

# H-GAC

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

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Cooperative Agreement - Contract - Fonroche Lighting America Inc. - Public Services - ID: 13524 - SL12-24

## MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Fonroche Lighting America Inc., hereinafter referred to as the Contractor, having its principal place of business at 4900 David Strickland Rd, Fort Worth, TX 76119.

WITNESSETH:

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

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

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

### **ARTICLE 1: LEGAL AUTHORITY**

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

### **ARTICLE 2: APPLICABLE LAWS**

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

### **ARTICLE 3: PUBLIC INFORMATION**

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

### **ARTICLE 4: INDEPENDENT CONTRACTOR**

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

**ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR**

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

**ARTICLE 6: SUSPENSION AND DEBARMENT**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

**ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)**

H-GAC’s goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

**Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was**

**considered in a procurement transaction, etc.**

**ARTICLE 8: SCOPE OF SERVICES**

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

**ARTICLE 9: PERFORMANCE PERIOD**

This Master Agreement shall be performed during the period which begins Dec 01 2024 and ends Nov 28 2028. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

**ARTICLE 10: PAYMENT OR FUNDING**

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

**ARTICLE 11: PAYMENT FOR WORK**

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

**ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS**

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

**ARTICLE 13: REPORTING REQUIREMENTS**

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

**ARTICLE 14: INSURANCE**

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

**ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS**

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

**ARTICLE 16: AUDIT**

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and

agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

**ARTICLE 17: TAX EXEMPT STATUS**

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

**ARTICLE 18: EXAMINATION OF RECORDS**

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

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

**ARTICLE 19: RETENTION OF RECORDS**

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

**ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS**

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

**ARTICLE 21: CHANGE ORDERS AND AMENDMENTS**

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and

that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

#### **ARTICLE 22: CONTRACT ITEM CHANGES**

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

#### **ARTICLE 23: CONTRACT PRICE ADJUSTMENTS**

##### **Price Decreases**

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

##### **Price Increase**

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract

period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

### **Price Changes**

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

### **Requesting Price Increase/Required Documentation**

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, [james.glover@h-gac.com](mailto:james.glover@h-gac.com).

### **Review/Approval of Requests**

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

### **ARTICLE 24: DELIVERIES AND SHIPPING TERMS**

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

### **ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)**

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for

any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

**ARTICLE 26: MANUALS**

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

**ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS**

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

**ARTICLE 28: WARRANTIES, SALES, AND SERVICE**

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

**ARTICLE 29: TERMINATION PROCEDURES**

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

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

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

B. *Default*

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

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the

Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

### **ARTICLE 30: SEVERABILITY**

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

### **ARTICLE 31: FORCE MAJEURE**

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

### **ARTICLE 32: CONFLICT OF INTEREST**

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

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

### **ARTICLE 33: FEDERAL COMPLIANCE**

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d)

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

**ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)**

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

**ARTICLE 35: DOMESTIC PREFERENCE**

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

**ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS**

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master

Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

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

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

**ARTICLE 37: INDEMNIFICATION AND RECOVERY**

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

**ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

**ARTICLE 39: TITLES NOT RESTRICTIVE**

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

**ARTICLE 40: JOINT WORK PRODUCT**

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

**ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL**

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the

performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

**ARTICLE 42: COPELAND “ANTI-KICKBACK” ACT**

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**ARTICLE 43: DISCRIMINATION**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

**ARTICLE 44: DRUG FREE WORKPLACE**

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

**ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS**

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

**ARTICLE 46: WARRANTY AND COPYRIGHT**

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

**ARTICLE 47: DATA HANDLING AND SECURITY**

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

#### **ARTICLE 48: DISPUTES**

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

#### **ARTICLE 49: CHOICE OF LAW: VENUE**

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

#### **ARTICLE 50: ORDER OF PRIORITY**

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

#### **ARTICLE 51: WHOLE MASTER AGREEMENT**

**Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided.** The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

#### **ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)**

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration ([www.SAM.gov](http://www.SAM.gov)) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

#### **ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS**

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must

comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

**SIGNATURES:**

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

**Fonroche Lighting America Inc.**

**H-GAC**

Signed by:  
  
Signature [11AECB1CE8844BE...]

Name Hocine Benaoum

Title CEO

Date 11/21/2024

DocuSigned by:  
  
Signature [82EC270D5D61423...]

Name Chuck Wemple

Title Executive Director

Date 11/27/2024

# H-GAC

Houston-Galveston Area Council

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

**Cooperative Agreement - Contract - Fonroche Lighting America Inc. - Public Services - ID: 13524**

## MASTER SPECIAL PROVISIONS

**Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed.** Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

### **ARTICLE 1: BIDS/PROPOSALS INCORPORATED**

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

### **ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")**

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

### **ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE**

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

**EXCEPTION:** This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

**ARTICLE 4: PARTY LIABILITY**

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

**ARTICLE 5: GOVERNING LAW & VENUE**

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

**ARTICLE 6: SALES AND ORDER PROCESSING CHARGE**

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

**ARTICLE 7: LIQUIDATED DAMAGES**

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

**ARTICLE 8: INSURANCE**

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

#### **ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

#### **ARTICLE 10: ORDER PROCESSING CHARGE**

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

#### **ARTICLE 11: CHANGE OF STATUS**

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

#### **ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS**

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

### **ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING**

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

### **ARTICLE 14: INSPECTION/TESTING**

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

### **ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS**

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

### **ARTICLE 16: BACKGROUND CHECKS**

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

### **ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION**

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

**ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION**

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

**ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)**

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

**ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)**

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

**ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)**

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

**ARTICLE 22: DOMESTIC PREFERENCE**

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

**ARTICLE 23: TITLE VI REQUIREMENTS**

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY**

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

**ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT**

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

**ARTICLE 26: PREVAILING WAGE**

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

**ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS**

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE**

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

**ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT**

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS**

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

**ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT**

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**Attachment A**  
**Fonroche Lighting America Inc.**  
**Solar Lighting Equipment and Related Services**  
**Contract No.: SL12-24**

<b>Manufacturer</b>	<b>Catalog Description</b>	<b>HGACBuy Discount</b>
Fonroche Lighting America Inc.	Solar Light & Pole Combinations	10%
Fonroche Lighting America Inc.	Preventative Maintenance Plan & System	10%
Fonroche Lighting America Inc.	Installation Support	0%
Fonroche Lighting America Inc.	Solar Bollard & Bollard Crystals	2%

## 3. Specifications/Categories/Scope of Work

*This is an indefinite quantity/indefinite delivery offerings contract – The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.*

### 3.1. Specifications

This solicitation is seeking responses which include products that are consistent with a member's exterior lighting needs, including road and street lighting, park and pathway lighting, parking lot lighting, and area lighting.

Responses should include optional products and services which could include the following: pole options and other mounting applications and options, solar panel options, energy storage and management options, "smart" or other networking equipment and options, wireless, camera, sound, and other connectivity options that could be located in same application, optional light/luminaire equipment, installation and initialization services, maintenance and warranty options, and other related products and services.

### 3.2. Pricing

Respondent will price complete solar powered lights and equipment catalog(s), inclusive of its complete list pricing book and options, with a designated percentage discount that will be applied to all subsequent purchase orders (percentage discount applied to current awarded list pricing).

Acceptable formats:

- Manufacturer's official list price book in effect at the time of proposal submittal, with Respondent including a separate percentage-off-list discount (e.g. "10%"); OR
- A custom, HGACBuy-specific price list created for this proposal, with Respondent including a disclosure of the percentage discount that was used in the HGACBuy-specific pricing.

Responses that fail to provide discounts for equipment / options / services may be deemed non-responsive and disqualified from solicitation.

As applicable, HGACBuy expects Respondent to include pricing with this response for typical and potential services / labor charges. For such pricing (e.g. installation), in order to accommodate the

varying and unforeseen needs of HGACBuy members nationwide, Respondent may employ one or more of the following approaches: specific cost-per service(s) price listing/table, a detailed by-region price package, a cost-per-hour format, or some version of the above. These can be framed as nationwide or detailed in a state or regional format as well.

NOTE: priced plans / services that are staggered will be priced as a single, complete annual fee, covering the payment stream total.

Respondent must include details on its current capabilities and present a thorough breakdown of various priced solutions and options for HGACBuy's Members. Respondent must be thorough enough in its specific solutions, package pricing, and individual models / components pricing so as to cover all or most of the typical and foreseeable configurations that may be encountered with local agencies.

### 3.3. Manuals and Equipment Specs

1. Contractor must supply at the time of delivery, at least one complete owner's manual or complete operations and service documentation covering the completed products as delivered and accepted.
2. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of the equipment in the response listing. Please upload in Section 9.1.11 - no zip files can be accepted.

### 3.4. Service / Maintenance Plans and Parts

All service/maintenance/support plan listings must clearly indicate the cost structure for such plans, including which costs and fees are included.

### 3.5. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased

- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate



**AGENDA**  
**HOUSTON-GALVESTON AREA**  
**COUNCIL**  
**BOARD OF DIRECTORS MEETING**  
**October 15, 2024 10:00 AM**  
**3555 Timmons Lane, 2nd Floor**  
**Conference Room B**  
**Houston, TX 77027**

1. INVOCATION
2. PLEDGE OF ALLEGIANCE
3. PUBLIC COMMENT
4. DECLARE CONFLICTS OF INTEREST
5. SAFETY BRIEFING

**ACTION**

6. CONSENT AGENDA

Items listed are of a routine nature and may be acted on in a single motion unless requested otherwise by a member of the Board.

- a. H-GAC BOARD MEETING MINUTES – SEPTEMBER 17, 2024  
Request approval of the minutes of the September 17, 2024, H-GAC Board Meeting. (Staff Contact: Vanessa McKeehan)
- b. FUNDING INCREASE FOR TRAFFIC INCIDENT MANAGEMENT  
Request approval to enter into an agreement with The Texas Department of Transportation to amend the advanced funding agreements by increasing the values for projects MPO ID 11917 for an amount not to exceed \$1,800,000 and MPO ID 17020 for an amount not to exceed \$3,100,000. (Staff Contact: Jamila Owens)
- c. CITY OF FRIENDSWOOD MASTER TRAILS PLAN  
Request authorization to contract with firms in the order presented for a contract term of one year, in an amount not to exceed \$250,000. (Staff Contact: Allie Isbell)
- d. COORDINATED HUMAN SERVICE AND PUBLIC TRANSPORTATION PLANNING ASSISTANCE GRANT 2024  
Request authorization to enter into a project agreement with the Texas Department of Transportation to support coordinated human service and public transportation planning, in an amount not to exceed \$255,000. (Staff Contact: Jamila Owens)
- e. INTERLOCAL AGREEMENTS FOR REGIONAL STRATEGIC TRANSPORTATION FUND  
Request authorization to execute Interlocal Agreement with the sponsors identified in the attached table to receive a minimum of \$5,550,000 into the Regional Strategic Transportation Fund. (Staff Contact: Callie Barnes)
- f. TITLE VI PROGRAM UPDATE  
Request approval of H-GAC's updated Title VI Program. (Staff Contact: Ayo

- Jibowu)
- g. HGACBUY SOLAR LIGHTING EQUIPMENT AND RELATED SERVICES  
Request authorization to negotiate contracts with respondents listed in the Award Recommendation Table for SL12-24 Solar Lighting Equipment and Related Services. (Staff Contact: Ronnie Barnes)
  - h. HOMEOWNER WASTEWATER ASSISTANCE PROGRAM SERVICE PROVIDER CONTRACTS  
Request authorization to conduct work with prequalified Septic System Contractors for the Homeowner Wastewater Assistance Program for the term of one year and extend the work for up to two additional one-year terms. Total amount not expected to exceed \$300,000. (Staff Contact: Todd Running)
  - i. QUARTERLY INVESTMENT REPORT - THIRD QUARTER 2024  
Request approval of the Third Quarter 2024 Investment Report. (Staff Contact, Christina Ordonez-Campos, CPA)

## **DISCUSSION**

### 7. FINANCE AND BUDGET COMMITTEE

Report on activities and Committee recommendations.

- a. MONTHLY FINANCIAL REPORT - SEPTEMBER 2024  
Request approval of the monthly financial report ending September 30, 2024. (Staff Contact: Christina Ordonez-Campos)
- b. RECOMMENDED 2025 SALARY PROGRAM  
Request approval of the recommended employee salary ranges for 2025. (Staff Contact: Teri Ramsey)
- c. INTEREST REINVESTMENT FUND  
Request approval to implement the interest reinvestment fund and the related designation and utilization strategy. (Staff Contact: Christina Ordonez-Campos, CPA)

### 8. BUDGET AND SERVICE PLAN

- a. ORIENTATION TO BUDGET & SERVICE PLAN  
For information only. No action required. (Staff Contact: Chuck Wemple)
- b. PRESENTATION OF PROPOSED H-GAC 2025 BUDGET & SERVICE PLAN  
Presentation and discussion of proposed H-GAC 2025 Budget & Service Plan. For information only, no action requested. (Staff Contact: Chuck Wemple)

### 9. H-GAC ADVISORY COMMITTEE APPOINTMENTS

- a. OCTOBER 2024 ADVISORY COMMITTEE AND AFFILIATE GROUP APPOINTMENTS  
Request approval of appointments to H-GAC advisory committees. (Staff Contact: William Matthews)

### 10. EXECUTIVE DIRECTOR'S REPORT

a. H-GAC SPOTLIGHT - CYBER SECURITY

For information only. No action requested. (Staff Contact: John Tran)

b. OUTREACH AND GOVERNMENT AFFAIRS REPORT

Update on important current and upcoming public affairs activities. No action requested. (Staff Contact: Rick Guerrero)

c. EXECUTIVE DIRECTOR'S REPORT

Report on current and upcoming H-GAC activities. (Staff Contact: Chuck Wemple)

11. ADJOURNMENT

In compliance with the Americans with Disabilities Act, H-GAC will provide for reasonable accommodations for persons attending H-GAC functions. Requests should be received by H-GAC 24 hours prior to the function.

## **H-GAC BOARD MEETING MINUTES – SEPTEMBER 17, 2024**

### **Background**

The H-GAC Board of Directors convenes on the third Tuesday of each month at 10:00 a.m. Meeting minutes are prepared following each Board meeting to summarize any action taken and document the attendance of Board members.

### **Current Situation**

A summary of the September 17 meeting of the H-GAC Board of Directors is attached and recommended for approval.

### **Funding Source**

N/A

### **Budgeted**

N/A

### **Action Requested**

Request approval of the minutes of the September 17, 2024, H-GAC Board Meeting. (Staff Contact: Vanessa McKeehan)

### **ATTACHMENTS:**

- September 17, 2024 Meeting Minutes
- Cover Memo

**MEETING MINUTES**  
**H-GAC BOARD OF DIRECTORS**  
**September 17, 2024**

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**ATTENDANCE ROSTER**

The following members of the Board of Directors (Board) of the Houston-Galveston Area Council (H-GAC) attended all or a portion of the September 17, 2024, Board meeting:

Austin County Judge Tim Lapham	City of Pasadena Council Member Dolan Dow
Brazoria County Commissioner Stacy Adams	City of Sugar Land Stewart Jacobson
Colorado County Judge Ty Prause	City of Texas City Commissioner Jami Clark
Galveston County Commissioner Joseph Giusti	
Harris County Commissioner Lesley Briones	General Law Cities:
Liberty County Judge Jay Knight	City of Waller Council Member Nancy Arnold
Matagorda County Judge Bobby Seiferman	City of Pattison Mayor Pro Tem Joe Garcia
Montgomery County Judge Mark Keough	
Walker County Commissioner Brandon Decker	Home Rule Cities (Less than 25,000):
Waller County Judge Trey Duhon	City of Bellaire Council Member Ross Gordon
Wharton County Judge Phillip Spenrath	City of Dickinson Mayor Pro Tem Johnnie Simpson
City of Alvin Council Member Martin Vela	
City of Conroe Council Member Howard Wood	Huntsville ISD Trustee Rissie Owens
City of Deer Park Council Member Tommy Ginn	
City of Friendswood Council Member Sally Branson	
City of Galveston Mayor Pro Tem Marie Robb	
City of Houston Council Member Sallie Alcorn	
City of Houston Vice Mayor Pro Tem Amy Peck	
City of Huntsville Mayor Russell Humphrey	
City of La Porte Council Member Bill Bentley (Alternate)	
City of Lake Jackson Mayor Gerald Roznovsky	
City of League City Council Member Tommy Cones	
City of Missouri City Council Member Jeffrey Boney	

The following Board members were not marked in attendance at the September 17, 2024, Board Meeting:

Chambers County Commissioner Tommy Hammond  
Fort Bend County Judge KP George  
Harris County Commissioner Adrian Garcia  
City of Baytown Councilmember Laura Alvarado  
City of La Porte Council Member Chuck Engelken  
City of Pearland Mayor Kevin Cole  
City of Rosenberg Mayor William Benton

(over)

## **CALL TO ORDER**

The Honorable Sallie Alcorn, City of Houston Council Member and Chair of the Board called the meeting to order at 10:10 a.m. on Tuesday, September 17, 2024, at 3555 Timmons Lane.

### **1. INVOCATION**

Montgomery County Judge, Mark Keough, gave the invocation.

### **2. PLEDGE OF ALLEGIANCE**

Montgomery County Judge, Mark Keough, led the Pledge of Allegiance and the Pledge to the Texas Flag.

## **ROLL CALL**

Chair Alcorn asked Vanessa McKeehan to conduct the Board of Directors roll call. Ms. McKeehan conducted the roll call and announced that a quorum was present. Mr. Guerrero introduced special guests in the audience: Melissa Washington (General Land Office), Stephanie Davidson (General Land Office), Freddy Guerra (Office of Commissioner Briones), Talya Morris (Office of Commissioner Briones), Aylin Rodriguez (Office of Commissioner Briones), Sarah Jones (Office of US Senator John Cornyn), Jean Mann (Office of County Judge Keough), Mayor Pro Tem Robert Richards (City of Brookshire), and Former Chair Darryl Morrison.

### **3. PUBLIC COMMENT**

Chair Alcorn invited comments from any members of the public who wished to participate during the meeting and asked Mr. Guerrero if any requests for public comments had been received. Mr. Guerrero stated that there was one public comment, Gladys House El. Ms. House El expressed concern about the Workforce Solutions Summer Youth Program. There being no further public comments Chair Alcorn proceeded to the next item on the agenda.

### **4. DECLARE CONFLICTS OF INTEREST**

Chair Alcorn called for any Board member with a conflict of interest to declare it at that time. Hearing no conflicts, Chair Alcorn proceeded to the next item on the agenda.

### **5. SAFETY TIP OF THE MONTH**

Chair Alcorn asked Scott Young, H-GAC Facilities Manager, to bring this month's safety tip. Mr. Young gave a brief presentation regarding Fire Wardens and their roles inside the conference room and identified the exits in case of an emergency.

### **6. CONSENT AGENDA**

Chair Alcorn called for the Consent Agenda and asked if there were any questions or items that required discussion. There being no questions, Montgomery County Judge Keough moved to approve the Consent Agenda. City of Dickinson Mayor Pro Tem Simpson seconded the motion. Chair Alcorn then called for a vote, which resulted in unanimous approval by all members present.

The following items were acted on by approval of the consent agenda:

- a. **H-GAC BOARD MEETING MINUTES – AUGUST 20, 2024** - Approved the minutes of the August 20, 2024, H-GAC Board Meeting.

- b. **HGACBUY - SEWER/STORM WATER, HYDRO-EXCAVATING EQUIPMENT AND RELATED SERVICES-A** - Approved contracts with respondents for Sewer/Storm Water, Hydro-Excavating Equipment and Related Services.
  - c. **BRAYS AND SIMS BAYOU WATERSHED PROTECTION PLAN** – Approved to enter into a contract with the Texas Commission on Environmental Quality to develop a Watershed Protection Plan for the Brays Bayou and Sims Bayou Watershed, not to exceed \$469,667.
  - d. **WATER QUALITY MANAGEMENT PLAN CONTRACT** - Approved to contract with the Texas Commission on Environmental Quality to conduct regional water quality planning activities, not to exceed \$234,720.
  - e. **AREA AGENCY ON AGING BYLAW AMENDMENTS** - Approved the Aging and Disability Advisory Committee’s bylaw amendments recommendations.
  - f. **AGING AND DISABILITY RESOURCE CENTER FUNDING AWARD** - Accepted funding from the Texas Health and Human Services Commission for the Aging and Disability Resource Center for Fiscal Year 2025, not to exceed \$314,968.00.
  - g. **WORKFORCE SOLUTIONS CONTENT MANAGEMENT SYSTEM** - Approved to extend contract with Ingeniux content management system for one additional year, not to exceed of \$66,020.
  - h. **ASANA PROJECT MANAGEMENT SOLUTION** - Approved to renew Asana Business License annual subscription, not to exceed \$114,552.
  - i. **FISCAL YEAR 2024 ANNUAL AUDIT ENGAGEMENT** - Approved authorization for H-GAC to engage the services of Whitley Penn for the Fiscal Year 2024 annual audit, not to exceed \$122,500. (Staff Contact: Christina Ordóñez-Campos, CPA)
  - j. **CHAIR COMMITTEE APPOINTMENTS** – Approved appointments to the Finance and Budget Committee, the Legislative Committee, and the Water Resources Committee.
7. **FINANCE AND BUDGET COMMITTEE**
- a. **Monthly Financial Report – AUGUST 2024**

Chair Alcorn announced that the Finance and Budget Committee met before the Board of Directors meeting under the leadership of the Committee Chair, City of Pattison Mayor Pro Tem Garcia. Mayor Pro Tem Garcia reported that the committee met with a quorum to consider several items on the agenda.

Mayor Pro Tem Garcia recognized Christina Ordonez-Campos, CPA, H-GAC Chief Financial Officer, to present the financial status report for August. Ms. Ordonez-Campos requested approval of the monthly financial report ending August 31, 2024.

Ms. Ordonez-Campos asked if there were any questions regarding the August financial report. There being none, City of Dickinson Mayor Pro Tem Simpson moved to approve, and City of Friendswood Councilmember Branson seconded the motion. With no additional discussion, Chair Alcorn called for the vote, which resulted in unanimous approval by all members present.

(over)

**8. HUMAN SERVICES**

Chair Alcorn called on Curtis Cooper, Senior Manager, who requested approval of the Area Agency on Aging Fiscal Year 2025 Contract Recommendation.

- a. AREA AGENCY ON AGING FISCAL YEAR 2025 CONTRACT RECOMMENDATION** – Approved authorization to contract Fiscal Year 2025, not to exceed \$9,247,540.

Chair Alcorn asked if there were any questions. There being none, Montgomery County Judge Keough moved to approve, and City of Missouri City Councilmember Boney seconded the motion. With no additional discussion, Chair Alcorn called for the vote, which resulted in unanimous approval by all members present.

**9. POLICY UPDATE**

Chair Alcorn called on Chuck Wemple, H-GAC executive Director, who requested approval of the Policy Update.

- a. H-GAC PROCUREMENT POLICY AND PROCEDURE UPDATE** – Approved the update to the H-GAC Procurement Policy and Procedure Manual.

Chair Alcorn asked if there were any questions. There being none, City of Dickinson Mayor Pro Tem Simpson moved to approve, and City of Friendswood Councilmember Branson seconded the motion. With no additional discussion, Chair Alcorn called for the vote, which resulted in unanimous approval by all members present.

**10. H-GAC ADVISORY COMMITTEE APPOINTMENTS**

Chair Alcorn moved to the next agenda item. Chair Alcorn called on William Matthews, H-GAC Policy and Governance Coordinator. Mr. Matthews requested approval of one appointment to one H-GAC advisory committees.

- a. SEPTEMBER 2024 ADVISORY COMMITTEE AND AFFILIATE GROUP APPOINTMENTS** – Approved appointments to H-GAC advisory committees.

Chair Alcorn asked if there were any questions. There being none, Montgomery County Judge Keough moved to approve, and City of Friendswood Councilmember Branson seconded the motion. With no additional discussion, Chair Alcorn called for the vote which resulted in unanimous approval by all members present.

**INFORMATION**

**11. REPORTS**

- a. H-GAC Spotlight – H-GACBUY TOUCHPOINT PROCESS** - Chair Alcorn called on Ronnie Barnes, H-GAC Public Services Director, to speak on the H-GACBuy Touchpoint Process. For more information about the program, contact [Ronnie.barnes@h-gac.com](mailto:Ronnie.barnes@h-gac.com). There being no action, Chair Alcorn moved to the next item.

b. **EXECUTIVE DIRECTORS REPORT – H-GAC Executive Director Chuck** Page 6 of 6

Wemple introduced the new Facilities Manager, Scott Young and the new Director of Data Services, Viet Dang. Mr. Wemple mentioned that there will be a Broadband update next month about the initiatives and hold a committee meeting before the October Board meeting. Mr. Wemple announced a successful County Pop-Up that kicked off in the City of Pattison. Mr. Wemple discussed his visit to the Fort Bend County Infrastructure Summit. Mr. Wemple mentioned that he will be visiting the City of Pearland and Galveston County to discuss transportation needs. Mr. Wemple also explained the Budget workshop that will be held in the October Board meeting. Mr. Wemple will also be attending the Texas Association Regional Counties and a National Association where he will discuss the newly adopted Spend-Down Policy and Curtis Cooper will discuss matters of Area of Aging. Mr. Wemple also mentioned that the search continues for the next Transportation Director. Mr. Wemple mentioned that he will go to Austin along with H-GAC employees to meet with the Executive Director of Workforce Solutions.

**12. EXECUTIVE SESSION**

a. **EXECUTIVE SESSION – PERSONNEL MATTER**

Chair Alcorn announced that the Board will hold an Executive Session to discuss a personnel matter in accordance with Government Code, Title 5, Section 551.074 and called the meeting to recess.

Chair Alcorn called the meeting to order to take action on the personnel matter where the City of Dickinson Mayor Pro Tem Simpson motioned to authorize the Executive Director to settle up to signature limit.

Chair Alcorn asked if there were any questions. There being none, City of Pattison Mayor Pro Tem Garcia seconded the motion. With no additional discussion, Chair Alcorn called for the vote which resulted in unanimous approval by all members present.

**13. ADJOURNMENT**

There being no further business to discuss, Chair Alcorn adjourned the September 17, 2024, meeting of the H-GAC Board of Directors at 11:07 a.m.

(over)

## **FUNDING INCREASE FOR TRAFFIC INCIDENT MANAGEMENT**

### **Background**

The Houston-Galveston Area Council works with local governments to implement the Tow and Go Program as part of regional incident management activities. The purpose of the Tow and Go Program is to quickly remove stalled vehicles from area freeways to a nearby safe location at no cost to the motorist, thereby reducing traffic congestion and secondary crashes.

Currently, H-GAC has agreements with the City of Houston and Harris County to conduct this program. The Tow and Go service and related incident management activities currently operate within unincorporated Harris County, as well as the cities of Bellaire, Deer Park, Houston, Humble, Jersey Village, La Porte, Pasadena, and Webster. Since the program began on May 1, 2018, there have been over 300,000 tows provided at no cost to the driver. The average incident clearance time is less than 17 minutes.

### **Current Situation**

To continue funding the Traffic Incident Management partnerships with Houston and Harris County, staff are working with the Transportation Policy Council and Texas Department of Transportation to add funding to sustain the program through June 2025. This would include adding:

- \$1.8M of federal Surface Transportation Block Grant funding to the Houston-Galveston Area Council's Regional Freeway Incident Management project (MPO ID 11917) for the City of Houston partnership.
- \$3.1M of federal Surface Transportation Block Grant funding to the Houston-Galveston Area Council's Regional Freeway Incident Management project (MPO ID 17020) to fund continuing towing operations in Harris County.

### **Funding Source**

Federal Highway Administration

### **Budgeted**

Yes

### **Action Requested**

Request approval to enter into an agreement with The Texas Department of Transportation to amend the advanced funding agreements by increasing the values for projects MPO ID 11917 for an amount not to exceed \$1,800,000 and MPO ID 17020 for an amount not to exceed \$3,100,000. (Staff Contact: Jamila Owens)

## CITY OF FRIENDSWOOD MASTER TRAILS PLAN

### Background

As part of developing the 2022-2023 Unified Planning Work Program, H-GAC solicited requests for planning studies from local governments. Four bike and pedestrian planning-focused studies were selected and included in the Work Program. One of the applications awarded was submitted by the City of Friendswood for a Master Trails Plan.

H-GAC is seeking a qualified contractor to examine existing conditions and facilities for bike and pedestrian activities to produce an implementable plan that envisions the City of Friendswood as a community with a safe and resilient multimodal transportation network that supports better access to offices, parks, trails, restaurants, shopping and homes.

### Current Situation

H-GAC issued a competitive, sealed solicitation to solicit qualified contractor(s) for the goods or services requested under TRN24-05 on May 1, 2024 and which closed on June 13, 2024. Seven responsive submissions were received and thoroughly evaluated by a committee of representatives from H-GAC, and the sponsoring agency. The contract is estimated begin December 2024. Based on the committee's scoring and evaluation of the proposal responses, the rankings are presented below:

1. The Goodman Corporation
2. Huitt-Zollars
3. Halff Associates, Inc.

### Funding Source

Federal Highway Administration

### Budgeted

Yes

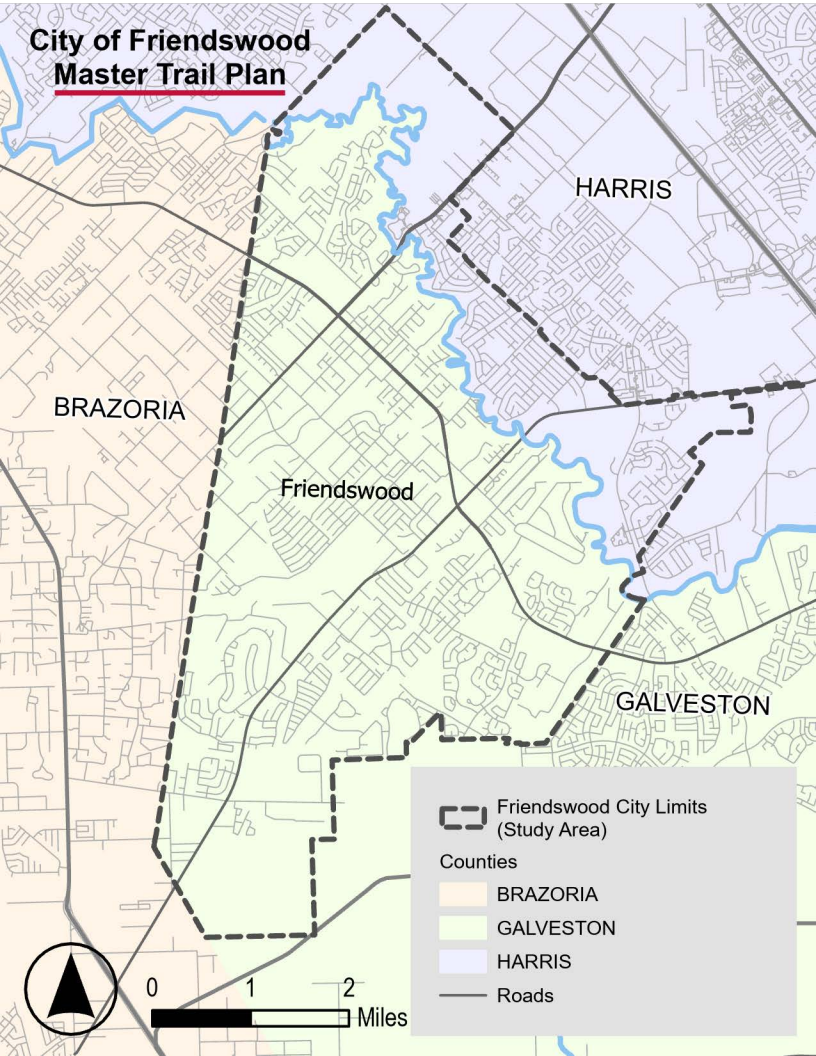
### Action Requested

Request authorization to contract with firms in the order presented for a contract term of one year, in an amount not to exceed \$250,000. (Staff Contact: Allie Isbell)

### ATTACHMENTS:

- City of Friendswood Master Trails Plan Study Area Map Backup Material

# City of Friendswood Master Trail Plan



HARRIS

BRAZORIA

Friendswood


GALVESTON

 Friendswood City Limits  
(Study Area)

Counties

 BRAZORIA

 GALVESTON

 HARRIS

 Roads



## **COORDINATED HUMAN SERVICE AND PUBLIC TRANSPORTATION PLANNING ASSISTANCE GRANT 2024**

### **Background**

H-GAC updates the Regionally Coordinated Transportation Plan every five years, most recently in 2022. H-GAC is also responsible for working with regional stakeholders to revise the plan as needed and implement recommendations from this plan, including related studies.

In its role as the lead agency, H-GAC is eligible to apply for planning funds to support these efforts, which are authorized by the Federal Transit Administration Section 5304 funding and distributed to subrecipients by the Texas Department of Transportation.

An existing project in development by H-GAC staff is the Regional Bus Study, which will consider options to connect outlying communities with each other and the urban core. This study is currently being funded through a Texas Department of Transportation Advance Funding Agreement, which is geographically limited to the eight-county Metropolitan Planning Area.

### **Current Situation**

H-GAC has been awarded \$255,000 in planning assistance funds from the Texas Department of Transportation's Public Transportation Division to expand into five H-GAC counties outside the Metropolitan Planning Area to include: Austin, Colorado, Matagorda, Walker, and Wharton.

### **Funding Source**

Federal Transit Administration

### **Budgeted**

No

### **Action Requested**

Request authorization to enter into a project agreement with the Texas Department of Transportation to support coordinated human service and public transportation planning, in an amount not to exceed \$255,000. (Staff Contact: Jamila Owens)

## **INTERLOCAL AGREEMENTS FOR REGIONAL STRATEGIC TRANSPORTATION FUND**

### **Background**

In November 2020, the Transportation Policy Council approved the update of the Transportation Development Credit policy. As part of the policy update, the Transportation Policy Council approved the creation of the Regional Strategic Transportation Fund which provides a mechanism to exchange Transportation Development Credits for a local match funds, which are required for federally funded projects. The local funds in the Regional Strategic Transportation Fund would then be used to support lower-cost, high impact transportation projects that can be implemented in the near term and improve funding flexibility.

### **Current Situation**

On September 27, 2024, the Transportation Policy Council approved funding for seven projects that are eligible for the Regional Strategic Transportation Fund program. If approved, the Transportation Policy Council would provide 100% federal funding for these projects and provide transportation development credits as the match. In exchange, the local project sponsors would contribute 10% of the project cost into the Regional Strategic Transportation Fund. The local sponsors would also commit to spending 10% of the respective total project costs on other transportation activities within the region.

Interlocal Agreements with the local sponsors are needed to receive \$5,550,000 into the Regional Strategic Transportation Fund. The Transportation Policy Council can use the funds to support grant applications sponsored by H-GAC as well as projects that impact the following focus areas:

- Non-state routes in rural areas;
- Maintenance and preservation of roadways in small-urban, rural, and economically disadvantaged areas;
- Investment in local active transportation projects;
- Localized safety improvements to address discrete pedestrian conflict points and intersections.

### **Funding Source**

N/A

### **Budgeted**

N/A

### **Action Requested**

Request authorization to execute Interlocal Agreement with the sponsors identified in the attached table to receive a minimum of \$5,550,000 into the Regional Strategic Transportation Fund. (Staff Contact: Callie Barnes)

**ATTACHMENTS:**

- ILA Table for Regional Strategic Transportation Fund Backup Material

**Regional Strategic Transportation Fund (RSTF) Carryover Balance Spend Down Sponsors And Contribution Amounts**

Sponsor Name	MPO ID or CSJ (If Existing Project)	Project Name	Project Description	Street/Facility	Project Limits From	Project Limits To	RSTF Contribution Amount
Fort Bend County Public Transportation	19074	Bus Passenger Parking Garage	Engineering/Environmental (Development Phase Only) for Bus Facility-Parking Garage for Bus Commuters.	Thomas Taylor Parkway & Texas Parkway Missouri City, TX	-	-	\$1,200,000
City of Galveston	N/A	Streetscape Improvements	Enhance connectivity by constructing bike lanes (No reduction in travel lanes), public transit stop improvements, drainage enhancements, lighting, wake breaks, and shade structures. Also, repair of the trolley track switches for UTMB-Downtown Streetcar routes.	Galveston Central Business District (CBD)	Harborside Drive to Church Street	27th Street to 14th Street	\$1,200,000
Greater Southeast Management District	N/A	Columbia Tap Trail Connectivity and Safety Improvements	Construct new shared use path along Dixie Drive between and associatef safety and wayfinding treatments including: safety lighting, ADA compliant crosswalks, and signage. This project is not a road diet.	Columbia Tap Trail (Dixie Dr.)	Alameda Road	Emancipation Avenue	\$750,000
Westchase District	N/A	Tanglewilde Sidepath	Construct a new location shared use path along the project limits including safety lighting and landscaping. This project is not a road diet.	Ella Lee Ln, Tanglewilde Street, Westerland Dr, Meadowglen Ln	4 Connected Segments. 1) Ella Lee Ln/S Gessner Rd; 2) Ella Lee Ln/Westerland Dr. 3) Tanglewilde St/Ella Lee Ln -> . 4) Tanglewilde St/Meadowglen Ln	1) Ella Lee Ln/Westerland Dr.; 2) Westerland Dr/Westheimer Rd; 3) Tanglewilde St/Meadowglen Ln; 4) Meadowglen Ln/S Gessner Rd	\$1,000,000
Generation Park Management District	N/A	S Lake Houston Parkway Feasibility, Preliminary Engineering, and Environmental Assessment	Widen from 2 to 4 lanes and extension of 4-lane facility within the project limits. Current phase of work is for feasibility and PE/EA work only.	S Lake Houston Parkway	BW 8	Foley Rd/Diamondhead Blvd	\$300,000
Memorial Heights Redevelopment Authority	N/A	18th Street Pedestrian and Transit Connectivity Improvements	Construct new ADA compliant sidewalks on both sides of the street, new crosswalks, curb ramps, refresh pavement markings. Also reconstruction of existing sidewalks and ramps to accommodate AFA slope and width requirements.	W 18th Street	Bevis St	Nicholson St	\$300,000
METRO	11268	Replacement of Diesel Hybrid Buses	Replacement of 160 Diesel Hybrid Buses.	METRO Service Area	VA	VA	\$800,000
TxDOT Transtar	0912-00-657	VA	Management and Operations of Houston Transtar FY 2025-2028 - Transportation System Management and Operations for Houston Transtar including operating costs for traffic monitoring, management and integrated traffic control system, incident management, and traffic control center maintenance. Operating costs will system maintenance costs are associated with continuous operation.	Transtar	VA	VA	N/A
							<b>\$5,550,000</b>

## TITLE VI PROGRAM UPDATE

### **Background**

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in any program or activity that is supported by Federal financial assistance. Discrimination includes the denial of meaningful access for persons with limited English language communication skills. As a condition for receiving federal transit or highway funds, H-GAC must formally adopt a Title VI program that complies with the U.S. Department of Transportation's Title VI regulations every three years. H-GAC fully complies with Federal Title VI Nondiscrimination requirements.

### **Current Situation**

Following Federal guidance, H-GAC's 2024 Triennial Title VI Program Update includes:

- A nondiscrimination policy statement
- Nondiscrimination Certifications and Assurances
- Notice to the public of their rights under the Title VI statute
- An external complaint filing procedure
- A Public Participation Plan
- A Language Assistance Plan
- Updated demographic profile of the metropolitan planning region
- Nondiscrimination language in contracts and solicitations
- How the agency identifies the mobility needs of the underserved population

### **Funding Source**

N/A

### **Budgeted**

N/A

### **Action Requested**

Request approval of H-GAC's updated Title VI Program. (Staff Contact: Ayo Jibowu)

## HGACBUY SOLAR LIGHTING EQUIPMENT AND RELATED SERVICES

### Background

The H-GAC Cooperative Purchasing Program establishes contracts for a variety of products and services through competitive solicitations. Member governments are able to use the contracts to make purchases. HGACBuy received and opened six responses for Solar Lighting Equipment and Related Services on August 29, 2024. The following companies submitted responses:

EnGoPlanet Energy Solutions, LLC d.b.a. EnGoPlanet	Houston, TX
Fonroche Lighting America Inc.	Fort Worth, TX
GridShift Solutions d.b.a. GridShift Solar Lighting	Edmond, OK
G.R.P. Mechanical Company, Inc. d.b.a. GRP WEGMAN Company	Bethalto, IL
SELS USA, LLC	High Point, NC
Solar Electric Power Company	Stuart, FL

### Current Situation

This contract is a new addition to our portfolio, consisting of Solar Lighting Equipment and Related Services. All responses have been evaluated by H-GAC staff. Six respondents are being recommended for award.

### Funding Source

Participating local government purchasers.

### Budgeted

N/A

### Action Requested

Request authorization to negotiate contracts with respondents listed in the Award Recommendation Table for SL12-24 Solar Lighting Equipment and Related Services. (Staff Contact: Ronnie Barnes)

### ATTACHMENTS:

- SL12-24 AWARD RECOMMENDATION TABLE PDF

# HGACBuy Award Recommendation Table

## Solar Lighting Equipment and Related Services SL12-24

<b>Award Recommendation</b>	<b>Categories</b>
EnGoPlanet Energy Solutions, LLC d.b.a. EnGoPlanet	A, B
Fonroche Lighting America Inc.	A, B
GridShift Solutions d.b.a. GridShift Solar Lighting	A
G.R.P. Mechanical Company, Inc. d.b.a. GRP WEGMAN Company	B
SELS USA, LLC	A
Solar Electric Power Company	A
<b>Award Categories:</b>	
A – Solar Lighting and Equipment	B – Solar Lighting Project Services

## **HOMEOWNER WASTEWATER ASSISTANCE PROGRAM SERVICE PROVIDER CONTRACTS**

### **Background**

H-GAC is seeking qualified contractors to perform repairs and replacements of failing household septic or aerobic wastewater treatment systems (septic systems) on an as-needed basis for our Homeowner Wastewater Assistance Program. It is H-GAC's intent to develop a list of prequalified Septic System Contractors to be readily available to service homeowners participating in our program.

Projects to be funded through this program can range from system pumping, to minor repairs, to the installation of a new septic system. Solicitation for bids for a septic system installation will typically include site evaluation/design, permitting, filing, pumping/abandonment of old system, installation, and 2-year maintenance contract.

### **Current Situation**

H-GAC issued a competitive, sealed solicitation to solicit qualified contractor(s) for the goods or services requested under (Project ID: CE-OSSF-07-24) which closed on September 12, 2024. Three responsive submissions were received and thoroughly evaluated by a committee of representatives from H-GAC. Based on the committee's thorough review and evaluation of the proposal responses, we conclude that all three vendors are qualified to provide services for the work required.

- Hurt's Wastewater Management
- Coastal Aerobic Systems, LLC
- TA Septic Solutions, LLC

Work will commence upon approval from the H-GAC Board of Directors.

### **Funding Source**

Texas Commission on Environmental Quality  
Supplemental Environmental Projects  
Galveston Bay Estuary Program Bipartisan Infrastructure Law  
Harris County District Attorney  
Friends of the San Bernard River  
Olin Corporation

### **Budgeted**

Yes

### **Action Requested**

Request authorization to conduct work with prequalified Septic System Contractors for the Homeowner Wastewater Assistance Program for the term of one year and extend the work for up to two additional one-year terms. Total amount not expected to exceed \$300,000. (Staff Contact:



## QUARTERLY INVESTMENT REPORT - THIRD QUARTER 2024

### **Background**

N/A

### **Current Situation**

N/A

### **Funding Source**

N/A

### **Budgeted**

N/A

### **Action Requested**

Request approval of the Third Quarter 2024 Investment Report. (Staff Contact, Christina Ordonez-Campos, CPA)

### **ATTACHMENTS:**

▢ Investment Report Ending Sept 30, 2024

Cover Memo

**Houston Galveston Area Council**  
**Investment Report**  
**For Quarter Ending September 30th, 2024**

	Opening Balance FY 24	Interest Earned FY 24	Deposits/ Withdrawal	Current Balance / Market Value	Percent of Portfolio
Certificate of Deposit Yield 4.73% Chase Bank	\$ 1,098,933	\$ 24,837	\$ (1,123,770)	\$ -	0.00%
TexPool Prime Account Yield 5.27% Book Value \$8,500,000	8,823,058	368,116	-	9,191,174	100.00%
Money Market Fund Yield 5.20% BOA	4,973	166	(5,138)	\$ -	0.00%
<b>Balance as of September 30, 2024</b>	<b>\$ 9,926,965</b>	<b>\$ 393,118</b>	<b>\$ (1,128,909)</b>	<b>\$ 9,191,174</b>	<b>100.00%</b>

The above securities are in compliance with PFIA and the investment objectives stated within the H-GAC Investment Policy.

*Shaun Downie*

Shaun Downie  
Investment Officer

*Christina Ordóñez-Campos, CPA*

Christina Ordóñez-Campos  
Chief Financial Officer

**Houston Galveston Area Council - Component Unit**  
**Investment Report**  
**For Quarter Ending September 30th, 2024**

	Opening Balance FY 24	Interest Earned FY 24	Current Balance / Market Value	Percent of Portfolio
<b>Local Development Corporation</b>				
Certificate of Deposit (Maturity 1/1/2025) Yield 4.33% Chase Bank	\$ 325,437	\$ 10,818	\$ 336,255	5.54%
<b>Corporation for Regional Excellence</b>				
Certificate of Deposit (Maturity 1/3/2025) Yield 4.33% Chase Bank	500,000	16,092	\$ 516,092	8.50%
<b>Gulf Coast 911 Regional District</b>				
Certificate of Deposit (Maturity 1/8/2025) Yield 4.33% Chase Bank	5,052,000	165,458	\$ 5,217,458	85.96%
<b>Balance as of September 30, 2024</b>	<b>\$ 5,877,437</b>	<b>\$ 192,369</b>	<b>\$ 6,069,806</b>	<b>100.00%</b>

The above securities are in compliance with PFIA and the investment objectives stated within the H-GAC Investment Policy.

*Shaun Downie*

Shaun Downie  
Investment Officer

*Christina Ordóñez-Campos, CPA*

Christina Ordóñez-Campos  
Chief Financial Officer

## MONTHLY FINANCIAL REPORT - SEPTEMBER 2024

### **Background**

N/A

### **Current Situation**

N/A

### **Funding Source**

N/A

### **Budgeted**

N/A

### **Action Requested**

Request approval of the monthly financial report ending September 30, 2024. (Staff Contact: Christina Ordonez-Campos)

### **ATTACHMENTS:**

- ▢ Monthly Financial Report - September 2024      Cover Memo



# HOUSTON GALVESTON AREA COUNCIL (H-GAC)

## FY24 Monthly Financial Report

For Month Ending September 30, 2024

Prepared on October 2nd, 2024

Esteemed H-GAC Board of Directors and Executive Director Wemple, please find attached the financial report for last month. The information contained within is intended for managerial reporting purposes. All figures are unaudited and subject to change. Should you have any questions, please feel free to let me or a member of my staff know. Respectfully submitted, Christina Ordóñez-Campos, CPA - Chief Financial Officer.

### SUMMARY OF KEY CHANGES

#### REVENUES

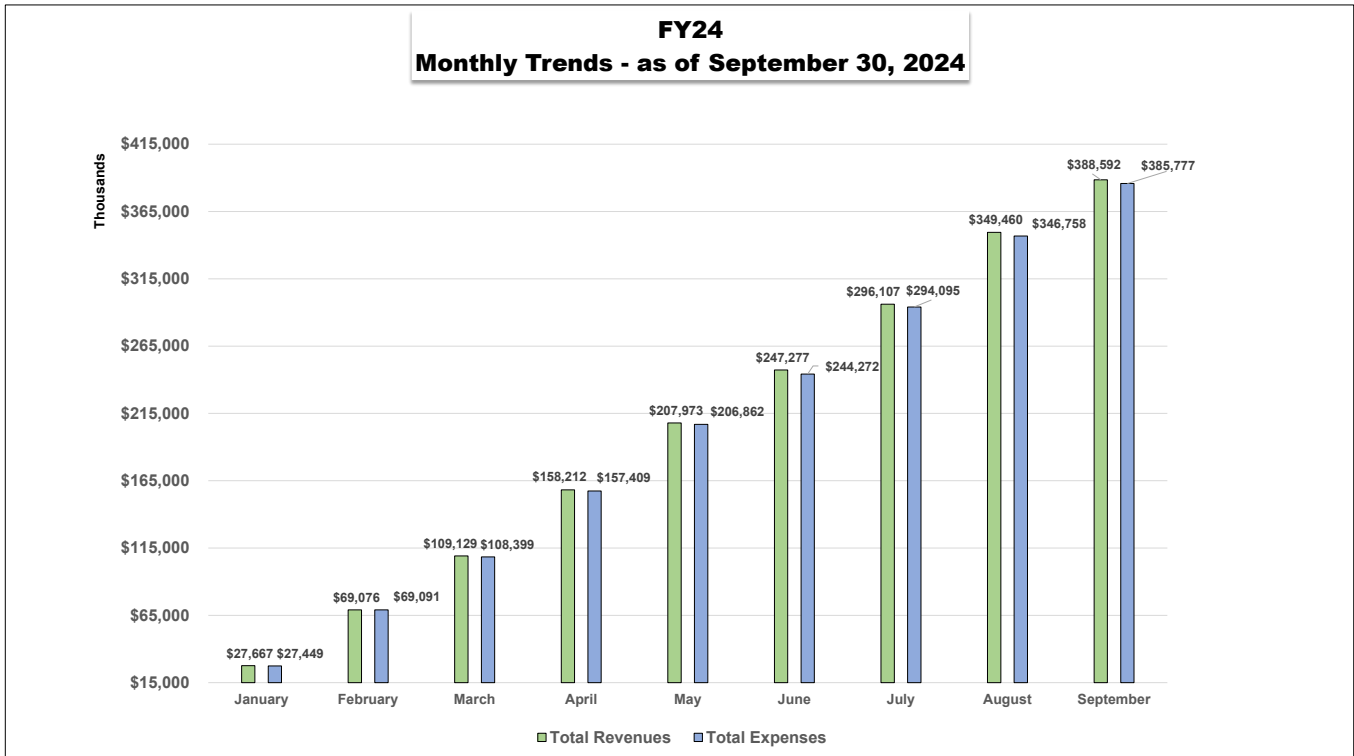
- > We collected 7% of membership fees this month. Currently, We have 108K outstanding, and are diligently coordinating with our members to ensure collection.
- > Data Analytics & Research recorded revenue of 413K from sales of LIDAR products & services, aerial imagery, and star map maintenance, contributing positively to the growth of other revenues.
- > Collected 7% of the budgeted amount in federal revenue during September; this is due to Environmental Protection Agency grant expense reimbursements.

#### EXPENDITURES

- > Personnel expenditures continue to stay within budget as we fill vacant positions. To date, we have spent 70% of 75% of the year that has elapsed so far.
- > Pass-through expenses, particularly in the C&E and Aging programs are currently below projection levels. Some pass-through expenses for the month of September and reports from grant closeout are still in the process of being finalized. In addition, C&E has deferred the start of the GLO grant program until next year.
- > Year-to-date expenditures for consultant and contract services are currently under budget (51%), with significant variances observed in the Aging, C&E, and Transportation program areas. We anticipate receiving additional consultant expenses by the end of the year, which should bring overall spending closer to the budgeted amount.

\*\*\* Please note: the financial activity outlined above and in the report falls within the past trends observed in H-GAC's operations and is not out of the ordinary. \*\*\*

### Monthly Trends Chart



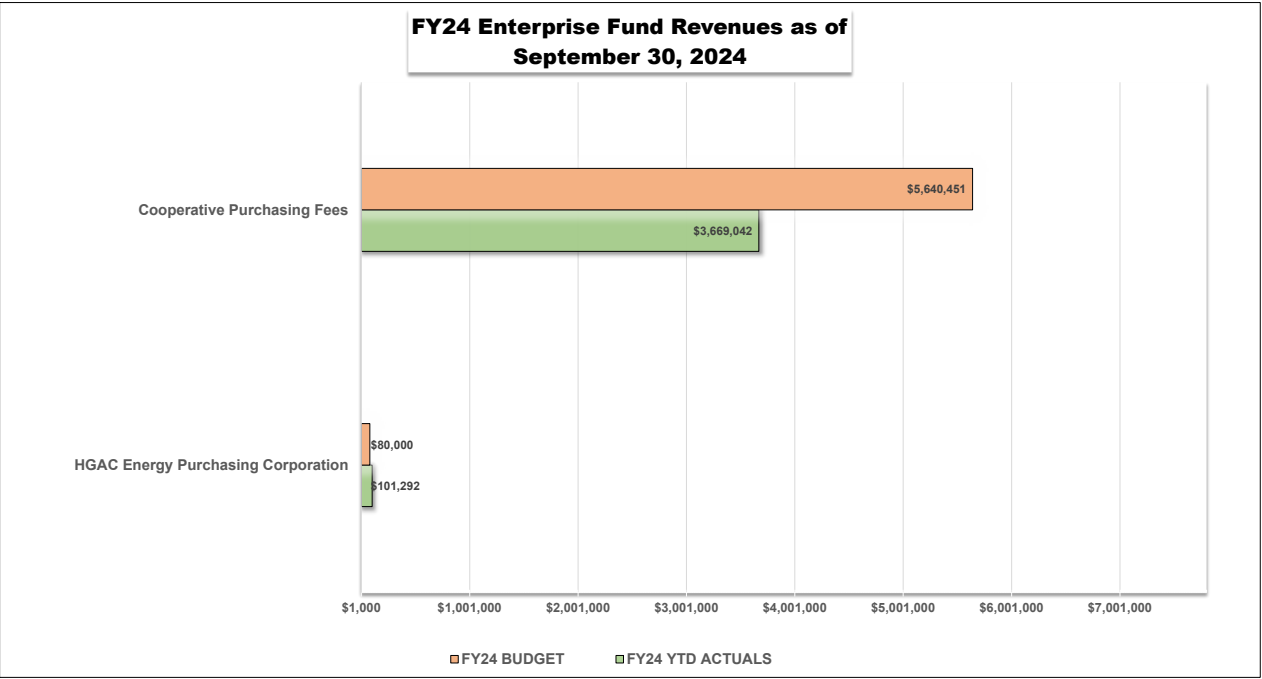
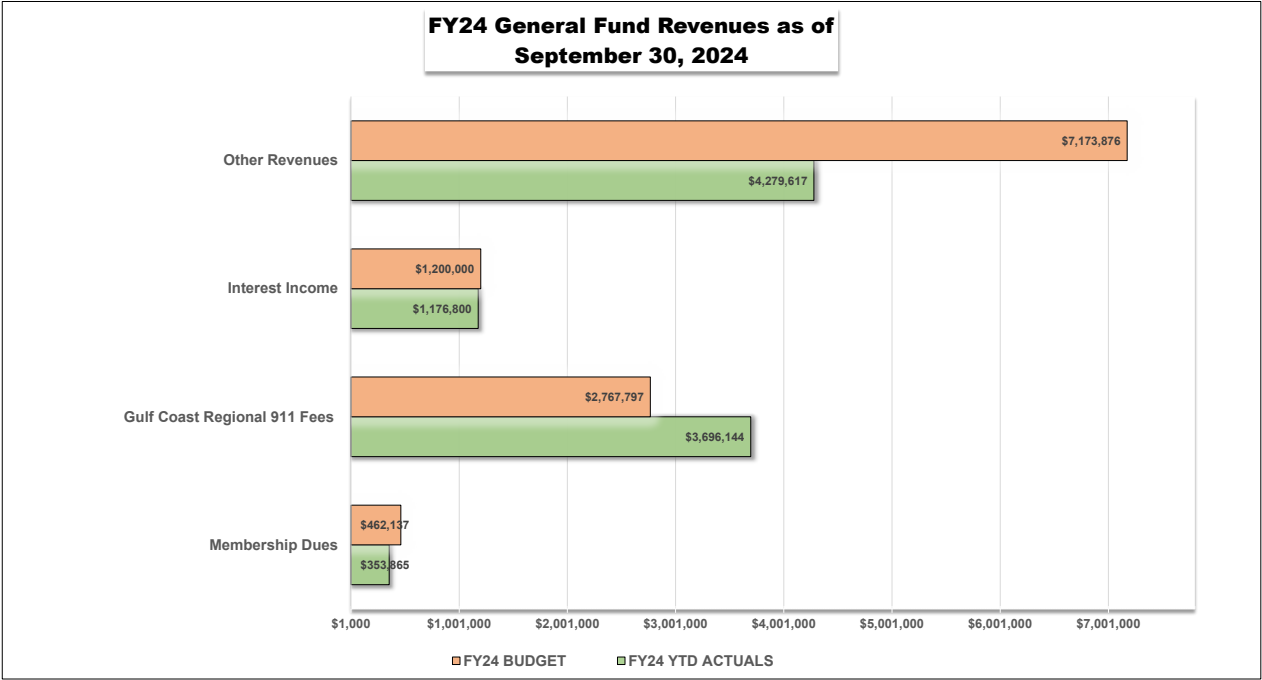
# HOUSTON GALVESTON AREA COUNCIL (H-GAC)

## FY24 Monthly Trends Report

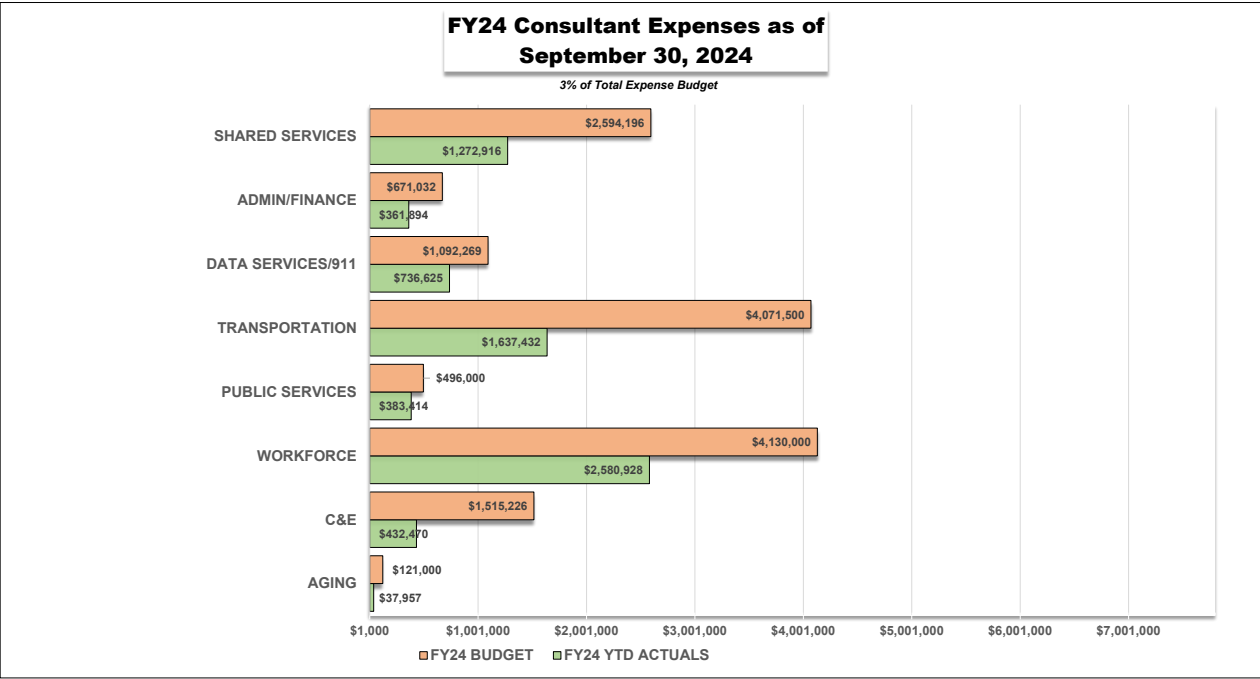
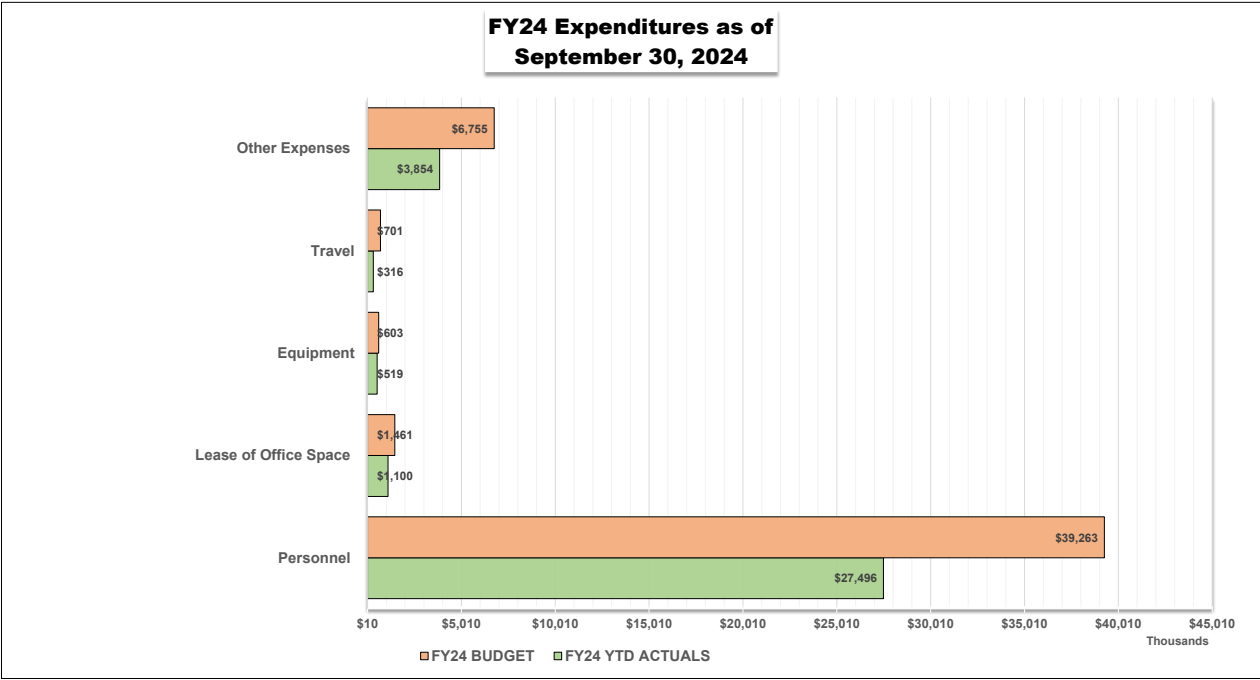
For Month Ending September 30, 2024

	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	July 2024	August 2024	September 2024
<b>Revenues</b>									
<b>General &amp; Enterprise Fund Revenues</b>									
Membership Dues	\$ 189,246	\$ -	\$ 14,595	\$ 51,254	\$ 62,252	\$ 200	\$ 2,970	\$ -	\$ 33,349
HGAC Energy Purchasing Corporation	3,255	26,686	2,224	16,538	10,131	6,084	8,146	18,396	9,832
Cooperative Purchasing Fees	109,150	511,950	186,188	767,506	384,965	235,098	358,053	600,776	515,357
Gulf Coast Regional 911 Fees	309,252	71,612	762,248	229,489	470,562	2,093,198	(1,019,232)	436,847	342,168
Interest Income	118,379	109,411	121,458	143,933	131,337	134,782	135,595	159,398	122,507
Other Revenues	172,202	1,466,466	80,450	476,292	632,026	548,270	159,854	234,000	510,057
<b>Total General &amp; Enterprise Fund Revenues</b>	<b>\$ 901,483</b>	<b>\$ 2,186,125</b>	<b>\$ 1,167,163</b>	<b>\$ 1,685,013</b>	<b>\$ 1,691,273</b>	<b>\$ 3,017,631</b>	<b>\$ (354,613)</b>	<b>\$ 1,449,416</b>	<b>\$ 1,533,270</b>
<b>Special Revenue Fund</b>									
Federal Grants	\$ 7,032	\$ 12,085	\$ 123,566	\$ 20,402	\$ 22,085	\$ 24,442	\$ 10,350	\$ 16,818	\$ 47,569
State Grants	26,758,098	39,211,007	38,762,715	47,376,896	48,048,443	36,261,419	49,174,091	51,886,984	37,550,947
<b>Total Special Revenue Fund Revenues</b>	<b>\$ 26,765,130</b>	<b>\$ 39,223,091</b>	<b>\$ 38,886,281</b>	<b>\$ 47,397,298</b>	<b>\$ 48,070,528</b>	<b>\$ 36,285,860</b>	<b>\$ 49,184,442</b>	<b>\$ 51,903,802</b>	<b>\$ 37,598,516</b>
<b>Total Revenues</b>	<b>\$ 27,666,613</b>	<b>\$ 41,409,216</b>	<b>\$ 40,053,444</b>	<b>\$ 49,082,311</b>	<b>\$ 49,761,801</b>	<b>\$ 39,303,491</b>	<b>\$ 48,829,828</b>	<b>\$ 53,353,218</b>	<b>\$ 39,131,785</b>
<b>Expenditures</b>									
Personnel	\$ 3,072,047	\$ 3,129,111	\$ 2,889,904	\$ 3,076,863	\$ 3,133,194	\$ 2,935,699	\$ 2,671,050	\$ 3,410,466	\$ 3,178,134
Pass-through Funds - Grant	23,403,312	37,448,526	35,343,961	44,343,633	44,324,319	32,742,985	45,240,570	47,988,263	34,212,737
Consultant and Contract Services	138,372	687,224	671,183	779,377	1,370,424	1,059,782	1,357,689	760,774	618,811
Lease of Office Space	119,958	109,693	134,809	122,194	122,162	122,365	123,441	122,848	122,661
Equipment	11,352	3,246	246,854	48,690	99,516	25,098	47,713	19,838	16,460
Travel	27,362	18,646	21,380	49,507	32,082	40,390	48,581	29,931	48,531
Other Expenses	676,879	245,283	-	589,848	370,796	484,012	333,665	331,217	821,837
<b>Total Expenditures</b>	<b>\$ 27,449,281</b>	<b>\$ 41,641,729</b>	<b>\$ 39,308,091</b>	<b>\$ 49,010,112</b>	<b>\$ 49,452,493</b>	<b>\$ 37,410,330</b>	<b>\$ 49,822,708</b>	<b>\$ 52,663,338</b>	<b>\$ 39,019,172</b>
<b>Excess of Revenues Over(Under) Expenditures</b>	<b>\$ 217,332</b>	<b>\$ (232,513)</b>	<b>\$ 745,353</b>	<b>\$ 72,199</b>	<b>\$ 309,308</b>	<b>\$ 1,893,161</b>	<b>\$ (992,880)</b>	<b>\$ 689,881</b>	<b>\$ 112,614</b>

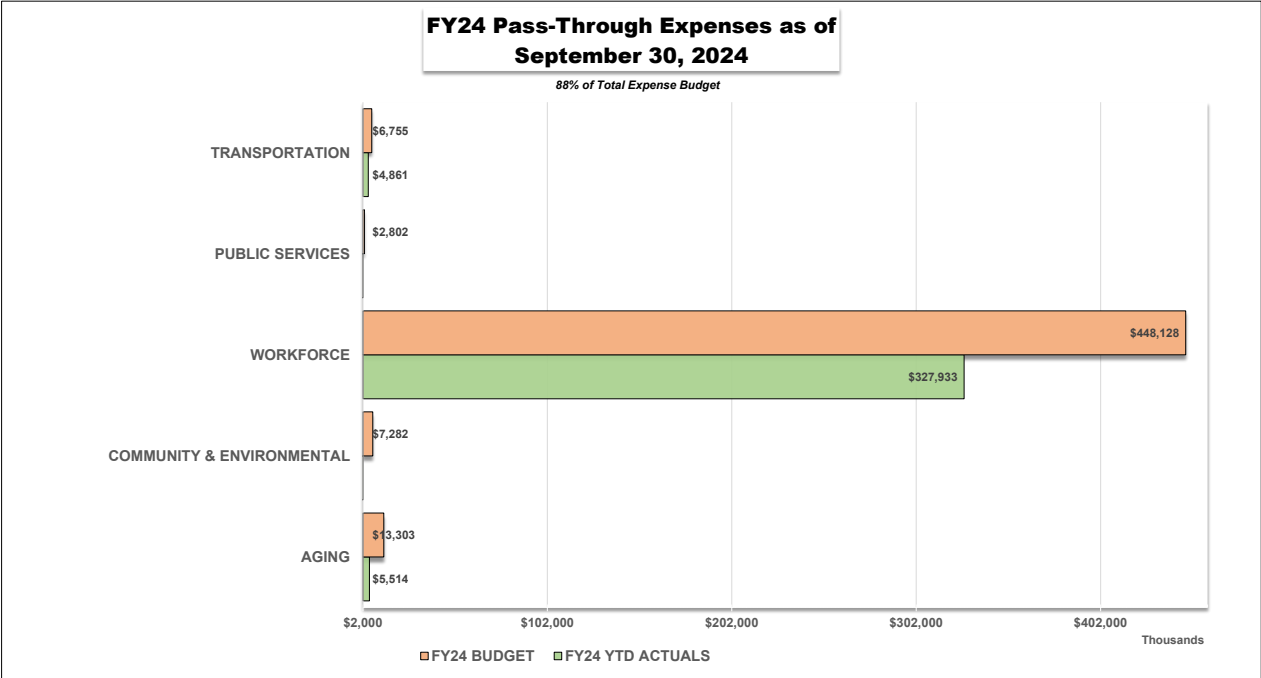
**Budget to Actual Charts**



**Budget to Actual Charts**



**Budget to Actual Charts**



# HOUSTON GALVESTON AREA COUNCIL (H-GAC)

## FY24 Budget to Actual Report - All Funds

For Month Ending September 30, 2024

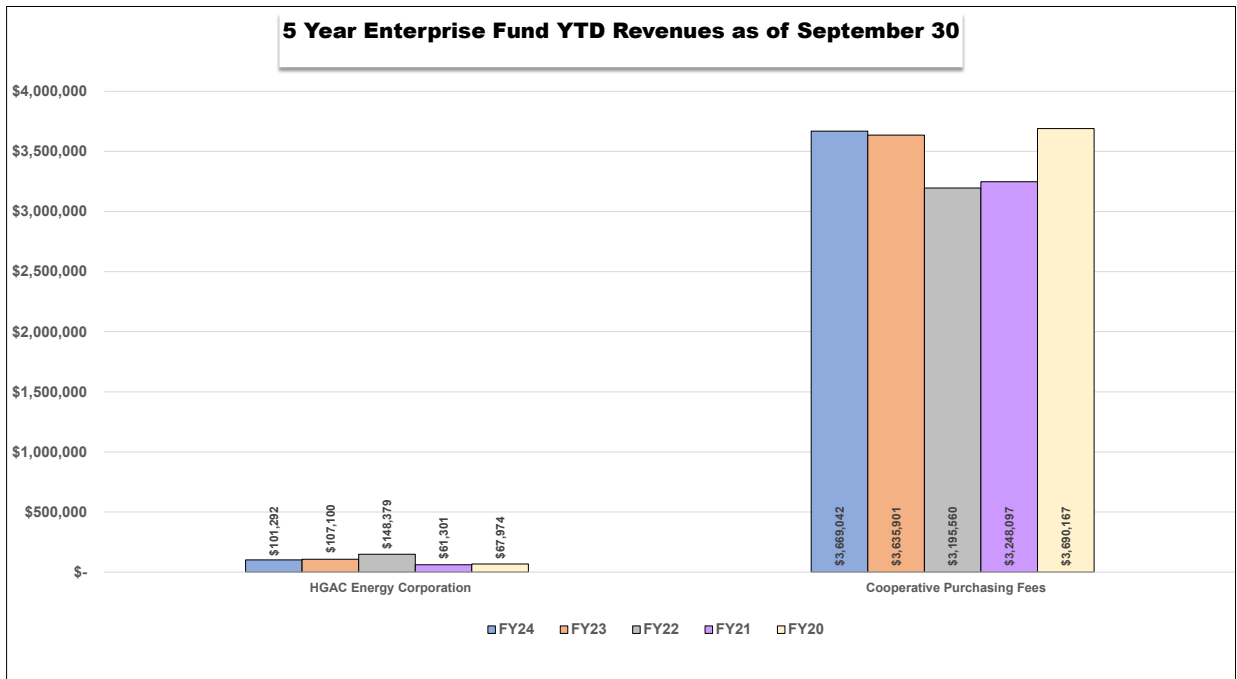
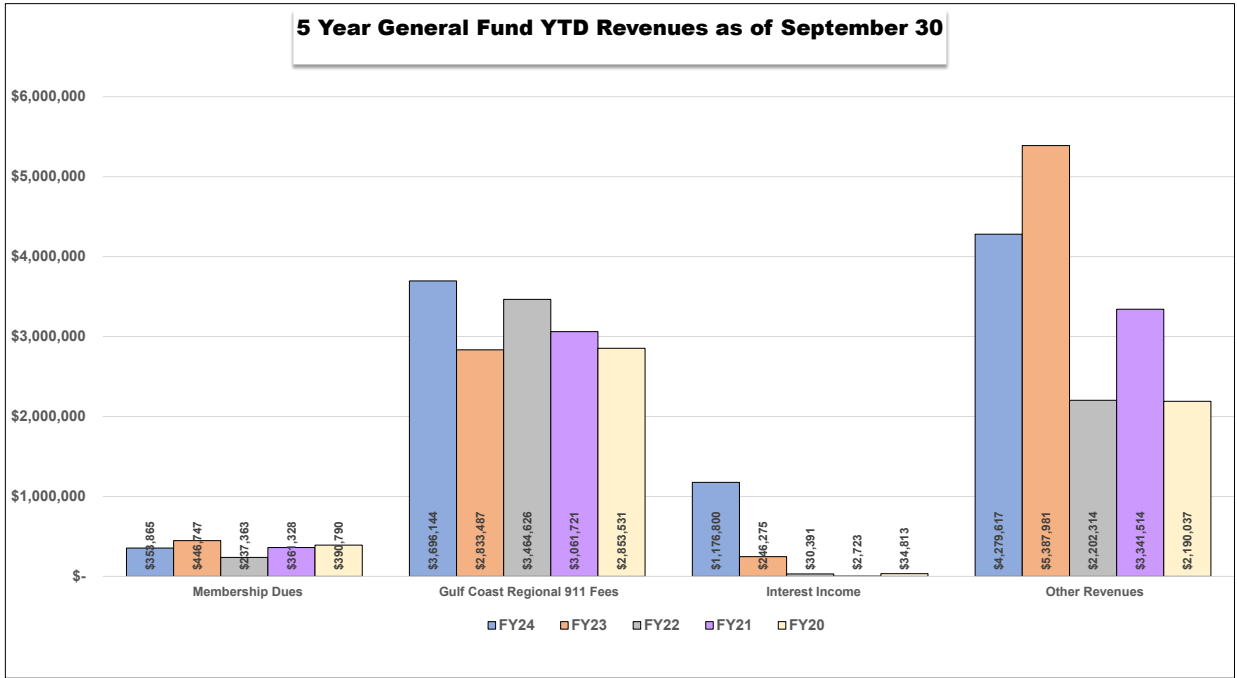
75% of Year Elapsed

	FY24 Budget	FY24 Year-to-Date Actuals	FY24 % of Actuals to Budget	FY23 Budget	FY23 Year-to-Date Actuals	FY23 % of Actuals to Budget
<b>Revenues</b>						
<b>General &amp; Enterprise Fund Revenues</b>						
Membership Dues	\$ 462,137	\$ 353,865	77%	\$ 462,136	\$ 446,747	97%
HGAC Energy Purchasing Corporation	80,000	101,292	127%	75,000	107,100	143%
Cooperative Purchasing Fees	5,640,451	3,669,042	65%	5,500,000	3,635,901	66%
Gulf Coast Regional 911 Fees	2,767,797	3,696,144	134%	2,605,121	2,833,487	109%
Interest Income	1,200,000	1,176,800	98%	200,000	246,275	123%
Other Revenues	7,173,876	4,279,617	60%	7,781,387	5,387,981	69%
<b>Total General &amp; Enterprise Fund Revenues</b>	<b>\$ 17,324,261</b>	<b>\$ 13,276,760</b>	<b>77%</b>	<b>\$ 16,623,644</b>	<b>\$ 12,657,491</b>	<b>76%</b>
<b>Special Revenue Fund</b>						
Federal Grant	\$ 695,000	\$ 284,349	41%	\$ 200,000	\$ 137,624	69%
State Grants	523,305,764	375,030,600	72%	474,015,106	301,302,795	64%
<b>Total Special Revenue Fund Revenues</b>	<b>\$ 524,000,764</b>	<b>\$ 375,314,949</b>	<b>72%</b>	<b>\$ 474,215,106</b>	<b>\$ 301,440,419</b>	<b>64%</b>
<b>Total Revenues</b>	<b>\$ 541,325,025</b>	<b>\$ 388,591,709</b>	<b>72%</b>	<b>\$ 490,838,750</b>	<b>\$ 314,097,910</b>	<b>64%</b>
<b>Expenditures</b>						
Personnel	\$ 39,263,214	\$ 27,496,468	70%	\$ 34,141,958	\$ 24,006,319	70%
Pass-through Funds - Grant	478,270,303	345,048,306	72%	431,342,942	275,542,457	64%
Consultant and Contract Services	14,691,223	7,443,636	51%	15,392,991	5,256,888	34%
Lease of Office Space	1,461,237	1,100,131	75%	1,827,797	1,321,388	72%
Equipment	602,696	518,767	86%	4,943,200	3,471,073	70%
Travel	700,865	316,409	45%	687,449	290,699	42%
Other Expenses	6,754,873	3,853,537	57%	4,938,555	3,397,564	69%
<b>Total Expenditures</b>	<b>\$ 541,744,411</b>	<b>\$ 385,777,253</b>	<b>71%</b>	<b>\$ 493,274,892</b>	<b>\$ 313,286,388</b>	<b>64%</b>
<b>Excess of Revenues Over(Under) Expenditures</b>	<b>\$ (419,386)</b>	<b>\$ 2,814,456</b>		<b>\$ (2,436,142)</b>	<b>\$ 811,522</b>	
<b>Beginning Fund Balance (all funds) - Jan. 1 (1)</b>	<b>\$ 43,468,636</b>	<b>\$ 43,468,636</b>		<b>\$ 40,013,176</b>	<b>\$ 40,013,176</b>	
<b>Ending Fund Balance (all funds) - September 30 (2)</b>	<b>\$ 43,049,250</b>	<b>\$ 46,283,092</b>		<b>\$ 37,577,034</b>	<b>\$ 40,824,698</b>	

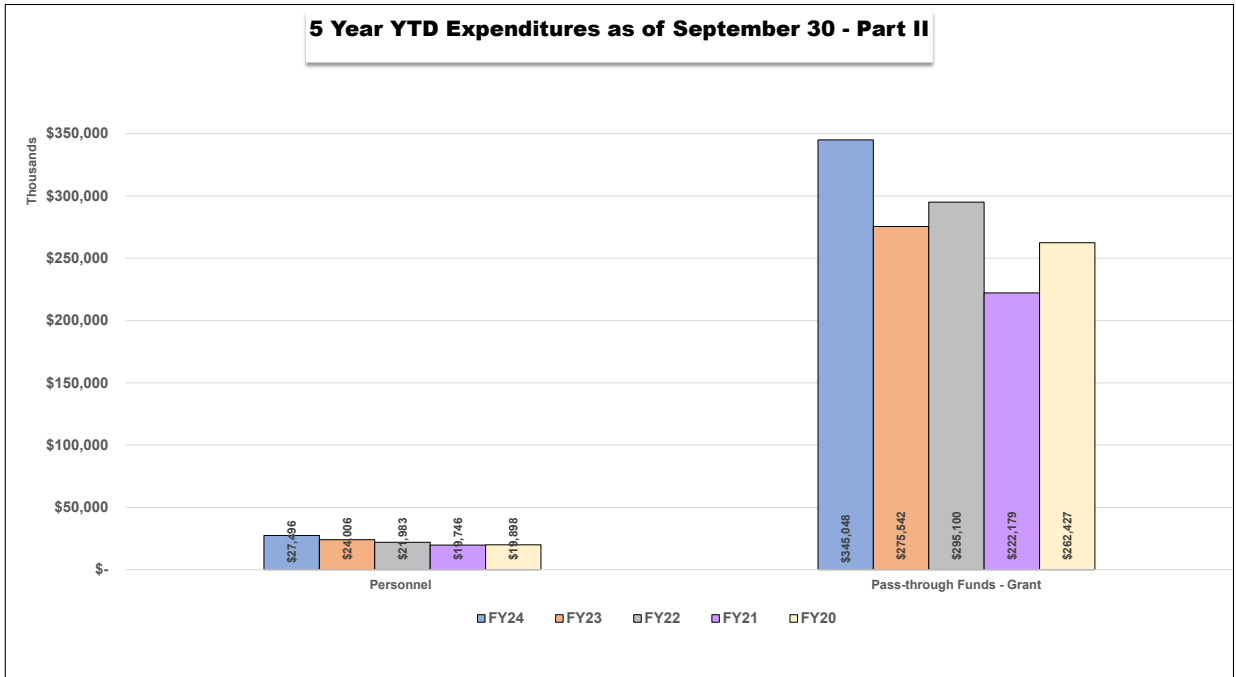
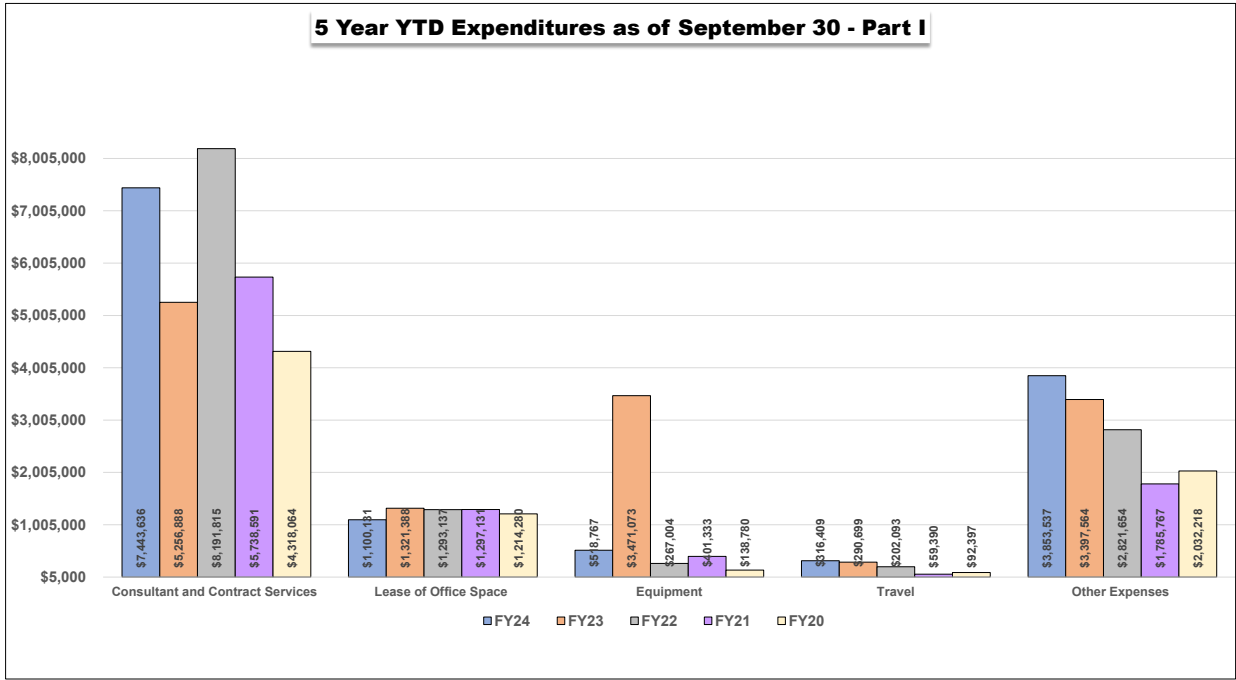
(1) Jan. 1, 2024 beginning fund balance is based on the 2023 ACFR which was presented during the May 2024 Board.

(2) All ending fund balances are as of September 30 for each year.

**5 Year Trends Charts**



**5 Year Trends Charts**



# HOUSTON GALVESTON AREA COUNCIL (H-GAC)

## 5 Year Trends Report

For Month Ending September 30, 2024

	FY24 Year-to-Date Actuals	FY23 Year-to-Date Actuals	FY22 Year-to-Date Actuals	FY21 Year-to-Date Actuals	FY20 Year-to-Date Actuals
<b>Revenues</b>					
<b>General &amp; Enterprise Fund Revenues</b>					
Membership Dues	\$ 353,865	\$ 446,747	\$ 237,363	\$ 361,328	\$ 390,790
HGAC Energy Purchasing Corporation	101,292	107,100	148,379	61,301	67,974
Cooperative Purchasing Fees	3,669,042	3,635,901	3,195,560	3,248,097	3,690,167
Gulf Coast Regional 911 Fees	3,696,144	2,833,487	3,464,626	3,061,721	2,853,531
Interest Income	1,176,800	246,275	30,391	2,723	34,813
Other Revenues	4,279,617	5,387,981	2,202,314	3,341,514	2,190,037
<b>Total General &amp; Enterprise Fund Revenues</b>	<b>\$ 13,276,760</b>	<b>\$ 12,657,491</b>	<b>\$ 9,278,633</b>	<b>\$ 10,076,684</b>	<b>\$ 9,227,312</b>
<b>Special Revenue Fund</b>					
Federal Grants	\$ 284,349	\$ 137,624	\$ 163,094	\$ 238,844	\$ 638,583
State Grants	375,030,600	301,302,795	321,905,693	242,779,829	281,711,445
<b>Total Special Revenue Fund Revenues</b>	<b>\$ 375,314,949</b>	<b>\$ 301,440,419</b>	<b>\$ 322,068,787</b>	<b>\$ 243,018,673</b>	<b>\$ 282,350,028</b>
<b>Total Revenues</b>	<b>\$ 388,591,709</b>	<b>\$ 314,097,910</b>	<b>\$ 331,347,420</b>	<b>\$ 253,095,357</b>	<b>\$ 291,577,340</b>
<b>Expenditures</b>					
Personnel	\$ 27,496,468	\$ 24,006,319	\$ 21,983,149	\$ 19,745,791	\$ 19,897,712
Pass-through Funds - Grant	345,048,306	275,542,457	295,099,726	222,178,714	262,426,836
Consultant and Contract Services	7,443,636	5,256,888	8,191,815	5,738,591	4,318,064
Lease of Office Space	1,100,131	1,321,388	1,293,137	1,297,131	1,214,280
Equipment	518,767	3,471,073	267,004	401,333	138,780
Travel	316,409	290,699	202,093	59,390	92,397
Other Expenses	3,853,537	3,397,564	2,821,654	1,785,767	2,032,218
<b>Total Expenditures</b>	<b>\$ 385,777,253</b>	<b>\$ 313,286,388</b>	<b>\$ 329,858,578</b>	<b>\$ 251,206,717</b>	<b>\$ 290,120,287</b>
<b>Excess of Revenues Over(Under) Expenditures</b>	<b>\$ 2,814,456</b>	<b>\$ 811,522</b>	<b>\$ 1,488,842</b>	<b>\$ 1,888,640</b>	<b>\$ 1,457,053</b>
<b>Beginning Fund Balance (all funds) - Jan. 1 (1)</b>	<b>\$ 43,468,636</b>	<b>\$ 40,013,176</b>	<b>\$ 38,694,329</b>	<b>\$ 36,062,620</b>	<b>\$ 34,369,085</b>
<b>Ending Fund Balance (all funds) - September 30 (2)</b>	<b>\$ 46,283,092</b>	<b>\$ 40,824,698</b>	<b>\$ 40,183,171</b>	<b>\$ 37,951,260</b>	<b>\$ 35,826,138</b>

(1) All beginning fund balances are as of January 1 for each year. Jan. 1, 2024 beginning fund balance is based on the 2023 ACFR which was presented during the May 2024 Board.

(2) All ending fund balances are as of September 30 for each year.

## RECOMMENDED 2025 SALARY PROGRAM

### Background

H-GAC operates under a policy-oriented job classification system, emphasizing:

- Common classifications of similar jobs,
- Ranges structured to allow recognition of performance,
- Individual evaluation of each employee, and
- Pay for performance

The Board annually reviews and approves the agency job classifications. The classifications group comparable jobs and set the minimum and maximum salary for each job group. An individual's compensation within the range will be determined by management's evaluation of current performance and expectation of future performance. Each year, the schedule is reviewed for equity using multiple data sources.

Additionally, state law requires regional councils to implement a salary classification system similar to the State of Texas compensation system. Salary classifications must be submitted to the Governor's office for review.

### Current Situation

A comparison of H-GAC's 2025 Proposed Salary Ranges to the State Salary Ranges for the 2024-2025 biennium is provided in the attachment. We recommend a salary structure which is comparable to the state's schedule. The proposed schedule will allow management to compensate employees on merit. H-GAC does not offer cost of living adjustments or other across the board adjustments.

### Funding Source

N/A

### Budgeted

N/A

### Action Requested

Request approval of the recommended employee salary ranges for 2025. (Staff Contact: Teri Ramsey)

### ATTACHMENTS:

▫ Salary Program

Cover Memo

**H-GAC Salary Range Matrix 2025**

H-GAC Salary Grade	H-GAC Job Family	H-GAC Job Family Titles	2025 Salary Range			State Salary Group	2024 - 2025 State Salary Range	
			Minimum	Midpoint	Maximum			
15	Executive IV	Executive Director	\$214,200	\$279,725	\$345,250	Group 9	\$214,200	\$345,250
14	Executive III	Chief	\$149,134	\$213,290	\$277,446	B33-34	\$149,134	\$277,446
13	Executive II	Senior Director	\$135,577	\$193,901	\$252,224	B32-33	\$135,577	\$252,224
12	Executive I	Director	\$123,252	\$176,274	\$229,295	B31-32	\$123,252	\$229,295
11	Management IV	Assistant Director	\$112,047	\$160,248	\$208,449	B30-31	\$112,047	\$208,449
10	Management III	Senior Manager	\$101,860	\$145,680	\$189,499	B29-30	\$101,860	\$189,499
9	Management II	Manager	\$92,600	\$132,436	\$172,272	B28-29	\$92,600	\$172,272
8	Management I/Professional IV	Principal, Project Mgr, Program Administrator, Supervisor	\$84,182	\$120,397	\$156,612	B27-28	\$84,182	\$156,612
7	Professional III	Lead; Senior	\$69,572	\$99,501	\$129,430	B25-26	\$69,572	\$129,430
6	Professional II	Analyst, Coordinator, Planner, Executive Assistant	\$54,278	\$80,456	\$106,634	A21-B24	\$54,278	\$106,634
5	Professional I/Skilled IV	Specialist, Administrative Assistant	\$45,521	\$63,436	\$81,351	A18-B20	\$45,521	\$81,351
4	Skilled III	Senior Technician	\$42,976	\$57,016	\$71,055	A17-B18	\$42,976	\$71,055
3	Skilled II	Technician	\$33,840	\$45,943	\$58,045	A12-B15	\$33,840	\$58,045
2	Skilled I	Receptionist	\$32,332	\$43,733	\$55,134	A11-A14	\$32,332	\$55,134
1	Support	Intern	\$25,777	\$34,174	\$42,571	A5-A10	\$25,777	\$42,571

## **INTEREST REINVESTMENT FUND**

### **Background**

By the end of fiscal year 2024, H-GAC will have earned an estimated \$1.5 million in interest revenue. This amount could vary based on the changes in interest rates that will result from the Federal Reserve's actions in mid-September.

### **Current Situation**

Currently, to plan conservatively, the 2025 draft budget and service plan contains a \$1 million line item designated as H-GAC's new "Interest Reinvestment Fund". These funds will be placed in a separate savings account and will also be tracked separately in our accounting system, MIP.

### **Funding Source**

Interest Income

### **Budgeted**

Yes

### **Action Requested**

Request approval to implement the interest reinvestment fund and the related designation and utilization strategy. (Staff Contact: Christina Ordonez-Campos, CPA)

### **ATTACHMENTS:**

▢ Interest Reinvestment Fund

Cover Memo



# **H-GAC INTEREST REINVESTMENT FUND - FUND DESIGNATION & UTILIZATION STRATEGY RECOMMENDATION**

**For Consideration During October 15<sup>th</sup>, 2024 Board**

**By Christina Ordóñez-Campos, CPA, Chief Financial Officer – As of September 20<sup>th</sup>, 2024**

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By the end of fiscal year 2024, H-GAC will have earned an estimated amount of \$1.5 million in interest revenue; this amount could vary based on the changes in interest rates that will result from the Federal Reserve's actions in mid-September.

It would be prudent and wise to set-aside and earmark these funds for utilization in fiscal year 2025. Currently, to plan conservatively, the 2025 draft budget and service plan contains a \$1 million line item designated as H-GAC's new "Interest Reinvestment Fund". These funds will be placed in a separate savings account and will also be tracked separately in our accounting system, MIP.

Please find below, a recommended fund utilization strategy for the Board's consideration and approval. These recommendations are submitted to you on behalf of Executive Director Chuck Wemple and me. Our goal is to continue to earn interest revenue in the future and utilize this strategy moving forward unless it is adjusted by the Board as appropriate.

- 1) **Designate 20% of the total re-investment amount as a rainy-day reserve** which may be used for paying for any unexpected expenses such as insurance deductibles, program short-falls, and other out-of-pocket costs.
- 2) **Designate 30% of the total re-investment amount as a 2025 board initiatives set-aside** that may be used for priority initiatives identified at the 2023 & 2024 board retreats and the October 2024 budget workshop.
- 3) **Designate 50% of the total re-investment amount as seed money for a NEW grant writing, development, administration, and support section** within H-GAC which would be focused on assisting H-GAC's member governments build capacity and support for grant related needs and gaps within their local areas.

## ORIENTATION TO BUDGET & SERVICE PLAN

### **Background**

N/A

### **Current Situation**

N/A

### **Funding Source**

N/A

### **Budgeted**

N/A

### **Action Requested**

For information only. No action required. (Staff Contact: Chuck Wemple)

## **PRESENTATION OF PROPOSED H-GAC 2025 BUDGET & SERVICE PLAN**

### **Background**

N/A

### **Current Situation**

N/A

### **Funding Source**

N/A

### **Budgeted**

N/A

### **Action Requested**

Presentation and discussion of proposed H-GAC 2025 Budget & Service Plan. For information only, no action requested. (Staff Contact: Chuck Wemple)

### **ATTACHMENTS:**

▢ 2025 Budget Summary

Cover Memo

**2025 PROPOSED BUDGET AND SERVICE PLAN  
SUMMARY**

Unified Budget			\$580,379,319
	Increase	7.13%	38,634,908
Pass-through funds			496,696,484
	Increase	3.85%	18,426,181
Operations			83,682,835
	Increase	31.84%	20,208,726
Increases			
Capital Expenditures		1,382.88%	3,692,280
Local Activities		945.43%	1,895,122
Transportation		49.39%	9,713,268
Data Services		35.95%	435,230
Enterprise Solutions		32.10%	3,137,025
Shared Services		9.00%	837,758
Community & Environmental		8.43%	1,393,063
Workforce		3.69%	17,225,761
Aging		1.66%	305,401
Employee Benefits			
Released Time		14.23%	\$4,708,391
Insurance, Retirement and Social Security		<u>31.82%</u>	<u>10,524,172</u>
Total Benefits & Release Time		46.05%	\$15,232,563

## **OCTOBER 2024 ADVISORY COMMITTEE AND AFFILIATE GROUP APPOINTMENTS**

### **Background**

H-GAC advisory committees are appointed by H-GAC's Board as a whole, based upon nominations from individual Board members and other groups.

### **Current Situation**

N/A

### **Funding Source**

N/A

### **Budgeted**

N/A

### **Action Requested**

Request approval of appointments to H-GAC advisory committees. (Staff Contact: William Matthews)

### **ATTACHMENTS:**

- Advisory Committee Recommendations
- Cover Memo

**2024 ADVISORY COMMITTEE AND AFFILIATE GROUP APPOINTMENTS****Gulf Coast Economic Development District**

The Gulf Coast Economic Development District makes recommendations on issues of economic development to assist and advise elected officials in their decision-making responsibilities. The district also helps bolster our local economy by providing loans for qualified business owners and local governments.

Nominations received for terms expiring in May 2027:

<b>Name</b>	<b>Representing</b>	<b>Nominated by</b>
Jay Knight	Liberty County	Judge Jay Knight

## **H-GAC SPOTLIGHT - CYBER SECURITY**

### **Background**

N/A

### **Current Situation**

N/A

### **Funding Source**

N/A

### **Budgeted**

N/A

### **Action Requested**

For information only. No action requested. (Staff Contact: John Tran)

## OUTREACH AND GOVERNMENT AFFAIRS REPORT

### **Background**

N/A

### **Current Situation**

N/A

### **Funding Source**

N/A

### **Budgeted**

N/A

### **Action Requested**

Update on important current and upcoming public affairs activities. No action requested. (Staff Contact: Rick Guerrero)

## EXECUTIVE DIRECTOR'S REPORT

### **Background**

N/A

### **Current Situation**

N/A

### **Funding Source**

N/A

### **Budgeted**

N/A

### **Action Requested**

Report on current and upcoming H-GAC activities. (Staff Contact: Chuck Wemple)

## H-GAC ROSTER

### ATTACHMENTS:

- |   |                    |            |
|---|--------------------|------------|
| ▯ | H-GAC BOARD ROSTER | Cover Memo |
| ▯ | H-GAC MEMBERS      | Cover Memo |
| ▯ | H-GAC ALTERNATES   | Cover Memo |

## 2024 H-GAC BOARD OF DIRECTORS

### AUSTIN COUNTY

County Judge Tim Lapham  
VACANT

### WHARTON COUNTY

County Judge Phillip Spenrath  
Commissioner Richard Zahn

### CITY OF MISSOURI CITY

Member Jeffrey Boney  
Council Member Floyd Emery

### BRAZORIA COUNTY

Commissioner Stacy Adams  
Commissioner Ryan Cade

### CITY OF ALVIN

Council Member Martin Vela  
Councilmember Meagan DeKeyzer

### CITY OF PASADENA

Council Member Dolan Dow  
Council Member Ruben Villarreal

### CHAMBERS COUNTY

Commissioner Tommy Hammond  
Commissioner Mark Tice

### CITY OF BAYTOWN

Councilmember Laura Alvarado  
Mayor Brandon Capetillo

### CITY OF PEARLAND

Mayor Kevin Cole  
Mayor Pro Tem Tony Carbone

### COLORADO COUNTY

County Judge Ty Prause  
Commissioner Darrell Gertson

### CITY OF CONROE

Councilman Howard Wood  
Councilman Todd Yancey

### CITY OF ROSENBERG

Mayor William Benton

### FORT BEND COUNTY

County Judge K.P. George  
Commissioner Andy Meyers

### CITY OF DEER PARK

Council Member Tommy Ginn  
Mayor Jerry Mouton Jr

### CITY OF SUGAR LAND

Council Member Stewart Jacobson  
Mayor Pro Tem Suzanne Whatley

### GALVESTON COUNTY

Commissioner Joseph Giusti  
Commissioner Darrell Apffel

### CITY OF FRIENDSWOOD

Councilmember Sally Branson  
Mayor Mike Foreman

### CITY OF TEXAS CITY

Commissioner Jami Clark  
Mayor Dedrick Johnson, Sr.

### HARRIS COUNTY

Commissioner Adrian Garcia  
Commissioner Rodney Ellis  
Commissioner Lesley Briones  
Commissioner Tom Ramsey

### CITY OF GALVESTON

Mayor Pro Tem Marie Robb  
Mayor Dr. Craig Brown

### GENERAL LAW CITIES

Mayor Pro Tem Joe Garcia, City of Pattison  
Councilmember Teresa Vazquez-Evans,  
City of Kemah

### LIBERTY COUNTY

County Judge Jay Knight  
Commissioner Greg Arthur

### CITY OF HOUSTON

Council Member Sallie Alcorn  
Council Member Edward Pollard  
Vice Mayor Pro Tem Amy Peck  
Council Member Mary Nan Huffman

Council Member Nancy Arnold,  
City of Waller  
Council Member Susan Schwartz,  
City of Bunker Hill Village

### MATAGORDA COUNTY

County Judge Bobby Seiferman  
Commissioner Mike Estlinbaum

### CITY OF HUNTSVILLE

Mayor Russell Humphrey  
Mayor Pro Tem Vicki McKenzie

### HOME RULE CITIES

Mayor Pro Tem Johnnie Simpson Jr.,  
City of Dickinson  
Mayor Dan Davis, City of Manvel

### MONTGOMERY COUNTY

County Judge Mark L. Keough  
Commissioner Matt Gray

### CITY OF LA PORTE

Councilmember Chuck Engelken, Jr.  
Councilman Bill Bentley

Council Member Ross Gordon,  
City of Bellaire  
Mayor Pro Tem Joe Compian,  
City of La Marque

### WALKER COUNTY

Commissioner Brandon Decker  
Commissioner Bill Daugette

### CITY OF LAKE JACKSON

Mayor Gerald Roznovsky  
Councilmember Vinay Singhanian

### INDEPENDENT SCHOOL DISTRICTS

Trustee Rissie Owens, Huntsville ISD  
Trustee Jennifer Key, Alief ISD

### WALLER COUNTY

County Judge Trey Duhon  
Commissioner Justin Beckendorff

### CITY OF LEAGUE CITY

Council Member Tommy Cones  
Council Member Andy Mann

*Note: Names of Alternates are indented*

### 2024 OFFICERS

#### CHAIR

Council Member Sallie Alcorn, City of Houston

#### VICE CHAIR

Mayor Joe Garcia, City of Pattison

#### CHAIR-ELECT

County Judge Jay Knight, Liberty County

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**Aggregate Scores Summary**  
**Solar Lighting Equipment and Related Services**  
**HGACBuy SL12-24**

Vendor	Total Score
EnGoPlanet Energy Solutions LLC	82
Fonroche Lighting America Inc	84.67
Gridshift Solutions	86.17
GRP WEGMAN Company	83.5
SELS USA LLC	84.83
SEPCO Solar Electric Power Company	82.67



CLOSED

# Solar Lighting Equipment and Related Services

Request For Proposal

HGACBuy/Cooperative Purchasing Program

28557, 80196, 91018, 98132

Close Date: No Close Date  No Retention Policy

Project ID: SL12-24

Release Date: Friday, July 26, 2024

Due Date: Thursday, August 29, 2024 12:00pm

Posted Friday, July 26, 2024 5:00am

Bid Unsealed Thursday, August 29, 2024 1:00pm by Virginia Virgen

Pricing Unsealed Thursday, August 29, 2024 1:00pm by Virginia Virgen

All dates & times in Central Time

Edit  Preview

## Vendor Analytics

Vendor project interaction data

Invite Vendors Search Print

- [Vendor Stats](#)
- [Followers \(Public\)](#)
- [Addenda Acknowledgements](#)
- [Notified](#)
- [Classification Report](#)
- [Email Log](#)

Project View Count

**635**

Vendor Funnel

Followers	25
Downloaders	36
Applicants	8
No Bids	0
Submissions	6

### Vendors

Vendor	Followed	Downloaded	Applied	No Bid	Submitted
SEPCO Solar Electric Power Company <input type="checkbox"/> No Reviews <i>info@sepconet.com</i>	✓	✓	✓		✓

SELS USA LLC  No Reviews arandall@selssolar.com	✓	✓	✓	✓
Gridshift Solutions  No Reviews drew@gridshiftsolutions.com	✓	✓	✓	✓
G.R.P. Mechanical Company, Inc.  No Reviews eweber@grpwegman.com	✓	✓	✓	✓
Fonroche Lighting America Inc  5 a.mabonzo@fonroche.us	✓	✓	✓	✓
EnGoPlanet Energy Solutions LLC  No Reviews brian@engoplanet.com	✓	✓	✓	✓
n/a footbaall2000@gmail.com		✓		
bidnet gbs@bidnet.com		✓		
Waterjet Technologies dsimon@waterjet-techs.com		✓		
Visual visualbidalerts@gmail.com		✓		
VOSS LIGHTING  4.3 chris.glass@vosslighting.com	✓	✓		
V Lights LLC info@vlightsllc.com	✓	✓		
Tourbillon Enterprises LLC  No Reviews yoonie.bae@batteriesplus.com		✓		
The Planit Room projects@theplanitroom.com	✓	✓		
Texas Patriot Contracting LLC  No Reviews txpatcont@gmail.com		✓		
THOR Energy, LLC jsan@thor-energy.com	✓	✓		
Sunna Design Inc.  No Reviews dhortsing@solarlighting.com	✓	✓	✓	
Star Service, Inc. jdmilligan@starservice.com	✓			
Source Management  No Reviews sourcemanagement@deltek.com	✓	✓		
Sat Energy Inc ro@sat-energy.biz	✓			
Rated Construction Equipment Rentals LLC estimate@ratedequipmentrentals.com	✓	✓		
RED VEST SUPPLY, LLC  No Reviews govsales@redvestsupply.com		✓		
Prime Vendor Inc.  No Reviews primevendor124@gmail.com		✓		
Preferred Sales LLC scott@dlbinc.net		✓		

PWXPress  No Reviews <i>bids@pwxpress.com</i>	✓	✓			
Orion Energy Systems, Inc.  No Reviews <i>orivera@oesx.com</i>	✓	✓			
North America Procurement Council Inc., PBC  No Reviews <i>notifications@napc.me</i>		✓			
None <i>martin.larinas@gmail.com</i>		✓			
Mia Juliana LLC <i>mia@miajuliana.com</i>	✓				
Lewiston <i>woodstr3313@gmail.com</i>		✓			
Leotek Electronics USA LLC  No Reviews <i>jessica.brazil@leotek.com</i>		✓			
Key HTX Development & Holdings <i>keyinfo@key-htx.com</i>		✓			
Intuitive Global Consulting Inc. <i>abartholomew@intuitivegc.com</i>	✓	✓			
Ikiro LED Lighting  No Reviews <i>isingh@ikiroledlighting.com</i>	✓	✓			
Herc Rentals Inc.  4.4 <i>hercbids@hercrentals.com</i>	✓	✓	✓		
Gridshift Solutions  No Reviews <i>ryan@gridshiftsolutions.com</i>	✓				
Fonroche Lighting America Inc  5 <i>todd.houghton@fonroche.us</i>		✓			
First Light Technologies  No Reviews <i>abagelman@firstlighttechnologies.com</i>	✓	✓			
Econolite  No Reviews <i>rwheeler@econolite.com</i>	✓	✓			
Construction Bid Source LLC <i>llambert@constructionbidsource.com</i>		✓			
Ballew Construction, LLC <i>lena@ballewcon.com</i>	✓				

VICE PRESIDENT KAMALA HARRIS Continued from Front Page



U.S. Vice President Kamala Harris (Photo courtesy of Kamala Harris' IG @kamalaharris)

From his official account on X, formerly known as Twitter, President Biden posted two significant things—one was his letter announcing his intention to withdraw from the 2024 presidential race, and the other was a post officially endorsing Kamala Harris, 59, for president.

President Biden's post officially endorsing Vice President Harris read: "My fellow Democrats, I have decided not to accept the nomination and to focus all my energies on my duties as President for the remainder of my term. My very first decision as the party nominee in 2020 was to pick Kamala Harris as my Vice President. And it's been the best decision I've made. Today I want to offer my full support and endorsement for Kamala to be the nominee of our party this year. Democrats — it's time to come together and beat Trump. Let's do this."

Vice President Harris shared the following sentiments after receiving the endorsement from President Biden and announcing her plans to secure the Democratic nomination for president:

"From being with him in the Oval Office to the Situation Room -- and seeing him on the global stage with world leaders -- I am a firsthand witness: President Joe Biden fights for the American people, and I am deeply grateful for his service to our nation... The qualities I cherish most about Joe -- his honesty, his integrity, his commitment to his faith and his family, his big heart and his deep love of our country -- are the qualities he's exemplified every day as President. And let me be very clear: Joe is not done. Far from it. He knows there is still more work to do, and our nation will continue to praise his bold and visionary leadership as President. I am grateful for Joe every day, and I'm honored to have his support in this race."

Former U.S. President Barack Obama and First Lady Michelle Obama offered a statement endorsing Vice President Harris as the presumptive nominee, stating:

"Earlier this week, we got a chance to catch up with a friend who we've known for more than 20 years. She'd had a pretty busy couple of days, to say the least. But we couldn't be more excited for her -- or more thrilled to endorse Kamala Harris as the Democratic nominee for President of the United States. We agree with President Biden -- choosing Kamala was one of the best decisions he's made. She has the resume to prove it: As a prosecutor, she defended the Constitution and fought for folks who deserve a fair shake. As California's Attorney General, she worked hard to ensure everyone was treated fairly, no matter who they are or who they love. As a Senator, she was one of the strongest voices holding the Trump administration accountable. And, as Vice President, she helped lead the charge on expanding the Affordable Care Act, combating climate change, fighting for reproductive freedom, equality, and the rule of law. But Kamala has more than a resume. She has the vision, the character, and the strength that this critical moment demands. There is no doubt in our mind that Kamala Harris has exactly what it takes to win this election and deliver for the American people. At a time when the stakes have never been higher, she gives us all reason to hope. We know over the next few months, Kamala will continue to make her case directly to the American people -- Democrats, Republicans, and independents alike. As she does, she will have our full support -- and we

look forward to watching her unite our party and our country around a vision for a brighter, fairer, more prosperous future. We're going to do everything we can to elect Kamala Harris the next President of the United States. And we hope you'll join us."

**KAMALA HARRIS: WHO IS SHE?**

Vice President Kamala Harris was born on October 20, 1964, in Oakland, CA, to Donald J. Harris, a Jamaican professor at Stanford University, and Shyamala Gopalan, an Indian biologist

and cancer researcher. In 1966, her family moved to Illinois, but eventually moved back to California in 1970. Harris matriculated to the historic Howard University and studied political science and economics. While at Howard, she interned as a mailroom clerk for California senator Alan Cranston, chaired the economics society, led the debate team, and joined the first Black Greek-lettered sorority in the United States—Alpha Kappa Alpha Sorority, Inc. Harris went on to graduate, earning her B.A. in political science and economics from Howard in 1986.

Harris continued her post-secondary education, earning her Juris Doctor law degree from the University of California College of the Law, San Francisco (formerly the University of California, Hastings College of the Law) in 1989 through its Legal Education Opportunity Program. While there, she served as president of the Black Law Students Association. Harris passed the California Bar Exam in 1990 and began practicing law.

Harris began work as a deputy district attorney in Oakland in 1990, and continued through 1998, earning a reputation for prosecuting tough homicide, burglary, robbery, sexual assault, and other criminal cases. Due to her success as a prosecutor, Harris was recruited to work in San Francisco as an assistant district attorney in 1998. She continued to do well in her role as a tough prosecutor which prompted people to encourage her to run for district attorney.

In 2004, Harris won her race (56%), and made history by becoming the first person of color elected as the district attorney of San Francisco.

In 2010, Harris ran and was elected attorney general of the state of California, again making history by becoming the first female and the first African American to be elected to the position.

In 2012, Harris delivered a memorable speech at the Democratic National Convention, raising her national profile, and married her husband, attorney Douglas Emhoff, in 2014. She was eventually encouraged and recruited to run for retiring U.S. Senator Barbara Boxer's seat in California, and easily won the 2016 election, making history yet again, by becoming only the second African American woman and the first Indian American ever to serve in the Senate.

Harris served on both the Select Committee on Intelligence and the Judiciary Committee, among other assignments, until she was selected to serve as vice president by President Biden.

**KAMALA HARRIS: RECORD AS VICE PRESIDENT**

The role of the Vice President of the United States is extremely important to the overall function of the American government. The Vice President formulates policies. The Vice President manages daily operations. The Vice President plans how all resources are to be effectively utilized. The Vice President is the President of the Senate. The Vice President serves as the Acting President when the President is unable to do so.

Vice President Harris is one of only three Vice Presidents in American history who have actually served as Acting President.

In looking at Vice President Harris' record while serving beside President Biden, here are some of the things she touts under her resume since becoming vice president:

- Helped cap the cost of insulin at \$35 a month for seniors
- Helped cut prescription drug prices
- Helped improve maternal health by expanding postpartum care through Medicaid
- Helped pass the first meaningful gun safety law in three decades
- Helped enact a \$1 trillion investment in the country's infrastructure to remove every lead pipe in America and make the most significant investment in public transit, repairing bridges, and high-speed Internet in history, after forming a bipartisan coalition
- Helped cast the decisive vote to secure passage of the landmark Inflation Reduction Act, which is the largest investment ever in tackling the climate crisis
- Presided over the unprecedented vote to confirm the first Black woman, Justice Ketanji Brown Jackson, to the Supreme Court
- Worked alongside President Biden to achieve historic representation of women and people of color among nominees at all levels of the federal government

**KAMALA HARRIS: NEXT STEPS**

For many, President Biden's decision came as a huge surprise, while others had been urging President Biden to step aside after his highly-talked-about debate performance against former president Trump who is also running again for reelection as the Republican nominee.

Once President Biden's decision was announced, Vice President Harris quickly accepted the endorsement, which came with an immediate flurry of support, excitement, donations, and a newfound energy that was sorely lacking in this 2024 presidential race.

Some call it a "game-changer", but the potential Democratic nomination of Vice President Harris as the presumptive 2024 Democratic nominee has gotten the entire country energized—whether people are in support of her or not.

In one full week, Vice President Harris' campaign raised \$200 million after being endorsed by President Biden. The campaign also announced that most of the donations she received in that full week (66%) came from first-time contributors during this 2024 election cycle and that over 170,000 volunteers have signed up to help her campaign with any number of Get-Out-The-Vote (G.O.T.V.) efforts.

Polling data since being endorsed by President Biden has shown that Vice President Harris' favorability among American voters rose significantly in that full week, while former president Trump's favorability has fallen, according to an *ABC News/Ipsos* poll that was conducted from July 26<sup>th</sup> to July 27<sup>th</sup> and released on July 28<sup>th</sup>.

The *ABC News/Ipsos* poll survey was conducted using KnowledgePanel—the largest and most well-established online probability-based panel that is representative of the adult U.S. population—and was based on a nationally representative probability sample of 1,200 adults age 18 or older with oversamples among Black and Hispanic respondents.

The results of the *ABC News/Ipsos* poll showed the following interesting details:

- A large majority (86%) of Democrats and half (52%) of Americans say that Harris should be the Democratic nominee for president, with 14% of Democrats saying the party should select a different nominee.
- Nine in ten (88%) Democrats are enthusiastic (63% very and 25% somewhat) about Harris becoming the Democratic nominee. In comparison, 82% of Republicans say they are enthusiastic about Trump being the Republican nominee.
- Two-thirds (66%) of Americans report they are "absolutely certain to vote" in the upcoming presidential election, including 76% of Democrats and 78% of Republicans. This is up from 70% among Democrats and roughly unchanged among Republicans (75%) from the last *ABC News/Ipsos* poll produced before Biden left the race.

Harris is relatively close to securing the Democratic nomination, after being the only prospective high-profile Democrat to have declared their candidacy for president by the pivotal July 26<sup>th</sup> deadline. It has been reported that Harris has already secured more than half the support of Democratic delegates to be the Democratic Party nominee.

Harris is on pace to become the official Democratic Party nominee during a virtual nomination roll call vote that is slated to take place as soon as Thursday, August 1<sup>st</sup>, prior to the Democratic National Convention that starts on Monday, August 19<sup>th</sup> in Chicago.

Assuming that Harris is the only one candidate that secures the requisite number of delegates and qualifies, and the virtual nomination roll call vote is in her favor, she would become the Democratic Party nominee for president going into the Democratic National Convention.

For now, the Harris campaign has been vetting her potential vice-presidential running mate, which should be decided and announced within the coming days.

Things are sure to heat up as **Election Day is less than 100 days away—November 5, 2024.**

America could very well be on the brink of having its second Black president and first female president in its 248-year history, which is truly historic, indeed.

**CLASSIFIEDS**

**REQUEST FOR PROPOSAL**

**Request for Proposal – Houston-Galveston Area Council – Public Services – Solar Lighting Equipment and Related Services – SL12-24**

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers for solar powered exterior lighting equipment and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts.

To view the solicitation documents, visit <https://www.hgacbuy.org/bid-notice>.

**Response Deadline: August 29, 2024 @ 12:00 P.M. CST**

**NOTICE TO PROPOSERS**

The Houston Independent School District Purchasing Services Department located at 4400 West 18th Street, Houston, TX 77092 is soliciting Request for Proposals (RFP) via the District's electronic bidding portal. Proposers may login to view specifications and submit their responses at the following link <https://houstonisd.ionwave.net/Login.aspx> until 4:00 p.m. (CST) Thursday, August 1, 2024, for the following solicitation:

RFP 25-07-03 Sports Video Editing Software

Pre-proposal conferences via Microsoft Teams will be held in conjunction with these RFPs. Information regarding dates, times, and instructions to receive a link to join the meeting can be located within the electronic bidding portal under the "Event Details" tab specific to this solicitation.

**NOVEMBER BALLOT** Continued from Front Page

ballot. This is where we don't want anyone to be confused in November, in that the 18<sup>th</sup> Congressional District voters will be voting for the same position two times, although for two separate elections. One is to elect the temporary seat-filler and the other will be to elect the selected Democratic nominee who will serve the full, two-year term starting January 3, 2025.

**CANDIDATES ANNOUNCING THEIR INTEREST**

Several people have gone on the record expressing their interest in being Sheila Jackson Lee's replacement on the November ballot, with some even reaching out to Harris County Democratic Party leaders before the Congresswoman had been officially funeralized.

Here is a list of people who have declared their intention to pursue the nomination, in alphabetical order of last name, as of this article being published:

**AMANDA EDWARDS**—Former Houston City Council Member who lost to Congresswoman Sheila Jackson Lee in March for the Democratic nomination for TX-18. She released the following statement via press release:

*"I am running for Congress to place people over politics, to deliver the results our community deserves, and to continue the strong legacy of servant leadership in the 18th Congressional District. From the late Congresswoman Barbara Jordan, the late Congressman Mickey Leland, Congressman Craig Washington and, most recently, the late Congresswoman Sheila Jackson Lee, the people of the 18th Congressional District expect bold, effective leadership. I got my start in Congresswoman Sheila Jackson Lee's D.C. office 20 years ago, and I have been directly trained by Congresswoman Jackson Lee. I am uniquely equipped to continue her legacy and fight for our rights, as well as elevate innovative solutions that can move our community forward in a transformative way. This battle is for the long haul."*

**JARVIS JOHNSON**—Former Texas State Representative and Houston City Council Member, who lost the State Senate District 15 to replace current Houston Mayor John Whitmire. He also unsuccessfully ran against Congresswoman Sheila Jackson Lee in 2010. He shared the following via a statement:

*"Just as Joe Biden passed the torch to a willing and able candidate, I stand ready to provide cohesion and strength, while fighting for the 18th District against the Republican regime."*

**CHRISTINA MORALES**—Current Texas State Representative who currently serves as President, CEO, and Funeral Director of Morales Funeral Home and President of the Morales Memorial Foundation. She shared the following statement via video on X (formerly Twitter):

*"After Congresswoman Sheila Jackson Lee's loss, there is a massive void in leadership that will not easily be filled. As the representative of #HD145 and a resident of #CD18, I am deeply connected to the rich diversity of communities within #CD18...Since taking office in 2019 I have not backed down from Gov. Abbott and the Republicans...I'm asking you to put me in this fight because I've been preparing for it. I'm here to unite CD18."*

**LETITIA PLUMMER**—Current At-Large Houston City Council Member who is the first Muslim woman to be elected to the Houston City Council. She said via statement:

*"Congresswoman Sheila Jackson Lee worked tirelessly for the people of Texas's 18th District...She was bold and unapologetic in her advocacy for the voiceless and the underserved. She would remind us that The Work Must Continue."*

**ROBERT SLATER**—Businessman who ran in the Democratic primary against Congresswoman Sheila Jackson Lee this year, but exited the race and endorsed her. On his campaign website, Slater stated:

*"As Congressman for District 18, my goal is to reclaim Houston's number one status by prioritizing safety, rejuvenating our economy with a focus on small businesses, and securing federal funding for infrastructure improvements. I believe that by working together, we can make Houston First again for all the right reasons."*

**SYLVESTER TURNER**—Former Houston mayor who served for eight years before reaching his term limit from 2016 to 2024. He also served for 27 years as the representative for Texas House District 139. He released a statement, saying the following:

*"The historic 18th Congressional District in the heart of Houston is without representation today. Upon the passing of my dear friend, Congresswoman Sheila Jackson Lee, we have a painful decision to make. We need to select who will fill her shoes, as we mourn her death. For more than 35 years, I've watched the Congresswoman serve our community with vigor and integrity. She followed in the footsteps of Barbara Jordan, Mickey Leland, and Craig Washington with dignity and helped preserve the legacy of this historic seat. Only Sheila's passing at this critical moment in the election cycle could bring me out of retirement. Given all the uncertainty at the national level, I believe the 18th District needs stability and continuity in leadership. We must keep federal resources flowing into the district to address challenges such as the cancer cluster in Fifth Ward and Kashmere Gardens, and continued funding for local organizations for health care, flood mitigation and education. Our next representative must also meet the high bar of compassion, caring, and humanity that was the hallmark of Sheila's leadership and public service. Comforting families who have lost loved ones, spending quality time with seniors while offering a helping hand – for me, these commitments deserve equal attention as the Washington duties of a member of Congress. I have worked closely with the Congresswoman, U.S. Presidents, and federal departments at the highest levels during my time as mayor and 27 years in the Texas House. I am best positioned to ensure the ball is not dropped on servicing the needs of the entire 18th Congressional District."*

**WHAT'S NEXT?**

The final decision of who will succeed the late Congresswoman Sheila Jackson Lee as the Democratic nominee on the November ballot will be made prior to the Democratic National Convention in Chicago.

**CLASSIFIEDS**

**REQUEST FOR PROPOSAL**

**Request for Proposal – Houston-Galveston Area Council – Public Services – Solar Lighting Equipment and Related Services – SL12-24**

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers for solar powered exterior lighting equipment and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts.

To view the solicitation documents, visit <https://www.hgacbuy.org/bid-notice>.

**Response Deadline: August 29, 2024 @ 12:00 P.M. CST**

**HELP WANTED**

Church Programs Director position for The Redeemed Christian Church of God, Fountain of Power (English & Yoruba Parish) in Houston, TX. Research, plan and implement all church programs. Publicize Church programs. Identify, recruit, and train church volunteer workers. Plan fundraising activities for the church. Set annual church budget. Req. High School Diploma (Foreign Diploma OK) and 3 years' experience in Church Administration. Send Resume to 11965 Bissonnet Street, Suite 106E, Houston, TX 77099. (Jobsite).

**HELP WANTED**

**ENGINEERING**  
Occidental Petroleum Corp. has multiple job optyps: Ldr, Fclts Eng (Ref # HOUSPA - Mngng all aspects of fclts prjcts incl civ, mech, automtn, commnctn, and electrl eng'g prjcts; Up to 25% dmstc trvl reqd); Prjct Mgr (Ref #HOUJJE - Mngng all prjct phses of the offshr fclts, incl scpng, cncpt slctn, FEED, dtld dsgn, fbrctn, instlltn, cmmssng & strt-up) May wrk from our HQ office in Houston, TX or reside anywhere in US & wrk remotely from home. May wrk at other US locatns not prsntly known. Email resume w/Ref# to [ApplyForOxyJob@Oxy.com](mailto:ApplyForOxyJob@Oxy.com). Must be legally auth to work in the U.S. w/o spnsrshp. EOE

**LEGAL NOTICE**

The Houston Independent School District Purchasing Services Department located at 4400 West 18th Street, Houston, TX 77092 is soliciting Request for CoOp Project (RFOP) via the District's electronic bidding portal. Proposers may login to view specifications and submit their responses at the following link <https://houstonisd.ionwave.net/Login.aspx> until 2:00 p.m. (CST) Tuesday, August 13, 2024, for the following solicitation:

RFOP- 24-05-12-50 Communication Network Infrastructure

p.m. On Monday, August 5<sup>th</sup>, Congresswoman Sheila Jackson Lee's two children—Jason Lee and Erica Lee Carter—formally endorsed Sylvester Turner to be her 18<sup>th</sup> Congressional District successor. They released a statement, saying:

*"While no one will ever replace Congresswoman Sheila Jackson Lee, there must be a successor. Our greatest hope is that her immediate successor has the capacity and commitment to sustain the service upon which the constituents of the 18th District have come to rely. For that reason, we are proud to endorse Sylvester Turner for the 18th Congressional District. We have no doubt Mayor Turner will carry on our mother's legacy of service because we've witnessed it almost our entire lives. Our mother had no greater partner than Mayor Turner and he honors her with his willingness to dutifully and humbly serve as a sturdy bridge to the next generation of leadership for the historic 18th Congressional District of Texas. The giants of the 18th Congressional District came to leadership through affirmation, not coronation. And so it should be for those that would assume the mantle for the future. This seat belongs to the people of the 18th, and the people—who affirmed Barbara, Mickey and Sheila—will no doubt identify and select the 18th's next great champion as well. We look forward to supporting Sylvester Turner as the next Congressman of the 18th Congressional District, as well as supporting the next generational leader who earns the people's trust."*

The *Forward Times* will be watching and waiting to see who the 88 Precinct Chairs representing the 18<sup>th</sup> Congressional District will select and appoint to follow in the footsteps of the late Congresswoman Sheila Jackson Lee, as well as those who came before her—the late Congresswoman Barbara Jordan, the late Congressman Mickey Leland, and former Congressman Craig Washington. These are big shoes to fill indeed. May they select well!

**SPIRIT OF EXCELLENCE** Continued from Front Page



FT Associate Editor Jeffrey L. Boney and Houston Delegation at NABJ Convention

in the *Big Leagues*', which is a "dream come true" story about professional baseball player Corey Julks who realized his childhood dream of playing Major League Baseball as an outfielder for his hometown Houston Astros.

The remaining four pieces of journalistic work that Boney was selected for as a finalist include:

**COMMENTARY/ESSAY** - *The Unapologetic Assault on Black History in America*

**INVESTIGATIVE** - *Land Fraud Nightmare: It Could Happen to You!*

**NEWS: SERIES** - *Gun Legislation in Texas That Could Negatively Affect the Black Community*

**FEATURE: SINGLE STORY** - *Autism Has a Face*

The NABJ Salute to Excellence Awards Gala recognizes journalism that best covers the

Black experience and that addresses issues affecting the worldwide Black community. Journalists are nominated for awards in over 100 different categories across six segments including digital media, magazine, newspaper, photojournalism, television, and radio.

Nominations for the Salute to Excellence Awards are open to all media organizations and individuals involved in print, broadcast, and/or online journalism media. Finalists and winners are determined by a group of professional judges who ensure the journalistic work embodies the highest standards of the journalism profession.

"Your relentless pursuit of the truth and your commitment to shining a light on critical issues affecting the Black Diaspora are commendable," stated Ken Lemon, NABJ President, as he thanked Boney and all who were nominated. "You represent the best in all of us, reminding us to strive harder and aim higher in our own endeavors. I am personally grateful for your contributions, and I am proud to celebrate your achievements."

Other 2024 Salute to Excellence Awards Gala honors were given to:

**Student Journalist of the Year: Domonique Tolliver**—a recent graduate of Loyola University New Orleans, where she earned a bachelor's degree in mass communication with a concentration in journalism.

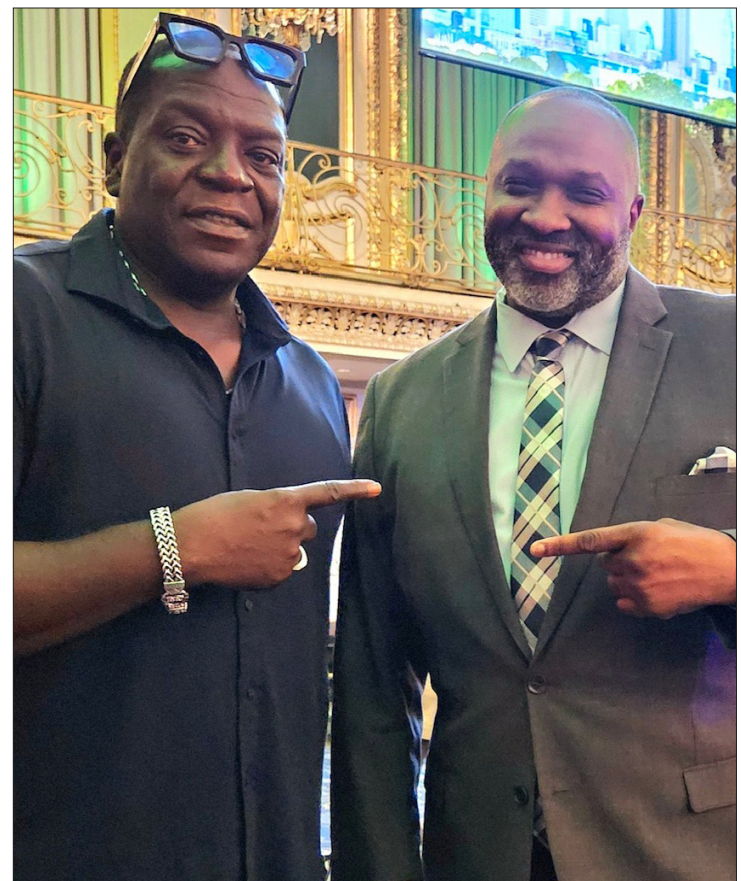
**Journalist of Distinction: Gary Lee**—a veteran reporter and editor who has made impactful contributions to the mainstream media and the Black Press. He has served as a staff writer for *TIME* magazine and a correspondent for *The Washington Post*. In 2021, he was named managing editor of the *Oklahoma Eagle*, one of the oldest Black newspapers in the United States.

**Best Practices: Staff of Capital B**—a nonprofit news organization that centers Black voices, audience needs, and experience and partners with the community.

**Percy Qoboza Foreign Journalist of the Year Award: Roberson Alphonse**—respected Haitian journalist who survived an assassination attempt because of his fearless work as a radio broadcaster and a senior reporter with *Le Nouvelliste* newspaper, the country's oldest, most widely circulated, and authoritative newspaper, founded in 1898.

**Chuck Stone Lifetime Achievement Award: Michelle V. Agnis**—a Pulitzer Prize-winning photojournalist whose images tell unforgettable stories and whose groundbreaking assignments offer some of the most important documentation of race relations, celebrity culture, sports, spirituality, and economic disparity in America. She is the second Black woman ever hired as a staff photographer at *The New York Times*. Before that, Agnis worked at the *Charlotte Observer* and was the personal photographer for Harold Washington, the first Black mayor of Chicago.

**Journalist of the Year: Louder Than A Riot**-- Hosted by NPR Music's Sidney Madden and Rodney Carmichael, *Louder Than A Riot* confronts power from every angle – from the power the genre wields over its artists, to the power plays that its rulebreakers take in order to get heard.



TV Broadcast Journalist Isiah Carey and Forward Times Associate Editor Jeffrey L. Boney at NABJ Convention



Ng Han Guan/Associated Press

People visit roadside food stalls Thursday in Beijing. The Communist Party last week laid out ambitious plans for reforms in many areas of the economy.

# China boosts its economy with rate cut, EV subsidies

By Elaine Kurtenbach  
ASSOCIATED PRESS

BANGKOK — China ratcheted up its effort to reinvigorate its slowing economy Thursday by unexpectedly cutting a key policy rate and also doubling subsidies for electric vehicles bought to replace older cars.

The People's Bank of China said it cut its lending rate for one-year medium-term policy loans by 20 basis points to 2.3%. That is the biggest rate cut since the world's second-largest economy was slammed by the COVID-19 pandemic in 2020.

The rate on seven-day loans was reduced to 1.7%.

Major state-run banks cut deposit rates, meanwhile, to relieve pressure on their finances, reducing the rate paid on one-year fixed deposits by 10 basis points to 1.35%, the official Xinhua News Agency reported, citing official rates released Thursday by the country's "Big Four" banks: Industrial and Commercial Bank of China, Agricultural Bank of China, Bank of China and China Construction Bank.

The banks cut deposit rates three times last year and this was the first reduction for 2024, it said. Earlier this week, the central bank cut several of its other lending rates, sticking to a cautious approach

to stimulating the economy.

But while lower deposit rates may be good for the bank's balance sheets they won't encourage more consumer spending — the one thing most economists agree is needed to help revive growth that has been falling for years and was hit especially hard by a downturn in China's property sector.

"Banks are already passing on lower deposit rates to savers: which will do nothing to encourage spending in the current environment, and people will instead save even more to generate the same return they were earning before," RaboResearch said in a commentary.

China's economy expanded at a 4.7% annual rate in the last quarter, down from 5.3% in January-March.

Thursday's moves coincided with a downturn in world stocks that extended losses in Chinese markets that have swooned this year while share prices soared in many other countries. Hong Kong's Hang Seng index sank 1.8% and the Shanghai Composite index lost 0.5%.

The flurry of rate cuts this week followed a major policy-setting meeting of the ruling Communist Party last week that laid out ambitious plans for reforms in many areas of the

economy but did not spell out any specific plans for stimulus driven by government spending.

The planning meeting focused on mapping out long-term goals but also emphasized short-term targets, Nicholas Yeo of abrdn, formerly Standard Life Aberdeen plc, said in a report.

"This was unusual, but positive, as this could be an indication of the authorities' growing awareness of the need to address the country's lagging economic growth," he said.

Mostly, the party has opted for fine-tuning and increasing investments in advanced and green technologies to help spur growth during a prolonged downturn in the property sector that has been dragging on the economy.

Reiterating earlier pledges to ramp up a program aimed at getting Chinese families to scrap old cars, appliances and even housing, the National Development and Reform Commission issued details on subsidies and funding.

The increases in subsidies for EVs come at a time when the U.S and some other countries are investigating such state support for the auto industry, and in some cases raising tariffs to protect their own manufacturers.

# Panel: Meta's deepfake policies, response to explicit image lacking

By Kelvin Chan  
ASSOCIATED PRESS

LONDON — Meta's policies on non-consensual deepfake images need updating, including wording that's "not sufficiently clear," the company's oversight panel said Thursday in a decision on cases involving AI-generated explicit depictions of two famous women.

The quasi-independent Oversight Board said in one of the cases, the social media giant failed to take down the deepfake intimate image of a famous Indian woman, whom it didn't identify, until the company's review board got involved.

Deepfake nude images of women and celebrities including Taylor Swift have proliferated on social media because the technology used to make them has become more accessible and easier to use. Online platforms have been facing pressure to do more to tackle the problem.

The board, which Meta set up in 2020 to serve as a referee for content on its platforms including Facebook and Instagram, has spent months reviewing the two cases involving AI-generated images depicting famous women, one Indian and one American. The board did not identify either woman, describing each only as a "female public figure."

the board's recommendations and is reviewing them.

One case involved an "AI-manipulated image" posted on Instagram depicting a nude Indian woman shown from the back with her face visible, resembling a "female public figure." The board said a user reported the image as pornography but the report wasn't reviewed within a 48 hour deadline so it was automatically closed. The user filed an appeal to Meta, but that was also automatically closed.

It wasn't until the user appealed to the Oversight Board that Meta decided that its original decision not to take the post down was made in error.

Meta also disabled the account that posted the images and added them to a database used to automatically detect and remove images that violate its rules.

In the second case, an AI-generated image depicting the American woman nude and being groped were posted to a Facebook group. They were automatically removed because they were already in the database. A user appealed the takedown to the board, but it upheld Meta's decision.

The board said both images violated Meta's ban on "derogatory sexualized photoshop" under its bullying and harassment policy. However it added that its

policy wording wasn't clear to users and recommended replacing the word "derogatory" with a different term like "non-consensual" and specifying that the rule covers a broad range of editing and media manipulation techniques that go beyond "photoshop."

Deepfake nude images should also fall under community standards on "adult sexual exploitation" instead of "bullying and harassment," it said.

When the board questioned Meta about why the Indian woman was not already in its image database, it was alarmed by the company's response that it relied on media reports. "This is worrying because many victims of deepfake intimate images are not in the public eye and are forced to either accept the spread of their non-consensual depictions or search for and report every instance," the board said.

The board also said it was concerned about Meta's "auto-closing" of appeals image-based sexual abuse after 48 hours, saying it "could have a significant human rights impact."

Meta, then called Facebook, launched the Oversight Board in 2020 in response to criticism that it wasn't moving fast enough to remove misinformation, hate speech and influence campaigns from its platforms.

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\*Includes first 36 lines and 1 Affidavit of Publication. \$2.00 each additional line.

### Notice to Creditors

### Citation by Publication

Teneshia Hudspeth  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS  
PROBATE COURTS DEPARTMENT

County Probate Court No. 1

THIRD AMENDED PROOF OF HEIRSHIP-  
CITATION BY PUBLICATION

Docket No: 512738

In the Estate of: George L. Lister,  
Deceased

THE STATE OF TEXAS  
COUNTY OF HARRIS

Greetings...

You are hereby commanded to summon the unknown heirs of George L. Lister, Deceased, all of whose names and residences and whereabouts are unknown to the plaintiffs, Dorothy Jean Reddix and Verelyn Mischain Belin, by making publication of this citation once, at least ten days previous to the return day hereof, in some newspaper, published in your county, to appear at the next regular term of the County Probate Court No. 1 of Harris County, Texas, after service has been perfected, to be holden in the courthouse thereof, in Houston, Texas, the same being Monday, August 05, 2024, then and there to answer a petition filed in said court on July 17, 2024, in a probate action now pending in said court in the above numbered and styled estate on the probate docket of said court, wherein Dorothy Jean Reddix, is plaintiff and the unknown heirs of said George L. Lister, Deceased is the defendant; said petition containing allegations as is shown in the attached copy of said petition.

Herein fail not, but have you before said court, at the time aforesaid, this writ your return thereon, showing how you have executed the same.

Issued and given under my hand of said court, at Houston, Texas, this on this the 22nd day of July, 2024.

(SEAL)  
THE HOUSTON CHRONICLE

Teneshia Hudspeth, County Clerk  
County Probate Court No. 1  
201 Caroline, Room 800  
Harris County, Texas

/s/ Austin Alvarez  
Austin Alvarez  
Deputy County Clerk

Attorney: Michelle E. Murphy  
2640 E. League City Pkwy, Suite 104,  
PMB 1035  
League City, Texas 77573  
281) 727-0016

To ASHLYN JEFFERSON Respondent,

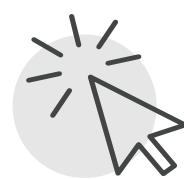
"STATE OF TEXAS

"You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 a.m. on the Monday next following the expiration of 20 days after you were served this citation and petition, a default judgment may be taken against you. The petition of the Texas Department of Family and Protective Services, Petitioner, was filed in the 480th Judicial District Court of Williamson County, Texas, on the 12th day of December 2023, against ASHLYN JEFFERSON, Respondent, numbered 23-0151-CPS480, and entitled 'In the Interest of ASHLYN JEFFERSON, Minor Child.' The suit requests termination of the parent-child relationship. The date and place of birth of the children of ASHLYN JEFFERSON, the subject of the suit: Faith Jefferson, Born November 25, 2023. "The court has authority in this suit to render an order in the children's interest that will be binding on you, including the termination of the parent-child relationship, the determination of paternity, and the appointment of a conservator with authority to consent to the children's adoption. "Issued and given under my hand and seal of the Court at Williamson County, Texas, this the \_\_\_\_ day of \_\_\_\_\_, 2024.

Clerk of the District Court of  
Williamson County, Texas.  
By \_\_\_\_\_, Deputy."

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### Citation by Publication

CAUSE NO: 2024-05221

IN THE 125TH JUDICIAL DISTRICT COURT OF HARRIS COUNTY, TEXAS

Plaintiff: GUERRA, ANA CECILIA

vs.

Defendant: BROWN, KENDRICK and MICHAEL SMITH

CITATION BY PUBLICATION

THE STATE OF TEXAS  
County of Harris

NOTICE TO DEFENDANT: You have been sued. You may employ an attorney. If you or your attorney do not file written answer with the clerk who issued this citation by 10:00am on Monday next following the expiration of forty-two days after the date of issuance of this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org.

To: KENDRICK BROWN  
8501 BROADWAY STREET APT 2168  
HOUSTON, TEXAS 77061

YOU ARE HEREBY COMMANDED to be and appear before the 125TH Judicial District Court of Harris County, Texas in the Courthouse in the city of Houston, Texas at or before 10:00 o'clock A.M. Monday, the 05TH day of AUGUST, 2024 being the Monday after the expiration date of forty-two days after this citation is issued, and you are hereby commanded and required then and there to appear and file written answer to the PLAINTIFFS' SECOND AMENDED PETITION, filed in said Court on the 28TH day of May, 2024, a suit numbered 2024-05221 on docket of said court, wherein GUERRA, ANA CECILIA the Plaintiff(s), and BROWN, KENDRICK and MICHAEL SMITH, Defendant(s), the nature of plaintiff's demand being and the said petition alleging: OTHER PROPERTY

**SUMMARY:** This case involves the theft by forgery of Plaintiff's real property located at 3402 Paul Quin St., Houston, Texas 7709 herein referred to as "the property" and the legal description of the property is as follows: Track 13 Bk 21A of Highland Heights Annex Sec. 4, a subdivision in Harris County Texas. Plaintiff paid for and received title to the property by special warranty deed from Aldo R. Guerra on November 20, 2020 as memorialized in the deed. Plaintiff recorded the deed with the Harris County Clerk's office with an entry date of December 8, 2020 as RP-2020-599769. On or about June 27, 2023, both Defendant Brown and Defendant Smith colluded to steal the real property of the Plaintiff by forgery. Defendants executed a General Warranty Deed in favor of Defendant Brown with Defendant Smith alleged as witness along with a fictitious person who the Defendants named John Edmonds See Exhibit 2-General Warranty Deed.

Notice hereof shall be given by publishing this Citation once a week for four consecutive weeks previous to the 29th day of JULY, 2024 in some newspaper published in the County of HARRIS, if there be a newspaper published therein, but if not, then the nearest county where a newspaper is published, and this Citation shall be returned on 05th day of AUGUST, 2024, which if forty-two days after the date it is issued, and the first publication shall be at least twenty-eight days before said return day.

HEREIN FAIL NOT, but have before said court on said return day this Writ with your return thereon, showing how you have executed same.

WITNESS: MARILYN BURGESS, District Clerk, Harris County, Texas

GIVEN UNDER MY HAND AND SEAL OF SAID COURT at Houston, Texas this 17TH day of JUNE, 2024.

MARILYN BURGESS, District Clerk  
Harris County, Texas  
301 Fannin, Houston, Texas 77002  
P.O. Box 4651, Houston, Texas 77210

By: /s/ Wanda Chambers  
CHAMBERS, WANDA  
Deputy District Clerk

(SEAL)

Newspaper: HOUSTON CHRONICLE

Issued at the request of: RODRIGUEZ BURNS, DAVID  
Address: 7151 OFFICE CITY DR  
HOUSTON, TEXAS 77087  
Bar Number: 00797335

### Legal Bids & Proposals

Request for Proposal -  
Houston-Galveston Area Council - Public Services - Solar Lighting Equipment and Related Services - SL12-24

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers for solar powered exterior lighting equipment and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts.

To view the solicitation documents, visit https://www.ngacbuy.org/bid-notices.

Response Deadline: August 29, 2024 @ 12:00 P.M. CST

### Legal Bids & Proposals

Bid Notice - Allief ISD will receive electronic sealed proposals for RFP 2434 Medical-Athletic Training Supplies until 2:00 PM (CT), 08/13/2024. Bid and submission info at https://alliefisd.onwave.net. Questions 281-988-3188

## WE DELIVER YOUR MESSAGE

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### Citation by Publication

CAUSE NUMBER: 2023-86924

IN THE 127TH JUDICIAL DISTRICT COURT OF HARRIS COUNTY, TEXAS

Plaintiff(s): LOPEZ, RUBEN

vs.

Defendant(s): COMERICA BANK

CITATION BY PUBLICATION

THE STATE OF TEXAS  
County of Harris

NOTICE TO DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney do not file written answer with the clerk who issued this citation by 10:00am on Monday next following the expiration of forty-two days after the date of issuance of this citation and petition, a default judgment may be taken against you." In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org.

To: LOPEZ, MIGUEL WHOSE RESIDENCE AND WHEREABOUTS ARE UNKNOWN

YOU ARE HEREBY COMMANDED to be and appear before the 127TH Judicial District Court of Harris County, Texas in the Courthouse in the city of Houston, Texas at or before 10:00 o'clock A.M. Monday, the 9TH day of SEPTEMBER, 2024, being the Monday after the expiration date of forty-two days after this citation is issued, and you are hereby commanded and required then and there to appear and file written answer to the Plaintiffs' Original Petition, filed in said Court on the 20th day of SEPTEMBER, 2023, a suit numbered 2023-86924 on docket of said court, wherein RUBEN LOPEZ the Plaintiff, and COMERICA BANK, the Defendant(s), the nature of plaintiff's demand being and the said petition alleging: OTHER PROPERTY

**SUMMARY** Comerica Bank's counterclaim against Miguel Lopez seeks to foreclose a home equity loan against the property located at 9402 Willow Wood Lane, Houston, Texas 77089 (the "Property"), and more particularly described as follows:

BEING LOT THIRTY-ONE (31) LESS AND EXCEPT THE NORTHEAST THREE FEET (N.E.3') THEREOF, IN BLOCK TWENTY-TWO (22), OF WILLOWWOOD, SECTION FOUR (4), AN ADDITION TO HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 215, PAGE 142, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

Notice hereof shall be given by publishing this Citation once a week for four consecutive weeks previous to the day of SEPTEMBER 9, 2024, in some newspaper published in the County of HARRIS, if there be a newspaper published therein, but if not, then the nearest county where a newspaper is published, and this Citation shall be returned on the 29th day of AUGUST, 2024, which is forty-two days after the date it is issued, and the first publication shall be at least twenty-eight days before said return day.

HEREIN FAIL NOT, but have before said court on said return day this Writ with your return thereon, showing how you have executed same.

WITNESS: Marilyn Burgess, District Clerk, Harris County, Texas

GIVEN UNDER MY HAND AND SEAL OF SAID COURT at Houston, Texas this 18th day of JULY, 2024.

Marilyn Burgess, District Clerk  
Harris County, Texas  
201 Caroline, Houston, Texas 77002  
P.O. Box 4651, Houston, Texas 77210

By: /s/ Nelson Cuero  
NELSON CUERO, Deputy District Clerk

(SEAL)

Newspaper: HOUSTON CHRONICLE

Issued at the request of: WILLIAM D. JENNINGS  
Address: 333 Lee Parkway, 8th Floor  
Dallas, Texas 75219  
TEL: (214) 520-3300  
Bar Number: 24127205

CAUSE NUMBER: 2024-00640  
IN THE 281st JUDICIAL DISTRICT COURT OF HARRIS COUNTY, TEXAS  
Plaintiff: CHARLES ALAN HEATON vs. Defendant: TIMOTHY DAVID YORK  
CITATION BY PUBLICATION  
THE STATE OF TEXAS  
County of Harris

NOTICE TO DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of twenty days after the date of issuance of this citation and petition, a default judgment may be taken against you."

TO: YORK, TIMOTHY DAVID 15830 SAINT LAWRENCE CIR FRIENDSWOOD TX 77514 OR WHEREVER HE MAY BE FOUND Attached is a copy of PLAINTIFFS ORIGINAL PETITION JURY DEMAND AND RULE 193.7 NOTICE. This instrument was filed on January 4, 2024, in the above numbered and styled cause on the docket in the above Judicial District Court of Harris County, Texas, in the courthouse in the City of Houston, Texas. The instrument attached describes the claim against you. YOU HAVE BEEN SUED. You may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org. ISSUED AND GIVEN UNDER MY HAND AND SEAL OF SAID COURT at Houston, Texas, this January 5, 2024.

Marilyn Burgess, District Clerk Harris County, Texas  
201 Caroline, Houston, Texas 77002  
Generated By: CYNTHIA CLAUSELL  
Issued at request of:  
Nicholas Campos  
19747 HIGGAY 59 N SUITE 400  
HUMBLE, TX 77338  
832-777-0390  
Bar Number: 24126001

**LEGAL NOTICES**

HoustonChronicle.com/Place-Legals | legals@chron.com | 713.362.6868

**Legals/Public Notices**

**NOTICE OF SALE**

**HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 569**  
(A Political Subdivision of the State of Texas Located within Harris County, Texas)

\$3,375,000  
Unlimited Tax Bonds, Series 2024

Bids to be Submitted: 9:30 A.M., Central Time  
Bids to be Opened: 1:00 P.M., Central Time  
Monday, August 12, 2024

**Place and Time of Sale:** The Board of Directors of Harris County Municipal Utility District No. 569 (the "District") will receive and publish read bids for the purchase of the \$3,375,000 Unlimited Tax Bonds, Series 2024 (the "Bonds") at the designated meeting place outside the boundaries of the District at 1300 Post Oak Boulevard, Suite 2500, Houston, Texas, 77056, at 1:00 P.M., Central Time, Monday, August 12, 2024.

**Address of Bids:** Bids for the Bonds may be delivered to the District electronically, telephonically, or directly to the District at the address listed below to the "President and Board of Directors of Harris County Municipal Utility District No. 569," and delivered to the District's Financial Advisor, Robert W. Baird & Co. Incorporated, 4801 Woodway Drive, Suite 118-E, Houston, Texas 77056 or via email at [TXSpecialDistBidForm@rwbaird.com](mailto:TXSpecialDistBidForm@rwbaird.com), prior to 9:30 A.M., Central Time, on the date of the bid opening. Any bid received after 9:30 A.M., Central Time, on Monday, August 12, 2024, will not be accepted and will be returned unopened. All bidders must submit a signed "Official Bid Form" and a Bank Cashier's Check in the amount of \$67,500 payable to the order of the District as a good faith deposit.

**Information:** The Bonds are more completely described in the "Official Notice of Sale" and the "Preliminary Official Statement" which may be obtained from Robert W. Baird & Co. Incorporated, 4801 Woodway Drive, Suite 118-E, Houston, Texas 77056; Financial Advisor to the District. The District reserves the right to reject any and all bids and to waive any and all irregularities except time of filing. This notice does not constitute an offer to sell the Bonds but is merely notice of sale of the Bonds as required by law. The offer to sell the Bonds will be made only by means of the "Official Notice of Sale," "Preliminary Official Statement," and the "Official Bid Form."

Board of Directors  
Harris County Municipal Utility District No. 569

LEGAL NOTICE

**Legals/Public Notices**

**NOTICE OF SALE**

**HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 565**  
(A political subdivision of the State of Texas located within Harris County)

\$4,800,000  
Unlimited Tax Bonds, Series 2024  
"Qualified Tax-Exempt Obligations"

The Board of Directors of Harris County Municipal Utility District No. 565 (the "District") will publicly receive sealed bids on up to \$4,800,000 Unlimited Tax Bonds, Series 2024 (the "Bonds") on Thursday, August 15, 2024, at 10:30 A.M., Houston Time, at the office of Masterdon Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046. A Board of Directors meeting on Thursday, August 15, 2024, at 12:00 P.M., Houston Time, at the office of Coats & Potts, P.C., 9 Greenway Plaza, Suite 1000, Houston, Texas 77046, the Board will immediately take action to reject any and all bids or accept the bid resulting in the lowest net interest cost to the District.

A bid for the Bonds, may be delivered to the District electronically, by telephone or delivered directly to the District in a sealed envelope addressed to the "President and Board of Directors, Harris County Municipal Utility District No. 565" at the above address of Masterdon Advisors LLC. All bidders must submit signed "Official Bid Form" and a bank cashier's check in the amount of \$96,000 payable to the order of "Harris County Municipal Utility District No. 565" as a Good Faith Deposit. Additional terms and conditions related to the submission of a bid for the Bonds are included in the "Official Notice of Sale."

The Bonds will mature serially on March 1, 2025 through 2049, and will be dated September 1, 2024. The "Official Notice of Sale," "Preliminary Official Statement," and "Official Bid Form" may be obtained from the District's Financial Advisor, Masterdon Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046. This notice does not constitute an offer to sell the Bonds but is merely notice of sale of the Bonds as required by law. The offer to sell the Bonds will be made by means of the "Official Notice of Sale," "Preliminary Official Statement," and "Official Bid Form."

Mrs. Taylor Lewis Gaver  
President, Board of Directors  
Harris County Municipal Utility District No. 565  
Harris County, Texas

**PUBLIC HEARING WITH SPECIAL REQUEST**  
The Houston Planning Commission has received an application to allow the partial replatting of **Sakewell Manor** being all of Lot 2, Block 1, an addition in Harris County, Texas, according to the map or plat thereof recorded under Volume 696, page 335, of the Harris County Map Records for the purpose of replatting to create two (2) single-family residential lots and two (2) reserves.  
The new subdivision name is **Cypress Landing**.  
Reconsideration of requirement, variance(s) and/or special exception(s) is/are being requested with this application.  
This is the written notice of a public hearing the City sends to all owners of property within 300' of the boundary of the plat.  
State law allows for protest when the proposed replat requires a variance or special exception. The protest must be filed in writing prior to the close of the public hearing. If owners of 20% of the land area within the original plat boundary or within 200 feet of the replat protest the replat, approval of the replat must receive an affirmative vote of at least three-fourth (3/4) of the Houston Planning Commission Members present. In computing the percentage of land area for the purpose of protest, streets and alleys are included.  
The Houston Planning Commission will hold a public meeting and public hearing on this replat. The Commission is the non-legislative body authorized to review and render decisions on subdivision applications and requests. The meeting at which this item will first be considered is listed below. A sign with this information has also been posted on the project site.  
**PLANNING COMMISSION MEETING INFORMATION:**  
Thursday, August 22, 2024, beginning at 2:30 P.M.  
City Hall Annex Building, 900 Bagby Street  
City Council Chamber, Public Level, Houston, Texas  
Members of the public may make comments or express concerns about the proposed project by attending the meeting at City Council Chamber listed above or send email to: [spkcomcomments@houston.gov](mailto:spkcomcomments@houston.gov) or call the Planning Department at 832-393-6624 at least 24 hours in advance of the meeting.  
Contact the applicant **Carlos G. Escobedo**, at **CGE/Planning/Design** at 713-965-7385 or the City of Houston Planning Department at (832) 393-6600 for any additional information.

**Legals/Public Notices**

**LEGAL NOTICE FOR PUBLIC HEARING WITHOUT VARIANCE OR SPECIAL EXCEPTION**

The Houston Planning Commission has received an application to allow the replatting (or partial replatting) of **Foster Place** being all or part of Lot 1 in Block 36, as recorded in Volume 635, Page 593 of the Harris County Map Records for the purpose of creating 3 residential lots.  
The new subdivision name is **Idaho Park**.  
This is the written notice of a public hearing the City sends to all owners of property within 300' of the boundary of the plat.  
The Houston Planning Commission will hold a public meeting and public hearing on this replat. The Commission is the non-legislative body authorized to review and render decisions on subdivision applications and requests. The meeting at which this item will first be considered is listed below. A sign with this information has also been posted on the project site.  
**PLANNING COMMISSION MEETING INFORMATION:**  
Thursday, August 22, 2024, beginning at 2:30 P.M.  
City Hall Annex Building, 900 Bagby Street  
City Council Chamber, Public Level, Houston, Texas  
Members of the public may make comments or express concerns about the proposed project by attending the meeting at City Council Chamber listed above or send email to: [spkcomcomments@houston.gov](mailto:spkcomcomments@houston.gov) or call the Planning Department at 832-393-6624 at least 24 hours in advance of the meeting.  
Contact the applicant at 832-260-3630 or the City of Houston Planning Department at 832-393-6600 for any additional information.

**LEGAL NOTICE FOR PUBLIC HEARING WITHOUT VARIANCE OR SPECIAL EXCEPTION**

The Houston Planning Commission has received an application to allow the replatting (or partial replatting) of **Foster Place** being all or part of Lot 1 in Block 36, as recorded in Volume 635, Page 593 of the Harris County Map Records for the purpose of creating 3 residential lots.  
The new subdivision name is **Idaho Park**.  
This is the written notice of a public hearing the City sends to all owners of property within 300' of the boundary of the plat.  
The Houston Planning Commission will hold a public meeting and public hearing on this replat. The Commission is the non-legislative body authorized to review and render decisions on subdivision applications and requests. The meeting at which this item will first be considered is listed below. A sign with this information has also been posted on the project site.  
**PLANNING COMMISSION MEETING INFORMATION:**  
Thursday, August 22, 2024, beginning at 2:30 P.M.  
City Hall Annex Building, 900 Bagby Street  
City Council Chamber, Public Level, Houston, Texas  
Members of the public may make comments or express concerns about the proposed project by attending the meeting at City Council Chamber listed above or send email to: [spkcomcomments@houston.gov](mailto:spkcomcomments@houston.gov) or call the Planning Department at 832-393-6624 at least 24 hours in advance of the meeting.  
Contact the applicant at 832-260-3630 or the City of Houston Planning Department at 832-393-6600 for any additional information.

**NOTICE OF SALE**

**IMPERIAL REDEVELOPMENT DISTRICT**  
(A political subdivision of the State of Texas located within Fort Bend County)

\$7,500,000  
Unlimited Tax Bonds, Series 2024  
"Qualified Tax-Exempt Obligations"

The Board of Directors of Imperial Redevelopment District (the "District") will publicly receive bids on up to \$7,500,000 Unlimited Tax Bonds, Series 2024 (the "Bonds"), on Thursday, August 15, 2024, at 9:15 A.M., Houston Time, at the office of the District's Financial Advisor, Masterdon Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046. At a Board of Directors meeting on Thursday, August 15, 2024, at 12:00 P.M., Houston Time, at the District's regular meeting place at the Sugar Land Heritage Association, 159 Kemper Street, Sugar Land, Texas 77498, the Board will immediately take action to reject any and all bids or accept the bid resulting in the lowest net interest cost to the District.

A bid for the Bonds may be delivered to the District electronically, by telephone or delivered directly to the District in a sealed envelope addressed to the "President and Board of Directors, Imperial Redevelopment District" at the above address of Masterdon Advisors LLC. All bidders must submit a signed "Official Bid Form" and a bank cashier's check in the amount of \$150,000 payable to the order of "Imperial Redevelopment District" as a Good Faith Deposit. Additional terms and conditions related to the submission of a bid for the Bonds are included in the "Official Notice of Sale."

The Bonds will mature serially on May 1, 2025 through 2048, and will be dated September 1, 2024. The "Official Notice of Sale," "Preliminary Official Statement," and "Official Bid Form" may be obtained from the District's Financial Advisor, Masterdon Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046. This notice does not constitute an offer to sell the Bonds but is merely notice of sale of the Bonds as required by law. The offer to sell the Bonds will be made only by means of the "Official Notice of Sale," "Preliminary Official Statement," and "Official Bid Form."

Mr. Tim Stuberhouch  
President, Board of Directors  
Imperial Redevelopment District  
Fort Bend County, Texas

**PUBLIC HEARING WITH SPECIAL REQUEST**  
The Houston Planning Commission has received an application to allow the partial replatting of **Sakewell Manor** being all of Lot 2, Block 1, an addition in Harris County, Texas, according to the map or plat thereof recorded under Volume 696, page 335, of the Harris County Map Records for the purpose of replatting to create two (2) single-family residential lots and two (2) reserves.  
The new subdivision name is **Cypress Landing**.  
Reconsideration of requirement, variance(s) and/or special exception(s) is/are being requested with this application.  
This is the written notice of a public hearing the City sends to all owners of property within 300' of the boundary of the plat.  
State law allows for protest when the proposed replat requires a variance or special exception. The protest must be filed in writing prior to the close of the public hearing. If owners of 20% of the land area within the original plat boundary or within 200 feet of the replat protest the replat, approval of the replat must receive an affirmative vote of at least three-fourth (3/4) of the Houston Planning Commission Members present. In computing the percentage of land area for the purpose of protest, streets and alleys are included.  
The Houston Planning Commission will hold a public meeting and public hearing on this replat. The Commission is the non-legislative body authorized to review and render decisions on subdivision applications and requests. The meeting at which this item will first be considered is listed below. A sign with this information has also been posted on the project site.  
**PLANNING COMMISSION MEETING INFORMATION:**  
Thursday, August 22, 2024, beginning at 2:30 P.M.  
City Hall Annex Building, 900 Bagby Street  
City Council Chamber, Public Level, Houston, Texas  
Members of the public may make comments or express concerns about the proposed project by attending the meeting at City Council Chamber listed above or send email to: [spkcomcomments@houston.gov](mailto:spkcomcomments@houston.gov) or call the Planning Department at 832-393-6624 at least 24 hours in advance of the meeting.  
Contact the applicant **Carlos G. Escobedo**, at **CGE/Planning/Design** at 713-965-7385 or the City of Houston Planning Department at (832) 393-6600 for any additional information.

**Citation by Publication**

**CAUSE NO. C-2004-15-1**  
IN THE DISTRICT COURT OF HARRIS COUNTY, TEXAS

NEKO CAPITAL, LLC  
Plaintiff  
vs.  
UNKNOWHN HEIRS OF ELLIJAH MITCHELL  
Defendants

26TH DISTRICT COURT  
HARRIS COUNTY, TEXAS

**PLAINTIFF'S MOTION FOR CITATION BY PUBLICATION RULE 109, TEXAS RULES OF CIVIL PROCEDURE**

**TO THE HONORABLE JUDGE OF SAID COURT:**

COMES NOW, Neko Capital, LLC, the Plaintiff herein, and moves this Honorable Court to authorize service of citation on UNKNOWHN HEIRS OF ELLIJAH MITCHELL, as prescribed by Rule 109, Texas Rules of Civil Procedure, by publication in a local newspaper once a week for four consecutive weeks in compliance with Rules 114 and 116, Texas Rules of Civil Procedure.

**GROUNDS**

As grounds therefore, Attorney Plaintiff, respectfully shows this Court that it would be impractical to secure service as authorized in Rule 105 (a) (ii) and citation by publication should be authorized.

2. A supporting affidavit is attached hereto as Exhibit 1, showing sufficient cause for this motion to be granted. Plaintiff's Summary of Case for Publication is attached hereto as Exhibit 2, showing sufficient cause for this motion to be granted.

WHEREFORE, Plaintiff prays that the Court issue its order to authorize substituted service of citation by publication as requested above.

Respectfully submitted,  
J.N. Richards Law, P.C.  
By:  
James Nathan Richards  
State Bar No. 24919810  
jnr@jnrichardslaw.com  
E. Corsicana Street  
Arlene, Texas 75751  
Phone: 817-519-9286  
Fax: 817-519-9286

**ATTORNEY FOR PLAINTIFF**

This lawsuit involves the following Real Property (hereinafter "The Property") located in Harris County, Texas:

Lot 5 in Block 13 of Mac Gregor Place, Section 3, as subdivided in Harris County, Texas according to the map or plat thereof recorded in VOLUME 36, Page 20 of the Monday next following the expiration of forty-two days after this citation is issued, and you are hereby notified that the Plaintiff's rights in relation to Tex. Statutes § 2.07, equitable subrogation to the lending authorities' lien and foreclosure of such lien, reimbursement for amounts paid, and, in the alternative, partition of The Property.

**CAUSE NUMBER: 2023-84007**

Plaintiff: DASIGENIS, SANDY, TRUSTEE  
vs.  
Defendant: LAWSON, MORRIS LAFRENCH  
IN THE 33<sup>RD</sup> JUDICIAL DISTRICT COURT OF HARRIS COUNTY, TEXAS

THE STATE OF TEXAS  
CITATION BY PUBLICATION  
County of Harris

**NOTICE TO DEFENDANT:** "You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk within the time specified in this citation, a default judgment may be taken against you."

**TO: YORX TIMOTHY DAVID 15830 SAINT LAWRENCE CIR FRENDSWOOD TX 77574**  
IF WHEREVER HE MAY BE FOUND Attached is a copy of PLAINTIFFS ORIGINAL PETITION FOR DEMAND AND RULE 193.7 NOTICE. YOU HAVE BEEN SUED. You may employ an attorney. If you or your attorney do not file a written answer with the clerk within the time specified in this citation, a default judgment may be taken against you. In addition to filing a written answer with this court, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at [TexasLawHelp.org](http://TexasLawHelp.org)

**RUESE ANDERSON UNDER MY HAND AND SEAL OF SAID COURT at Houston, Texas, this January 5, 2024.**

Manly Burgess, District Clerk Harris County, Texas  
201 Caroline, Houston, Texas 77002  
Entered by: CWN/TA CLAUSELL  
Issued at request of:  
JANIS DASIGENIS, Plaintiff and MORRIS LAFRENCH, Defendant.  
19747 HIGHWAY 59 IN SUITE 400  
HUMBLE, TX 77338  
832-77-9290  
Bar Number: 24126001

**REAL ESTATE SEALED BID SALE NOTICE**

±2.09 acres of land on Frank Road located near intersection of Beltway 8 & Morazes Road Houston, TX 77032 (Parcel 5725-003)

The City of Houston is accepting sealed bids for the sale of the property listed below. Bids will be accepted in the office of City Clerk, Houston, Texas at the Commercial Development Attn: Anissa Veal, 16930 John F. Kennedy Blvd., Houston, TX, 77058. The deadline for submitting bids is **10:00 a.m., August 29, 2024**, at which time bids will be opened. Bid forms and specifications may be obtained by visiting [www.houston.gov/bid](http://www.houston.gov/bid) or by calling (813)233-1828. For additional information please visit [www.houston.gov](http://www.houston.gov)

**PARCEL 5725-003:** ±2.09 acres of land on Frank Road located near intersection of Beltway 8 & Morazes Road Houston, TX 77032 (Parcel 5725-003)

The Third Court of First Instance of the Family of the Fourth Judicial District of the State of Texas, in and for Matamoros, issues the following: EDCIT Order of the Honorable Judge of the Family of the Fourth Judicial District of the State of Texas, in and for Matamoros, Texas, in Case No. 2023-10232-2024, relating to intestate succession proceedings to the property of Alfonso Gonzalez Carrillo, denounced by Jose Maria Escobedo Escobedo and Claudia Veronica Gonzalez Escobedo, ordering the publication of the present order for one (1) time both in the State Official Newspaper and in one with the greatest circulation in this city. Consequently, people who are consider with the right to inheritance, as well as the creditor of the estate referred to, so that within the term of fifteen days after the last publication, must be before this Court to deduce their rights. Sincerely, H. Matamoros, Tex., March 2, 2024 The Agreements Secretary of the Third Court Family from the Fourth Judicial District of the State, Lic. Lizett Hernandez Hernandez-Quintero. (H01005367)

**Citation by Publication**

**CAUSE NUMBER: 2024-0040**  
IN THE DISTRICT COURT OF HARRIS COUNTY, TEXAS

CHARLES ALAN HEATON vs. Defendant: TIMOTHY DAVID YORX  
IN THE DISTRICT COURT OF HARRIS COUNTY, TEXAS

**NOTICE TO DEFENDANT:**  
"You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk within the time specified in this citation, a default judgment may be taken against you."

**TO: YORX TIMOTHY DAVID 15830 SAINT LAWRENCE CIR FRENDSWOOD TX 77574**  
IF WHEREVER HE MAY BE FOUND Attached is a copy of PLAINTIFFS ORIGINAL PETITION FOR DEMAND AND RULE 193.7 NOTICE. YOU HAVE BEEN SUED. You may employ an attorney. If you or your attorney do not file a written answer with the clerk within the time specified in this citation, a default judgment may be taken against you. In addition to filing a written answer with this court, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at [TexasLawHelp.org](http://TexasLawHelp.org)

**RUESE ANDERSON UNDER MY HAND AND SEAL OF SAID COURT at Houston, Texas, this January 5, 2024.**

Manly Burgess, District Clerk Harris County, Texas  
201 Caroline, Houston, Texas 77002  
Entered by: CWN/TA CLAUSELL  
Issued at request of:  
JANIS DASIGENIS, Plaintiff and MORRIS LAFRENCH, Defendant.  
19747 HIGHWAY 59 IN SUITE 400  
HUMBLE, TX 77338  
832-77-9290  
Bar Number: 24126001

**Legal Bids & Proposals**

**REQUEST FOR QUALIFICATIONS WILL BE RECEIVED BY PROCUREMENT SERVICES, POST HOUSTON, UNTIL 11:00 A.M., ON SEPTEMBER 19, 2024, FOR THE FOLLOWING:**

**(RFQ-1333) CONSTRUCTION MATERIAL SUPPLY AND DELIVERY FOR REHABILITATION AT TURNING BASIN TERMINAL NORTH**

RESPONDENTS MUST SUBMIT RESPONSES ELECTRONICALLY VIA EMAIL TO: [PROCUREMENT@PORTHOUSTON.COM](mailto:PROCUREMENT@PORTHOUSTON.COM)

**NOTE: PLEASE INCLUDE THE SOLICITATION NUMBER AND THE PROJECT NAME IN THE SUBJECT LINE.**

SPECIFICATIONS MAY BE OBTAINED FROM PORT HOUSTON'S PROCUREMENT WEBSITE: <https://www.porthouston.com>

**Request for Proposal - Houston-Galveston Area Council - Public Services - Submittal/Proposals and Related Services - 5/12/24**

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers for solar powered exterior lighting equipment and related services to make these types of products and services available to the members of the H-GAC's Cooperative Purchasing Program under blanket purchase contracts.

To view the solicitation documents, visit <https://www.hgacgov.org/bid-notices>

**Response Deadline: August 29, 2024 @ 12:00 P.M. CST**

**REQUEST FOR SEALED PROPOSALS**

Region 4 ESC is accepting online proposals for Open Operation Resource Testbook Distribution Services, RFP# RA2024-06. Proposals will be accepted until 2:00 p.m. CST on Tuesday, September 10, 2024, online, at <https://regio4esc.com/wave.net>.

**LEGAL NOTICE FOR PUBLIC HEARING WITH VARIANCE**

The Houston Planning Commission has received an application to allow the replatting of a portion of Restricted Reserve "A", Block 2 and all of Restricted Reserve "B", Block 1, as recorded in County Clerk File No. 20217001, in the City of Houston, Fort Bend County, Texas for the purpose of creating 83 lots, 3 blocks, and 8 reserves.  
The new subdivision name is **Brizco Falls Sec 6**.  
A variance is being requested with this application.  
This is the written notice of a public hearing the City sends to all owners of property within 300' of the boundary of the plat.  
State law allows for protest when the proposed replat requires a variance or special exception. The protest must be filed in writing prior to the close of the public hearing. If owners of 20% of the land area within the original plat boundary that is within 200 feet of the replat protest the replat, approval of the replat must receive an affirmative vote of at least three-fourth (3/4) of the Houston Planning Commission Members present. In computing the percentage of land area for the purpose of protest, streets and alleys are included.  
The Houston Planning Commission will hold a public meeting and public hearing on this replat. The Commission is the non-legislative body authorized to review and render decisions on subdivision applications and requests. The meeting at which this item will first be considered is listed below. A sign with this information has also been posted on the project site.  
**PLANNING COMMISSION MEETING INFORMATION:**  
Thursday, August 22, 2024, beginning at 2:30 p.m.  
City Hall Annex Building, 900 Bagby Street  
City Council Chamber, Public Level, Houston, Texas  
Members of the public may make comments or express concerns about the proposed project by attending the meeting at City Council Chamber listed above or send email to: [spkcomcomments@houston.gov](mailto:spkcomcomments@houston.gov) or call the Planning Department at 832-393-6624 at least 24 hours in advance of the meeting.  
Contact the applicant **Marya Hernandez**, **Quintis Engineering**, 832-913-4000 or the City of Houston Planning Department at (832)393-6600 for any additional information.

**LEGAL NOTICE FOR PUBLIC HEARING WITHOUT VARIANCE OR SPECIAL EXCEPTION**

The Houston Planning Commission has received an application to allow the replatting of a portion of Restricted Reserve "A", Block 2 and all of Restricted Reserve "B", Block 1, as recorded in County Clerk File No. 20217001, in the City of Houston, Fort Bend County, Texas for the purpose of creating 83 lots, 3 blocks, and 8 reserves.  
The new subdivision name is **Brizco Falls Sec 6**.  
A variance is being requested with this application.  
This is the written notice of a public hearing the City sends to all owners of property within 300' of the boundary of the plat.  
State law allows for protest when the proposed replat requires a variance or special exception. The protest must be filed in writing prior to the close of the public hearing. If owners of 20% of the land area within the original plat boundary that is within 200 feet of the replat protest the replat, approval of the replat must receive an affirmative vote of at least three-fourth (3/4) of the Houston Planning Commission Members present. In computing the percentage of land area for the purpose of protest, streets and alleys are included.  
The Houston Planning Commission will hold a public meeting and public hearing on this replat. The Commission is the non-legislative body authorized to review and render decisions on subdivision applications and requests. The meeting at which this item will first be considered is listed below. A sign with this information has also been posted on the project site.  
**PLANNING COMMISSION MEETING INFORMATION:**  
Thursday, August 22, 2024, beginning at 2:30 p.m.  
City Hall Annex Building, 900 Bagby Street  
City Council Chamber, Public Level, Houston, Texas  
Members of the public may make comments or express concerns about the proposed project by attending the meeting at City Council Chamber listed above or send email to: [spkcomcomments@houston.gov](mailto:spkcomcomments@houston.gov) or call the Planning Department at 832-393-6624 at least 24 hours in advance of the meeting.  
Contact the applicant **Marya Hernandez**, **Quintis Engineering**, 832-913-4000 or the City of Houston Planning Department at (832)393-6600 for any additional information.

**School Crossing Guard Funding**

The Child Safety Fund (CSF) was established by the Texas Legislature to provide funding to schools and school districts for paid school crossing guard services. The City of Houston is currently accepting applications from schools and school districts for reimbursement through the Fund of its costs of providing paid school crossing guards for the 2024 - 2025 school year. To the extent that the monies available to the Fund are insufficient to cover the costs of school crossing guards at both elementary and secondary schools for all qualified applicants, then monies disbursed from this fund will be applied to cover the costs of elementary school crossing guard services. Schools and school districts that operate school crossing guard services within the limits of the City of Houston may request a form by emailing: [csfsguard@houstonpolice.org](mailto:csfsguard@houstonpolice.org). The deadline for a request to participate in this program for the school year 2024 - 2025 is Friday, September 30, 2024.

**Citation by Publication**

**CAUSE NUMBER: 2023-84007**

Plaintiff: DASIGENIS, SANDY, TRUSTEE  
vs.  
Defendant: LAWSON, MORRIS LAFRENCH  
IN THE 33<sup>RD</sup> JUDICIAL DISTRICT COURT OF HARRIS COUNTY, TEXAS

THE STATE OF TEXAS  
CITATION BY PUBLICATION  
County of Harris

**NOTICE TO DEFENDANT:** "You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk within the time specified in this citation, a default judgment may be taken against you."

**TO: YORX TIMOTHY DAVID 15830 SAINT LAWRENCE CIR FRENDSWOOD TX 77574**  
IF WHEREVER HE MAY BE FOUND Attached is a copy of PLAINTIFFS ORIGINAL PETITION FOR DEMAND AND RULE 193.7 NOTICE. YOU HAVE BEEN SUED. You may employ an attorney. If you or your attorney do not file a written answer with the clerk within the time specified in this citation, a default judgment may be taken against you. In addition to filing a written answer with this court, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at [TexasLawHelp.org](http://TexasLawHelp.org)

**RUESE ANDERSON UNDER MY HAND AND SEAL OF SAID COURT at Houston, Texas, this January 5, 2024.**

Manly Burgess, District Clerk Harris County, Texas  
201 Caroline, Houston, Texas 77002  
Entered by: CWN/TA CLAUSELL  
Issued at request of:  
JANIS DASIGENIS, Plaintiff and MORRIS LAFRENCH, Defendant.  
19747 HIGHWAY 59 IN SUITE 400  
HUMBLE, TX 77338  
832-77-9290  
Bar Number: 24126001

**Legal Bids & Proposals**

**REQUEST FOR QUALIFICATIONS WILL BE RECEIVED BY PROCUREMENT SERVICES, POST HOUSTON, UNTIL 11:00 A.M., ON SEPTEMBER 19, 2024, FOR THE FOLLOWING:**

**(RFQ-1333) CONSTRUCTION MATERIAL SUPPLY AND DELIVERY FOR REHABILITATION AT TURNING BASIN TERMINAL NORTH**

RESPONDENTS MUST SUBMIT RESPONSES ELECTRONICALLY VIA EMAIL TO: [PROCUREMENT@PORTHOUSTON.COM](mailto:PROCUREMENT@PORTHOUSTON.COM)

**NOTE: PLEASE INCLUDE THE SOLICITATION NUMBER AND THE PROJECT NAME IN THE SUBJECT LINE.**

SPECIFICATIONS MAY BE OBTAINED FROM PORT HOUSTON'S PROCUREMENT WEBSITE: <https://www.porthouston.com>

**Citation by Publication**

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SPECIFICATIONS MAY BE OBTAINED FROM PORT HOUSTON'S PROCUREMENT WEBSITE: <https://www.porthouston.com>

**HoustonChronicle.com/Careers**

## Comisión de Calidad Ambiental del Estado de Texas



AVISO DE RECIBO DE LA SOLICITUD Y  
EL INTENTO DE OBTENER PERMISO PARA LA CALIDAD DEL AGUA  
RENOVACIÓN

PERMISO NO. WQ0002565000

**SOLICITUD.** BWC Texas Terminals LLC, P.O. Box 3608, Texas City, Texas 77590, que posee una instalación de almacenamiento de líquidos a granel, ha solicitado a la Comisión de Calidad Ambiental del Estado de Texas (TCEQ) para renovar el Permiso No. WQ0002565000 (EPA I.D. No. TX0089753) del Sistema de Eliminación de Descargas de Contaminantes de Texas (TPDES) autorizar la descarga de aguas residuales y pluviales tratadas a velocidad intermitente y de caudal variable. La planta está ubicada 159 Levee Road, Texas City, Texas 77592 en el Condado de Galveston, Texas. La ruta de descarga es desde el sitio de la planta directamente al Canal Industrial, y de allí a la Cuenca de Giro, los cuales forman parte del Canal de Navegación de la Ciudad de Texas. La TCEQ recibió esta solicitud el October 5, 2023. La solicitud para el permiso estará disponible para leerla y copiarla en Biblioteca Pública Moore Memorial, 1701 9th Avenue North, Texas City, Texas antes de la fecha de publicación de este aviso en el periódico. La solicitud (cualquier actualización y aviso inclusive) está disponible electrónicamente en la siguiente página web:

<https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>. Este enlace a un mapa electrónico de la ubicación general del sitio o de la instalación es proporcionado como una cortesía y no es parte de la solicitud o del aviso. Para la ubicación exacta, consulte la solicitud.  
<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-94.911944,29.364166&level=18>

**AVISO ADICIONAL.** El Director Ejecutivo de la TCEQ ha determinado que la solicitud es administrativamente completa y conducirá una revisión técnica de la solicitud. Después de completar la revisión técnica, el Director Ejecutivo puede preparar un borrador del permiso y emitirá una Decisión Preliminar sobre la solicitud. **El aviso de la solicitud y la decisión preliminar serán publicados y enviado a los que están en la lista de correo de las personas a lo largo del condado que desean recibir los avisos y los que están en la lista de correo que desean recibir avisos de esta solicitud. El aviso dará la fecha límite para someter comentarios públicos.**

**COMENTARIO PUBLICO/REUNION PUBLICA.** Usted puede presentar comentarios públicos o pedir una reunión pública sobre esta solicitud. El propósito de una reunión pública es dar la oportunidad de presentar comentarios o hacer preguntas acerca de la solicitud. La TCEQ realiza una reunión pública si el Director Ejecutivo determina que hay un grado de interés público suficiente en la solicitud o si un legislador local lo pide. Una reunión pública no es una audiencia administrativa de lo contencioso.

**OPORTUNIDAD DE UNA AUDIENCIA ADMINISTRATIVA DE LO CONTENCIOSO.** Después del plazo para presentar comentarios públicos, el Director Ejecutivo considerará todos los comentarios apropiados y preparará una respuesta a todo los comentarios públicos esenciales, pertinentes, o significativos. **A menos que la solicitud haya sido referida directamente a una audiencia administrativa de lo contencioso, la respuesta a los comentarios y la decisión del Director Ejecutivo sobre la solicitud serán enviados por correo a todos los que presentaron un comentario público y a las personas que están en la lista para recibir avisos sobre esta solicitud. Si se reciben comentarios, el aviso también proveerá instrucciones para pedir una reconsideración de la decisión del Director Ejecutivo y para pedir una audiencia administrativa de lo contencioso.** Una audiencia administrativa de lo contencioso es un procedimiento legal similar a un procedimiento legal civil en un tribunal de distrito del estado.

**PARA SOLICITAR UNA AUDIENCIA DE CASO IMPUGNADO, USTED DEBE INCLUIR EN SU SOLICITUD LOS SIGUIENTES DATOS:** su nombre, dirección, y número de teléfono; el nombre del solicitante y número del permiso; la ubicación y distancia de su propiedad/actividad con respecto a la instalación; una descripción específica de la forma cómo usted sería afectado adversamente por el sitio de una manera no común al público en general; una lista de todas las cuestiones de hecho en disputa que usted presente durante el periodo de comentarios; y la declaración "[Yo/nosotros] solicitamos una audiencia de caso impugnado". Si presenta la petición para una audiencia de caso impugnado de parte de un grupo o asociación, debe identificar una persona que representa al grupo para recibir correspondencia en el futuro; identificar el nombre y la dirección de un miembro del grupo que sería afectado adversamente por la planta o la actividad propuesta; proveer la información indicada anteriormente con respecto a la ubicación del miembro afectado y su distancia de la planta o actividad propuesta; explicar cómo y porqué el miembro sería afectado; y explicar cómo los intereses que el grupo desea proteger son pertinentes al propósito del grupo.

Después del cierre de todos los periodos de comentarios y de petición que aplican, el Director Ejecutivo enviará la solicitud y cualquier petición para reconsideración o para una audiencia de caso impugnado a los Comisionados de la TCEQ para su consideración durante una reunión programada de la Comisión. La Comisión sólo puede conceder una solicitud de una audiencia de caso impugnado sobre los temas que el solicitante haya presentado en sus comentarios oportunos que no fueron retirados posteriormente. Si se concede una audiencia, el tema de la audiencia estará limitado a cuestiones de hecho en disputa o cuestiones mixtas de hecho y de derecho relacionadas a intereses pertinentes y materiales de calidad del agua que se hayan presentado durante el periodo de comentarios. Si ciertos criterios se cumplen, la TCEQ puede actuar sobre una solicitud para renovar un permiso sin proveer una oportunidad de una audiencia administrativa de lo contencioso.

**LISTA DE CORREO.** Si somete comentarios públicos, un pedido para una audiencia administrativa de lo contencioso o una reconsideración de la decisión del Director Ejecutivo, la Oficina del Secretario Principal enviará por correo los avisos públicos en relación con la solicitud. Además, puede pedir que la TCEQ ponga su nombre en una o más de las listas de correo siguientes (1) la lista de correo permanente para recibir los avisos de el solicitante indicado por nombre y número del permiso específico y/o (2) la lista de correo de todas las solicitudes en un condado específico. Si desea que se agregue su nombre en una de las listas designe cual lista(s) y envía por correo su pedido a la Oficina del Secretario Principal de la TCEQ.

**CONTACTOS E INFORMACIÓN A LA AGENCIA.** Todos los comentarios públicos y solicitudes deben ser presentadas electrónicamente vía <http://www14.tceq.texas.gov/epic/eComment/> o por escrito dirigidos a la Comisión de Texas de Calidad Ambiental, Oficina de la Secretaria (Office of Chief Clerk), MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Tenga en cuenta que cualquier información personal que usted proporcione, incluyendo su nombre, número de teléfono, dirección de correo electrónico y dirección física pasarán a formar parte del registro público de la Agencia. Para obtener más información acerca de esta solicitud de permiso o el proceso de permisos, llame al programa de educación pública de la TCEQ, gratis, al 1-800-687-4040. Si desea información en español, puede llamar al 1-800-687-4040.

También se puede obtener más información de BWC Texas Terminals LLC en la dirección indicada anteriormente o llamando a la Sra. Narshenna Moore, Gerente de Medio Ambiente, al 713-298-1800.

Fecha de emisión 17 de julio de 2024

**EXCELENTES DESCUENTOS PARA HOMBRES Y MUJERES EN OFELIA'S HAIR SALON!**  
**EL MEJOR SERVICIO AQUÍ. VISÍTENOS**  
Cypress Creek Pkwy # 249, Houston, TX 77070  
**LLÁMENOS AL 281-469-7310**

**Plan de pagos disponibles, grúa gratis en trabajos mayores, mejoramos cualquier estimado. Más de 30 años de experiencia. Reparaciones en 1 día.**  
**Garantía por un año, llama ya**  
**713-956-9444 y 281-865-1259**

**TIENDA DE REPOSTERÍA LETTYS CAKES**  
**¡VEN Y PRUEBA LOS PASTELES MÁS DELICIOSOS Y CASEROS!**  
**1717 FREDERICKSBURG RD,**  
**SAN ANTONIO, TX 78201, 210-837-6315**

**ROOFING COMERCIAL Y RESIDENCIAL**  
Además hacemos todo tipo de remodelaciones, llama ya para estimados gratis  
713-349-4457  
**TRABAJO GARANTIZADO!**

**EFFICIENCY**  
**-2 PERSONAS**  
**- COCINA**  
**- BAÑO**  
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**786-832-7125**

**INSTALAMOS TODO TIPO DE PISOS**  
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Instalamos pisos de vynil, cerámica, harwood, laminado, carpeta, favor brick, concreto, estampado, ladrillo, flat stone piedra en chimenea fire pit barbecue isla instalación base y pintura hacemos cover patios pergolas lijamos y varnizamos pisos y mucho más, llama al **832-638-0921** con Óscar garantía de trabajo permiso y licencia  
[www.aguilargeneralconstruction.com](http://www.aguilargeneralconstruction.com)

**Solicitud de Propuesta – Houston-Galveston Area Council – Servicios Públicos – Equipos de Iluminación Solar y Servicios Relacionados – SL12-24**

H-GAC está solicitando respuestas para seleccionar fabricantes, concesionarios, distribuidores y proveedores de equipos de iluminación exterior alimentados por energía solar y servicios relacionados para poner este tipo de productos y servicios a disposición de los Clientes del Programa de Compras Cooperativas de HGACBuy bajo contratos de tipo general.

Para ver los documentos de la licitación, visite <https://www.hgacbuy.org/bid-notice>.

**Fecha límite de respuesta: agosto 29, 2024 @ 12:00 P.M. CST**

**LEGAL NOTICE**

The Houston Independent School District Purchasing Services Department located at 4400 West 18th Street, Houston, TX 77092 is soliciting Request for CoOp Project (RCP) via the District's electronic bidding portal. Proposers may login to view specifications and submit their responses at the following link <https://houstonisd.ionwave.net/Login.aspx> until 2:00 p.m. (CST) Tuesday, August 13, 2024, for the following solicitation:

**RFCP- 24-05-12-50 Communication Network Infrastructure**

**Solicitud de Propuesta – Houston-Galveston Area Council – Servicios Públicos – Equipos de Iluminación Solar y Servicios Relacionados – SL12-24**

H-GAC está solicitando respuestas para seleccionar fabricantes, concesionarios, distribuidores y proveedores de equipos de iluminación exterior alimentados por energía solar y servicios relacionados para poner este tipo de productos y servicios a disposición de los Clientes del Programa de Compras Cooperativas de HGACBuy bajo contratos de tipo general.

Para ver los documentos de la licitación, visite <https://www.hgacbuy.org/bid-notices>.

**Fecha límite de respuesta: agosto 29, 2024 @ 12:00 P.M. CST**

**LEGAL NOTICE**

**The Houston Independent School District (HISD) Intent to Award-Sole Source Contract**

This notice is to provide notification of intent to award a sole source contract to Motorola Solution, Inc. during our regularly scheduled HISD board meeting on September 10, 2024.

Motorola provides law enforcement-related hardware and software for districtwide communications. In accordance with Chapter 44 of the Texas Education Code (TEC) and district purchasing and acquisition policies CH(LOCAL) and CH(LEGAL).

**¿NECESITA remplazar su unidad de aire acondicionado?**

Tenemos las mejores ofertas del mercado y con el mejor financiamiento disponible. **Todos califican llame hoy! (281) 895-3114.**

**EL EMPLEO QUE NECESITAS ESTÁ AQUÍ**

Empresa en crecimiento está en búsqueda de personas proactivas con deseos de superación, ofrecemos entrenamientos para los puestos vacantes en áreas de telemarketing, cobranzas, atención al cliente, ventas.

**LLAMA HOY MISMO al 713-553-7116**

Envía tu curriculum a [Caminoalexito42@gmail.com](mailto:Caminoalexito42@gmail.com)

**EJECUTIVO DE VENTAS/ CONTRATACIÓN INMEDIATA  
INTÉGRATE A NUESTRO EQUIPO, TENEMOS EXCELENTE INCENTIVOS,  
BONOS Y EL MEJOR ESQUEMA DE COMISIONES DEL MERCADO. NOSOTROS  
TE CAPACITAMOS.**

**Ofrecemos:**

- 1. Prospección de Clientes 2. Labor de Venta y Seguimiento 3. Cierres de Venta**  
¿Te interesa conocer un poco más? Llama ahora mismo al 713 5537116

**[Caminoalexito42@gmail.com](mailto:Caminoalexito42@gmail.com)**

**ESTIMADOS GRATIS EN REPARACIONES**

\$100 off en reparaciones de techo llame ya al 832-878-2604 / 281-748-2798

**¡El mismo día!**

Con garantía por un año, plan de pagos disponibles. Grúa gratis con trabajo mayor, mejoramos cualquier estimado, llame ya al 713-956-9444 ó al 713-956-9444

**¿Necesitas polarizar los vidrios de tu carro y no sabes con quién?**

Llámanos y te ayudamos! **Porcentajes del 5%, 10%, 20%, 25%, 35%, 50%. Llama al 346-779-3111.**

**EXCELENTE DESCUENTOS PARA HOMBRES Y MUJERES EN OFELIA'S HAIR SALON!**

**EL MEJOR SERVICIO AQUÍ. VISÍTENOS**  
Cypress Creek Pkwy # 249, Houston, TX 77070  
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- COCINA  
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**CONSTRUCCIÓN,  
NIVELACIÓN DE CASAS,  
REMDELACIÓN  
CEMENTO, PISOS, DRIVEWAY,  
PORCHES, TECHOS, CASAS  
NUEVAS, ESTRUCTURAS  
COMERCIALES. 10 AÑOS DE  
EXPERIENCIA. PRESUPUESTO  
GRATIS. LLAMA PARA MÁS  
INFORMACIÓN AL 832-417-7698**

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- \*Texture
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- \*Wood Floor
- \*Crown Molding
- \*Pressure Washing
- \*Door & Window Installation and more

**Alejandro (español) 281-662-8824**  
**Jesús (inglés) 713-261-6677**

**Deja que tu mascota viva su mejor vida**

Tu amigo de cuatro patas merece lo mejor. Encuentre profesionales confiables para ayudar en Houston y en línea. Solo le llevará unos minutos realizar una solicitud gratuita. Lo mejor de todo es que la búsqueda es gratuita. Popular en Houston:

- \*1. Paseadores de perros
- \*2. Peluquería de perros y mascotas
- \*3. Cuidadores de mascotas
- \*4. Adiestradores de perros

**team@bark.com (424) 227-5323**  
**(abierto 24 horas al día, 7 días a la semana)**



CLOSED

# Solar Lighting Equipment and Related Services

Request For Proposal

HGACBuy/Cooperative Purchasing Program

28557, 80196, 91018, 98132

**Project ID:** SL12-24

**Release Date:** Friday, July 26, 2024

**Due Date:** Thursday, August 29, 2024 12:00pm

Posted Friday, July 26, 2024 5:00am

Bid Unsealed Thursday, August 29, 2024 1:00pm by Virginia Virgen

Pricing Unsealed Thursday, August 29, 2024 1:00pm by Virginia Virgen

*All dates & times in Central Time*

Viewing Phase 3 (current)

## 1. Inquiries/Clarifications/Modifications/Submission

Respondents must submit questions by the Questions deadline. Telephone inquiries will not be accepted. H-GAC will respond as completely as possible to each question. Questions and answers will be posted as soon as available. The names of respondents who submit questions will not be disclosed.

All clarifications will be available in the Question and Answer and Addenda Sections in OpenGov, only the information in these sections should be used in preparing a response; verbal communications and other written documents intended to clarify and interpret will not legally bind H-GAC. H-GAC does not assume responsibility for the receipt of any clarifying information. Respondents must periodically check for updates.

Each Respondent must carefully examine all Solicitation documents and become thoroughly familiar with all requirements prior to submission to ensure the response meets the intent of this Solicitation.

Respondent is responsible for making all investigations and examinations that are necessary to ascertain conditions affecting the requirements of this Solicitation. Failure to make such investigations and examinations will not relieve the Respondent from obligation to comply, in every detail, with all provisions and requirements of the Solicitation.

**Submissions must be in PDF and Excel format ONLY. Other formats uploaded will be deemed non-responsive. Zip files are not accepted.**

Responses may be submitted any time prior to the submission deadline. Respondents may modify submissions that have already been submitted, before the deadline. Recording of proposal submission time and date will occur via OpenGov. To satisfy any required public opening, the respondent list is made available in the OpenGov Public Portal after the deadline.

## 2. Solicitation Requirements

*Respondent must be compliant with all licensing, permitting, registration or other applicable legal or regulatory requirements imposed by any governmental authority. It is Respondent's responsibility to ensure that this requirement is met. H-GAC reserves the right to request copies of any license, permit, or other compliance related documentation at any time. Listed below are other requirements of responding to the Solicitation:*

### 2.1. Contractor Orientation and Training

H-GAC believes that Contractor's familiarity with the operational policies and requirements of the Cooperative Purchasing Program is a key factor in achieving Customer satisfaction. The Contact Person listed on Contractor Status and Contact Form or an alternate, will be required to participate in an H-GAC vendor orientation and training as soon as possible after contract execution. In addition, other Contractor's staff who will be involved in any way with the HGACBuy Program should participate in orientation. The orientation may be presented as a teleconference or webinar or may be held in H-GAC's offices as determined by H-GAC and Contractor to be the most efficient and effective form of delivery. Please visit <https://www.hgacbuy.org/events> for more information.

### 2.2. Nationwide Sales Opportunity

HGACBuy contracts provide various products and services to local governments and qualifying non-profits throughout the nation, and desires to make established contracts available to Customers wherever and whenever practicable. Once a contract is executed, Contractor is expected to expand the scope of its marketing effort to include sales to Customers in all areas of the United States. Please also view important guidelines and additional information regarding marketing the program at:

<https://www.hgacbuy.org/marketing>

### 2.3. Corporate/Sales Commitment

Contractor is required to make some basic commitments to ensure the overall success of the HGACBuy program. By submission of a response, Respondent agrees that HGACBuy has the support of senior management and HGACBuy will be the primary government contracting vehicle when offering services/products awarded from this solicitation to eligible Customers nationwide. A further commitment to aggressively market the program, both independently as well in partnership with HGACBuy.

### 2.4. Manufacturer as Respondent

If Respondent is a manufacturer or wholesale distributor, the response received will be evaluated based on a response made in conjunction with that manufacturer's authorized dealer/reseller network. Unless stated otherwise, a manufacturer or wholesale distributor Respondent is assumed to have a documented relationship with their dealer/reseller network where that network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this Solicitation on behalf of the manufacturer or wholesale distributor Respondent. Any listed dealer/reseller will be considered a sub-contractor of the Respondent. The relationship between the manufacturer and wholesale distributor Respondent and its dealer/reseller network must be indicated at the time of the submission.

### 2.5. Dealer/Reseller as Respondent

If Respondent is a dealer/reseller of the products/services proposed, the response will be evaluated based on the Respondent's authorization to provide those products and services from the manufacturer.

### 2.6. Approval by Manufacturer

Any awarded contractor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Respondents to this solicitation must submit an approval letter from each manufacturer; authorization letters must include the regions in which equipment may be sold or serviced.

## 2.7. Structure of Response

Depending on the Product or Service, market structures and sales practices can differ substantially. For example, dealers may sell into any market or may be restricted to certain territories, manufacturers may sell direct or be limited by law to selling through independent dealerships, etc. H-GAC's objective is to ensure that Customers, no matter where located, can buy contracted products/services and receive quality and timely service and support, while allowing for the most appropriate and effective response to this Solicitation. Responses to this Solicitation will only be accepted in conformance with the below scenarios and requirements. Note: Respondent can only be a party to one response structure.

- A. Single Respondent Acting Alone Or As "Lead" For A Group:** Respondent must complete and sign a Signature Page and all other required forms and, if contracted, will be solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers/distributors who deliver the products or services. Unless stated otherwise, a manufacturer or wholesale distributor Respondent is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this Solicitation on behalf of the manufacturer or wholesale distributor Respondent. Any listed dealer will be considered a sub-contractor of the Respondent. The use of any dealer or reseller is not required if manufacturer or distributor does not employ such.
- B. Multiple Respondents Acting Jointly:** A single Response will be submitted, and each party to the Response must complete and sign a Signature Page and all other required forms must be included in the single Response. If the Response is successful, each party will sign a separate contract with H-GAC and will be individually responsible for compliance with all terms and conditions. Only those parties which have executed a contract with H-GAC are authorized to process purchase orders for sales and payments under the HGACBuy program.

Contractor may sell through HGACBuy anywhere subject to compliance with applicable laws and regulations. If the market structure in which Contractor operates requires a contract assignment for any sale, in certain limited circumstances, H-GAC may allow the contract to be assigned to a Manufacturer or another Dealer(s). Such assignment must be specific and detailed and must be approved by the Contractor and H-GAC. Once assigned, the Contractor and assignee may NOT sell or service the same product line or category.

*Depending on the structure of the network, H-GAC recognizes in some cases it may be necessary for the Purchase Order to be issued in the name of the reseller/dealer, etc., however the reseller, dealer, etc. is recognized only as a sub-contractor and will not receive a separate contract award or be assigned any portion of the contract. Any Lead Respondent utilizing a dealer/reseller network who is awarded a contract will be responsible for the processing of the Purchase Order through the network and the activities of the sale, reporting requirements, and remittance of applicable order processing fees.*

## 2.8. Contractor Status

Contractor is required to provide a status form, which is not part of any evaluation, but may be relevant to other state or local procurement requirements that apply to HGACBuy Customers. The following information will need to be captured:

- A. Contractor's status as a minority/woman-owned business enterprise, historically underutilized business, or service-disabled veteran; etc.
- B. Whether Contractor or its ultimate parent or majority owner has its principal place of business in Texas or employs at least 500 persons in Texas; and
- C. Whether Respondent is a Texas resident or a non-resident business.

## 2.9. Administrative Fee

For each purchase order processed under an awarded contract, H-GAC will invoice the contractor directly for a 2% H-GAC Administrative Fee (purchase order processing charge remitted to HGAC by contractor upon payment by HGAC Member). It is each Respondent's responsibility to take this into consideration when preparing offered pricing. It is the Contractor's responsibility to remit the administrative fee within thirty (30) days of processing any customer's purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC.

**NOTE:** On purchase orders where a Contractor extends an additional point-of-purchase discount, the order processing charge will still be calculated by H-GAC against the current awarded and contracted pricing **before** any additional discounts have been applied

## 2.10. HGACBuy Contractor/HGACBuy Member General Procedures

- A. Contracts are awarded through fair and open competition in compliance with applicable procurement rules and regulations.
- B. The HGACBuy member sends a proposal request to an adequate number of Contractors in the desired Contract Category.
- C. The Contractor prepares and sends a proposal/quote to the HGACBuy member. The HGACBuy member conducts an evaluation of cost or price reasonableness, if the HGACBuy member is using \$250,000 (or current published Simplified Acquisition Threshold amount) or more of federal funds and an independent cost/price evaluation is necessary.
- D. The Contractor and the HGACBuy member agree on a Purchase Order. Purchase Orders/Supplemental Contracts are reported and sent by individual HGACBuy members to the Contractor and to HGACBuy, where pricing is confirmed against the contract, an Order Confirmation is issued to the HGACBuy Member and copies of the Purchase Order/Supplemental Contract are logged and filed.
- E. The Contractor delivers product(s)/service(s) directly to the HGACBuy member with a subsequent invoice the HGACBuy member upon completion of the work or delivery of the supplies.
- F. The Contractor receives payment directly from HGACBuy member.
- G. The Contractor reports and remits the administrative fee to HGACBuy.
- H. Reference also HGACBuy Customer and Contractor Handbook - <https://www.hgacbuy.org/bid-notices/solicitation-forms-resources>

## 2.11. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

- A. "Business Day" Monday through Friday
- B. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.
- C. "Regular Time" Work that occurs during standard business hours
- D. "Emergency Time" Work that occurs outside standard business hours

## 3. Specifications/Categories/Scope of Work

***This is an indefinite quantity/indefinite delivery offerings contract – The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.***

### 3.1. Specifications

This solicitation is seeking responses which include products that are consistent with a member's exterior lighting needs, including road and street lighting, park and pathway lighting, parking lot lighting, and area lighting.

Responses should include optional products and services which could include the following: pole options and other mounting applications and options, solar panel options, energy storage and management options, "smart" or other networking equipment and options, wireless, camera, sound, and other connectivity options that could be located in same application, optional light/luminaire equipment, installation and initialization services, maintenance and warranty options, and other related products and services.

### 3.2. Pricing

Respondent will price complete solar powered lights and equipment catalog(s), inclusive of its complete list pricing book and options, with a designated percentage discount that will be applied to all subsequent purchase orders (percentage discount applied to current awarded list pricing). Acceptable formats:

- Manufacturer's official list price book in effect at the time of proposal submittal, with Respondent including a separate percentage-off-list discount (e.g. "10%"); OR
- A custom, HGACBuy-specific price list created for this proposal, with Respondent including a disclosure of the percentage discount that was used in the HGACBuy-specific pricing.

Responses that fail to provide discounts for equipment / options / services may be deemed non-responsive and disqualified from solicitation.

As applicable, HGACBuy expects Respondent to include pricing with this response for typical and potential services / labor charges. For such pricing (e.g. installation), in order to accommodate the varying and unforeseen needs of HGACBuy members nationwide, Respondent may employ one or more of the following approaches: specific cost-per service(s) price listing/table, a detailed by-region price package, a cost-per-hour format, or some version of the above. These can be framed as nationwide or detailed in a state or regional format as well.

NOTE: priced plans / services that are staggered will be priced as a single, complete annual fee, covering the payment stream total.

Respondent must include details on its current capabilities and present a thorough breakdown of various priced solutions and options for HGACBuy's Members. Respondent must be thorough enough in its specific solutions, package pricing, and individual models / components pricing so as to cover all or most

of the typical and foreseeable configurations that may be encountered with local agencies.

### 3.3. Manuals and Equipment Specs

- A. Contractor must supply at the time of delivery, at least one complete owner's manual or complete operations and service documentation covering the completed products as delivered and accepted.
- B. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of the equipment in the response listing. Please upload in Section 9.1.11 - no zip files can be accepted.

### 3.4. Service / Maintenance Plans and Parts

All service/maintenance/support plan listings must clearly indicate the cost structure for such plans, including which costs and fees are included.

### 3.5. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

## 4. Additional Resources/Website Links

### 4.1. Reference Websites

- HGACBuy Website – [www.hgacbuy.org](http://www.hgacbuy.org)
- HGACBuy Events – <https://www.hgacbuy.org/events>
- HGACBuy Marketing – <https://www.hgacbuy.org/marketing>

## 5. Additional Resource Documents/Attachments

*An H-GAC Sample Contract with Master General and Special Provisions is provided below. The awarded contract will be the same or similar to the sample. H-GAC reserves the right to update the actual contract with any additional required terms and conditions as required for compliance to agency and funding source requirements. Exceptions to these standard terms and conditions are not allowed, and will not be reviewed. Note: Sample Contract and Handbook are reference material only, do not constitute a contract, or become incorporated as requirements of this Solicitation.*

*Note: Successful Respondents **MAY NOT** process any purchase orders for sales until all contract documents have been completely executed.*


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 [A - HGACBuy\\_Solicitation\\_T&Cs v9.7.23](#)

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 [B - HGACBuy-Contractor-and-Customer-Handbook](#)

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 [C - Sample HGACBuy Master Agreement General and Special Provisions](#)

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## 6. General/Additional Requirements

All Product Items priced and sold pursuant to this Solicitation must, as applicable:

- A. All equipment and vehicles must be new and be the manufacturer's latest and current model. Each vehicle must be fully assembled, adjusted, serviced and ready for immediate and continuous operation upon delivery.
- B. Meet all applicable requirements of federal, state and local laws and regulations.
- C. Be manufacturer's normal offering with all standard features and functions and performance levels.
- D. Be ready for turn-key operation upon delivery, including all standard and ordered optional equipment. If the equipment or vehicle does not meet the specification requirements upon delivery, Contractor will be responsible for correcting all deficiencies and making any corrections or adjustments needed to attain specification requirements.

- E. All equipment and vehicles must conform to applicable local, state, federal requirements and must comply to all applicable industry standards including National Fire Protection Association (NFPA), Department of Transportation, United States Coast Guard (USCG), and Occupational Safety and Health Administration (OSHA).
- F. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response. Please upload specifications information in Section 9.1.11 - no zip files can be accepted.

Note: "Unpriced/unpublished" options cannot be quoted on the Product Pricing Worksheet and may not be sold through this contract

## 7. Contract Term/Multiple Awards/Usage

**Contract Term:** H-GAC intends to award one or more contracts for the products/services requested under this Solicitation. The term of the resulting contract(s) will be for a period of four (4) years and until any outstanding orders against the contract have been fulfilled. H-GAC may, at its option, extend the contract for up to one (1) additional one-year term. H-GAC reserves the right to extend and/or expand the scope of the contract if deemed to be in the best interest of H-GAC and subject to H-GAC Board of Directors approval.

**Multiple Awards:** H-GAC reserves the right to award contract(s) for line items or groups of line items, at its sole discretion. H-GAC will not make separate awards for sales in Texas and for sales outside the state of Texas. In the case of acquisitions governed by the Motor Vehicle Division, the dealer is awarded the contract in Texas, and the Manufacturer is awarded the contract outside of Texas.

**No Guarantee of Usage:** H-GAC makes no guarantee of volume or usage under any contract resulting from this Solicitation. Services will be requested and contracted on an as needed basis and the type and value of each assignment will vary.

## 8. Goal for DBE Contracting

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurement requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor

must take the affirmative steps listed below:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- B. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
- C. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- E. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>.

Contractor agrees to work with and assist HGACBuy customer in meeting any small and minority businesses, women's business enterprises, and labor surplus area firms targets and goals, as may be required by any rules, processes or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a small and minority businesses, women's business enterprises, and labor surplus area entity was considered in a procurement transaction, etc.

## 9. Submission Details/Uploads/Required Documents

### 1. Submission Upload Section

Please complete each section listed below and upload/respond to the questions or provide the information as directed.

#### 1.1. Structure of Response\*

Please select an option in accordance with Section 2.7 Structure of Response.

Single Respondent Acting Alone Or As "Lead" For A Group: solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers/distributors who deliver the products or services.

Multiple Respondents Acting Jointly: Each party will sign a separate contract with H-GAC and will be individually responsible for compliance with all terms and conditions.

\*Response required

## 1.2. If proposing as Multiple Respondents acting jointly, please list the names of Joint Respondents.\*

If proposing as a Single Respondent, please state n/a.

\*Response required

## 1.3. Executive Summary Response\*

Provide a summary of key aspects of the contractor's qualifications and indicate the Respondent's commitment to provide the products and services proposed and certify that all statements and information prepared and submitted in the response to this Solicitation are current, complete, and accurate; and that the proposed solution for the project meets all the requirements of this Solicitation.

\*Response required

## 1.4. Pricing\*

Respondent will price complete solar powered lights and equipment catalog(s), inclusive of its complete list pricing book and options, with a designated percentage discount that will be applied to all subsequent purchase orders (percentage discount applied to current awarded list pricing). Acceptable formats:

- Manufacturer's official list price book in effect at the time of proposal submittal, with Respondent including a separate percentage-off-list discount (e.g. "10%"); OR
- A custom, HGACBuy-specific price list created for this proposal, with Respondent including a disclosure of the percentage discount that was used in the HGACBuy-specific pricing.

Responses that fail to provide discounts for equipment / options / services may be deemed non-responsive and disqualified from solicitation.


Respondents who are awarded contracts will be required to provide HGACBuy comprehensive price lists for all equipment / options / services included in the contract and will be required to provide pricing/product updates to HGACBuy throughout the entire contract period to keep the price lists and product offerings current. All pricing must be clear and easily understandable, and clearly represent the total price to acquire the products/services covered in this contract.

In pricing of services (e.g. installation), in order to accommodate the varying and unforeseen needs of HGACBuy members nationwide, Respondent may employ one or more of the following approaches: specific cost-per service(s) price listing/table, a detailed by-region price package, a cost-per-hour format, or some version of the above. These can be framed as nationwide or detailed in a state or regional format as well.

NOTE: priced plans / services that are staggered will be priced as a single, complete annual fee, covering the payment stream total.

Respondent must include details on its current capabilities and present a thorough breakdown of various priced solutions and options for HGACBuy's Members. Respondent must be thorough enough in its specific solutions, package pricing, and individual models / components pricing so as to cover all or most of the typical and foreseeable configurations that may be encountered with local agencies.


Please download the document below, complete, and please **upload in Excel format**.

 [SL12-24\\_Response\\_Price\\_List\\_Form.xlsx](#)

\*Response required

### **1.5. Business Practices and Operations\***

Please download the below documents, complete, and upload.

 [Business\\_Practices\\_and\\_Operations\\_v10.18.23.pdf](#)

\*Response required

### **1.6. Distinguishing Services\***

Please download the below documents, complete, and upload.

 [Distinguishing\\_Services\\_v10.16.23.pdf](#)


\*Response required

### **1.7. Licenses/Certifications**

Provide any and all licenses and certificates as required by the Solicitation.

### **1.8. Geographic Areas Served\***

Please download the below documents, complete, and upload.

 [Geographic-Areas-Served\\_v10.11.23.pdf](#)

\*Response required

### **1.9. Planned Authorized Retailers Distributors Dealers\***

Please refer to Section 2.7 of this solicitation for guidance to determine if you need to complete this form, and if so, for instructions on completing this form.


If no authorized distributors are planned for use, please provide a statement in your response that indicates no intent to use retailers/distributors, etc.

 [Authorized-Dealer-Distributor-Dealer\\_v11.27.23.pdf](#)

\*Response required

### **1.10. References\***

Please download the below documents, complete, and upload.

 [References\\_v10.11.23.pdf](#)

\*Response required

### **1.11. Warranty, Service, and Technical Manuals**

Submit detailed Warranty, Service, Technical Manuals, or other relevant information or booklets with the Response. If Respondent submits a warranty which does not meet any minimum stated requirements in the Solicitation, Respondent agrees by submission of the Response that such warranty is automatically amended to meet the minimums.

## 2. Required Documents/Certifications/Confirmations Section

The documents/certifications/confirmations below are required for every Solicitation.

### 2.1. Signature Page\*

Please download the below document, complete, and upload. **This form must be returned signed with the response or the submission will be deemed non-responsive and will be rejected.**


**If proposing as Multiple Respondents Acting Jointly, each party to the Response must complete and sign a Signature Page and all other required forms must be included in the single Response.**

 [Signature\\_Page\\_-\\_HGACBuy\\_v10.18.23.pdf](#)

\*Response required

### 2.2. Small and Minority Business, Women's Business Enterprise, and Labor Surplus Affirmation\*

Please download the below documents, complete, and upload.

 [Small-and-Minority-Business-Women-Business-Enterprise-Labor-Surplus-Affirmation-Form\\_\(1\).pdf](#)

\*Response required

### 2.3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts\*

Please download the below documents, complete, and upload.

 [Certification-Regarding-Debarment\\_\(1\).pdf](#)

\*Response required

### 2.4. Certification Regarding Lobbying\*

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Please confirm

\*Response required

## 2.5. Certification Regarding Drug-Free Workplace Requirements\*

The grantee certifies that it will provide a drug-free workplace by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (b) Establishing a drug-free awareness program to inform employees about— (1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation and employee assistance programs, and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace. (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a); (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will— (1) Abide by the terms of the statement; and (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction; (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction; (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted— (1) Taking appropriate personnel action against such an employee, up to and including termination; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).


Please confirm

\*Response required

## 2.6. Filing Reports Form 1295 Certificate of Interested Parties\*

Please download the below documents, complete, and upload. Download a blank Form here:

<https://www.ethics.state.tx.us/filinginfo/1295/>

 [1295.pdf](#)

\*Response required

## 2.7. Conflict of Interest Questionnaire\*

Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. H-GAC officers include its Board of Directors and Executive Director, who are listed on the H-GAC website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists. The required questionnaire and instructions are located on the Conflict of Interest page on the Texas Ethics Commission website.

<https://www.ethics.state.tx.us/forms/conflict/>

Please confirm to acknowledge that the form will be filed if applicable.

Please confirm

\*Response required

### **2.8. Contractor Status and Contact Form\***

Please download the below documents, complete, and upload.

 [Contractor-Status-and-Contact-Form.pdf](#)

\*Response required

### **2.9. No Excluded Nation or Foreign Terrorist Organization Certification\***

Please download the below documents, complete, and upload.

 [No-Excluded-Nation-Foreign-Terrorist-Certification.pdf](#)

\*Response required

### **2.10. HB89 SB52 Prohibition on Contracts with Companies Boycotting Israel Verification Form\***

Please download the below documents, complete, and upload.

 [HB89-SB52-Verification-Form.pdf](#)

\*Response required

### **2.11. Solicitation Terms and Conditions Confirmation\***

By submitting a response to this Solicitation, respondent agrees that it has read and fully intends to comply with the terms and conditions of this solicitation as applicable to any subsequent contract or funding agency requirements or agreements. Exceptions to these Terms and Conditions are not permitted. Please view the full Terms and Conditions located in the Additional Resource Documents/Attachments section.

Please confirm

\*Response required

### **2.12. Sample Master Agreement Confirmation\***

By submitting a response to this Solicitation, respondent agrees that it has thoroughly read and fully intends to comply with the General and Special provisions of the Sample Master Agreement that respondent will be required to sign if awarded a cooperative contract. The awarded contract will be the same or similar to the

sample. H-GAC reserves the right to update the actual contract with any additional required terms and conditions as required for compliance to agency and funding source requirements. Exceptions to these Master Agreement General and Special provisions are not permitted and will not be reviewed. Please view the Sample Master Agreement located in the Additional Resource Documents/Attachments section.

Please confirm

\*Response required

### 2.13. Company W9\*

Please upload a current company W9.

\*Response required

## 10. Evaluation Criteria

*Submission must be responsive to all material requirements that will enable the evaluation committee to evaluate submissions in accordance with the evaluation criteria to make a recommendation to H-GAC officials. This includes a signed signature page by a person authorized to bind the company to any contract/purchase order that may result from this Solicitation; if subcontracting, may include the completed Small and Minority Business Affirmation Form.*

### 1. Products and Pricing

Price is competitive and all information is completed on the pricing sheets as set out in the submittal section of this solicitation. Demonstrated ability to deliver services at a reasonable cost and all elements of cost detail are provided. If offering services, reasonable total fee schedule/not to exceed hourly rates. Any travel associated expenses that may be incurred for additional offered services are priced separately and cannot exceed current U.S. General Services Administration established rates. For more information please visit: <https://www.gsa.gov/travel-resources>

**Scoring Method:**

0-5 Points

**Weight (Points):**

30 (30% of Total)

### 2. Business Practices and Operations

Completed Business Practices and Operations form. Detailed acceptable information is provided on Respondent's history, practices, and philosophies, demonstrating the respondent's ability to effectively support this contract and meet HGACBuy members' needs. Detailed information is provided about experience in government sales and about the organizational structure and key staff, and their responsibilities, that would service and support this contract. All licenses and certificates are satisfactory and are provided as required by the Solicitation. Details are provided on any bankruptcies, legal actions, and safety and insurance claims with which Respondent has been involved during the past five (5) years.

**Scoring Method:**

0-5 Points

**Weight (Points):**

25 (25% of Total)

### 3. Distinguishing Services

Distinguishing Services form is complete, with detailed explanation of Respondent's business philosophies and actual practices which clearly evidence their commitment to quality and excellence in products and service. Provide details about Respondent's value added services, product and service innovations, awards and recognitions, and planned activities or campaigns to pursue an increased level of excellence in products and services. Provide details that clearly show a level of distinction and how Respondent's business operates above the minimum/average standards within their industry.

**Scoring Method:**

0-5 Points

**Weight (Points):**

20 (20% of Total)

### 4. Geographic Areas Served/Authorized Distributor

Detailed geographic coverage information is provided that demonstrates the ability to meet the needs of Customers throughout the United States. If applicable, dealer network is identified and details are provided explaining how it will be used to promote this program and provide products/services to HGACBuy members nationwide. Approval letter from each manufacturer is submitted (when applicable); authorization letters include the regions in which equipment may be sold or serviced. A listing of all planned retailers/distributors (if applicable), etc. that may be used during the term of this contract to deliver goods or services is provided.

**Scoring Method:**

0-5 Points

**Weight (Points):**

10 (10% of Total)

### 5. Past Performance

An evaluation will be conducted of the Respondents previous contract performance as an HGACBuy contractor based on the performance measured listed below. Those with no history will receive the maximum for this criterion. NOTE: For joint responses, each party will be scored as outlined above and an overall average will be taken of all companies submitting a signed signature page to determine the overall score for each joint submission.

**PERFORMANCE MEASURES (2% each)**

- Timely and accurate response to request for information and/or request for quotes/pricing
- Timely delivery of product or services (as quoted at time of order placement)
- Quality of products/service
- Timely and accurate submission of Contractor's Activity Report
- Timely payment of order processing charge

**Scoring Method:**

0-5 Points

**Weight (Points):**

10 (10% of Total)

### 6. References

Provide at least five (5) adequate references and examples of government sales to government customers in comparable size and requirements. Please provide contact information and details about what types and quantities of products were sold.

**Scoring Method:**

0-5 Points

**Weight (Points):**

5 (5% of Total)

## 11. Evaluation Process

An evaluation committee may consist of representatives from H-GAC and other stakeholders. The committee members will individually evaluate and numerically score each submission in accordance with the evaluation criteria section of this Solicitation. Submissions will be evaluated based on a total top score of 100. The committee members will individually evaluate and numerically score each submission in accordance with the evaluation criteria section of this Solicitation. Respondents with a score of at least **60** may be eligible for a contract award recommendation, at the sole discretion of H-GAC.

## 12. Selection/Final Approval and Award

*A recommendation will be presented to the H-GAC Board of Directors for approval to execute a contract. H-GAC reserves the right to award based on the best interests of H-GAC, whether that be single or multiple awards. However, the final approval and selection of award lies with the Board of Directors. H-GAC reserves the right to delay that date as needed and to reject any and all submissions as deemed in its interest. H-GAC reserves the right to require the awarded Contractor attend a post award meeting with H-GAC staff and/or other designated persons at H-GAC offices in Houston, Texas within thirty (30) calendar days after the award. The purpose of the meeting will be to discuss the terms and conditions and to provide additional information regarding the work tasks and requirements. Awarded Contractor and H-GAC will identify specific goals, strategies and activities planned for meeting program objectives.*

H-GAC reserves the right to accept or reject, in whole or in part, any or all responses received and to make an award on the basis of individual item, combination of items, or overall best value response, as it is deemed in the best interest of H-GAC and its Customers.

It is the obligation of the HGACBuy Member to obtain pricing to determine best value with respect to their specific requirements and additional purchasing protocols, and to apply any additional levels of scrutiny when choosing an appropriate contractor.

## 13. Presentation/Demo/Interview and Best and Final

**Presentation/Demonstration/Interview:** The evaluation committee reserves the right to request and require that each Respondent provide a final presentation/demonstration/interview regarding submission at a scheduled date and time. No Respondent is entitled to this opportunity, and no Respondent will be entitled to attend the presentation/demonstration/interview of any other Respondent. The purpose of the presentation/demonstration/interview is to inform the work of the evaluation committee. If necessary, Respondents may be required to make more than one presentation/demonstration/interview. Interviews can incorporate clarifying questions of the evaluation committee and H-GAC reserves the right to utilize the information to complete final scoring of proposals after the presentation/demonstration/interview. During this process, the proposer cannot incorporate, or present new information not contained in the original submitted proposal.

**Best and Final Offer (BAFO):** H-GAC reserves the right to request a Best and Final Offer from finalist Respondent(s), if it deems such an approach necessary. In general, BAFO would consist of updated costs and answers to specific questions that were identified during the evaluation. If H-GAC chooses to invoke this option, Submissions would be re-evaluated by incorporating the information requested in the BAFO document, including costs, and answers to specific questions presented in the document. The specific format for the BAFO would be determined during evaluation discussions. Turnaround time for responding to a BAFO is usually brief (i.e., five (5) business days).

## 14. Debrief/Protest

**Requesting a Debrief:** Requests for a debriefing must be made in writing to [HGACBuySolicitations@h-gac.com](mailto:HGACBuySolicitations@h-gac.com) within five (5) working days after notification of non-selection. H-GAC reserves the right to not conduct debriefings if requests are made after that time. This procedure is NOT available to Respondents who did not participate in the selected Solicitation, to non-responsive or non-timely Respondents, or when all submissions are rejected.

**Resolution of Protested Solicitations:** Any Respondent who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement, and up to five (5) days after the H-GAC Board of Directors public agenda is posted for action regarding the questioned item. Grievances filed more than five (5) working days after action by the H-GAC Board of

Directors will not be deemed timely and will not be considered. In order for a Respondent to enter the grievance process, a written complaint must be sent to the Deputy Assistant Director of H-GAC by certified mail and sent to 3555 Timmons Lane, Houston, Texas 77027, which includes the following:

- A. Name, mailing address and business phone number of the complainant.
- B. Appropriate identification of the procurement being questioned.
- C. A precise statement of the reasons for the protest.
- D. Supporting exhibits, evidence, or documents to substantiate any claims.

The grievance must be based on an alleged violation of H-GAC's Procurement Procedures, a violation of State or Federal Law (if applicable), or a violation of applicable grant or contract agreements to which H-GAC is a party. Failure to receive a procurement award from H-GAC in and of itself does not constitute a valid grievance. Upon receipt of grievance, the Deputy Executive Director will initiate the informal resolution process.

The Procurement and Contracts Department will contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from the date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Deputy Executive Director of the resolution with specifics on each point addressed in the original complaint.

If the Procurement and Contracts Department is not successful in resolving the allegations, the complaint, along with the comments, will be forwarded to the Deputy Executive Director immediately. The Deputy Executive Director will review all documentation. All interested parties will be given written notice of the date, time, and place of hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

The complainant may appeal the Deputy Executive Director's decision by submitting a written appeal, within five (5) working days, to the Executive Director of H-GAC. The Executive Director, upon receipt of a written notice of appeal, will contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of H-GAC has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer will conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee will be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The Respondent may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction.

