

**NOTICE OF REGULAR MEETING  
GALVESTON COMMUNITY COLLEGE DISTRICT  
BOARD OF REGENTS**

In compliance with the Open Meetings Act, Texas Government Code, Section 551.041, notice is hereby given that a Regular Meeting of the Galveston Community College District Board of Regents will be held on **Wednesday, April 9, 2025**, at 5:30 PM in Room M-220 Galveston College, 4015 Avenue Q, Galveston, Texas 77550.

The Board of Regents will gather in Room M-202 for refreshments prior to the Regular Board Meeting. Although a quorum may be present, no action will be taken by the Board at that time.

**- AGENDA -**

<b>I. Call to Order Regular Meeting</b>	
II. Moment of Silence and Pledge of Allegiance	
III. Certification of Posting Notice of Regular Meeting	
IV. Recognition of Guests	
V. Consider Approval of Minutes from the Regular Meeting of March 19, 2025	3
<i>(Action Item)</i>	
VI. Citizens Desiring to Appear Before the Board on Agenda and Non-agenda Items	
<i>(Please complete a request card prior to the start of the meeting. The Board Chairperson may limit the time of appearance before the Board to three minutes.)</i>	
VII. Informative Reports:	
1. Student Success Story <i>(Dr. W. Myles Shelton)</i>	10
2. Monthly Financial Reports - March <i>(Mr. M. Jeff Engbrock)</i>	11
VIII. Consideration of Consent Agenda	38
<i>(The purpose of the consent agenda is to allow the Board to identify and approve action items which require no additional information or discussion and for which there is unanimous approval. Regents receive agenda materials in advance of the meeting to prepare for the business to be conducted.)</i>	
IX. Action Items:	
1. Consider Approval of Policies Committee Recommendation Regarding the Adoption of Proposed Revisions to Local Board Polices and Regulations	39
2. Consider Approval of Agreement Between The University of Texas Medical Branch at Galveston and Galveston College to Provide Student Health and Counseling Services for the 2025-26 Academic Year	41
3. Consider Ratifying Acceptance of Increase in U.S. Department of Education 2024-2025 Federal Grant Award - (Perkins) Career and Technical Education - Basic Grants	55
4. Consider Approval of Change Order to Existing Ferrilli Contract for Continuing Education Grant and Scholarship Packaging	57
5. Consider Approval of Contract for Disaster Restoration and Recovery Services	70
6. Consider Approval of Contract Extension for BibliU	100
7. Consider Acceptance of Faculty Retirement	102
X. Adjournment to Closed/Executive Session in Room M-202: The Board of Regents, as authorized by the Open Meetings Act, Texas Government Code, Chapter 551, reserves the right to enter into a closed/executive session under the following provision of the Act:	

Section 551.074 - To deliberate the appointment , employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

**XI. Reconvene Regular Meeting (Open Meeting) in Room M-220**

XII. Action Items: *(Continued)*

1. Consider Full-time Faculty Reappointments

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XIII. Special Reports and Comments:

1. Student Representative *(Ms. Alicia Fletcher)*
2. Faculty Representative *(Mr. Tyree Bearden)*
3. President *(Dr. W. Myles Shelton)*
4. Regents
5. Chairperson *(Ms. Karen F. Flowers)*

XIV. Adjournment

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The notice for this meeting was posted on The notice for this meeting was posted on April 4, 2025, in compliance with the Texas Open Meetings Act., in compliance with the Texas Open Meetings Act.

W. Myles Shelton, Ed.D., President

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF REGENTS  
GALVESTON COMMUNITY COLLEGE DISTRICT  
4015 Avenue Q  
Galveston, Texas 77550  
Room M-220 – Moody Hall  
March 19, 2025  
5:30 p.m.**

At the Regular Meeting of the Galveston Community College District Board of Regents, duly held on Wednesday, March 19, 2025 in Room M-220 of Moody Hall, commencing at 5:30 p.m., the following Regents were present:

Ms. Karen F. Flowers, Chairperson  
Mr. Fred D. Raschke, Vice Chairperson  
Mr. Michael B. Hughes, Secretary  
Mr. Garrik Addison  
Mr. Armin Cantini  
Dr. Norman Hoffman  
Mr. Raymond Lewis, Jr.  
Ms. Mary R. Longoria  
Ms. Carolyn L. Sunseri

Faculty and staff present included Dr. W. Myles Shelton, President, Dr. Carmen Allen, Ms. Veronica Atterberry, Mr. Tyree Bearden, Mr. Ed Chrako, Mr. Ron Crumedy, Ms. Shelly Downes, Mr. Jeff Engbrock, Ms. Angie Hoermann, Ms. Breanne Lorefice, Ms. Hong Mai, Dr. Cissy Matthews, Mr. Paul Mendoza, Dr. Van Patterson, Ms. Elvia Segura, and Dr. Mary Anna Thomas.

- I. CALL TO ORDER REGULAR MEETING:** Chair Flowers opened the Regular Meeting at 5:30 p.m. in Room M-220 of Moody Hall and determined a quorum was present.
- II. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE:** Ms. Flowers began with a moment of silence and asked Mr. Lewis to lead the Pledge of Allegiance.
- III. CERTIFICATION OF POSTING NOTICE OF REGULAR MEETING:** Dr. Shelton confirmed that the notice of the Regular Meeting had been properly posted on March 7, 2025.
- IV. RECOGNITION OF GUESTS:** There were no guests in attendance.
- V. CONSIDER APPROVAL OF MINUTES FROM THE REGULAR MEETING OF FEBRUARY 19, 2025, THE COMMITTEE OF THE WHOLE WORKSHOP OF**

**FEBRUARY 19, 2025, AND THE SPECIAL MEETING OF FEBRUARY 26, 2025:**  
A reading of the minutes was waived. Mr. Raschke moved to approve the minutes as published; Ms. Sunseri seconded. The motion passed unanimously.

**VI. CITIZENS DESIRING TO APPEAR BEFORE THE BOARD ON AGENDA AND NON-AGENDA ITEMS:** There were no citizens desiring to appear before the Board.

**VII. INFORMATIVE REPORTS:**

1. Student Success Story: Dr. Shelton introduced this agenda item and Dr. Allen who presented on Student Satisfaction and Priorities. The Ruffalo Noel Levitz Student Satisfaction Inventory was sent to students in fall of 2024. The inventory has 12 different scales that measure student satisfaction. Galveston College exceeded the benchmarks in all categories. Individual items are also analyzed and Galveston College showed improvement in 4 categories: This school does whatever it can to help me reach my educational goals, my academic advisor helps me set goals to work towards, financial aid counselors are helpful, and the amount of student parking space on campus is adequate. Student Satisfaction is summarized in 3 categories: Experience exceeded expectations, satisfaction with experience, and would do it again. Galveston College exceeded its national peers in all three categories. Takeaways include that perception is reality, our students are generally more satisfied with their experience than are others nationwide, and we need to celebrate our successes.
2. Monthly Financial Reports –February: Mr. M. Jeff Engbrock, Comptroller/CFO, presented the financial report for the month of February. With 50 percent of the year completed, income generated was \$26,218,014 or 86.4 percent of the fiscal year 2024-25 revenue budget compared to 85.6 percent this time last year. State funds for October are \$3,898,145, or 75.7 percent of the budget, based on the change in how state funds are now distributed. Tuition and fees were \$5,010,978 or 93.2 percent of the budget compared to 82.4 percent last year. Local taxes are \$16,433,151 or 89.2 percent of the budget compared to 91.4 percent last year. Local Revenue is \$875,741 or 63.3 percent of the budget, compared to 59.4 percent last year. He reported that total expenses are \$13,031,467, or 43 percent of the expenditure budget, compared to 43.5 percent last year. Mr. Engbrock gave a brief overview of Funds 71 and 72.

**VIII. CONSENT AGENDA:** Ms. Flowers proceeded with the Consent Agenda. Mr. Lewis moved to approve the Consent Agenda and Action Item No. 1, 5, 6, and 8; Ms. Longoria seconded. The motion passed unanimously. A copy of the Consent Agenda is attached as **Exhibit A**.

**IX. ACTION ITEMS:**

1. Consider Acceptance of Fiscal Year 2024-2025 Second Quarter Investment Report: The Board unanimously accepted the Fiscal Year 2024-2025 Second Quarter Investment Report. This item was passed in the Consent Agenda.
2. Review and Consider Board Policy CAK Local (Appropriations and Revenue Sources: Investments) and Resolution: Dr. Shelton presented this item to the Board. We review this policy annually, and confirm that with the adoption of a resolution. There were some housekeeping changes to clean up some misstated citations. Staff would recommend approval to the Board.

Mr. Raschke moved to approve Board Policy CAK Local (Appropriations and Revenue Sources: Investments) and the Resolution; Mr. Hughes seconded. The motion passed unanimously.

3. Consider Approval of Investment Firms: Dr. Shelton presented this item to the Board. These are the pools that we invest in, and they are consistent with the Public Fund's Investment Act. Staff would recommend these for adoption.

Ms. Sunseri moved to approve the investment firms; Ms. Longoria seconded. The motion passed unanimously.

4. Consider Acceptance of Audit Services Engagement Letter from Carr, Riggs & Ingram, LLC: Dr. Shelton presented this item to the Board. CRI has proposed an audit fee of \$68,500. This is 5 percent higher than last year. The \$10,000 additional program fee has only been paid once, when we accepted the HERF money. The last time that the College went out to bid for audit services was 2018. There is no time requirement for changing auditors or going out to bid. After consultation with the Board Officers this year, it was decided that the College will stay with CRI this year and plan to go out to bid next year.

Mr. Lewis moved to accept the Audit Services Engagement Letter from Carr, Riggs & Ingram, LLC; Mr. Addison seconded. The motion passed unanimously.

5. Consider Approval of Proposal to Purchase Hardware and Installation Services for Independent Controls in the Multi-function Rooms (HS-242 & HS-244) in the Health Sciences Education Center (HSEC): The Board unanimously approved the proposal to purchase hardware and installation services for the independent controls in the multi-function rooms (HS-242 & HS-244 in the Health Sciences Education Center (HSEC). This item was passed in the Consent Agenda.
6. Consider Approval of Proposal to Purchase Instructional Equipment for the Continuing Education Pipefitting Program from the TRUE Grant: The Board unanimously approved the proposal to purchase instructional equipment for the Continuing Education Pipefitting Program from the TRUE Grant. This item was passed in the Consent Agenda.

7. Consider Approval of Course Fees for Academic Year 2025-26, Effective April 1, 2025: Dr. Matthews presented this item to the Board. The Board was provided a spreadsheet of the recommended fee changes. Dr. Matthews gave an overview of the fee changes. Some discussion was had on what causes changes to fees. Dr. Matthews clarified that they are pass through fees. The College does not collect any profit for them. Further discussion was had on the nursing fees which are changing due to a change to a different company that will be providing the instructional materials.

Ms. Sunseri moved to approve the Course Fee for Academic Year 2025-26, effective April 1, 2025; Dr. Hoffman seconded. The motion passed unanimously.

8. Consider Ratifying Appointment of Full-time Instructor: The Board unanimously ratified the appointment of Tenora Charles, Nursing Instructor. This item was passed in the Consent Agenda.

## **X. SPECIAL REPORTS AND COMMENTS:**

1. Student Representative: Ms. Alicia Fletcher, SGA President, presented the SGA report. SGA updates included:
  - February 26th SGA helped with the Savor the Flavor event.
  - March 5<sup>th</sup> was Island Fest-lots of students attended. SGA helped to run the check-in table.
  - March 7<sup>th</sup> SGA attended the Texas Junior College Spring Region 5 Conference.
  - March 25<sup>th</sup> SGA will host E-sports Call of Duty
  - March 26<sup>th</sup> SGA will host Wheels 101 in partnership with BBS. University Credit Union is sponsoring the event. It will be held in M-220 and will focus on how to purchase a vehicle.
  - In April SGA is planning an Empowerment Event.
2. Faculty Representative: Mr. Tyree Bearden, Faculty Senate President, shared that James Love, Welding Instructor, took students to the Houston Rodeo where they won four different awards:
  1. BEST OF SHOW / Project Execution: Reserve Grand Champion
  2. Project Execution: 1<sup>st</sup> place
  3. Safety: 3<sup>rd</sup> Place
  4. Built to Specification: 3<sup>rd</sup> place

This was his first time being invited to and participating in the contest, so winning these awards in a field of so many groups across the state is a HUGE deal.

Mr. Bearden also introduced Ms. Shelly Downes who presented on building Chat GPT Bots. Ms. Downes created a tutor bot and demonstrated what it can do. The tutor is programmed so that it can only respond with information from the Stanford Encyclopedia of Philosophy, and will explain answers using pop culture references. She gave a brief demonstration on how the tutor bot works. The goal is to have students use Chat GPT in a moral way.

Some discussion was had on what faculty does to detect if AI is being used by students to write papers. Ms. Downes shared that the college does use a program, and that the teachers are also reading the papers and looking for clues, such as certain vocabulary that seems out of character. They are also going back to more in class writing.

2. President: Dr. Shelton reported that the Dates to Remember sheet is in the Board folders.

- April 1: Women in Industry conference
- April 23: Theater Department is presenting School House Rock
- April 8: President's Reception
- May 9: Employee Awards Reception
- May 13: Graduation at 6 p.m. and Nursing Pinning at 1 p.m.
- June 24: Tentative date for Board Budget Workshop and Retreat

Other updates included:

- The welding students did great at the Houston Rodeo.
- Baseball and Softball teams are doing great. Baseball is sitting 3<sup>rd</sup> in our region, and the softball team is sitting first in our region
- The salary study is in progress and we hope to give you some preliminary information in the coming weeks.
- The Legislature has lots happening. The appropriations bill and supplemental appropriations bill have been filed and the necessary budget is included in the base bill.
- There are 2 bills, one in the house and one in the senate, that are the HB 8 adjustments that will allow colleges to count students that transfer to private colleges. There is also an increased focus on return on investment and wage outcomes.
- There are a number of bills on undocumented students, taxes, purchasing, and using public funds for lobbying.
- SB 37 talks about governance and additional duties and training for Board Members, including annual course review that would have to be verified by the board to ensure that DEI ideologies are not being taught. There are faculty senate issues in this bill, and this bill would establish the Office of Excellence in Higher Education. It comes up for a hearing tomorrow and we will know more then.
- We have a chiller out on the campus. Previously, all of our chillers were replaced about the same time frame, so we anticipate that we may need to replace more than one chiller.

There was some discussion on the I-45 expansion. There is nothing new to report and there is no additional information available.

3. Regents: There were no Regent reports.
4. Chairperson: Ms. Flowers hopes everyone enjoyed their Spring Break. Thank you for all you do.

**XIII. ADJOURNMENT:** There being no further business to come before the Board, the Regular Meeting adjourned at 6:32 p.m.

APPROVED AS CORRECT:

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Michael B. Hughes, Secretary

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Karen F. Flowers, Chairperson

Consideration of Consent Agenda

The consent agenda format is an organization process for meetings that allows the governing board to focus its time and attention on action items that require more elaboration, information, and/or discussion. The intent of the consent agenda is to support efficiency and effectiveness of the meeting.

A roll call of individual action items will determine the consent agenda. If a Regent has a question or plans to cast a negative vote regarding a specific recommendation, then the Regent(s) need to acknowledge their intention to the Chairperson by show of hand during the roll call. This action item will be considered in the regular order of business as an individual action item.

Those action items that the Regents plan to approve without further question or discussion will be placed on the consent agenda during roll call of individual action items. Upon the creation of the consent agenda, a motion, a second to the motion, and unanimous approval of the Board of Regents is needed to approve the action items. Upon approval of the consent agenda, the Board of Regents will proceed with the remainder of the agenda.

Tally of  
Action Items:

	Consent <u>Agenda</u>	President Recommended <u>Separate Action</u>	Board Separate <u>Action</u>	Page #
#1 - Consider Acceptance of Fiscal Year 2024-2025 Second Quarter Investment Report	✓			46
#2 – Review and Consider Board Policy CAK Local (Appropriations and Revenue Sources: Investments) and Resolution			✓	50
#3 – Consider Approval of Investment Firms			✓	60
#4 – Consider Acceptance of Audit Services Engagement Letter from Carr, Riggs & Ingram, LLC			✓	61
#5 – Consider Approval of Proposal to Purchase Hardware and Installation Services for Independent Controls in the Multi-function Rooms (HS-242 & HS-244) in the Health Sciences Education Center (HSEC)	✓			74
#6 – Consider Approval of Proposal to Purchase Instructional Equipment for the Continuing Education Pipefitting Program from the TRUE Grant	✓			75
#7 – Consider Approval of Course Fees for Academic Year 2025-26, Effective April 1, 2025			✓	76
#8 – Consider Ratifying Appointment of Full-time Instructor	✓			83

Student Success Story

Dr. W. Myles Shelton, President, will present the Student Success Story for the month.

Monthly Financial Reports –March

Attached is the monthly financial report for January, representing encumbrances and pre-encumbrances through March 31, 2025. The report is as follows:

**Education and General Fund:**

- Revenue Summary Sheet
- Expenditure Summary Sheet
- Summary Revenue/Expenditure Report
- Detail Revenue/Expenditure Report by State Classification

**Auxiliary Fund (Bookstore, Snack Bar, Athletics):**

- Summary Revenue/Expenditure Report by State Classification

**Student Services / Student Activity Fund:**

- Summary Revenue/Expenditure Report by State Classification

**Construction Fund:**

- Summary Revenue/Expenditure Report

**Bond Fund:**

- Summary Revenue/Expenditure Report

# Operating Fund Revenue Summary Sheet

## April 2025 Meeting

As of March 31, 2025 (58% of Year)

Source	Budgeted 2024/2025	Year-to-Date		
		Received (\$) 2024/2025	Received (%) 2024/2025	Received (%) 2023/2024
State Funds	\$5,152,193	\$3,898,145	75.7%	75.0%
Tuition and Fees	\$5,377,122	\$5,046,150	93.8%	82.9%
Local Taxes	\$18,418,045	\$17,037,114	92.5%	93.5%
Local Revenues	\$1,382,700	\$1,044,139	75.5%	73.5%
<b>Total Revenue</b>	<b>\$30,330,060</b>	<b>\$27,025,547</b>	<b>89.1%</b>	<b>87.6%</b>

# Operating Fund Expenditure Summary Sheet

## April 2025 Meeting

As of March 31, 2025 (58% of Year)

Source	Budgeted 2024/2025	Year-to-Date		
		Expended (\$) 2024/2025	Expended (%) 2024/2025	Expended (%) 2023/2024
Instruction	\$9,673,781	\$4,923,030	50.9%	53.5%
Community Service	\$40,883	\$20,472	50.1%	134.6%
Academic Support	\$2,067,109	\$1,080,957	52.3%	58.0%
Student Services	\$2,874,218	\$1,510,421	52.6%	53.1%
Institutional Support	\$6,253,525	\$3,473,965	55.6%	56.0%
Staff Benefits	\$31,874	\$43,350	136.0%	167.5%
Operations/ Maintenance	\$4,006,762	\$2,299,921	57.4%	51.5%
Interfund Transfers (out)	\$5,381,908	\$1,672,122	31.1%	31.9%
<b>Total Expenditures</b>	<b>\$30,330,060</b>	<b>\$15,024,239</b>	<b>49.5%</b>	<b>50.3%</b>

GALVESTON COLLEGE

Fund 11 Education and General

	Current year	Current year	Current year	Current year	Current year	Current year	Current year
	Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Remaining	% Expended	% Expended
	2025	March	2025	2025	2025	2025	2025

March 31, 2025

**Revenue by State Classification**

State Funds	5,152,193	0	3,898,145	0	1,254,048	75.7%	75.7%
Tuition	3,152,434	32,733	3,213,878	0	(61,444)	101.9%	101.9%
Course Fees	3,020,960	4,786	2,935,204	0	85,756	97.2%	97.2%
Exemption\Waivers	(796,272)	(2,348)	(1,102,933)	0	306,661	138.5%	138.5%
Local Taxes	18,418,045	603,963	17,037,114	0	1,380,931	92.5%	92.5%
Local Revenue	1,374,300	167,274	1,028,765	0	345,535	74.9%	74.9%
Sales and Services	8,400	1,125	15,375	0	(6,975)	183.0%	183.0%
<b>Total Revenue</b>	<b>30,330,060</b>	<b>807,534</b>	<b>27,025,547</b>	<b>0</b>	<b>3,304,513</b>	<b>89.1%</b>	<b>89.1%</b>

**Expenditures by State Classification**

Instructions	9,668,531	738,962	4,923,030	53,290	4,692,211	50.9%	50.9%
Community Service	40,883	2,750	20,472	4,279	16,132	50.1%	50.1%
Academic Support	2,072,809	152,328	1,080,957	48,981	942,871	52.1%	52.1%
Student Services	2,873,218	203,428	1,510,421	250,443	1,112,354	52.6%	52.6%
Institutional Support	6,259,679	482,608	3,473,965	338,887	2,446,828	55.5%	55.5%
Operations And Maintenances	4,001,158	191,908	2,299,921	828,123	873,114	57.5%	57.5%
Staff Benefits	31,874	0	43,350	0	(11,476)	136.0%	136.0%
Inter-Fund Appropriation	5,381,908	220,787	1,672,122	0	3,709,786	31.1%	31.1%
<b>Expenditures Total</b>	<b>30,330,060</b>	<b>1,992,771</b>	<b>15,024,239</b>	<b>1,524,001</b>	<b>13,781,820</b>	<b>49.5%</b>	<b>49.5%</b>

**Expenditures by Type**

General Operating	3,831,335	112,702	1,929,170	349,960	1,552,206	50.4%	50.4%
Contracted Services	2,972,489	268,884	1,933,206	605,187	434,096	65.0%	65.0%
Travel	447,855	44,891	194,668	705	252,482	43.5%	43.5%
Equipment	168,880	10,192	63,864	26,400	78,616	37.8%	37.8%
Utilities	1,118,100	63,502	444,514	541,750	131,836	39.8%	39.8%
Faculty Full Time	4,766,651	361,072	2,445,630	0	2,321,021	51.3%	51.3%
Faculty Overloads\Adjunct	1,859,867	169,553	1,032,063	0	827,804	55.5%	55.5%
Stipends	482,097	33,635	240,015	0	242,082	49.8%	49.8%
Administrator Salaries	2,300,803	176,359	1,301,056	0	999,747	56.5%	56.5%
Professional Technical Salaries	2,227,146	168,161	1,226,730	0	1,000,416	55.1%	55.1%
Classified Salaries	2,520,490	202,013	1,396,525	0	1,123,965	55.4%	55.4%
Part-Time Salaries	651,023	41,749	287,053	0	363,970	44.1%	44.1%
Staff Benefits	1,601,415	119,270	857,621	0	743,794	53.6%	53.6%

GALVESTON COLLEGE

Fund 11 Education and General

Interfund Appropriations	5,381,908	220,787	1,672,122	0	3,709,786	31.1%
<b>Expenditures Total</b>	30,330,060	1,992,771	15,024,239	1,524,001	13,781,820	49.5%
<b>Excess Rev/Exp</b>	0	(1,185,238)	12,001,309			

**Galveston College**  
**Fund 11 Detail Rev\Exp**  
**as of the end of March 2025**

	Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Available	% of Budget
	2025	March	2025	2025	2025	2025
<b>State Appropriation</b>						
Academic/Technical	\$5,152,193	\$0	\$3,001,571	\$0	\$2,150,622	58.3%
Incentive	\$0	\$0	\$311,852	\$0	(\$311,852)	Infinity
Core	\$0	\$0	\$584,722	\$0	(\$584,722)	Infinity
Health Insurance	\$0	\$0	\$0	\$0	\$0	NaN
<b>Total</b>	<b>\$5,152,193</b>	<b>\$0</b>	<b>\$3,898,145</b>	<b>\$0</b>	<b>\$1,254,048</b>	<b>75.7%</b>
<b>Tuition</b>						
In District Tuition	\$1,220,531	(\$56)	\$1,351,606	\$0	(\$131,075)	110.7%
Out of District Tuition	\$1,193,036	\$722	\$1,060,599	\$0	\$132,437	88.9%
Non Resident Tuition	\$373,527	(\$441)	\$454,364	\$0	(\$80,837)	121.6%
CE Workforce Training	\$94,473	\$18,260	\$47,377	\$0	\$47,096	50.1%
CE Workforce Info Tech	\$0	\$0	\$0	\$0	\$0	NaN
CE Workforce Health Prof	\$208,662	\$3,270	\$225,337	\$0	(\$16,675)	108.0%
CE Leisure Learning	\$54,205	\$10,978	\$74,595	\$0	(\$20,390)	137.6%
CE Childrens Programs	\$0	\$0	\$0	\$0	\$0	NaN
<b>Total</b>	<b>\$3,144,434</b>	<b>\$32,733</b>	<b>\$3,213,878</b>	<b>\$0</b>	<b>(\$69,444)</b>	<b>102.2%</b>
<b>Course Fees</b>						
Building Use Fee	\$1,276,509	(\$448)	\$1,291,854	\$0	(\$15,345)	101.2%
Student Service Fee	\$62,269	(\$37)	\$60,930	\$0	\$1,339	97.9%
General Service Fee	\$270,093	(\$55)	\$262,658	\$0	\$7,435	97.2%
Registration Fee	\$162,056	(\$33)	\$158,796	\$0	\$3,260	98.0%
Out of District Fee	\$553,473	\$238	\$528,846	\$0	\$24,627	95.6%
Course and Lab fees	\$335,000	(\$70)	\$318,362	\$0	\$16,638	95.0%

Galveston College

Fund 11 Detail Rev\Exp

as of the end of March 2025

	Budget		(MTD) Actual		Actual		Encumbrances		Available		% of Budget	
	2025		March	2025	2025	2025	2025	2025	2025	2025	2025	2025
Distance Education fee	\$240,000		(\$201)	\$202,193	\$0	\$37,807						84.2%
Distance Education fee N/R	\$7,830		\$0	\$6,500	\$0	\$1,330						83.0%
Testing Fees	\$9,400		\$4,748	\$12,492	\$0	(\$3,092)						132.9%
Testing Fees GED	\$2,550		\$0	\$0	\$0	\$2,550						0.0%
Testing Fees-Contract	\$2,550		\$224	\$14,390	\$0	(\$11,840)						564.3%
Late Registration Fees	\$6,380		\$0	\$6,375	\$0	\$5						99.9%
Schedule Change Fees	\$2,850		\$0	\$2,530	\$0	\$320						88.8%
Student Health\Insurance Fees	\$60,000		\$0	\$39,149	\$0	\$20,851						65.2%
SurCharge 3peat > 27 Dev hrs	\$30,000		\$420	\$30,129	\$0	(\$129)						100.4%
Other fees	\$0		\$0	\$0	\$0	\$0						NaN
<b>Total</b>	<b>\$3,020,960</b>		<b>\$4,786</b>	<b>\$2,935,204</b>	<b>\$0</b>	<b>\$85,756</b>						<b>97.2%</b>
<b>Exemption/Waivers</b>												
Competitive Waiver	(\$34,650)		\$0	(\$18,109)	\$0	(\$16,541)						52.3%
Foster Care	(\$23,342)		\$0	(\$27,682)	\$0	\$4,340						118.6%
Hazelwood Waiver Credit	(\$16,830)		(\$1,510)	(\$13,200)	\$0	(\$3,630)						78.4%
Hazelwood Dependant	(\$41,200)		\$233	(\$57,543)	\$0	\$16,343						139.7%
Concurrent Enrollment	\$0		\$0	\$0	\$0	\$0						NaN
Blind	(\$5,400)		\$0	(\$1,620)	\$0	(\$3,780)						30.0%
Fireman	(\$12,400)		\$0	(\$7,952)	\$0	(\$4,448)						64.1%
Police	(\$1,650)		\$0	\$0	\$0	(\$1,650)						0.0%
TEC 54.052	(\$102,300)		\$345	(\$97,790)	\$0	(\$4,510)						95.6%
Military Waiver	(\$13,200)		\$0	(\$8,108)	\$0	(\$5,092)						61.4%
GISD Dual Credit	(\$542,000)		(\$1,416)	(\$868,744)	\$0	\$326,744						160.3%
Other	(\$3,300)		\$0	(\$2,184)	\$0	(\$1,116)						66.2%



Galveston College  
Fund 11 Detail Rev\Exp  
as of the end of March 2025

	Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Available	% of Budget
	2025	March	2025	2025	2025	2025
<b>Total Revenue</b>	<b>\$30,322,060</b>	<b>\$807,534</b>	<b>\$27,025,547</b>	<b>\$0</b>	<b>\$3,296,513</b>	<b>89%</b>



**Galveston College**  
**Fund 11 Detail Rev\Exp**  
**as of the end of March 2025**

	Budget		(MTD) Actual		(YTD) Actual		Encumbrances		Available		% of Budget	
	2025	March	2025	March	2025	March	2025	March	2025	March	2025	March
Develop-Read	\$133,004	\$12,679	\$75,370	\$0	\$0	\$57,634					56.7%	
Develop-Write	\$0	\$0	\$0	\$0	\$0	\$0					NaN	
Develop-Other	\$0	\$0	\$0	\$0	\$0	\$0					NaN	
Education	\$17,224	\$3,095	\$25,554	\$0	\$0	(\$8,330)					148.4%	
English	\$338,656	\$26,692	\$200,038	\$0	\$0	\$138,618					59.1%	
Humanities	\$5,685	\$1	\$542	\$0	\$0	\$5,143					9.5%	
Philosophy	\$22,232	\$1,899	\$18,989	\$0	\$0	\$3,243					85.4%	
Foreign Lang-SPAN	\$27,526	\$176	\$4,431	\$0	\$0	\$23,095					16.1%	
Nursing-RN	\$993,196	\$70,464	\$444,890	\$222	\$548,084						44.8%	
Nursing Admin	\$191,897	\$15,096	\$94,896	\$167	\$96,834						49.5%	
Allied Health	\$0	\$0	\$0	\$0	\$0	\$0					NaN	
Clinical Research	\$0	\$0	\$0	\$0	\$0	\$0					NaN	
Emer Med Serv	\$369,068	\$24,183	\$162,126	\$2,591	\$204,351						43.9%	
Imaging-CT	\$150,706	\$11,556	\$76,486	\$2,441	\$71,779						50.8%	
Imaging-MRI	\$152,337	\$13,338	\$82,134	\$159	\$70,044						53.9%	
Imaging-Mam	\$0	\$0	\$0	\$0	\$0	\$0					NaN	
Imaging-Nuclear	\$209,887	\$15,233	\$100,794	\$900	\$108,192						48.0%	
Imaging-Rad Thy	\$198,792	\$14,585	\$106,769	\$1,573	\$90,450						53.7%	
Imaging-Rad Tch	\$578,137	\$38,840	\$292,593	\$3,112	\$282,433						50.6%	
Ophthalmic Asst	\$0	\$0	\$0	\$0	\$0	\$0					NaN	
Pharmacy Tech	\$0	\$0	\$0	\$0	\$0	\$0					NaN	
Phlebotomy Tech	\$0	\$0	\$0	\$0	\$0	\$0					NaN	
Sonography	\$226,314	\$16,018	\$119,239	\$1,350	\$105,725						52.7%	
Surgical Tech	\$151,745	\$9,727	\$67,625	\$163	\$83,957						44.6%	

**Galveston College**  
**Fund 11 Detail Rev\Exp**  
**as of the end of March 2025**

	Budget		(MTD) Actual		(YTD) Actual		Encumbrances		Available		% of Budget	
	2025		March	2025	2025	2025	2025	2025	2025	2025	2025	2025
Nursing-LVN	\$173,810		\$11,802	\$93,456	\$250	\$80,104						53.8%
Develop-Math	\$299,717		\$25,778	\$192,470	\$0	\$107,247						64.2%
Mathematics	\$407,810		\$30,962	\$209,153	\$0	\$198,657						51.3%
Auto Tech	\$0		\$0	\$0	\$0	\$0						NaN
HVAC Tech	\$126,309		\$9,864	\$63,861	\$1,284	\$61,164						50.6%
Industrial Sys	\$0		\$0	\$0	\$0	\$0						NaN
Electrical and Electronics	\$134,310		\$8,872	\$65,279	\$862	\$68,168						48.6%
Instrumentation	\$125,950		\$9,924	\$70,735	\$40	\$55,175						56.2%
Fitness Center	\$141,661		\$14,972	\$77,683	\$950	\$63,028						54.8%
Physical Ed.	\$127,884		\$11,670	\$79,881	\$2,172	\$45,831						62.5%
CJ-Academic	\$88,757		\$6,707	\$47,706	\$0	\$41,051						53.7%
CJ-Law Enforce	\$188,159		\$11,150	\$87,891	\$430	\$99,838						46.7%
Economics	\$63,717		\$4,475	\$30,912	\$0	\$32,805						48.5%
Government/PS	\$123,138		\$10,169	\$35,131	\$0	\$88,007						28.5%
History/Geog.	\$121,008		\$11,988	\$91,150	\$0	\$29,858						75.3%
Psychology	\$132,662		\$12,496	\$91,011	\$0	\$41,651						68.6%
Sociology	\$36,948		\$6,413	\$24,839	\$0	\$12,109						67.2%
Art	\$149,026		\$11,583	\$88,185	\$898	\$59,943						59.2%
Digital Imaging	\$0		\$0	\$0	\$0	\$0						NaN
Drama / Theater	\$163,095		\$23,652	\$90,187	\$0	\$72,908						55.3%
Music	\$45,377		\$1,844	\$23,287	\$0	\$22,090						51.3%
Business (Bachelors)	\$61,857		\$0	\$0	\$0	\$61,857						0.0%
Medical Bachelors	\$201,329		\$16,064	\$119,051	\$0	\$82,278						59.1%
Nursing BSN	\$233,856		\$12,644	\$53,479	\$749	\$179,628						22.9%



**Galveston College**  
**Fund 11 Detail Rev\Exp**  
**as of the end of March 2025**

	Budget		(MTD) Actual (YTD) Actual		Encumbrances		Available		% of Budget	
	2025	March	2025	2025	2025	2025	2025	2025	2025	2025
Library & Learning Resources	\$452,744	\$35,185	\$261,447	\$42,920	\$148,378					57.7%
Media Services	\$57,477	\$5,363	\$33,252	\$1,067	\$23,158					57.9%
Student Success Center (Tutoring)	\$193,101	\$12,043	\$80,553	\$683	\$111,864					41.7%
Testing Center	\$218,805	\$14,965	\$94,314	\$0	\$124,491					43.1%
<b>Total For Academic Support</b>	<b>\$2,072,809</b>	<b>\$152,328</b>	<b>\$1,080,957</b>	<b>\$48,981</b>	<b>\$942,871</b>					<b>52.1%</b>
<b>Student Services</b>										
Vice President of Student Services	\$374,740	\$25,982	\$202,844	\$538	\$171,359					54.1%
Admissions\Records	\$609,739	\$48,813	\$338,260	\$105	\$271,374					55.5%
Campus Security	\$665,452	\$50,463	\$339,269	\$249,801	\$76,382					51.0%
Counseling	\$720,313	\$45,047	\$348,495	\$0	\$371,818					48.4%
Financial Aid	\$419,623	\$33,123	\$245,338	\$0	\$174,285					58.5%
Student Activities	\$83,351	\$0	\$36,215	\$0	\$47,136					43.4%
Phi Theta Kappa	\$0	\$0	\$0	\$0	\$0					NaN
<b>Total For Student Services</b>	<b>\$2,873,218</b>	<b>\$203,428</b>	<b>\$1,510,421</b>	<b>\$250,443</b>	<b>\$1,112,354</b>					<b>52.6%</b>
<b>Institutional Support</b>										
Board of Regents	\$47,750	\$3,846	\$24,578	\$186	\$22,986					51.5%
President	\$654,820	\$38,787	\$268,397	\$383	\$386,041					41.0%
General Institutional Expenses	\$618,038	\$14,789	\$110,723	\$20	\$507,295					17.9%
Vice President for Administration	\$220,484	\$17,822	\$124,250	\$145	\$96,088					56.4%
Business Services	\$962,678	\$141,006	\$542,373	\$14,161	\$406,143					56.3%
Human Resources & Risk Mgmt.	\$437,859	\$32,280	\$225,142	\$25,664	\$187,054					51.4%
Professional Development	\$10,400	\$2,145	\$4,597	\$0	\$5,803					44.2%
Purchasing	\$94,338	\$7,741	\$51,306	\$1,592	\$41,439					54.4%



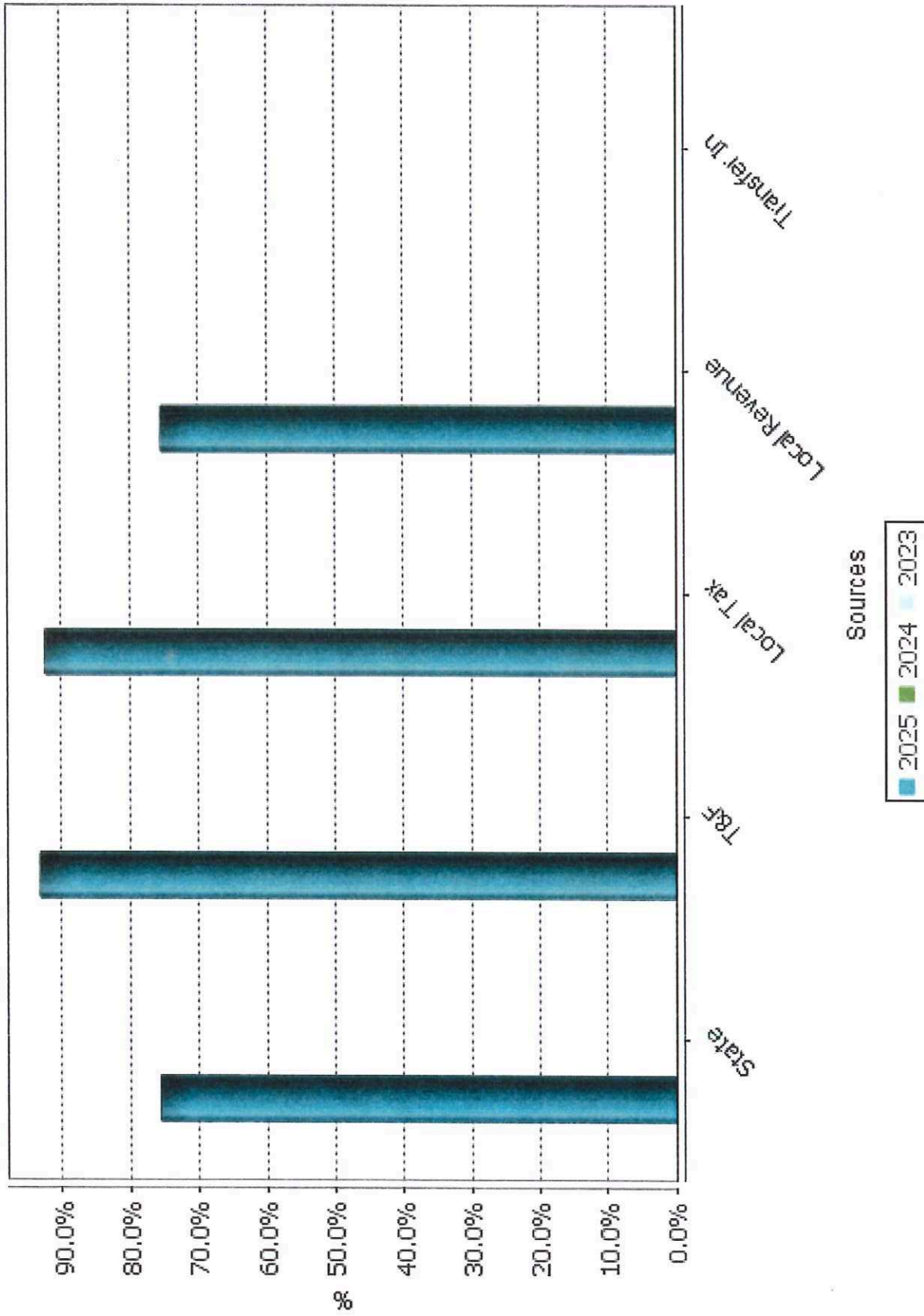
Galveston College

Fund 11 Detail Rev\Exp

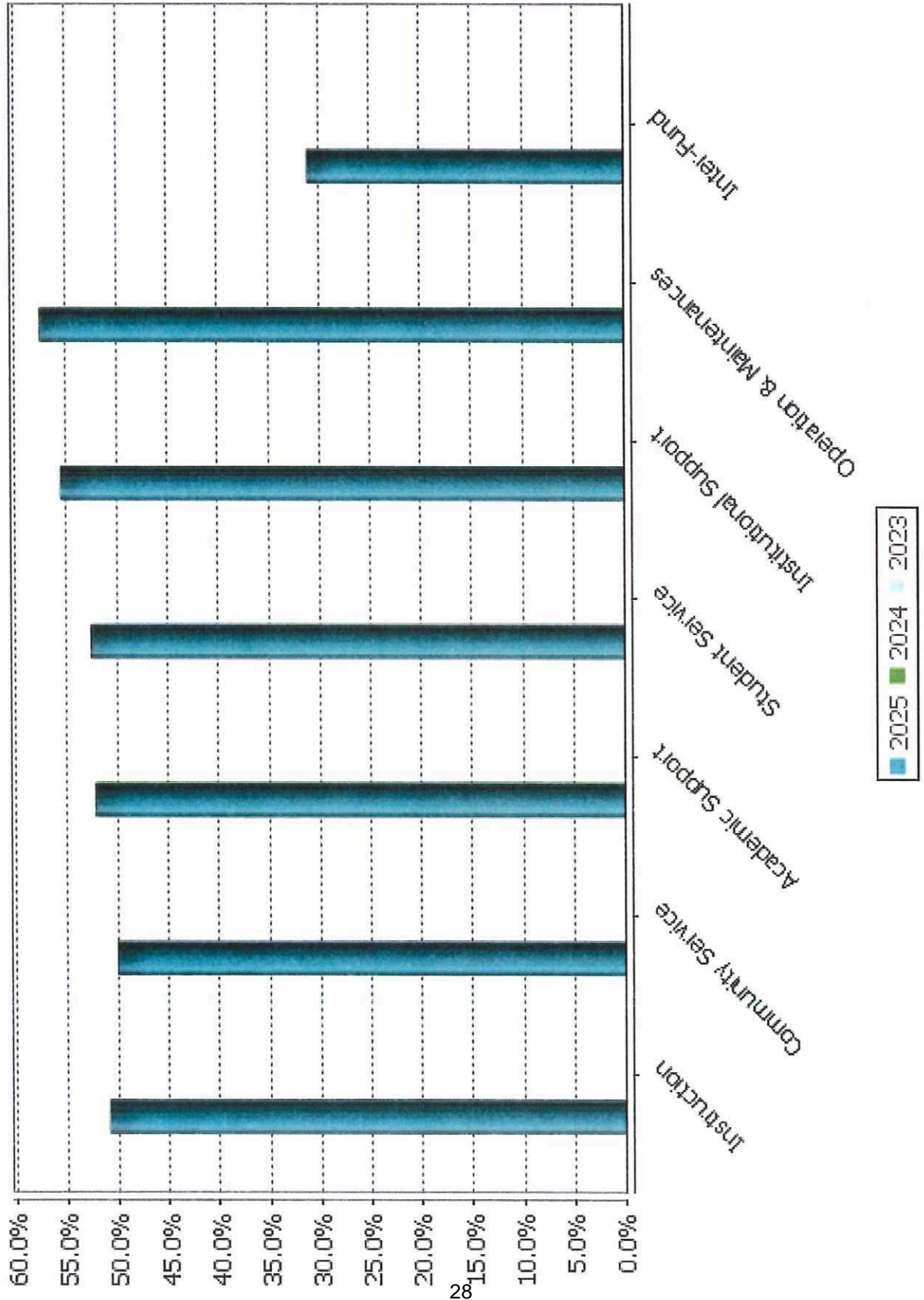
as of the end of March 2025

	Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Available	% of Budget
	2025	March	2025	2025	2025	2025
<b>Total for Operations and M...</b>	<b>\$4,001,158</b>	<b>\$191,908</b>	<b>\$2,299,921</b>	<b>\$828,123</b>	<b>\$873,114</b>	<b>57.5%</b>
<b>Inter-fund Appropriations</b>						
Transfers to Auxiliary	\$758,786	\$105,504	\$178,256	\$0	\$580,530	23.5%
Transfers to Student Activity Fund	\$62,269	(\$37)	\$60,930	\$0	\$1,339	97.9%
Transfer to State Eligible Ben	\$1,528,104	\$115,320	\$725,960	\$0	\$802,144	47.5%
Transfers to State Grants & Aid	\$169,849	\$0	\$158,276	\$0	\$11,573	93.2%
Transfers to Bond Revenue	\$1,862,900	\$0	\$548,700	\$0	\$1,314,200	29.5%
Transfer to Construction	\$0	\$0	\$0	\$0	\$0	NaN
Transfers to Capital Project	\$1,000,000	\$0	\$0	\$0	\$1,000,000	0.0%
Transfers to Fixed Assets	\$0	\$0	\$0	\$0	\$0	NaN
<b>Total Inter-fund Appropriations</b>	<b>\$5,381,908</b>	<b>\$220,787</b>	<b>\$1,672,122</b>	<b>\$0</b>	<b>\$3,709,786</b>	<b>31.1%</b>
<b>Expenditures Totals</b>	<b>\$30,330,060</b>	<b>\$1,992,771</b>	<b>\$15,024,239</b>	<b>\$1,524,001</b>	<b>\$13,781,820</b>	<b>49.5%</b>

### 3 Year Revenue by Percentage (YTD)



Three Year Expense by Percentage (TYD)



**Auxiliary fund  
as of March 31, 2025**

March 31, 2025	Current year	Current year	Current ...	Current ...	Current year	Current year
	Budget 2025	(MTD) Actual March	(YTD) Act... 2025	Encumbr... 2025	Remaining 2025	% Expended 2025
<b>Revenue by State Classification</b>						
Interfund Appropriations	\$758,786	\$105,504	\$178,256	\$0	\$580,530	23%
Bookstore Commission	\$45,000	\$0	\$19,738	\$0	\$25,262	44%
Student housing	\$358,585	\$0	\$383,331	\$0	(\$24,746)	107%
Food Service	\$500,518	(\$1,657)	\$524,571	\$0	(\$24,053)	105%
Special Event	\$0	\$0	\$0	\$0	\$0	NaN
Sales and Services	\$186,170	\$8,844	\$73,591	\$0	\$112,579	40%
<b>Total Revenue</b>	<b>\$1,849,059</b>	<b>\$112,691</b>	<b>\$1,179,487</b>	<b>\$0</b>	<b>\$669,572</b>	<b>64%</b>

<b>Expenditures by Department</b>						
Bookstore(retiree)	0	0	0	0	\$0	NaN
Student Housing	57,691	1,762	12,117	0	\$45,574	21%
Food Service	413,348	32,757	299,049	0	\$114,299	72%
Print Shop	117,096	8,821	58,853	37,488	\$20,755	50%
Special Event	0	0	0	0	\$0	NaN
Athletics General	121,835	4,524	46,046	1,222	\$74,566	38%
Baseball	503,338	32,503	350,526	50	\$152,762	70%
Softball	419,851	31,615	354,720	439	\$64,692	84%
General Institutional	215,900	1,109	58,175	19,766	\$137,960	27%
Transfer to Construction	0	0	0	0	\$0	NaN
<b>Expenditures Total</b>	<b>1,849,059</b>	<b>113,091</b>	<b>1,179,487</b>	<b>58,965.15</b>	<b>\$610,607</b>	<b>64%</b>

**Auxiliary fund  
as of March 31, 2025**

Expenditures by Type									
General Operating	263,540	2,329	98,336	23,134	142,069.90	37%			
Contracted Services	547,444	47,273	361,307	35,751	150,386.00	66%			
Travel	151,080	35,491	81,450	0	69,629.65	54%			
Equipment	71,000	143	56,045	80	14,874.75	79%			
Special Event	0	0	0	0	0.00	NaN			
Transfer to Scholars...	25,000	0	0	0	25,000.00	0%			
Transfer to Construction	0	0	0	0	0.00	NaN			
Scholarships	432,296	885	394,918	0	37,378.39	91%			
Salaries & Stipends	279,557	21,129	146,620	0	132,936.60	52%			
Staff Benefits	79,142	5,842	40,810	0	38,331.82	52%			
<b>Expenditures Total</b>	<b>1,849,059</b>	<b>113,091</b>	<b>1,179,487</b>	<b>58,965.15</b>	<b>610,607.11</b>	<b>64%</b>			

**Student Service Fund  
as of March 31, 2025**

March 31, 2025	Current year	Current year	Current ...	Current ...	Current year	Current year
	Budget	(MTD) Actual	(YTD) Act...	Encumbr...	Remaining	% Expended
	2025	March	2025	2025	2025	2025
<b>Revenue by State Classification</b>						
Interfund Appropriations	\$62,269	(\$37)	\$60,930	\$0	\$1,339	98%
Fund Balance Transfer	\$0	\$0	\$0	\$0	\$0	NaN
<b>Total Revenue</b>	<b>\$62,269</b>	<b>(\$37)</b>	<b>\$60,930</b>	<b>\$0</b>	<b>\$1,339</b>	<b>98%</b>

**Expenditures by Department**

Student Activities	31,950	1,232	12,442	2,124	\$17,385	39%
Student Government	27,719	1,174	16,887	10,700	\$132	61%
Phi Theta Kappa	2,600	0	0	0	\$2,600	0%
<b>Expenditures Total</b>	<b>62,269</b>	<b>2,407</b>	<b>29,328</b>	<b>12,824</b>	<b>\$20,117</b>	<b>47%</b>

**Expenditures by Type**

General Operating	32,556	175	11,263	6,699	14,594	35%
Contracted Services	0	0	0	0	0	
Travel	19,713	1,032	7,141	0	12,572	36%
Equipment	0	0	6,125	6,125	(12,250)	Infinity
Scholarships	0	0	0	0	0	
Salaries & Stipends	10,000	1,200	4,800	0	5,200	
Staff Benefits	0	0	0	0	0	
<b>Expenditures Total</b>	<b>62,269</b>	<b>2,407</b>	<b>29,328</b>	<b>12,824</b>	<b>20,117</b>	<b>47%</b>

**GALVESTON COLLEGE**  
**Construction\Capital Project fund**  
**as of March 31, 2025**

March 31, 2025	Current year	Current year	Current year	Current year	Current year
	Budget 2025	(MTD) Actual March	(YTD) Actual 2025	Encumbrances 2025	Remaining 2025
<b>Fund 71</b>					
<b>Revenue 2025</b>					
Fund Balance Transfer	10,753,540	0	0	0	10,753,540
<b>Total Revenue</b>	10,753,540	0	0	0	10,753,540

**Expenditures**

**2nd floor Northern Remodel, Library (testing) and FA-207 Black Box Projects**

Facility Construction	2,356,400	0	579,758	268,596	1,508,046
Equipment	400,000	38,745	44,067	3,395	352,538
Furniture	400,000	340,272	340,272	1,879	57,849
Contingency	235,640	0	0	0	235,640
Architectural & Engineering fees	212,000	1,321	15,321	49,554	147,125
<b>Expenditures Total</b>	3,604,040	380,338	979,418	323,424	147,125

**Softball field**

Softball Field-Construction	1,500,000	0	0	0	1,500,000
Softball Field- Architectural and Engineering fees	150,000	0	0	0	150,000
<b>Expenditures Total</b>	1,650,000	0	0	0	0

**Electrical Transformer Upgrade**

Electrical Transformer Upgrade- Construction	1,835,000	0	642,439	338,091	854,470
Electrical Transformer Upgrade- Archit, and Engin.	48,000	1,080	4,320	49,560	(5,880)
Electrical Transformer Upgrade- Contingency	75,000	0	0	0	75,000
<b>Expenditures Total</b>	1,958,000	1,080	646,759	387,651	923,590

**GALVESTON COLLEGE**  
**Construction\Capital Project fund**  
**as of March 31, 2025**

	Current year	Current year	Current year	Current year	Current year	Current year
	Budget (MTD) Actual	(YTD) Actual	Encumbrances	Remaining	2025	2025
March 31, 2025	March 2025	March 2025	March 2025	March 2025	March 2025	March 2025
<b>Student Housing</b>						
Facility Construction	1,500,000	0	0	0	1,500,000	0
Equipment	150,000	0	0	0	150,000	0
Furniture	150,000	0	0	0	150,000	0
Contingency	300,000	0	0	0	300,000	0
Architectural & Engineering fees	150,000	3,750	7,500	0	142,500	0
<b>Expenditures Total</b>	<b>2,250,000</b>	<b>3,750</b>	<b>7,500</b>	<b>0</b>	<b>2,242,500</b>	<b>0</b>
<b>Gym Roof and Floor</b>						
Construction	765,000	0	0	0	765,000	0
Architectural and Engineering fees	76,500	0	0	24,800	51,700	0
<b>Expenditures Total</b>	<b>841,500</b>	<b>0</b>	<b>0</b>	<b>24,800</b>	<b>2,107,016</b>	<b>0</b>
<b>Future Expansion</b>						
Land\Bldg Acquisition	450,000	3,600	422,452	0	27,548	0
<b>Project Grand Total</b>	<b>10,753,540</b>	<b>388,768</b>	<b>2,056,129</b>	<b>735,875</b>	<b>5,447,779</b>	<b>0</b>

**GALVESTON COLLEGE**  
**Construction\Capital Project fund**  
**as of March 31, 2025**

	Current year Budget 2025	Current year (MTD) Actual March	Current year (YTD) Actual 2025	Current year Encumbrances 2025	Current year Remaining 2025
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March 31, 2025

**Nursing Health Science Building**

<b>Revenue</b>					
Bond Proceeds	2,094,367	38,947	102,782	0	1,991,585
Transfer Bond Reserve intrest	131,348	0	0	0	131,348
<b>Total Revenue</b>	<b>2,225,715</b>	<b>38,947</b>	<b>102,782</b>	<b>0</b>	<b>2,122,933</b>

**Expenditures**

Contingency-Owner	250,000	0	0	0	250,000
Furniture\Equip- Capital	286,953	0	51,778	(67,789)	302,964
Facility Construction	1,639,112	30,869	40,069	83,706	1,515,337
Archit and Engr Fees	49,650	8,078	10,935	0	38,715

**Expenditures Total**

	2,225,715	38,947	102,782	15,917	2,107,016
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<b>Fund Revenue Total</b>	12,979,255	38,947	102,782		12,876,473
<b>Fund Expenditures Total</b>	12,979,255	427,715	2,158,911	751,792	10,068,552
<b>Fund 71 total</b>		(388,768)			

**GALVESTON COLLEGE**  
**Construction\Capital Project fund**  
**as of March 31, 2025**

March 31, 2025

	Current year Budget 2025	Current year (MTD) Actual March	Current year (YTD) Actual 2025	Current year Encumbrances 2025	Current year Remaining 2025
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**Capital Projects Fund 72**

Revenue					
Transfer from fund 11	1,000,000	0	0	0	1,000,000
<b>Total Revenue</b>	<b>1,000,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,000,000</b>

**Expenditures**

IT Equipment	535,400	393,448	475,873	0	59,527
Contracted Services (CE program)	33,000	0	0	0	33,000
Media Equipment	2,100	0	0	0	2,100
<b>Expenditures Total</b>	<b>570,500</b>	<b>393,448</b>	<b>475,873</b>	<b>0</b>	<b>94,627</b>

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**Instructional**

Nuclear Medine Classroom	15,000	0	0	0	15,000
<b>Expenditures Total</b>	<b>15,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15,000</b>

**Facilities**

Master Plan Archit. & Eng. fees	150,000	0	0	0	150,000
Culinary N-119 Dinning Area	15,000	0	0	0	15,000
<b>Expenditures Total</b>	<b>165,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>165,000</b>

Salary Study	50,000	0	14,025	28,475	7,500
<b>Expenditures Total</b>	<b>50,000</b>	<b>0</b>	<b>14,025</b>	<b>28,475</b>	<b>7,500</b>

Score Board	40,000	0	39,614	0	386
<b>Expenditures Total</b>	<b>40,000</b>	<b>0</b>	<b>39,614</b>	<b>0</b>	<b>386</b>

**GALVESTON COLLEGE**

**Construction\Capital Project fund**

as of March 31, 2025

March 31, 2025	Current year	Current year	Current year	Current year	Current year	Current year
	Budget 2025	(MTD) Actual March	(YTD) Actual 2025	Encumbrances 2025	Remaining 2025	
<b>Student service</b>						
New- CRM Software	100,000	0	77,994	0	22,006	
<b>Expenditures Total</b>	100,000	0	77,994	0	22,006	
<b>Student Life</b>						
E-Sport intial setup	30,000	0	0	0	30,000	
<b>Expenditures Total</b>	30,000	0	0	0	30,000	
<b>Virtual Reality\Immersive Tech</b>						
	29,500	0	0	0	29,500	
<b>Expenditures Total</b>	29,500	0	0	0	29,500	
<b>Fund Revenue Total</b>	1,000,000	0	0	0	1,000,000	
<b>Fund Expenditures Total</b>	1,000,000	393,448	607,506	28,475	392,494	
<b>Fund 72 total</b>	0	(393,448)	(607,506)			

**GALVESTON COLLEGE**  
**Bond Funds 51, 52, 53**

March 31, 2025

	Current year Budget 2025	Current year (MTD) Actual March	Current year (YTD) Actual 2025	Current year Encumbran... 2025	Current year Remaining 2025	Current year % Expended 2025	Prior Year % Expe... 2024
--	--------------------------	---------------------------------	--------------------------------	--------------------------------	-----------------------------	------------------------------	---------------------------

**Fund 51 Revenue-Bond Payment**

<b>Revenue</b>							
Transfer from E&G	1,862,900	0	548,700	0	1,314,200	29.5%	
Intrest income-Bond	0	6,444	51,130	0	(51,130)	Infinity	
<b>Revenue Total</b>	<b>1,862,900</b>	<b>6,444</b>	<b>599,830</b>	<b>0</b>	<b>1,263,070</b>	<b>32.2%</b>	
<b>Expenses</b>							
Transfers to Bond Reserve (N/A)	0	0	0	0	0		
Transfer to Intrest and sinking	1,862,900	0	101,508	0	1,761,392	5.4%	
<b>Expenditures Total</b>	<b>1,862,900</b>	<b>0</b>	<b>101,508</b>	<b>0</b>	<b>1,761,392</b>	<b>5.4%</b>	

**fund 52 Bond Intrest and Sinking Fund**

Transfer from Bond Revenue Fd 51	1,862,900	0	101,508	0	1,761,392	5.4%	
<b>Total Fund Revenue</b>	<b>1,862,900</b>	<b>0</b>	<b>101,508</b>	<b>0</b>	<b>1,761,392</b>	<b>5.4%</b>	
<b>Expenses</b>							
Admin Fees/Professional Service	500	300	300	0	200	60.0%	
Bond Redemption Principal	765,000	0	0	0	765,000	0.0%	
Bond Redemption Intrest	1,097,400	0	101,508	0	995,892	9.2%	
<b>Expenditures Total</b>	<b>1,862,400</b>	<b>300</b>	<b>101,808</b>	<b>0</b>	<b>1,760,592</b>	<b>5.5%</b>	

**fund 53 Bond Reserve**

Transfers from Bond Revenue	0	0	0	0	0	NaN	
Intrest income-Reserve	72,000	7,739	55,790	0	16,210	77.5%	
<b>Revenue Total</b>	<b>72,000</b>	<b>7,739</b>	<b>55,790</b>	<b>0</b>			
<b>Expenses</b>							
Transfer to Construction	72,000	0	0	0	72,000	0.0%	
<b>Expenditures Total</b>	<b>72,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>72,000</b>	<b>0.0%</b>	

Consideration of Consent Agenda

The consent agenda format is an organization process for meetings that allows the governing board to focus its time and attention on action items that require more elaboration, information, and/or discussion. The intent of the consent agenda is to support efficiency and effectiveness of the meeting.

A roll call of individual action items will determine the consent agenda. If a Regent has a question or plans to cast a negative vote regarding a specific recommendation, then the Regent(s) need to acknowledge their intention to the Chairperson by show of hand during the roll call. This action item will be considered in the regular order of business as an individual action item.

Those action items that the Regents plan to approve without further question or discussion will be placed on the consent agenda during roll call of individual action items. Upon the creation of the consent agenda, a motion, a second to the motion, and unanimous approval of the Board of Regents is needed to approve the action items. Upon approval of the consent agenda, the Board of Regents will proceed with the remainder of the agenda.

Tally of  
Action Items:

	<u>Consent Agenda</u>	<u>President Recommended Separate Action</u>	<u>Board Separate Action</u>	<u>Page #</u>
#1 - Consider Approval of Policies Committee Recommendation Regarding the Adoption of Proposed Revisions to Local Board Policies and Regulations	_____	✓	_____	43
#2 – Consider Approval of Agreement Between The University of Texas Medical Branch at Galveston and Galveston College to Provide Student Health and Counseling Services for the 2025-26 Academic Year	_____	_____	_____	45
#3 – Consider Ratifying Acceptance of Increase in U.S. Department of Education 2024-2025 Federal Grant Award – (Perkins) Career and Technical Education – Basic Grants	_____	_____	_____	59
#4 – Consider Approval of Change Order to Existing Ferrilli Contract for Continuing Education Grant and Scholarship Packaging	_____	_____	_____	61
#5 – Consider Approval of Contract for Disaster Restoration and Recovery Services	_____	_____	_____	74
#6 – Consider Approval of Contract Extension for BibliU	_____	_____	_____	104
#7 – Consider Faculty Retirement	_____	_____	_____	106
#8 – Consider Full-time Faculty Reappointments	_____	✓	_____	107

Consider Approval of Policies Committee Recommendation Regarding the Adoption of  
Proposed Revisions to Local Board Policies and Regulations

The Policies Committee met prior to the Regular Meeting. Staff proposed revisions to Local Board Policies and regulations in:

- Section A – Basic District Foundations (AD, AE)
- Section B – Local Governance (BE)
- Section D – Personnel (DIAA, DIAB)
- Section E – Instruction (EFBA)
- Section F – Students (FFDA, FFDB)

Ms. Carolyn Sunseri, Policies Committee Chairperson, will present a report of that meeting and the Committee's recommendation for Board consideration.

An index follows with a summary of the proposed revisions to these policies and regulations. To review the proposed revisions in detail, they are available in the April 9, 2025 Policies Committee Report either in hard copy or online.

**GALVESTON COLLEGE  
PROPOSED BOARD POLICIES**

Policy		Policy Title	Comments
AD	Local	Educational Role, Mission, Purpose, and Responsibility	Updates AD(Local) to reflect updated values statement and to reflect changes in the Texas Education Code, Section 130.003
AE	Local	College District Goals and Objectives	Updates AE(Local) to reflect updated strategic goals and objectives.
BE	Local	Policy and Bylaw Development	Adds language at Harmony with Law to reflect when new laws are enacted that they are applicable when effective.
DIAA	Local	Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence	Updates the named Title IX Coordinator
DIAB	Local	Freedom from Discrimination, Harassment, and Retaliation: Other Protected Characteristics	Updates the named ADA/Section 504 Coordinator
EFBA	Local	Degrees and General Education Requirments	Updates minimum number of semester hours to completed at GC at the Associate of Arts and the Associate of Science Degrees and updates number of hours required for a second Associate degree.
FFDA	Local	Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence	Updates the named Title IX Coordinator
FFDB	Local	Freedom from Discrimination, Harassment, and Retaliation: Other Protected Characteristics	Updates the named ADA/Section 504 Coordinator

Consider Approval of Agreement Between  
The University of Texas Medical Branch at Galveston and Galveston College to  
Provide Student Health and Counseling Services for the 2025-26 Academic Year

Staff is requesting the Board's approval of the following agreement between The University of Texas Medical Branch at Galveston (UTMB) and Galveston College to provide student health and counseling services for the 2025-2026 academic year. This agreement provides services to students who are enrolled in the Galveston College health occupations programs according to Attachment A of the agreement. The term of this agreement is September 1, 2025, through August 31, 2026. UTMB has not requested an increase from the current cost for this service of \$100 per semester per student including the summer semester. The UTMB charge to the College for these services is recovered through a student fee. With approval, the Board authorizes the College President to execute this agreement.

AGREEMENT

This Agreement is made by and between THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON, an institution of The University of Texas System and an agency of the State of Texas, on behalf of its Student Health and Counseling (hereinafter referred to as "UTMB"), and GALVESTON COLLEGE (hereinafter referred to as "COLLEGE").

WITNESSETH:

WHEREAS, it is the intent of COLLEGE to provide health and counseling services to its students currently enrolled in a health occupation program at Galveston College per Attachment A (herein referred to as "Students" or "Student"); and

WHEREAS, UTMB agrees to assist COLLEGE in providing medical and counseling services described below to Students through UTMB's Student Health and Counseling that is available to perform the medical and counseling services in the manner described herein.

THEREFORE, in consideration of the mutual benefits to be derived here from, both parties agree to the following:

I. UTMB'S RESPONSIBILITIES

1.1 For Students enrolled in eligible programs as detailed in Attachment A, attached hereto and incorporated by reference, which may be amended from time to time as agreed between the parties, and included on certified class rolls provided by the

COLLEGE, UTMB will provide COLLEGE's Students access to the UTMB Student Health and Counseling services that provides primary care, evaluation and treatment of episodic illness, wellness visits, family planning, initial evaluation of occupational exposures and appropriate follow up per UTMB Healthcare Epidemiology Policy for Blood Borne Pathogens, Policy 1.02, and counseling during regularly scheduled clinic hours.

**Psychiatric services are excluded.** Clinic visits in Student Health and Counseling will be free to Students, however, all Students enrolled in the College's Occupational Health programs detailed on Attachment A, attached, must pay the required fee as outlined in this agreement and will be eligible for services at UTMB Student Health and Counseling clinic. Any service provided outside the Student Health and Counseling clinic visit, will be the financial responsibility of the Student. All costs incurred by Students for medications, vaccines, x-rays diagnostic tests will also be the financial responsibility of the Student.

Students who sustain an injury or illness, including a needlestick injury or other blood or body fluid exposure, during the educational experience period of the Student should follow Student Health and Counseling's protocols for treatment. All other health care costs, including UTMB Emergency Department will be the financial responsibility of the Student and are not

covered by this Agreement.

1.2 UTMB will review the immunization records of each occupational health Student.

1.3 UTMB will provide COLLEGE with a separate compilation of the occupational health Students who have and have not submitted required health information and proof of immunization.

1.4 After COLLEGE'S pre-admission immunization requirements have been met by occupational health Students, UTMB will make available periodic PPD skin tests for students who require them. UTMB will also provide Students the same access to vaccinations provided to UTMB students.

1.5 Students who have medical insurance are required to provide documentation of such medical insurance at the time of clinic visit. Clinic visits are free of charge and not billed to medical insurance. The insurance will be billed accordingly for any additional services. In the event the Student does not have medical insurance, the Student Health and Counseling Fee Schedule will be offered for limited laboratory tests. Labs for matriculation requirements, such as titers, will be a fee for service charge from the UTMB Student Health and Counseling Fee Schedule. Payment for the fee for service schedule will be collected at the time of service.

## II. RESPONSIBILITIES OF COLLEGE

2.1 COLLEGE will distribute to occupational health Students the UTMB Student Health and Counseling "incoming student packet" and any other materials necessary for provision of services by UTMB as defined in this Agreement.

2.2 Each semester no later than September 15, 2025 for the fall semester, January 15, 2026 for the spring semester, and June 15, 2026 for the summer semester, COLLEGE will provide UTMB with certified copies of class rolls of Students enrolled in programs that are included on Attachment A of this agreement If Students begin a program that does not start with a traditional semester, COLLEGE shall provide additional certified class rolls within five business days of the start of class.

## III. COMPENSATION

3.1 COLLEGE agrees to compensate UTMB for the services rendered to Students under the terms and conditions of this Agreement at a rate of ONE HUNDRED DOLLARS (\$100.00) per semester per Student including the summer semester. Coverage will be for 16 weeks, commencing at either the beginning of a covered semester, or the start of classes if a program does not commence at the start of a covered semester. All coverage will cease at the end of the covered semester. Billing will be based upon the certified copies of the class rolls of Students

provided to UTMB by the COLLEGE as detailed above. COLLEGE agrees to pay UTMB upon receipt of UTMB's itemized invoice setting out the number of Students for which COLLEGE has been charged.

#### IV. MUTUAL AGREEMENTS

##### 4.1 Indemnification -

4.1.1 To the extent authorized by the Constitution and laws of the State of Texas, COLLEGE agrees to hold the State of Texas, the Board of Regents of The University of Texas System, UTMB, its officers, employees, and agents harmless from and indemnify each of them against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities for personal injury, death, or property damage resulting from the acts or omissions of COLLEGE or the acts or omissions of others under COLLEGE's supervision or control.

4.1.2 To the extent authorized by the Constitution and laws of the State of Texas, UTMB agrees to hold COLLEGE and its officers, employees, and agents harmless from and indemnify each against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities, except for attorney's fees, for personal injury, death, or property damage resulting from the acts or omissions of UTMB or acts or omissions of others under UTMB's supervision or control.

4.2 Insurance -

4.2.1 UTMB represents and warrants to COLLEGE that UTMB shall maintain in full force and effect, during the term of this Agreement, professional liability insurance coverage for faculty physicians of UTMB through a plan of self-insurance known as the University of Texas System Medical Malpractice Self-Insurance Plan.

4.2.2 As an agency of the State of Texas, liability for the tortuous conduct of all other agents and employees of UTMB, including house staff, is provided for solely by the provisions of Chapters 101 and 104 of the Texas Civil Practice and Remedies Code.

4.3 Force Majeure - Neither UTMB nor COLLEGE shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, and any other cause not reasonably within the control of UTMB or COLLEGE and which by the exercise of due diligence UTMB or COLLEGE is unable, wholly or in part, to prevent or overcome.

4.4 Entire Agreement - This Agreement constitutes the entire agreement between UTMB and COLLEGE. No agreements,

amendments, modifications, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by both parties.

4.5 Amendments - This Agreement may be amended when set forth in writing and signed by both parties to the Agreement.

4.6 Governing Law - UTMB and COLLEGE agree that this Agreement shall be construed in accordance with the laws of the State of Texas.

4.7 Severability - If one or more of the provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

4.8 Nondiscrimination - UTMB and COLLEGE agree that in the performance of this Agreement there will be no discrimination against any person or persons on account of race, color, sex, religion, age, disability, national origin, or veteran status and that both parties agree to comply with all applicable requirements of the Civil Rights Act of 1964, as amended, Executive Order 11246, the Vietnam Era Veterans Readjustment Act of 1974, the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Americans with Disabilities Act

of 1990, and all federal rules and regulations, state laws and executive orders as applicable.

4.9 Notice - Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

UTMB:

EVP and Chief Financial Officer  
The University of Texas Medical Branch  
at Galveston  
301 University Blvd, Route 0128  
Galveston, TX 77555-0128

All payments shall be made to UTMB in the following manner:

The University of Texas Medical Branch  
Office of Sponsored Programs  
Dept. #750  
P. O. Box 660120  
Dallas, TX 75266-0120

COLLEGE: Jeff Engbrock  
Director of Business Services  
Galveston College  
4015 Avenue Q  
Galveston, TX 77550

4.10 Termination - Either party may terminate this Agreement for any reason by giving the other party thirty (30) days written notice of such intent to terminate.

4.11 Waiver - The waiver by either party of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of this Agreement.

4.12 Compliance - UTMB and COLLEGE shall at all times comply with all applicable ordinances, laws, rules and regulations of local, state, and federal governments, or any political subdivision or agency, authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to COLLEGE.

4.13 Dispute Resolution. In the event of a dispute arising under this agreement, the dispute resolution process provided for in Chapter 2260 of the *Texas Government Code* shall be used by the parties to attempt to resolve the dispute. Contractor must give written notice to UTMB of a claim for breach of this Agreement not later than the 180th day after the date of the event giving rise to the claim. By execution of this Agreement, Contractor acknowledges and knowingly and voluntarily agrees that neither the execution of this Agreement by UTMB, nor the conduct, action, or inaction by any person in the execution, administration, or performance of this Agreement constitutes or is intended to constitute a waiver of UTMB's or the state's immunity from suit.

4.14 Headings - Headings have been included in this Agreement for convenience only and shall not effect the interpretation of any terms found herein.

4.15 Independent Contractor - UTMB is an independent contractor and nothing herein contained shall constitute or designate UTMB or any of its employees or agents as agents and employees of COLLEGE.

4.16 HIPAA. To the extent either party comes into contact with information considered Individually Identifiable Health Information (IIHI) by the Health Insurance Portability and Accountability Act of 1996, codified at 42 USC § 1320d through d-8 (HIPAA) or Protected Health Information (PHI) as promulgated in 45 CFR Part 164 (HIPAA Privacy Regulations), the parties agree to keep private and to secure any information considered IIHI or PHI in accordance with the federal law.

The parties agree to only use and disclose PHI as required to perform the services outlined in this Agreement. Neither party will use or further disclose PHI other than as permitted under this Agreement and both parties will use appropriate safeguards to prevent the use or disclosure of PHI for any reason other than as provided by this Agreement. Both parties agree to promptly notify the other of any use or disclosure of PHI not provided for in this Agreement. Both parties agree to notify the other of its corrective actions to cure any breaches as soon as possible. Both parties understand that either party may terminate this Agreement immediately if the other party's

actions are not successful in remedying the breach and the non-breaching party may report the problem to the Secretary of Health and Human Services. Both parties shall require any agents or subcontractors who receive PHI to be bound by the same restrictions and conditions outlined in this Agreement.

Both parties agree to follow §164.524 (Access of Individuals to PHI), 164.526 (Amendment of PHI) and 164.528 (Accounting of Disclosures of PHI) of the HIPAA Privacy Regulations. Both parties agree to make their internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by the other party available to the Secretary of Health and Human Services or the Secretary's designee for purposes of determining the other party's compliance with the HIPAA Privacy Regulations. After the parties have completed working with or using PHI provided by the other party, both parties agree to continue to protect the PHI from wrongful uses and disclosures.

4.17 Effective Dates - This Agreement shall be effective from September 1, 2025, through August 31, 2026, unless sooner terminated as provided herein.

GALVESTON COLLEGE

THE UNIVERSITY OF TEXAS  
MEDICAL BRANCH AT GALVESTON

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W. Myles Shelton, Ed.D.  
President

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Jamie D. Bailey, MBA, CPA,  
EVP and Chief Financial  
Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Content Reviewed: \_\_\_\_\_

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William Scott Boeh  
Associate Vice President  
University Services &  
Registrar

Date: \_\_\_\_\_

Attachment A

College Occupational Health Students include:

Nursing

ADN

LVN

Transitional LVN

Allied Health

Radiography Technologist

Surgical Technologist

Certificate Program/Continuing Education

Phlebotomy

Consider Ratifying Acceptance of Increase in U. S. Department of Education  
2024-25 Federal Grant Award – (Perkins) Career and Technical Education – Basic Grants

The Texas Higher Education Coordinating Board notified the College that it would receive an increase of \$31,741 for the (Perkins) Career and Technical Education – Basic Grants. This increase is part of the 2024-25 grant reallocation. The original amount of the award was \$172,105. With the increase, the amended amount totals \$203,846 for the term of the grant.

It is recommended that the Board of Regents accept the increase in this grant award.

**FIRST AMENDMENT TO FEDERAL GRANT AGREEMENT**

THECB Original Award No.: **01216**  
Federal Fiscal Year: **2025**  
THECB Amendment # 1 Award No.: **01804**

**CONTRACTING PARTIES**

Funding Agency: Texas Higher Education Coordinating Board (“THECB”)  
Grantee: **Galveston College**

THECB and Grantee (collectively, the “Parties”) executed an agreement on **9/19/24** (hereinafter the “Contract”). It is mutually understood and agreed by and between the Parties to amend the Contract as follows:

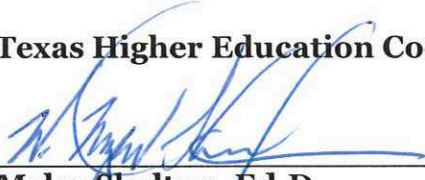
Pursuant to the Revised Application for Reallocation submitted and signed by your institution, such Application constituted an offer which is herein accepted by the Coordinating Board to form a binding agreement. As such, the Revised Application for Reallocation is herein incorporated by reference and made part of this Grant Award.


Amend original Amount of Award of **\$172,105.00** to increase by **\$31,741.00** as part of the Reallocation of 2024-2025 Perkins Basic Reallocation. The agreed Amended Amount of the Award is **\$203,846.00**.

**APPROVAL**

The Parties signing below accept this amendment. All work performed shall be to the satisfaction of the THECB. All other terms and conditions not hereby amended are to remain in full force and effect.

**Texas Higher Education Coordinating Board**

  
\_\_\_\_\_  
**Myles Shelton, Ed.D.**  
**President**  
**Galveston College**

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
**David Troutman, Ph.D.**  
**Deputy Commissioner for Academic**  
**Affairs**

\_\_\_\_\_  
Date

Consider Approval of Change Order to Existing Ferrilli Contract for Continuing Education Grant and Scholarship Packaging.

Staff requests approval of a change order to the existing contract with Ferrilli, the College's enterprise resource planning (ERP) consulting firm, to procure services so Financial Aid, grants and scholarship funding can be processed by Continuing Education for student payments. The total cost of this dedicated project is \$32,800.00 and the source of funding is the Capital Projects Fund.

The scope of service will allow for the auto packaging of students only enrolled in continuing education classes. Students enrolled in regular student programs also taking continuing education classes will not be able to be auto packaged due to technical limitations in Colleague.

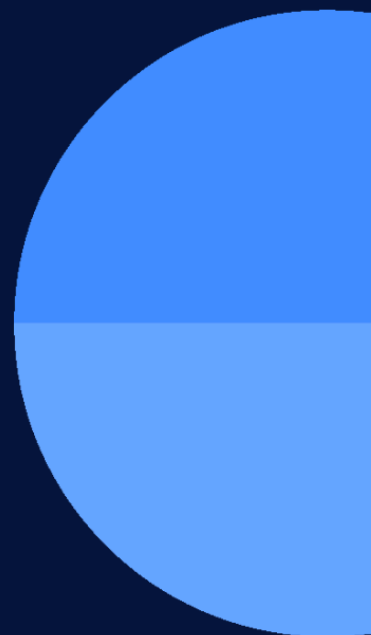
<b>Vendor/Quote</b>	<b>Item/Quote</b>	<b>Funding Source</b>	<b>Cost</b>
Ferrilli	Auto packaging for Continuing Ed Students  Hourly rate: \$205.00 Estimate # or HRs: 160	Construction Fund	\$32, 800.00
Total \$32,800.00			

# Continuing Ed Grant and Scholarship Packaging

**PRESENTED BY:** Kimberly Steele, Ferrilli

**PRESENTED TO:** Galveston College

**DELIVERED ON:** March 07, 2025



# About Ferrilli

## Introduction

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Thank you for the opportunity to submit this proposal for our services. This proposal provides information regarding our company, overview of the assignment, and associated timing and cost.

We hope that you will choose Ferrilli and allow us to demonstrate the difference that dedicated customer-centric service, a proactive approach and deep higher education experience can make on student success.

It has been our experience that clients tend to think of Ferrilli in singular terms, such as the specific service we provided for them. Later, they are typically surprised to learn about our full range of capabilities. We want to emphasize from the start that when it comes to IT services for higher education, Ferrilli is ready and able to assist you in a variety of ways.

The relationship we have with each client is something we cherish. While we are known for our proactive approach, please remember that we are always ready to help with any questions, concerns, or additional needs you may have. We look forward to serving you.

Technology is  
**opportunity.**

---

Please direct questions regarding any portion of this proposal to:

**NAME: Ashleigh Mayer**

**TITLE: Regional Account Manager**

**PHONE: (610) 340-3172**

**EMAIL: [amayer@ferrilli.com](mailto:amayer@ferrilli.com)**

## Ferrilli is a technology services provider that accelerates a path to change through technology.

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Our company was founded in 2003 to fulfill the need for IT service professionals who truly understand the unique needs and challenges of higher education.

Our clients value our integrity, reliability, specialized experience, and diverse range of capabilities. They tell us that working with Ferrilli is like having a trusted partner or a skilled extension of their staff on-call 24/7/365. We are often called upon to solve problems, or to serve as a strategic partner who can help map out the best path forward.

The outcomes that technology allows you to achieve is [what really matters](#).

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### What you can expect.

- On every assignment, we objectively look for ways to maximize your return on technology and offer those suggestions to you. That's the Ferrilli way.
- We stand by our work and performance with unconditional support. We guarantee it.
- Think of us as a fully capable strategic partner who can solve a pressing technology problem, perform a technology audit, or provide the advice and support you need on any project.
- Our goal is the same as your goal—student success—and we focus our experience, creativity, and expertise to help achieve it on every assignment, large or small.
- Every institution is unique. That's why we take the time to get to know you. We listen and ask the right questions in order to thoroughly understand your needs and culture before ever making a single recommendation.

# Ferrilli Services

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The following list provides a general overview of our services. Please contact us if you have questions regarding additional technology services that are not listed here.

## Technology Effectiveness Assessments

We will help you assess institutional goals; gather input and feedback from students, faculty and staff campus-wide; identify solutions; develop initiatives aligned with priorities. The end deliverable is a solid plan, complete with strong buy-in and the budget required to achieve your goals.

## Leadership & Team Deployment

Our professionals have the skills and experience to keep your initiatives on track and perform seamlessly in a leadership capacity for as long as needed. We can also provide assistance with an executive search to fill a permanent position.

## ERP & SIS Support

Our ERP consultants and support team leverage unmatched technical and functional expertise to improve operations and business processes, reduce costs, and delight users across the campus.

## CORE Managed Services

Ferrilli's CORE higher education managed services provide cost-effective ways for colleges and universities to manage their most crucial IT services. We provide targeted expertise across the entire stack, from full managed services for your ERP and SIS to assistance with more specific solutions.

## Security, Cloud & Infrastructure Services

At a time when the consequences of service interruptions and data breaches have never been greater, our Security, Cloud & Infrastructure services ensure your systems can stand up to today's leading threats. And at a time when institutions are modernizing faster than ever before, we help you build and maintain an IT infrastructure that encourages innovation rather than stifling it.

## CRM Optimization

We provide support for a wide range of the most popular CRM systems in higher education today, including Salesforce, Microsoft Dynamics, Technolutions Slate, and specialized systems such as Ellucian's suite of CRM Recruit, CRM Advise, and CRM Advance.

## Dedicated Project Services

Available on a per-project basis to fulfill most higher education IT service needs, including custom programming, technical support, implementations, migrations, upgrades, enhancements and more!

**The Ferrilli Difference** can best be summed up as the unique combination of the following attributes and principles:

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### **We are higher ed**

The strength of our team stems from our backgrounds in the very institutions we serve. We've been on the inside and know where the value is hidden among your institution's complexity.

### **Outcomes over tech**

Ferrilli follows the outcome. Many firms can provide IT support. Fewer have the vision, capability, and knowledge to see the big picture: how the right technology can accelerate a path to true transformation and success.

### **If you're not happy, we're not happy**

Every company says they're built on a foundation of trust. We stake our money on it with a satisfaction guarantee.

### **Leading with service**

At Ferrilli, we practice an unparalleled commitment to customer service. This isn't an empty sales claim. It's intrinsic to our corporate culture.

### **Independent and objective**

We don't sell hardware or software. We believe that the best technology and the best path forward is the one that is right for the institution.

### **Commitment follows belief**

Ferrilli believes in the mission. We believe that education is a priority. We believe that empowering institutions means better outcomes for students. And we believe, in higher ed especially, that real change is achieved through collective effort.

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# Scope of Work

## TERMS AND CONDITIONS

### 1. Services

Ferrilli will provide services as directed in the completion of the tasks set forth in the attached Job Order. The Job Order, together with these Terms and Conditions, shall constitute the parties' Agreement. Ferrilli agrees to keep the Client regularly informed of the progress of work performed under this Agreement

### 2. Compensation

The Client will pay Ferrilli the agreed upon costs as set forth in the Job Order plus reasonable travel expenses as set forth in the Job Order. Ferrilli will invoice on the basis set forth in the Job Order for labor, travel time and travel expenses with payment due as set forth in the Job Order. No increase in amount or scope of services is authorized without formal written amendment to this Agreement through a Change Order executed by the parties.

### 3. Cancellation of Scheduled Services

The parties agree that once the Client and Ferrilli have scheduled a specific time during which Ferrilli will provide services under the terms of this Agreement, the Client shall pay Ferrilli for such services as if Ferrilli had performed such services on the date scheduled, unless the Client has notified Ferrilli that the Client would like to reschedule or cancel the scheduled services at least fifteen (15) business days prior to the date on which Ferrilli is scheduled to perform such services. The Client's payment shall include the full cost of scheduled consulting services and all actual out-of-pocket expenses incurred in advance of the scheduled consulting services (e.g., non-refundable airline tickets).

### 4. Term

This Agreement is effective upon signatures and will be presumed to continue in effect until cancelled by either party by providing at least 30 days' advance written notice to the other party.

### 5. Reports

Any and all files, notes, reports, manuscripts and any other work produced, prepared or developed by Ferrilli as a part of the work under this Agreement are the property of the Client and shall be provided to the Client upon the termination of this Agreement.

### 6. Independent Contractor; Relationship with Ferrilli

Ferrilli will control the means and manner in which work is performed under this agreement and, in all respects, Ferrilli's relationship to the Client will be that of an independent contractor, not an employee. Further, nothing contained herein shall be deemed or construed to create any agency relationship, joint venture, partnership or similar relationship between Client and Ferrilli. Neither party is authorized to incur any obligation in the other's name. Neither shall be held responsible or liable to the other except as specifically set forth in this Agreement. Neither party shall be held responsible or liable to the other party or to any third party for or on account of any act or omission by the other party except as specifically set forth in this Agreement. Consistent with this independent relationship, Ferrilli may

provide services to other clients which are substantially similar to the services provided to the Client.

#### **7. Force Majeure**

Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including without limitation: acts of God; accident; labor disruption; acts, omissions and defaults of third parties; and official, governmental and judicial action not the fault of the party failing or delaying in performance. The effect of such an occurrence of a *force majeure* event shall result in the immediate termination of this Agreement unless both parties ratify, accept, or acknowledge that this Agreement shall continue.

#### **8. No Warranty**

No warranty is stated or implied regarding the services provided under this Agreement. As such, Ferrilli specifically disclaims any and all warranties. Ferrilli makes no warranties or representations of any kind for the services. This means that Ferrilli is providing the services without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, or express or implied warranties of merchantability or fitness for any particular purpose. No advice or information given by Ferrilli or its agents or employees shall create any kind of warranty.

#### **9. Indemnification**

Ferrilli agrees to and shall indemnify, defend and hold harmless the Client, its officers, agents and employees free and harmless from, against and in respect of all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest penalties and reasonable attorneys fees that the Client shall incur or suffer, which solely arise, result from, or relate to Ferrilli's negligence in providing the services set forth in this Agreement. Ferrilli shall only be liable for those losses, claims, or damages that arise as a result of performance under the terms, conditions, and period of this Agreement which solely and directly result from the negligence of Ferrilli and shall in no circumstance exceed amounts actually paid by the Client pursuant to this Agreement in aggregate.

#### **10. Limitation of Liability**

Ferrilli and the Client acknowledge and agree that in no event will Ferrilli's liability in connection with the services provided by Ferrilli under this agreement exceed the amount actually paid to Ferrilli by the Client under this agreement and Ferrilli will not be liable for any special, incidental, or consequential damages, including without limitation loss of profits, loss of data, and loss of revenues, even if informed of the possibility thereof in advance. These limitations apply to all causes of action in the aggregate, including without limitation breach of contract, Ferrilli's negligence, strict liability, misrepresentation, and other causes of action based on similar legal theories. Ferrilli and the Client further acknowledge and agree that they are entering into this agreement on the understanding that the fees for the services provided by Ferrilli under this agreement have been set to reflect the fact that the Client's remedies, and Ferrilli's liability, shall be limited as expressly set forth in this agreement, and, if not so limited, the fees for the same services would have been substantially higher.

#### **11. Client Representations and Indemnification**

Client represents and warrants (a) that it is duly authorized and empowered to enter into this Agreement, (b) the execution, delivery and performance of this Agreement by Ferrilli does not and will not conflict with, breach, violate or cause a default under any contract, agreement, license, instrument, order, judgment or decree to which Client is a party or by which it is bound, and (c) upon the execution and delivery of this Agreement, this Agreement shall be the

valid and binding obligation of Company, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting the rights of creditor generally. Client agrees to and shall, to the extent allowed by law, indemnify defend and hold harmless Ferrilli, its officers, agents and employees free and harmless from, against and in respect of all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest penalties and reasonable attorneys fees that Ferrilli shall incur or suffer, which solely arise, result from, or relate to Client's breach of these specific representations.

#### **12. Ownership of Works for Hire**

All matters produced under this Agreement shall be works for hire and shall become the sole property of the Client. Said works cannot be used for any other client or purposes without the Client's expressed written permission. The Client shall have all right, title and interest in said matters, including the right to obtain and maintain the copyright, trademark, and/or patent of said matters in the name of the Client. Ferrilli shall reserve the right to provide similar services or solutions to other clients to the extent that (a) Client does not exercise its rights to copyright, trademark and/or patent any of the said matter; or (b) such similar services do not use the Client's work product from the scope of work of this agreement; or (c) such similar services or solutions do not use the Client's valid copyrighted, trademarked, patented, or confidential materials.

#### **13. Worker's Compensation Insurance**

Ferrilli agrees to procure and maintain in full force and effect worker's compensation insurance covering its partners, employees and agents while said persons are performing services pursuant to this Agreement. In the event that an employee of Ferrilli performing this Agreement files a worker's compensation claim against the Client, Ferrilli agrees to defend and hold the Client harmless from such claim.

#### **14. Cyber Insurance**

Ferrilli maintains cyber insurance for services it provides pursuant to this Agreement. Client shall be entitled to review the current policy coverage terms and limits upon request.

#### **15. Nondiscrimination in Employment**

Ferrilli maintains a written policy against unlawful discrimination in employment because of race, color, religious creed, national origin, ancestry, physical handicap, marital status, or gender.

#### **16. Severability**

It is the intent and understanding of the parties hereto that if, in any action before any court or other tribunal of competent jurisdiction legally empowered to enforce this Agreement, any term, restriction, covenant, or promise is held to be unenforceable as a result of being unreasonable or for any other reason, then such term, restriction, covenant, or promise shall not thereby be terminated, but, that it shall be deemed modified to the extent necessary to make it enforceable by such court or other tribunal and, if it cannot be so modified, that it shall be deemed amended to delete therefrom such provision or portion adjudicated to be invalid or unenforceable, and this agreement shall be deemed to be in full force and effect as so modified and such modification or amendment in any event shall apply only with respect to the operation of this Agreement in the particular jurisdiction in which such adjudication is made.

#### **17. Waiver**

No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in a writing executed by Client and Ferrilli.

#### **18. Non-Solicitation**

During the term of this Agreement, and for a period of six (6) months thereafter, the Client will not solicit for employment any employees of Ferrilli or its affiliates who, within six (6) months prior to such solicitation: (a) directly performed under this Agreement, (b) had substantial contact with the hiring party in relation to this Agreement, or (c) the hiring party became aware of due to, or derived from information learned through the performance of, this Agreement. For this purpose, "solicitation" does not include contact resulting from indirect means such as public advertisement, placement firm searches or similar means not directed specifically at the employee to which the employee responds on his or her own initiative. Notwithstanding the foregoing, either party may at any time, directly or indirectly, solicit and hire any employee of the other party if such employee did not resign but was terminated by the other party. Ferrilli will have the right to seek and recover direct damages from the Client for breach of this provision, including costs of suit and attorney's fees.

**19. Entire Agreement**

This agreement contains the entire agreement between the parties hereto, and supersedes any and all other agreements heretofore made.

<b>Job Name</b>	Continuing Ed Grant and Scholarship Packaging
<b>Institution</b>	Galveston College
<b>Contract Contact</b>	Meghann Nash
<b>Job Contact</b>	Meghann Nash
<b>Hereafter referred to as "Client"</b>	

<b>Assigned Consultant</b>	TBD
<b>Scheduled Dates:</b>	Dates will be scheduled upon signature of proposal and availability.
<b>Account Manager:</b>	Ashleigh Mayer
<b>Account Manager Phone:</b>	(610) 340-3172

**Summary of Needs:**

Galveston College has requested Ferrilli's assistance with configuring Colleague to allow for autopackaging of awards for Continuing Education students.

**Scope of Work:**

A Ferrilli consultant will:

- Configure Colleague Autopackager for Continuing Education students

- Create packaging groups, definitions and assignment rules for CE Students
  - Create Budget components and assignment rules for CE students
  - Review awards to be evaluated for autopackager
  - Create eligibility criteria rules
  - Create transmittal rules
  - Create saved list selection criteria
  - Test and debug processes
  - Work with Galveston staff to move approved configurations to Production
- Provide configuration and process documentation
  - Provide Training on maintenance and processes

**Approach/Methodology:**

Ferrilli will assign an experienced Project Coordinator to plan and oversee all Ferrilli team activities throughout the project and ensure close coordination with the Galveston College leadership and team. The Ferrilli PM will:

- Develop the project plan and schedule.
- Ensure the various components of project work are effectively assigned, communicated, and delivered according the scope of work.
- Ensure all work products and deliverables are tracked, delivered and signed off.

**Deliverables:**

- Configuration updates to support autopackaging for Continuing Education students
- Documentation of configuration and supporting processes
- Training for staff on maintenance and process

**Client Responsibilities:**

Client will provide:

- Access to necessary systems including a recently cloned Test or Development Colleague environment with Colleague Studio access
- Timely access to FA Staff discussion of configuration specifications
- Timely access to FA staff for testing and training

**Scope Exclusions:**

This scope will allow for autopackaging of students only enrolled in Continuing Education classes. Students enrolled in regular student programs also taking Continuing Education classes will not be able to be autopackaged due to technical limitations in Colleague.

If custom code is needed (computed columns, subroutines) it may be necessary to execute a change order for additional hours.

**Location of Work:**

Remote

**Pricing:**

**Hourly Rate: \$205.00\***

**Estimated Number of Hours: 160**

**Total: \$32,800.00**

Plus travel and expenses

\*Ferrilli's normal rate is \$250/hour

- 1. All prices shall be held open for [30] days.**
- 2. All orders are subject to the terms and conditions included with this job order.**
- 3. Job order effective upon receipt of signed acceptance by client.**

For Ferrilli:

A handwritten signature in black ink, appearing to read 'R. Ferrilli', is positioned above the typed name.

Robert Ferrilli, President

Date: 2024-04-22

**Accepted as to job order and terms and conditions.**

Signature

Presented to:

Galveston College

March 07, 2025, 11:26:35 AM

Accepted by:

---

**Printed Name**

---

**Signed Name**

---

**Title**

---

**Date**

Consider Approval of Contract for Disaster Restoration and Recovery Services

Since the College is located on Galveston Island, it is vulnerable to natural and man-made disasters such as hurricanes, tornadoes, floods, fires, etc.; therefore, a disaster restoration and recovery service is needed on an on-call basis. The contract would be a “requirements contract,” with no quantities guaranteed. There would be no retainer paid in order to keep the contract in effect. The contract is based on “as-needed” services in the event of a disaster-generated event, and charges would be determined by an itemized list of services and equipment with a preset cost rate.

Staff is requesting Board approval of the disaster restoration and recovery services contract for one year with Cotton Commercial USA, Inc. 5443 Katy Hockley Cut-off Road, Katy, Texas, using the Choice Partners contract 24/002TC-3. The current contract expires June 01, 2025, at that time the Choice Partners contract will be in effect until September 19, 2026

The source of funding for contract-related expenses (if incurred) is the Education and General Fund budget. If incurred, expenditures for these services are expected to be in excess of \$50,000, which requires Board approval. Staff will notify the Board of Regents if the total for the year exceeds \$50,000.



**Exhibit "A" 2024 Rate Schedule for Non-FEMA-funded Projects HCDE/CP CSP #24/002TC**

**I. The rates below, which include Cotton overhead and profit, will be used to price mitigation, emergency preparedness and response and recovery activities work as described in the RFP for non-FEMA and non-federally-funded projects. No restoration, reconstruction, or construction work shall be performed under this Contract, as Cotton failed to include a coefficient for job order contracting pricing in its response to the RFP. The time-and-materials pricing shall be used only for mitigation work; any time-and-materials type contract must include a ceiling/not-to-exceed price that Cotton exceeds at its own risk unless otherwise agreed upon in a mutually executed change order. Personnel Labor Rates:**

The personnel labor classification ("Classifications") and the classification hourly rates listed below ("Classification Hourly Rates") apply to any and all personnel engaged to fulfill the terms of the Agreement, these personnel may include but are not limited to the full time employees of Cotton Commercial USA, Inc. ("Cotton"), temporary hires employed directly by Cotton, any personnel secured through subcontracted labor, or any personnel subcontracted by Cotton that falls into the labor categories below. Rates stated below are per person per hour.

<b><u>A. Classification - Management</u></b>	<b><u>Classification Hourly Rates</u></b>	<b><u>Classification Hourly Rates</u></b>	<b><u>Classification Hourly Rates</u></b>
Project Consultant (PCS)	\$150.00	Project Accountant (PA)	\$83.50
Project Coordinator (PC)	\$130.00	Assistant Project Manager (APM)	\$84.50
Project Manager (PM)	\$100.00	Project Administrative (PAA)	\$55.00
Health & Safety Officer (HSO)	\$95.00		
<b><u>Classification - Restoration</u></b>			
Drying / Equipment Technician (DET)	\$65.00	Biohazard, Trauma, Forensic Supervisor (BTFS)	\$115.00
Equipment Operator (EO)	\$86.00	Biohazard, Trauma, Forensic Technician (BTFT)	\$85.00
Restoration Supervisor (RS)	\$68.50	Biohazard, Trauma, Forensic Labor (BTFL)	\$70.00
Resource Coordinator (RC)	\$58.00	Certified Asbestos / Lead Supervisor (AS)	\$80.00
Restoration Technician (RT)	\$57.00	Certified Asbestos Technician / Worker (AT)	\$70.00
General Labor (GLE) - (Experienced with Cotton Operations)	\$46.50	Mold Remediation Worker (MRW)	\$63.00
General Labor (GL)	\$41.00		

**B. Labor Considerations / Provisions:**

1. All scheduled rates are per the first 40 hours worked in a week, based on a seven (7) day work week (Monday-Sunday). All hours worked in excess of 40 hours in a week will be billed at (1.5) times the normal rate schedule. Commencement of any new project Friday after 5:00PM is subject to 1.5 times normal rates. All hours will reset on Monday and subject to our normal hourly rates.
2. All holidays recognized by Cotton Commercial USA, Inc. (" Cotton ") will be billed at (2) times the normal billing rates. Recognized holidays are New Years, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, and Christmas. If applicable federal state, or local law requires recognition of holidays other than those recognized by Cotton, those additional holidays will be billed at (2) times the normal billing rate.
3. Cotton response personnel who are placed on stand-by by the Customer, either on site or at an offsite location, who remain dedicated exclusively to the Customer, will be billed at full rates for a minimum of four (4) hours per day. Lodging and per diem rates will also be billed for all personnel placed on stand-by.
4. Cotton reserves the right to adjust the pricing of all labor based on inflation and market conditions as outlined in the CSP #24/002TC.
5. Travel time for personnel shall be billed to the contract at the scheduled rates. Project Consultants will be billed at 1/2 their rate.
6. The scheduled rates and provisions in Exhibit A ( Rate Schedule), take into account Cotton's standard wage rates and overtime compensation practices paid to project workers.
7. Cotton reserves the right to mobilize one or more qualified safety officers to any emergency response project to oversee site safety. The quantity of safety officers mobilized to a project will be dependent on the scope of work to be performed and the necessity for safety personnel in each work location or zone. Safety officers will remain on site and work with response personnel for the duration of the project or until is mutually agreed upon by Cotton Management and authorized Customer Representatives that these services are no longer required.
8. Under certain circumstances, Cotton may need to engage additional specialized personnel in the categories not reflected in the categories above. Cotton will charge for these specialized personnel based the cost plus 30%.

**II. EXPENSES/REIMBURSABLE**

**A. UNSCHEDULED / SPECIALTY WORK:**

For any trade or service which Cotton does not provide or which is not scheduled in this Rate Schedule, the amount invoiced will be billed at cost plus 10% overhead and 10% profit.

**B. TRAVEL, LODGING AND PER DIEM**

Cotton shall be compensated for costs incurred for travel, lodging and per diem costs (" Incidental Costs ") for all workers assigned to the project. All Incidental Costs will be billed at actual cost plus 10% overhead and 10% profit added.

Customer Initials: \_\_\_\_\_ Cotton Initials: \_\_\_\_\_



**Exhibit "A" 2024 Rate Schedule for Non-FEMA-funded Projects HCDE/CP CSP #24/002TC**

*If actual costs cannot be determined for any reason, such Incidental Costs shall be determined in accordance with the rates set by the United States General Services Administration, the Department of Defense, or the State Department, plus 10% overhead and 10% profit added. Standard Per Diem reimbursement is \$45.00. Due to regional costs, there will be a \$60.00 per diem rate paid to employees for projects in following states including but not limited to New York, New Jersey, Connecticut, Rhode Island, Massachusetts, New Hampshire, Nevada, Oregon, Washington, California, Maine, and Washington D.C. If it is necessary to use multiple hotels to house project personnel during a declared State of Emergency, Cotton will use the average nightly rate of up to three hotels that house project personnel (Cotton and/or subcontractors). The full average nightly rate will be charged for single occupancy and 50% of the average nightly rate per person will be charged for double occupancy.*

**C. FREIGHT / TRANSPORTATION FEE'S**

*Cotton shall be compensated for costs incurred for the transportation of equipment and materials to the site of work and for the transportation back of equipment and any remaining supplies and materials, upon completion of the work. All such costs shall be billed at actual cost plus 10% overhead and 10% profit mark-up thereon.*

**D. TAXES AND PERMITS**

*The rates contained in this schedule are exclusive of federal, state and local sales or use taxes, consumptions taxes, gross receipts tax, valued-added taxes, transaction taxes, turnover taxes, good and services taxes, or any other taxes that are similar to indirect tax in nature ("Taxes") and any applicable federal, state or local approval, consent, permit, license and/or order fees ("Fees") incidental to performance of the work. Cotton shall be reimbursed for all such Taxes and Fees incurred with respect to the project.*

**III. DOCUMENT RESTORATION SERVICES**

*Document drying costs will be determined per job for the following factors:*

- Nature of Damage*
- Moisture Saturation*
- Degree of Char / Soot Residue*
- Mold / Mildew / Infestation*
- Smoke Odor*
- Deodorization Requirements*
- Contamination Factors include Debris, Sewage, and/or Hazardous Materials*

Document Remediation Provision:

*Labor, equipment, materials and other costs incurred in connection with document remediation will be billed in accordance with the appropriate schedules and provisions contained in the exhibit.*



**EXHIBIT A**  
**Rate Schedule (cont.)**

**Equipment Description**

<u>Equipment Description</u>	<u>Unit</u>	<u>Daily</u>
Air Compressor	Ea	\$ 75.00
Air Scrubber(HEPA) - Small (<1000 cfm)	Ea	\$ 125.00
Air Scrubber(HEPA) - Large (1001-2000 cfm)	Ea	\$ 145.00
Barricade Fencing (One Time Charge)	Ft	\$ 1.25
Blower (Gas Powered)	Ea	\$ 38.00
Cart, Tilt / Demolition	Ea	\$ 30.00
Chainsaw	Ea	\$ 52.00
Electrical - 100 Amp Distro Panel	Ea	\$ 125.00
Electrical - 200 Amp Distro Panel	Ea	\$ 180.00
Electrical - 50 Amp Spider Box	Ea	\$ 75.00
Electrical - 25' Spider box cable	Ea	\$ 40.00
Electrical - 50' Spider box cable	Ea	\$ 55.00
Electrical - 100' Spider box cable	Ea	\$ 70.00
Extraction Unit (Carpet Cleaning)	Ea	\$ 200.00
Extraction Unit (Electric)	Ea	\$ 180.00
Extraction Unit (Gas Powered)	Hr	\$ 295.00
Extraction Unit, Portable (Gas Powered)	Ea	\$ 300.00
Extension Poles (Pair)	Ea	\$ 15.00
Eye Wash Station	Ea	\$ 28.00
Fall Protection (harness w/ lanyard and life line, excludes pulley)	Ea	\$ 29.00
Filter, Secondary HEPA Diffusers	Ea	\$ 50.00
Flex Duct (Includes T's and Y's)	Ft	\$ 1.00
Floor Buffer	Ea	\$ 75.00
Floor Cleaner / Stripper / Burnisher (Walk Behind)	Ea	\$ 265.00
Fogger, Thermal (Gas Powered)	Ea	\$ 95.00
Fogger, ULV / Thermal (Electric)	Ea	\$ 30.00
Four Gas Meter	Ea	\$ 79.50
Fuel Cell/Tank (Truck Mounted or Stand Alone)	Ea	\$ 90.00
Furniture Blanket	Ea	\$ 8.00
Gang Box(Misc. Power Tools)	Ea	\$ 67.50
Generator (less than 10 kw)	Ea	\$ 175.00
Generator 60 - 65 kw	Ea	\$ 535.00
Hard Panel Containment System	Ft	\$ 9.00
HVAC Cleaning System (Portable)	Ea	\$ 425.00
HVAC Video Inspection System	Ea	\$ 255.00
Hydroxyl / Ozone Deodorization Machine	Ea	\$ 200.00
Ladder(Less than 12')	Ea	\$ 9.00
Ladder(Greater or Equal to 12')	Ea	\$ 26.50
Light, Demo / Drop / Stand / String	Ea	\$ 29.50
Light, Tower	Ea	\$ 200.00
Lumber - 2" x 4" (One Time Charge)	Ft	\$ 0.95
Lumber - Plywood 1/2" (4' x 8' sheet)(One Time Charge)	Ea	\$ 53.00
Lumber - Plywood 3/4" (4' x 8' sheet)(One Time Charge)	Ea	\$ 80.00
Manometer, Recording Differential Pressure	Ea	\$ 95.00
Mobile Containment Cube (HEPA Filtered )	Ea	\$ 225.00
Moisture Survey - IR Camera	Ea	\$ 130.00
Moisture Survey - Moisture Meter	Ea	\$ 29.00
Offsite Disposal Fee	Ea	\$ 135.00
Particle Counter	Ea	\$ 225.00

**Equipment Description**

<u>Equipment Description</u>	<u>Unit</u>	<u>Daily</u>
PPE Package A (3 or less)	Ea	\$ 9.50
PPE Package B (4 or more)	Ea	\$ 15.50
Pump, Sump (2" or less Electric)	Ea	\$ 35.00
Pump, Submersible (3" Electric)	Ea	\$ 248.00
Pump, Trash (3" or Less)	Ea	\$ 95.00
Radio, 2 way – Job site comm.	Ea	\$ 24.00
Respirator Protection (Half/Full Face)	Ea	\$ 25.00
Respirator Protection (PAPR/SCBA)	Ea	\$ 85.00
Saw - Kett (Includes Blades)	Ea	\$ 55.00
Scaffolding - Baker's 6'	Ea	\$ 35.00
Shower Kit for Decontamination Chamber	Ea	\$ 135.00
Sprayer, Airless	Ea	\$ 175.00
Sprayer, Electrostatic	Ea	\$ 165.00
Sprayer, Pump	Ea	\$ 8.00
Trailer - Flatbed, Cargo	Ea	\$ 195.00
Trailer - Command / Office	Ea	\$ 650.00
Trailer - Fuel (refueling trailer)	Ea	\$ 375.00
Trash Can	Ea	\$ 8.50
Truck - Box Truck	Ea	\$ 195.00
Truck - Pickup (3/4 Ton)	Ea	\$ 120.00
Truck - Pulling/Tractor	Ea	\$ 305.00
Utility Terrain Vehicle - (UTV)	Ea	\$ 185.00
Vacuum, Anti-Static	Ea	\$ 105.00
Vacuum, HEPA	Ea	\$ 90.00
Vacuum, Wet/Dry	Ea	\$ 25.00
Van, Cargo/Passenger	Ea	\$ 160.00
Vehicle, Truck/Car	Ea	\$ 105.00
Washer, High Pressure (Cold)	Ea	\$ 125.00
Washer, High Pressure (Hot)	Ea	\$ 205.00
Washer, Trailer Mounted	Ea	\$ 450.00

**Drying Equipment Description**

<u>Drying Equipment Description</u>	<u>Unit</u>	<u>Daily</u>
Air Mover / Axial Fan	Ea	\$ 32.50
Injection Drying System	Ea	\$ 275.00
Air Blower, Industrial High CFM	Ea	\$ 85.00
Dehumidifier Refrigerant - LG (<125 ppd)	Ea	\$ 130.00
Dehumidifier Refrigerant - XL (>=125 ppd)	Ea	\$ 155.00
Dehumidifier Refrigerant - XXL (>170 ppd)	Ea	\$ 180.00
Desiccant Dehumidifier 150-499 CFM	Ea	\$ 280.00
Desiccant Dehumidifier 500-999 CFM	Ea	\$ 435.00
Desiccant Dehumidifier 1000-2999 CFM	Ea	\$ 1,125.00
Desiccant Dehumidifier 3000-4499 CFM	Ea	\$ 1,350.00
Desiccant Dehumidifier 4500-6000 CFM	Ea	\$ 1,650.00
Desiccant Dehumidifier 6001-9999 CFM	Ea	\$ 2,050.00
Desiccant Dehumidifier 10000-11999 CFM	Ea	\$ 2,550.00
Desiccant Dehumidifier 12000-15000 CFM	Ea	\$ 3,850.00
Air Conditioner - 1 - 2 ton - Portable	Ea	\$ 275.00
Air Conditioner - 20 - 30 ton	Ea	\$ 1,250.00
Heater - Portable Electric - Small 110V	Ea	\$ 75.00

**Equipment Rental Considerations:**

**1. Unscheduled Rental Equipment**

For equipment not listed that is rented for the project by Cotton the rate invoiced to the Customer will be the rate charged to Cotton plus 10% overhead and 10% profit.

**2. Unscheduled Purchased Equipment**

If special equipment not listed above is purchased for the project, the daily rental will be 5% of the purchase price.

3. If Cotton has offered weekly and/or monthly discounted equipment rates, the customer acknowledges and agrees that Cotton's discounted rates are offered contingent upon the relevant invoice being paid in full in accordance with the payment terms in the Agreement.

**4. Scheduled Rental Equipment**

Under certain circumstances, Cotton may need to rent equipment listed on the Rate Schedule. If the rental for this equipment exceeds our listed price, Cotton will charge the rental rate plus 10% overhead and 10% profit. Listed equipment rates shall apply whether company owned or procured through a third party.

**5. Cotton Supplied Small Tools Charge**

A "Small Tools" charge of 3% is calculated based upon the total billable amount of labor. The following "small tools" list includes but is not limited to: Adj.

Wrench, Crow Bar, Pry Bar, Bolt Cutters, Broom (Corn, Street, Push), Paint Brush/Roller, Buckets, Bulb (Demo Light), Chain, Chalk and Chalk Line, Dolly (Floor), Drill Bit Set, Extension Cord/3-Way, Fuel Can, Funnel, Fire Extinguisher, Hammer Carpenter/Sledge, Flashlight, Hand Truck, Ice Chest, Tie/Cord/ Twine for lay flat, Floor Scraper, Lockout Tagout Kit, Pallet Jacks, Rake(Leaf/Garden), SDS book, Dust Pan, Putty Knife, Hand Saw, Hack Saw, Scissors, First Aid Kit, Sheet Metal Shears, Shovel (Scoop, Spade, Square), Siphon Pump, Socket Set, Squeegee (Floor/ Window), Staple Gun, Tape Gun, Washhub, Utility Knife, Unger Pole w/ Fixi Clamp, Water Cooler, Screw Drivers, Water Hose.

**6. PPE Package Items**

Hard Hat, Safety Glasses, Face Shield, Back Brace, Knee Brace, Rubber/Work Boots, Chainsaw Chaps, Ear Protection or Safety Vest.

**7. Weekly Rental Rates - Equipment**

Equipment(LGR Dehumidifiers, Air Scrubbers, HEPA Vacuums, and Air Movers) will be calculated at (5) billable days equals week - (20) billable days equals (1) month. Consumable's associated with specified equipment will be billed separately (i.e. filters, fuel, etc.).

8. Cotton reserves the right to adjust the pricing of all equipment based on inflation and market conditions as outlined in the **CSP #24/002TC**.



**Exhibit A**  
**Rate Schedule (cont.)**

**Consumables**

<u>Chemical Description</u>	<u>Unit</u>	<u>Rate</u>	<u>Material Description</u>	<u>Unit</u>	<u>Rate</u>
Alcohol, Isopropyl	Gal	\$ 55.21	Ducting, 20" Lay flat (6 mil)	Ft	\$ 1.50
Carpet, Cleaner / Deodorizer	Gal	\$ 25.98	Ducting, 18" Lay flat (6 mil)	Ft	\$ 1.25
Carpet, Defoamer	Gal	\$ 71.45	Ducting, 12" Lay flat (6 mil)	Ft	\$ 1.00
Cleaner, Glass	Gal	\$ 19.49	Ducting, 8" Lay flat (6 mil)	Ft	\$ 0.75
Cleaner, Glass Spray	Ea	\$ 10.85	Filter, Pre Filter for HEPA Vacuum	Ea	\$ 12.99
Degreaser, Light Duty	Gal	\$ 32.93	Filter, HEPA for Hepa Vacuum	Ea	\$ 442.38
Degreaser, Heavy Duty	Gal	\$ 58.46	Filter, Collection bag for HEPA Vacuum	Ea	\$ 10.83
Deodorizing Gel / Block	Ea	\$ 73.61	Filter, Rolled Material	Sf	\$ 3.22
Deodorizing Liquid	Gal	\$ 86.60	Filter, Pleated for Neg Air Machine	Ea	\$ 24.36
Deodorizing Odor Crystals	Gal	\$ 112.58	Filter, Pre Filter for Neg Air Machine	Ea	\$ 2.33
Disinfectant / Biocide / Sporicide	Gal	\$ 74.95	Filter, Charcoal for Neg Air Machine	Ea	\$ 34.64
Disinfectant / Biocide Tablet	Ea	\$ 1.44	Filter, HEPA for Neg Air Machine	Ea	\$ 335.83
Disinfectant / Bleach	Gal	\$ 12.45	Filter, Dehumidifier	Ea	\$ 13.40
Floor Stripper	Gal	\$ 69.28	Floor Protectant, Ram Board	RI	\$ 119.08
Floor Wax	Gal	\$ 80.11	Furniture Blocks	Bx	\$ 114.75
Ice Melt - Granular	Lb	\$ 1.50	Furniture Pads	Bx	\$ 184.03
Remover - Goof Off	Ea	\$ 98.20	Gloves, Cut Resistant	Pr	\$ 14.51
Remover - Carpet / Mastic	Gal	\$ 36.81	Gloves, Surgical Latex / Nitrile	Bx	\$ 32.48
Thermo Fog	Gal	\$ 177.53	Gloves, Work / Rubber / Leather	Pr	\$ 4.22
Furniture Polish	Ea	\$ 14.43	Inventory Tags	Bx	\$ 46.55
<i>Lubricant, Machinery</i>			Mop Heads	Ea	\$ 8.40
Preserver - Light	Gal	\$ 51.61	Pads, Floor Buffer - Round	Ea	\$ 10.85
Long Term Preserver - Heavy	Gal	\$ 64.10	Pads, Floor Buffer - Rectangle	Ea	\$ 32.35
Stainless Steel Cleaner	Ea	\$ 17.14	Plastic FR Sheeting - Cordek	Ea	\$ 75.78
Sealant - Encapsulant, Asbestos	Gal	\$ 16.67	Plastic Sheeting (20' x 100') 4 mil	RI	\$ 119.08
Sealant - Encapsulant, Duct	Gal	\$ 95.26	Plastic Sheeting (20' x 100') - 6 mil FR	RI	\$ 281.45
Sealant - Encapsulant, Odor	Gal	\$ 84.86	Painters Plastic	RI	\$ 55.00
Sealant - Encapsulant, Antifungal	Gal	\$ 166.71	Poly Hangers	Ea	\$ 6.93
Spray Adhesive	Ea	\$ 9.20	Respirator Cartridge	Ea	\$ 22.73
Wood Cream	Qt	\$ 35.00	Scrub Pads / Sponge	Ea	\$ 3.50
<i>HVAC</i>			Sleeves, Cut Resistant	Pr	\$ 19.49
Cleaner, HVAC Coil	Gal	\$ 86.60	Sponges, Soot Removal	Ea	\$ 2.77
Lock Tight / Air Lock (grey)	1/2 Gal	\$ 75.68	Spray Bottle w/ Trigger	Ea	\$ 5.41
Pre - Filter for HVAC Negative Air Machine	Ea	\$ 27.93	Sticky Mats 18" x 36" (30 Pads)	Ea	\$ 27.60
Cube(Secondary) Filter for HVAC Negative Air Machine	Ea	\$ 68.20	Tape, Asbestos(Danger)	RI	\$ 25.00
Precut Sheet Metal up to 24" x 24"	Ea	\$ 45.42	Tape, Caution	RI	\$ 18.40
			Tape, Duct(Teal)	RI	\$ 16.42
			Tape, Duct(Grey/White)	RI	\$ 11.91
			Tape, Double Sided (Containment)	RI	\$ 34.64
			Tape, Blue / painters	RI	\$ 14.94
			Tape, HVAC (Aluminum)	RI	\$ 47.63
			Tape, Box (Clear)	RI	\$ 7.14
			Tape, Box (Brown)	RI	\$ 16.24
			Tape, Preservation	RI	\$ 30.31
			Tarps	Sf	\$ 0.26
			Tyvek Suits - General / Mold / Dust	Ea	\$ 11.26
			Tyvek Suits - Chemical / Forensic	Ea	\$ 23.60
			Wipes, Cotton Cloth	Lb	\$ 5.45
			Wipes, Microfiber (25 Wipes)	Pkg	\$ 35.18
			Wipes, Lint Free / Anti Static	Pkg	\$ 36.81
			Wrap, Bubble / Anti Static(Small)	RI	\$ 281.45
			Wrap, Bubble / Anti Static(Large)	RI	\$ 107.32
			Wrap, Shrink	RI	\$ 54.13
			Zippers	Ea	\$ 13.53

**Material Description**

<u>Material Description</u>	<u>Unit</u>	<u>Rate</u>
Bags, Trash	RI	\$ 35.93
Bags, Trash Environmental - 6ml	RI	\$ 184.03
Brown Paper	RI	\$ 114.75
Boot / Shoe Covers	Pr	\$ 1.75
Box, Book / Freeze Dry	Ea	\$ 4.22
Box, Dish Pack	Ea	\$ 7.04
Box, Picture	Ea	\$ 18.60
Box, Wardrobe	Ea	\$ 42.00
Carpet mask 36" x 500'	RI	\$ 255.36
Containment Boom	Ea	\$ 46.00
Brush, Wire	Ea	\$ 5.41
Brush, Grout	Ea	\$ 2.38
Brush, Long Handle / Scrub	Ea	\$ 14.07
Disposable Decontamination Chamber (Per room)	Ea	\$ 192.33
Dust Mask	Ea	\$ 4.55

**Material Rate Considerations:**

- Unscheduled Materials  
For materials not listed above, that are purchased for the project by Cotton, the rate invoiced to the Customer will be the rate charged to Cotton plus 10% overhead and 10% profit.
- The foregoing prices shall be applied to all materials listed above that are utilized in the performance of the work whether shipped to the site from Cotton inventory, shipped directly to the site from Cotton's source, or purchased locally by Cotton.
- Cotton reserves the right to adjust the pricing of all materials and consumables based on inflation and market conditions as outlined in the **CSP #24/002TC**.



**Exhibit "A" 2024 Rate Schedule for FEMA-funded Projects HCDE/CP CSP #24/002TC**

The rates below, which include Cotton overhead and profit, will be used to price mitigation, emergency preparedness and response and recovery activities work as described in the RFP for FEMA-funded projects. No reconstruction, or construction work shall be performed under this Contract, as Cotton failed to include a coefficient for job order contracting pricing in its response to the RFP. The time-and-materials pricing shall be used only for mitigation work; any time-and-materials type contract must include a ceiling/not-to-exceed price that Cotton exceeds at its own risk unless otherwise agreed upon in a mutually executed change order. Cotton also agrees that, if a time-and-materials contract is used, the purchasing CP member will assert a high degree of oversight in order to obtain reasonable assurance that Cotton is using efficient methods and effective cost controls, and Cotton agrees to fully cooperate with such oversight measures. 2 CFR § 200.318(j).

"Cost plus a percentage of cost" or "percentage of construction cost" methods of contracting are prohibited under the Federal procurement standards and are ineligible for FEMA funding. 2 CFR § 200.324(d). Notwithstanding any provision herein to the contrary, in the event a CP member uses this Contract with Cotton for potential FEMA-eligible funding, no "cost plus a percentage of cost" or "percentage of construction cost" methods of contracting shall be used.

**I. Personnel Labor Rates:**

The personnel labor classification("Classifications") and the classification hourly rates listed below ("Classification Hourly Rates") apply to any and all personnel engaged to fulfill the terms of the Agreement, these personnel may include but are not limited to the full time employees of Cotton Commercial USA, Inc. ("Cotton"), temporary hires employed directly by Cotton, any personnel secured through subcontracted labor, or any personnel subcontracted by Cotton that falls into the labor categories below. Rates stated below are per person per hour.

<b>A. <u>Classification - Management</u></b>	<b><u>Classification Hourly Rates</u></b>		<b><u>Classification Hourly Rates</u></b>
Project Consultant (PCS)	\$150.00	Project Accountant (PA)	\$83.50
Project Coordinator (PC)	\$130.00	Assistant Project Manager (APM)	\$84.50
Project Manager (PM)	\$100.00	Project Administrative (PAA)	\$55.00
Health & Safety Officer (HSO)	\$95.00		
 <b><u>Classification - Restoration</u></b>			
Drying / Equipment Technician (DET)	\$65.00	Biohazard, Trauma, Forensic Supervisor (BTFS)	\$115.00
Equipment Operator (EO)	\$86.00	Biohazard, Trauma, Forensic Technician (BTFT)	\$85.00
Restoration Supervisor (RS)	\$68.50	Biohazard, Trauma, Forensic Labor (BTFL)	\$70.00
Resource Coordinator (RC)	\$58.00	Certified Asbestos / Lead Supervisor (AS)	\$80.00
Restoration Technician (RT)	\$57.00	Certified Asbestos Technician / Worker (AT)	\$70.00
General Labor (GLE) - (Experienced with Cotton Operations)	\$46.50	Mold Remediation Worker (MRW)	\$63.00
General Labor (GL)	\$41.00		

**B. Labor Considerations / Provisions:**

1. All scheduled rates are per the first 40 hours worked in a week, based on a seven (7) day work week (Monday-Sunday). All hours worked in excess of 40 hours in a week will be billed at (1.5) times the normal rate schedule. Commencement of any new project Friday after 5:00PM is subject to 1.5 times normal rates. All hours will reset on Monday and subject to our normal hourly rates.
2. All holidays recognized by Cotton Commercial USA, Inc. (" Cotton ") will be billed at (2) times the normal billing rates. Recognized holidays are New Years, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, and Christmas. If applicable federal state, or local law requires recognition of holidays other than those recognized by Cotton, those additional holidays will be billed at (2) times the normal billing rate.
3. Cotton response personnel who are placed on stand-by by the Customer, either on site or at an offsite location, who remain dedicated exclusively to the Customer, will be billed at full rates for a minimum of four (4) hours per day. Lodging and per diem rates will also be billed for all personnel placed on stand-by.  
  
Cotton reserves the right to adjust the pricing of all labor based on inflation and market conditions as outlined in the CSP #24/002TC.
4. Travel time for personnel shall be billed to the contract at the scheduled rates. **Project Consultants will be billed at 1/2 their rate.**
5. The scheduled rates and provisions in Exhibit A ( Rate Schedule), take into account Cotton's standard wage rates and overtime compensation practices paid to project workers.
6. Cotton reserves the right to mobilize one or more qualified safety officers to any emergency response project to oversee site safety. The quantity of safety officers mobilized to a project will be dependent on the scope of work to be performed and the necessity for safety personnel in each work location or zone. Safety officers will remain on site and work with response personnel for the duration of the project or until is mutually agreed upon by Cotton Management and authorized Customer Representatives that these services are no longer required.

**II. EXPENSES / REIMBURSABLE**

**A. UNSCHEDULED / SPECIALTY WORK:**

If a specific need for a particular trade or service, which Cotton USA does not provide or is unable to provide, for the project, the amount invoiced will be billed at cost and a management and oversight fee in accordance with the following fixed fee pricing:



**Exhibit "A" 2024 Rate Schedule for FEMA-funded Projects HCDE/CP CSP #24/002TC**

<b>THIRD PARTY COST RANGES</b>	<b>NOT TO EXCEED FIXED PRICING</b>
\$0 - \$50,000	Up to \$10,000
\$50,001 - \$100,000	Up to \$20,000
\$100,001 - \$250,000	Up to \$50,000
\$250,001 - \$500,000	Up to \$100,000
\$500,001 - \$750,000	Up to \$150,000
\$750,001 - \$1,000,000	Up to \$200,000
\$1,000,001 - \$2,000,000	Up to \$400,000
\$2,000,001 - \$3,000,000	Up to \$600,000
\$3,000,001 - \$4,000,000	Up to \$800,000
\$4,000,001 - \$5,000,000	Up to \$ 1,000,000
\$5,000,001 - \$10,000,000	Up to \$2,000,000

**B. TAXES AND PERMITS**

*The rates contained in this schedule are exclusive of federal, state and local sales or use taxes, consumptions taxes, gross receipts tax, valued-added taxes, transaction taxes, turnover taxes, good and services taxes, or any other taxes that are similar to indirect tax in nature ("Taxes") and any applicable federal, state or local approval, consent, permit, license and/or order fees ("Fees") incidental to performance of the work. Cotton shall be reimbursed for all such Taxes and Fees incurred with respect to the project.*

**III. DOCUMENT RESTORATION SERVICES**

*Document drying costs will be determined per job for the following factors:*

- Nature of Damage*
- Moisture Saturation*
- Degree of Char / Soot Residue*
- Mold / Mildew / Infestation*
- Smoke Odor*
- Deodorization Requirements*
- Contamination Factors include Debris, Sewage, and/or Hazardous Materials*

Document Remediation Provision:

*Labor, equipment, materials and other costs incurred in connection with document remediation will be billed in accordance with the appropriate schedules and provisions contained in the exhibit.*



**EXHIBIT A**  
**Rate Schedule (cont.)**

**Equipment Description**

<b><u>Equipment Description</u></b>	<b><u>Unit</u></b>	<b><u>Daily</u></b>
Air Compressor	Ea	\$ 75.00
Air Scrubber(HEPA) - Small (<1000 cfm)	Ea	\$ 125.00
Air Scrubber(HEPA) - Large (1001-2000 cfm)	Ea	\$ 145.00
Barricade Fencing (One Time Charge)	Ft	\$ 1.25
Blower (Gas Powered)	Ea	\$ 38.00
Cart, Tilt / Demolition	Ea	\$ 30.00
Chainsaw	Ea	\$ 52.00
Electrical - 100 Amp Distro Panel	Ea	\$ 125.00
Electrical - 200 Amp Distro Panel	Ea	\$ 180.00
Electrical - 50 Amp Spider Box	Ea	\$ 75.00
Electrical - 25' Spider box cable	Ea	\$ 40.00
Electrical - 50' Spider box cable	Ea	\$ 55.00
Electrical - 100' Spider box cable	Ea	\$ 70.00
Extraction Unit (Carpet Cleaning)	Ea	\$ 200.00
Extraction Unit (Electric)	Ea	\$ 180.00
Extraction Unit (Gas Powered)	Hr	\$ 295.00
Extraction Unit, Portable (Gas Powered)	Ea	\$ 300.00
Extension Poles (Pair)	Ea	\$ 15.00
Eye Wash Station	Ea	\$ 28.00
Fall Protection (harness w/ lanyard and life line, excludes pulley)	Ea	\$ 29.00
Filter, Secondary HEPA Diffusers	Ea	\$ 50.00
Flex Duct (Includes T's and Y's)	Ft	\$ 1.00
Floor Buffer	Ea	\$ 75.00
Floor Cleaner / Stripper / Burnisher (Walk Behind)	Ea	\$ 265.00
Fogger, Thermal (Gas Powered)	Ea	\$ 95.00
Fogger, ULV / Thermal (Electric)	Ea	\$ 30.00
Four Gas Meter	Ea	\$ 79.50
Fuel Cell/Tank (Truck Mounted or Stand Alone)	Ea	\$ 90.00
Furniture Blanket	Ea	\$ 8.00
Gang Box(Misc. Power Tools)	Ea	\$ 67.50
Generator (less than 10 kw)	Ea	\$ 175.00
Generator 60 - 65 kw	Ea	\$ 535.00
Hard Panel Containment System	Ft	\$ 9.00
HVAC Cleaning System (Portable)	Ea	\$ 425.00
HVAC Video Inspection System	Ea	\$ 255.00
Hydroxyl / Ozone Deodorization Machine	Ea	\$ 200.00
Ladder(Less than 12')	Ea	\$ 9.00
Ladder(Greater or Equal to 12')	Ea	\$ 26.50
Light, Demo / Drop / Stand / String	Ea	\$ 29.50
Light, Tower	Ea	\$ 200.00
Lumber - 2" x 4" (One Time Charge)	Ft	\$ 0.95
Lumber - Plywood 1/2" (4' x 8' sheet)(One Time Charge)	Ea	\$ 53.00
Lumber - Plywood 3/4" (4' x 8' sheet)(One Time Charge)	Ea	\$ 80.00
Manometer, Recording Differential Pressure	Ea	\$ 95.00
Mobile Containment Cube (HEPA Filtered )	Ea	\$ 225.00
Moisture Survey - IR Camera	Ea	\$ 130.00
Moisture Survey - Moisture Meter	Ea	\$ 29.00
Offsite Disposal Fee	Ea	\$ 135.00
Particle Counter	Ea	\$ 225.00

**Equipment Description**

<b><u>Equipment Description</u></b>	<b><u>Unit</u></b>	<b><u>Daily</u></b>
PPE Package A (3 or less)	Ea	\$ 9.50
PPE Package B (4 or more)	Ea	\$ 15.50
Pump, Sump (2" or less Electric)	Ea	\$ 35.00
Pump, Submersible (3" Electric)	Ea	\$ 248.00
Pump, Trash (3" or Less)	Ea	\$ 95.00
Radio, 2 way – Job site comm.	Ea	\$ 24.00
Respirator Protection (Half/Full Face)	Ea	\$ 25.00
Respirator Protection (PAPR/SCBA)	Ea	\$ 85.00
Saw - Kett (Includes Blades)	Ea	\$ 55.00
Scaffolding - Baker's 6'	Ea	\$ 35.00
Shower Kit for Decontamination Chamber	Ea	\$ 135.00
Sprayer, Airless	Ea	\$ 175.00
Sprayer, Electrostatic	Ea	\$ 165.00
Sprayer, Pump	Ea	\$ 8.00
Trailer - Flatbed, Cargo	Ea	\$ 195.00
Trailer - Command / Office	Ea	\$ 650.00
Trailer - Fuel (refueling trailer)	Ea	\$ 375.00
Trash Can	Ea	\$ 8.50
Truck - Box Truck	Ea	\$ 195.00
Truck - Pickup (3/4 Ton)	Ea	\$ 120.00
Truck - Pulling/Tractor	Ea	\$ 305.00
Utility Terrain Vehicle - (UTV)	Ea	\$ 185.00
Vacuum, Anti-Static	Ea	\$ 105.00
Vacuum, HEPA	Ea	\$ 90.00
Vacuum, Wet/Dry	Ea	\$ 25.00
Van, Cargo/Passenger	Ea	\$ 160.00
Vehicle, Truck/Car	Ea	\$ 105.00
Washer, High Pressure (Cold)	Ea	\$ 125.00
Washer, High Pressure (Hot)	Ea	\$ 205.00
Washer, Trailer Mounted	Ea	\$ 450.00

**Drying Equipment Description**

<b><u>Drying Equipment Description</u></b>	<b><u>Unit</u></b>	<b><u>Daily</u></b>
Air Mover / Axial Fan	Ea	\$ 32.50
Injection Drying System	Ea	\$ 275.00
Air Blower, Industrial High CFM	Ea	\$ 85.00
Dehumidifier Refrigerant - LG (<125 ppd)	Ea	\$ 130.00
Dehumidifier Refrigerant - XL (>=125 ppd)	Ea	\$ 155.00
Dehumidifier Refrigerant - XXL (>170 ppd)	Ea	\$ 180.00
Desiccant Dehumidifier 150-499 CFM	Ea	\$ 280.00
Desiccant Dehumidifier 500-999 CFM	Ea	\$ 435.00
Desiccant Dehumidifier 1000-2999 CFM	Ea	\$ 1,125.00
Desiccant Dehumidifier 3000-4499 CFM	Ea	\$ 1,350.00
Desiccant Dehumidifier 4500-6000 CFM	Ea	\$ 1,650.00
Desiccant Dehumidifier 6001-9999 CFM	Ea	\$ 2,050.00
Desiccant Dehumidifier 10000-11999 CFM	Ea	\$ 2,550.00
Desiccant Dehumidifier 12000-15000 CFM	Ea	\$ 3,850.00
Air Conditioner - 1 - 2 ton - Portable	Ea	\$ 275.00
Air Conditioner - 20 - 30 ton	Ea	\$ 1,250.00
Heater - Portable Electric - Small 110V	Ea	\$ 75.00

**Equipment Rental Considerations:**

- Unscheduled Rental Equipment**  
For equipment not listed that is rented for the project by COTTON the rate invoiced to the Customer will be the rate charged to COTTON and management and oversight fee in accordance with the below fixed fee schedule.
- Unscheduled Purchased Equipment**  
If special equipment not listed above is purchased for the project, the daily rental will be 5% of the purchase price.
- If Cotton has offered weekly and/or monthly discounted equipment rates, the customer acknowledges and agrees that Cotton's discounted rates are offered contingent upon the relevant invoice being paid in full in accordance with the payment terms in the Agreement.
- Scheduled Rental Equipment**  
Under certain circumstances, Cotton may need to rent equipment listed on the Rate Schedule. If the rental for this equipment exceeds our listed price, Cotton will charge the rental rate and management and oversight fee in accordance with the below fixed fee schedule. Listed equipment rates shall apply whether company owned or procured through a third party.
- Cotton Supplied Small Tools Charge**  
A "Small Tools" charge of \$10 per general laborer based upon each billable 8-hour work day. The following "small tools" list includes but is not limited to: Adj. Wrench, Crow Bar, Pry Bar, Bolt Cutters, Broom (Corn, Street, Push), Paint Brush/Roller, Buckets, Bulb (Demo Light), Chain, Chalk and Chalk Line, Dolly (Floor), Drill Bit Set, Extension Cord/3-Way, Fuel Can, Funnel, Fire Extinguisher, Hammer Carpenter/Sledge, Flashlight, Hand Truck, Ice Chest, Tie/Cord/Twine for lay flat, Floor Scraper, Lockout Tagout Kit, Pallet Jacks, Rake(Leaf/Garden), SDS book, Dust Pan, Putty Knife, Hand Saw, Hack Saw, Scissors, First Aid Kit, Sheet Metal Shears, Shovel (Scoop, Spade, Square), Siphon Pump, Socket Set, Squeegee (Floor/Window), Staple Gun, Tape Gun, Washtub, Utility Knife, Unger Pole w/ Fixi Clamp, Water Cooler, Screw Drivers, Water Hose.
- PPE Package Items**  
Hard Hat, Safety Glasses, Face Shield, Back Brace, Knee Brace, Rubber/Work Boots, Chainsaw Chaps, Ear Protection or Safety Vest.



7. Weekly Rental Rates - Equipment

Equipment(LGR Dehumidifiers, Air Scrubbers, HEPA Vacuums, and Air Movers) will be calculated at (5) billable days equals (1) week - (20) billable days equals (1) month. Consumable's associated with specified equipment will be billed separately (i.e. filters, fuel, etc.).

8. Cotton reserves the right to adjust the pricing of all equipment based on inflation and market conditions as outlined in the CSP #24/002TC.

THIRD PARTY COST RANGES	NOT TO EXCEED FIXED PRICING
\$0 - \$50,000	Up to \$10,000
\$50,001 - \$100,000	Up to \$20,000
\$100,001 - \$250,000	Up to \$50,000
\$250,001 - \$500,000	Up to \$100,000
\$500,001 - \$750,000	Up to \$150,000
\$750,001 - \$1,000,000	Up to \$200,000
\$1,000,001 - \$2,000,000	Up to \$400,000
\$2,000,001 - \$3,000,000	Up to \$600,000
\$3,000,001 - \$4,000,000	Up to \$800,000
\$4,000,001 - \$5,000,000	Up to \$ 1,000,000
\$5,000,001 - \$10,000,000	Up to \$2,000,000



**Exhibit A  
Rate Schedule (cont.)**

**Consumables**

**Chemical Description**

<b><u>Chemical Description</u></b>	<b><u>Unit</u></b>	<b><u>Rate</u></b>
Alcohol, Isopropyl	Gal	\$ 55.21
Carpet, Cleaner / Deodorizer	Gal	\$ 25.98
Carpet, Defoamer	Gal	\$ 71.45
Cleaner, Glass	Gal	\$ 19.49
Cleaner, Glass Spray	Ea	\$ 10.85
Degreaser, Light Duty	Gal	\$ 32.93
Degreaser, Heavy Duty	Gal	\$ 58.46
Deodorizing Gel / Block	Ea	\$ 73.61
Deodorizing Liquid	Gal	\$ 86.60
Deodorizing Odor Crystals	Gal	\$ 112.58
Disinfectant / Biocide / Sporicide	Gal	\$ 74.95
Disinfectant / Biocide Tablet	Ea	\$ 1.44
Disinfectant / Bleach	Gal	\$ 12.45
Floor Stripper	Gal	\$ 69.28
Floor Wax	Gal	\$ 80.11
Ice Melt - Granular	Lb	\$ 1.50
Remover - Goof Off	Ea	\$ 98.20
Remover - Carpet / Mastic	Gal	\$ 36.81
Thermo Fog	Gal	\$ 177.53
Furniture Polish	Ea	\$ 14.43
<b>Lubricant, Machinery</b>		
Preserver - Light	Gal	\$ 51.61
Long Term Preserver - Heavy	Gal	\$ 64.10
Stainless Steel Cleaner	Ea	\$ 17.14
Sealant - Encapsulant, Asbestos	Gal	\$ 16.67
Sealant - Encapsulant, Duct	Gal	\$ 95.26
Sealant - Encapsulant, Odor	Gal	\$ 84.86
Sealant - Encapsulant, Antifungal	Gal	\$ 166.71
Spray Adhesive	Ea	\$ 9.20
Wood Cream	Qt	\$ 35.00
<b>HVAC</b>		
Cleaner, HVAC Coil	Gal	\$ 86.60
Lock Tight / Air Lock (grey)	1/2 Gal	\$ 75.68
Pre - Filter for HVAC Negative Air Machine	Ea	\$ 27.93
Cube(Secondary) Filter for HVAC Negative Air Machine	Ea	\$ 68.20
Precut Sheet Metal up to 24" x 24"	Ea	\$ 45.42

**Material Description**

<b><u>Material Description</u></b>	<b><u>Unit</u></b>	<b><u>Rate</u></b>
Bags, Trash	RI	\$ 35.93
Bags, Trash Environmental - 6ml	RI	\$ 184.03
Brown Paper	RI	\$ 114.75
Boot / Shoe Covers	Pr	\$ 1.75
Box, Book / Freeze Dry	Ea	\$ 4.22
Box, Dish Pack	Ea	\$ 7.04
Box, Picture	Ea	\$ 18.60
Box, Wardrobe	Ea	\$ 42.00
Carpet mask 36" x 500'	RI	\$ 255.36
Containment Boom	Ea	\$ 46.00
Brush, Wire	Ea	\$ 5.41
Brush, Grout	Ea	\$ 2.38
Brush, Long Handle / Scrub	Ea	\$ 14.07
Disposable Decontamination Chamber (Per room)	Ea	\$ 192.33
Dust Mask	Ea	\$ 4.55

**Material Description**

<b><u>Material Description</u></b>	<b><u>Unit</u></b>	<b><u>Rate</u></b>
Ducting, 20" Lay flat (6 mil)	Ft	\$ 1.50
Ducting, 18" Lay flat (6 mil)	Ft	\$ 1.25
Ducting, 12" Lay flat (6 mil)	Ft	\$ 1.00
Ducting, 8" Lay flat (6 mil)	Ft	\$ 0.75
Filter, Pre Filter for HEPA Vacuum	Ea	\$ 12.99
Filter, HEPA for Hepa Vacuum	Ea	\$ 442.38
Filter, Collection bag for HEPA Vacuum	Ea	\$ 10.83
Filter, Rolled Material	Sf	\$ 3.22
Filter, Pleated for Neg Air Machine	Ea	\$ 24.36
Filter, Pre Filter for Neg Air Machine	Ea	\$ 2.33
Filter, Charcoal for Neg Air Machine	Ea	\$ 34.64
Filter, HEPA for Neg Air Machine	Ea	\$ 335.83
Filter, Dehumidifier	Ea	\$ 13.40
Floor Protectant, Ram Board	RI	\$ 119.08
Furniture Blocks	Bx	\$ 114.75
Furniture Pads	Bx	\$ 184.03
Gloves, Cut Resistant	Pr	\$ 14.51
Gloves, Surgical Latex / Nitrile	Bx	\$ 32.48
Gloves, Work / Rubber / Leather	Pr	\$ 4.22
Inventory Tags	Bx	\$ 46.55
Mop Heads	Ea	\$ 8.40
Pads, Floor Buffer - Round	Ea	\$ 10.85
Pads, Floor Buffer - Rectangle	Ea	\$ 32.35
Plastic FR Sheeting - Cordek	Ea	\$ 75.78
Plastic Sheeting (20' x 100') 4 mil	RI	\$ 119.08
Plastic Sheeting (20' x 100') - 6 mil FR	RI	\$ 281.45
Painters Plastic	RI	\$ 55.00
Poly Hangers	Ea	\$ 6.93
Respirator Cartridge	Ea	\$ 22.73
Scrub Pads / Sponge	Ea	\$ 3.50
Sleeves, Cut Resistant	Pr	\$ 19.49
Sponges, Soot Removal	Ea	\$ 2.77
Spray Bottle w/ Trigger	Ea	\$ 5.41
Sticky Mats 18" x 36" (30 Pads)	Ea	\$ 27.60
Tape, Asbestos(Danger)	RI	\$ 25.00
Tape, Caution	RI	\$ 18.40
Tape, Duct(Teal)	RI	\$ 16.42
Tape, Duct(Grey/White)	RI	\$ 11.91
Tape, Double Sided (Containment)	RI	\$ 34.64
Tape, Blue / painters	RI	\$ 14.94
Tape, HVAC (Aluminum)	RI	\$ 47.63
Tape, Box (Clear)	RI	\$ 7.14
Tape, Box (Brown)	RI	\$ 16.24
Tape, Preservation	RI	\$ 30.31
Tarps	Sf	\$ 0.26
Tyvek Suits - General / Mold / Dust	Ea	\$ 11.26
Tyvek Suits - Chemical / Forensic	Ea	\$ 23.60
Wipes, Cotton Cloth	Lb	\$ 5.45
Wipes, Microfiber (25 Wipes)	Pkg	\$ 35.18
Wipes, Lint Free / Anti Static	Pkg	\$ 36.81
Wrap, Bubble / Anti Static(Small)	RI	\$ 281.45
Wrap, Bubble / Anti Static(Large)	RI	\$ 107.32
Wrap, Shrink	RI	\$ 54.13
Zippers	Ea	\$ 13.53

**Material Rate Considerations:**

**1. Unscheduled Materials**

For materials not listed above, that are purchased for the project by COTTON, the rate invoiced to the Customer will be the rate charged to COTTON and management and oversight fee in accordance with the below fixed fee schedule.

THIRD PARTY COST RANGES	NOT TO EXCEED FIXED PRICING
\$0 - \$50,000	Up to \$10,000
\$50,001 - \$100,000	Up to \$20,000
\$100,001 - \$250,000	Up to \$50,000
\$250,001 - \$500,000	Up to \$100,000

\$500,001 - \$750,000	Up to \$150,000
\$750,001 - \$1,000,000	Up to \$200,000
\$1,000,001 - \$2,000,000	Up to \$400,000
\$2,000,001 - \$3,000,000	Up to \$600,000
\$3,000,001 - \$4,000,000	Up to \$800,000
\$4,000,001 - \$5,000,000	Up to \$ 1,000,000
\$5,000,001 - \$10,000,000	Up to \$2,000,000

2. *The foregoing prices shall be applied to all materials listed above that are utilized in the performance of the work whether shipped to the site from Cotton inventory, shipped directly to the site from Cotton's source, or purchased locally by Cotton.*
3. *Cotton reserves the right to adjust the pricing of all materials and consumables based on inflation and market conditions as outlined in the CSP #24/002TC.*

## EXECUTION OF OFFER

The undersigned Proposer has carefully examined all instructions, requirements, specifications, terms and conditions of this RFP and the Agreement and certifies:

1. It is a responsible company regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms and conditions of the RFP and the Agreement. *See 2 CFR § 200.318(h).*
2. It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the RFP and the Agreement. Further, if awarded, the Proposer agrees to perform the requirements, specifications, terms and conditions of the RFP and the Agreement.
3. All statements, information, and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. Proposer acknowledges that HCDE will rely on such statements, information, and representations in selecting the successful responsible Proposer(s).
4. It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
5. It shall be bound by all statements, representations, warranties, and guarantees made in its proposal.
6. Submission of a proposal indicates the Proposer's acceptance of the evaluation technique and the Proposer's recognition that some subjective judgments may be made by HCDE and its membership as part of the evaluation.
7. That all of the requirements of this RFP and the Agreement have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted in the proposal.
8. The individual signing below has authority to enter into this on behalf of Proposer.
9. Proposer acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
10. This Agreement is subject to purchase orders duly authorized and executed by HCDE and or CP Member.

<b>CORPORATE NAME:</b>	Cotton Commercial USA, Inc		
<b>AUTHORIZED SIGNATURE:</b>			
<b>PRINT NAME:</b>	James Scaife		
<b>TITLE:</b>	President		
<b>DATE:</b>	8/8/2023		
<b>ADDRESS:</b>	5443 Katy Hockley Cut Off Rd		
<b>CITY, STATE, ZIP CODE:</b>	Katy, TX 77493		
<b>PHONE:</b>	877-511-2962	<b>FAX:</b>	
<b>EMAIL ADDRESS:</b>	james@cottonteam.com		
<b>WEBSITE URL</b>	www.cottongds.com		

### This Section to be Completed by HCDE

Contract Number: 24/002TC-03      Term of contract: 09/20/2023 to 09/19/2024

Vendor shall honor all CP Administrative Fees for any sales resulting from this Contract whether Vendor is awarded a renewal or not.

Approved by Harris County Department of Education as a best value, responsible vendor:

Jesus Amezcua  
Jesus Amezcua (Nov 2, 2023 17:47 CDT)  
 \_\_\_\_\_  
 Jesus J. Amezcua, PhD., CPA, RTSBA  
 Assistant Superintendent for Business Services

09/20/2023  
 \_\_\_\_\_  
 Board Approval Date

**CONTRACT BETWEEN  
HARRIS COUNTY DEPARTMENT OF EDUCATION AND  
COTTON COMMERCIAL USA, INC. (“VENDOR”)  
FOR  
DISASTER MITIGATION COMMODITY/SERVICES AND DISASTER RECOVERY JOB ORDER  
CONTRACT SERVICES**

This Contract is entered into between HCDE/CP and Vendor, having submitted a proposal in response to this CSP issued by HCDE/CP and whose proposal has been accepted and awarded by HCDE. In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HCDE/CP and Vendor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Contract, agree as follows:

**5.1. Definitions**

The terms used in this Contract shall have the meanings assigned to them in **Section 1.0 Notice of Intent** of the CSP.

**5.2. Use of Contract by CP members**

Vendor agrees and understands that this CSP and Contract may be used to accomplish work for HCDE/CP, a local governmental entity. Vendor further agrees and understands that this CSP and Contract may also be utilized by CP members pursuant to the piggyback method, as contemplated in the U.S. Department of Agriculture Memorandum SP 35-2012, *Procuring Services of Purchasing Cooperatives, Group Purchasing Organizations, Group Buying Organizations, etc.* (“SP 35-2012). Vendor agrees and understands that CP members include “school food authorities,” as that term is used in SP 35-2012.

**5.3. Contract Terms; Amendment**

The terms and conditions of this Contract shall govern all procurements conducted hereunder. No pre-published terms on Vendor’s Purchase Order, acknowledgments, invoices, or other forms shall have any force or effect unless expressly agreed to by the CP member and Vendor. No amendment of this Contract shall be permitted unless and until first approved in writing by HCDE/CP and, if necessary, the CP member(s), and no such amendment shall have any effect unless and until a written amendment to this Contract is executed by the HCDE Superintendent or his designee after any necessary approvals have been obtained from the HCDE Board of Trustees. In the event that a Vendor has an existing HCDE/CP contract in the same contract title, upon award the new contract will immediately supersede the older contract.

**5.4. Term of Contract; Renewal of Contract**

The initial term of this Contract is for a period of one (1) year, with HCDE/CP having the option to renew the Contract for three (3) additional one-year terms, at HCDE’s sole discretion, unless otherwise specified in **Section 6.0 Scope of Proposal**. Consequently, the total term of the Contract may be for a period of **four (4)** years. The phrase “Term” in this Contract shall mean the then-current Term of the Contract, whether an initial term or a renewal term.

**5.5. Termination of Contract; Survival**

This Contract shall remain in effect until (1) the Contract expires by its terms or (2) the Contract is terminated by mutual consent of HCDE/CP and Vendor. All Supplemental Contracts, purchase orders, and/or orders for goods or services issued by HCDE and/or CP members and accepted by Vendor shall survive the expiration or termination of this Contract. During the term of any Supplemental Contract entered into between Vendor and a CP member, all terms of this Contract shall continue to apply to the Supplemental Contract.

In the event of a breach or default of the Contract and/or the CSP by Vendor, HCDE/CP reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of HCDE/CP and/or CP members. HCDE/CP further reserves the right to terminate the Contract immediately in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the CSP, this Contract, and/or a Purchase Order; (2) make any payments owed; or (3) otherwise perform in accordance with this Contract and/or the CSP. HCDE/CP also reserves the right to terminate the Contract

immediately, with written notice to Vendor, if HCDE/CP believes, in its sole discretion that it is in the best interest of HCDE/CP and/or CP members to do so.

In the event that a material change to the terms of the Contract occurs, then the Contract shall be allowed to expire and shall not be renewed upon the conclusion of the Contract's term. The phrase "material change" in this paragraph shall mean a modification that substantially exceeds the terms of the original contract between HCDE/CP and Vendor. Upon the expiration of the Contract's term, HCDE/CP may issue a new CSP for the goods or services procured under the previous contract.

Vendor agrees that HCDE/CP shall not be liable for damages in the event that HCDE/CP declares Vendor to be in default or breach of this Contract and/or the CSP. Vendor further agrees that upon termination of the Contract for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or Vendor.

**5.6. Prevailing Wage Rates – Construction/public works projects only**

Vendor and all subcontractors of Vendor shall comply with all laws regarding prevailing wage rates, including, but not limited to, TEX. GOV'T. CODE Chapter 2258, applicable to the construction of a public work, and any related federal requirements, including the DAVIS-BACON ACT. In the event TEX. GOV'T. CODE Chapter 2258 applies to a product or service provided by Vendor to HCDE/CP or a CP member, Vendor and any subcontractor(s) shall comply with the prevailing wage rates set by HCDE/CP or the CP member.

**5.7. Change Orders**

Pursuant to TEX. EDUC. CODE § 44.0411(a), for HCDE/CP and CP members that are Texas school districts, if a change in plans or specifications is necessary after the performance of a Purchase Order or Job Order has begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the CP member may approve change orders making the changes. The total Purchase Order or Job Order price may not be increased because of the changes unless additional money for increased costs is approved for that purpose from available money or is provided for by the authorization of the issuance of time warrants. The CP member may grant general authority to an administrative official to approve the change orders. A Purchase Order or Job Order with an original contract price of \$1 million or more may not be increased under TEX. EDUC. CODE § 44.0411(a) by more than 25 percent. If a change order for a Purchase Order or Job Order with an original contract price of less than \$1 million increases the contract amount to \$1 million or more, the total of the subsequent change orders may not increase the revised contract amount by more than 25 percent of the original contract price.

**5.8. Compliance with Laws**

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws; minimum and maximum salary and wage statutes and regulations; prompt payment and licensing laws and regulations; anti-discrimination statutes and regulations (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 C.F.R. Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities); the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5); the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5); the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60); the McNamara-O'Hara Service Contract Act (41 U.S.C. 351); Section 306 of the Clean Air Act (42 U.S.C. § 1857h); Section 508 of the Clean Water Act (33 U.S.C. § 1368); Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15); the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5); the Solid Waste Disposal Act (Section 6002 as amended by the Resource Conservation and Recovery Act for procuring solid waste management services in a manner that maximizes energy and resource recovery when contract amount is in excess of \$10,000); the Education Department General Administrative Regulations ("EDGAR")/Uniform Guidance (2 C.F.R. Part 200); mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871); and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights, and those mandated by federal agencies making awards of federal funds to HCDE/CP and/or CP members,

including, without limitation, the U.S. Department of Agriculture and/or Texas Department of Agriculture. Vendor understands that Vendor is ineligible to receive a contract award with HCDE/CP if Vendor or its principal(s) is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689) or is 30 days or more delinquent in paying child support (Tex. Fam. Code § 231.006). For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. All permits will be acquired by Vendor and invoiced to the CP member at cost as part of the Purchase Order, unless the permits are provided by the CP member. For the entire duration of this Contract, Vendor and all subcontractors shall also comply with all requirements pertaining to local, state, or federal health and safety certifications, licensing, or regulations. Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the CP member's Purchase Order, and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site. The states of individual CP members may have regulations and laws that govern payment retention and progress payments for public projects. Vendor is responsible for being acquainted with and complying with each state's requirements. When required or requested by HCDE/CP or a CP member, Vendor shall furnish HCDE/CP and/or the CP member with satisfactory proof of Vendor's compliance with this provision.

5.9. **Confidentiality**

Vendor and HCDE/CP agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor and HCDE/CP understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable. Vendor also acknowledges that HCDE/CP and numerous CP members are subject to the Texas Public Information Act, and Vendor waives any claim against and releases from liability HCDE/CP and CP members, their respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by Vendor, HCDE, or a CP member and determined by HCDE/CP or the CP member, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

5.10. **Performance and Payment Bonds – Construction/public works projects only**

Vendor agrees to provide performance bonds and/or payment bonds as required by law, based on the amount or estimated amount of any Purchase Order or Job Order for a public work contract, which is defined as a contract for constructing, altering, or repairing a public building or carrying out or completing any public work. TEX. GOV'T. CODE §§ 2253.001(4); 22269.411. Pursuant to TEX. GOV'T. CODE § 2253.021, a performance bond is required if a Purchase Order is in excess of \$100,000 for CP members that are governmental entities subject to Chapter 2253; a payment bond is required if a Purchase Order or Job Order is in excess of \$25,000 for CP members that are governmental entities subject to Chapter 2253 and are not municipalities or a joint board created under Subchapter D, Chapter 22 of the Tex. Transp. Code, and a payment bond is required if a Purchase Order or Job Order is in excess of \$50,000 for CP members that are governmental entities subject to Chapter 2253 and are municipalities or a joint board created under Subchapter D, Chapter 22 of the TEX. TRANSP. CODE.

5.11. **Title and Risk of Loss**

Whenever HCDE/CP or a CP member is purchasing (and not leasing) a product under this Contract, title and risk of loss shall pass upon the later of HCDE/CP or the CP member's acceptance of the product or payment of the applicable invoice.

5.12. **Warranty Conditions**

All product(s) and/or service(s) provided by the Vendor under this Contract must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of HCDE's or the CP member's acceptance of the product and/or service or payment of the applicable invoice. Vendor warrants that all products and/or services furnished under this Contract shall conform in all respects to the terms of this Contract, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the CSP and Purchase Order. In addition, Vendor warrants that products and/or services are suitable for and will perform in accordance with the

purposes for which they are intended. Vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the Vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Contract, the CSP, or Purchase Order.

5.13. **Criminal History Review**

**Section 10.0 Attachment—Ch. 22 Contractor Certification: Contractor Employees (Required) must be submitted with packet, if applicable.**

Prior to commencing any work under the Contract, if Vendor contracts with HCDE/CP to provide services, Vendor must comply with all requirements relating to criminal history information required by TEX. EDUC. CODE Chapter 22. Vendor must also ensure subcontractors' compliance with TEX. EDUC. CODE, Chapter 22 requirements. Covered employees with disqualifying criminal history are prohibited from serving at HCDE/CP or at CP school district members' locations; Vendor and any subcontracting entity may not permit a "covered employee" to provide services at a school if the employee has a "disqualifying criminal history" (as those terms are defined below). If Vendor receives information that a covered employee has a reported disqualifying criminal history, then Vendor will immediately remove the covered employee from the project/contract and notify HCDE/CP member in writing within three (3) business days. If HCDE/CP member, in its sole discretion, objects to the assignment of a covered employee for any reason, including, but not limited to, on the basis of the covered employee's criminal history record information and/or insufficient qualifications, lack of experience, and the like, based on information gathered by HCDE/CP member through the procurement and/or contracting processes, Vendor (and each subcontractor) agrees to discontinue using that covered employee to provide services on HCDE/CP member's project/contract. "Covered employees" means employees, agents or subcontractors of Vendor or a subcontractor who has or will have continuing duties related to the services to be performed on HCDE/CP member's project/contract and has or will have direct contact with HCDE/CP member's students. "Disqualifying criminal history" means: (1) For employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work: (1) a conviction or other criminal history information designated by HCDE/CP member; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.08341(d), that is: conviction during the preceding 30 years (if at the time of the offense, the victim was under 18 or was enrolled in a public school) of: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b); (2) For employees of all other contracting or subcontracting entities: (1) a conviction or other criminal history information designated by Owner; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: (a) conviction of a felony offense under Title 5, Texas Penal Code if at the time of the offense, the victim was under 18; (b) conviction of or placement on deferred adjudication community supervision for an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) conviction of an offense under federal law or the laws of another state that is equivalent to (a) or (b). HCDE/CP member shall be solely responsible for making the final determination of what constitutes direct contact with HCDE/CP member's students and what constitutes a disqualifying criminal history. The criminal history record information review obligation applies only if Vendor contracts with HCDE/CP to provide services; it does not apply to a contract for the purchase of goods, products or real estate.

5.14. **Customer Support**

Vendor shall provide timely and accurate technical advice and sales support to HCDE/CP staff, and CP members. Vendor shall respond to requests for customer support within one (1) business day after receipt of the request. Vendor shall provide training to HCDE/CP staff and/or CP members regarding products and/or services supplied by Vendor, at no additional charge, if requested by HCDE/CP or a CP member.

5.15. **HCDE/CP and/or CP members' Property**

In the event of loss, damage, or destruction of any property owned by or loaned by HCDE/CP or a CP member that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall indemnify HCDE/CP or the CP member and pay to HCDE/CP or the CP member the full value of or the full cost of

repair or replacement of such property, whichever is greater, within thirty (30) days of Vendor's receipt of written notice of HCDE's or the CP member's determination of the amount due. If Vendor fails to make timely payment, HCDE/CP or the CP member may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by HCDE/CP or the CP member.

**5.16. Tax Exempt Status**

HCDE/CP and all CP members that are Texas governmental entities or agencies are exempt from payment of Texas State Sales Taxes under TEXAS TAX CODE § 151.310 for the purchase of tangible personal property. Laws of other states govern the tax status of CP members in states other than Texas. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. HCDE/CP and CP members shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.

**5.17. Other State Tax Requirements**

5.17.1. Payment of Taxes by CP members Outside of Texas – CP members outside of Texas will pay only the rate and/or amount of taxes identified in Vendor's proposal submitted in response to the CSP as appropriate to the specific CP member.

5.17.2. State and Local Transaction Privilege Taxes – The CP member is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sales of products and are the sole responsibility of Vendor, as the seller, to remit. Failure to remit taxes from HCDE/CP and/or the CP member, as the buyer, does not relieve Vendor, as the seller, from its obligation to remit taxes.

**5.18. State of Texas Franchise Tax**

By submitting a proposal in response to the CSP, Vendor certifies that Vendor is not currently delinquent in Vendor's payment of any franchise taxes or other taxes owed to the State of Texas.

**5.19. Tax Responsibilities of Vendor and Indemnification for Taxes**

Vendor is responsible for complying with the tax laws of states and the federal government. Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to Vendor's operation, any persons employed by Vendor, and all subcontractors of Vendor. Vendor shall require all subcontractors to hold HCDE/CP and the CP member harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs, including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Vendor.

**5.20. IRS W-9**

To receive payment under this Contract, Vendor shall have a current I.R.S. W-9 Form on file with the CP member.

5.21. **Assignment of Contract**

Vendor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of HCDE. Any attempted assignment of this Contract by Vendor shall be null and void. Any Purchase Order or Job Order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of HCDE/CP and, if applicable, the CP member.

5.22. **Notification of Material Change**

Vendor is required to notify HCDE/CP when any material change in operations occurs, including changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

5.23. **Performance**

Vendor agrees to use commercially reasonable best efforts to provide the product(s) and/or service(s) subject to this Contract. Vendor shall furnish all supervision, labor, tools, equipment, permits, licenses, transportation, insurance, material, and supplies necessary to complete any scope of work, Purchase Order, or Job Order under this Contract. Vendor shall use skilled, trained personnel, who shall be supervised by Vendor.

5.24. **Subcontractors**

If Vendor uses subcontractors in the performance of any part of this Contract, Vendor shall be fully responsible to HCDE/CP and CP members for all acts and omissions of the subcontractors. Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between HCDE/CP and any such subcontractor, nor shall it create any obligation on the part of HCDE/CP or CP members to pay or to see to the payment of any monies due any such subcontractor except as may otherwise be required by law. Vendor represents and warrants that it is willing, able, and capable of obtaining, supervising, and being responsible for any subcontractors who perform and/or provide products and services related to this Contract.

If Vendor uses subcontractors in the performance of any Purchase Order or Job Order issued as a result of a Job Order Contract awarded via this procurement solicitation, subcontractors must issue their Job Order Quotes using the same pricing method(s) outlined in the procurement solicitation and according to Texas Government Code Chapter 22269, Subchapter I, Job Order Contracts Method.

5.25. **Non-Appropriation**

Renewal of this Contract, if any, will be in accordance with TEX. LOCAL GOV'T. CODE § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Contract or obligation imposed on HCDE/CP or any CP member by this Contract, HCDE/CP and CP members shall have the right to terminate this Contract, any Supplemental Contract, Purchase Order, and/or Job Order without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of HCDE/CP or any CP member if it is determined by HCDE/CP or any CP member, at their sole discretion, that there are insufficient funds to extend this Contract, any Supplemental Contract, any Purchase Order. The parties agree that this Contract, any Supplemental Contract, any Purchase Order, and/or any Job Order are commitments of the current revenue of HCDE/CP and CP members only.

5.26. **Ordering Procedures**

Purchase Orders/Job Orders are issued by HCDE/CP and/or CP members to the Vendor according to this Contract and any Supplemental Contract between HCDE/CP and the CP member. CP members must send Purchase Orders/Job orders to HCDE/CP, unless otherwise stipulated by HCDE/CP. HCDE/CP may request confirmation of receipt of the Purchase Order/Job Order from Vendor.

HCDE/CP also may elect to require e-commerce functionality, in which Purchase Orders/Job Orders are sent directly to Vendor and reported by the CP member to HCDE/CP on a specified basis. The e-commerce approach must be approved by HCDE/CP prior to the start date of any Term of the Contract.

## 5.27. Invoices; Payments

- 5.27.1. Vendor shall submit invoices, in duplicate, directly to HCDE/CP or the CP member at the appropriate location(s) specified by HCDE/CP or the CP member. Each invoice shall include HCDE's or the CP member's Purchase Order/Job Order number and HCDE/CP Contract Number. All invoices shall be itemized to include the type of product(s) and/or service(s) rendered. Vendor shall submit invoices within a timely manner during HCDE's or the CP member's fiscal year in which the product(s) and/or service(s) are purchased. The shipment tracking number or pertinent information for verification of HCDE's or the CP member's receipt shall be made available upon request by HCDE/CP or the CP member.
- 5.27.2. HCDE/CP or the CP member will make payments directly to Vendor. HCDE/CP or the CP member placing the Purchase Order/Job Order with Vendor shall alone be liable and/or responsible for payment for product(s) and/or service(s) ordered and must be invoiced directly by Vendor. Neither HCDE/CP nor any CP member shall be liable for the indebtedness of any one CP member.
- 5.27.3. TEX. GOV'T. CODE § 2251.021 shall govern when payments are due to the Vendor. Payments are due to Vendor by HCDE/CP and any CP member whose governing body meets only once a month or less frequently, **within forty-five (45) days** after the later of the following: (1) the date HCDE/CP or the CP member receives the products and services under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date HCDE/CP or the CP member receives an invoice for the products or service. For CP members whose governing bodies meet more than once a month or more often, payments are due by those CP members **within thirty (30) days** after the later of the following: (1) the date the CP member receives product(s) under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the CP member receives an invoice for product(s) or service(s). Vendor agrees to pay any subcontractors the appropriate share of the payment received from HCDE/CP or the CP member not later than the **tenth (10th) day** after the date the Vendor receives the payment from HCDE/CP or the CP member.

The exceptions to payments made by HCDE, a CP member, and/or Vendor listed in TEX. GOV'T. CODE § 2251.002 shall apply to this Contract.

- 5.27.4 ***In addition*** to all other rights and remedies that HCDE may have, HCDE shall have the right to setoff, against any and all amounts due to Vendor by HCDE, whether due under this Contract or any other agreement between HCDE (including any division of HCDE) and Vendor, any sums for which HCDE is entitled to under this Contract, as determined by HCDE in its sole discretion, including, without limitation, sums due by Vendor to HCDE as a result of indemnification obligations, warranty claims, and/or HCDE/CP Administrative Fee(s).

## 5.28. Reporting

The Vendor shall provide HCDE/CP with a detailed monthly report showing the total dollar volume of all sales under this Contract for the previous month in Microsoft Excel format, in the format and with the information specified by HCDE/CP. Reports are due on the **fifteenth (15) day of the month**, after the close of the previous month and shall provide information regarding Purchase Orders/Job Orders during the previous month. Vendor is responsible for collecting and compiling all sales under this Contract from all CP members and submitting **one (1)** consolidated monthly report. The monthly report shall include, at a minimum, the date of each Purchase Order/Job Order, Purchase Order/Job Order number, CP member name, city/town, and Purchase Order total dollar amount. Reports shall be submitted in an electronic format to HCDE/CP at 6005 Westview, Houston, Texas 77055, or electronically mailed to [facilityreporting@choicepartners.org](mailto:facilityreporting@choicepartners.org).

The Vendor shall provide HCDE/CP with velocity/usage reports within five (5) business days of any request by HCDE/CP for such reports.

5.29. **Pricing Changes**

All prices and discount percentages in Vendor's proposal shall be firm for the Term of this Contract. Pricing may be negotiated during the Contract renewal period. In the event Proposer's prices will be adjusted or escalated upon a renewal (if any) of the fixed-price contract awarded pursuant to this RFP, Proposer must indicate such in its proposal. Any adjustment or escalation of the fixed price(s) will be based on the CPI index and may only be made at the time of contract renewal. Vendor agrees to promptly lower the proportionate price of any product purchased through this Contract following a reduction in the price the Vendor is paying suppliers. All pricing submitted to HCDE/CP in Vendor's proposal shall include the administrative fee to be remitted to HCDE/CP by Vendor. It is Vendor's responsibility to keep all pricing up-to-date and on file with HCDE/CP. For all pricing changes, including at renewal and during the Term, all price changes shall be presented to HCDE/CP for acceptance or rejection by HCDE/CP, in its sole discretion, using the same format as was accepted in Vendor's original proposal; all price changes for products and/or services provided under this Contract must be approved, in writing, by HCDE/CP prior to taking effect.

The following documentation shall be provided to support a request for a price change:

- justification for change/increase
- terms and conditions
- market conditions
- manufacturers'/distributors' impact, if any

All price decreases shall be allowed for all products and/or services.

5.30. **HCDE/CP Administrative Fee**

HCDE/CP will invoice Vendor for the HCDE/CP Administrative Fee of 2%. HCDE/CP reserve the right to decrease the Administrative Fee at any time, upon notice to Vendor. The invoice for the Administrative Fee will be based on total sales made through this Contract. Vendor shall remit payment of the HCDE/CP Fee to HCDE/CP no later than **thirty (30)** days following the end of the month. Failure to pay the HCDE/CP Administrative Fee in a timely manner may result in Vendor breaching this Contract and may result in HCDE/CP suspending or terminating this Contract. Vendor shall honor and pay HCDE/CP the HCDE/CP Administrative Fee for any sales resulting from this Contract that occurred within **thirty (30) days** of the expiration or termination of this Contract. All rebates, discounts, and other applicable credits granted by Vendor as a result of any Supplemental Contracts entered into between Vendor and CP members shall accrue exclusively to CP member(s).

5.31. **Records Retention**

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all product(s) and/or service(s) provided by the Vendor to HCDE/CP and/or CP members under this Contract. These records and accounts shall be retained by Vendor and made available for review and copying by HCDE/CP and CP members for a period of **not less than three (3) years** from the date of completion of the service(s), receipt of product(s), the date of the receipt by HCDE/CP or the CP member of Vendor's final invoice or claim for payment in connection with this Contract, or the date HCDE/CP or the CP member makes final payments and closes pending matters in connection with a federal grant, whichever is later. If an audit or a compliance review has been announced, the Vendor shall retain its records and accounts until such audit or compliance review has been completed.

When federal funds are expended by HCDE or any CP member pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

5.32. **Right to Review, Audit and Inspect**

HCDE/CP, CP members, any federal agency that has awarded federal funds/grant(s) to HCDE/CP or a CP member, and the Comptroller General of the United States, and/or any of their authorized representatives, shall, upon written notice, have the right to audit and examine all of Vendor's records and accounts relating to this Contract and inspect any project performed by the Vendor relating to this Contract. Records subject to audit/review shall include, but are not limited to, all Purchase Orders and/or Job Orders resulting from this Contract and records which may have a bearing on matters in connection with the Vendor's work for HCDE/CP and/or CP members, and shall be open to inspection and subject to audit/review and/or reproduction by HCDE/CP, CP member, and/or their authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

5.32.1. Vendor's compliance with this Contract and the requirements of the CSP.

5.32.2. Compliance with procurement laws, policies, and procedures, including, without limitation, reviewing/comparing pricing on invoices and the appropriate Unit Price Book for JOC work performed for HCDE/CP and/or CP members.

5.32.3. Compliance with provisions for computing billings to HCDE/CP and/or to CP members.

5.32.4. Any other matter related to this Contract.

5.33. **Indemnification**

VENDOR SHALL INDEMNIFY AND HOLD HARMLESS HCDE/CP AND EACH CP MEMBER, INCLUDING HCDE'S AND CP MEMBERS' TRUSTEES, OFFICERS, ADMINISTRATORS, EMPLOYEES, AND AGENTS, FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS CONTRACT, INCLUDING WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER. VENDOR'S OBLIGATIONS UNDER THIS CLAUSE SHALL SURVIVE ACCEPTANCE AND PAYMENT BY HCDE/CP OR THE CP MEMBER.

5.34. **Governing Law and Exclusive Venue**

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Contract. Any dispute under this Contract involving HCDE/CP must be brought exclusively in the state and federal courts located in Houston, Harris County, Texas. Any dispute not involving HCDE/CP but involving a CP member and Vendor shall be governed by the laws of the state of the CP member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the CP member.

5.35. **Multiple Contract Awards; Non-Exclusivity**

HCDE/CP reserves the right to award multiple contracts under the CSP, including multiple contracts for each product/service category. Product/Service categories are established at the sole discretion of HCDE/CP. HCDE/CP will base a recommendation for contract award, including whether to award a single or multiple contracts, based on the evaluation factors listed in this RFP; contracts will be awarded to proposers with a minimum score of 70 to be considered for award.<sup>1</sup> Nothing in this Contract may be construed to imply that Vendor has the exclusive right to provide products and/or services to HCDE/CP and/or CP members. During the Term of this Contract, HCDE/CP and CP members reserve the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor. In the event that a Vendor has an existing HCDE/CP contract in the same contract title, upon award the new contract will immediately supersede the older contract.

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<sup>1</sup> HCDE/CP has the option to adjust (increase or decrease) the minimum score to be considered for award in the best interest of HCDE/CP and its members.

5.36 **New Products**

New products that meet the specifications detailed in the CSP may be added to this Contract, with prior written approval from HCDE/CP. Pricing of any new products shall be equivalent to the percentage discount or proposed prices for other similar products. Vendor may replace or add products to the contract if: the replacing products are equal to or superior to the original products offered or discounted in a similar degree or to a greater degree and the products meet the requirements of the CSP. No products may be added to avoid competitive procurement procedures. HCDE/CP may reject any proposed additions, without cause, in its sole discretion.

5.37. **No Substitution; Product Recall**

Any Purchase Order issued pursuant to this Contract shall conform to the specifications and descriptions identified in this Contract and the CSP. Vendor shall not deliver substitutes without prior written authorization from HCDE/CP or the CP member.

If a product recall is instituted on any good that has been furnished and delivered to HCDE/CP or any CP member, Vendor must immediately (i.e., within 24 hours but preferably sooner) notify the purchasing agent of HCDE/CP and the purchasing CP member by e-mail or in writing and must include all pertinent information relating to the recall. If Vendor is unable to contact the purchasing agent, Vendor must contact the Director of Purchasing of HCDE/CP and the purchasing CP member. Vendor will be responsible for all costs associated with replacing the recalled product, including replacement cost, shipping charges, etc. This requirement shall survive payment and acceptance of the goods.

5.38 **Penalties**

If the Vendor is unable to provide the product(s) or services at the prices quoted in Vendor's proposal or if Vendor fails to fulfill or abide by the terms and conditions of the Contract, the CSP, or a Supplemental Contract, HCDE/CP or the CP member may take the following action(s), in the sole discretion of HCDE/CP or the CP member, and Vendor agrees to comply with the chosen action(s):

- 5.38.1 Insist that the Vendor honor the quoted price(s) specified in Vendor's proposal or the Supplemental Contract, as applicable; and/or
- 5.38.2 Recommend to HCDE Board of Trustees that the Vendor no longer be given the opportunity to submit a proposal to HCDE/CP and/or that this Contract be terminated.

5.39. **Promotion of Contract Marketing Plan**

The marketing of Vendor's company, product, and/or services shall be the sole responsibility of Vendor. HCDE/CP may only supply Vendor with CP members' contact lists that contain name, address, phone numbers, and/or email addresses. Other items geared toward the joint-marketing of HCDE/CP and Vendor's company, product, and/or services shall be at HCDE/CP's sole discretion. Encouraging CP members to circumvent this Contract by purchasing directly from Vendor may result in suspension or termination of this Contract. For so long as this Contract is valid and enforceable between the parties, Vendor agrees to display the CP seal in its marketing collateral materials, such as Vendor's website and related marketing materials. Vendor shall submit all promotional materials to HCDE/CP and obtain written approval before Vendor finalizes or publishes promotional material bearing the HCDE/CP or HCDE/CP name or seal. Vendor may not release any press release or other publication regarding this Contract or HCDE/CP unless and until HCDE/CP first approves the press release or publication in writing.

5.40. **Website Support**

Vendor agrees to cooperate with HCDE/CP in publicizing contract particulars on the CP website. Vendor also agrees to work with HCDE/CP in updating and maintaining current information on Vendor activities related to the Contract on the CP website. Vendor agrees to provide an electronic version of its logo for use on the CP website upon Contract award and provide other information as reasonably requested by HCDE/CP to help ensure that the CP website is current and consistently updated.

5.41. **Safety**

Vendor, its subcontractor(s), and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Contract, including, without limitation, those promulgated by HCDE/CP, CP members, and by the Occupational Safety and Health Administration (“OSHA”). In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by HCDE/CP or CP members. Vendor shall indemnify and hold HCDE/CP and/or the CP member harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor’s obligations under this provision.

5.42. **Workforce**

Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Contract. Vendor, its employees, subcontractors, and subcontractor’s employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on HCDE/CP and CP members’ property, nor may such workers be intoxicated or under the influence of alcohol or drugs on HCDE/CP and CP members’ property.

5.43. **Supplemental Contracts**

A CP member and Vendor may enter into a separate, Supplemental Contract. Any Supplemental Contract developed as a result of this Contract and/or the CSP is exclusively between the CP member and Vendor and shall have no effect or impact on HCDE, any other CP member, or this Contract. Any Supplemental Contract between Vendor and a CP member is exclusively between that specific CP member and Vendor and will be subject to immediate cancellation by the CP member (without penalty to the CP member) if, in the opinion of the CP member, the quality, service, and specification requirements, and/or the terms and conditions are not maintained as stated in the Supplemental Contract. Vendor shall promptly notify HCDE/CP of any Supplemental Contract executed between Vendor and a CP member.

5.44. **Insurance**

Vendor is required to provide HCDE/CP and/or the CP member with copies of certificates of insurance, naming HCDE/CP and/or the CP member as additional insured’s for Texas Workers Compensation and General Liability Insurance, **within 14 business days of contract award and prior to the commencement of any work under this Contract** and can be emailed to [insurance@choicepartners.org](mailto:insurance@choicepartners.org). Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to HCDE/CP and/or the CP member prior to commencement of any work under this Contract. The insurance company insuring Vendor shall be licensed in the State of Texas or the state in which the CP member is located, and shall be acceptable to HCDE/CP and/or the CP member. Vendor shall give HCDE/CP or the CP member a **minimum of ten (10) days’** notice prior to any modifications or cancellation of said policies of insurance. Vendor shall require all subcontractors performing any work under or relating to this Contract to maintain coverage as specified below. Vendor shall, at all times during the Term of this Contract, maintain insurance coverage with not less than the type and requirements shown below. If the CP member has higher insurance requirements than those listed below, such may be added to the Purchase Order. Such insurance is to be provided at the sole cost of the Vendor. These requirements do not establish limits of Vendor’s liability.

All policies of insurance shall waive all rights of subrogation against HCDE, CP members, and HCDE/CP and CP members’ officers, employees and agents.

Upon request, certified copies of original insurance policies shall be furnished to HCDE/CP and/or to CP members.

HCDE/CP and the CP member, as requested, shall be named as an “additional insured” on insurance policies.

HCDE/CP and the CP member reserve the right to require additional insurance should HCDE/CP or the CP member deem additional insurance necessary, in their sole discretion.

- Workers Compensation (with waiver of subrogation to HCDE/CP and the CP member) Employer’s Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements.
- Statutory, and Bodily Injury by Accident: \$100,000 each employee. Bodily Injury by Disease: \$500,000, policy limit \$100,000 each employee.
- Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage. \$300,000 each occurrence Limit Bodily Injury and Property Damage combined. \$300,000 Products-Completed Operations Aggregate Limit \$500,000 per Job Aggregate. \$300,000 Personal and Advertising Injury Limit.
- Automobile Liability Coverage: \$300,000 Combined Liability Limits Bodily Injury and Property Damage Combined.

**5.45. Participation in HCDE/CP**

Vendor acknowledges and agrees that continued participation in the HCDE/CP cooperative purchasing program is subject to HCDE/CP’s sole discretion and that Vendor may be removed from the HCDE/CP program at any time, with or without cause, in HCDE/CP’s sole discretion. All work resulting from this Contract must cease immediately after completion of the final accepted Purchase Order/Job Order. Nothing in this Contract or in any other communication between HCDE/CP and Vendor may be construed as a guarantee that HCDE/CP or CP members will submit any Purchase Order/Job Order to Vendor at any time.

At a minimum, to continue participation in the HCDE/CP cooperative purchasing program, Vendor must:

- Submit detailed monthly reports of all sales activity (such report is required even if there is no sales activity for a given month);
- Timely remit Administrative Fee(s) to HCDE/CP;
- Market Choice Partners, including inclusion of CP seal on Vendor’s website, development and execution of marketing plan, and participation in at least 5 of marketing events (such as trade shows and conferences) annually;
- Maintain a minimum annual sales activity of \$15,000;
- Completion of all required forms (such as Form 1295, EDGAR Certifications, etc.); and
- Maintain required insurance and submit updated certificate(s) to CP annually

**5.46. No Agency or Endorsements**

It is the intention of the parties to this Contract that Vendor is independent of HCDE/CP and CP members, is an independent contractor, and is not an employee, agent, joint venturer, or partner of HCDE/CP or any CP member. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE/CP and Vendor, any CP member and Vendor, HCDE/CP and any of Vendor’s agents, or any CP member and any of Vendor’s agents. Vendor has no power or authority to assume or create any obligation or responsibility on behalf of HCDE/CP or any CP member, and HCDE/CP and HCE members have no power or authority to assume or create any obligation or responsibility on behalf of Vendor. This Contract shall not be construed to create or imply any partnership, agency, or joint venture, nor shall it be construed or deemed an endorsement of a specific company or product. Vendor agrees that HCDE/CP and CP members have no responsibility for any conduct of any of Vendor’s employees, agents, representatives, contractors, or subcontractors.

**5.47. Equal Opportunity**

It is the policy of HCDE/CP not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

**5.48. Force Majeure**

Neither HCDE, any CP member, or Vendor shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond HCDE, any CP member, or Vendor's control.

HCDE, CP members, and Vendor are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. HCDE, CP members, and Vendor shall not have any claim for damages against any other party resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Contract, in the event the Vendor's performance of its obligations under this Contract is delayed or stopped by a force majeure event, HCDE/CP shall have the option to terminate this Contract. This section shall not be interpreted as to limit or otherwise modify any of HCDE's or CP members' contractual, legal, or equitable rights.

**5.49. Severability**

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

**5.50. Waiver**

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

**5.51. Entire Agreement**

The Contract, the CSP, Vendor's proposal submitted in response to the CSP, the attached and incorporated attachments, addendum, and/or exhibits, if any, and the Supplemental Contract, if any, contain the entire agreement of the parties relative to the purpose(s) of the Contract and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Contract. In the event of a conflict between this Contract and the CSP or Vendor's proposal submitted in response to the CSP, this Contract shall control. In the event of a conflict between the CSP and Vendor's proposal submitted in response to the CSP, the CSP shall control. This Contract supersedes any conflicting terms and conditions on any Purchase Order/Job Order, invoices, checks, order acknowledgements, forms,

purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Contract.

In addition to this Contract, a Supplemental Contract between Vendor and the CP member may be established to further detail the terms and conditions of the CP member's specific project. In the event of a conflict between this Contract and the Supplemental Contract, as to HCDE, this Contract shall prevail. In the event of a conflict between this Contract and the Supplemental Contract, as to the CP member, the Supplemental Contract shall prevail unless the Supplemental Contract states otherwise.

**5.52. Interpretation**

Vendor agrees that the normal rules of construction that requires that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.

**5.53. Notice**

Any notice provided under the terms of this Contract by the parties to any other shall be in writing and shall be given by hand-delivery or by certified or registered mail, return receipt requested. Notice shall be sufficient if made or addressed to the party at the address listed in the signature line of this Contract. Notice shall be deemed effective upon receipt. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

**5.54. Captions**

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

**5.55. USDA/TDA Special Terms and Conditions**

The following terms and conditions apply to all procurements and purchases involving federal School Nutrition Program funds. In the event of a conflict or inconsistency between the following terms and conditions and any provision of the Agreement, the procurement solicitation issued by HCDE, or the portion of Vendor's proposal submitted in response to HCDE's procurement solicitation that is satisfactory to HCDE, the following terms and conditions shall control.

**5.55.1. Market Basket Analysis**

HCDE/CP reserves the right, in its sole discretion, to use a "Market Basket Analysis" method, as that term is defined by applicable USDA/TDA regulations and guidance. The Market Basket Analysis sample is established to represent 75% of the total estimated value of the Contract. The most recent velocity/sales report(s) from HCDE/CP's current supplier(s) was used to project the balance of the year and adjusted for any estimated change in menu and participation for the following year. As a result, this list of [100] goods to be purchased under this procurement solicitation and any resulting Contract includes the top [60] goods purchased by dollar volume representing the 75% threshold. Prices for the remaining [40] goods listed in this procurement solicitation should also be included, though they will not be a part of the Market Basket Analysis. The Market Basket Analysis shall not be used for service or equipment contracts/procurement solicitations or for Fee-For-Service Processing contracts.

**5.55.2 Material Change**

If a material change (as the term is defined by TDA rules and regulations) to a contract entered into between HCDE/CP and Vendor occurs, then the contract will not be renewed upon the conclusion of its term. Upon the expiration of the term, HCDE/CP may issue a new RFP for the goods or services procured under the previously-existing contract. Material change for purposes of this Section 5.55.2 means a modification that substantially exceeds the terms of the original contract between HCDE/CP and Vendor.

**5.55.3 Supplemental Contracts**

Supplemental Contracts are entered into pursuant to the piggyback method delineated in the U.S. Department of Agriculture directive SP 35-2012. Should the "piggybacking" result in a material change to the Contract, HCDE/CP will proceed under Section 5.55.2 of this RFP.

**5.55.4 New Products**

During the Term of a Contract awarded under this RFP, additional purchases not included in the original RFP list and resulting awarded contract may become necessary and benefit HCDE/CP members. Vendor and HCDE/CP agree that the aggregate value of added purchases during each year of the Contract (if renewed) shall not exceed 10% of the estimated total value of the Contract. The total value of the Contract must be agreed upon, and the dollar value listed in the Contract and each renewal term of the Contract (if any). For purposes of this section, the total value of the Contract includes all contracts awarded as a result of the procurement solicitation to all vendors. For the initial Term of a Contract awarded under this RFP, Vendor and HCDE/CP agree that the total value of the Contract shall be \$400 million. Additions of new products may be included in the awarded Contract list during the renewal of the Contract through an amendment to the Contract, and the total Contract value adjusted accordingly. For each renewal term of the Contract, the total actual value of the Contract in the preceding year and the additional new product(s) made during that Term will be the basis for determining the maximum dollar amount (not to exceed 10%) of the additional new product(s) that will be allowed during the next Contract renewal term.

#### **5.55.5 Bonds**

Vendor shall provide all bonds, including bid guarantee, performance bond, and payment bond, as applicable under U.S. Department of Agriculture and/or Texas Department of Agriculture rules.

#### **5.55.6 Use by Other Governmental Entities**

In the event that HCDE/CP allows other governmental entities to “piggyback” onto any existing contract between HCDE and Vendor entered into pursuant to this procurement solicitation, Vendor agrees and understands that such other governmental entities may include “school food authorities,” as that term is used in SP 35-2012. Should the “piggybacking” result in a material change to the Agreement for purposes of USDA/TDA purchases, HCDE/CP will proceed under the foregoing section entitled “Material Changes.”

#### **5.55.7 No Guarantee of Quantities**

Quantities for purchases paid for with School Nutrition Program funds are subject to change for various reasons, which include, but are not limited to the following: USDA commodity allocation(s), variations in student population, production item substitution(s), changes in consumer taste or expectations, pricing, and nutrition regulatory changes.

#### **5.55.8 Buy American Act**

The Buy American Act, set forth in 7 C.F.R. Part 210.21(d), requires that participants in the National School Lunch Program and School Breakfast Program use the federal nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. 7 CFR Part 210.21(d) defines a “domestic commodity or product” as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. “Substantially” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Because many HCDE/CP members participate in the National School Lunch Program and School Breakfast Program, HCDE/CP requires Vendor to certify whether its products are “domestic commodities or products”, as defined by 7 C.F.R. Part 210.21(d). Accordingly, Vendor agrees to provide certification and any necessary documentation requested by HCDE/CP member that the food product was processed in the U.S. and the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to HCDE/CP members. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 C.F.R. 210.21(d). “Substantially” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. When USDA Foods items are manufactured into processed end products, 51% of resulting food products must be of United States origin.

**Vendor certifies that Vendor shall provide food products that meet the Buy American provision. Vendor further certifies that, in compliance with the Buy American provision, its products are “domestic commodities or products” as defined by 7 C.F.R. § 210.21(d). Vendor further certifies that the food products it supplies are processed in the U.S. and Vendor shall certify the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to the District.**

If Vendor is repetitively unable to provide domestic food products, HCDE/CP member may require Vendor to provide evidence that Vendor is capable of fulfilling the terms and conditions of the Contract and specifically, the Buy American provision. If HCDE/CP member determines that Vendor is not capable of fulfilling the terms and conditions of the Contract and/or specifically, the Buy American provision, HCDE/CP member may terminate its Contract with Vendor. Vendor shall provide documentation that demonstrates that food products meet the Buy American provision.

Vendor must notify the District if a delivery contains non-domestic products, so the District may approve delivery as an exception to the Buy American provision. Vendor certifies that it will adhere to the notification requirements for the Buy American provision.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved by the CP member, upon request, by occurrence (i.e., delivery). Blanket exception approvals are not allowed. The District must determine that the use of a non-domestic food product is appropriate, using the USDA-prescribed questions in making the decision. *See* “Requirements for an Exception,” ARM Section 17b Buy American, at p. 19 (August 12, 2020). Vendor agrees to provide information to the District that will assist the District in this determination. The decision to purchase or accept delivery of a non-US product must be made by the District. Vendor agrees to comply with all requirements imposed by applicable law, USDA/TDA guidance, and the District concerning Buy American provision exceptions.

Vendor further agrees to provide HCDE/CP members with documentation verifying that a domestic product is not available and the cost range is reasonable within a reasonable time upon request by HCDE/CP members.

In the event Vendor or Vendor’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, HCDE/CP members may decide not to purchase from Vendor and/or HCDE/CP may terminate the Contract if Vendor is incapable of fulfilling the terms and conditions of the Contract, including the Buy American requirements.

Additionally, HCDE/CP members may require country of origin on all products and invoices submitted for payment by Vendor, and Vendor agrees to comply with any such requirement.

#### **5.55.9 Records Retention**

When school nutrition program funds are expended by HCDE or any CP member pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements promulgated by USDA/TDA. Vendor further certifies that Vendor will retain all records as required by USDA/TDA for a period of five (5) years after the end of the fiscal year to which the documentation/records pertain. Vendor further certifies that these records must be accessible to appropriate HCDE/CP member and federal or state reviewers. *See* TDA ARMS Manual, 17.107.

#### **5.56. FEMA Special Terms and Conditions**

The following terms and conditions apply to all procurements and purchases involving federal funds disbursed (by grant, reimbursement, or other financial assistance) by the Federal Emergency Management Agency (“FEMA”). In the event of a conflict or inconsistency between the following terms and conditions and any provision of the Agreement, the procurement solicitation issued by HCDE, or the portion of Vendor’s proposal submitted in response to HCDE’s procurement solicitation that is satisfactory to HCDE, the following terms and conditions shall control.

##### **5.56.1. Time and Materials**

Any time and materials contract must include a ceiling price that the Vendor exceeds at its own risk. The Vendor also agrees for Vendor to assert a high degree of oversight in order to obtain reasonable assurance that the Vendor is using efficient methods and effective cost controls, and Vendor agrees to fully cooperate with such oversight measures. 2 CFR § 200.318(j)(1).

**5.56.2. No Involvement in Development of RFP Specifications**

Vendor acknowledges that Vendor was not involved with developing or drafting the specifications, requirements, statement of work, invitation for bids or request for proposals for this procurement solicitation. 2 CFR § 200.319(a).

**5.56.3. “Cost plus a percentage of cost” Contracts Prohibited**

“Cost plus a percentage of cost” or “percentage of construction cost” forms of contract are prohibited under the Federal procurement standards and are ineligible for FEMA reimbursement. 2 CFR § 200.323(d).

**5.56.4. Bonding Requirements**

In accordance with 2 CFR § 200.325, for construction or facility improvement contracts or subcontracts exceeding the federal Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of HCDE/the CP member provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows: (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**5.56.5. Access to Records**

All contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department of Homeland Security and FEMA access to records, accounts, documents, information, facilities, and staff.

**5.56.6. Use of Logos**

Vendor acknowledges and agrees that Vendor is prohibited from using Department of Homeland Security seals, logos, and flags without specific FEMA pre-approval.

**5.56.7. FEMA Financial Assistance**

Vendor acknowledges that FEMA financial assistance will be used to fund the Contract and/or a Supplemental Contract, and Vendor agrees to comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

**5.56.8. Federal Government is not a party to the Contract/Supplemental Contract**

Vendor acknowledges and agrees that the Federal Government is not a party to the Contract and/or a Supplemental Contract and is not subject to any obligations or liabilities to HCDE or the CP member, Vendor, or any other party pertaining to any matter resulting from the Contract and/or a Supplemental Contract.

**5.56.9. Administrative Remedies for False Claims and Statements**

Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor’s actions pertaining to the Contract and/or a Supplemental Contract.

The first paragraph of Section 6.3.2 of the RFP is amended to read: The Vendor will prepare a JOB ORDER PROPOSAL for the project, including a price proposal (based on the bid coefficient applied to the UPB), schedule, written Scope of Work, including the UPB and the UPB’s 12-digit line number and unit description, using an automated software system that will provide a line item estimate of the individual tasks, the quantities, the city cost index, Vendor’s bid coefficient, and any applicable Pass Through cost additions, and additional items within the scope of this JOC/CSP and Vendor’s response to the JOC/CSP. The line items taken from the UPB and the estimated quantities totaled will be modified with the application of the city cost index and the contractor’s coefficient, unless otherwise agreed to by Vendor and CP in writing in a Supplemental Agreement. Any adjustment factors from division

one will be added to establish the final price as agreed to for the project. Cost adjustment factors, as allowed, must clearly identify those individual tasks (line items) to which they are applicable and include corresponding percentage. Each Job Order Quote shall be good for a period of 30 days unless an extension is agreed to by Vendor and the CP Member.

This Contract entered into as of October 30, 2023.

Harris County Department of Education

Cotton Commercial USA, Inc.

Jesus Amezcua  
Jesus Amezcua (Nov 2, 2023 17:47 CDT)

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



James Scaife  
Printed Name

President  
Title

Consider Approval of Contract Extension with BibliU

Staff is requesting Board approval to extend the bookstore contract for one year with BibliU, formally Texas Book Company, 8501 Technology Circle, Greenville, Tx 75402. The original three (3) year contract was awarded in 2022 with the option to extend for two (2) one-year terms. This is for the first one (1) year extension. This contract extension would begin on July 1, 2025 and end on June 30, 2026.

BOOKSTORE CONTRACT EXTENTION

**This Agreement** is entered into by and between BibliU (formally Texas Book Company, TBC) and Galveston College.

**Whereas**, Galveston College awarded the Book Store Management contract to Texas Book Company (BiBliU) starting, July 1, 2022, ending June 30, 2025, for a three (3) Year period with the option for two (2) additional one-year terms.

**Whereas**, the parties desire to accept the term thereof for a one (1) year period, with an optional one (1) year extension

**Now, Therefore**, the Book Store and The College agree to the following terms, covenants, and conditions.

Acceptance of the Book Store Agreement. The term of the Agreement is for a one (1) year period. Beginning **July 1, 2025** and terminating **June 30, 2026**, unless sooner terminated as provided in the Original Contract dated July 1, 2022.

Galveston College

Signed by: \_\_\_\_\_

Name: W. Myles Shelton

Title: President

BibliU (formally TBC)

Signed By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Consider Acceptance of Faculty Retirement

It is recommended that the resignation of the following individual be accepted and that the President acknowledge, with appreciation, service rendered to the College:

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
Paul Mendoza	Program Director/ Instructor of Culinary Arts	8/29/2025

Consider Reappointment of Full-time Faculty

It is recommended that the following individuals be reappointed to the faculty of Galveston College for the fiscal year 2025-26.

**Tenured Faculty**

Tyree C. Bearden	Anna E. Lacy
Kristopher M. Blackmon	Hong K. Mai
Dr. Conrad M. Breitbach	Sandra L. Martinez
Dr. Laimutis Bytautas	John C. Rimar
Don F. Davison	Dr. Srirajya L. Rudrabhatla
Dr. Laura J. Davison	Dr. Ana M. Sanchez
Diane M. Downes	Rodrigo Santoyo
Daniel W. Fink	Donna J. Swartz
Dr. Daniel G. Gebreselasie	Dr. Matthew W. Walker
Clint A. Jones	Jesse T. Warren

**Non-tenured Faculty**

Daniel Alcantar	Dr. Alex-Giovanny Peniche-Trujillo
Daniela E. Alvarado Carballo	Jaime F. Retiz
Adam Brandner	Rayssa Salinas
Jennifer L. Bane	Michael D. Savoie
Karen Bell	Anastasia Silvas
Brandi Castillo	Barton L. Stephenson
Tenora Charles	Dr. Michael J. Stickney
Dr. Jacquelyn Cresswell	Madalean Strawn
Courtney K. Cross	Melissa A. Tremont
Henry Deslaurier	Courtney Unkefer
Dr. John Donahue	Sandra Villarreal
Laura R. Gettman	Dr. Kavica D. Williams
Tamela Hall	Dr. Tirizia L. York
Sandra E. Hayden	
Angie B. Hoermann	
Floyd Holder IV	
Dr. Andre Isbell	
Vicki L. Jernigan	
Christina Johnson	
Amanda M. Jones	
James V. Love	
Donique V. Lungs	

**Non-tenured faculty based on continued grant funding:**

Dr. Ashley C. Hart  
Darin K. Larkin