and quantities of the work required are indefinite.

1.6 The term "**Job Order**" means a specific written agreement between the Owner and the Contractor for Work to be performed under this Contract, in the form of Attachment A hereto.

1.7 The term "**Unit Price Guide**" means the unit price book specified by HCDE/Choice Partners in the procurement of Choice Partners Contract #**24/002TC-01**.

1.8 The term "**Coefficient Multiplier**" means the numerical factor required to be applied pursuant to Contractor's award under Choice Partners Contract #**24/002TC-01** which is applied to the Unit Price Guide unit prices to cover all of Contractor's costs in performing the Work of a Job Order.

1.9 The term "**Non-Pre-priced items**" means the necessary, but incidental, parts of a Job Order that are not susceptible to unit pricing using the pre-priced tasks in the Unit Price Guide.

1.10 The term "**Work**" means the doing of all things described in, reasonably related to, and necessary, proper, or incidental to the work and services required by this Contract and/or a Job Order, whether in whole or in part, and includes all labor, materials, tools, resources, supplies, equipment, permits, insurance, transportation, supervision, management, operations, and performance of all tasks provided or to be provided by Contractor to fulfill Contractor's obligations under this Contract, including any specific project requirements defined and further described in any Job Order.

1.11 The term "**pre-priced item**" means pre-described and pre-priced tasks based on a unit price guide and coefficient multiplier.

II. TERM OF AGREEMENT

2.1 **Term**: The initial term of this Contract is one (1) year and shall be effective **March 28, 2025** through **August 31, 2025**. Owner may exercise renewal options for up to four additional one-year terms, in Owner's sole discretion, provided that Contractor is still an eligible vendor under the Choice Partners purchasing cooperative. Job Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Job Order issued by Owner.

2.2 **Completion of Work in Progress**: Owner has the option to extend the term of this Contract, or any renewal period, as necessary for Contractor to complete work on any Job Order approved by Owner prior to the expiration of the Contract.

III. AUTHORIZED CONTRACT SUM

3.1 **Contract Sum:** The maximum aggregate contract expenditures for the initial one (1) year term is **$93,179.46**. The cost of each specifically authorized Job Order will be established in a "Job Order" issued by Owner and executed by Owner and Contractor. Established cost amounts shall not be increased except by written change order to a previously issued Job Order executed by Owner and Contractor. As required by Texas Government Code Section 2269.403, the Owner's Board of Trustees must approve any Job Order that exceeds $500,000. The Owner's Board of Trustees may be required to authorize Job Orders for lesser amounts as required by local Board policy.

3.2 **No Minimum Amount of Work:** It is expressly understood that Owner is under no obligation to request any services from Contractor and no minimum amount of work is required under this Contract. All service requests will be made by Owner on an as-needed basis, subject to future agreement on the scope of the work and its cost(s), detailed in a specific Job Order.

IV. SPECIFICATIONS AND DRAWINGS

4.1 **Retention of Drawings:** Contractor shall keep on the Work site a copy of any drawings and/or specifications for a Job Order and shall at all times give Owner access thereto. Anything mentioned in the

specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the drawings shall govern. In case of discrepancy, either in the figures, drawings, or the specifications, the matter shall be promptly submitted to Owner, who shall promptly make a determination in writing regarding such discrepancy. Any adjustment by Contractor without such prior written determination shall be at Contractor's own risk and expense and without any liability to Owner for any adjustment made by Contractor. Owner shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

4.2 **Shop Drawings**: Shop drawings means drawings submitted to Owner by Contractor showing in detail:

a. the proposed fabrication and assembly of structural elements;

b. the installation (i.e., form, fit and attachment details) of materials or equipment; and

c. the construction and detailing of elements of the Work.

Shop drawings include sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Contractor to explain specific portions of the Work. Owner may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract.

4.3 Contractor shall coordinate all shop drawings, and review them for accuracy, completeness, and compliance with Contract and Job Order requirements and shall indicate its approval thereon as evidence of such coordination and review. Owner will indicate its approval or disapproval of the shop drawings in writing and if not approved as submitted shall indicate Owner's reasons therefore. Any work done before such prior written approval by Owner shall be at Contractor's own risk and without any liability whatsoever to Owner.

4.3 Contractor shall submit to Owner for approval in writing an appropriate number of copies of all shop drawings. Sets of all shop drawings will be retained by Owner and one set will be returned to Contractor.

4.4 "As-built" Drawings and Shop Manuals: Contractor is required to submit two complete sets of "as-built" drawings to Contractor within 30 days after project acceptance. "As builds" shall be submitted on paper as well as electronically. Contractor must also submit three copies of shop manuals at that time if equipment has been installed as part of the Job Order.

4.5 Omissions from the drawings or specifications or the incorrect description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications shall not relieve Contractor from performing such omitted or incorrectly described details of the Work.

4.6 Contractor shall check all of Owner's furnished drawings immediately upon receipt and shall promptly notify Owner of any discrepancies. Figures marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall govern small scale drawings. Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby.

V. USE OF SPECIFICATIONS, DRAWINGS AND NOTES

5.1 All drawings (to include as-built drawings), sketches, designs, design data, specifications, note books, technical and scientific data provided to Contractor or developed by Contractor pursuant to the Contract and all photographs, negatives, reports, findings, recommendations, data and memoranda of

every description relating thereto, as well as all copies of the foregoing relating to the Work or any part thereof, shall be the property of Owner and may be used by Owner without any claim by Contractor for additional compensation, unless such material developed by Contractor does not result in an issued Job Order. In such cases, Contractor will receive reasonable reimbursement for the development of such materials before Owner uses them in any manner whatsoever. If Owner chooses not to use such materials and no Job Order was issued, Contractor shall not be entitled to any compensation by Owner for any expenses incurred by Contractor for the preparation or development of any of said materials, which includes any and all general overhead costs for preparation of the materials.

VI. MATERIAL AND WORKMANSHIP

6.1 All equipment, material, and articles incorporated in the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Job Order. References in the Job Order and/or its specifications to equipment, material, article, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

6.2 Contractor shall obtain Owner's prior written approval of the machinery and mechanical and other equipment to be incorporated into the Work. When requesting approval, Contractor shall furnish to Owner in writing the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by the Contract or by Owner, Contractor shall also obtain Owner's written approval of the material or articles which Contractor contemplates incorporating into the Work. When requesting approval, Job Order Contractor shall provide full information concerning the material or articles. Machinery, equipment, material and articles that do not have the required prior approval by Owner shall be installed or used at the Contractor's risk of subsequent rejection and Owner shall not be liable for any costs incurred by Contractor for said Machinery, equipment, material, articles.

VII. CONTRACTOR'S GENERAL RESPONSIBILITIES

7.1 **In General:** Contractor agrees to provide general and specific job order contracting services on a per-project basis as requested by Owner in accordance with the terms of this Contract. Contractor shall furnish all of the materials and perform all of the Work described in a Job Order. Contractor shall do everything required by this Contract, the Job Order and any other requirements incorporated into this agreement or a specific Job Order by reference.

7.2 **Project Manager:** Contractor shall manage and provide all labor and material necessary and reasonably inferable for the complete performance of the Work on any project and/or Job Order authorized pursuant to this Contract.

7.3 **Standard of Care:** Contractor agrees to use commercially reasonable best efforts, skill, judgment, and abilities to perform the Work detailed in the Job Order in an expeditious and timely manner. Contractor shall at all times provide a sufficient number of qualified, skilled personnel, who shall be supervised by Contractor, to accomplish the Work within the time limits set forth in the Job Order. Contractor shall also be responsible for all damages to persons or property that occur as a result of Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. All Work under the Contract shall be performed in a skillful and workmanlike manner. Contractor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract and all Word detailed in a Job Order. Unless otherwise specified in a Job Order, Contractor shall be responsible for any required testing of materials prior to incorporation into the Work.

7.4 **Compliance with Laws:** Contractor shall comply with all applicable federal, state, and local laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the project detailed in the Job Order. Contractor shall comply with all state and local building code requirements unless otherwise specifically detailed in the Job Order. Contractor is required to adhere to

all applicable local, state, and national design codes and requirements as well as Owner's construction design standards.

7.5 **Existing Conditions:** Contractor shall use commercially reasonable best efforts to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Contractor by Owner, or any other party, that Contractor uses for the Job Order.

7.6 **Correction of Work:** Contractor shall promptly correct any known or discovered error, omission, or other defect in the Work without any additional cost or expense to Owner.

7.7 **Phasing:** Contractor shall not proceed beyond any previously authorized phase of the Work for a project unless authorized by Owner in writing, except at the Contractor's own financial risk. Applicable phases of the scope of work shall be identified in the Job Order Proposal.

7.8 **Representative:** Contractor shall designate a representative primarily responsible for the Work under this Contract and a specific Job Order. The designated representative shall act on behalf of Contractor with respect to all phases of the Work and shall be available as required for the benefit of any Job Order and Owner. The designated representative shall not be changed without prior written approval of Owner, which approval shall not be unreasonably withheld.

7.9 **Documentation:** Contractor shall fully document its project activities, in drawings, reports or other methods as appropriate to the scope of work and as identified in the Job Order Proposal and/or Job Order. Unless otherwise stated in the Job Order or provided by Owner, Contractor shall bear the cost of providing all plans, specifications and other documents used by Contractor and its consultants. **Owner will reimburse Contractor for the actual, documented costs of construction permits required for the performance of the Work as specified in the Job Order.** Unless otherwise stated in the Job Order, Contractor shall secure and pay for all governmental fees, licenses, and inspections necessary for the proper execution and completion of the Work.

7.10 Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 (OSHA), all applicable state and local laws, ordinances, and regulations during the performance of the Work. Contractor shall indemnify Owner for fines, penalties, and corrective measures that result from the acts of commission or omission of Contractor, its subcontractors, if any, agents, employees, and assigns and its failure to comply with such safety rules and regulations.

7.11 In accordance with Texas Business & Commerce Code § 116.001, as soon as practicable after beginning construction of the project, Contractor shall visibly post the following information at the entrance to the construction site: (1) the name and contact information of the Contractor; and (2) a brief description of the project.

VIII. JOB ORDER PROCEDURES

8.1 Job Order Procedures

a. At Owner's discretion, Owner will submit a Job Order Proposal Request to Contractor for the individual project(s). This request will include, at a minimum, the following: project number, project title, name of Owner's project manager, Owner's customer point of contact, location, the project architect and/or engineer, if any, and a general description of the project. If a Job Order requires architectural or engineering services that constitute the practice of architecture or engineering within the meanings of the Texas Occupations Code, Owner shall select or designate an architect or engineer to prepare the construction documents for the project.

b. Upon receipt of the Job Order Proposal Request, Contractor shall promptly schedule a site

visit with the Owner's project manager. The site visit will be conducted at a mutually agreed upon time, normally not later than three (3) business days from the time of notification.

c. During the site visit, the following will be accomplished:
    1. Pre-construction site inspection
    2. Review and validate the description of work
    3. Develop draft detailed statement of work
    4. Mark-up existing drawings to show required work (when existing drawings are readily available)
    5. Discuss project with end-user customer, ensure proposed work meets their objectives
    6. Establish Contractor's due date for the Job Order Proposal

d. Contractor will keep adequate notes of the site visit, including a before picture, in color, of the conditions, and provide a copy to Owner following completion of the site visit.

e. Contractor shall submit Contractor's Job Order Proposal within three (3) business days of receipt of Owner's Job Order Proposal Request. Contractor's Job Order Proposal shall include the following:
    i. A narrative description of Contractor's understanding of the project's scope of work;
    ii. A description of particular phases of the scope of the work;
    iii. A cost proposal detailing:
        1. the cost of the 'pre-priced' items as taken from the unit price guide (The cost proposal for each Job Order should be based substantially on the use of pre-priced items);
        2. the cost of any 'non-pre-priced' items (The proposed cost of all non-pre-priced items in the cost proposal shall include all of Contractor's cost items otherwise included in the coefficient multiplier used for pre-priced items. No coefficient multiplier shall be applied to non-pre-priced items;
        3. any other costs that the Contactor intends to charge to the project (Note that other costs include extraordinary costs that are unique to a specific project and not generally or reasonably included in the coefficient multiplier; other costs may be added only if authorized or confirmed in writing by Owner. Other costs may be calculated as a lump sum for the Job Order or on a "not to exceed" basis.);
        4. a statement that all Contractor fees, overhead expenses and general conditions are included in the cost proposal; and
        5. a lump sum figure for performing the Work, if appropriate;
    iv. A description of all plans, specifications and other documents, including construction permits, to be used by Contractor in the performance of the Work;
    v. A proposed time schedule showing the sequence in which Contractor proposes to perform the Work and dates on which Contractor proposes to complete each phase of the scope of the work, including a proposed date to commence the Work and a proposed completion date of the Job Order.
    vi. If required by Owner, Contractor must submit a schedule chart, which may be a formal computerized schedule or a progress chart in a bar chart format of suitable scale to indicate appropriately the percentage of Work scheduled for completion by any given date during the period. The schedule chart, if required, must contain:
        a. A list of the different types of work activities or work elements.
        b. Show the logical dependencies (ties) to indicate what Work must be accomplished before other Work can begin.
        c. Include proposed start and completion dates or time frames for each work activity or work element.
        d. Calculate the "weighting" or relative worth each work activity or work element is of the total project either as a percentage or dollar amount.
        e. Proposed traffic control methods providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc.

vii. Contractor's designated representative primarily responsible for the Work;
viii. A list of all subcontractors who Contractor proposes to use in the performance of the Work;
ix. Any qualifications or conditions applicable to the Job Order Proposal; and

f. After Contractor's submission of its Job Order Proposal, Owner will review the Job Order Proposal and either proceed to issuance of a Job Order or schedule a time to review the Job Order Proposal with Contractor and negotiate any changes, clarifications or modifications.

g. Following the review of Contractor's Job Order Proposal, Owner shall issue Job Order in writing, in a form materially consistent with Attachment A hereto, incorporating any changes, clarifications or modifications to Contractor's Job Order Proposal made in the review process, and attaching the final Job Order Proposal as an exhibit.

h. Once issued, the Job Order is a not to exceed contract amount for the Job Order. No line item will be added to a Job Order because a line item was excluded by Contractor in Contractor's Job Order Proposal or draft or final Job Order; however, the Owner shall have no obligation to pay for goods or services contained in the Job Order Proposal that are not provided.

i. **Notice to Proceed:** If a Commence Date is not stated in the specific Job Order, Owner shall issue a written Notice to Proceed. The Notice to Proceed authorizes the Contractor to begin the Work identified in the Job Order on the date fixed in the Notice to Proceed. Upon the Commencement Date specified in the Job Order or Notice to Proceed, Contractor is fully responsible for the scheduling, quality control, safety, and all other aspects of the management of the project detailed in the Job Order. Owner may make periodic inspections of the job site to ensure compliance; however, quality control is ultimately the Contractor's responsibility.

j. **Quality Assurance/Quality Control Plan:** If requested by the Owner for a particular Job Order, Contractor shall submit, for Owner approval, a Quality Assurance/Quality Control Plan. This plan should address all aspects of quality control including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with the Owner's inspectors.

k. **Weekly Reports**: Contractor is required to submit weekly progress reports on each active Job Order electronically or in paper form to Owner at the end of each work week, which shall include a current schedule.

l. **Schedule**: Time is of the essence in rendering the services hereunder. The Job Order shall include a time schedule for each phase of the Work for the Job Order, and Contractor agrees to perform all obligations and render services in accordance with the schedule(s) established in the Job Order. In emergency or non-standard situations, Owner may require Contractor to complete a Job Order on an expedited basis. All Job Orders are to be completed within the timelines agreed to by Owner and Contractor as detailed in the Job Order. If Contractor falls behind the schedule detailed in the Job Order, Contractor shall take steps necessary to improve its progress, including those that may be reasonably required by Owner. Without additional cost to Owner, Owner may require Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant or equipment, and to submit for approval any supplementary schedule or schedules in chart form as Owner deems necessary to demonstrate how the approved rate of progress will be regained.

m. **Emergency Work:** Contractor will give top priority to any emergency work Owner may have and will allocate all resources necessary to accomplish such work in accordance with

Owner's schedule requirements.

IX. OWNER'S RESPONSIBILITIES

9.1 **Representative:** Owner designates the Executive Director of Facilities or his/her designee as its representative authorized to act in Owner's behalf with respect to the Job Order(s). Contractor shall coordinate its work solely through the designated representative.

9.2 **Special Information:** Unless otherwise detailed herein or in the Job Order, Owner shall furnish available any relevant property, boundary, easement, right-of-way, topographic and utility surveys; plans and specifications; and other special data and conditions relevant to the project. Owner makes no warranties or representations as to the accuracy or suitability of information provided to Contractor by Owner or by others.

9.3 **Entry on Land:** Owner shall assist Contractor in gaining entry to Owner's property as necessary for Contractor to perform its services under this Contract.

9.4 **Review of Work:** Owner will review the Work in progress as appropriate. At the completion of the Job Order, Owner (or Owner's Architect/Engineer, if any) shall do a walk through to ensure that the Work is completed in accordance with the Job Order. Owner will notify Contractor in writing of any material error or omission or other defect in the Work or any conflict in the contract documents that Owner becomes aware of, but Owner shall have no obligation or duty to investigate whether such faults, defects, or conflicts exist.

9.6 **Time for Response:** Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Contractor's services and of the Work.

X. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

10.1 Contractor's acceptance of a Job Order entered into pursuant to this Contract shall constitute Contractor's acknowledgement that Contractor has taken steps reasonably necessary to ascertain the nature and location of the Work for the specific Job Order, and that Contractor has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:

a. Conditions bearing upon transportation, disposal, handling, and storage of materials;
b. The availability of labor, water, electric power, and roads;
c. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
d. The conformation and conditions of the ground; and
e. The character of equipment and facilities needed preliminary to and during work performance.

10.2 Contractor's acceptance of a Job Order entered into pursuant to this Contract shall constitute Contractor's acknowledgement that Contractor has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Owner, as well as from the drawings and specifications made a part of this Contract.

10.3 **Owner Furnished Utilities:** Owner shall provide, at no cost to Contractor, wet and dry utilities and toilet facilities that are existing and available at each site for Work performed under the Job Order. If utilities and/or toilet facilities are not existing and available, the costs for such shall be included in the Job Order Proposal. It is the responsibility of Contractor to determine the extent to which existing Owner utilities are adequate for the needs of the Job Order.

10.4 **Asbestos Certification Statement**: If required by Owner, Contractor shall provide a certification

statement for each Job Order, stating that no asbestos-containing materials or work is included within the scope of the Job Order. If required by Owner, Contractor shall provide, at completion of the Job Order, a notarized affidavit to Owner stating that no asbestos-containing materials or work was provided, installed, furnished or added to the project.

10.5 If required, Owner shall provide a survey in accordance with the Texas Asbestos Health Protection Rules prior to the commencement date of the Job Order. Contractor shall take whatever measures he deems necessary to insure that all employees, suppliers, fabricators, material men, subcontractors, or their assigns, comply with this requirement. All materials used on a Job Order shall be certified as non-Asbestos Containing Building Materials (ACBM). Contractor shall insure compliance with the following acts from Contractor and all of Contractor's subcontractors and assigns:

a. Asbestos Hazard Emergency Response Act (AHERA—40 CFR 763-99 (7));
b. National Emission Standards for Hazardous Air Pollutants (NESHAP—EPA 40 CFR 61, National Emission Standard for Asbestos;
c. Texas Asbestos Health Protection Rules (TAHRP—Tex. Admin. Code Title 25, Part 1, Ch. 295C, Asbestos Health Protection

Every subcontractor shall provide a notarized statement that no ACBM has been used, provided, or left on a Job Order. Contractor shall provide, in hard copy and electronic form, all necessary material safety data sheets (MSDS) of all products used in the Job Order to the Texas Department of Health licensed inspector or Owner's architect or engineer, if any, who will compile the information from the MSDS and, finding no asbestos in any of the product, make a certification statement.

10.6 **Differing Site Conditions**: Contractor shall promptly, and before the conditions are disturbed, give a written notice to Owner of:

a. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or

b. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

10.7 **Investigation by Owner**: Owner shall investigate the site conditions promptly after receiving the notice. If the conditions do materially differ and cause an increase or decrease in Contractor's cost or the time required for performing any part of the Work, an equitable adjustment shall be made and the Job Order modified in writing accordingly.

10.8 **Equitable Adjustment**: No request by Contractor for an equitable adjustment to the Job Order under this Article shall be allowed unless Contractor has given the written notice required. No request by Contractor for an equitable adjustment to the Job Order for differing site conditions shall be allowed if made after final payment under such Job Order.

XI. INSPECTION OF CONSTRUCTION AND OWNER'S ACCEPTANCE OF WORK

11.1 **Contractor Inspection System**: Contractor shall maintain an adequate inspection system and perform such inspections as well as ensure that the Work called for conforms to the Job Order. Contractor shall maintain complete inspection records and make them available to Owner. All work is subject to inspection and testing by Owner at all places and at all reasonable times before final acceptance of the Work to ensure strict compliance with the terms of the Contract and the Job Order.

11.2 **Owner's Satisfaction:** All Work performed under this Contract shall be completed to the satisfaction of Owner's representative assigned to the Job Order. Owner's representative shall decide all questions regarding Contractor's performance under the Contract and Job Order, and such decisions shall

be final and conclusive.

11.3 **Non-Conformance**: Contractor shall, without charge, replace or correct Work found by Owner not to conform to a Job Order's requirements, unless Owner consents, in writing, to accept the Work with an appropriate adjustment in contract price. Contractor shall promptly segregate and remove rejected material from the premises, if required by Owner.

11.4 **Failure to Conform**: If Contractor does not promptly replace or correct rejected Work, Owner may:

a. By contract or otherwise, replace or correct the Work and charge the cost to Contractor, and/or
b. Terminate the Contractor for default upon seven (7) days written notice.

11.5 **Liability:** Owner's approval or acceptance of Contractor's Work shall not release Contractor from any liability for any defects in the Work.

11.6 Owner inspections and tests, if any, are for the sole benefit of Owner and do not:
a. Relieve Contractor of responsibility for providing adequate quality control measures;
b. Relieve Contractor of responsibility for damage to or loss of the material before acceptance;
c. Constitute or imply acceptance; or
d. Affect the continuing rights of Owner after acceptance of the complete work.

11.7 The presence or absence of an inspector does not relieve Contractor from any Contract or Job Order requirement, nor is the inspector authorized to change any term or condition of the Job Order without Owner's written authorization.

11.8 Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge to Contractor any additional cost of inspection or test when Work is not ready at the time specified by Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. Owner shall perform all inspections and tests in a manner that will not unnecessarily delay the Work. Special, full size and performance tests shall be performed as described in the Job Order.

11.9 If, before acceptance of the entire Work, Owner decides to examine already-completed Work by removing it or tearing it out, Contractor, on request, shall promptly furnish all necessary facilities, labor, and material for this task. If the Work is found to be defective or nonconforming in any material respect due to the fault of Contractor or its Subcontractors, Contractor shall bear the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet requirements, Owner shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of the period of time for performance.

11.10 Substantial Completion means the date on which the Work, or an agreed-upon portion of the Work, is sufficiently complete so that Owner can occupy and use the Work or a portion thereof for its intended purposes. Unless otherwise specified in the Job Order, Owner shall accept, as promptly as practicable after completion and inspection, all Work required by the Job Order or that portion of the Work Owner determines can be accepted separately. Acceptance shall be final and conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or Owner's rights under any warranty or guarantee.

11.11 **Use and Possession Prior to Completion:** Owner shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any work, Owner shall furnish Contractor a list of items of work remaining to be performed or corrected on

those portions of the Work that Owner intends to take possession of or use. However, failure of Owner to list any item of work shall not relieve Contractor of responsibility for complying with the terms of this Contract or the Job Order. Owner possession or use shall not be deemed an acceptance of any work under this Contract. While Owner has such possession or use, Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from Owner's possession or use. If prior possession or use by Owner delays the progress of the Work or causes additional expense to Contractor, and such expenses or delays are adequately documented and substantiated by Contractor, an equitable adjustment shall be made in the Job Order price and/or the period of performance, and the Job Order shall be modified in writing accordingly.

11.12 **Close-Out Documentation:** Contractor shall provide the following as part of the close-out documentation:

a. An electronic file of all documentation specific to every job order project shall be submitted with close-out documents.
b. All forms below must be included with the final payment documentation of the project, as applicable:
    1) Owner's Manual(s)
    2) MSDS
    3) Submittals (Ex: Paint colors, carpet, equipment, supplies, and etc.)
    4) Warranties
    5) Conditional Lien Release
    6) Copies of all applicable permits, licenses, and/or other regulatory documents.

c. Contractor shall be required to submit any / all additional documentation that is related to any project upon request by the Director of Maintenance.

XII. PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES AND IMPROVEMENTS; TRAFFIC CONTROL

12.1 **Preservation**: Contractor shall preserve and protect all structures, equipment and vegetation (such as trees, shrubs, and grass) on or adjacent to the Job Order site, which is not to be removed and which does not unreasonably interfere with the Work required under the Job Order. Contractor shall **only remove trees when specifically authorized by Owner to do so**, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance by the operation of equipment, or by workmen, Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree pruning compound as directed by Owner.

12.2 **Existing Improvements**: Contractor shall protect from damage all existing improvements and utilities at or near the Job Order site and on adjacent property of third parties, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of this Contract or the Job Order or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary repair work performed and charge the cost to Contractor.

12.3 **Traffic Control:** Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order. Proposed traffic control methods and costs shall be submitted to Owner for approval in Contractor's Job Order Proposal.

XIII. CLEANING UP AND REFUSE DISPOSAL

13.1 Contractor shall at all times keep the Job Order site, including storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Owner. Upon completing the Work, Contractor shall leave the site in a clean and orderly condition satisfactory to Owner.

Contractor shall be responsible and liable for all construction refuse disposal containers and their removal from the site. Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by Owner unless Owner requires Contractor to dispose of the materials, in which case, an equitable adjustment in the price will be negotiated and agreed upon. Contractor shall not use Owner's trash containers for any reason.

XIV. WARRANTY OF CONSTRUCTION

14.1 **Warranty**: In addition to any other warranties specified in any Job Orders, Contractor warrants, for the maximum period allowed by law, and except as otherwise specifically provided herein, that Work performed conforms to the Job Order and is free of any defect in equipment, material or design furnished, or workmanship performed by Contractor or any of its subcontractors or suppliers at any tier. The Contractor shall be obligated to repair or replace any defective or non-conforming Work for a period of one (1) year from the date of final acceptance of the Work. If Owner takes possession of any part of the Work before final acceptance, this one (1) year correction period shall continue for a period of one (1) year from the date possession is taken.

14.2 **Non-Conformance**: Contractor shall remedy, at Contractor's sole expense, any failure of the Work to conform to the Job Order, or any construction defect occurring during the warranty period. In addition, the Contractor shall remedy, at Contractor's expense, any damage to Owner's real or personal property, when that damage is the result of:

a. Contractor's failure to conform to requirements in this Contract or the Job Order; or
b. Any defect of equipment, material, workmanship, or design furnished by the Contractor.

If Contractor, after notice, fails to proceed promptly and remedy the problem within thirty (30) calendar days or within another period of time which has been agreed to in writing, in compliance with the terms of the warranty, Owner may have the defects corrected and the Contractor and its surety shall be liable for all expenses incurred.

14.3 **Restoration**: Contractor shall restore any work damaged in fulfilling the terms and conditions of this Section. Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement. Owner shall notify Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. If Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, Owner shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Contractor's expense, and Contractor shall be liable to owner for any damages sustained by Owner as a result of the failure, defect, or damage.

14.4 **Third-Party Warranties:** With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished for Job Orders issued under this Contract, Contractor shall:

a. Obtain all warranties required by the Job Order;
b. Require all warranties to be executed, in writing, for the benefit of Owner; and
c. Enforce all warranties for the benefit of Owner;

14.5 **Warranty Expiration**: In the event Contractor's warranty under paragraph 14.1 of this Article has expired, Owner may bring suit to enforce a subcontractor's, manufacturers, or supplier's warranty.

14.6 **Owner Liability**: Unless a defect is caused by the negligence or intentional act or failure to act of Contractor or subcontractor or supplier at any tier, Contractor shall not be liable for the repair of any defects of material or design furnished by Owner or for the repair of any damage which results from any defect in Owner-furnished material or design. Contractor is not responsible for and does not warranty pre-existing work or facilities that may be assigned to Contractor except as stated in the Job Order.

14.7 This warranty shall not limit Owner's rights under this Contract and/or applicable law with respect

to latent defects, gross mistakes, breach of contract or fraud.

XV. PAYMENT

15.1 **Compensation**: Costs for equipment, material, and labor shall be in accordance with the Contract. Owner shall pay Contractor for Work performed on Job Orders authorized by Owner in writing, subject to allowable additions and deductions. Owner shall pay all unpaid and undisputed amounts due Contractor under this Contract within forty-five (45) days of receipt of invoice. Undisputed amounts unpaid after the date on which payment is due shall bear interest pursuant to Texas Government Code Section 2251.025Owner shall notify Contractor of an error or disputed amount in an invoice submitted for payment by Contractor no later than the 21st day after the date Owner receives the invoice and shall include in such notice a detailed statement of the amount of the invoice that is disputed, in accordance with Texas Government Code Section 2251.042(a). If Work or any portion thereof has not met the satisfactory approval of Owner's Representative, current and future payments shall not be made until both parties agree that the Work or the portion thereof has been completed in a satisfactory manner or the Work is acceptable; notwithstanding the foregoing, Owner may withhold from payments required no more than 110% of the disputed amount. Notwithstanding any provision herein to the contrary, no payment of amounts owed hereunder shall be considered past due or not paid when due except in accordance with Section 2251.021 of the Texas Government Code.

15.2 **Progress Payments**: If required by the Job Order, Owner shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by Owner, on estimates of Work completed submitted by Contractor and approved in writing by Owner. Contractor shall use an acceptable invoice form and shall include supporting documents to reflect a written breakdown of the total price showing the amount included therein for each principal category of the Work, in such detail as requested, to provide a basis for determining progress payments. In the estimation of Work completed, Owner will authorize payment for material delivered on the site and preparatory work done if Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

15.3 **Application for Payment:** With each Application for Payment, Contractor must attach/detail the following information:

(1) Defective Work not remedied.
(2) Legal claims filed against Contractor or reasonable evidence indicating probable filing of claims;
(3) Failure of Contractor to make payments properly to any subcontractor or supplier for material or labor;
(4) A reasonable doubt that the Job Order can be completed for the unpaid Job Order balance; and
(5) Damage to another contractor.

15.4 **Payment Retention**: In the processing of progress payments, Owner shall retain a percentage of the estimated amount until final completion and acceptance of all Work performed under the Job Order as retainage as follows: if the Job Order is valued at less than $5 million, Owner shall retain ten percent (10%); if the Job Order is valued at $5 million or more, Owner shall retain five percent (5%). Retention applicable to each Job Order shall be released within thirty (30) days after final completion of the Job Order and acceptance of the Work under the Job Order. Per Tex. Gov't Code Section 2252.032(f), on application to Owner for final payment and release of retainage, Owner may withhold retainage if there is a bona fide dispute between Owner and the Contractor and the reason for the dispute is that labor, services, or materials provided by the Contractor, or by a person under the direction or control of the Contractor, failed to comply with the express terms of the Contract or if the surety on any outstanding surety bond executed for the Contract does not agree to the release of retainage. Owner shall provide to Contractor written notice of the basis on which Owner is withholding retainage under this section.

15.5 **Liquidated Damages**: Contractor is expected to complete each Job Order on a timely basis.

Liquidated damages may be assessed at Owner's option for Contractor's failure to timely complete each Job Order and/or phase of the scope of work detailed in a Job Order. Owner may withhold as liquidated damages, or require Contractor to pay a "per day" amount, to be set forth in the Job Order, as liquidated damages for any Work not completed by the completion day set forth in the Job Order. These liquidated damages are not a penalty but are compensation to Owner for additional expenses incurred and inconvenience caused by Contractor's failure to allow Owner to receive the premises at the designated time of completion. Execution of this Contract under these specifications shall constitute the agreement by Owner and Contractor that the liquidated damages amounts stated in the Job Order are the minimum value of the costs and actual and direct damages caused by failure of Contractor to complete the Work within the allotted or agreed extended times of completion (including Substantial or Final Completion), that such sums are liquidated direct damages and as all not be constructed to be as a penalty, and that such sums may be deducted from payments due Contractor if such delay occurs. Liquidated damages shall be in addition to, and not in lieu of, any other rights or remedies Owner may have against Contractor for failure to timely achieve each Job Order and/pr phase of the scope of work.

15.6 **Right of Setoff**: In addition to all other rights and remedies that Owner may have, Owner shall have the right to setoff, against any and all amounts due to Contractor by Owner, whether due under this Contract or any other agreement between Owner (including any division of Owner) and Contractor, any sums for which Owner is entitled to under this Contract, as determined by Owner in its sole discretion, including, without limitation, sums due by Contractor to Owner as a result of indemnification obligations, warranty claims, and/or HCDE/Choice Partners Administrative Fee(s), as applicable.

XVI. TERMINATION FOR CONVENIENCE OF OWNER

16.1 **Termination**: Owner may, with or without cause, terminate performance of the Work under this Contract or any Job Order in whole or, from time to time, in part, if Owner determines that termination is in Owner's interest. Owner shall effect such termination by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date.

16.2 After receipt of a Notice of Termination, and except as directed by Owner, Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Article:

a. Stop work as specified in the notice;

b. Place no further subcontracts or orders (referred to as subcontracts in this Article) for materials, services or facilities, except as necessary to complete any Work not terminated;

c. Assign to Owner, as directed by Owner, all right, title, and interest of Contractor under the subcontracts to the extent they relate to the Work terminated, in which case Owner shall have the right to settle or to pay any termination settlement proposal arising out of those terminations, or with approval or ratification to the extent required by Owner, Contractor shall settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the approval or ratification of which will be final for purposes of this Section;

d. As directed by Owner, transfer title and deliver to Owner:

   i. The fabricated or un-fabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated, and

   ii. The completed or partially completed plans, drawings, information, and other property that, if the Contract and/or Job Order had been completed, would be required to be furnished to Owner;

e. Complete performance of the Work not terminated;

f. Take any action that may be necessary, or that Owner may direct, for the protection and preservation of the property related to this Contract and/or the Job Order that is in the possession of Contractor and in which Owner has or may acquire an interest;

g. Use its best efforts to sell, as directed or authorized by Owner, any property of the types referred to in paragraph 16.2(c) above; provided, however, that Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and at prices approved by, Owner. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Owner under the Contract and/or Job Order, credited to the price or cost of the Work, or paid in any other manner directed by Owner.

XVII. DEFAULT

17.1 **Termination of Right to Proceed**: If Owner determines that Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Job Order, or fails to complete the Work within this time, Owner may terminate the Contractor's right to proceed with the Work (or separable part of the Work), upon seven (7) calendar days' written notice to the Contractor. In this event, Owner may take over the Work and complete it by contract or otherwise and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work.

Contractor's right to proceed shall not be terminated under this Section, if:

a. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include:

i. acts of God or of the public enemy,

ii. acts of Owner in its contractual capacity,

iii. acts of another Contractor in the performance of a written Contract with Owner,

iv. fires,

v. floods,

vi. epidemics,

vii. quarantine restrictions,

viii. strikes,

ix. freight embargoes, or

x. unusually severe weather

b. Contractor, within seven (7) calendar days from the beginning of any such delay (unless extended by Owner), shall notify Owner in writing of the causes of delay. Owner shall ascertain the facts and the extent of delay. If, in the judgment of Owner, the findings of fact warrant such action, the time for completing the Work under the Job Order shall be extended.

If, after termination of Contractor's right to proceed, it is determined that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Owner. The rights and remedies of Owner in this Article are in addition to any other rights and remedies provided by law or under this Contract.

17.2 **Termination for Default:** In the event Contractor fails to carry out or comply with any of the terms and conditions of this Contract or any Job Order, Owner may notify Contractor of such failure or

default in writing and demand that the failure or default be remedied within seven (7) calendar days; in the event Contractor fails to remedy such failure or default within seven (7) day period, Owner shall have the right to terminate this Contract and/or any Job Order. Without limiting the foregoing, the following shall constitute a material breach by Contractor, upon the occurrence of which Contractor shall immediately notify Owner: Contractor: (i) ceases its business operations; (ii) makes a general assignment for the benefit of creditors; (iii) is adjudged bankrupt; or (iv) becomes insolvent.

17.3 **Effect of Termination:** Termination of this Contract or any Job Order under any circumstances whatsoever shall not effect or relieve Contractor from any obligation or liability that may have been incurred or will be incurred, and such termination by Owner shall not limit any other right or remedy available to Owner at law or in equity.

XVIII. CANCELLATION FOR CONFLICT OF INTEREST

18.1 Pursuant to applicable law, Owner may cancel this Contract, without penalty or further obligation to Contractor, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the Owner was at any time while this Contract or extension of this Contract is in effect, an employee or agent of any other party to this Contract in any capacity or consultant to any other party of this Contract. A cancellation made pursuant to this provision shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

XIX. INSURANCE

19.1 Contractor shall purchase and maintain in effect during the term of this Contract insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Contractor from claims which may arise out of or result from Contractor's operations whether such operations are performed by Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

a. WORKERS' COMPENSATION INSURANCE providing statutory benefits in accordance with the laws of the State of Texas or any federal statutes as may be applicable to the Work being performed under this Contract.

b. EMPLOYER'S LIABILITY INSURANCE with limits of liability not less than:

$1,000,000	Each Accident
$1,000,000	Policy Limits
$1,000,000	Each Employee

c. COMMERCIAL GENERAL LIABILITY INSURANCE including products/Completed Operations and Contractual Liability with limits of liability not less than:

Occurrence / Personal Injury / Advertising /	
$1,000,000 CSL	Products / Completed Operations
$2,000,000 CSL	Annual Aggregate
$2,000,000 CSL	Products Aggregate
$1,000,000 CSL	Fire, Lightning or Explosion
$5,000 Per Person	Medical Expense

d. AUTOMOBILE LIABILITY INSURANCE covering all owned, hired and non- owned motor vehicles used in connection with the Work being performed under this Contract with limits of liability not less than:

$1,000,000	Bodily Injury / Property Damage

19.2 Such insurance as is provided herein shall be primary and non-contributing with any other valid

and collectible insurance available to Owner.

19.3 All policies providing Contractor's insurance as required in paragraph 19.1 above shall be endorsed to provide the following:

a. Ninety (90) days written notice of cancellation or non-renewal given to Owner at the address designated in Section 23.

b. Owner be named as Additional Insured on all policies except Workers Compensation (Prohibited by Law).

c. Waiver of Subrogation added by endorsement on all policies.

19.4 The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. In no event, however, shall the total limits of liability available for any one occurrence or accident be less that the amount(s) required above.

19.5 Proof of compliance with these insurance requirements shall be furnished to Owner in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company(ies) upon execution of this Contract. Renewal or replacement certificates shall be furnished to Owner not less than twenty-one (21) days prior to the expiration or termination date of the applicable policy(ies). If Contractor fails to maintain the required amounts of insurance or allows the policies to lapse or expire during the term of the Contract, Owner may purchase said insurance and deduct the cost of obtaining the insurance from Contractor’s contract sum.

19.6 Contractor shall require any and all subcontractors performing Work under this Contract to carry insurance of the types and with limits of liability as Contractor shall deem appropriate and adequate for the Work being performed. Contractor shall obtain and make available for inspection by Owner upon request current certificates of insurance evidencing insurance coverage carried by such subcontractors.

19.7 Mail the original certificate of insurance to:

Harris County Department of Education
Attn: Executive Director of Facilities
6300 Irvington Boulevard
Houston, Texas 77022

XX. CHANGES

20.1 Owner may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of a Job Order, including changes:

a. In the specifications (including drawings and designs);

b. In Owner-furnished facilities, equipment, materials, services, or site; or

c. Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

20.2 Any other written order (which, as used in this paragraph, includes direction, instruction, interpretation, or determination) from Owner that causes a change shall be treated as a change order under this Article; provided, that Contractor gives Owner timely written notice stating the date, circumstances, and source of the order and that Contractor regards the order as a change order.

20.3 Except as provided in this Article, no order, statement, or conduct of Owner shall be treated

as a change under this Article or entitle Contractor to an equitable adjustment hereunder.

20.4 Contractor must submit any proposal under this Article within thirty (30) calendar days after:

a. Receipt of a written change order under Paragraph 20.1 above or;

b. The furnishing of a written notice under Paragraph 20.2 above,

by submitting to Owner a written statement describing the general nature and amount of the proposal, unless this period is extended by Owner. The statement of proposal for adjustment may be included in the notice under Paragraph 20.2 above.

20.5 No proposal by Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Job Order.

XXI. PAYMENT AND PERFORMANCE BONDS

21.1 Payment Bond:

Contractor shall furnish a Payment Bond in the amount equal to one hundred percent (100%) of the contract amount if the Job Order is in excess of $25,000.

21.2 Performance Bond:

Contractor shall furnish a Performance Bond in the amount equal to one hundred percent (100%) of the Job Order amount if the Job Order is in excess of $100,000.00. The bonds must be executed by a corporate surety authorized to do business in Texas and licensed in Texas to issue surety bonds, and must be executed by a surety company that is authorized and admitted to write surety bonds in Texas. If the amount of the bond exceeds $100,000.00, the surety must:

(a) Hold a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or

(b) Have obtained reinsurance for any liability in excess of $100,000.00 from a reinsurer that is authorized and admitted as a reinsurer in Texas and is the holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

21.3 The Performance and/or Payment Bonds must be submitted to Owner before commencement of any work. The bonds must be made payable to Owner.

XXII. PREVAILING WAGE RATES

22.1 Contractor shall comply with, and ensure each subcontractor complies with, all applicable laws regarding prevailing wage rates, including, but not limited to, Chapter 2258 of the Texas Government Code and any related federal requirements applicable to a Job Order. Contractor and all subcontractors shall comply with all state and federal laws including, but not limited to, laws of labor, minimum wage, safety, and equal employment opportunity. Contractor and all subcontractors must pay not less than the general prevailing wage rate plus any applicable fringe benefits. Contractor shall pay not less than the wage scale of the various classes of labor as detailed in the prevailing wage schedule detailed in Attachment B.

XXIII. MISCELLANEOUS PROVISIONS

23.1 **Independent Contractor:** Contractor acknowledges that it is engaged as an independent contractor and that Owner shall have no responsibility to provide Contractor or its employees with transportation, insurance or other fringe benefits normally associated with employee status. Contractor is

responsible for all income taxes required by applicable law. It is the intention of the parties that Contractor is independent of Owner and is not an employee, agent, joint venture, or partner of Owner. Contractor acknowledges that Owner has no responsibility for any conduct of any Contractor's employees, agents, representatives, contractors, or subcontractors.

23.2 **Confidentiality:** Contractor shall treat any information supplied by Owner or information pertaining to Owner as confidential and shall not disclose any such information to others except as necessary for the performance of this Contract or a Job Order or as authorized by Owner in writing or except when required by law.

23.3 **Successors and Assigns:** Owner and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the terms and conditions of this Contract. This Contract is a personal service contract for the services of Contractor, and Contractor's interest in this Contract, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party without written consent of Owner. The benefits and burdens of this Contract are, however, assignable by Owner.

23.4 **Loss of Funding:** Performance by Owner under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Owner's Board of Trustees. If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Owner shall issue written notice to Contractor and Owner may terminate this Contract without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Owner. The parties agree that this Contract and any Job Order issued by Owner are commitments of Owner's current revenue only. Every payment obligation of Owner under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract or any Job Order, this Contract or any Job Order may be terminated by Owner at the end of the period for which funds are available.

23.5 **Open Records:** Contractor acknowledges that Owner is subject to the Texas Public Information Act, and Contractor waives any claim against and releases from liability Owner, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by Contractor or Owner and determined by Owner, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

23.6 **Franchise Tax Certification:** A corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any franchise taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

23.7 **Taxes:** Owner is tax exempt, and Contractor shall avail itself of all tax exemptions applicable to Contractor's work or expenses. Owner shall provide a tax exemption certificate to Contractor upon Contractor's request. Owner shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.

23.8 **Captions:** The captions of paragraphs in this Contract are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

23.9 **Severability:** Should any provisions(s) of this Contract be held invalid or unenforceable in any respect, that provision shall not affect any other provisions, and this Contract shall be construed as if the invalid or unenforceable provision(s) had not been included.

23.10 **Waivers:** No delay or omission by either party in exercising any right or power provided under

the provisions of this Contract shall impair any such right or power or be construed to be a waiver of the right or power. A written waiver granted by either of the parties of any provision of this Contract shall not be construed as a future waiver of that provision or a waiver of any other provision of the Contract.

23.11 **Force Majeure:** No party shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform under this Contract due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character.

23.12 **Governing Law and Venue:** This Contract shall be construed, interpreted and applied in accordance with the laws of the State of Texas without regard for choice of law principles. All obligations of the parties created hereunder are enforceable in Houston, Harris County, Texas, which shall be the exclusive venue for any dispute hereunder.

23.13 **Entire Contract:** This Contract, as defined herein, constitutes the sole and only agreement between the parties with respect to the services contracted for and supersedes any prior understandings, written or oral. No modification, alteration or waiver of this Contract or any of its provisions shall be effective unless in writing and signed by both parties. No course of prior dealings, no usage of trade, and no course of performance shall be used to modify, supplement or explain any terms used in this Contract.

23.14 **Financial Interest**: By signature hereon, Contractor certifies that no member of Owner's Board of Trustees has a financial interest, directly or indirectly, in the transaction that is the subject of this Contract.

23.15 **Authority to Act**: If Contractor is a corporation or a limited liability company, Contractor warrants, represents, and agrees that (1) it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization; (2) it is duly authorized and in good standing to conduct business in the State of Texas; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the individual executing this Contract on behalf of Contractor has been duly authorized to act for and bind Contractor.

23.16 **Records:** Records of expenses pertaining to additional services, services performed on the basis of a Worker Wage Rate or Monthly Salary Rate, or reimbursable expense, if allowed, shall be kept on the basis of generally accepted accounting principles and in accordance with cost accounting standards promulgated by the Federal Office of Management and Budget Cost Accounting Standards Board and shall be available for audit by Owner or Owner's authorized representative on reasonable notice.

23.17 **Illegal Dumping:** Contractor shall ensure that it and all of its subcontractors prevent illegal dumping of litter in accordance with Title 5, Texas Health and Safety Code, Chapter 365.

23.18 **Interpretation:** Contractor agrees that the normal rules of construction that require that any ambiguities in the Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract or any Job Order.

23.19 **Modification:** This Contract may only be modified by a written instrument executed by the parties to be incorporated into this Contract.

23.20 **Assignment:** Contractor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of Owner. Any attempted assignment of this Contract by Contractor shall be null and void. Any Job Order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Contractor without the prior written approval of Owner.

23.21 **Immunity:** Nothing in this Contract will be construed to waive, modify, or amend any legal defense available to Owner or any of Owner's past or present trustees, officers, agents, or employees,

including, without limitation, governmental immunity from suit as provided by law.

XXIV. NOTICES

24.1 All notices, consents, approvals, demands, requests or other binding communications under this Contract shall be in writing. Written notice may delivered in person to the designated representative of the Contractor or Owner; mailed by U. S. mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective three business days after the date of mailing. Fax notices are deemed effective the next business day after faxing.

24.2 The initially designated representatives of the parties for receipt of notices are as follows. Either party may change their designated representative for receipt of notices by written notice.

24.2.1 If to OWNER:
Harris County Department of Education
Attn: Assistant Superintendent of Business Services
6300 Irvington Boulevard
Houston, Texas 77022

24.2.2 With Copies to:
Harris County Department of Education
Attn: Executive Director of Facilities
6300 Irvington Boulevard
Houston, Texas 77022

24.2.3 If to Contractor: **Blackmon Mooring of Texas, LLC**
10511 Kipp Way, #400
Houston, TX 77099
832-330-6813

XXV. OTHER CONTRACTS

25.1 Owner may undertake or award other contracts for additional work at or near the site of Work under this Contract or a Job Order. Contractor shall fully cooperate with the other contractors and with Owner's employees and shall carefully adapt scheduling and performing the Work under this Contract to accommodate the additional work, heeding any direction that may be provided by Owner. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Owner's employees.

25.2 Owner may award or enter into other contracts in its sole discretion, and nothing in this Contract may be construed to imply that Contractor has the exclusive right to provide job order contracting services to Owner.

XXVI. INDEMNIFICATION

26.1 **CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER, ITS AGENTS, EMPLOYEES, TRUSTEES AND OTHER OFFICERS FROM ANY AND ALL CLAIMS, LIABILITY, COSTS, SUITE OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES, OR DAMAGES ASSERTED AGAINST IT BY REASON OF THE INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, ITS AGENTS, SERVANTS, SUBCONTRACTORS, AND EMPLOYEES IN THE PERFORMANCE OF THE CONTRACT.**

XXVII. CONTRACT ORDER OF PRECEDENCE

27.1 In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

a. Contract Modifications, if any;

b. this Contract, including exhibits;

c. Job Orders;

d. Drawings;

e. Specifications;

f. The contract documents for Choice Partners Contract #**24/002TC-01**, including any addenda and attachments thereto;

g. Contractor's proposal submitted in response to the solicitation for Choice Partners Contract #**24/002TC-01**.

XXVIII. PARTY ANTITRUST VIOLATIONS

28.1 Contractor assigns to Owner any claim for overcharges, resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Contractor toward fulfillment of this Contract.

XXIX. AUDIT OF RECORDS

29.1 Pursuant to applicable laws, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books, documents and other records ("records") relating to this Contract for a period of five (5) years after completion of this Contract or any Job Order issued hereunder. This includes all books and other evidence bearing on Contractor's costs and expenses under this Contract or the Job Order. All records shall be subject to inspection and audit by the Owner at reasonable times, without cost to Owner. Upon request, Contractor shall produce the original of any or all such records. If approved by Owner, photographs, microphotographs or any authentic reproductions may be maintained instead of original records and documents. If an audit or a compliance review has been announced, Contractor shall retain its records and accounts until such audit or compliance review has been completed.

--- Signature page follows ---

IN WITNESS WHEREOF, Owner and Contractor have executed and delivered this Contract effective as of the date identified above.

OWNER

By: _____ _____
Jesus Amezcua, Ph.D., CPA, RTSBA Date
Assistant Superintendent of Business Services

CONTRACTOR

By: _____ 4/1/2025
Name: Robert Lain Date
Title: Vice President

ATTACHMENTS

The following Attachments are incorporated by reference for all purposes:

ATTACHMENT A: Job Order Form
ATTACHMENT B: Prevailing Wage Rates

ATTACHMENT A
JOB ORDER

This Job Order is subject to all terms and conditions of the Master Contract ("Master Contract") between Harris County Department of Education (Owner) and **Blackmon Mooring of Texas, LLC** (Job Order Contractor) dated **March 28, 2025** and shall become part of the Contract upon execution by Owner. This Job Order is issued in accordance with Choice Partners contract # **24/002TC-01** and Contractor's proposal submitted in response to the solicitation issued by HCDE/Choice Partners for Choice Partners contract # **24/002TC-01**. Any amendment or modification of this Job Order must be in writing and signed by both parties.

1. **Agreed Work**. The agreed Work shall include: **The proposed scope of work is intended to extract water from the affected areas from the water intrusion. 2nd floor office spaces and kitchen and 1st floor conference rooms.** If applicable, any additional agreed Work, technical specifications, and/or drawings shall be as set forth and listed in the Job Order Proposal attached hereto as Exhibit 1.

2. **Deadline for Performance**. Job Order Contractor shall complete performance of the Work specified herein on or before **August 31, 2025** The parties agree that the "per day" amount for Liquidated Damages, as defined in Master Contract, shall be $1,000.00. The Date of Commencement is: [X] the date on which both parties duly execute this Job Order or [ ] will be fixed in a Notice to Proceed issued by the Owner.

3. **Place of Performance**. Contractor shall perform the Work specified herein at the following location(s) **6005 Westview Dr., Houston, TX 77055**.

4. **Agreed Total Price**. The parties hereby agree that the Total Price for all Work under this Job Order is **$ 93,179.46**, as specified in the Job Order Proposal attached hereto as Exhibit 1. Services rendered in accordance with this Job Order shall be funded by **Facilities**. Payment for services rendered shall be allocated as follows: **100**% funded by **Facilities.**

5. **Bonding**. Pursuant to Section XXI of the Master Contract, Contractor shall furnish a Payment Bond in the amount equal to one hundred percent (100%) of the contract amount if the Job Order is in excess of $25,000 and shall furnish a Performance Bond in the amount equal to one hundred percent (100%) of the Job Order amount if the Job Order is in excess of $100,000.00.
   A Payment Bond [X] is required, [] is not required for this Job Order.
   A Performance Bond [ ] is required, [ ] is not required for this Job Order.

6. **Insurance**. Contractor shall provide certificate(s) of insurance as required by Section XIX of the Master Contract, evidencing that Contractor has purchased and maintained insurance of the types and with minimum limits of liability as stated in Section XIX of the Master Contract.

7. **Owner's Authorized Representative**. Owner's authorized representative for acceptance of any completed Work under this Job Order is: **John Prestigiacomo, Maintenance Director.**

AUTHORIZED AND ACCEPTED:

JOB ORDER CONTRACTOR/ Blackmon Mooring of Texas, LLC

By: _____ Date: 4/1/2025
Name: **Robert Lain** Title: **Vice President**

OWNER/HARRIS COUNTY DEPARTMENT OF EDUCATION

By: _____ Date: _____
Name: **Dr. Jesus Amezcua** Title: **Asst. Superintendent**

EXHIBIT A: Contractor's Job Order Proposal, dated **March 28, 2025**

ATTACHMENT B

OWNER'S ADOPTED PREVAILING WAGE RATES

Sec. 2258.021. Right to be Paid Prevailing Wage Rates.

(a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:
    (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
    (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
(b) Subsection (a) does not apply to maintenance work.
(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Sec. 2258.023. Prevailing Wage Rates to be paid by Contractor and Subcontractor; Penalty.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.
(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Sec. 2258.051. Duty of Public Body to Hear Complaints and Withhold Payment.

A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and
(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Prevailing Wage Rates – School Construction Trades

June 1, 2022

Texas Gulf Coast Area

CLASSIFICATION	2022 HOURLY RATE
ASBESTOS WORKER	$21.13
BRICKLAYER; MASON	$25.32
CARPENTER; CASEWORKER	$23.38
CARPET LAYER; FLOOR INSTALLER	$25.12
CONCRETE FINISHER	$23.40
DATA COMM/TELE COMM	$23.50
DRYWALL INSTALLER; CEILING INSTALLER	$26.65
ELECTRICIAN	$25.93
ELEVATOR MECHANIC	$28.80
FIREPROOFING INSTALLER	$22.25
GLAZIER	$22.30
HEAVY EQUIPMENT OPERATOR	$22.40
INSULATOR	$20.50
IRONWORKER	$25.50
LABORER, HELPER	$16.71
LATHERER; PLASTERER	$23.25
LIGHT EQUIPMENT OPERATOR	$20.50
METAL BUILDING ASSEMBLER	$21.10
MILLWRIGHT	$33.63
PAINTER; WALL COVERING INSTALLER	$19.60
PIPEFITTER	$26.97
PLUMBER	$26.71
ROOFER	$20.50
SHEET METAL WORKER	$19.90
SPRINKLER FITTER	$26.13
STEEL ERECTOR	$23.25
TERRAZZO WORKER	$23.50
TILE SETTER	$19.58
WATERPROOFER; CAULKER	$19.88

This document was developed by PBK Architects, Inc., in strict accordance with Chapter 2258 of the Texas Government Code.

Prevailing Wage Rates

Worker Classification Definition Sheet

CLASSIFICATION	DEFINITION
ASBESTOS WORKER	Worker who removes and disposes of asbestos materials.
BRICKLAYER; MASON	Craftsman who works with masonry products, stone, brick, block, or any material substituting those materials and accessories.
CARPENTER; CASEWORKER	Worker who build wood structures or structures of any material which has replaces wood. Includes rough and finish carpentry, hardware and trim.
CARPET LAYER; FLOOR INSTALLER	Worker who installs carpets and /or floor coverings, vinyl tile.
CONCRETE FINISHER	Worker who floats, trowels, and finishes concrete.
DATA COMM/TELE COMM	Worker who installs data/telephone and television cable and associate equipment and accessories.
DRYWALL; CEILING INSTALLER	Worker who installs metal framed walls and ceiling, drywall coverings, ceiling grids, and ceilings.
ELECTRICIAN	Skilled craftsman who installs or repairs electrical wiring and devices. Includes fire alarm systems and HVAC electrical controls.
ELEVATOR MECHANIC	Craftsman skilled in the installation and maintenance of elevators.
FIREPROOFING INSTALLER	Worker who sprays or applies fire proofing materials.
GLAZIER	Worker who installs glass, glazing, and glass framing.
HEAVY EQUIPMENT OPERATOR	Includes but not limited to: all CAT tractors, all derrick-powered, all power operated cranes, back-hoes, back-fillers, power operated shovels, winch trucks, and all trenching machines.
INSULATOR	Worker who applies, sprays, or installs insulation.
IRONWORKER	Skilled craftsman who erects structural steel framing, and installs structural concrete Rebar.
LABORER, HELPER	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials or tools, hauling, digging, clean up.
LATHERER; PLASTERER	Worker who installs metal framing and lath. Worker who applies plaster to lathing and installs associated accessories.
LIGHT EQUIPMENT OPERATOR	Includes but not limited to , air compressors, truck crane drivers, flex planes, building elevators, form graders, concrete mixers less than 14cf), conveyers.
METAL BUILDING ASSEMBLER	Worker who assembles pre-made metal buildings.
MILLWRIGHT	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts, and align pumps.
PAINTER; WALL COVERING INSTALLER	Worker who prepares wall surfaces and applies paint and/or wall coverings, tape, and bedding.
PIPEFITTER	Trained worker who installs piping systems, chilled water piping and hot water (boiler) piping, pneumatic tubing controls, chillers, boilers, and associated mechanical equipment.
PLUMBER	Skilled craftsman who installs domestic hot and cold water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
ROOFER	Worker who installs roofing materials, Bitumen (asphalt and coal tar) felts, flashings, all types of roofing membranes, and associated products.
SHEET METAL WORKER	Worker who installs sheet metal products, Roof metal, flashings and curbs, ductwork, mechanical equipment, and associated metals.
SPRINKLER FITTER	Worker who installs fire sprinklers systems and fire protectant equipment.
STEEL ERECTOR	Worker who erects and dismantles structural steel frames of buildings and other structures.
TERRAZZO WORKER	Craftsman who places and finishes Terrazzo
TILE SETTER	Worker who prepares wall and/or floor surfaces and applies ceramic tiles to these surfaces.
WATERPROOFER; CAULKER	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membranes, and liquid membranes, sprayed, rolled or brushed.

BMS CAT

RESTORE. REBUILD. RECOVER.

1.800.433.2940
www.bmscat.com

Harris County Department of Education
Attn: Accounts Payable
6005 Westview Dr
Houston, TX 77055

Invoice:	HOU-25-00361M-#####
Date:	03/28/2025
Terms:	**Net 21**

INVOICE

For restoration services rendered at your facility.

Harris County Department of Education

Labor	$	42,628.50
Materials		6,934.71
Equipment		29,703.86
Reimbursables		1,560.00
Reimbursables - Other		12,352.39
Subtotal	$	93,179.46
Sales Tax Exempt		0.00
TOTAL DUE AND PAYABLE	**$**	**93,179.46**

** - taxable classification*
^ - taxable on mark-up only

This invoice represents a progress billing and reflects only charges processed to date. Additional charges applicable to this billing, such as additional labor, subcontractor services, rental items, etc., will be processed in subsequent billings.

NOTE: any applicable taxes to be applied to future invoices

Pay Online at https://www.e-billexpress.com/ebpp/BMSCAT

Please note that payments via credit card will be subject to a processing fee up to the allowable charge based on state and local guidance.

ACH/EFT Payments:
Wells Fargo Bank, N.A.
ABA #: 121000248
Acct. Name: BMS Cat, LLC
Acct. #: 466-0574732

-or- Payment wire:
Wells Fargo Bank, N.A.
ABA #: 121000248
Acct. Name: BMS Cat, LLC
Acct. #: 466-0574732

-or- Remit payment to:
BMS Cat
Attn: A/R Department
5718 Airport Freeway
Haltom City, TX 76117

Please reference the invoice number on your payment document.

Regular Board Meeting **7. 3.**

Meeting Date:	April 16, 2025		
Title:	Change Order #1 to the AIA Contract with Durotech, Inc. to extend Completion date to 1##/##/## for the Admin. Building Reno		
Submitted For:	Michelle Williams, Facilities	**Submitted By:**	Laura Espinoza
Recommended Action:	Approve	**HCDE Goal(s):**	1. Impact education/respond to evolving needs 2. Deliver value responsibly
Additional Resource Personnel:	Joe Carreon	**Facilities/Technology Approval Needed?:**	Facilities

Information

Posted Agenda Item:

Consider approval of Change Order#1 with Durotech, Inc. (Job No. 23/010KJ) for Phase 1 Miscellaneous Building Improvements at 6300 Irvington Blvd. Houston, TX 77022 in the amount of $611,986 and delegate authority to the Superintendent or his designee to negotiate, finalize and execute the change order.

Subject:

Consider approval of Change Order#1 with Durotech, Inc. (Job No. 23/010KJ) for Phase 1 Miscellaneous Building Improvements at 6300 Irvington Blvd. Houston, TX 77022 in the amount of $611,986 and delegate authority to the Superintendent or his designee to negotiate, finalize and execute the change order.

Rationale:

Consider approval of Change Order#1 with Durotech, Inc. (Job No. 23/010KJ) for Phase 1 Miscellaneous Building Improvements at 6300 Irvington Blvd. Houston, TX 77022 in the amount of $611,986 and delegate authority to the Superintendent or his designee to negotiate, finalize and execute the change order.

Fiscal Impact

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

Attachments

CO#1

Form Review

Inbox	Reviewed By	Date
Purchasing		
Purchasing Director		
Assistant Superintendent - Business		
Form Started By: Laura Espinoza		Started On: 03/24/2025 03:21 PM

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)* HCDE Administration Builidng Renovations 6300 Irvington Houston, TX 77002	**CONTRACT INFORMATION:** Contract For: GMP Date: 01/19/2025	**CHANGE ORDER INFORMATION:** Change Order Number: 1 Date: 04/04/25
OWNER: *(Name and address)* Harris County Department of Education 6300 Irvington Houston, TX 77002	**ARCHITECT:** *(Name and address)* cre8 Architects 3815 Montrose Blvd Houston, TX 77006	**CONTRACTOR:** *(Name and address)* Durotech, Inc. 11931 Wickchester Lane, Suite 205 Houston, TX 77043

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
1.) This change is for miscellaneous building improvements including: RFP 044 Lecturns L1 Seminar Room, RFP 046 Ext Door & Hardware Replacement, RFP 056 Misc Site Building Improvements, RFP 058 Window Shades, RFP 060 New AV Screen at L1 Seminar Room, RFP 060 New AV Screens at L1 Seminar Rooms, RFP 061 Indeco FFE Chairs, RFP 061.1 New Fencing, RFP 062 Site Furnishings, RFP 063 Landscape & Irrigation, RFP 063.1 Add Shunt Trip at Elev Room, RFP 066 Repairs at L1 Terrazzo.

The original Contract Sum was	$	11,781,519.00
The net change by previously authorized Change Orders	$	0
The Contract Sum prior to this Change Order was	$	11,781,519.00
The Contract Sum will be increased by this Change Order in the amount of	$	611,985.51
The new Contract Sum including this Change Order will be	$	12,393,504.51

The Contract Time will be increased by Zero (97) days.
The new date of Substantial Completion will be 06/30/25

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
	Durotech, Inc	
SIGNATURE	SIGNATURE	SIGNATURE
	David Rocco	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE CEO	PRINTED NAME AND TITLE
DATE	DATE 4-4-2025	DATE

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User Notes: (3B9ADA3F)

HCDE Change Order #1

RFP #	Description	Cost
44	New Presentation Lecturns at L1 Seminar Rooms	$ 7,814.70
46	Exterior Door & Hardware Replacement	$ 95,109.00
56	Misc Building Improvements	$ 34,827.70
58	Window Shades at Ext Glazing L2 - L4	$ 50,020.00
60	AV Screens at L1 Seminar Rooms	$ 37,312.17
61	Indeco FFE L1 Chairs	$ 6,974.55
61.1	New Site Fencing	$ 30,534.00
62	Site Furnishings at Ext Employee Break Area	$ 10,428.00
63	Landscape & Irrigation	$ 17,866.96
66	Cleaning & Repairs at L1 Lobby Terrazzo	$ 23,740.00
67	Replace Disconnect & Add Shunt Trip at Elev Equip Rm	$ 73,274.43
	Allowance - Misc Ext Painting	$ 9,500.00
	Allowance - Replace Non-Working Ext Lighting	$ 12,000.00
	Allowance - HCDE Logo at Building Ext	$ 8,500.00
	Allowance - Contingnecy	$ 20,000.00
	General Conditions & CM Fee	$ 174,084.00
	CO#1 Total	$ 611,985.51

Indeco
Furniture Done Right

Proposal

Indeco - Houston
805 E. 4th Avenue
Belton, TX 76513
Phone: 1-800-692-4256

Order Number	14895
Date	01/07/2025
Customer PO No	
Customer Name	Harris County Dept of Education
Salesperson	Ariel Persaud
Project Number	
Terms	NET 30
Page	1 of 1

TO
Harris County Dept of Education
6300 Irvington Blvd
Houston, TX 77022

ATTN: AP
Email: accountspayable@hcde-texas.org

SHIP TO
Harris County Dept of Education
6300 Irvington Blvd
Houston, TX 77022

ATTN: Joe Carreon
Phone: 281-745-5489
Email: jcarreon@hcde-texas.org

Prepared for : Ariel Persaud

Line	Quantity	Description	Unit Price	Extended Amount
1	3.00 Each	KI TJLPS1922--/EMB-LAMG1-LAMGRD1STD-/LRY-/NPA-/FN-/SFN-/WLK-/C-/CBL-/MM1-/PMP-/FTFW Tributaire, Lectern,Pneumatic Height Adjustable,With Storage,19x22" /EMB:Multiplex edge LAMG1:Laminate Grade 1 LAMGRD1STD:Grade 1 KI standard laminates /LRY:RIVER CHERRY LAM 7937-38 /NPA:No polished appearance base /FN:Flannel /SFN:Flannel /WLK:With lock /C:Casters /CBL:Black casters /MM1:Module, Mini-Tap black (1) /PMP:Polyester felt modesty panel /FTFW:Fawn	2,332.05	6,996.15
2	1.00 Each	Indeco Freight Freight Freight	272.85	272.85
3	1.00 Each	Indeco Install Install Install	545.70	545.70
			Order Sub-Total :	$7,814.70
			TOTAL ORDER :	**$7,814.70**

Please review the quotation and notify us if any changes are needed. Pricing is valid for 30 days from date above.
Thank you for the opportunity to be of service!

Change Request

DUROTECH
BUILDERS OF INTEGRITY
11931 Wickchester Lane #205
Houston, TX 77043-6892
Phone: 281.558.6892

Owner : Harris County Board of Education Purchasing
6300 Irvington
Houston, TX 77022

Project: 22- 751- / HCDE Administration Building Renovatior
6300 Irvington Blvd
Houston, TX 77022

Submitted Date:

PCOType: PCO

Change Request # : 162 PCO-162 / RFP 046 - L1 Exterior Door Replacement

Item : 1 PCO-162 / RFP 046 - L1 Exterior Door Replacement

Phase	Description	Cost Type		Estimated Cost
080800- - -PC162	PCO-162 / (Door) RFP-046 - L1 Exterior Door Replacement	4	S	1,380.00

Item : 2 PCO-162 / RFP 046 - L1 Exterior Door Replacement

Phase	Description	Cost Type		Estimated Cost
081100- - -PC162	PCO-162 / RFP 046 - (American) L1 Exterior Door Replaceme	4	S	57,014.00

Item : 3 PCO-162 / RFP 046 - L1 Exterior Door Replacement

Phase	Description	Cost Type		Estimated Cost
088000- - -PC162	PCO-162 / (Glazing) RFP 046 - L1 Exterior Door Replacemen	4	S	24,939.00

Item : 4 PCO-162 / RFP 046 - L1 Exterior Door Replacement

Phase	Description	Cost Type		Estimated Cost
283100- - -PC162	PCO-162 / (Fire Det) RFP 046 - L1 Exterior Door Replacemer	4	S	11,776.00

Change Request

DUROTECH
BUILDERS OF INTEGRITY
11931 Wickchester Lane #205
Houston, TX 77043-6892
Phone: 281.558.6892

Owner : Harris County Board of Education Purchasing
6300 Irvington
Houston, TX 77022

Project: 22- 751- / HCDE Administration Building Renovatior
6300 Irvington Blvd
Houston, TX 77022

Submitted Date:

Item :	5	PCO-162 / RFP 046 - L1 Exterior Door Replacement

Requested Total: 95,109.00

NOTE: IF AMOUNTS ARE NOT TAKEN FROM CONTINGENCY ALLOWANCE, OR THE ALLOWANCE IS EXCEEDED, THEN THE FINAL QUOTE AMOUNT MUST BE ADJUSTED FOR THE APPROPRIATE MARK UP, INSURANCE, BONDS AND OTHER APPLICABLE COSTS.

THE COMPENSATION REQUESTED BY THIS PROPOSAL, DOES NOT INCLUDE ANY AMOUNTS FOR CHANGES IN THE SEQUENCE OF WORK, EXTENDED OVERHEAD, DELAYS, DISTRIBUTIONS AND/OR IMPACT COSTS, AND THE RIGHT IS EXPRESSLY RESERVED TO MAKE CLAIMS FOR ANY AN ALL OF THESE RELATED ITEMS OF COST PRIOR TO ANY FINAL SETTLEMENT OF THIS CONTRACT.

THIS SHEET IS TO BE INCLUDED IN ITS ENTIRETY AS PART OF A CHANGE ORDER OR CONTINGENCY AUTHORIZATION. NO PART OF THIS SHEET MAY BE EXCLUDED FROM INCLUSION AS PART OF A CHANE ORDER OR CONTINGENCY AUTHORIZATION WITHOUT THE EXPRESS WRITTEN CONSENT OF DUROTECH, INC.

Submitted By: Durotech, Inc.	**Reviewed By:** cre8 Architects	**Approved By:** Harris County Board of Education F
Signed: _____	**Signed:** _____	**Signed:** _____
Date: _____	**Date:** _____	**Date:** _____

Commercial Door & Hardware Installation
17003 Great Glen Dr.
Houston, Texas 77084
Phone: 281-928-8105/ 832-338-3333
Fax: 281-858-1458
Email: hnajera@nova-door.com

CHANGE ORDER PROPOSAL

PROJECT INFORMATION: HCDE Administration Building

PRESENTED TO: Durotech

SCOPE OF WORK: Installation of hardware only on aluminum doors per RPF # 046.

TOTAL LUMP-SUM PRICE: $1,380.00

CONDITIONS AND CLARIFICATION:

PAYMENT TERMS: Payment due within 10 days after request

Authorize signature: Gracie Gonzalez Date: 1/20/2025

ACCEPTANCE OF PROPOSAL

Signature: _____ Date of Acceptance: _____

Contemplated Change Order #21
RFP 046

1	**Pair Doors #A**					**90° RHRA**
1	Continuous Hinge	112XY 83" EPT	LH	710	IV	426.28
1	Continuous Hinge	112XY 83" EPT	RH	710	IV	426.28
1	Steel Mullion	KR4954 7'6" 154		SP313	VO	1,327.76
1	Storage Kit	MT54		SP313	VO	177.03
1	Exit Device	QEL RX 99EO 24VDC 425-SNB (QTY-6)		313	VO	2,798.66
1	Exit Device	QEL RX 99NL-OP x 110MD-NL 24VDC 425-SNB (QTY-6)		SP313, 313	VO	2,943.36
1	Mortise Cylinder	80-132 50-231 ICX		613	SC	130.12
1	Rim Cylinder	80-159 50-231 ICX		613	SC	121.11
2	Door Pull	8190HD-0		US10B	IV	383.98
1	Closer	4040XP SCUSH 30 SHOE SUPPORT 4040-18PA 61 STOP SPACER TBSRT		DKBRZ	LC	906.71
1	Operator	4642 REGARM TBWMS		DKBRZ	LC	6,334.67
2	Electric Power Transfer	EPT 10		SP313	VO	1,122.26
1	Weather Ring	8310-801			LC	27.71
1	Push Button	8310-853T			LC	296.35
1	Jamb Box	8310-867F			LC	192.43
2	Door Sweep	39D 36"			ZE	78.22
1	Threshold	655A 72"			ZE	128.40
				Opening Total:		17,821.33

1	**Pair Doors #B**					**90° RHRA**
1	Continuous Hinge	112XY 83" EPT	LH	710	IV	426.28
1	Continuous Hinge	112XY 83" EPT	RH	710	IV	426.28
1	Steel Mullion	KR4954 7'6" 154		SP313	VO	1,327.76
1	Storage Kit	MT54		SP313	VO	177.03
1	Exit Device	QEL RX 99EO 24VDC 425-SNB (QTY-6)		313	VO	2,798.66
1	Exit Device	QEL RX 99NL-OP x 110MD-NL 24VDC 425-SNB (QTY-6)		SP313, 313	VO	2,943.36
1	Mortise Cylinder	80-132 50-231 ICX		613	SC	130.12
1	Rim Cylinder	80-159 50-231 ICX		613	SC	121.11
2	Door Pull	8190HD-0		US10B	IV	383.98
1	Closer	4040XP SCUSH 30 SHOE SUPPORT 4040-18PA 61 STOP SPACER TBSRT		DKBRZ	LC	906.71
1	Operator	4642 REGARM TBWMS		DKBRZ	LC	6,334.67
2	Electric Power Transfer	EPT 10		SP313	VO	1,122.26
1	Weather Ring	8310-801			LC	27.71
1	Push Button	8310-853T			LC	296.35
1	Jamb Box	8310-867F			LC	192.43
2	Door Sweep	39D 36"			ZE	78.22
1	Threshold	655A 72"			ZE	128.40
				Opening Total:		17,821.33

Contemplated Change Order #21
RFP 046

1	**Pair Doors #C**					**90° RHRA**
1	Continuous Hinge	112XY 119" CUSTOM CUT EPT	LH	710	IV	783.88
1	Continuous Hinge	112XY 119" CUSTOM CUT EPT	RH	710	IV	783.88
1	Storage Kit	MT54		SP313	VO	177.03
1	Steel Mullion	KR4954 10'6"		SP313	VO	1,386.25
1	Exit Device	QEL RX 99EO 24VDC 425-SNB (QTY-6)		313	VO	2,798.66
1	Exit Device	QEL RX 99NL-OP x 110MD-NL 24VDC 425-SNB (QTY-6)		SP313, 313	VO	2,943.36
1	Mortise Cylinder	80-132 50-231 ICX		613	SC	130.12
1	Rim Cylinder	80-159 50-231 ICX		613	SC	121.11
2	Door Pull	8190HD-0		US10B	IV	383.98
1	Closer	4040XP SCUSH 30 SHOE SUPPORT 4040-18PA 61 STOP SPACER TBSRT		DKBRZ	LC	906.71
1	Operator	4642 REGARM TBWMS		DKBRZ	LC	6,334.67
2	Electric Power Transfer	EPT 10		SP313	VO	1,122.26
1	Weather Ring	8310-801			LC	27.71
1	Push Button	8310-853T			LC	296.35
1	Jamb Box	8310-867F			LC	192.43
2	Door Sweep	39D 36"			ZE	78.22
1	Threshold	655A 72"			ZE	128.40
				Opening Total:		18,595.02

1	**Pair Doors #D**					**90° RHRA**
2	Door Cord	798-12			LO	177.80
2	Switch Kit	050251			VO	561.90
2	QEL Conversion Kit	958003 36"			VO	2,036.66
				Opening Total:		2,776.36

Section Totals

08 71 00 Door Hardware	57,014.00
Pre-Tax Total:	57,014.00
Grand Total:	57,014.00

Spring Glass & Mirror, LTD.
P.O. Box 2161
Spring, TX 77383
P (281) 353-1100
springglass.net

CO Request

ID: P25-02498
Date: 1/24/2025

HCDE Administration Building Renovations

Client	Durotech 11931 Wickchester Lane Houston, TX 77043	Point of Contact	Stephen Richardson
Jobsite Address	HCDE Administration Building 6300 Irvington Blvd. Houston, TX 77022 USA	Salesperson	Matt Gray Matt@springglass.net

Scope of Work

Replace 3 pairs of doors, marked as door A,B,C

Product	Unit Type	
Kawneer Medium Stile Storefront Doors and Frames *6' x 7' pair of doors w/ Transom - 1-thus(Door C)* *6' x 7' pair of doors w/ frame - 2-thus(Door A/B)*		
1" Insulated Glass - Solarban 70 on Clear over Clear Tempered *97.5 sqft*		
Perimeter Caulking *2 beads of caulking and backer rod*		
Field Labor *Demo and install of 3 pairs of doors*		14,214.25

Special Conditions

C23-00490-COR09

Signatures

Signature | Print Name & Title | Date

Summary

Subtotal	24,939.25
Tax	0.00
Total	**24,939.25**

Exclusions

After-Hours/Weekend Work
Dumpster
Film
Door Hardware

*** * Proposal * *** **1/15/2025**

Project Number: 1746

For :

Durotech

6300 RFP #046

Quality Security Systems
220 Barren Springs Drive Ste #4
Houston, Tx 77090
281-820-9650 Fax 281-820-9797

Durotech
OsamaáShehadeh
Superintendent
11931 Wickchester Ste. 205
Houston, TX 77043
Tel: 2815586892

Durotech
OsamaáShehadeh
Superintendent
11931 Wickchester Ste. 205
Houston, TX 77043
Tel: 2815586892

Mfr-Part No.	Qty	Description	Unit Price	Extended
VANINDUST	1	Reader Controller with Backplate		
Vanderbilt	1	I/O Expansion Board		
Vanderbilt	2	Reader Interface		
ADI	1	STI Lockdown Push Button		
VANINDUST	1	Alps Pyramid Series Proximity 125-kHz Proximity Reader		
ADI	2	Surface Mount Contact 1-1/4"		
QSS	1	CAD DESIGNS & PERMITS		
VANINDUST	1	250W, 20A/12VDC or 10A/24VDC Switching Power Supply with Charger		
WINCITWIR	1000	18-04 UNS STR CMP Wht Jkt		
WINCITWIR	1000	18-06 OAS STR CMP Wht		
WINCITWIR	1000	18-02 UNS STR CMP Wht Jkt		

Qss To Provide

Please Refer To The Quotation Number When Placing Your Order.

1) Qss To Provide Equipment Listed Above, Programming & Testing.

All Materials Warranty One Year (1).
Labor Warranty (90) Days From Date Of Completion
Estimator Signature: Pate Muse
Date:_____1/15/25
I/we Pate L. Muse Agree To The Above Costs And Specifications
And Authorize The Work To Be Done As Outlined Above,
Provided By Quality Security Systems.

Customer To Provide.

1: Terms: 50% Down Balance Progressed bill.
2: Terms Of Payment Are Net (30) Days From The Date Of Invoice.
3: A Late Fee Of 3% Will Be Charged For Any Unpaid Balance Over Thirty (30) Days.
4: Freight Is F. O. B. Houston, Texas.
5: Estimated Delivery Is 15 Days A. R. O.
6: Customer to provide all ac power where needed.
7. Customer to provide all rough in's and door hardware

Materials Are Invoiced Based Upon The Materials Delivered Or Stored. Labor Is Invoiced Monthly Based Upon The % Of Labor Completed.

Customer Signature:_____
(signature Acknowledges Authority To Financially Obligate Company.)

Date:_____

This Estimate With Prices Is Valid 15 Days.

This * * Proposal * * is Valid for 30 Days.

Tax: $ -

Signature: _____ Date: _____ Project Total: $ 11,776.33

Pate Muse Jr.

3815 Montrose Boulevard
Suite 123
Houston, Texas 77006

713.526.cre8 (2738)
713.526.3198 fax

Date: 08 January 2025

Architect's Request for Proposal

Project: HCDE Administration Building Renovations
cre8 Project No.: 21-007
RFP Number: 046

Instructions:

Install new exterior door systems, hardware and security components at locations indicated below:

- Doors A & B – Garage Entrance
  - Demo & replace exterior aluminum storefront door system (frames/doors/hardware)
  - Hardware Set # AC714AM
  - Match existing color and configuration
  - Provide electrical connection / lock-down control activated from reception desk per CMTA narrative.
- Door C – Service Drive Entrance
  - Demo & replace exterior aluminum storefront door system (frames/doors/hardware)
  - Hardware Set # AC714AM
  - Match existing color and configuration
  - Provide electrical connection / lock down control activated from reception desk per CMTA narrative.
- Door D – Main Entrance Door
  - Door hardware only
  - Hardware Set # X-01
  - Provide electrical connection / lock down control activated from reception desk per CMTA narrative.
- Hardware to be coordinated with Quality Security as a part of this work.
- Security components to be provided and installed by Quality Security as a part of this work.

The work described above is not a change order or a direction to proceed. Please submit an itemized listing of costs proposed for the work described.

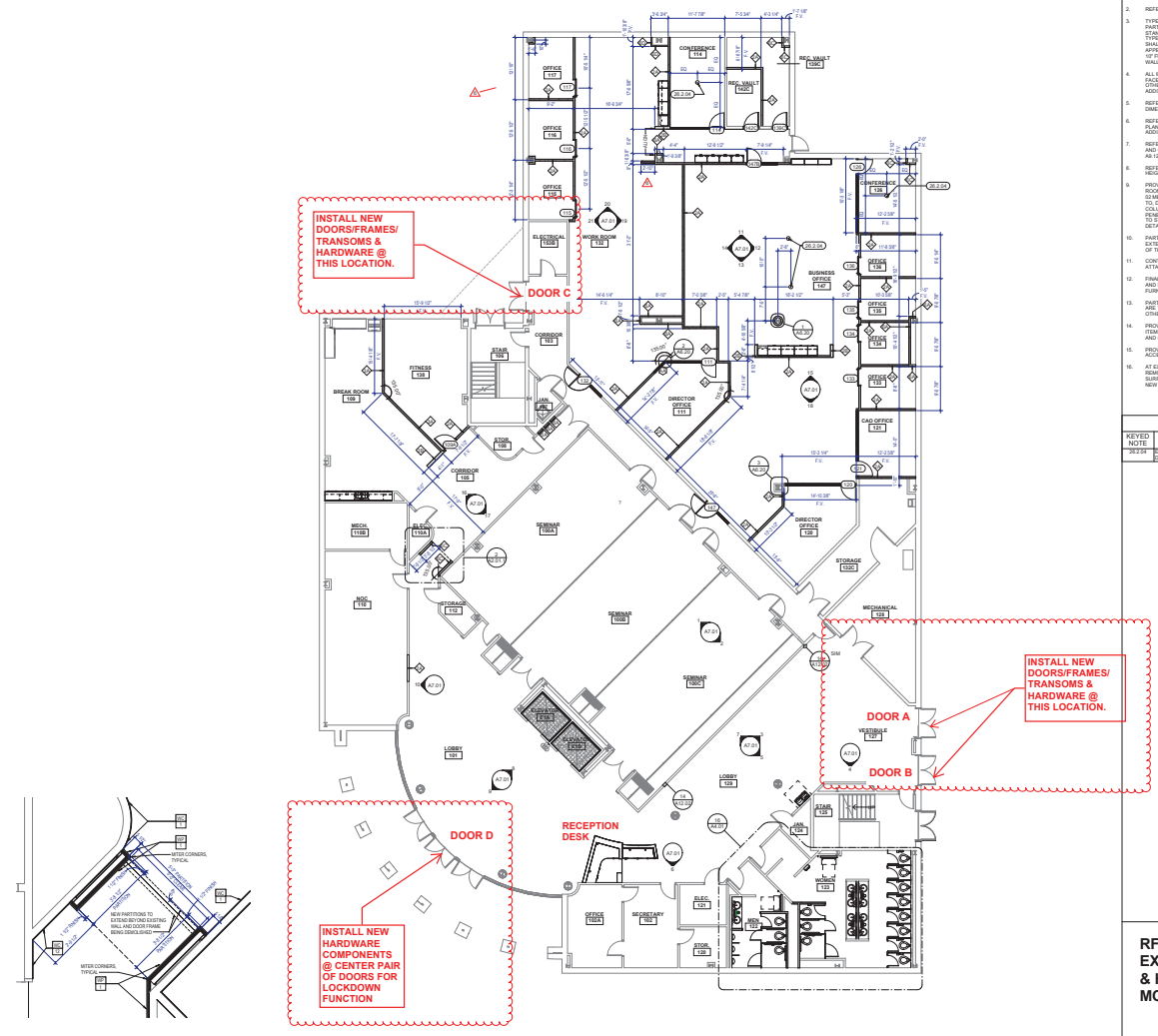
Issued By: Jerry Bevel

cre8 Architects

Attachments:

- Sheet A2.01.1 Level One – Floor Plan
- CMTA Narrative – Lockdown Sequence/Operations
- Specification Section 08 41 13 - Aluminum Framed Entrances
- Specification Section 08 80 00 - Glazing

Copies: File



2 ENLARGED PLAN AT CORRIDOR ENTRY
1/2" = 1'-0"

1 LEVEL 01 - FLOOR PLAN
1/8" = 1'-0"

GENERAL NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL JOB DIMENSIONS AND CONDITIONS.
2. REFER TO SHEET A0.30 FOR PARTITION TYPES.
3. TYPE 2A PARTITION IS TYPICAL. GYPSUM BOARD PARTITIONS NOT DESIGNATED SHALL BE TYPE 2A. FREE STANDING COLUMN ENCLOSURES SHALL BE PARTITION TYPE 2A. WHERE PARTITIONS ABUT COLUMNS, THEY SHALL MATCH ADJACENT WALL CONSTRUCTION IN APPEARANCE, U.N.O. TYPICAL COLUMN FURR OUT TO BE 10" FROM COLUMN CENTER LINE TO OUTSIDE FACE OF WALL IN BOTH DIRECTIONS U.N.O.
4. ALL INTERIOR DIMENSIONS ARE TAKEN FROM FINISH FACE TO FINISH FACE OF PARTITION UNLESS NOTED OTHERWISE. REFER TO PARTITION TYPES SHEET FOR ADDITIONAL INFORMATION.
5. REFER TO ENLARGED PLANS FOR ADDITIONAL DIMENSIONS AND INFORMATION.
6. REFER TO CASEWORK, EQUIPMENT & FLOOR PATTERN PLANS AND ABBREVIATION LEGEND FOR EQUIPMENT, ADDITIONAL INTERIOR ELEVATIONS, AND FINISH TAGS.
7. REFER TO SHEET A0.10 FOR DOOR AND FRAME TYPES AND GLAZING LEGEND. REFER TO SHEETS A9.11 AND A9.12 FOR WINDOW TYPES.
8. REFER TO SHEET A0.03 FOR TYPICAL MOUNTING HEIGHTS.
9. PROVIDE CONCRETE CURBS AROUND ALL MECHANICAL ROOMS AND AT FLOOR PENETRATIONS WITHIN LEVEL 02 MECHANICAL ROOMS INCLUDING, BUT NOT LIMITED TO, DUCTWORK, PIPING, CONDUIT AND STRUCTURAL COLUMNS. PROVIDE SEALANT BETWEEN CURB AND PENETRATING ITEM FOR WATERPROOF JOINT. REFER TO STRUCTURAL DRAWINGS FOR CONCRETE CURB DETAILS.
10. PARTITIONS SHOWN ABUTTING A MULLION AT THE EXTERIOR WALL ARE TO BE PLACED AT THE CENTERLINE OF THAT MULLION UNLESS NOTED OTHERWISE.
11. CONTRACTOR MUST MAINTAIN RATING OF WALL WHEN ATTACHING TO OR PENETRATING A RATED WALL.
12. FINAL LOCATIONS FOR J-BOX, FLUSH FLOOR OUTLETS AND POKE-THRUS SHALL BE COORDINATED WITH FINAL FURNITURE/EQUIPMENT LAYOUTS.
13. PARTITIONS SHOWN ALIGNED WITH A COLUMN GRID LINE ARE TO BE CENTERED ON THE GRID LINE UNLESS NOTED OTHERWISE.
14. PROVIDE WALL BLOCKING FOR ALL WALL ATTACHED ITEMS. COORDINATE ITEMS WITH FINAL ARCHITECTURE AND CASEWORK/EQUIPMENT PLANS.
15. PROVIDE WALL BLOCKING FOR OFCI WALL MOUNTED ACCESSORIES.
16. AT EXISTING WALLS TO RECIEVE NEW WALL COVERING, REMOVE EXISTING WALL COVERING AND PREP FOR NEW SURFACE. IF WALL EXISTING PAINT, PREP SURFACE FOR NEW WALL COVERING.

KEYED NOTES

KEYED NOTE	DESCRIPTION
20.2.04	ELECTRICAL/DATA OUTLET, SEE ELECTRICAL DRAWINGS.

RFP 046 - EXTERIOR DOORS & HARDWARE MODIFICATIONS

N

cre8 studios
3915 Montrose Boulevard
Suite 103
Houston, Texas 77006
713.526.and.0736
713.526.3168 fax

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HCDE ADMINISTRATION BUILDING RENOVATIONS

6300 IRVINGTON BLVD, HOUSTON, TX 77022

HARRIS COUNTY DEPARTMENT OF EDUCATION

REGISTERED ARCHITECT — 10/27/2023

Revision Schedule

NO.	ISSUE	DATE
6	ADDENDUM 05	09 Oct. 2023

Sheet Information

Date	NOVEMBER 14, 2023
Job Number	21-007
Drawn	JT
Checked	AM
Approved	JGB

Title

LEVEL 01 FLOOR PLAN

Sheet

A2.01.1

WORK PACKAGE 02 - CONSTRUCTION DOCUMENTS

SECTION 08 41 13 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes the following:
   1. Exterior aluminum-framed storefronts.
      a. Glazing is retained mechanically with gaskets on four sides.
   2. Exterior manual-swing aluminum doors.

B. Related Sections include the following:
   1. Section 08 80 00 - Glazing for glazing requirements to the extent not specified in this Section.

1.02 PERFORMANCE REQUIREMENTS

A. General: Provide aluminum-framed systems, including anchorage, capable of withstanding, without failure, the effects of the following:
   1. Structural loads.
   2. Thermal movements.
   3. Movements of supporting structure indicated on Drawings including, but not limited to, story drift and deflection from uniformly distributed and concentrated live loads.
   4. Dimensional tolerances of building frame and other adjacent construction.
   5. Failure includes the following:
      a. Deflection exceeding specified limits.
      b. Thermal stresses transferred to building structure.
      c. Framing members transferring stresses, including those caused by thermal and structural movements, to glazing.
      d. Noise or vibration created by wind and thermal and structural movements.
      e. Loosening or weakening of fasteners, attachments, and other components.
      f. Sealant failure.
      g. Failure of operating units to function properly.

B. Structural Loads: Exterior locations.
   1. Wind Loads: 138 miles per hour.

C. Deflection of Framing Members:
   1. Deflection Normal to Wall Plane: Limited to 1/175 of clear span for spans up to 13 feet 6 inches and to 1/240 of clear span plus 1/4 inch for spans greater than 13 feet 6 inches or an amount that restricts edge deflection of individual glazing lites to 3/4 inch, whichever is less.
   2. Deflection Parallel to Glazing Plane: Limited to 1/360 of clear span or 1/8 inch, whichever is smaller.

D. Air Infiltration: Provide aluminum-framed systems with maximum air leakage through fixed glazing and framing areas of 0.06 cfm/sq. ft. of fixed wall area when tested according to ASTM E 283 at a minimum static-air-pressure difference of 1.57 lbf/sq. ft.

E. Water Penetration Under Static Pressure: Provide aluminum-framed systems that do not evidence water penetration through fixed glazing and framing areas when tested according to ASTM E 331 at a minimum static-air-pressure difference of 20 percent of positive wind-load design pressure, but not less than 6.24 lbf/sq. ft.

F. Water Penetration Under Dynamic Pressure: Provide aluminum-framed systems that do not evidence water leakage through fixed glazing and framing areas when tested according to AAMA 501.1 under dynamic pressure equal to 20 percent of positive wind-load design pressure, but not less than 6.24 lbf/sq. ft.
   1. Maximum Water Leakage: According to AAMA 501.1. Water controlled by flashing and gutters that is drained to exterior and cannot damage adjacent materials or finishes is not considered water leakage.

G. Condensation Resistance: Provide aluminum-framed systems with fixed glazing and framing areas having condensation-resistance factor (CRF) of not less than 53 when tested according to AAMA 1503.

H. Average Thermal Conductance: Provide aluminum-framed systems with fixed glazing and framing areas having average U-factor of not more than 0.69 Btu/sq. ft. x h x deg F when tested according to AAMA 1503.

1.03 SUBMITTALS

A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of product indicated.

B. Shop Drawings: For aluminum-framed systems. Include plans, elevations, sections, details, and attachments to other work.
   1. Include details of provisions for system expansion and contraction and for draining moisture occurring within the system to the exterior.
   2. For entrances, include hardware schedule and indicate operating hardware types, functions, quantities, and locations.

C. Samples for Verification: For each type of exposed finish required, in manufacturer's standard sizes.
D. Maintenance Data: For aluminum-framed systems to include in maintenance manuals.

1.04 QUALITY ASSURANCE

A. Installer Qualifications: Capable of assuming engineering responsibility and performing work of this Section and who is acceptable to manufacturer.
   1. Engineering Responsibility: Preparation of data for aluminum-framed systems including Shop Drawings based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project and submission of reports of tests performed on manufacturer's standard assemblies.
B. Product Options: Information on Drawings and in Specifications establishes requirements for systems' aesthetic effects and performance characteristics. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction. Performance characteristics are indicated by criteria subject to verification by one or more methods including preconstruction testing, field testing, and in-service performance.
   1. Do not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If modifications are proposed, submit comprehensive explanatory data to Architect for review.

1.05 PROJECT CONDITIONS

A. Field Measurements: Verify actual locations of structural supports for aluminum-framed systems by field measurements before fabrication and indicate measurements on Shop Drawings.
   1. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating aluminum-framed systems without field measurements. Coordinate construction to ensure that actual dimensions correspond to established dimensions.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Basis of Design Product: The design for glazed aluminum storefront systems is based on Kawneer North America, Trifab VG 451T systems for 1- inch glazing at exterior locations.
   1. Framing Member Profile: 2 inch x 4-1/2 inch, flush glazing, center set.
B. Subject to compliance with requirements, provide the comparable product by one of the following manufacturers.
   1. Oldcastle Building Envelope.

2.02 MATERIALS

A. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
   1. Sheet and Plate: ASTM B 209.
   2. Extruded Bars, Rods, Profiles, and Tubes: ASTM B 221.
   3. Extruded Structural Pipe and Tubes: ASTM B 429.
   4. Structural Profiles: ASTM B 308/B 308M.

2.03 FRAMING SYSTEMS

A. Framing Members: Manufacturer's standard extruded-aluminum framing members of thickness required and reinforced as required to support imposed loads.
   1. Construction: Thermal.
   2. Glazing System: Retained mechanically with gaskets on four sides.
   3. Glazing Plane: Center.
B. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.
C. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.
   1. Where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration, use self-locking devices.
   2. Reinforce members as required to receive fastener threads.
D. Concealed Flashing: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding flashing compatible with adjacent materials. Form exposed flashing from sheet aluminum finished to match framing and of sufficient thickness to maintain a flat appearance without visible deflection.
E. Framing System Gaskets and Sealants: Manufacturer's standard recommended by manufacturer for joint type.

2.04 GLAZING SYSTEMS

A. Glazing: As specified in Division 08 Section "Glazing."
B. Glazing Gaskets: Manufacturer's standard compression types, replaceable, molded or extruded, that maintain uniform pressure and watertight seal.
C. Spacers and Setting Blocks: Manufacturer's standard elastomeric types.

2.05 DOORS

A. Doors: Manufacturer's standard glazed doors, for manual swing operation; Kawneer 500
   1. Door Construction: 1-3/4 inch overall thickness, with minimum 0.125-inch - thick, extruded-aluminum tubular rail and stile members. Incorporating manufacturer's standard welded corner design.
   2. Door Design: Wide stile, 5 inch nominal width.
      a. Accessible Doors: Smooth surfaced for width of door in area within 10 inches above floor or ground plane.
   3. Glazing Stops and Gaskets: Beveled , snap-on, extruded-aluminum stops and preformed gaskets.
      a. Glazing: 1 inch at exterior locations.
      b. Provide nonremovable glazing stops on outside of door.

B. Door Hardware: See RFP 046.

2.06 ACCESSORY MATERIALS

A. Joint Sealants: For installation at perimeter of aluminum-framed systems, Multicomponent, Nonsag Urethane Sealant, ASTM C 920, Type M, Grade NS, Class 50, for Use NT.

B. Bituminous Paint: Cold-applied asphalt-mastic paint complying with SSPC-Paint 12 requirements except containing no asbestos, formulated for 30-mil thickness per coat.

2.07 FABRICATION

A. Form aluminum shapes before finishing.

B. Framing Members, General: Fabricate components that, when assembled, have the following characteristics:
   1. Profiles that are sharp, straight, and free of defects or deformations.
   2. Accurately fitted joints with ends coped or mitered.
   3. Means to drain water passing joints, condensation occurring within framing members, and moisture migrating within the system to exterior.
   4. Physical and thermal isolation of glazing from framing members.
   5. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
   6. Provisions for field replacement of glazing from exterior.
   7. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.

C. Mechanically Glazed Framing Members: Fabricate for flush glazing (without projecting stops).

D. Door Frames: Reinforce as required to support loads imposed by door operation and for installing hardware.
   1. At exterior doors, provide compression weather stripping at fixed stops.

E. Doors: Reinforce doors as required for installing hardware.
   1. At pairs of exterior doors, provide sliding weather stripping retained in adjustable strip mortised into door edge.
   2. At exterior doors, provide weather sweeps applied to door bottoms.

F. Hardware Installation: Factory install hardware to the greatest extent possible. Cut, drill, and tap for factory-installed hardware before applying finishes.

G. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

2.08 ALUMINUM FINISHES

A. Class I, Color Anodic Finish: AA-M12C22A44 (Mechanical Finish: nonspecular as fabricated; Chemical Finish: etched, medium matte; Anodic Coating: Architectural Class I, dark bronze color coating (0.018 mm or thicker) complying with AAMA 611.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine areas, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.
   1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

A. General:
   1. Comply with manufacturer's written instructions.
   2. Do not install damaged components.
   3. Fit joints to produce hairline joints free of burrs and distortion.
   4. Rigidly secure nonmovement joints.
   5. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration.
   6. Seal joints watertight, in accordance with sealant manufacturer's

B. Metal Protection:
   1. Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape or installing nonconductive spacers as recommended by manufacturer for this purpose.

2. Where aluminum will contact concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.

C. Install components to drain water passing joints, condensation occurring within framing members, and moisture migrating within the system to exterior.

D. Set continuous sill members and flashing in full sealant bed as specified in Division 07 Section "Joint Sealants" and to produce weathertight installation.

E. Install components plumb and true in alignment with established lines and grades, without warp or rack.

F. Install glazing as specified in Section 08 80 00 - Glazing.

G. Entrances: Install to produce smooth operation and tight fit at contact points.
   1. Exterior Entrances: Install to produce tight fit at weather stripping and weathertight closure.
   2. Field-Installed Hardware: Install surface-mounted hardware according to hardware manufacturers' written instructions using concealed fasteners to greatest extent possible.

H. Install perimeter joint sealants to produce weathertight installation.

I. Erection Tolerances: Install aluminum-framed systems to comply with the following maximum tolerances:
   1. Location and Plane: Limit variation from true location and plane to 1/8 inch in 12 feet; 1/4 inch over total length.
   2. Alignment:
      a. Where surfaces abut in line, limit offset from true alignment to 1/16 inch.
      b. Where surfaces meet at corners, limit offset from true alignment to 1/32 inch.
   3. Diagonal Measurements: Limit difference between diagonal measurement to 1/8 inch.

3.03 ADJUSTING

A. Entrances: Adjust operating hardware for smooth operation according to hardware manufacturers' written instructions.
   1. For doors accessible to people with disabilities, adjust closers to provide a 3-second closer sweep period for doors to move from a 70-degree open position to 3 inches from the latch measured to the leading door edge.

END OF SECTION 08 41 13

SECTION 08 80 00 - GLAZING

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes glazing for the following products and applications, including those specified in other Sections where glazing requirements are specified by reference to this Section:
   1. Doors.
   2. Glazed entrances.

1.02 PERFORMANCE REQUIREMENTS

A. General: Provide glazing systems capable of withstanding normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, and installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.

B. Glass Design: Glass thickness designations indicated are minimums and are for detailing only. Confirm glass thicknesses by analyzing Project loads and in-service conditions. Provide glass lites in the thickness designations indicated for various size openings, but not less than thicknesses and in strengths (annealed or heat treated) required to meet or exceed the following criteria:
   1. Glass Thicknesses: Select minimum glass thicknesses to comply with ASTM E 1300, according to the following requirements:
      a. Specified Design Wind Loads: In accordance with local building code. Glazing system within curtain wall system shall be designed as an assembly to withstand wind loads of 138 MPH.
      b. Maximum Lateral Deflection: For the following types of glass supported on all 4 edges, provide thickness required that limits center deflection at design wind pressure to 1/50 times the short side length or 1 inch, whichever is less.
         1) For monolithic-glass lites heat treated to resist wind loads.
         2) For insulating glass.

C. Thermal Movements: Provide glazing that allows for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures acting on glass framing members and glazing components. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
   1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

1.03 SUBMITTALS

A. Product Data: For each glass product and glazing material indicated.

B. Product Certificates: Signed by manufacturers of glass and glazing products certifying that products furnished comply with requirements.
   1. For solar-control low-e-coated glass, provide documentation demonstrating that manufacturer of coated glass is certified by coating manufacturer.

C. Qualification Data: For installers.

D. Product Test Reports: For each of the following types of glazing products:
   1. Coated float glass.
   2. Insulating glass.

E. Special Warranty: Submit manufacturer’s special warranty as required under Part 2 sections.

1.04 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who has completed glazing similar in material, design, and extent to that indicated for this Project; whose work has resulted in glass installations with a record of successful in-service performance; and who employs glass installers for this Project who are certified under the National Glass Association's Certified Glass Installer Program.

B. Source Limitations for Glazing Accessories: Obtain glazing accessories through one source from a single manufacturer for each product and installation method indicated.

C. Elastomeric Glazing Sealant Product Testing: Obtain sealant test results for product test reports in "Submittals" Article from a qualified testing agency based on testing current sealant formulations within a 36-month period.
   1. Sealant Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated, as documented according to ASTM E 548.
   2. Test elastomeric glazing sealants for compliance with requirements specified by reference to ASTM C 920, and where applicable, to other standard test methods.

D. Preconstruction Adhesion and Compatibility Testing: Submit to elastomeric glazing sealant manufacturers, for testing indicated below, samples of each glazing material type, tape sealant, gasket, glazing accessory, and glass-framing member that will contact or affect elastomeric glazing sealants:

1. Use ASTM C 1087 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of glazing sealants to glass, tape sealants, gaskets, and glazing channel substrates.
2. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
3. For materials failing tests, obtain sealant manufacturer's written instructions for corrective measures, including the use of specially formulated primers.
4. Testing will not be required if elastomeric glazing sealant manufacturers submit data based on previous testing of current sealant products for adhesion to, and compatibility with, glazing materials matching those submitted.

E. Safety Glazing Products: Comply with testing requirements in 16 CFR 1201.
1. Subject to compliance with requirements, obtain safety glazing products permanently marked with certification label of the Safety Glazing Certification Council or another certification agency or manufacturer acceptable to authorities having jurisdiction.

F. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below, unless more stringent requirements are indicated. Refer to these publications for glazing terms not otherwise defined in this Section or in referenced standards.
1. IGMA Publication for Insulating Glass: SIGMA TM-3000, "Glazing Guidelines for Sealed Insulating Glass Units."

G. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of the following testing and inspecting agency:
1. Insulating Glass Certification Council.
2. Associated Laboratories, Inc.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Protect glazing materials according to manufacturer's written instructions and as needed to prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.

1.06 PROJECT CONDITIONS

A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.

1.07 WARRANTY

A. Manufacturer's Special Warranty for Coated-Glass Products: Manufacturer's standard form, made out to Owner and signed by coated-glass manufacturer agreeing to replace coated-glass units that deteriorate as defined in "Definitions" Article, f.o.b. the nearest shipping point to Project site, within specified warranty period indicated below.
1. Warranty Period: 10 years from date of Substantial Completion.

B. Manufacturer's Special Warranty on Insulating Glass: Manufacturer's standard form, made out to Owner and signed by insulating-glass manufacturer agreeing to replace insulating-glass units that deteriorate as defined in "Definitions" Article, f.o.b. the nearest shipping point to Project site, within specified warranty period indicated below.
1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
1. Products: Subject to compliance with requirements, provide one of the products specified.
2. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.02 GLAZING PRODUCTS

A. Annealed Float Glass: ASTM C 1036, Type I (transparent flat glass), Quality-Q3; of class indicated.

B. Clear laminated glass with two plies of heat-strengthened float glass.
1. Basis-of-Design Product: Vitro Architectural Glass; Clear.
2. Minimum Thickness of Each Glass Ply: 3 mm.
3. Interlayer Thickness: 0.030 inch.
4. Safety glazing required.

C. Insulating-Glass Units, General: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, and complying with ASTM E 774 for Class CBA units and with requirements specified in this Article.
1. Provide laminated glass lites.
2. Overall Unit Thickness and Thickness of Each Lite: Dimensions indicated for insulating-glass units are nominal and the overall thicknesses of units are measured perpendicularly from outer surfaces of glass lites at unit's edge.
3. Sealing System: Dual seal, with primary and secondary sealants as follows:
a. Manufacturer's standard sealants.
4. Spacer Specifications: Manufacturer's standard spacer material and construction.

2.03 GLAZING GASKETS

A. Dense Compression Gaskets: Molded or extruded gaskets of material indicated below, complying with standards referenced with name of elastomer indicated below, and of profile and hardness required to maintain watertight seal:

B. Soft Compression Gaskets: Extruded or molded, closed-cell, integral-skinned gaskets of material indicated below; complying with ASTM C 509, Type II, black; and of profile and hardness required to maintain watertight seal:

2.04 GLAZING SEALANTS

A. General: Provide products of type indicated, complying with the following requirements:
   1. Compatibility: Select glazing sealants that are compatible with one another and with other materials they will contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
   2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
   3. Colors of Exposed Glazing Sealants: As selected by Architect from manufacturer's full range.

2.05 MISCELLANEOUS GLAZING MATERIALS

A. General: Provide products of material, size, and shape complying with referenced glazing standard, requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
C. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.
D. Spacers: Elastomeric blocks or continuous extrusions with a Shore, Type A durometer hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).
F. Cylindrical Glazing Sealant Backing: ASTM C 1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.

2.06 FABRICATION OF GLAZING UNITS

A. Fabricate glazing units in sizes required to glaze openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.

2.07 INSULATING GLASS UNITS

A. Low-E-Coated, Solar Control, Clear Insulated Glass Unit.
   1. Overall Unit Thickness 1".
   2. Outdoor Lite: Class 1 Clear laminated glass, 6 mm minimum thickness.
      a. Tint Color: Clear
      b. Solar Control Low-E Coating: Sputtered on second surface.
         1) Basis of Design Product: Vitro Architectural Glass Industries, Inc. Solarban 70 on #2 surface.
   3. Air Space: 1/2-inch
   4. Indoor Lite: Class 1 Clear laminated glass, 6 mm minimum thickness,
      a. Kind: Laminated..
      b. Tint Color: Clear
   5. Visible Light Transmittance: 64 percent minimum.
   6. Winter Nighttime U-Factor: 0.28 maximum.
   7. Summer Daytime U-Factor: 0.26 maximum.
   8. Solar Heat Gain Coefficient: 0.27 maximum.
   9. Outdoor Visible Light Reflectance: 13 percent maximum.
   10. Light to Solar Heat Gain: 2.37 minimum
   11. Acceptable manufacturers:
      a. Oldcastle Building Envelope
      b. Guardian

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine framing glazing, with Installer present, for compliance with the following:
   1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
   2. Presence and functioning of weep system.
   3. Minimum required face or edge clearances.
   4. Effective sealing between joints of glass-framing members.
B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.

3.03 GLAZING, GENERAL

A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.

B. Glazing channel dimensions, as indicated on Drawings, provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances. Adjust as required by Project conditions during installation.

C. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.

D. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction sealant-substrate testing.

E. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.

F. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.

G. Provide spacers for glass lites where length plus width is larger than 50 inches as follows:

1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.
2. Provide 1/8-inch minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.

H. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.

I. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.

J. Square cut wedge-shaped gaskets at corners and install gaskets in a manner recommended by gasket manufacturer to prevent corners from pulling away; seal corner joints and butt joints with sealant recommended by gasket manufacturer.

3.04 GASKET GLAZING (DRY)

A. Fabricate compression gaskets in lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.

B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.

C. Center glass lites in openings on setting blocks and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.

D. Install gaskets so they protrude past face of glazing stops.

3.05 CLEANING AND PROTECTION

A. Protect exterior glass from damage immediately after installation by attaching crossed streamers to framing held away from glass. Do not apply markers to glass surface. Remove nonpermanent labels, and clean surfaces.

B. Protect glass from contact with contaminating substances resulting from construction operations, including weld splatter. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended by glass manufacturer.

C. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains; remove as recommended in writing by glass manufacturer.

D. Remove and replace glass that is broken, chipped, cracked, or abraded or that is damaged from natural causes, accidents, and vandalism, during construction period.

E. Wash glass on both exposed surfaces in each area of Project not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash glass in accordance with glass manufacturer's written instructions.

END OF SECTION 08 80 00

DOORS A/B/C - RFP 046

HARDWARE SET # AC714AM – w/ CR, Auto Operator (x1)

Each PR door(s) to have:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
2	EA	CONT. HINGE	112XY EPT		710	IVE
2	EA	POWER TRANSFER	EPT10		695	VON
1	EA	KEYED REMOVABLE MULLION	KR4954 STAB MT54		695	VON
1	EA	ELEC PANIC HARDWARE	RX-QEL-99-EO 24 VDC		710	VON
1	EA	ELEC PANIC HARDWARE	RX-QEL-99-NL-OP-110MD 24 VDC		710	VON
1	EA	SFIC MORTISE CYL.	80-132 W/ CONST. CORE X CAM/RING AS REQ		613	SCH
1	EA	SFIC RIM CYLINDER	80-159 ICX W/CONST. CORE		613	SCH
2	EA	SFIC PERMANENT CORE	MATCH EXISTING KEY SYSTEM			B/O
2	EA	90 DEG OFFSET PULL	8190HD 10" STD		613	IVE
1	EA	SURFACE CLOSER	4040XP SCUSH TBSRT X MTG PLT/BRKT/SPCR AS REQ		695	LCN
1	EA	SURF. AUTO OPERATOR	4640 SERIES (PUSH SIDE MOUNT)		695	LCN
1	EA	WEATHER RING	8310-801			LCN
2	EA	ACTUATOR, TOUCH	8310-853T		630	LCN
1	EA	FLUSH MOUNT BOX	8310-867F			LCN
1	SET	SEAL	SEALS BY ALUM FRAME MFR			
2	EA	DOOR SWEEP	39D		D	ZER
1	EA	THRESHOLD	655A		A	ZER
1	EA	Card Reader	BY SECURITY CONTRACTOR			
2	EA	DOOR CONTACT	BY SECURITY CONTRACTOR			
1	EA	POWER SUPPLY	BY SECURITY CONTRACTOR			

- DOOR NORMALLY CLOSED & LOCKED. EXTERIOR ACTUATOR DISABLED. INGRESS VIA CARD READER OR MANUAL KEY OVERRIDE. FREE EGRESS AT ALL TIMES. FAIL-SECURE.
- DOOR CAN BE PROGRAMMED TO REMAIN UNLOCKED DURING BUSINESS HOURS.
- DOOR TO BE SEQUENCED WITH AUTO OPERATOR SO THE LATCH BOLT IS FULLY RETRACTED BEFORE DOOR STARTS TO OPEN VIA AUTO OPERATOR.

HARDWARE SET # E714AM

Each PR door(s) to have:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
2	EA	CONT. HINGE	112XY EPT		710	IVE
2	EA	POWER TRANSFER	EPT10		695	VON
1	EA	KEYED REMOVABLE MULLION	KR4954 STAB MT54		695	VON
1	EA	ELEC PANIC HARDWARE	RX-QEL-99-EO 24 VDC		710	VON
1	EA	ELEC PANIC HARDWARE	RX-QEL-99-NL-OP-110MD 24 VDC		710	VON
1	EA	SFIC MORTISE CYL.	80-132 W/ CONST. CORE X CAM/RING AS REQ		613	SCH
1	EA	SFIC RIM CYLINDER	80-159 ICX W/CONST. CORE		613	SCH
2	EA	SFIC PERMANENT CORE	MATCH EXISTING KEY SYSTEM			B/O
2	EA	90 DEG OFFSET PULL	8190HD 10" STD		613	IVE
2	EA	SURFACE CLOSER	4040XP SCUSH TBSRT X MTG PLT/BRKT/SPCR AS REQ		695	LCN
1	SET	SEAL	SEALS BY ALUM FRAME MFR			
2	EA	DOOR SWEEP	39D		D	ZER
1	EA	THRESHOLD	655A		A	ZER
2	EA	DOOR CONTACT	BY SECURITY CONTRACTOR			
1	EA	POWER SUPPLY	BY SECURITY CONTRACTOR			

- INGRESS VIA MANUAL KEY OVERRIDE. FREE EGRESS AT ALL TIMES. FAIL-SECURE.
- DOOR CAN BE PROGRAMMED TO REMAIN UNLOCKED DURING BUSINESS HOURS.

DOOR D - RFP 046

Hardware Group No. X-01

Provide each PR door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
2	EA	DOOR CORD	788/798 AS REQ		626	SCE
2	EA	RX-QEL KIT	AS REQ FOR 33A-NL-OP & EO		626	VON
1	EA		BALANCE OF HARDWARE EXISTING TO REMAIN			

-EXISTING DOOR/FRAME/HARDWARE TO REMAIN.
-GC TO FIELD-VERIFY IF SPECIFIED NEW HARDWARE IS COMPATIBLE WITH EXISTING DOOR/FRAME PREP. IF ANY CONCERNS, NOTIFY ARCHITECT VIA RFI IMMEDIATELY.

REQUEST FOR PROPOSAL NARRATIVE

RFP #046

PROJECT NAME: HCDE Administration Building
PROJECT CODE: HCIR22

ISSUE DATE: January 8, 2025

This narrative is supplementary to the Drawings and Project Manual issued as part of the Request for Proposal and is separated into sections for convenience. However, all contractors, subcontractors, material suppliers and other parties involved shall be responsible for reviewing the entire Request for Proposal. Failure to list an item(s) in all affected sections of this Request for Proposal does not relieve any party affected from performing per instructions, provided the information is set forth one time anywhere in the Request for Proposal.

The work described below is not a change order or a direction to proceed. Please submit an itemized listing of costs proposed for the following summary of work described.

The Reception Desk on Level 1 shall be equipped with a local momentary pushbutton to initiate a building wide lock down sequence. When initiated, all exterior doors shall be locked. This includes the two sets of double doors from the garage (doors A & B), the door at the back receiving area (door C), and one set of double doors at the front of the building (door D). Provide cabling for connection of the pushbutton to an input on the access control system hardware. Coordinate requirements with Owner's security access control vendor. This lockdown sequence shall only be released with a valid credential card scan from a lockdown release card reader at the Reception Desk. The lock down pushbutton shall be an STI SS2 series or equivalent momentary-contact push button with stainless steel backplate with red-colored polycarbonate cover. Provide clear polycarbonate cover pushbutton to avoid accidental activation. Button shall be labeled "LOCKDOWN".

END OF REQUEST FOR PROPOSAL NARRATIVE

Change Request

DUROTECH
BUILDERS OF INTEGRITY
11931 Wickchester Lane #205
Houston, TX 77043-6892
Phone: 281.558.6892

Owner : Harris County Board of Education Purchasing
6300 Irvington
Houston, TX 77022

Project: 22- 751- / HCDE Administration Building Renovatior
6300 Irvington Blvd
Houston, TX 77022

Submitted Date:

PCOType: PCO

Change Request # : 193 PCO-193 / RFP 056 Misc Site Ext Building Improvements

Item : 1 PCO-193 / RFP 056 Misc Site Ext Building Improvements

Phase	Description	Cost Type	Estimated Cost
321723- - -	Power Washing & Joint Sealant Replacement	4 S	34,070.00

Requested Total For Item 1 **34,070.00**
Added Days for Item: 0

Item : 2 PCO-193 / RFP 056 Misc Site Ext Building Improvements

Phase	Description	Cost Type	Estimated Cost
024119- - -PC193	PCO-193/(demo) RFP 056 Misc Site Ext Build Improvements	4 S	757.70

Requested Total For Item 2 **757.70**
Added Days for Item: 0

Total For Change Request **34,827.70**
Total Added Calendar Days: 0

NOTE: IF AMOUNTS ARE NOT TAKEN FROM CONTINGENCY ALLOWANCE, OR THE ALLOWANCE IS EXCEEDED, THEN THE FINAL QUOTE AMOUNT MUST BE ADJUSTED FOR THE APPROPRIATE MARK UP, INSURANCE, BONDS AND OTHER APPLICABLE COSTS.

THE COMPENSATION REQUESTED BY THIS PROPOSAL, DOES NOT INCLUDE ANY AMOUNTS FOR CHANGES IN THE SEQUENCE OF WORK, EXTENDED OVERHEAD, DELAYS, DISTRIBUTIONS AND/OR IMPACT COSTS, AND THE RIGHT IS EXPRESSLY RESERVED TO MAKE CLAIMS FOR ANY AN ALL OF THESE RELATED ITEMS OF COST PRIOR TO ANY FINAL SETTLEMENT OF THIS CONTRACT.

THIS SHEET IS TO BE INCLUDED IN ITS ENTIRETY AS PART OF A CHANGE ORDER OR CONTINGENCY AUTHORIZATION. NO PART OF THIS SHEET MAY BE EXCLUDED FROM INCLUSION AS PART OF A CHANE ORDER OR CONTINGENCY AUTHORIZATION WITHOUT THE EXPRESS WRITTEN CONSENT OF DUROTECH, INC.

Submitted By: Durotech, Inc.
Signed: Stephen Richardson Digitally signed by Stephen Richardson DN: C=US, E=Stephen@durotechgc.com, O=Durotech, OU=G-Unit, CN=Stephen Richardson Date: 2025.03.31 15:16:33-05'00'
Date:

Reviewed By: cre8 Architects
Signed:
Date:

Approved By: Harris County Board of Education F
Signed:
Date: 700

PROPOSAL

PO BOX 1474
777 Preston St Unit 38E
Houston, TX 77002
Office: 888-212-6675
jwilcox@jetsetcompany.com
Jetsetcompany.com

FOR: Harris County Department of Education Building
6300 Irvington Blvd
Houston, TX 77002

Salesperson	Payment terms	Date
Kayla Clement	Net 30	3/18/2025

Qty	Description	Unit price	Line total
1	Remove and replace all expansion joints in front of building on courtyard area with Dow 795.		$6,700
1	Power wash entire building		$9,250
1	Acid wash white effervescence off the building		$3,200
1	OPTIONAL: Pressure washing exterior walls of parking garage		$12,420
		Total	$31,570

Thank you for your business!

Stephen Richardson

From: James Wilcox <jwilcox@jetsetcompany.com>
Sent: Tuesday, March 25, 2025 6:54 AM
To: Stephen Richardson
Cc: Kayla Clement
Subject: Additional Work

CAUTION: This email originated from outside of the organization.

Hey Stephen:

We have been working diligently getting the job done over at Harris County. We expect to have it all completed by Thursday and looking really good. I think Frankie is really happy with the progress.

I did not see that the entire front porch needed to come out as well when I gave the estimate. I had thought it was just the concrete out front, but Frankie let me know that had to come out too after I had given the estimate. I'd like to request an ***additional $2,500*** to cover caulk and backer rod materials if you can swing it, and we will soak up the labor.

I do not like going back to the well for more money after the fact and if this is not acceptable to you all I understand and will eat the cost. We want nothing more than a great relationship with you guys and If it's too late to add that now we understand. Either way we will have it completed by Thursday looking sharp.

Thanks for your consideration.

Thank you.

Jim Wilcox, President
Jet Set Company
State Certified Building Contractor
State Certified Commercial Roofer
OSHA 30 Certified
LIC # FL CBC1253037
LIC # LA 70275
SAM # UEI ZBRHQ126GSU6
CAGE CODE 8LKT2



888-212-6675 (Office)
850-443-4363 (Mobile)
777 Preston St. Unit 38E
Houston, Tx 77002
jwilcox@jetsetcompany.com
www.jetsetcompany.com
www.jetsetroofing.com

MOTIVATION INNOVATION RESULTS

JOB NAME: HCDE Admin Reno

JOB NUMBER: 22-751

ITEM: Demo Exterior Signage per RFP 056

RFP # 1

DATE: 3/31/2025

No.		Description	Quantity	Unit	Unit Man Hrs.	Unit Labor	Unit Material	Unit Tools/Equip.	Unit Sub	Extended Man Hrs.	Extended Labor	Extended Material	Extended Equip.	Extended Sub	Total	Line Item Totals
1	Demo Signage per RFP 056															
1.1		Foreman	1	EA	8	52.12	0.00	0.00		8.00	416.96	0.00	0.00	0.00	416.96	
1.2		Laborer 1	2	EA	8	27.37	9.50			16.00	54.74	19.00	0.00	0.00	73.74	
2										0.00	0.00	0.00	0.00	0.00	0.00	
2.1										0.00	0.00	0.00	0.00	0.00	0.00	
2.2																
2.3																
3																
3.1																
3.2																
4																
4.1																
4.2																
14		Supervision	0	Hrs.	1	57.00				0.00	0.00	0.00	0.00	0.00	0.00	
15		Foreman	0	Hrs.	1	28.00				0.00	0.00	0.00	0.00	0.00	0.00	
17		Consumables	0	Lot			0.67				0.00	0.00	0.00	0.00	0.00	
									Subtotal	24.00	471.70	19.00	0.00	0.00	490.70	0.00
								Labor Burden	42%		198.11				198.11	
								Sales Tax (Consumables & Equipment)	8.25%			0.00	0.00		0.00	
									Subtotal		669.81	19.00	0.00	0.00	688.81	
			0	Days												
												5.00%		Subs	0.00	
												10.00%		Self Performed	68.88	
														TOTAL	757.70	

3815 Montrose Boulevard
Suite 123
Houston, Texas 77006

713.526.cre8 (2738)
713.526.3198 fax

cre8 ARCHITECTS

Date: 04 February 2025

Architect's Request for Proposal

Project: HCDE Administration Building Renovations
cre8 Project No.: 21-007
RFP Number: 056

Instructions:

MISCELLANEOUS SITE & BUILDING EXTERIOR ITEMS:

56A: Replace joint sealant in concrete walk and plaza area @ main entrance.

56B: Power wash existing concrete walks @ main entrance area and along Irvington Boulevard north to service drive entrance & east along Caplin Street to gated entrance to east lobby entrance area.

56C: Remove existing, install new decorative ornamental metal fencing, and gate south entrance to walk area between building and garage structure.

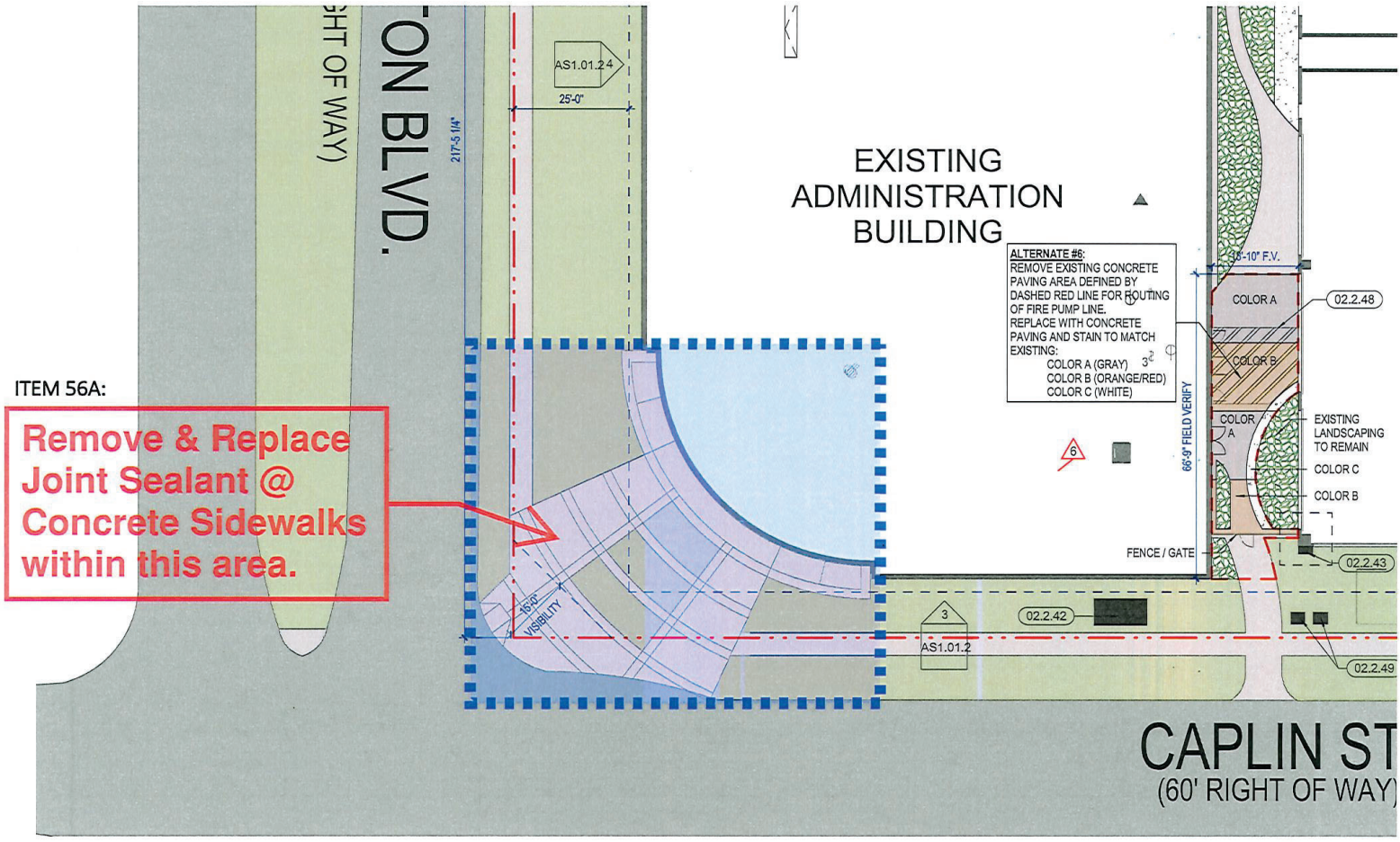
56D: Remove the original HCDE metal logo / street address from the west elevation of the Building. Power wash the entire exterior of the existing building.

The work described above is not a change order or a direction to proceed. Please submit an itemized listing of costs proposed for the work described.

Issued By: Jerry Bevel
cre8 Architects

Attachments:

Copies: File


ITEM 56A:
Remove & Replace Joint Sealant @ Concrete Sidewalks within this area.
ON BLVD.
HT OF WAY)
AS1.01.24
25'-0"
217'-5 1/4"
EXISTING ADMINISTRATION BUILDING
ALTERNATE #6:
REMOVE EXISTING CONCRETE PAVING AREA DEFINED BY DASHED RED LINE FOR ROUTING OF FIRE PUMP LINE.
REPLACE WITH CONCRETE PAVING AND STAIN TO MATCH EXISTING:
COLOR A (GRAY)
COLOR B (ORANGE/RED)
COLOR C (WHITE)
45'-10" F.V.
COLOR A
02.2.48
COLOR B
COLOR A
EXISTING LANDSCAPING TO REMAIN
COLOR C
COLOR B
66'-9" FIELD VERIFY
FENCE / GATE
02.2.43
02.2.42
AS1.01.2
02.2.49
45'-0" VISIBILITY
CAPLIN ST
(60' RIGHT OF WAY)

CAPITOL BLIND & DRAPERY COMPANY, INC.
1801-1803 HYDRO DR.
AUSTIN, TX 78728
512-990-8033

RE: HCDE ADMIN RENO RFP 058

BID DATE: 2/19/2025

SPEC SECTION: ROLLER WINDOW SHADES

ACKNOWLEDGE _0_ ADDENDUM

QUANTITY	ESTIMATED FINISH AND SPECIFICATION
48	MECHO BRAND MECHO 5 MANUAL SINGLE ROLLER WINDOW SHADES WITH FASCIA. FABRIC QUOTED IS ECOVEIL 6753. STANDARD RECTANGULAR SHADE.
19	MECHO BRAND SHADE ARCHES SHADES ATTACHED WITH VELCROVE. FABRIC QUOTED IS ECOVEIL 6753.

$ 50,020.00

IMPORTANT QUALIFICATIONS

ONE MOBILIZATION FOR INSTALLATION NOT A PHASED PROJECT

NO CONCRETE, CMU, BRICK OR RED STEEL INSTALLATION. BLOCKING (BY OTHERS) MUST BE PROVIDED OR ATTACH TO WINDOW FRAME

EXTRA MATERIALS NOT SPECIFIED OR INCLUDED.

THIS PRICE INCLUDES MATERIALS, INSTALLATION AND FREIGHT. THIS PRICE DOES NOT INCLUDE SALES TAX. THIS PRICE IS VALID FOR 45 DAYS. THIS PRICE IS BASED ON LISTED SIZES AND QUANTITIES ONLY.

SINCERELY,

CAPITOL BLIND AND DRAPERY COMPANY, INC.

Kevin King

KEVIN KING
TERRITORY MANAGER
CAPITOLBLIND@YAHOO.COM

AS SENT
2/19/25

Change Request

DUROTECH
BUILDERS OF INTEGRITY
11931 Wickchester Lane #205
Houston, TX 77043-6892
Phone: 281.558.6892

Owner : Harris County Board of Education Purchasing
6300 Irvington
Houston, TX 77022

Project: 22- 751- / HCDE Administration Building Renovatior
6300 Irvington Blvd
Houston, TX 77022

Submitted Date:

PCOType: PCO

Change Request # : 184 PCO-184 / RFP 060 New AV Screens at L1 Seminar Rooms

Item : 1 PCO-184 / RFP 060 New AV Screens at L1 Seminar Rooms

Phase	Description	Cost Type		Estimated Cost
271000- - -PC184	PCO-184 / (AV) RFP 060 New AV Screens at L1 Seminar Rms	4	S	37,312.17

Change Request

DUROTECH
BUILDERS OF INTEGRITY
11931 Wickchester Lane #205
Houston, TX 77043-6892
Phone: 281.558.6892

Owner : Harris County Board of Education Purchasing
6300 Irvington
Houston, TX 77022

Project: 22- 751- / HCDE Administration Building Renovatior
6300 Irvington Blvd
Houston, TX 77022

Submitted Date:

Total For Change Request 37,312.17

NOTE: IF AMOUNTS ARE NOT TAKEN FROM CONTINGENCY ALLOWANCE, OR THE ALLOWANCE IS EXCEEDED, THEN THE FINAL QUOTE AMOUNT MUST BE ADJUSTED FOR THE APPROPRIATE MARK UP, INSURANCE, BONDS AND OTHER APPLICABLE COSTS.

THE COMPENSATION REQUESTED BY THIS PROPOSAL, DOES NOT INCLUDE ANY AMOUNTS FOR CHANGES IN THE SEQUENCE OF WORK, EXTENDED OVERHEAD, DELAYS, DISTRIBUTIONS AND/OR IMPACT COSTS, AND THE RIGHT IS EXPRESSLY RESERVED TO MAKE CLAIMS FOR ANY AN ALL OF THESE RELATED ITEMS OF COST PRIOR TO ANY FINAL SETTLEMENT OF THIS CONTRACT.

THIS SHEET IS TO BE INCLUDED IN ITS ENTIRETY AS PART OF A CHANGE ORDER OR CONTINGENCY AUTHORIZATION. NO PART OF THIS SHEET MAY BE EXCLUDED FROM INCLUSION AS PART OF A CHANE ORDER OR CONTINGENCY AUTHORIZATION WITHOUT THE EXPRESS WRITTEN CONSENT OF DUROTECH, INC.

Submitted By: Durotech, Inc.	**Reviewed By:** cre8 Architects	**Approved By:** Harris County Board of Education F
Signed: _____	**Signed:** _____	**Signed:** _____
Date: _____	**Date:** _____	**Date:** _____



HCDE

RFP 060 New AV Screens at L1 Seminar Rooms

BD-25-027 Revision: 0

February 21, 2025

INTRODUCTION

February 21, 2025

HCDE
RFP 060 New AV Screens at L1 Seminar Rooms

NCS Quote BD-25-027

Thank you for allowing Network Cabling Services the opportunity to provide you with this proposal for the RFP 060 New AV Screens at L1 Seminar Rooms.

NCS was founded in 1981 in Houston, TX, as a technology-driven, single-source solution provider for all our client's audio visual, cabling infrastructure, design-consulting, networking, and security needs.

Since then, we have grown to more than 300 employees across six Texas locations while expanding our services to in-building wireless systems to deliver public safety and cellular communications and network-powered lighting systems.

After you have reviewed the project scope and summary considerations, please indicate your acceptance by signing where indicated and return a fully executed copy to NCS.

If you have any questions about this proposal or require additional information, please do not hesitate to contact me.

Respectfully,

Brandon Dousay
Designer, Designer Engineer

PRICING SUMMARY

60A AV System

Materials	$27,812.16
Labor	$8,547.99
Shipping & Handling	$952.02
Total	$37,312.17

60B AV System

Materials	$8,244.41
Labor	$2,839.07
Shipping & Handling	$282.24
Total	$11,365.72

PROJECT TOTAL (Tax not included)	**$48,677.89**

*Payments made by credit card/purchasing card will incur an additional 3.8% processing fee.

*If P&P Bonds are needed, please add $1,216.95

SCOPE OF WORK

Thank you for allowing Network Cabling Services the opportunity to provide you with this proposal regarding the HCDE RFP 060 project.

This Proposal is based on the following:

- Specifications dated 2/11/2025

Scope of Work

- NCS will demo three existing projection screens and provide/ install three new 58" x 104" projection screens per the 60A instructions.
- NCS will demo one existing projection screen and provide/ install one new 65" x 116" projection screen per the 60B instructions

Project Assumptions and Exclusions

- NCS assumes that the AC power for these screen locations will be disconnected and reconnected by others and is not part of this scope.
- NCS assumes that if any of the ceiling needs to be modified to accommodate the new screens this will be done by others.
- NCS assumes that the screen surface for the 65" x 116" screen can be HDC1.1 type, because the Parallax Pure listed on the RFP is not availble in this large of a size.

The current state of unprecedented production delays among technology manufacturers has led to extremely long product lead times on many products. In some cases, delays are over 12 months from the time an order is placed. NCS will work with our manufacturers and our customers to provide alternate solutions as available when encountered delays affect a project timeline.

Projects with defined specifications are quoted to match consultant designs. Product delays will be addressed during the submittal process.

ITEM DETAILS

60A AV System

3	**Da-Lite 29778C** 58" x 104" Powered Screen
3	**NCS Demo Existing Screen** [OFE] - Remove Existing Projection Screen
3	**NCS Projector Screen Mounting Hardware** Misc Unistrut, Beam Clamps, All Thread, Washers, Nuts. Ect.
1	**Travel**

Materials	$27,812.16
Labor	$8,547.99
Shipping & Handling	$952.02
Total	$37,312.17

*Payments made by credit card/purchasing card will incur an additional 3.8% processing fee.
*If P&P Bonds are needed, please add $932.80

ITEM DETAILS

60B AV System

1 **Da-Lite 89932C**
65" x 116" Powered Screen

1 **NCS Demo Existing Screen**
[OFE] - Remove Existing Projection Screen

1 **NCS Projector Screen Mounting Hardware**
Misc Unistrut, Beam Clamps, All Thread, Washers, Nuts. Ect.

1 **Travel**

Materials	$8,244.41
Labor	$2,839.07
Shipping & Handling	$282.24
Total	$11,365.72

*Payments made by credit card/purchasing card will incur an additional 3.8% processing fee.
*If P&P Bonds are needed, please add $284.14

QUALIFICATIONS

- The communications industry is currently experiencing volatile price increases and unusually long lead times on cabling, metal accessories and electronic devices. Due to the rapidly changing conditions of the industry, NCS is only able to guarantee our pricing for fourteen (14) days. Additionally, although we will make our best effort to meet all requested time commitments, we are currently subject to supply chain delays which may impact the project schedule.
- A 3.8% processing fee will be added to the price quoted if payment is made via a credit card or purchasing card.
- The cost for bonding has not been included in the proposed price unless specifically called out.
- The cost for taxes, if included in the above proposed price, is an estimate only. If taxes are required to be collected, an additional line item will be added to the invoice. The customer is required to pay all applicable taxes unless a tax-exempt certificate is provided in advance.
- NCS shall perform the work described within using non-union employees. If union employment is required, it must be agreed upon and specifically documented by the owner and NCS.
- NCS has not included pricing for participation in a composite cleaning crew. If this is required, an additional price can be given.
- Samples and attic stock are not included in this proposal.
- The project schedule as agreed upon by the owner and NCS prior to purchase shall remain in place throughout the project. Changes to the project schedule resulting from delay by other trades, request by the owner, or to meet construction milestones may result in the issuance of a change order to address lost time or overtime incurred by NCS.
- Any changes or additions to the Scope of Work or the Bill of Materials shall be executed in writing as a change order. Verbal instructions to field technicians do not authorize changes to the scope of work.
- Unless specifically requested and indicated in the proposal, all work described herein will be performed during the normal business hours of 7 AM – 5 PM, Monday through Friday.
- On-site parking shall be provided when available. Parking permits where applicable shall be provided free of charge to NCS.
- All necessary building access shall be provided including but not limited to access through doors, elevators, stairwells, etc.
- All security badges, keys or personnel escorts shall be provided as required by the owner.
- The project site shall be ready for NCS to proceed with the work specified within this document upon our scheduled arrival to the site. This includes the site being clean and dust free, free from obstructions, free of other trades, and free of any scheduled events.
- All required infrastructure provided by the owner or other trades shall be complete prior to NCS commencing work on the project unless specifically authorized by NCS. This shall include all electrical power, conduits and junction boxes, and all data lines not being provided by NCS (including POTS, ISDN, and LAN).
- All owner or contractor supplied information regarding site conditions is accurate in detail. Information my include CAD drawings, blueprints, building plans and layouts, or other data types transmitted electronically or through print.
- All owner furnished equipment shall be provided at the start of the project unless otherwise agreed upon. All equipment must be presented in good, working order. No owner furnished equipment shall be covered under any warranty provided by NCS unless specifically requested and agreed upon by the owner and NCS.
- All necessary ceiling trim work, woodworking, millwork, drywall repair and painting shall be provided by the owner or owner furnished contractor. NCS shall not provide these services unless specifically agreed upon in advance and specifically documented.
- All equipment in the project shall become property of the owner once it is physically installed on the site. NCS shall not be liable for any damage or loss of the equipment once it is physically installed unless agreed upon in advance and specifically documented.
- This scope of work and project proposal contains specific proprietary information and intellectual property. It may not be distributed to other parties outside of appropriate owner representatives without prior written authorization by NCS.

STANDARD TERMS & CONDITIONS

1. Engagement of Services
Once work is authorized by the customer, Network Cabling Services is committed to certain "ramp up" expenses, both direct and indirect (i.e., specific training, travel, special tools, materials, project management, etc.) which are generally priced into the entire scope of the project. If the project is canceled, delayed, terminated or significantly changed through no fault of Network Cabling Services, these expenses will be due and payable to Network Cabling Services on a pro-rate basis. Any request for reimbursement of these expenses will be itemized and defined.

2. Changes to Scope of Work
Network Cabling Services will notify the customer if there is a material change, scheduling change, or construction delay beyond the scope of work and no fault of Network Cabling Services requiring Network Cabling Services to expend more monies budgeted. The customer agrees to pay Network Cabling Services for such expenses plus reasonable profit and overhead if the customer desires to continue under the changed Scope of Work.

3. Permits and Taxes
Permits are not included unless specifically noted otherwise. Permits, inspection fees, drawings, etc., will be provided by Network Cabling Services at the cost of obtaining them. Taxes are not included in the proposal price unless specifically noted otherwise.

4. Network Cabling Services Employees
The customer agrees that it shall not hire any employee of Network Cabling Services who is currently working on a project for the customer, or any employee of Network Cabling Services who has worked on a project for the customer within the last twelve months. The customer further agrees not to hire any former Network Cabling Services employee that performed any work on a project for the customer at any time within the prior twelve months. The customer agrees and understands that this provision is necessary so that Network Cabling Services can protect its investment of time and money in its employees, as well as any confidential or proprietary information known by its employees.

5. Payment Terms
Standard payment terms are net due in ten days from invoice date unless stated differently in the above proposal. A service charge may be charged on all past due amounts. Amounts will be considered past due 30 days after date of invoice. You may avoid a service charge or additional service charges upon payment at any time of the unpaid balance. All payment terms are subject to change based on credit review and approval.

6. Warranty
All installation work will meet or exceed all NEC, Federal, State, and local codes that may apply. No performance warranty will be issued by Network Cabling Services. A one-year workmanship warranty will be issued on all installed materials from the date of acceptance.

7. Indemnity
The customer agrees to defend and indemnify Network Cabling Services from any and all third party claims, demands, actions, lawsuits liability, damages and/or costs, including reasonable attorney's fees and expert fees, arising out of or relating to Network Cabling Services work under this agreement or the Scope of Work under this agreement, regardless of the cause, including active or passive negligence of Network Cabling Services, the customer, or others, unless such claim, demand, action, lawsuit, liability, damage or cost is caused by the sole negligence of Network Cabling Services.

8. Attorneys' Fees
If Network Cabling Services is required to hire attorneys to collect amounts owed under this agreement, the customer agrees to reimburse Network Cabling Services for all attorneys' fees, expert fees and other legal expenses that it may incur to collect such amount.

9. Incorporation by Reference
Unless expressly agreed in writing otherwise, these Standard Terms and Conditions are a part of and hereby incorporated by reference, all proposals submitted by Network Cabling Services to the customer and any Credit Agreement signed by the customer, and all terms and conditions of any such proposals or Credit Agreements.

By signing this proposal, the signators of this agreement warrant that they have the authority to enter into this contract and that they have read the above Standard Terms and Conditions and agree to abide by them.

ACCEPTED BY: _____

Purchase Order

Purchase Order #: 22-751-005 **Project**: 22- 751- HCDE Administration Building Renovation **Page:** 1

Vendor: 100588 **Indeco Sales Inc.**

Date Ordered: 03/25/25
Ordered By: 814
Expected Date :
Payment Terms: Net 30 days

Bill : **Durotech, Inc.**
11931 Wickchester Lane #205
Houston, TX 77043-6892 US

Ship To:
6300 Irvington Boulevard
Houston, TX 77022 US

Via:

Item	Material	Description	Send	UM	Units	Unit Cost	Total
1	L4 Chairs	L4 Chairs	Y	LS	0.000	0.00000	6,974.55
						SubTotal	6,974.55
						Total:	**6,974.55**

Reference this PO number (#22-751-005) on all correspondence and invoicing. Include language; "phase code 113111---PC187 & cost type 4" on all invoicing as well.

Authorized Signature: Stephen Richardson Digitally signed by Stephen Richardson DN: C=US, E=stephenr@durotechgc.com, O=Durotech, OU=G-Unit, CN=Stephen Richardson Date: 2025.03.25 16:06:39-05'00'

Vendor Signature:

Durotech, Inc. 11931 Wickchester Lane #205, Houston, TX 77043-6892 US
Phone: 281.558.6892 Fax: 832.456.2509

3815 Montrose Boulevard
Suite 123
Houston, Texas 77006

713.526.cre8 (2738)
713.526.3198 fax

cre8 ARCHITECTS

Date: 25 February 2025

Architect's Request for Proposal

Project: HCDE Administration Building Renovations
cre8 Project No.: 21-007
RFP Number: 061

Instructions:

Purchase of designated FFE Items Supplied by Indeco:

- Six (6) Conference Room Chairs – Level 4 (Superintendent's Office)

The work described above is not a change order or a direction to proceed. Please submit an itemized listing of costs proposed for the work described.

Issued By: Jerry Bevel
cre8 Architects

Attachments: Indeco Quote 15340 dated 19 February 2025 - $6,974.55

Copies: File

Indeco
Furniture Done Right

Proposal

Indeco - Houston
805 E. 4th Avenue
Belton, TX 76513
Phone: 1-800-692-4256

Order Number	15340
Date	02/19/2025
Customer PO No	
Customer Name	Harris County Dept of Education
Salesperson	Ariel Persaud
Project Number	
Terms	NET 30
Page	1 of 1

TO
Harris County Dept of Education
6300 Irvington Blvd
Houston, TX 77022

ATTN: AP
Email: accountspayable@hcde-texas.org

SHIP TO
Administration Building
6300 Irvington Blvd
Houston, TX 77022

ATTN: Joe Carreon
Phone: 281-745-5489
Email: jcarreon@hcde-texas.org

Prepared for : Ariel Persaud

Line	Quantity	Description	Unit Price	Extended Amount
1	6.00 Each	SITONIT 6423Y.AR8--LEATHER-~-LG3-LENA-~-E3-B11-C16-HR1C0-AB Prava, Highback, Enhanced Synchro Cntrl, AR8 Arm LEATHER:Leather Grade Selections ~:No Selection LG3:Grade 3 Leather Selection LENA:Lena Color Selection ~:Lena Sequoia E3:Seat Depth Adjustment Upgrade B11:Silver Metallic Base C16:Carpet Casters HR1C0:Headrest (to match chair textile) AB:Fully Assembled in a Bag	1,043.47	6,260.82
2	1.00 Each	Indeco Freight Freight Freight	237.91	237.91
3	1.00 Each	Indeco Install Install Install	475.82	475.82
			Order Sub-Total :	$6,974.55
			TOTAL ORDER :	**$6,974.55**

Please review the quotation and notify us if any changes are needed. Pricing is valid for 30 days from date above.
Thank you for the opportunity to be of service!

THE ANCHOR GROUP, INC.
WWW.ANCHORTEXAS.COM
803 E. Whitney
Houston, TX 77022

ANCHOR FENCE
ANCHOR SECURITY TECHNOLOGIES
ANCHOR ACCESS CONTROL
TEXAS VINYL SYSTEMS
PHONE: 713-699-0723
FAX: 713-699-2825

PROPOSAL

Date: April 1, 2025
Customer: Durotech
Attention: Stephen Richardson
Project: HCDE Admin Reno
Addendum Acknowledgments: N/A

ANCHOR FENCE PROPOSES TO SUPPLY AND INSTALL THE FOLLOWING SCOPE OF WORK:

6' Design Master Fence and Gates:

- Remove and haul away the existing ornamental fence and gates.
- 136 linear feet of 6' tall Design Master Classic welded wire mesh fence with brown finish.
- 2 ea.- 9' wide x 6' tall double swing gates with pad lockable latches.
- 2 ea.- 4' wide x 6' tall single swing gates with lever handle and dead bolts.
- Powder coated brown finish.

Chemetal Decorative Fence:

- Remove and haul away the existing decorative fence panels.
- 23'-8" linear feet of 4'-8" Chemetal Decorative laser cut panel system #571 Avator Pattern.
- Powder coated sky blue finish.

Price: $ 30,534.00
Tax NOT included.

Exclusions:

- Sales tax, survey, grounding, permitting, engineered drawings, core drilling, panic hardware, and electrical services.

Customer Signature: _____ Date: _____

Best Regards,
James Kaler
Project Estimator
Jkaler@Anchortexas.com

Quote

Date: 04/04/2025
LF Quote#: 0000435781
PO#:
Project: Harris County Department of Education Administration Building

Bill To: Durotech
ATTN: Accounts Payable
11931 Wickchester Lane
Suite 205
Houston, TX 77043-4501

CORPORATE
7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577
FSC# NC-COC-001261

Ship To: Durotech
ATTN: Stephen Richardson
11931 Wickchester Lane
Suite 205
** CONFIRM **
Houston, TX 77043-4501

Ship To Contact Phone:(281)558-6892
Ship Via: Common Carrier
F.O.B.: Destination

Qty	Description		Unit Price	Total Price
	* FORKLIFT REQUIRED TO OFFLOAD *			
	When ordering please confirm:			
	• Shipping address and contact information (name and ph#)			
	• Billing address and contact information			
	• Is your firm or the project tax exempt? If so, exemption certificate must accompany order			
	• Delivery schedule:			
	___Ship immediately upon completion			
	OR Ship On/After the date:_____			
14			$ 560.00	$ 7,840.00
	21 Chair			
	Style:	*21 Chair*		
	Arm Option:	*End Arms*		
	Frame Powdercoat Color:	*Terra*		
	Panel Powdercoat Color:	*Terra*		
14			$ 540.00	$ 7,560.00
	21 Chair			
	Style:	*21 Chair*		
	Arm Option:	*No Arms*		
	Frame Powdercoat Color:	*Terra*		
	Panel Powdercoat Color:	*Terra*		
4			$ 1,900.00	$ 7,600.00
	Contour Table			
	Top Shape:	*Round*		
	Top Size:	*49-1/4" Diameter*		
	Base Style:	*Traditional*		
	Mounting:	*Freestanding*		
	Top Powdercoat Color:	*Nutmeg*		

Cust #: 095WZ
SSR: Cathy Comeaux-Wright
Rep: Houston Team, HOU01

Purchaser

Landscape Forms Customer Service
Seller

Quote

Date: 04/04/2025
LF Quote#: 0000435781
PO#:
Project: Harris County Department of Education Administration Building

Bill To: Durotech
ATTN: Accounts Payable
11931 Wickchester Lane
Suite 205
Houston, TX 77043-4501

CORPORATE
7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577
FSC# NC-COC-001261

Ship To: Durotech
ATTN: Stephen Richardson
11931 Wickchester Lane
Suite 205
** CONFIRM **
Houston, TX 77043-4501

Ship To Contact Phone:(281)558-6892
Ship Via: Common Carrier
F.O.B.: Destination

Qty	Description		Unit Price	Total Price
	Base Powdercoat Color:	*Nutmeg*		
2			$ 2,900.00	$ 5,800.00
	Contour Table			
	Top Shape:	*Rectangle*		
	Top Size:	*39-3/4" x 63"*		
	Base Style:	*Traditional*		
	Mounting:	*Freestanding*		
	Top Powdercoat Color:	*Nutmeg*		
	Base Powdercoat Color:	*Nutmeg*		
2			$ 3,500.00	$ 7,000.00
	Monterey			
	Unit:	*Club Chair*		
	Standard Accessory Pillow Quantity:	*One Pillow Included*		
	Additional Accessory Pillows Desired:	*No Additional Pillows*		
	Weather Cover:	*No Cover*		
	Mounting:	*Freestanding*		
	Cushion Fabric Color:	*Breeze*		
	Frame Powdercoat Color:	*Moss*		
	Accessory Pillow Fabric Color:	*Breeze*		
1			$ 800.00	$ 800.00
	Cora Table			
	Table Size:	*Small*		
	Mounting:	*Freestanding*		
	Top Powdercoat Color:	*Moss*		
	Base Powdercoat Color:	*Moss*		
3			$ 1,770.00	$ 5,310.00
	Lakeside Litter			
	Style:	*Side Opening*		
	Options:	*None*		

Cust #: 095WZ
SSR: Cathy Comeaux-Wright
Rep: Houston Team, HOU01

Landscape Forms Customer Service

Purchaser

Seller

Quote

Date: 04/04/2025
LF Quote#: 0000435781
PO#:
Project: Harris County Department of Education Administration Building

CORPORATE
7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577
FSC# NC-COC-001261

Bill To: Durotech
ATTN: Accounts Payable
11931 Wickchester Lane
Suite 205
Houston, TX 77043-4501

Ship To: Durotech
ATTN: Stephen Richardson
11931 Wickchester Lane
Suite 205
** CONFIRM **
Houston, TX 77043-4501

Ship To Contact Phone:(281)558-6892
Ship Via: Common Carrier
F.O.B.: Destination

Qty	Description		Unit Price	Total Price
	Material:	*Plain Design*		
	Powdercoat Color:	*Nutmeg*		
0			$ 1,690.00	$ 0.00
	Lakeside Litter			
	Style:	*Top Opening*		
	Options:	*None*		
	Material:	*Plain Design*		
	Powdercoat Color:	*Nutmeg*		
4			$ 4,430.00	$ 17,720.00
	Gus Planter			
	Style:	*24" Straight*		
	Seat Insert:	*Seat Insert Not Available*		
	Mounting:	*Freestanding*		
	Drain Hole Option:	*No Drain Hole*		
	Frame and End Plate Powdercoat Color:	*Fog*		
	Panel Powdercoat Color:	*Fog*		

Item Total	$ 59,630.00
Shipping & Handling	$ 8,060.00
Sub Total	$ 67,690.00
Estimated Tax	$ 5,584.43
Document Total	$ 73,274.43

Payment Terms: PENDING

Landscape Forms, Inc. reserves the right to change payment terms based on payment history as well as information obtained from commercial credit reporting agencies.

Cust #: 095WZ
SSR: Cathy Comeaux-Wright
Rep: Houston Team, HOU01

Landscape Forms Customer Service

Purchaser | Seller

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- Purchaser is responsible for confirming options, materials, quantities, etc., for completeness and conformity to plans and specifications.
- Changes to or cancellations of orders may incur a penalty charge of 30% or more. Special orders may not be changed or cancelled.
- Studio 431 (custom) orders cannot be cancelled once purchase order is received and approved.
- Studio 431 orders are subject to price increase after engineering/product development is complete and approved by designer, end user and purchaser. Modifications in price will be handled via Change Order.
- All orders that include a swing product must include an executed liability waiver to be accepted and entered into production.
- Only the Material Supplier Standard Limited Warranty shall apply to all product sold by Landscape Forms. No other warranties or changes to the standard warranty will be applied or accepted.
- No merchandise can be returned without authorization from Landscape Forms. Returns may be subject to a disposition fee of 30-100%.
- Prices based on quantities shown and quantity changes may affect price.
- QUOTED prices are held for 60 days. After receipt of a written ORDER, prices will be held for up to twelve months from receipt of the order. Changes in quantity or specification may affect pricing. Upfit and Scenic pricing will only be held for six months after receipt of a written order.
- Pricing includes selection from our standard color palette. Optional colors and custom color matches are available for an additional fee and will extend lead-time. Please contact our corporate office for more information.
- Fixtures for custom products are the property of Landscape Forms, Inc., and are not available for sale.
- Landscape Forms is a supplier only and ships via common carrier. Customer is responsible for offloading and installing unless otherwise indicated above.
- Handling fees alone will apply on third party and customer pick-up orders.
- Mounting hardware is only available on a limited number of products. Please consult the installation recommendations or contact our corporate office to confirm. In the event hardware is provided, it MUST be used for proper installation.
- Refer to Care and Maintenance guidelines for more detailed information and instructions.
- All orders ship upon completion of fabrication. A one-week grace period may be available, after which storage fees will apply.
- This Agreement contains the entire understanding between the parties. All prior communications are merged into this Agreement. The terms of this Agreement shall control any conflict between documents.
- This Agreement may be signed by the parties separately and by facsimile, and together they shall be deemed one binding, original Agreement.
- Purchaser shall pay all costs and expenses paid or incurred by Landscape Forms, Inc. in collecting any amounts due for goods purchased by Purchaser, including without limitation, reasonable attorneys' fees and collection costs. Balances on invoices not paid within 30 days of date of invoice, or within an alternate period of time as determined and indicated by Landscape Forms, shall incur interest at a rate of 18% per annum. Cash discounts are not offered.

Cust #: 095WZ
SSR: Cathy Comeaux-Wright
Rep: Houston Team, HOU01

Landscape Forms Customer Service

Purchaser | Seller

Quote

Date: 04/04/2025
LF Quote#: 0000435781
PO#:
Project: Harris County Department of Education Administration Building

Bill To: Durotech
ATTN: Accounts Payable
11931 Wickchester Lane
Suite 205
Houston, TX 77043-4501

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Ship To: Durotech
ATTN: Stephen Richardson
11931 Wickchester Lane
Suite 205
** CONFIRM **
Houston, TX 77043-4501

Ship To Contact Phone:(281)558-6892
Ship Via: Common Carrier
F.O.B.: Destination

- The quoted price may include estimated tax, duties and tariffs. Actual tax, duties and tariffs shall be purchaser's responsibility and may be added to an invoice as a separate and additional charge to purchaser unless an acceptable exemption certificate is presented.
- To the extent purchaser supplies or modifies the standard specifications for any products, Landscape Forms, Inc. expressly disclaims all representations and warranties related to such products or their design whether express or implied except that the products shall be manufactured in accordance with purchaser's specifications.
- **REMITTANCE OPTIONS:** For information on paying via credit card, ACH, direct bank transfer, or wire please email us at AR@landscapeforms.com. Please note all credit card charges will be subject to a 3% surcharge. Mail payments to:

USD Checks
Landscape Forms, Inc.
Dept 78073
PO Box 78000
Detroit, MI 48278-0073
USA

CAD Cheques
Landscape Forms, Inc.
PO Box 2408
Station A
Toronto, Ontario M5W 2K6
CAN

Cust #: 095WZ
SSR: Cathy Comeaux-Wright
Rep: Houston Team, HOU01

Landscape Forms Customer Service

Purchaser | Seller

Electrical. Building Technologies.
13209 Ann Louise Rd.
Houston, TX 77086

COMPANY NAME: Durotech, Inc.
COMPANY ADDRESS: 11931 Wickchester Lane, Suite 205
COMPANY PHONE: (281) 558-6892

QUOTE ORDER #:CO-54 - Elevator Work

PROJECT ID #: HCDE Administration Building Renvations

Change Order

Technician's Name:	3/21/2025	No. of Pages: 1 of 1
Contact Name: Kevin Arvizo	Contact Phone #: (832) 504-8539	

Change Order Description

Provide and install (2) 60 Amp disconnects with fuses and shunt trip s for each elevator
Provide and install (2) 30A 250V disconnects for cab lights
Replace existing receptacle with GFCI receptalce

Itemized Materials Description

Item Number:	Description:	Amount:	
BASE SCOPE	**LABOR COST**	$	6,264.00
	MATERIAL COST	$	3,216.00
	CONTRACTORS MARK-UP (10%)	$	948.00
	Total :	$	10,428.00

Submitted By: Kevin Arvizo

Authorized By:_____

Date:_____

Signature:_____

HUATAN

a different green

HUATAN LANDSCAPING, LLC
800 Town and Country Blvd. Suite 500,
Houston, TX 77024. (832) 827–8558
www.huatan.us

PROPOSAL

Submit to: Durotech
Attn: Stephen Richardson - Project Manager
Email: stephenr@durotechgc.com
Phone: (281) 848-2483

From: Justin Kahn
Office: Dept of Estimating
Date: 3/10/2025
Property: HCDE Admin Bldg Renovations

Project Description	QTY	UNIT PRICE	Total
FINE GRADE (installed)			
Fine Grading	1,026	$ 0.50	$ 513.00
Loamy Soil	10	$ 65.00	$ 650.00
SHRUBS (installed) *The plan specs +/-, so I added to the number count to add cushion. We can always deduct .*			
1g Flax Lily	250	$ 15.00	$ 3,750.00
Ardisia (flats/liners)	42	$ 29.99	$ 1,259.58
1g Foxtail Fern	32	$ 11.00	$ 352.00
1g Alpinia Nutans	66	$ 23.00	$ 1,518.00
GROUNDCOVER/SOD (installed)			
St Augustine Sod 7 pallets	3,053	$ 0.72	$ 2,198.16
SOIL, MULCH, STONE AND AGGREGRATE (installed)			
Mulch cuyds	2	$ 55.00	$ 110.00
Bullrock	2	$ 175.00	$ 350.00
FRENCH DRAIN & CATCH BASIN INSTALL (installed) 18' of French Drain			
ADS 4 in. x 100 ft. Single Wall Pipe Perforated (roll)	1	$ 150.00	$ 150.00
French Drain System Non-Woven Geotextile Fabric, Heavy Duty Garden Weed Barrier Fabric Roll,	1	$ 100.00	$ 100.00
Pea Gravel cuyds	1	$ 95.00	$ 95.00
NDS Square Catch Basin Kit Green With Grate, 2 Outlets & Plug 12 in.	3	$ 151.35	$ 454.05
DEMO, REMOVAL, CLEAN UP			
In work areas, remove grass, all plants not to remain, all red mulch and various edging (per sqft)	16	$ 133.00	$ 2,128.00
Clean out existing drainage basins	3	$ 66.50	$ 199.50
Steel Edging (10ft strips includes stakes) 292lnft	30	$ 40.00	$ 1,200.00
IRRIGATION CHECK			
Troubleshoot irrigation	1	$ 250.00	$ 250.00
IRRIGATION REPAIR			
Install/Complete in Place	1	$ 2,589.67	$ 2,589.67

Acceptance of this proposal: The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. Date of Acceptance: Signature:
Note: This proposal may be withdrawn by us if not accepted in forty-five (45) days. There are no guarantees or warranties relating to continued life or growth of plant material beyond 90 days from the project completion unless specifically stated here: There are no guarantees for any damage to plants caused by overwatering or underwatering, from pets or other animals, or from over fertilization, pests, or diseases. Contractor shall not be responsible for any damage done by inclement weather or Acts of God (snow, rain, hurricane, high speed winds).

Price	$17,866.96
Sales Tax	$0.00
Total	**$17,866.96**

Respectfully Submitted,

Sergio Grado
Regional Director of Business Development
Huatan Landscaping, LLC
8701 New Trails Dr.
Suite 150
The Woodlands, TX 77381
(832) 928-2135 mobile
sgrado@huatan.us
www.huatan.us

Southern Tile & Terrazzo Co., Inc.

MEMBER
NATIONAL TERRAZZO & MOSAIC ASSOCIATION
ASSOCIATE MEMBER
HOUSTON CHAPTER AGC

SOUTHERNTILETERRAZZO.COM

TILE & TERRAZZO CONTRACTORS
6829 LINDBERGH
HOUSTON, TEXAS 77087
OFFICE - (713) 649-2434
FAX - (713) 649-6141

BID PROPOSAL

BID TO: DUROTECH, INC.
ATTN: STEPHEN RICHARDSON

DATE: 3/14/2025
PHONE: 281-848-2483
FAX:

PROJECT: HCDE ADMINISTRATION BUILDING

LABOR INCLUDED YES X NO ____ TAX INCLUDED YES ____ NO X

MATERIAL INCLUDED YES X NO ____

ADDENDUM ACKNOWLEDGED NONE

BID PRICE: TWENTY THREE THOUSAND, SEVE HUNDRED AND FORTY DOLLARS , $ 23,740.00

SCOPE OF WORK/SPECIFICATION SECTIONS:

TERRAZZO REPAIR

BREAKDOWN:

1. REFINISH EXISTING TERRAZZO FLOOR - $20,790.00
2. PATCH TERRAZZO HOLES AT HCDE BLDG - $1,850.00
3. PATCH TERRAZZO HOLE AT HCDE ADULT EDUCATION BLDG - $1,100.00

EXCLUSIONS/QUALIFICATIONS TO BID:

1. TERRAZZO REFINISHING AT THE HCDE BLDG INCLUDES GOING THROUGH THE GRINDING PROCESS AND REINSTALLING A PENETRATING SEALER. OWNERS WILL COME IN AND PROVIDE TOPICAL SEALER ONCE WE ARE COMPLETE.
2. APPROVED SAMPLES WILL BE UTILIZED TO MAKE PATCHES.
3. NO FINAL PROTECTION OF COMPLETED WORK IS INCLUDED.

ACCEPTANCE OF BID MUST BE WITHIN THIRTY (30) DAYS OF THIS DATE, AND BID IS VOID THEREAFTER AT THE OPTION OF SOUTHERN TILE & TERRAZZO CO., INC. OUR BID PROPOSAL SHALL BE MADE A PART OF ANY SUBSEQUENT AGREEMENT.

SUBMITTED BY: Collin New

PRINTED NAME: Collin New (Estimator)

DUROTECH
BUILDERS OF INTEGRITY

EXTENDED GENERAL CONDITIONS BREAKDOWN

PROJECT NO.: 22-751				**ESTIMATOR:**		VM	
PROJECT NAME: HCDE Administration Building Renovation				**SITE AREA:**			SF
OWNER: Harris County Department of Education				**SITE PAVING & WALKS:**			SF
ADDRESS: 6300 Irvington Blvd, Houston TX 77022				**BUILDING AREA:**		68,800	SF
ARCHITECT: Cre8 Architects				**WEEKS:**		12	WK
BID DATE & TIME: Tuesday, 15 November 2022 @ 2 PM				**MONTHS:**		3	MO

		DESCRIPTION	QTY	UNIT	LABOR UNIT	LABOR TOTAL	MATERIAL UNIT	MATERIAL TOTAL	TOTAL COSTS	GROUP TOTAL
01 10 00		**SUPERVISION**								
01 31 05	3	SUPERINTENDENT (S2)	12	WK	2430.80	29170			29170	Franqui Rojo
01 31 20		CONTRACT ADMINISTRATOR	1	WK	2554.40	2554			2554	
01 31 25	2	PROJECT MANAGER 2	6	WK	3090.00	18540			18540	Stephen Richardson
01 53 70	6, 7	VP FIELD OPER/SAFETY MANAG	3	WK	236.90	711			711	2 HRS/WK
		IT COORDINATOR		WK	4000.00					
		SUBTOTAL				$ 50,975		$ -	$ 50,975	$ 50,975
01 15 00		**TEMPORARY/GEN. CONDITIONS**								
01 52 15	12, 12a	OFFICE TRAILER	3	MO			400.00	1200	1200	EXISTING SPACE
01 52 20	34	STORAGE TRAILER	3	MO			97.43	292	292	
01 51 25	12	TEMP. TOILETS	3	MO			796.83	2390	2390	4 TOILETS
	12	HAND WASH STATIONS	3	MO			164.05	492	492	1 WASH STATIONS
01 51 20	17	TEMP. WATER	3	MO			100.00	300	300	
01 51 40	16	INTERNET/PHONE/FAX LINE	3	MO			225.00	675	675	
01 51 50	18	CELL PHONE - SUPT/ASST/FE	3	MO			75.00	225	225	1 PERSONS
01 51 55	16	TABLET - DATA SERVICE	3	MO			100.00	300	300	1 PERSONS
01 32 05		FIELD ENGINEER	12	WK	1600.00	19200			19200	COW
01 53 35	28	SAFETY - DRUG TEST	1	LS			500.00	500	500	
01 53 45	26	SAFETY INSPECTIONS	3	MO			295.00	885	885	$295/VISIT
01 53 05	23	FIRST AID/SAFETY	3	MO			150.00	450	450	
01 33 05	19	ICE & CUPS	3	MO			150.00	450	450	
01 31 30	10	TRUCK FUEL/MILEAGE	3	MO			750.00	2250	2250	SUPT.
01 31 45	10	TRUCK ALLOWANCE	3	MO			750.00	2250	2250	SUPT.
01 58 05		WEEKLY CLEANUP	12	WK			65.00	780	780	COW
01 58 10	32	FINAL CLEANUP	68,800	SF			0.22	15136	15136	
	27	PPE FOR STAFF & VISITORS	1	LS			500.00	500	500	
01 33 41	20	PRINTS/SPECS	1	LS			2500.00	2500	2500	
01 56 10		TEMPORARY FENCE	3	MO			750.00	2250	2250	
01 33 15	22	JOB PHOTOS	3	MO			50.00	150	150	
01 31 60		TRAVEL EXPENSES	3	MO			200.00	600	600	PM
01 53 55		JOB TRAILER SECURITY	3	MO			35.00	105	105	
01 33 20	13	JOB OFFICE SUPPLIES	3	MO			125.00	375	375	
01 33 30	14	COPY MACHINE	3	MO			450.00	1350	1350	
01 53 10	30	FIRE EXTINGUISHERS	8	EA			100.00	800	800	
01 78 05	8	CLOSEOUT COORDINATOR	1	MO	6062.00	6062			6062	
01 78 05	36,37,38	CLOSEOUT DOCUMENTS	1	LS			1500.00	1500	1500	
01 33 25	24	DELIVERY FEES	3	MO			125.00	375	375	
	15	IT SUPPORT	1	LS			12900.00	12900	12900	X Contract Amount
	15	ERP SYSTEM	1	LS			14100.00	14100	14100	X Contract Amount
		SUBTOTAL				$ 25,262		$ 66,081	$ 91,343	$ 91,343
01 20 00		**EQUIPMENT**								COW
01 59 10	34	SMALL TOOLS	3	MO			225.00	675	675	
01 59 15	34	SMALL EQUIP. RENT	3	MO			400.00	1200	1200	
01 59 20		EQUIP. REPAIRS	1	LS			500.00	500	500	
01 59 25	34	GANG BOX	3	MO			600.00	1800	1800	
01 51 70	15	COMPUTER SUPPORT	3	MO			85.00	255	255	1 PERSONS
01 58 30	31	TRASH CONTAINER	3	MO			1031.31	3094	3094	

		DESCRIPTION	QTY	UNIT	LABOR UNIT	LABOR TOTAL	MATERIAL UNIT	MATERIAL TOTAL	TOTAL COSTS	GROUP TOTAL
		SUBTOTAL				$ -		$ 7,524	$ 7,524	$ 7,524
	SUBTOTAL				$ -			$ 149,842		
	BOND				$ -			$ 17,246		
	GL INSURANCE				$ -			$ 1,045		
	BUILDERS RISK				$ -			$ 65		
	TOTAL GENERAL CONDITIONS				$ -			$ 168,197		
	FEE							$ 5,887		
	GRAND TOTAL							$ 174,084		

Regular Board Meeting **7. 4.**

Meeting Date: April 16, 2025

Title: Contract Amendment with cre8 Architects

Submitted For: Joe Carreon, Facilities **Submitted By:** Jessica Bermea

Additional Resource Personnel:

Information

Posted Agenda Item:

Consider approval of Contract Amendment #2 with cre8 Architects (Job No. 24/042IA) for Additional Services regarding Miscellaneous Project Scope and Design Revisions at 6300 Irvington Blvd., Houston, TX 77022 in the amount of **$108,300** and delegate authority to the Superintendent or his designee to negotiate, finalize and execute the Contract Amendment.

Subject:

Consider approval of Contract Amendment #1 with cre8 Architects (Job No. 24_042IA) for Additional Services regarding Miscellaneous Project Scope and Design Revisions at 6300 Irvington Blvd, Houston, TX 77022 in the amount of **$108,300.00** and delegate authority to the Superintendent or his designee to negotiate, finalize and execute the Contract Amendment.

Rationale:

Consider approval of Contract Amendment #1 with cre8 Architects (Job No. 24_042IA) for Additional Services regarding Miscellaneous Project Scope and Design Revisions at 6300 Irvington Blvd, Houston, TX 77022 in the amount of **$108,300.00** and delegate authority to the Superintendent or his designee to negotiate, finalize and execute the Contract Amendment.

Attachments

cre8 Architects

Form Review

Inbox	Reviewed By	Date
Purchasing		
Purchasing Director		
Assistant Superintendent - Business		
Form Started By: Jessica Bermea		Started On: 04/07/2025 10:11 AM

3815 Montrose Boulevard, Suite 123
Houston, Texas 77006

713.526.cre8 (2738)
713.526.3198 fax

05 April 2025

Joe Carreon, Construction Director
Harris County Department of Education
6300 Irvington Boulevard
Houston, Texas 77022

Re: HCDE Administration Building Renovations
Additional Services for Miscellaneous Project Scope & Design Revisions

Dear Joe:

cre8 Architects is pleased to submit our fee proposal to provide additional services for the following:

- Landscape & Irrigation Scope (not originally included in project scope)
- Design and Documentation for the conversion of the originally designed Fitness Center into an Employee Break/Calm Area
- Selection of Site Furnishings and Design Modifications to the Exterior Employee Break area located at Level 01 of the Garage/Conference Center Building. Scope includes furnishings, screen wall, lighting improvements and floor surfacing.
- Design and Documentation for the conversion of the Level 01 Breakroom into a Food Preparation / Serving Kitchen.

Project Parameters

- Landscape Design and Documentation.
- Design, Presentation and Documentation of work to convert the originally designed Fitness Center space for alternate use as an Employee Break/Calm space.
- Mechanical, electrical and technology systems will be redesigned as required to serve the modified building areas included in this scope change.
- Design and Documentation of Exterior Employee Break Area to include new Site Furnishings, Lighting and Floor Surfacing.
- Program and develop Conceptual Plan(s) to convert the Level 01 Breakroom into a Food Preparation / Serving Kitchen.

Project Design and Construction Documentation

- The revised pricing documents / construction documents for modifications will be submitted to the CMaR for review and pricing upon completion.

Professional Fee/Payment

The professional fee (architectural and engineering) for the redesign services is as follows:

- A fixed lump sum amount of $19,300.00 for the re-design scope.
- A fixed lump sum amount of $50,500.00 for the Food Preparation / Serving Modification.
- Reimbursable Expense Estimate of $38,500.00

3815 Montrose Boulevard, Suite 123
Houston, Texas 77006

713.526.cre8 (2738)
713.526.3198 fax

Please call if you have questions or require additional information. As discussed, cre8 will proceed immediately with the redesign services upon notification.

cre8tively;

Jerry Bevel

Jerry Bevel
cre8 Architects

Regular Board Meeting **8. 1.**

Meeting Date: April 16, 2025

Title: Obtain legal advice regarding litigation

Submitted For: Jessica Bermea, Board of Trustees **Submitted By:** Jessica Bermea

Information

Posted Agenda Item:

Obtain legal advice regarding pending litigation against HCDE.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Human Resources		
Superintendent's Office		
Form Started By: Jessica Bermea		Started On: 03/27/2025 09:23 AM

Regular Board Meeting **8. 2.**

Meeting Date: April 16, 2025

Title: Deliberate HCDE Trustee Position 4, Precinct 3

Submitted For: Jessica Bermea, Board of Trustees **Submitted By:** Jessica Bermea

Information

Posted Agenda Item:

Deliberate the evaluation, duties, and/or discipline of HCDE officers, including, but not limited to, HCDE Trustee Position 4, Precinct 3, and obtain legal advice regarding the same.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Human Resources		
Superintendent's Office		
Form Started By: Jessica Bermea		Started On: 03/27/2025 09:24 AM

Meeting Date: April 16, 2025

Information

Employment

Possible action regarding pending litigation against HCDE.

Change of Status

Termination

Other

Routine personnel items: 551.074

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Human Resources		
Superintendent's Office		
Form Started By: Jessica Bermea		Started On: 03/27/2025 09:26 AM

Information

Employment

Possible action regarding the evaluation, duties, and/or discipline of HCDE Trustee Position 4, Precinct 3.

Change of Status

Termination

Other

Routine personnel items: 551.074

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Human Resources		
Superintendent's Office		
Form Started By: Jessica Bermea		Started On: 03/27/2025 09:27 AM

Information Items

Regular Board Meeting **11. 1.**

Meeting Date: April 16, 2025
Title: Grant Submission
Submitted For: Joyce Akins, Center for Grants Development
Submitted By: Alma Ochoa
Additional Resource Personnel: Dr. Lisa Caruthers, Danielle Bartz

Information

Posted Agenda Item:

Submission of grant proposal to the Moody Foundation, via the Education Foundation of Harris County, in the amount of $180,000 to support CASE for Kids' LevelUp! Houston.
Requested funds will serve 1,200 students in grades 4-8 to help develop skills in STEM subjects, problem-solving and teamwork. The project will also assist 250 out-of-school time professionals with career advancement.

Subject:

Grant proposal; CASE for Kids; Moody Foundation; Level Up! Houston

Rationale:

Center for Grants Development assisted CASE for Kids in submitting a grant proposal to the Moody Foundation via the Education Foundation of Harris County in the amount of $180,000 for the Level Up! Houston project. Requested funds will serve 1,200 students in grades 4-8, over a two-year period, to help them develop skills in STEM subjects, problem-solving and teamwork. The project will also help 250 out-of-school time professionals learn new skills for career advancement.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing	Yaritza Roman	03/25/2025 03:38 PM
Purchasing Director	Edna Johnson	03/25/2025 05:14 PM
Assistant Superintendent - Business	Jesus Amezcua	04/02/2025 06:11 PM
Form Started By: Alma Ochoa		Started On: 03/20/2025 04:02 PM
Final Approval Date: 04/02/2025		

Personnel

Regular Board Meeting **11. A. 1.**

Meeting Date: April 16, 2025

Title:

Submitted By: Jessica Bermea

Recommended Action: Approve

HCDE Goal(s):

Additional Resource Personnel:

Facilities/Technology Approval Needed?:

Information

Posted Agenda Item:

Personnel

Subject:

Rationale:

Fiscal Impact

Attachments

Personnel

Form Review

Form Started By: Jessica Bermea Started On: 04/03/2025 12:24 PM

Final Approval Date: 04/03/2025

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Regular Board Meeting **11. A. 2.**

Meeting Date: April 16, 2025

Title:

Submitted By: Jessica Bermea

Recommended Action: Approve

HCDE Goal(s):

Additional Resource Personnel:

Facilities/Technology Approval Needed?:

Information

Posted Agenda Item:

Employee Count

Subject:

Rationale:

Fiscal Impact

Attachments

Employee Count

Form Review

Form Started By: Jessica Bermea Started On: 04/03/2025 12:24 PM

Final Approval Date: 04/03/2025

Harris County Department of Education

Employee Count - March 2025

	Full-Time											Part-Time										FT/PT
DIVISION	A	E	H	I	O	P	S	T	TS	TSV	Total	A	AE	E	H	I	O	P	S	TS	Total	Total
ACADEMIC & BEHAVIOR SCH-E	3	0	0	25	1	5	2	0	20	0	56	0	0	0	0	0	0	0	0	2	2	58
ACADEMIC & BEHAVIOR SCH-W	3	0	0	23	0	4	2	0	25	2	59	0	0	0	0	0	0	0	0	6	6	65
ADMINISTRATION	9	0	0	0	0	0	4	0	0	0	13	0	0	0	0	0	0	0	0	0	0	13
ADULT EDUCATION	17	0	0	0	2	0	17	0	0	0	36	0	143	0	0	4	0	0	0	0	147	183
BUSINESS SERVICES	11	0	0	0	0	0	7	0	0	0	18	0	0	0	0	0	0	0	1	0	1	19
CENTER FOR EDUCATOR SUCCESS	8	0	0	0	0	0	4	0	0	0	12	0	0	0	0	0	0	0	1	0	1	13
CENTER FOR GRANTS DEVELOPMENT	5	0	0	0	0	0	1	0	0	0	6	0	0	0	0	0	0	0	0	0	0	6
CENTER SAFE & SECURE SCHOOLS	6	0	0	0	0	0	1	0	0	0	7	0	0	0	0	0	0	0	0	0	0	7
CHOICE PARTNERS	13	0	0	0	0	0	6	0	0	0	19	0	0	0	0	0	0	0	0	0	0	19
COMMUNICATIONS & CREATIVE SVCS	6	0	0	0	0	0	1	5	0	0	12	0	0	0	0	0	0	0	0	0	0	12
CTR FOR AFTERSCHL SUM & ENRICH	28	0	0	0	0	0	7	0	0	0	35	1	0	0	0	0	0	0	22	0	23	58
FACILITIES	5	0	0	0	39	0	5	0	0	0	49	0	0	0	0	0	1	0	0	0	1	50
FORTIS ACADEMY	2	0	0	1	0	3	1	0	5	0	12	0	0	0	0	0	0	0	0	0	0	12
HEAD START	0	135	76	0	26	0	12	0	0	0	249	0	0	5	1	0	0	0	0	0	6	255
HIGHPOINT EAST	4	0	0	10	0	3	3	0	20	0	40	0	0	0	0	0	0	0	0	4	4	44
HUMAN RESOURCES	8	0	0	0	0	0	3	0	0	0	11	0	0	0	0	0	0	0	0	0	0	11
INFORMATION TECHNOLOGY SVCS	0	0	0	0	0	0	1	26	0	0	27	0	0	0	0	0	0	0	0	0	0	27
MARKETING & CLIENT ENGAGEMENT	6	0	0	0	0	0	1	0	0	0	7	0	0	0	0	0	0	0	0	0	0	7
PROCUREMENT SERVICES	5	0	0	0	0	0	3	0	0	0	8	0	0	0	0	0	0	0	0	0	0	8
RECORDS MANAGEMENT	2	0	0	0	7	0	6	0	0	0	15	0	0	0	0	0	0	0	0	0	0	15
RESEARCH & EVALUATION	7	0	0	0	0	0	1	0	0	0	8	0	0	0	0	0	0	0	0	0	0	8
SCHOOL-BASED THERAPY SVCS	1	0	0	0	0	107	33	0	0	0	141	0	0	0	0	0	0	36	3	0	39	180
SCHOOLS	4	0	0	0	1	1	2	0	0	0	8	0	0	0	0	0	0	0	0	5	5	13
TOTAL	153	135	76	59	76	123	123	31	70	2	848	1	143	5	1	4	1	36	27	17	235	1,083

A = Administration
AE = Adult Education
AS = Substitute Assistant Principal
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
TSV = Intern Teachers

Meeting Date: April 16, 2025