Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

1001 Preston St., 1st Floor
Houston, Texas 77002

Harris County, Texas

Commissioners Court

Request for Court Action

File #: 24-6997 **Agenda Date:** 10/29/2024 **Agenda #:** 429.

Department: Economic Equity and Opportunity
Department Head/Elected Official: Estella Gonzalez

	YES	NO	ABSTAIN
Judge Lina Hidalgo	☑	☐	☐
Comm. Rodney Ellis	☑	☐	☐
Comm. Adrian Garcia	☑	☐	☐
Comm. Tom S. Ramsey	☑	☐	☐
Comm. Lesley Briones	☑	☐	☐

Regular or Supplemental RCA: Supplemental RCA
Type of Request: Contract - Award

Project ID (if applicable): N/A
Vendor/Entity Legal Name (if applicable): The Pierre Foundation

MWDBE Contracted Goal (if applicable): N/A
MWDBE Current Participation (if applicable): N/A
Justification for 0% MWDBE Participation Goal: N/A - Goal not applicable to request

Request Summary (Agenda Caption):
Request by the Department of Economic Equity & Opportunity for approval of an agreement to award $67,350 in grant funds to The Pierre Foundation for the Pathways to Prime program, funded with general funds authorized by the Local Government Code Chapter 381.004.

Background and Discussion:

On January 9, 2024, Commissioners Court approved a 381 grant-funded program (now called the Pathways to Prime program) to foster the creation of new M/WBE businesses and support the growth of existing ones by providing various capacity-building programs and initiatives.

On April 1, 2024, the Harris County Department of Economic Equity and Opportunity (DEEO) issued a Notice of Fund Availability (NOFA) to non-profits, community development corporations, and community development financial institutions, soliciting proposals for technical assistance and training programs for Minority and Women-Owned Business Enterprises (M/WBEs).

The application period closed on May 31, 2024, with 17 applications received. The evaluation committee, including DEEO, Purchasing, and Precinct observers, selected the highest-scoring initiatives to best support M/WBEs and increase their participation in County contracts.

DEEO is requesting to award The Pierre Foundation $67,350.00 for the period of November 1, 2024 to September 30, 2025 for networking opportunities with prime contractors. The Vendor Diversity division will administer and oversee the grant program. Throughout implementation, the recipient collects and reports data metrics to DEEO. Grant funds will be disbursed to recipients based on their reporting and program progress.

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Presented to Commissioners Court

October 29, 2024

Approve: G/E

Expected Impact:

The Pierre Foundation will facilitate networking opportunities with prime contractors through their project titled "Networking Opportunities with Primes: Learning Effective Engagement Strategies." This initiative aims to enhance the capacity of up to 750 MWBEs to engage effectively with prime contractors. The networking sessions will include workshops, networking events, and mentorship opportunities.

The goal is to equip MWBEs with the skills, knowledge, and connections necessary to successfully secure and manage contracts with prime contractors.

This request will be funded using existing general fund budget, it will not require an increase to DEEO's FY25 budget.

Alternative Options:
The Commissioners Court could forgo approving this request, resulting in DEEO's inability to implement this program, and allocated funds will remain unutilized.

Alignment with Goal(s):

_ Justice and Safety
X Economic Opportunity
_ Housing
_ Public Health
_ Transportation
_ Flooding
_ Environment
_ Governance and Customer Service

Prior Court Action (if any)**:**

Date	Agenda Item #	Action Taken
1/9/2024	83	New programming to enhance Minority Owned Women-Owned Business Enterprises (M/WBE) capacity using Local Government Code Chapter 381.004 authority.
1/10/2023	316	Approved to develop a new Chapter 381 Agreement

Location:
Address (if applicable):
Precinct(s): Countywide

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Fiscal and Personnel Summary				
Service Name	Inclusive Procurement, Vendor Diversity			
	Current Fiscal Year Cost			**Annual Fiscal Cost**
	Labor	**Non-Labor**	**Total**	**Recurring Expe**
Funding Sources				
Existing Budget				
1000 - General Fund	$	$67,350.00	$67,350.00	$
Choose an item.	$	$	$	$
Choose an item.	$	$	$	$
Total Current Budget	$	**$67,350**	**$67,350**	$
Additional Budget Request (*Requires Fiscal Review Request Form*)				
Choose an item.	$	$	$	$
Choose an item.	$	$	$	$
Choose an item.	$	$	$	$
Total Additional Budget Request	$	$	$	$
Total Funding Request	**$**	**$67,350**	**$67,350**	**$**
Personnel (Fill out section only if requesting new PCNs)				
Current Position Count for Servic	-	-	-	-
Additional Positions Request	-	-	-	-
Total Personnel	**-**	**-**	**-**	**-**

Anticipated Court Date: October 29, 2024
Anticipated Implementation Date (if different from Court date):

Emergency/Disaster Recovery Note: Not an emergency, disaster, or COVID-19 related item

Contact(s) name, title, department:
Estella Gonzalez, Executive Director, Economic Equity and Opportunity
Maya P. Thornton, Director, Inclusive Procurement, Economic Equity and Opportunity

Attachments (if applicable)**:**
Grant agreement with The Pierre Foundation
Copy of Notice of Funds Availability

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

LOCAL GOVERNMENT CODE CHAPTER 381 - PERFORMANCE AGREEMENT BETWEEN HARRIS COUNTY AND THE PIERRE FOUNDATION

THE STATE OF TEXAS §

COUNTY OF HARRIS §

THIS AGREEMENT is made and entered into by and between Harris County, hereinafter referred to as "the County," a body corporate and politic under the laws of the State of Texas, and The Pierre Foundation hereinafter referred to as "the Recipient."

RECITALS:

Pursuant to Texas Local Government Code Ann. §381. 004, as amended, the Commissioners Court of the County desires to award a certain sum to the Recipient in exchange for the performance of certain activities (the "Required Activities") by the Recipient to be implemented through and documented by the Harris County Department of Economic Equity and Opportunity (the "Department") for one or more of the following purposes: (i) for local economic development; (ii) for small or disadvantaged business development; (iii) to stimulate, encourage, and develop business location and commercial activity in the County; (iv) to improve the extent to which women and minority businesses are awarded County contracts; and (v) to support comprehensive literacy programs for the benefit of County residents.

The Department's Mission is to connect, value, and empower people, businesses, and communities. The Department's Vision is an inclusive, accessible, prosperous, and resilient Harris County economy.

NOW, THEREFORE, the County and the Recipient, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE I
Recipient Qualifications

Section 1.01: Recipient Representations and Warranties. Recipient represents that Recipient:

(a) is a non-profit entity authorized to promote economic development in all or a portion of Harris County;

(b) is engaged in on-going efforts to stimulate and encourage business and commercial activity in Harris County as delineated in the Recitals;

(c) will comply with any reasonable request for information made by any other organization or entity receiving funds under a Local Government Code Chapter 381 - Performance Agreement with the County (a "381 Performance Agreement").

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Additionally, to the extent feasible, the Recipient will use the resources and collaborate with of the Economic Development and Tourism Division of the Texas Governor's Office to implement activities to stimulate and encourage business location, business expansion, and commercial activity in the County as delineated in the Recitals; and

(d) will participate in joint projects and coordinate its activities with all other organizations or entities with whom the County has a 381 Performance Agreement in an effort to reduce duplication of Required Activities and to enhance cooperation throughout the County.

ARTICLE II
Required Activities, Reporting

Section 2.01: Required Activities: Recipient will perform any or all activities described in the following paragraphs and more fully described in Exhibit A "Required Activities":

WMembership/Sponsorship. Recipient will provide to the County all benefits accorded an organization that pays the highest level of membership fee, and list the County as a top-level sponsor of any meetings, conferences, or seminars, whether held in person or virtually, the Recipient hosts during the agreement period, and will provide twelve seats to County to each such event at no added cost. Additionally, the County, including agents and employees of the Department, holds the right to attend any events hosted by the Recipient to ensure compliance of the agreed upon terms.

.(hlSmall and/or Disadvantaged Business Development Programs. Disadvantaged or Minority and/or Women Owned Business Development Programs. Recipient will develop and conduct workshops, seminars, and programs designed to assist and promote the efforts of small and/or disadvantaged businesses located or headquartered in the County to develop their businesses (e.g., start, expand, and scale) within the County. This may include training on business planning, banking services, business accounting, market outreach strategies, and other training and certifications deemed to provide support and enhance growth potential for disadvantaged or minority and/or women owned local businesses. Recipient agrees that all workshops, seminars and programs shall be pre-approved by the Department.

_uuBusiness Recruitment and Retention. Recipient will assist the County with new business development and existing business retention by making available marketing materials that demonstrate the County's strengths and advantages, especially related to its workforce pool, research universities and institutions, and its innovation infrastructure, as well as a diverse industry base and transportation advantages, and by promoting the County's quality of life and world-class attractions. Recipient will also report to the Department all site selection visits and meetings with businesses considering siting or expanding in the County.

@Recipient shall assist the County by providing marketing materials for the promotion and recruitment to increase participation of eligible M/WBE businesses. All literature, including social media posts and outreach materials, must prominently display the

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

County-provided logo, which shall read "Powered by Harris County DEEO." The logo must be sized at 1 inch by 1.5 inches for printed literature sized 8.5 x 11 inches and scaled accordingly for any non-standard size literature.

The County will assist in the promotion of all approved literature.

iii. The Recipient shall provide the Department with the following materials: marketing materials, registration links, contact information, and a designated point of contact. These materials will be included on the Department website.

(g) Minority and Women Business Enterprise (MWBE), Disadvantaged Business Enterprise *(DBE)* Assistance Programs. Recipient will develop and will conduct workshops, seminars, networking events, programs, and mentorship opportunities designed to equip MWBE's and DBE's with the skills, knowledge, and connections necessary to secure and successfully manage contracts with prime contractors contracting with the County and other governmental entities.

(h) The proposed project will provide a comprehensive program that includes workshops, networking events, and mentorship opportunities designed to equip MWBEs to secure and successfully manage contracts with prime contractors.

iii. The Recipient agrees to tailor workshops, networking events, and mentorship opportunities to meet the specific needs of Harris County. The Recipient shall ensure that all Harris County Departments, prime contractors collaborating with the County, and designated Harris County personnel participate in exhibitor engagement for each concurrent forum. All concurrent forums must be offered in both English and Spanish. The Recipient must partner with Harris County's Purchasing Department for all procurement workshops, forums, and panels to ensure alignment with County policies.

iii. The Recipient agrees that all resource agencies participating in workshops, forums, panels, or exhibitor engagement are recognized certifying agencies by Harris County. This includes, The City of Houston, National Minority Supplier Development Council (including local chapter - MBE), SBA (8(a) certification), State of Texas Comptroller (HUB), Texas Unified Certification Program (DBE), and Women's Business Enterprise National Council (including local chapter - WBE).

(k) Recipient agrees that all forums, seminars, workshops, and networking events shall be pre-approved by the Department.

iii. Economic Information. Recipient will make available to the County, (i) copies of all studies, reports and evaluations relating to economic development issues, except for items related to confidential prospects; and (ii) copies of all Recipient publications.

Section 2.02: Recipient Reports.

(a) Recipient shall submit monthly report reflecting program data and metrics, beginning thirty (30) days after the Effective Date, and not exceeding the 5th day of each month. Additionally, Recipient will submit an electronic Recipient Report and Performance Measures with attached Invoice on the reporting dates, in a format approved by the County and incorporated in Exhibit A "Required Activities", describing the specific services performed under Section 2.01 of this Agreement during the Agreement term. Submissions shall be sent to the Harris County Department of Economic Equity &

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Opportunity via electronic submission through the digital link that will be provided during the post-award compliance meeting. Recipient Reports will exclude services performed for other counties or will separately state such services. Each report will state, in addition to other information required by Harris County, the County Commissioner's Precinct for which each specific activity was performed.

i',.(b) No Invoice shall be paid until the respective Recipient Report and Performance Measures is received by the County and is deemed administratively complete.

r e) No Invoice shall b paid unless the associated Re ipient Rep rts and Pei:£'ormance Measures are submitted no later than 30 days followmg the reqmred Reportmg Date.

4-,(d) On the 61 st day after the end of the Agreement term, any unpaid Invoices will be deemed forfeited and any remaining funds shall be deemed to have been reduced from the Agreement award. If any funds have, at such time, been forwarded to Recipient but remain unspent, Recipient agrees to return such funds to the County immediately.

(e) Funds paid to Recipient will not exceed a portion of the Award allocated to Recipient, pursuant to this Section 2.02(e), Recipient Reports and Performance Measures, including applicable Invoice(s), must be submitted to the County in the manner described in Section 2.02(a) above, on or before the following Reporting Dates:

(i) Sixty (60) days following the Effective Date (as defined in Article III)-payment limited to 25% of Award;
(ii) One hundred eighty (180) days following the Effective Date - payment limited to 50% of Award (inclusive of the first 25% provided above); and
(iii) Thirty (30) days following the Expiration Date (also defined in Article III) - payment up to remaining unpaid Award.

(f) Contact with the news media, citizens of Harris County, or governmental agencies shall be the responsibility of the County. Under no circumstances shall Recipient release any material or information developed in the performance of the Required Activities without the express written permission of the County. Notwithstanding the above, Recipient is permitted to contact, utilize and work with media as it pertains to their duties hereunder to market the County for economic development purposes.

Section 2.03: Compliance and Quality of Performance.

(a) Recipient warrants and represents that (i) it will perform the Required Activities in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations, including the Prompt Pay Act, relating to such Required Activities; (ii) it is registered with the Texas Secretary of State to transact business in Texas, and is current on all state and local fees and taxes, including but not limited to Franchise Account Status with the Texas Comptroller of Public Accounts of in good standing.

(b) Recipient warrants and represents that neither it, nor any of its principals or other affiliated entities, (i) owe any debts to Harris County, including, but not limited to delinquent taxes, court

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office; and (ii) that it is not in breach of any other contract, obligation or covenant that would affect Recipient's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.

(c) Recipient warrants that neither it nor any of its employees is an "Ineligible Person." An "Ineligible Person" is an individual or entity who: (i) is currently excluded, debarred, suspended, or otherwise ineligible to participate in any federal and/or state grant, health care program, or in federal and/or state procurement or non-procurement programs (including, without limitation, persons who are on the List of Excluded Individuals or Entities of the Inspector General, List of Parties excluded from Federal Programs by the General Services Administration or the Medicaid Sanction List); or, (ii) has been convicted of a criminal offense related to the provision of health care items or services [within the rules and regulations of 42 USC §1320a-7(a)], but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

(d) Recipient agrees to report immediately to the County if it becomes an "Ineligible Person" during the term of this Agreement, or to cease assigning any employee to perform any Required Activities if the employee becomes an "Ineligible Person" during the term of this Agreement.

(e) Recipient warrants and represents that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) - Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Recipient must immediately notify the County of any such exclusion or suspension. Recipient warrants and represents that it is in good standing with all State and Federal agencies that have a contracting or regulatory relationship with the County. Recipient warrants and represents that no person who has an ownership or controlling interest in its business or who is an agent or managing employee of Recipient has been convicted of a criminal offense related to involvement in any federal program.

(c) Should Recipient retain the services of a third party (a "Sub-recipient") to perform any of the Required Services herein, the Recipient will verify that each such Sub-recipient is in compliance with this Section 2.03.

(d) Should there be a conflict between the body of this 381 Performance Agreement and any exhibits or attachments thereto, the main body of this 381 Performance Agreement will take precedence, unless expressly stated otherwise herein.

Section 2.04: Independent Parties.

(a) The Required Activities performed by Recipient under this Agreement are performed by Recipient as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Recipient shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

State of Texas. Recipient has no authority to bind or otherwise obligate the County orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and Recipient. Recipient has no authority to enter into contracts or agreements on behalf of the County.

(b) **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT RECIPIENT IS NOT AN INDEPENDENT CONTRACTOR, RECIPIENT AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FOR ANY AND ALL DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY COUNTY AS A RESULT OF THIS DETERMINATION.**

(c) Recipient is solely responsible for the payment of wages and any applicable benefits to workers for the Required Activities. Recipient is responsible for withholding federal and state income taxes, paying Federal Social Security taxes, maintaining unemployment insurance and maintaining workers' compensation insurance in an amount and under such terms as required by the applicable laws of the State of Texas.

COUNTY'S PAYMENT(S) ARE TO THE RECIPIENT. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT(S) TO RECIPIENT'S WORKERS OR SUB-RECIPIENTS. RECIPIENT SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.

(d) Recipient's workers are not entitled to any contributions by or benefits from the County for any pension plan, bonus plan or any other benefit plan. The County is not responsible to Recipient or Recipient's workers for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.,* as amended; or any provisions of the Texas Labor Code Ann., as amended.

Section 2.05: Liability & Risk.

(a) Liability of County. Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County. The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas. Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

(b) Indemnification. **THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF EITHER A CERTIFICATE OF SUBSTANTIAL COMPLETION OR FINAL SYSTEM ACCEPTANCE IN WHOLE**

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

OR IN PART SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS ARTICLE.

RECIPIENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS ("INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF RECIPIENT, OR ANOTHER ENTITY OVER WIDCH RECIPIENT EXERCISES CONTROL, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUB-RECIPIENT OR SUPPLIER; COMMITTED BY RECIPIENT OR ANOTHER ENTITY OVER WHICH RECIPIENT EXERCISES CONTROL.

RECIPIENT SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WIDCH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY RECIPIENT OR ANOTHER ENTITY OVER WHICH RECIPIENT EXERCISES CONTROL.

COUNTY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH ANY SUCH SUIT OR PROCEEDING.

(c) Recipient Insurance. The Recipient shall, at all times during the term of this Agreement, maintain insurance coverage with not less than the type and requirements in this Article. Such insurance is to be provided at the sole cost of the Recipient. These requirements do not establish limits of the Recipient's liability: (i) all policies of insurance shall waive all rights of subrogation against the County, its officers, employees, and agents; (ii) upon request, certified copies of original insurance policies shall be furnished to the County; and (iii) the County reserves the right to require additional insurance as it deems it necessary. Recipient shall maintain at a minimum:

a) 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.

One Million Dollars ($1,000,000.00) each occurrence Limit Bodily Injury; Products-Completed/Operations Limit One Million Dollars ($1,000,000.00); One Million Dollars Personal and Advertising Injury Limit ($1,000,000.00); General Aggregate Two Million Dollars ($2,000,000.00) per project; Umbrella/Excess Liability One Million Dollars ($1,000,000.00) Each Occurrence, Two Million Dollars ($2,000,000.00) Aggregate.

The County shall be named as an "additional insured" on the commercial general liability policy and any separate policies, where applicable, covering the requirements of this Article.

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

b) Professional/Errors and Omissions Liability, One Million Dollars ($1,000,000.00) Each Occurrence, One Million Dollars ($1,000,000.00) Aggregate.

c) Workers' Compensation (with Waiver of subrogation to the County) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the Project, and in accordance with Texas state law.

d) Automobile Liability Coverage: Combined single limit of One Million Dollars ($1,000,000.00) Combined Liability Limits for Bodily Injury and Property Damage Combined. The County shall be named as an "additional insured" on the automobile policy.

(d) Proof of insurance with proof of waiver of subrogation and County designated as an "additional insured" must be returned attached to the signed Agreement as Exhibit D, which is attached hereto and incorporated herein by reference.

Section 2.06: Post-Award Workshop. In addition to the requirements of Section 2.01 above, Required Activities include attendance at a post-award workshop (to be separately scheduled by the County. Attendance for this workshop is MANDATORY. During this workshop all detailed information on reporting, marketing, and data and metrics will be discussed.

ARTICLE i11
Term

This Agreement is for the eleven-month period beginning **November 1, 2024** (the "Effective Date") and ending **September 30, 2025** (the "Expiration Date").

ARTICLE IV
Payment, Audit, and Limitation of Appropriation

Section 4.01: Contractual Amount. Upon satisfactory performance of the Required Activities and receipt of Recipient Reports and Performance Measures required by this Agreement, the County agrees to award the Recipient for the eleven-month period covered by this contract, the total maximum sum of **$67,350** (the "Award"). The Award incorporates all charges such as labor, equipment, material, delivery and any other costs incurred. Recipient shall not perform any Required Activities until it receives a Purchase Order from the County. Any Required Activities performed prior to the receipt of a Purchase Order shall be at the Recipient's sole expense.

Section 4.02: Invoices for Payment. Recipient will submit to County a total of three (3) Invoices, as specified in Section 2.02(e) above. In the event that an Invoice and associated Recipient Report and Performance Measures are not received by County on or before the due date stated herein, the respective payment will be denied, unless at the sole discretion of the Department, the Department elects to hold payment until the Department deems the requirements of Section 2.02 and this section have been satisfied. *To receive payment for each Invoice,* Recipient will submit applicable invoices, reports and other submissions to the Harris County Department of Economic Equity & Opportunity via electronic submission through the digital link that will be provided during the

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

post-award compliance meeting. to the Director of Inclusive Procurement, Harris County Department of Economic Equity and Opportunity, 1301 Franklin Street, First Floor, Houston, Texas 77002.

"5ection 4.03: Audits. Recipient will submit, within six (6) months of the close of its fiscal year, a complete set of audited annual financial statements to: (1) Director of Inclusive Procurement via electronic mail to mybeoutreach@eeo.hctx.net; and (2) Harris County Auditor's Office - Accounts Payable Division, 1001 Preston, 8th Floor, Houston, TX 77002. The financial statements must be certified by an independent auditor or audit firm and must set out all material information concerning the financial activities and financial condition of the Recipient for its most recent fiscal year. The County has the right to separately audit all books, records, and accounts of the Recipient, provided that such audit is conducted at the expense of the County.

Section 4.04: Allocated Funds: Limitation of County's Duties. Prior to the execution of this Agreement, Recipient has been advised by the County and the Recipient clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that there is available the amount of the Award, as stated in Section 4.01, to be specifically allocated to fully discharge all liabilities which may be incurred by the County under the provisions of this Agreement. When the Award, as certified, has been expended, Recipient's sole and exclusive remedy shall be to terminate this Agreement. If the Required Services will equal or exceed the amount certified available, Recipient shall notify the County immediately.

Section 4.05: Record Retention. The Recipient agrees to retain within the boundaries of Harris County, for six (6) years after the expiration of this Agreement, all books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement. The Recipient will retain and make available, and insert the requisite clause in each applicable subcontract requiring its subcontractors to retain and make available, the books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement.

ARTICLE V
Termination

Section 5.01: In General. It is specifically agreed that the Recipient is not obligated to perform any Required Activities, and the County is not obligated to make any payments for services performed after **September 30, 2025.**

Section 5.02: Termination. Either party may terminate this Agreement with thirty (30) days notice. In the event that the County or the Recipient terminates this Agreement, the Recipient must furnish the County, within thirty (30) days from the date of the termination, with a final Recipient Report and Performance Measures for the period beginning with the day following the last day of the period covered by the last Recipient Report and Performance Measures, and ending with the day of termination. The report must contain the information required in the reports submitted under Articles II and IV and is subject to audit by the Harris County Auditor's Office. In no event is the County obligated to pay for any Required Activities performed after the date of termination.

Section 5.03: Duplication of Benefits. Harris County nor Recipient shall carry out any activities in a manner that results in a prohibited duplication of benefits as defined by any applicable Federal,

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

State or Local law, statute or regulation. Contract will be terminated immediately if there is a duplication of benefits. Attached Exhibit B "Duplication of Benefits Attestation" is incorporated by reference and shall be signed by Recipient.

ARTICLE VI
Texas Public Information Act

Section 6.01: The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 *et seq.,* as amended (the "Act"). Recipient expressly understands and agrees that (i) the County will release any and all information necessary to comply with Texas law without the prior written consent of Recipient; (ii) the County, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not the same are available to the public; and (iii) the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers, and employees shall have no liability or obligations to Recipient for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General.

Section 6.02: If the County receives a written request for information pursuant to the Act that affects Recipient's rights, title to, or interest in any information or data or a part thereof, furnished to the County by Recipient under this Agreement, then the County will promptly notify Recipient of such request. Recipient may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Recipient is (i) solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act; and (ii) solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

Section 6.03: Electronic Mail Addresses. Recipient affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Recipient and agents acting on behalf of Recipient and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

ARTICLE VI
Miscellaneous Provisions

Section 7.01: Independent Contractor. The relationship of the Recipient to the County is that of an independent contractor. The County has no authority to direct the day-to-day activities of any of the Recipient's employees nor does the County have any authority over the Recipient's personnel decisions.

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Section 7.02: Assignment and Parties in Interest. This Agreement shall bind and benefit the County and the Recipient and shall not bestow any rights upon any third parties. Recipient shall not assign, sublet, or transfer its or his interest in this Agreement without written consent of the County.

Section 7.03: Non-waiver. Failure of either party to insist on the strict performance of any of the terms herein or to exercise any rights or remedies accruing there under upon default or failure of performance is not a waiver of the right to insist on and to enforce by an appropriate remedy strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

Section 7.04: Applicable Laws: This Agreement is subject to and is to be construed in accordance with the laws of the State of Texas. This Agreement is performable in Harris County, Texas. The Recipient agrees to perform the activities hereunder in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas

Section 7.05: Ambiguities. In the event of any ambiguity in any of the terms of this Agreement, it is not to be construed for or against any party hereto on the basis that such party did or did not author the same.

Section 7.06: Captions. The captions at the beginning of the Articles of this Agreement are guides and labels to assist in locating and reading such Articles, and therefore, will be given no effect in construing this Agreement and will not be restrictive of the subject matter of any Article, Section, or part of this Agreement.

Section 7.07: All-Inclusive. This Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

Section 7.08: Notices. All notices required or permitted hereunder must be in writing and are deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address provided below or at such other address as the receiving party may have thereafter provided by notice to the sending party:

FOR Tiffi COUNTY: Harris County
Department of Economic Equity and Opportunity
Attn: Director of Inclusive Procurement
1001 Preston St., Ste. 670
Houston, Texas 77002

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

FOR Tiffi RECIPIENT: The Pierre Foundation
Attn: J. Goodwille Pierre. M. Ed., J.D.
2100 Travis Street, Suite 825
Houston, TX 77002

Section 7.09: Execution. The County executes this Agreement by and through the County Judge of Harris County or her designee acting pursuant to Order of the Commissioners Court of Harris County so authorizing. This Agreement shall not become effective until executed by all parties hereto.

Section 7.10: Conflict of Interest. Recipient warrants and represents to the County that it does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, Recipient warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this Agreement with the County, and that Recipient has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have the right to terminate the Agreement without liability or in its discretion to deduct from the Agreement amount, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingent fee. Prior to execution of the Agreement, Recipient shall, as an update, complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties," Recipient warrants and represents that all the information on the form is complete and accurate.

Section 7.11: Lobbying. Contractor shall not use County funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the Agreement term funding to Contractor exceeds $100,000.00, Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."

Section 7.12: Whistleblower Protection. Recipient understands and agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. Recipient shall insert the substance of this clause; paragraph M ("Whistleblower Protection Act"), in all subcontracts performing activities under this Agreement.

Section 7.13: Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Recipient warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Recipient does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Section 7.14: Anti-Boycott. Recipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2270.002, that unless Recipient meets an exemption under subsection (a), then, as required by subsection (b), Recipient's signature on this Agreement constitutes Recipient's written verification that it does not boycott Israel and will not boycott Israel during the term of the contract.

APPROVED AS TO FORM:

HARRISCOUNTYATTORNEY
CHRISTIAN MENEFEE

By: _____
RANDY KEENAN
Sr. Assistant County Attorney
CACI: 24GEN2246

HARRISCOUNTY

DocuSigned by:
By: _____
266G1B1FGB5A4DC...
LINA HIDALGO
County Judge

Date Signed: October 29, 2024

THE PIERRE FOUNDATION;::[,vC,,

ATTEST:

OFFICER: J. Goodwille Pierre, Esq

By: _____
Title President

By: _____
Name: _____
Title: _____

Date Signed: 10/31/2024

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

EXHIBIT A

Required Activities

Due to the nature of the Award for this program, this Exhibit "A" is comprised of two (2) components, as follows:

(a) Exhibit "A-1": The Notice of Funds Availability issued by the County seeking responses from third parties relevant to the "Pathways to Prime Program", including relevant Addendums; and

(b) Exhibit "A-2": The response received from Recipient detailing their proposal and activities to be performed in consideration of the Award.

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Exhibit A-1

Notice of Funds Availability

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

HARRIS COUNTY
DEEO
DEPARTMENT OF ECONOMIC EQUITY AND OPPORTUNITY

Notice of Funding Availability (NOFA} for Harris County M/WBE Pathways to Prime Grant Program

Funding Opportunity Title: Harris County M/WBE Pathways to Prime Grant Program

Summary/Synopsis/General Information: Harris County's Department of Economic Equity & Opportunity (the "DEEO") is pleased to announce the availability of funds for non-profit economic development organizations, community development corporations, and community development financial institutions to implement the Harris County M/WBE Pathways to Prime Grant Program. The program focuses on providing technical assistance and training, which includes certification and bonding support.

Funding Instrument Type: Grant

Category of Funding: M/WBE Capacity Building

Estimated Total Program Funding: $250,000

Expected Number of Awards: 3-5

Closing Date for Applications: May 31, 2024

Program Description and Requirements

Background

On November 20, 2020, Harris County Commissioners Court adopted the Minority- and Woman-Owned Business Enterprise Program Policy (M/WBE Policy) and, in 2021, began implementing the policy with aspirational goals set for Harris County procurement activities. A recent M/WBE utilization report shows that while the share of M/WBE contracted companies has increased, the majority have been in the subcontractor category for tracked county procurement opportunities since the program's inception. The purpose of this MWBE Pathways to Prime Grant Program is to provide targeted technical assistance, training, and support aimed at creating and enhancing the M/WBE's business operational capacity and growth strategy through eligible organizations.

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Objectives and Priorities

The goal of the program is to improve the extent to which the M/WBE businesses participate in Harris County contracting opportunities. Increased participation in such contracting work builds the M/WBE's experience and competency, forming a solid foundation for expanding operations and prime contracting capacity. This Grant Program focuses on providing technical assistance and training, which includes certification and bonding support to targeted beneficiaries, that is both established M/WBEs and new M/WBEs.

Award Information

Type of Funding Instrument: Grant

Available Funds: Minimum of $50,000 to a maximum of $100,000 per grant recipient

Number of Awards: 3-5 recipient organizations

Period of Performance: October 1, 2024 - September 30, 2025

Program Eligibility Requirements

I. Recipient must demonstrate that the proposed Scope of Work would:
   a. Support and/or develop and/or create the business capacity of M/WBEs
   AND/OR
   b. Improve the extent to which M/WBEs are awarded Harris County contracts

II. Recipient must be:
   a. A non-profit entity authorized to promote economic development, community development corporations, and/or community development financial institutions in all or a portion of Harris County; and the County funds shall be limited to be utilized within the County
   b. Engaged in ongoing efforts to stimulate and encourage business and commercial activity in Harris County

III. Recipient will perform any or all the following activities:
   a. ***Training and Technical Assistance Programs:*** The Recipient will develop and conduct workshops and seminars in English and Spanish (at a minimum) and provide targeted training and technical assistance to support the creation of new M/WBEs or to help established M/WBEs reach specific goals to develop or expand their capacity and operations to obtain contracting opportunities with the County. The recipient will develop and implement eligibility criteria for M/WBEs to receive training, technical assistance, and tailored consultation. The recipient must collect relevant data and provide progress reports evidencing implementation and impact.

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

- Business Planning
- Banking Services
- Capital Access
- Loan Application Assistance
- Business Accounting
- Product Development
- Market Analysis and Market Outreach Strategies
- Procurement response assistance, including proposal development
- Growth Strategies and Planning
- Talent Attraction, Mentoring, and Retaining strategies
- Risk Assessment and Management
- Networking opportunities with Primes, learning effective engagement strategies
- Insurance Needs
- Certification Support
- Bonding Support
- Creation of Joint Ventures
- Other Services

Application and Submission Information

I. **Application Opens:** April 1, 2024, at 8:00 AM CST

II. **Intent to Respond:** Via Bonfire platform. no later than May 31, 2024

Application Requested Information

All applications should be submitted electronically via the Bonfire platform by **5:00 PM CST on May 31,2024.**

The full applications should include the following:

I. Title Page and Organizational Information

a. Point of contact (name, address, email, telephone number)
b. Proposed project location(s)
c. The legal status of the applicant entity
d. History and purpose of the organization
e. Financial capacity
f. Resumes of the key leadership positions that will be directly managing the program
g. Board of Directors (if applicable)

II. Project Narrative: Please describe in detail your ability to successfully administer the program with the following:

a. Demonstration of the capacity to provide technical and/or training assistance.
b. Detail how the assistance provided will increase M/WBE participation in Harris County contracting opportunities.
c. References and/or examples of strong relationships, projects, and experiences with providing services to M/WBEs in Harris County, or the greater Houston area.
d. Strategy to provide program applications and resources in various languages. English and Spanish are required.
e. Provide a detailed project timeline and intended outcomes including milestones.

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

III. ***Reporting***

a. Describe your plan for reporting on the status of the MWBE Pathways to Prime Grant Program.

b. Describe your data management plan for capturing the following types of data:

- o Number of M/WBEs that reached their specific goals and milestones
- o Number of M/WBEs that obtained required training that the recipient was awarded
- o A report on the type of goals and milestones set and how many M/WBEs reached them (percentage/success rate)
- o Characteristics of the M/WBEs assisted or created, including primary business activities (e.g., NAICS code), employment size, annual revenue, number of years in business, the value of contracts it generally seeks, etc.
- o Comply with any reasonable request for information made by any other organization or entity receiving funds

IV. ***Community Engagement Strategy:***

a. Describe your marketing strategy for informing the public and the plan to engage the M/WBE business community.

b. Outline the methodology of your application process in order to select program beneficiaries. (i.e., Online application portal, outreach events, or advertisements).

c. Describe activities to inform and solicit beneficiaries who are not likely to hear about your proposed project without special outreach. Where applicable, include plans to advertise in English and the service area's spoken language (i.e., Spanish). Include a time line for those activities, goals for the number of small businesses to contact, the number of staff involved in the community engagement, and any activities that the applicant has previously carried out.

V. Budget with budget narrative, mapped to project timeline:

a. Describe your proposed timeline, including, estimated program beneficiaries, number of courses or session offered, and provide transparency of how grant funds will be utilized.

b. Complete "Budget Proposal" Excel detailing all expenditures for the total amount requested.

Application Submission

Your Submission must be uploaded, submitted, and finalized prior to the closing on **Friday, May 31, 2024, at 5:00 pm (CST).**

Submissions should be uploaded at Harris County Bonfire Portal

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Questions:

Any questions or needed clarifications pertaining to this application shall be submitted through Bonfire Messages: Vendor Discussion. All responses to questions will be posted publicly and available to all applicants. Please check for Public Notices prior to final submission. The window for question for this application must be submitted no later than: **Wednesday, May 1, 2024, at 10:00 am (CST).**

Submission:

It is recommended that once you have completed your final submission and received a notice status of "submission Complete" from Bonfire, you access your account again and review the documents to verify that the correct content has been provided. Once the close date has passed, you will not have an opportunity to change any of the submitted documents.

All applications must be SUCCESSFULLY submitted by **Friday, May 31, 2024, at 5:00 pm (CST)** regardless of your organization's ability to submit applications on line. It is the applicant's sole responsibility to ensure that application documents successfully arrive before the due date and time. The County's online bidding application utilizes the Internet and the World Wide Web, which is comprised of systems that are completely out of the County's control. It is highly recommended that the applicants allow themselves enough time to complete a successful submission. Do not wait until the last minute. MAILED, FAXED OR E-MAILED SUBMISSIONS WILL NOT BE ACCEPTED.

Requested Information

1. Organizational Information
2. Project Narrative - For each service area an application is submitted a separate project narrative must be provided to detail that specific programs objective.
3. Reporting
4. Community Engagement Strategy
5. Budget/Cost Proposal - For each service area an application is submitted a separate budget/cost proposal must be provided to detail that specific programs objective. This will include the excel spreadsheet and a narrative describing how the funds will be utilized.
6. MWBE Pathways to Prime Grant Questionnaire (Q-23JT)
7. Company Brochure/Literature (Optional)

Review and Selection Process

All applications will be examined by an evaluation committee consisting of various Harris County personnel and Harris County Purchasing staff and graded according to the selection criteria set out below:

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Evaluation shall be based on all factors in accordance with the evaluation criteria. Submission of an application serves as acceptance of the evaluation criteria and recognition that the Evaluation Committee must make subjective judgments:

I. Applicant Experience and Capacity {20) %

a. Based upon the applicant's overall capacity and experience that is relevant to the work in this NOFA and demonstrated ability to provide successful program, financial, and partnership management and technical and data expertise during the term of the contract.

b. The extent to which the applicant demonstrates the capability to provide services promptly, including staffing size and capabilities, experience with similar projects, the ability to perform work, and the ability to comply with funding requirements.

II. Project Attributes and Objectives I Needs to be Addressed {30) %

a. Referring to the soundness of the applicant's planned approach to the project, including the ability to address current and future challenges, planned approach to working in partnership with the County and other stakeholders, evidence of organizational buy-in, and proposed staffing approach.

b. Description of program design, including the strategies to achieve the program goals.

III. Timeline, Project Reach, and Intended Outcomes {20) %

a. Quality and feasibility of time line and major milestones.

b. Quality of listed goals and outcomes of the project, including key performance indicators and metrics to track impact.

c. Explanation of the project's reach, priorities, and relevance to communities and M/WBEs.

IV. Community Engagement and Equity [20] %

a. Quality of marketing and community engagement strategy.

b. Evidence provided the applicant has the capacity to perform dual language outreach for community engagement and facilitate dual language program.

V. Budget I Cost {10) %

a. The extent to which the budget supports the proposed project.

b. Budgeted costs are reasonable, allowable, and allocable; include projected cost for delivery of technical assistance per M/WBE.

c. The quality of the organization's financial review is also considered.

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Award Administration Information

Award notification is tentatively scheduled to occur in July 2024 via email.

Grant award recipients will be required to attend a post award meeting to ensure full compliance with grant requirements. Tentatively, September 2024 Grant Agreements will be executed, and program implementation will commence October 2024.

DEEO will review and evaluate recipient monthly reports from the grant recipient containing the requested data metrics. DEEO will review and process monthly invoice reimbursements. Payments are contingent on submission of required reports. Specific details on requirements will be communicated with grant recipients during the post award meeting.

Beginning November 2024, program data and metrics must be submitted no later than the 5th of each month. Payments will be disbursed based on the reporting schedule below:

- 25% grant payout 60 days after the Agreement effective date
- 50% grant payout 180 days after the Agreement approval effective date
- 100% grant payout within 30 days after the end date of the Agreement

By adhering to these responsibilities, both recipients and DEEO aim to ensure the effective implementation and evaluation of the program during the specified grant period.

Contact Information

Jessica Herrera, Senior Manager, Business Development and Outreach
Email: MWBEoutreach@eeo.hctx.net

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

April 24, 2024

RFA 2025 Grant Application - MWBE Pathways to Prime Grant Application (Notice of Funds Available - NOFA)

Addendum #1

This addendum is issued to explain, modify and correct the original Request for Application (RFA) document. This addendum and any subsequent addenda are hereby made a part of the RFA document and related specifications. In the event of a conflict, the most recent document will govern.

All other terms, conditions and requirements of the original RFA remain the same at this time.

Added Requested Documentation

- Nonprofit Status - 501(c)(3)

Q: We were selected as a prime on a Harris County contract that called for a pool of vendors. We have not been given any POs or opportunities for work. So, would we still be eligible for this opportunity?
A: Yes, the purpose of the grant is the increase participation of MWBEs in County contracts. Applicants will provide targeted technical assistance, training, and support aimed at creating and enhancing the M/WBE's business operational capacity and growth strategy. If your organization is a nonprofit organization that focuses on these types of services, please review the requirements and submit an application.

Q: I am not yet a certified MWBE business in Harris County. Am I eligible to bid if my application to be certified is pending approval?
A: Yes, the purpose of the grant is the increase participation of MWBEs in County contracts. Applicants will provide targeted technical assistance, training, and support aimed at creating and enhancing the M/WBE's business operational capacity and growth strategy. If your organization is a nonprofit organization that focuses on this type of services, please review the requirements and submit an application.

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Q: Are for profit small businesses NOT eligible?

A: For profit organizations may partner with nonprofit organizations to submit an application, however, the nonprofit organization will need to be the entity that responds to the application.

Q: Confirming "Service Area" refers to the Decisions options and not a geographical location?

A: Service area refers to the decision options, not geographical location.

Q: Is this grant only for nonprofit organizations?

A: The grant's intent is to only award to non-profit organizations.

Q: My company is a for-profit organization focused on developing small and mid-sized organizations, enabling them to compete for larger and more complex business opportunities. It is not clear to me if we are Eligible for this grant. Could you please clarify.

A: For profit organizations may partner with nonprofit organizations to submit an application, however, the nonprofit organization will need to be the entity that responds to the application.

Q: Do you have a detailed description for the "decisions" section? Example: Difference between Business planning vs. Growth strategies and planning.

A: The term "decisions" is outlined within Bonfire as another name for technical assistance and training options outlined within the application. Applicants should select the "decision" that most closely relates to the proposed services offered.

Q: Could we be able to get the video of this session?

A: There will be no video recording of the presentation from 4/19/2024, however, a copy of the PowerPoint will be posted in Bonfire.

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Q: Confirming the proposer can determine the number of clients to serve under this Grant?
A: Yes, it is the applicant's responsibility to provide details of the number of M/WBEs that will be serviced through their programming.

Q: Is Insurance services considered economic services?
A: Yes, insurance is considered one of the technical assistance and training areas.

Q: Do we have a preference for the ratio for in person training vs virtual?
A: No, there are no preference on the number of in-person vs virtual sessions.

Q: Please advise if the grant is $250K per approved entity or will that amount be split between winners?
A: The total grant amount is $250,000, that will be divided between 3-5 recipients ranging from $50,000 - $100,000 each.

Q: can you apply for both nonprofit and for profit of both offer services?
A: The grant's intent is to only award to non-profit organizations. For profit organizations may partner with nonprofit organizations to submit an application, however, the nonprofit organization will need to be the entity that responds to the application.

Q: If the trainings are in person, would we be able to use your facilities? Is there a cost for the facility & refreshments?

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

A: The applicant will be responsible for all cost incurred for the training provided and will need to include this in the budgeted expenses for the proposed services.

Q: Are the clients that receive TA going to be referred by DEEO or are the TA providers recruiting businesses and placing them in the DEEO pipeline?

A: No, the applicant will be responsible for outreach and marketing to M/WBEs and will need to provide details in the application response.

Q: Can an IT company apply for this if we hire within the community and definitely stimulate economic growth by hiring in Houston/Harris County?

A: The purpose of the grant is the increase participation of M/WBEs in county contracts. Applicants will provide targeted technical assistance, training, and support aimed at creating and enhancing the M/WBE's business operational capacity and growth strategy. If your organization is a nonprofit organization that focuses on these types of services, please review the requirements and submit an application.

Q: Are there specific guidelines for the contents of the project narrative?

A: The Notice of Funds Available (NOFA) details the requirements for the application response for the project narrative.

Q: Our proposal will focus on the development of M/WBEs. Is the development of veteran-owned and LGBTQ owned firms also considered to be part of the scope of this program?

A: The purpose of the grant is the increase participation of M/WBEs in County contracts. Harris County currently recognizes the following certifying agencies and certifications when awarding credit for M/WBE participation:

- Minority Business Enterprise (MBE) & Women Business Enterprise (WBE) certifications from the City of Houston
- Historically Underutilized Business (HUB) certifications from the State of Texas' Comptroller

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

o Disadvantaged Business Enterprise (DBE) certifications from the Texas Unified Certification Program
o 8(a) certifications from the U.S. Small Business Administration

Q: Confirming English and Spanish is required as a responsive part of the submission.

A: Yes, the grant requires at a minimum programming is offered in English and Spanish, however, if your organization has the capacity to provide additional languages, that is allowed. You may also partner with another organization to meet the language requirements if your organization does not have the capacity.

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

May 10, 2024

RFA 2025 Grant Application - MWBE Pathways to Prime Grant Application (Notice of Funds Available - NOFA)

Addendum #2

This addendum is issued to explain, modify and correct the original Request for Application (RFA) document. This addendum and any subsequent addenda are hereby made a part of the RFA document and related specifications. In the event of a conflict, the most recent document will govern.

All other terms, conditions and requirements of the original RFA remain the same at this time.

Q: Please confirm that only Non-Profit Agencies are able to bid?
A: Yes, only non-profit agencies are able to apply to the grant.

Q: Is there a limit to the number of teams an organization can team with?
A: No, the County does not limit the number of teams an organization can partner with.

Q: Do all courses need to be offered in Spanish or at least 1 course per budget proposal? Please clarify the Spanish requirement.
A: All courses offered must have availability in English and Spanish. The Recipient will develop and conduct workshops and seminars in English and Spanish (at a minimum) and provide targeted training and technical assistance to support the creation of new M/WBEs or to help established M/WBEs reach specific goals to develop or expand their capacity and operations to obtain contracting opportunities with the County.

Q: Will the topics needed to be discussed be like getting commercial liability insurance, being bonded, and having professional E&O. Or more like health coverage, life insurance, and retirement planning? Perhaps both?

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

A: The applicant is proposing the types of services they can offer to the M/WBE. The services offered should be tailored to grow the M/WBE's business capacity.

Q: Can you provide your definitions for each of the technical assistance categories?

A: The technical assistance categories are examples of types of services offered and will vary by provider. Applicants should select the technical assistance area that most closely relates to the proposed services being offered.

Q: If an application is submitted with certain technical assistance partners, are we required to remain with those partners for the grant duration?

A: Yes, as the grant being awarded based on the proposal to work with those specific partners. The County would expect the partnership for the duration of the grant.

Q: Do we need to submit letters of intent if we intend to sub-contract some of the grant's technical assistance categories to outside partners?

A: No. letters of intent are needed. Please indicate your partners within your application narrative.

Q: Are we expected to submit a budget+ budget narrative for each project narrative (per service area)?

A:Yes.

Q: How do you want us to format the information that you are requesting for each area? Is there a specific way you want the information submitted to you or is that something we should create on our own?

A: In Bonfire, the requested information section outlines what information should be uploaded in each area, as well as the document format, which is PDF in most cases. The NOFA details what information should be include in each section. There is not specific font or format required.

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Q: Is it acceptable to partner with a 501.c.6 non-profit organization (chamber of commerce), or does the partner nonprofit organization need to be a 501.c.3 (charity)?

A: Regarding nonprofit specifications, as long as the organization is a nonprofit authorized to promote economic development in Harris County, it is eligible to apply.

Q: How is the effective date established? Is the effective date October 01, 2024, when the service period begins?

A: Yes, the effective date is October 01,2024.

Q: Is the effective date the date the Annual Agreement Term is signed by both parties, for example a TBD date in August or September 2024?

A: No, the effective date is October 01,2024.

Q: How is the end date of the agreement established? Is the end date of the agreement defined as the end of the service period (i.e., September 30, 2025)?

A: Yes, end of service is September 30, 2025.

Q: Is the end date of the agreement when all the services are fully delivered by the grantee? For example, if all the services are fully delivered by August 15, 2025, is the end date of the agreement August 15, 2025?

A: No, end of service is September 30, 2025.

Q: Shall our company be prepared to provide regular monthly progress reports or only provide reporting and metrics at the three key payment milestones?

A: Reporting requirements align according to the payment milestones: 60 days after the Agreement's effective date, 180 days after the Agreement's effective date and 30 days after the end of the agreement date.

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

If you would like to keep monthly progress reports for your records, you may do so. The last report due is a full report of the whole pilot program service period (10/01/2024 - 09/30/2025) and this practice may serve useful.

Q: Partnering with a Non-Profit Organization - Request to invite Blue Wave's partner CELH to register in Harris County's Bonfire system.

A: Formal invitations are not required to submit an application. Any organizations interested in submitting an application must register in Bonfire and initiate the application process.

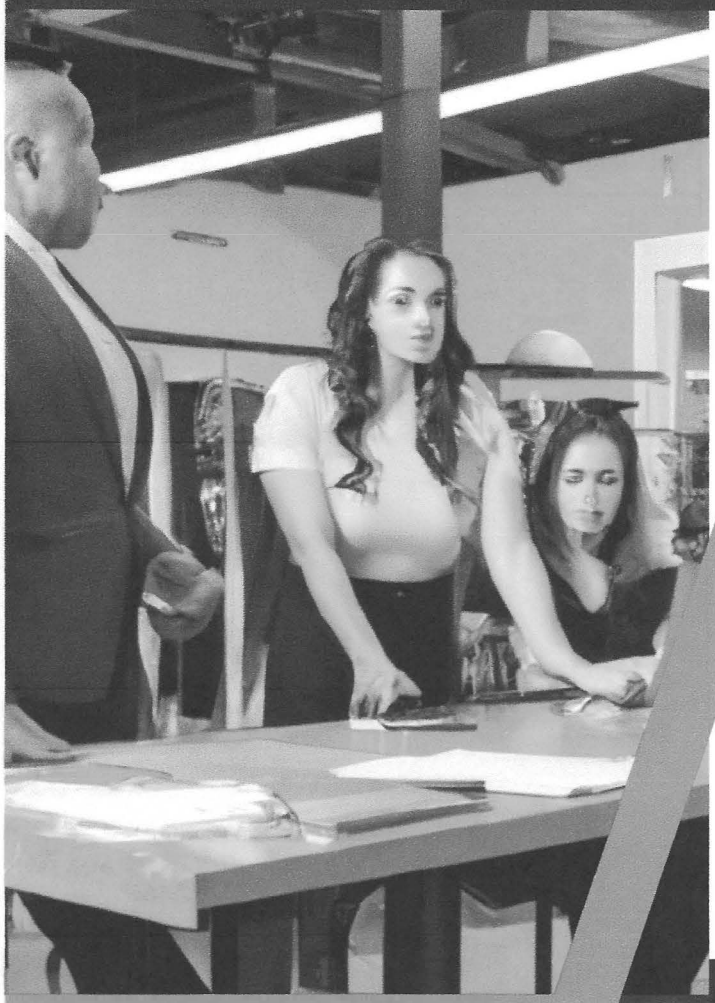
Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Exhibit A-2

Recipient Proposal

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

SuccessInBusiness®



HARRIS COUNTY

DEEO

DEPARTMENT OF
ECONOMIC EQUITY
AND OPPORTUNITY

Harris County M/WBE Pathways to Prime Grant Program

SUCCESS IN BUSINESS®
POWERED BY THE PIERRE FOUNDATION, INC

SUBMITTED
MAY 31, 2024

J.GOODWILLE PIERRE, ESQ.,

(@ www.succ♦ssinbusiness._org '- 281♦8()9-0142 9 2100 Travs St. Suite 825
Houston, TX 77002

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

a. Point of contact (name, address, email, telephone number)

J. Goodwille Pierre, M.Ed., J.D.
2100 Travis Street, Suite 825
Houston, TX 77002
goodwille@thepierrefoundation.org
goodwille@successinbusiness.org
www.sucessinbusiness.org
281-809-0142 Ext 101

b. Proposed project location(s)

1. Houston Business Development, Inc
   5330 Griggs Road
   Houston, TX 77021

2. Midtown Central Square
   2100 Travis St. Suite 260
   Houston, Texas 77002

3. Harris County Department of Education
   6300 Irvington Boulevard
   Houston, TX 77022

c. The legal status of the applicant entity

The Pierre Foundation, Inc. doing business as Success In Business® is an IRS 501 C3 organization establish in the state of Texas. EIN 82-2800870

Success In Business® is a registered trademark licensed for use by The Pierre Foundation, Inc.

d. History and purpose of the organization

Success in Business® powered by The Pierre Foundation, Inc, is a 501 (c){3} charitable and educational organization. Founded in 2014, the mission is to educate, equip and empower small, women, minority, and disadvantaged business owners with information about government procurement contract opportunities and connect them with resources and certification entities through facilitating a number relaxing and informal forums designed to increase relationship and capacity building.

Programs

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

The Success in Business® Government Procurement Forums (SIBGOV)

SIBGOV is dedicated to educating the public, sharing innovation, promoting progress, and fostering cooperation in government procurement. This event offers Social Disadvantaged start-up Businesses and emerging businesses a one-stop shop for information regarding contracting opportunities, the ability to network with business-owners and decision makers and attend topical seminars or roundtables designed to increase the ability to be successful in government contracting. SIBGOV also offers firms the opportunity to establish valuable relationships with prime contractors and the private sector. A collaborative effort of the Local, State, and Federal Entities, local chambers of commerce as well as other small/minority business advocates in the Houston and surrounding areas.

Success in Business® Academy

Success in Business® Academy Success in Business® Academy hosts various classes geared toward educating and training MDBEs on better business practices. We aim to equip participants with a comprehensive educations of business fundamentals such as Disaster Preparedness and Resiliency, Strategic Planning, and Lien Law.

Success in Business® Government Procurement Incubator

Success in Business ® Government Procurement Incubator is designed to increase the participation of minority and women owed businesses in the government procurement space. This initiative will comprise of a 4--8-week series of cohort based virtual classroom trainings and workshops, industry technical assistance by subject matter experts in Business Law, Tax, Psychology, Finance, and Business Continuity and Resiliency, Marketing and Branding. The cohort will also participate in private meet the vendor events, industry level partnering at the Local, state, and federal Levels, and private networking opportunities and project matching assistance between subcontractors and primes.

e. Financial capacity

Statement of Financial Capacity for MWBEs Pathways to Primes

The Pierre Foundation, Inc., doing business as Success In Business®, is well-positioned to manage and effectively utilize the grant managed by the Harris County Department of Economic Opportunity execute and facilitate the MWBEs Pathways to Primes program. Our organization has demonstrated a robust financial foundation, underpinned by consistent revenue growth and prudent financial management practices.

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Over the past ten years, Success In Business® has successfully secured and administered over $350,000 in grants and funding from various federal, state, and private sources. This track record reflects our capacity to strategically allocate resources, ensuring optimal impact and sustainability of our programs.

Our financial management team, led by experienced professionals with a deep understanding of nonprofit financial operations, employs rigorous budgeting, monitoring, and reporting processes. We have established internal controls and audit mechanisms that adhere to the highest standards of transparency and accountability, thereby ensuring the integrity of all financial transactions.

Success In Business maintains a diversified funding portfolio, which includes corporate sponsorships, individual donations, and service fees, contributing to our financial resilience and stability.

We are confident in our ability to effectively manage the funds to implement the MWBEs Pathways to Primes program and are committed to utilizing these resources to empower minority and women-owned business enterprises, driving economic growth and fostering entrepreneurial success.

f. Resumes of the key leadership positions that will be directly managing the program

g. Board of Directors

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Rolando B. Pablos
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

THE PIERRE FOUNDATION INC
File Number: 802814644

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 09/14/2017

Effective: 09/14/2017

Rolando B. Pablos
Secretary of State

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

P.O.Box 13697
Austin, Texas 78711-3697

Rolando B. Pablos
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

THE PIERRE FOUNDATION INC
File Number: 802814644
Assumed Name:
SUCCESS IN BUSINESS

The undersigned, as Secretary of State of Texas, hereby certifies that the assumed name certificate for the above named entity has been received in this office and filed as provided by law on the date shown below.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law hereby issues this Certificate of Filing.

Dated: 10/11/2017

Effective: 10/11/2017

Rolando B. Pablos
Secretary of State

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

James Goodwille Pierre, Esq.

Chief Legal Officer * Chief Administrative Officer * Chief Compliance and Ethic Officer *
Program Management * Compliance Administration * Public Engagement

EXPERIENCE SUMMARY

- Chief Diversity and Ethics Officer experience.
- Nationally recognized supplier diversity and inclusion professional with expertise in intellectual property, government policy administration, vendor/contractor relations and business management.
- Over 20 years of experience in fiscal accountability, financial transactions, record keeping, report preparation, diversity policy creation and program implementation.
- Community leader, expert in maintaining interaction and partnerships, both internal and external, leader and numerous local, state and national civic and professional organizations.
- Lifelong learner, coach, trainer, public speaker and facilitator.

EXPERIENCE

Founder and Owner, The Pierre Firm PLLC/Goodwille Pierre LLC - Houston, Texas - February 2001- Present

Provides turnkey solutions for the implementation and management of diversity and/or goal orientated initiatives and provides corporate legal counsel, and compliance and intellectual property consultation.

Serve as corporate counsel and provide intellectual property, legislative counsel, business development, government relations, diversity and inclusion, and fiscal oversight services.

Accomplishments:

- Launched Success in Business® Coaching and Networking.
- Serve as Inclusion Management Consultant to internationally recognized company for over 2000 Minority and Women owned suppliers on federal disadvantage business certification matters.
- Provide outside counsel to internationally recognized oil services company for patent due diligence for large asset purchase and merger, Trademark Counsel for various individual and corporate clients.
- Serve as Corporate Counsel, Diversity Inclusion Management and Government Relations consultant to several small and large construction companies obtaining over $200 million dollars in government contracts for clients.
- Assists supplier(s) in gaining a better understanding of the certification process, answering certification and application questions, identifying the proper Unified Certification

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Program (UCP) forms, documents, and contacts for all state DOT and UCPs, including airport specific ACDBE programs.

- Facilitate coalitions with government agencies and non-profit organizations; created the 20 Houston Property Preservation and Foreclosure Prevention workshop utilizing volunteer lawyers and judges and servicing over 270 homeowners.

RELATED EXPERIENCE

Vice President and General Counsel, CBIC Construction and Development
Houston, TX- February 2012-April 2014

Served as Chief Legal, Compliance and Ethic Officer.

Director of Affirmative Action and Contract Compliance Division, Houston Airport System
Houston, TX- May 2006-February 2012

Provided program and fiscal oversight of supplier chain and procurement department. Utilized investigative and analytics data to monitor the overall compliance of 400 construction, professional services and purchasing contracts. Supervised and evaluated full and part time staff.

Accomplishments:

- Created the yearly department business plan as well as analyzed and coordinated budget development within allocations; controlled projects income and expenditures, and; monitored and controlled expenditures within guidelines established the Houston Airport System.
- Responsible for the fiscal accountability of the department, including final responsibility for all financial transactions, record keeping, report preparation.
- Created the first Title VI Compliance Program at the Houston Airport System. Trained over 1400 employees and 600 contractors.
- Mayor of Houston recognized airport procurement program as a best in class and recommended as foundation to revamp The City of Houston's Affirmative Action and Contract Compliance Division.
- Filed over 20 Federal and Local compliance reports without penalty and conducted complex legal analysis of governmental agency statutes and compliance regulations.

Adjunct Professor of Patent Law and Intellectual Property, Texas Southern University-Thurgood Marshall School of Law, Houston, Texas- January 2004 to May 2012

Patent Law and Intellectual Property Law Policy.

Of Counsel - Escamilla & Poneck, Inc. - Houston, Texas -January 2005 - May 2006

Public Finance practice serving as co-bond counsel and co-underwriter counsel on tax exempt financing for cities, counties and school districts.

Accomplishments:

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

- Served as co-bond counsel in a $93 million issuance of subordinate Lien Revenue Refunding Bonds for the Houston Airport System.
- Served as co-bond counsel in a $195 million issuance of school Limited Tax Refunding Bonds.
- Served as co-underwriters counsel in a $62 million issuance of school Limited Tax Refunding Bonds.

Texas Deputy Director, People for the American Way, Texas - September 2003- January 2005

- Directed and managed the day-to-day operations of the Texas Office.

District Director- United States House of Representatives-18th Congressional District, Houston, Texas Congresswoman Sheila Jackson Lee - March 2003-September 2003

- Directed and managed day-to-day operations of the Member's congressional offices.
- Coordinated staff duties overseeing the three Houston district offices.
- Structured, supervised and coordinated all constituent matters related to the 18th Congressional District.
- Hosted and coordinated international dignitary visits; participated in Congressional Delegations. (CODEL to Doha, Qatar, and India)
- Addressed legislative and constituent issues regarding: Immigration Law, Tax Law, Intellectual Property, Agricultural, Small Business Development, and Election Law.

In House Intellectual Property Law Advisor - Center for Vulnerable Plaque Research Group at the Texas Heart Institute, (One Year Contract Position)
Houston, Texas -March 2002-March 2003

Managed the Intellectual Property Portfolio for the Center for Vulnerable Plaque Research Group at the Texas Heart Institute; served as in-house counsel and advised on potential Intellectual Property issues; managed outside counsel on patent application filings; prepared and filed applications (i.e. biotech, mechanical, and pharmaceutical); recorded disclosures with the University of Texas Health Science Center; managed patent application filings with scientist for various universities around the world; coordinated with University Chancellor's Office to obtain powers of attorneys and assignments with inventors; presented in-house seminars on Patent Prosecution and Patent Law to Cardiology Department at Texas Heart Institute; and advised the Vice President of Research on Intellectual Property concerns and management of the Intellectual Property Portfolios.

Management Analyst and Senior Contract Compliance Officer - City of Houston, Mayor's Office of Affirmative Action and Contract Compliance Division -1997-2001
Prepared monthly financial operation, quarterly project status, weekly council agenda, and annual budget reports; served as Division Liaison for City Council and the Mayor's Office. Worked with Various Engineering and Construction Companies on Federal Compliance issues.

EDUCATION

South Texas College of Law, Houston, Texas, Doctor of Jurisprudence, 2000

University of Central Florida, Orlando, Florida, Master of Education, 1994

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Georgia State University, Atlanta, Georgia, Bachelor of Science in Chemistry, 1989

AWARDS & HONORS

- Houston Lawyers Association 2014 Francis Williams Advocacy Award
- Airport Minority Advisory Council (AMAC)-2011 Business Advocate of the Year
- Greater Houston Business Procurement- 2011 Minority Business Advocate of the Year
- Lyndon B Johnson Diversity Award- 2000 South Texas College of Law
- President South Texas College of Law Black Student Association
- Student Texas Bar Association Delegate

INDUSTRY CERTIFICATIONS

- Licensed State Bar of Texas
- Licensed United States Patent and Trademark Office
- Certified Compliance Administrator-American Contract Compliance Association
- Mediation Certification Training -The Frank Evans Center for Conflict Resolution
- Arbitration Training- National Bar Association ADR Section
- Texas Department of Transportation Disadvantage Business Enterprise (ACDBE/DBE)
- Texas Historically Underutilized Business (HUB)
- Minority Business Enterprise (MBE)

PROFESSIONAL/VOLUNTEER ACTIVITIES AND MEMBERSHIPS

- Airport Minority Advisory Council
  - Board Training Coordinator 2021-Present
  - Governance & Performance Management Committee 2019-Present
  - Governance Southwest Regional Director- 2012-2014
- National Bar Association
  - National Vice President 2012- 2014
  - National Board Member at Large 2006-2012
  - Region V Director 2005-2006
- State Bar of Texas, Director: 2005-2009
- Board of Directors State Bar of Texas 2006-2009
  - Panelist Diversity Summit 2006-2010
  - Planning Committee and Chair -Texas Minority Attorney Program 2007-2011
  - Chair CLE Appeals Committee
- State Bar of Texas Diversity in the Legal Profession Committee 2005-2008
- State Bar of Texas Outreach and Engagement Committee
- Houston Lawyers Association, President 2005-2006
- President South Texas College of Law Alumni Association 2016-2018
- Board Member South Texas College of Law Board Trustees 2016-2018
- State Bar of Texas African American Lawyers Section Chair 2005-2006
- Houston Intellectual Property Law Association
- The Conference of Minority Transportation Officials

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

THE PIERRE FOUNDATION, INC. OBA SUCCESS IN BUSINESS® BOARD MEMBERS AND TECHNICAL ADVISOR

GOODWILLE PIERRE

BOARD MEMBER



J. Goodwille Pierre, Esq. ("Goodwille") is a lawyer and national expert in Voter Protection, Diversity Equity and Inclusion Program Management, disparity studies, federal labor compliance. Goodwille is a licensed patent and trademark attorney and founder of The Pierre Firm PLLC. Goodwille is also founder of Goodwillle Pierre, LLC., a diversity and inclusion management, strategic communication, business development and government relations firm. He is currently a consultant with the NAACP serving as the National Legal Coordination for Voter Protection.

JACQUELYN PIERRE

BOARD MEMBER



Jacquelyn Pierre is native Houstonian from the Acres Homes area and graduated from Booker T Washington High School. She has worked for 25 plus years in Hospital Sales and Training In The Houston area. Jackie has been married to James Goodwille Pierre for 28 years and have two beautiful daughters. Joi (26) & Jada (21). Jacquelyn is an active Member of North Harris County Alumnae Chapter of Delta Sigma Theta Sorority and serves as a girl's scout troop leader and mentoring young girls in the northwest area of Houston. Jacquelyn serves as Abbvie Women leaders in Action lead- mentoring women. She also serves as a board member of Success in Business Non-Profit- business.

JOI PIERRE

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

BOARD MEMBER



Joi Pierre is a Houston Native and graduated from Rockford University with a bachelor's in fine arts, Musical Theater and minor in theater management. Joi received a Master of Fine Arts, Screenwriting and Producing for Television in 2024 from Loyola Marymount University. Joi is also currently an Intern for Done and Dusted where she assists and organizes producers for unscripted television series. She also does research for current pass projects. She is also a board member in Success in Business.

SIGNORA TINSLEY

BOARD MEMBER



Signora Tinsley is a Houston Native who has served at the United States Postal Service as a Station Manager for 28 years. Signora also worked for the Harris County Appraisal District and currently serves on the trustee board member of the Community of Faith Church. She is also the block director of the Shepherd Park Terrace Civic Club. Signora currently serves as a board member in Success in Business.

JADA PIERRE

BOARD MEMBER



Jada Pierre is a Houston Native that currently attends Florida A&M University. She is a fourth-year broadcast journalism major that plans to become a Multimedia Journalist after graduation. Jada is in a plethora of organizations on her campus including, Delta Sigma Theta Sorority, Inc., National Council of Negro Women, Presidential Ambassador, First Year Experience Peer mentor, Texas Club, Athletic Internship, and Florida College Democrats. Jada is also an Emma Bowen Fellow and Intern at FOX 26

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Houston where she currently gains hands-on experience with several reporters, directors, and producers at the news station. She is also a board member in Success in Business.

JON SAWICKI

TECHNICAL ADVISOR



Jon offers nearly two decades of experience in critical infrastructure resiliency, security risk management, and program management. He assists clients in the entire risk management process, from initial risk identification through strategic planning for both regulatory (environmental, safety, and security) compliance and disaster preparedness, response, and recovery. Jon specializes in security risk management for critical infrastructure, particularly within the maritime domain, focusing on both physical and cyber security. He is an experienced program manager, supporting clients throughout the federal grant programs process. Jon excels at enabling clients to capture and management federal funds for both non-disaster programs, such as homeland security grants and disaster recovery. Jon has delivered security risk management projects throughout North America, South America, the Caribbean and West Africa.

LAYLE ELLIS, PSCM, CDP

TECHNICAL ADVISOR



Layle Ellis serves as an advocate for businesses owned by minorities, women, veterans, persons with disabilities, and the LGBT community. Layle is a National Diversity Council Certified Diversity Professional and the Director of Community Relations and Inclusion for Manhattan Construction Company. She is often sought after as a thought leader, speaker, and presenter on Supplier Diversity, Diversity and Inclusion, Equity and Access, Business Development, Supply Chain and Logistics, as well as Image Consulting and Personal Branding. Layle has served as a Faculty Consultant for the Houston Galveston Women's Business Center and is the Principal at The TLF Group, a boutique consulting firm located in Houston. She has worked tirelessly in various positions within corporations including Chevron USA Dresser Industries, and United Airlines; as well as business and community organizations to include the Airport Minority Advisory Council, Air Transportation Industry Group, Associated Builders and Contractors, East End Chamber of Commerce, Greater Houston Black Chamber, Houston Minority

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Supplier Development Council, Institute of Supply Management, National Black MBA Association, National LGBT Chamber of Commerce, Organization of Black Aerospace Professionals and Women's Business Enterprise Alliance. Layle has been recognized by Houston Business Journal Head of Diversity, Diversity Champion and People on the Move; Top 50 Women by Houston Woman Magazine; Special Recognition by the Minority Business Development Agency; Bridge Builder and Award of Merit from Greater Houston Business Procurement Forum; B2B Business Champion of the Year by Success in Business; Advocate of the Year by Greater Houston Business Procurement Forum, Houston Minority Supplier Development Council and the Women's Business Enterprise Alliance. Layle is a member of Alpha Kappa Alpha Sorority, Incorporated; a proud alumna of Texas Southern University where she graduated Cum Laude from the Barbara Jordan/Mickey Leland School of Public Affairs; the University of Houston - Clear Lake Purchasing and Supply Chain Management Program and an MBA candidate at Louisiana State University.

OLLIE REED, Ill MBA

TECHNICAL ADVISOR



Growth mindset leader that consistently connects and strategizes with a relentless pursuit for developing team members and culture focused on delivering performance. 20 years of experience as a self-motivated, talented professional with a track record of success across multiple divisions in the pharmaceutical Industry.

DR. APRIL DAV

TECHNICAL ADVISOR



For more than 20 years, Dr. April Day has brought her unique passion and "sheer willingness" to her personal mission to develop communities and improve lives through education and economic sustainability. Her body of work demonstrates that she has always been on the front end of active service, challenging the status quo in order to create, deliver and preserve programs that achieve her personal goal to change the world one person, one community, one business at a time. Today, Dr. Day serves as president of the Women's Business Enterprise Alliance (WBEA). The WBEA is a leading third-

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

party certifying and business development organization. Dr. Day's primary role is to facilitate procurement connections, enhance organizational performance, and increase capacity and opportunities for women-owned businesses through coaching, funding, procurement, education, and executive networking. Dr. Day recently launched WellDays a wellness company providing comprehensive burnout reduction and leadership services to elevate, enhance, and engage life fully through wellness, self-care, and self-discovery. WellDays is intentional about redefining success and optimizing our best lives in service without sacrificing health. Dr. Day gives back to the community by her service in volunteering, shopping, and dining. You can catch her on multiple boards within the non-profit and business community, serving as an adjunct faculty in the College of Business for Texas Women's University, corporate business trainer for Houston Community College, a recipient of many awards, sought after presenter on transformational leadership, organizational performance, self-care, and burnout reduction. Dr. Day earned a Bachelor of Arts degree in Psychology from the University of Houston, an MBA from Our Lady of the Lake University and her doctorate at Our Lady of the Lake. Her area of research is transformational leadership and burnout in the small businesses sector. Dr. Day is a proud mother of five, Certified Non-profit Professional, Leadership Houston Alum, American Leadership Forum Senior Fellow and member of the Zeta Phi Beta Sorority, Inc.

MARK WINCHESTER

TECHNICAL ADVISOR



Mark Winchester is the Deputy District Director for the Houston District Office of the U.S Small Business Administration and has been with the agency for nearly 13 years. Winchester's duties include supervising district staff and assisting the District Director in overseeing the delivery of SBA programs and services in the 32 counties served by the district. Last year, this included over $1.1 Billion in loan guarantees and surety for small businesses in the district. Winchester is also 2015 Ike Award Recipient. Established by President Dwight D. Eisenhower in 1957 the President's Award for Distinguished Federal Civilian Service was created to allow the President to recognize civilian officers or employees of the federal government who have made contributions "so outstanding that the officer or employee is deserving of greater public recognition than that which can be accorded by the head of the department or agency in which he is employed." Before joining SBA, Mr. Winchester worked for the University of Texas Rio Grande Valley (UTRGV) for nearly eight years. During that time Mr. Winchester worked for the Women's Business Center (WBC), Small Business Development Center (SBDC), the Veteran's Business Outreach Center (VBOC) and the Rio South Texas Regional Procurement Technical Assistance Center (PTAC). Mr. Winchester is also a three-time recipient of the Lower Rio Grande Valley (LRGV) District Office Counselor of the Year Award and a two-time recipient of both the SBDC State Star Award and Congressional Letters of Recognition. While at UTRGV, Mr. Winchester held various positions including SBDC Certified Business Advisor (CBA) Level IV Counselor, Special Projects Coordinator and Assistant SBDC Director. In addition, Mr. Winchester served as VBOC Director and

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Director of the Rio South Texas Regional PTAC. Prior to UTRGV, Mr. Winchester was an AmeriCorps VISTA volunteer for a non-profit working in housing and economic development. Mr. Winchester has also worked for several insurance companies and was exposed to complex litigation, risk management, and underwriting. Mr. Winchester has also worked for the State of Connecticut Attorney General's Office as well as U.S. Navy Submarine Force. Mr. Winchester holds an AS, BBS, and MBA from the University of Connecticut at Storrs. His expertise is in Finance and Information Technology.

MOISES BRITO

TECHNICAL ADVISOR



Moises Brito is an accomplished finance professional with a solid and progressive background in all facets of commercial banking, relationship management, and revenue growth within the financial services industry. He has over 15 years of combined experience in commercial lending and community development financing and specializes in SBA 504 loans. Prior to his current role at JP Morgan Chase, for nearly 11 years, as a Senior Loan Officer, Mr. Brito was responsible for spearheading the small business lending programs and activities for Houston Business Development, Inc. (HBDi), a 501c3 non-profit, Community Development Financial Institution. Established in 1986, HBDi is engaged in promoting the growth and expansion of small and minority businesses by providing access to capital and managements & technical assistance services that may not be available from conventional lending institutions. As native of the Dominican Republic, Moises is proficient in Spanish, and is an astute business strategist with proven success in leading financial organizations through critical transitions, driving portfolio growth, and establishing enduring relationships with clients. He has called Houston his home since relocating from Louisiana in 2001. Mr. Brito obtained a Bachelor of Science degree in finance from the University of Louisiana in 2001, and an MBA degree specializing in accounting in 2005. He began his career as a commercial credit analyst with Banco Popular North America and used his skills and knowledge to learn the industry before transitioning to MidSouth Bank to become a commercial lender, and ultimately HBDi.

MARLON MITCHELL

TECHNICAL ADVISOR



Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Marlon Mitchell is the President and Chief Executive Officer of Houston Business Development, Inc. (HBDi), a Community Development Financial Institution engaged in revitalizing neighborhoods and stimulating economic growth throughout the Houston metropolitan area and surrounding counties. As a mission driven, non-profit corporation for more than 35 years, HBDi is committed to a holistic approach to investing in and building strong, healthy, and vibrant communities. The organization's mission is accomplished through providing resources vital to the expansion and growth of small and minority businesses, including access to investment capital, affordable office space and management and technical support services tailored to the needs of emerging entrepreneurs. HBDi is also engaged in developing undervalued commercial real estate and affordable and mixed-income residential housing. Under Mitchell's leadership, HBDi has been certified as a Community Development Financial Institution by the U.S. Treasury Department. He is also the founder and President of Lone Star State Capital Corporation, a Certified Development Company licensed by the U.S. Small Business Administration to make SBA 504 commercial real estate loans throughout Texas. Mitchell is responsible for having spearheaded the redevelopment and adaptive reuse of Houston's oldest shopping center (Palm Center) and converting it into a 160,000 square feet mixed-use business complex, which today is home to over 60 small businesses, nonprofit corporations, and government agencies. To date, he has helped facilitate over $200 million in funding to small and minority businesses in underserved communities, resulting in the creation of approximately 4,500 jobs for citizens in the Houston Metro area. Formerly a commercial banking officer, Marlon is responsible for strategic planning and managing the overall operations and company resources. With over 36 years of combined experience in commercial banking and community development financing, He has a broad knowledge of government lending programs and community/economic development tools and resources. A native of Fort Wayne, Indiana, Mr. Mitchell holds a Bachelor of Science degree in Business Administration with a concentration in finance from Ball State University. He has been certified as an Economic Development Finance Professional by the National Development Council and the Council for Urban Economic Development. Marlon is engaged in supporting several community-based organizations and currently serves on several advisory boards including the Credit Coalition of Houston, SCORE, the HGAC Gulf Coast Economic Development District and the Mayor's Office of Business Opportunity. He was recently awarded the City of Houston's 2020 Ernest B. McGowen Champions of Diversity Award and received the Greater Houston Black Chamber's 2017 Mickey Leland Public Service Award_ In 2016 Mr. Mitchell was named the Financial Services Champion of the year by the U.S. Small Business Administration (SBA) for Region VI, which includes Texas, Oklahoma, Louisiana, New Mexico, and Arkansas. Marlon is married to his lovely wife Tammie and is an active member of Windsor Village United Methodist Church.

DR. AUNDREA MATTHEWS

TECHNICAL ADVISOR



Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Aundrea Matthews, PhD currently serves as the President of the Buffalo Soldiers Association of West Point (BSAWP), Inc which is a non-profit organization that received national media attention in 2021 for donating and erecting a Buffalo Soldiers Monument at the United States Military Academy, in the likeness of her grandfather. She received her PhD from Rice University. Other degrees include a MA in Religious Studies from Rice University, a BS and MA from Texas Christian University, and an MTS from Brite Divinity School. While at Brite Divinity School, her academic study of theology focused on the interconnections between religion, art, and linking divine justice to social justice. She played a pivotal role in establishing the Black Church Studies Program and worked with public schools to reduce youth truancy and gang violence in the community. She was awarded the 2005 Book Award, and the 2007 Emerging Black Church Studies Scholar Award. While at Rice, her research and teaching interests focused on African American cultural memory and its role in the development of faith expressions as portrayed in cultural productions. In 2016, she was recognized by the President of the university for her contributions to the Rice Community. In 2021, she received the National Diversity Leadership Conference Diversity, Equity, and Inclusion (DEi) Champion Award for inspiring positive change. She also has a Diversity and Inclusion Certification, and a Women's Entrepreneur Certification from Cornell University. She has participated in cultural immersion experiences in Egypt, Ghana, Senegal, Gambia, London, Paris, Spain, and Cuba. She is a member of Delta Sigma Theta Sorority, Inc, and a Buffalo Soldier descendant.

VERONICA R. DOUGLAS. NIGP-CPP. CPPB. CTCM

TECHNICAL ADVISOR



Veronica R Douglas, NIGP-CPP, CPPB, CTCM is the Manager of the Small Business Development Program at Houston Community College where she provides assistance to small businesses by providing workshops, information, and support. She has over 25 years of experience in public procurement, having previously worked for the City of Rockwall, City of Allen, City of Plano and City of Houston, Texas. She holds the NIGP Certified Procurement Professional (NIGP-CPP), Certified Professional Public Buyer (CPPB) and Certified Texas Contracts Manager (CTCM) certifications. She is the Immediate Past President of the Southeast Texas Association of Public Purchasing (SETAPP) and an Advisory Board Member for the Greater Houston Black Chamber of Commerce (GHBCC).

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Project Narrative: Proposal for **Networking Opportunities with Primes, Leaming Effective Engagement Strategies** that Enhances M/WBE Participation in Harris County Contracting Opportunities

Service Area Program: Networking Opportunities with Primes, Leaming Effective Engagement Strategies

Program Overview:

The Pierre Foundation, Inc. dba Success in Business®, **(SIB),** as the primary recipient of The Harris County M/WBE Pathways to Prime Grant Program, assembled a powerful and experienced team of consultants, brand strategists, community engagement specialists, and subject matter experts in Training, Diversity Equity and Inclusion Leadership, Psychology, Finance, and Business Continuity and Resiliency arena.

The proposed project, "Networking Opportunities with Primes: Learning Effective Engagement Strategies," aims to enhance the capacity of Minority and Women-Owned Business Enterprises (MWBEs) to engage effectively with prime contractors. The project will provide a comprehensive program including workshops, networking events, and mentorship opportunities to equip MWBEs with the skills, knowledge, and connections necessary to secure and successfully manage contracts with prime contractors.

Project Objectives

1. **Increase MWBE Visibility:** Facilitate connections between MWBEs and prime contractors through networking events and targeted matchmaking sessions.
2. **Enhance Engagement Skills:** Provide MWBEs with training on effective engagement strategies, negotiation tactics, and proposal development
3. **Foster Long-term Relationships:** Establish a mentorship program linking MWBEs with experienced prime contractors for ongoing support and guidance.
4. **Measure and Track Outcomes:** Implement a robust evaluation system to track MWBE progress and the impact of the program on their engagement with prime contractors.

Project Activities

5. **Workshops and Training Sessions:**

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

- **Engagement Strategy Workshops:** Conduct workshops focusing on communication, negotiation, and proposal writing.
- **Industry-Specific Training:** Offer training tailored to different industries, highlighting specific requirements and opportunities in each sector.

6. **Networking Events:**
   - **Matchmaking Sessions:** Organize events where MWBEs can meet with potential prime contractors in structured matchmaking sessions.
   - **Industry Meet-and-Greets:** Host informal networking events to facilitate relationship building in a less formal environment.
7. **Mentorship Program:**
   - **Pairing MWBEs** with **Primes:** Match MWBEs with experienced prime contractors who can provide guidance and support.
   - **Regular Check-ins:** Schedule regular meetings between mentors and mentees to ensure ongoing support and to address any emerging challenges.
8. **Evaluation and Feedback Mechanisms:**
   - **Surveys and Feedback Forms:** Collect feedback from participants after each event and training session to continuously improve the program.
   - **Outcome Tracking:** Monitor MWBE progress in securing and managing contracts with prime contractors.

WHERE: Harris County Department of Education
6300 Irvington Blvd. Houston, TX
5th Floor Conference Center

AGENDA

I. 8:00am-8:30am Exhibitor Setup

II. 8:30-9:00 Breakfast Networking (Adjacent Room)

III. 9:00am-9:15am-Welcome and Exhibit Opening

IV. 9:30am-11 :00am- Exhibitors Engagement- Harris County Departments, Resource Agencies and Prime Contractors

V. 11 :00am- 12:00noon- Panel Discussion- Mastering the Maze: Navigating the Path to Success for MWBEs Doing Business with Harris County.

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

VI. 12:15PM-1 :30PM- LUNCH AND KEYNOTE SPEAKER

VII. 2PM-5PM CONCURRENT FORUMS

- Construction Forum
- Architecture and Engineering Forum
- Information Technology (I.T.) & Communications Forum
- METRO and METRO Solutions Forum
- NASA - Navigating for Success Workshop
- Contract Financing Forum -

Strategies to Achieve Program Goals:

1. **Dual-Language Outreach and Education:**
   - Develop and distribute bilingual (English and Spanish) educational materials on networking and engagement strategies.
   - Conduct bilingual workshops and seminars on best practices in networking, relationship building, and effective communication.
   - Utilize local media channels, community organizations, and social media platforms to disseminate information.
   -
2. **Networking Opportunities:**
   - Organize networking events, matchmaking sessions, and industry roundtables specifically for M/WBEs to connect with prime contractors.
   - Host virtual and in-person events to accommodate different preferences and increase accessibility.
   - Partner with local chambers of commerce, community organizations, and business associations to extend outreach efforts.
   -
3. **Engagement Strategy Development:**
   - Provide one-on-one assistance in both languages to help M/WBEs develop tailored engagement strategies.
   - Offer training sessions on key aspects of engagement, including negotiation, relationship management, and presenting capabilities.
   - Organize workshops on creating effective capability statements and proposals that meet the requirements of prime contractors.

4. **Capacity Building, Technical Assistance, and Partnership: Goodwille Pierre LLC**

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

- Develop a peer-to-peer support network where M/WBEs can share experiences and best practices.
- Partnership and Collaboration: HArris COunty Department of Education.

Expected Outcomes:

- **Enhanced Skills and Knowledge:** MWBEs will gain valuable skills and knowledge on how to effectively engage with prime contractors.
- **Increased Contract Awards:** MWBEs will secure more contracts with prime contractors, contributing to their business growth.
- **Stronger Business Relationships:** Long-term relationships between MWBEs and prime contractors will be established, fostering ongoing collaboration.
- **Improved MWBE Success Rates:** The overall success rate of MWBEs in obtaining and executing contracts with primes will improve.

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Community Engagement Strategy for MWBE Pathways to Prime

Introduction

Success in Business® powered by The Pierre Foundation, Inc, is a 501 (c)(3) charitable and educational organization. Founded in 2014, the mission is to educate, equip and empower small, women, minority, and disadvantaged business owners with information about government procurement contract opportunities and connect them with resources and certification entities through facilitating a number relaxing and informal forums designed to increase relationship and capacity building.

The purpose of this MWBE Pathways to Prime Grant Program is to provide targeted technical assistance, training, and support aimed at creating and enhancing the M/WBE's business operational capacity and growth strategy through eligible organizations. The goal of the program is to improve the extent to which the M/WBE businesses participate in Harris County contracting opportunities. Increased participation in such contracting work builds the M/WBE's experience and competency, forming a solid foundation for expanding operations and prime contracting capacity.

This Community Engagement Strategy outlines the approaches and actions we will take to ensure meaningful and effective engagement with the community throughout the life of the project.

Objectives

1. Increase Awareness: Raise awareness about the MWBE Pathways to Prime initiative among MWBEs and the broader community.
2. Foster Participation: Encourage MWBEs to participate in the program and utilize available resources.
3. Build Partnerships: Establish and strengthen partnerships with key stakeholders, including local businesses, community organizations, and government agencies.
4. Gather Feedback: Collect and incorporate feedback from the community to continuously improve the program.
5. Sustain Engagement: Maintain ongoing communication and engagement with the community throughout and beyond the project duration.

Target Audience

1. Certified Minority and Women-Owned Business Enterprises (MWBEs)
2. Local Business Community (Prime and MWBE)
3. Community Organizations and Nonprofits (

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

4. Government Agencies
5. Resource Agencies
6. Harris County Residents
7. Minority Professional and Trade Association Organizations

1. **Awareness Campaign (Spanish and English)**

A. Social Media Outreach: Utilize social media platforms (e.g., Facebook, linkedIn, Twitter, Instagram)to share information about the MWBE Pathways to Prime initiative, success stories, and upcoming events.
B. Press Releases and Media Engagement: Issue press releases and engage with local media outlets to feature the program and highlight its benefits.
C. Community Newsletters: Partner with community organizations to include information about the program in their newsletters and communications.

2. **Information Sessions and Workshops**

A. Virtual and In-Person Workshops: Host workshops to provide detailed information about the program, eligibility criteria, application process, and available resources.
B. Q&A Sessions: Organize Q&A sessions where MWBEs can ask questions and receive immediate feedback and guidance.
C. Webinars: Conduct webinars on topics relevant to MWBEs, such as procurement processes, business development, and certification.

3. **Partnerships and Collaboration**

A. Stakeholder Meetings: Hold regular meetings with key stakeholders, including local chambers of commerce, business associations, and community groups, to discuss collaboration opportunities and program updates.
B. Advisory Committee: Establish an advisory committee comprising representatives from MWBEs, community organizations, and government agencies to provide guidance and support for the program.
C. Resource Sharing: Collaborate with partner organizations to share resources, such as training materials, mentorship programs, and networking opportunities.

4. Feedback Mechanisms

A. Surveys and Polls: Conduct surveys and polls to gather feedback from MWBEs and the broader community on their needs, challenges, and experiences with the program.
B. Focus Groups: Organize focus groups to engage with MWBEs in a more in-depth manner and obtain qualitative feedback.

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

C. Feedback Forms: Provide easy-to-access feedback forms on the program's website and during events to collect ongoing input.

5. Continuous Communication

A. Regular Updates: Send regular updates to participants and stakeholders via email newsletters, social media, and the program's website.
B. Success Stories: Highlight success stories of MWBEs that have benefited from the program to inspire and motivate others.
C. Annual Reports: Publish annual reports summarizing the program's impact, achievements, and future plans.

Jimeline

Month 0-1: Launch awareness campaign, establish advisory committee, and begin initial outreach efforts.

Month 1-3: Host first round of workshops and deploy feedback mechanisms.

1) Minority Enterprise Development Week October]I^{h}-11$^{\backslash}$ 2024
   a) October 10, 2024-Legal Essentials for Entrepreneurs
2) December 5, 2024 - National Mental Health Day
   a) Mental Health Awareness for MWBE's @Houston Business Development, Inc.

Month 4-12: Continue regular engagement and workshop activities, analyze feedback, and make necessary adjustments to the program.

3) February 2025- Workshop Growth Strategies and Planning@Houston Business Development, Inc.
4) Networking opportunities with Primes, learning effective engagement strategies
   a) April 17, 2025 -2nd Annual Harris County Success in Business MWBE Empowerment Summit and Procurement Forum and Workshops
5) National Financial Awareness Day 2025 August 14, 2025 -Financial Workshops at Houston Business Development, Inc. 5330 Griggs Road. Houston, TX 77033
   a) August 15, 2025- Opening Evening Session
   b) August 16, 2025- Five-hour Financial Empowerment Summit
      1. Banking Services
      2. Capital Access
      3. Business Accounting
      4. Insurance Needs
      5. Loan Application Assistance

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Evaluation and Metrics

Engagement Metrics: Track the number of participants in workshops, webinars, and other events.

Feedback Metrics: Measure the quantity and quality of feedback received through surveys, focus groups, and feedback forms.

Partnership Metrics: Monitor the number of partnerships established and collaborative activities undertaken.

Impact Metrics: Assess the impact of the program on MWBEs in terms of increased opportunities, business growth, and success stories.

1) Number of M/WBEs that reached their specific goals and milestones
2) Number of M/WBEs that obtained required training that the recipient was awarded
3) A report on the type of goals and milestones set and how many M/WBEs reached them (percentage/success rate)
4) Characteristics of the M/WBEs assisted or created, including primary business activities (e.g., NAICS code), employment size, annual revenue, number of years in business, the value of contracts it generally seeks, etc.

Conclusion

The Community Engagement Strategy for the MWBE Pathways to Prime initiative is designed to ensure comprehensive and inclusive engagement with the community. By raising awareness, fostering participation, building partnerships, gathering feedback, and sustaining engagement, we aim to support MWBEs in achieving prime contractor status and contribute to their long-term success.

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Reporting Plan for the MWBE Pathways to Prime Grant Program

a. Plan for Reporting on the status of the MWBE Pathways to Prime Grant Program.

1. Quarterly Progress Reports:
   - Content: Each report will include quantitative and qualitative data on the number of Minority and Women-owned Business Enterprises (M/WBEs) participating in the program, their progress towards specific goals and milestones, training sessions attended, and overall program impact.
   - Distribution: Reports will be submitted to the funding agency, key stakeholders, and made available on the program's website.
2. Annual Comprehensive Report:
   - Content: These detailed reports will summarize the year end achievements, challenges, and outcomes. They will include success stories, detailed statistics, analysis of trends, and recommendations for future improvements.
   - Distribution: Annual reports will be distributed to all stakeholders, including funding agencies, partner organizations, and M/WBEs, and will also be presented at an annual review meeting.
3. Ad Hoc Reports:
   - Content: These will be prepared as needed to address specific inquiries or to provide updates on particular aspects of the program.
   - Distribution: As requested by stakeholders or funding agencies.
4. Online Dashboard:
   - Content: A real-time, interactive dashboard will be maintained to provide up-to-date information on key metrics and program performance.
   - Access: Accessible to stakeholders and the public to ensure transparency and ongoing engagement.

b. Data Management Plan

1. Data Collection:
   - Methods: Utilize surveys, interviews, training attendance records, and milestone tracking tools to gather data from participating M/WBEs.
   - Tools: Implement a robust Customer Relationship Management (CRM) system to capture and store data. The CRM will be integrated with other tools used for training and milestone tracking to ensure seamless data flow.

2. Data Types and Specifics:
   a. Number of M/WBEs Reaching Goals and Milestones:

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

- Tracking: Each M/WBE's progress will be tracked through the CRM, noting specific goals and milestones achieved.
- Reporting: Regular updates on the number of businesses meeting their targets.

b. Number of M/WBEs Obtaining Required Training:
- Tracking: Attendance logs and training completion certificates will be recorded in the CRM.
- Reporting: Regular updates on training participation and completion rates.

c. Goals and Milestones Report:
- Content: Detailed report on types of goals set (e.g., revenue targets, new contracts) and the success rate (percentage of M/WBEs achieving these goals).
- Analysis: Trends and insights into common goals and barriers.

d. Characteristics of Assisted M/WBEs:
- Data Points: Primary business activities (NAICS code), employment size, annual revenue, years in business, contract values sought.
- Method: Collected during initial registration and updated regularly through follow-up surveys and interactions.

e. Compliance with Information Requests:
- Process: Establish a protocol to respond to reasonable data requests from other organizations or entities receiving funds, ensuring timely and accurate data sharing while maintaining confidentiality agreements.

3. Data Storage and Security:
- Storage: All data will be securely stored in the CRM system, with regular backups to prevent data loss.
- Security: Implement encryption, access controls, and regular security audits to protect sensitive information.

4. Data Analysis and Reporting:
- Tools: Use data analysis software (e.g., Excel, SPSS) to analyze collected data.
- Reports: Generate insights and visualizations for inclusion in quarterly and annual reports.
- Review: Regularly review data accuracy and integrity to ensure high-quality reporting.

5. Continuous Improvement:
- Feedback Loop: Incorporate feedback from M/WBEs and stakeholders to refine data collection and reporting processes.
- Training: Provide ongoing training for staff on data management best practices and new tools.

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

By implementing this comprehensive plan, we aim to ensure accurate, timely, and meaningful reporting on the MWBE Pathways to Prime Grant Program, supporting continuous improvement and transparency.

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

HARRIS COUNTY
DEEO
DEPARTMENT OF ECONOMIC EQUITY AND OPPORTUNITY

Budget Proposal

Minimum of $50,000 to a maximum of $100,000 per grant recipient

Period of Performance: October 1, 2024 - September 30, 2025

Must submit an individual budget plan for each requested program.

Technical Assistance and Training Networking Opportunities with Primes, Learning Effictive Engagement

Total# Of MWBE's program benefits 750

Implementation/Outreach Period: 21 Week(s)

Total number of Session 1

Length of each Session 6 Hour(s)

Budget Breakdown

Cost Type	Cost Explanation	Amount	Units/ Hours	Total Cost
Direct Expenses	**Operational GPLLC ($50/hr 80 hours including 6 staffers, 9 hours each on day of event and 8 hours day before for total of 17 hours)**	$ 50.00	102	$ 5,100.00
Event Space	HCDE	$ 500.00	1	$ 500.00
Direct Expenses	Marketing/PR	$ 5,000.00	1	$ 5,000.00
Administrative Expenses	Accounting/Adminstrative	$ 40.00	105	$ 4,200.00
Software	Eventbrite Software for Registration	$ 250.00	1	$ 250.00
Direct Expenses	Badges/ Name Tags /ink	$ 350.00	1	$ 350.00
Direct Expenses	Sinage/Way Finders	$ 3,000.00	1	$ 3,000.00
Direct Expenses	Keynote Speaker	$ 5,000.00	1	$ 5,000.00
Direct Expenses	Continental Breakfast/Snacks/Coffee (based on 750 attendees @15/person)	$ 15.00	750	$11,250.00
Direct Expenses	Box Lunch/Afternon Snacks (based on 750 attendees @20/person)	$ 20.00	750	$15,000.00

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Direct Expenses	Media/ (to include video production for PSA and promotional reels and accual cost for media ad placement w/ radio)	$ 5,000.00	1	$ 5,000.00
Direct Expenses	Printing	$ 1,500.00	1	$ 1,500.00
Direct Expenses	Projector/Screen/Laptop rentals for Training Classes	$ 1,500.00	1	$ 1,500.00
Direct Expenses	Decoration	$ 1,000.00	1	$ 1,000.00
Direct Expenses	Project/ Event Manager J Goodwille Pierre	$ 100.00	75	$ 7,500.00
Software	Quickbooks	$ 100.00	12	$ 1,200.00
				$ -
				$ -
				$ -
				$ -
				$ -

Total Grant Request Amount $ 67,350.00

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

EXHIBITB

Duplication of Benefits Attestation

Harris County nor Recipient shall carry out any activities in a manner that results in a prohibited duplication of benefits as defined by any applicable Federal, State or Local law, statute or regulation.

- Recipient shall comply with all requirements pertaining to duplication of benefits, as well as the terms and conditions of any applicable Duplication of Benefits Certification, including Recipient's obligation to promptly notify the County of any insurance proceeds or other disaster assistance received.
- Recipient shall be responsible for indicating whether any funds received from Harris County pursuant to this Agreement is intended for or has been spent on expenses covered by insurance, legal settlement, or any other funding source (whether state, federal or private in nature).

I, J. Goodwille Pierre certify that the costs covered by Harris County's

Printed Contact Name

contribution, related to participation in this Agreement, have not been and will not be reimbursed or funded--oy any other entity. There are no donated resources or refunded payments related to Harris County's contribution hereunder. I understand that duplicate funding is prohibited.

Signature

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Exhibit C

Disclosure Form to Report Lobbying

DISCLOSURE OF LOBBYING ACTtvmes

Complete thia l<>ffil to dl<doSt> lOl!bying ae1MtlesfiLJfSU8lrt to 31 u.s.c_ 1l52

01.1ududnt - n u
£:;pn,IDJ O'''' {lz,:lt®:!2

RWt-Pmlk &urdlt.n s

1. •Type of Federal Action:	2 • Status of :Federaf Action:	3. • Report Type;

4. Name and Addruss of Reporting Entity:

5. If Rc-coortina Enlit in No.,4 I> Suboawardl.'ft. Enter Name and Adora a of Prime:

6. • federal D &ntfAgency:	7. • Federal Program NameJDescription:
	Cfor. Number
S Federal Action Number, if known:	9. Award. Amount. if known:
	$ j

10.,a Name and Addres!l of lobbying Re,gjstrant:

b. Iodivfdua1 P-erfonning SeNIces i...S 11»1

11. 1tn.ru. O, 111Atrw1eat1-Hr.tolld •t1 110SC Us Th4d Wa.tOUd

• ilagtatura:

–Jlamo:

Tllllo: IT lio.:j 10-:

U..Olllf;

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Exhibit D

"Proof of Insurance"

To Be Attached

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Presented to Commissioners Court

October 29, 2024

Approve: G/E

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the 29th day of October **2024** with the following members present, to-wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
Lesley Briones	Commissioner, Precinct No. 4

and the following members absent, to-wit: ----------none----------
constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING THE EXECUTION OF
THE LOCAL GOVERNMENT CODE CHAPTER 381
PERFORMANCE AGREEMENT BETWEEN HARRIS COUNTY AND
THE PIERRE FOUNDATION

Commissioner ----------Garcia---------- introduced an order and made a motion that the same be adopted. Commissioner ----------Ellis---------- seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Hidalgo	☑	☐	☐
Comm. Ellis	☑	☐	☐
Comm. Garcia	☑	☐	☐
Comm. Ramsey	☑	☐	☐
Comm. Briones	☑	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

Pursuant to Texas Local Government Code Ann. §381.004, as amended, and in accordance with the Guidelines and Criteria for entering into a 381 Agreement in Harris County, it is ordered that the County Judge of Harris County or her designee, is hereby authorized to execute for and on behalf of **Harris County** the Agreement between Harris County and **The Pierre Foundation** ("the Recipient"), whereby the Recipient will perform economic development services to promote prosperous development of business, industry and commerce within Harris County, will promote the location and development of new businesses and industries in Harris County, as well as the maintenance and expansion of existing businesses in Harris County for a maximum fee of **Sixty-Seven Thousand, Three Hundred Fifty Dollars ($67,350.00),** for the period beginning **October 1, 2024** and ending **September 30, 2025,** said 381 Agreement being incorporated herein by reference for all purposes as though fully set out herein word for word.

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Notice of Funding Availability (NOFA) for Harris County M/WBE Pathways to Prime Grant Program

Funding Opportunity Title: Harris County M/WBE Pathways to Prime Grant Program

Summary/Synopsis/General Information: Harris County's Department of Economic Equity & Opportunity (the "DEEO") is pleased to announce the availability of funds for non-profit economic development organizations, community development corporations, and community development financial institutions to implement the Harris County M/WBE Pathways to Prime Grant Program. The program focuses on providing technical assistance and training, which includes certification and bonding support.

Funding Instrument Type: Grant

Category of Funding: M/WBE Capacity Building

Estimated Total Program Funding: $250,000

Expected Number of Awards: 3-5

Closing Date for Applications: May 31, 2024

Program Description and Requirements

Background

On November 20, 2020, Harris County Commissioners Court adopted the Minority- and Woman-Owned Business Enterprise Program Policy (M/WBE Policy) and, in 2021, began implementing the policy with aspirational goals set for Harris County procurement activities. A recent M/WBE utilization report shows that while the share of M/WBE contracted companies has increased, the majority have been in the subcontractor category for tracked county procurement opportunities since the program's inception. The purpose of this MWBE Pathways to Prime Grant Program is to provide targeted technical assistance, training, and support aimed at creating and enhancing the M/WBE's business operational capacity and growth strategy through eligible organizations.

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Objectives and Priorities
The goal of the program is to improve the extent to which the M/WBE businesses participate in Harris County contracting opportunities. Increased participation in such contracting work builds the M/WBE's experience and competency, forming a solid foundation for expanding operations and prime contracting capacity. This Grant Program focuses on providing technical assistance and training, which includes certification and bonding support to targeted beneficiaries, that is both established M/WBEs and new M/WBEs.

Award Information

Type of Funding Instrument: Grant

Available Funds: Minimum of $50,000 to a maximum of $100,000 per grant recipient

Number of Awards: 3-5 recipient organizations

Period of Performance: October 1, 2024 – September 30, 2025

Program Eligibility Requirements

I. Recipient must demonstrate that the proposed Scope of Work would:
   a. Support and/or develop and/or create the business capacity of M/WBEs
      AND/OR
   b. Improve the extent to which M/WBEs are awarded Harris County contracts

II. Recipient must be:
   a. A non-profit entity authorized to promote economic development, community development corporations, and/or community development financial institutions in all or a portion of Harris County; and the County funds shall be limited to be utilized within the County
   b. Engaged in ongoing efforts to stimulate and encourage business and commercial activity in Harris County

III. Recipient will perform any or all the following activities:
   a. ***Training and Technical Assistance Programs***: The Recipient will develop and conduct workshops and seminars in English and Spanish (at a minimum) and provide targeted training and technical assistance to support the creation of new M/WBEs or to help established M/WBEs reach specific goals to develop or expand their capacity and operations to obtain contracting opportunities with the County. The recipient will develop and implement eligibility criteria for M/WBEs to receive training, technical assistance, and tailored consultation. The recipient must collect relevant data and provide progress reports evidencing implementation and impact.

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

- Business Planning
- Banking Services
- Capital Access
- Loan Application Assistance
- Business Accounting
- Product Development
- Market Analysis and Market Outreach Strategies
- Procurement response assistance, including proposal development
- Growth Strategies and Planning
- Talent Attraction, Mentoring, and Retaining strategies
- Risk Assessment and Management
- Networking opportunities with Primes, learning effective engagement strategies
- Insurance Needs
- Certification Support
- Bonding Support
- Creation of Joint Ventures
- Other Services

Application and Submission Information

I. **Application Opens:** April 1, 2024, at 8:00 AM CST

II. **Intent to Respond:** Via Bonfire platform, no later than May 31, 2024

Application Requested Information

All applications should be submitted electronically via the Bonfire platform by **5:00 PM CST on May 31,2024.**

The full applications should include the following:

I. Title Page and Organizational Information

a. Point of contact (name, address, email, telephone number)
b. Proposed project location(s)
c. The legal status of the applicant entity
d. History and purpose of the organization
e. Financial capacity
f. Resumes of the key leadership positions that will be directly managing the program
g. Board of Directors (if applicable)

II. Project Narrative: Please describe in detail your ability to successfully administer the program with the following:

a. Demonstration of the capacity to provide technical and/or training assistance.
b. Detail how the assistance provided will increase M/WBE participation in Harris County contracting opportunities.
c. References and/or examples of strong relationships, projects, and experiences with providing services to M/WBEs in Harris County, or the greater Houston area.
d. Strategy to provide program applications and resources in various languages. English and Spanish are required.
e. Provide a detailed project timeline and intended outcomes including milestones.

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

III. Reporting

a. Describe your plan for reporting on the status of the MWBE Pathways to Prime Grant Program.

b. Describe your data management plan for capturing the following types of data:

- Number of M/WBEs that reached their specific goals and milestones
- Number of M/WBEs that obtained required training that the recipient was awarded
- A report on the type of goals and milestones set and how many M/WBEs reached them (percentage/success rate)
- Characteristics of the M/WBEs assisted or created, including primary business activities (e.g., NAICS code), employment size, annual revenue, number of years in business, the value of contracts it generally seeks, etc.
- Comply with any reasonable request for information made by any other organization or entity receiving funds

IV. ***Community Engagement Strategy:***

a. Describe your marketing strategy for informing the public and the plan to engage the M/WBE business community.

b. Outline the methodology of your application process in order to select program beneficiaries. (i.e., Online application portal, outreach events, or advertisements).

c. Describe activities to inform and solicit beneficiaries who are not likely to hear about your proposed project without special outreach. Where applicable, include plans to advertise in English and the service area's spoken language (i.e., Spanish). Include a timeline for those activities, goals for the number of small businesses to contact, the number of staff involved in the community engagement, and any activities that the applicant has previously carried out.

V. Budget with budget narrative, mapped to project timeline:

a. Describe your proposed timeline, including, estimated program beneficiaries, number of courses or session offered, and provide transparency of how grant funds will be utilized.

b. Complete "Budget Proposal" Excel detailing all expenditures for the total amount requested.

Application Submission

Your Submission must be uploaded, submitted, and finalized prior to the closing on **Friday, May 31, 2024, at 5:00 pm (CST).**

Submissions should be uploaded at Harris County Bonfire Portal

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Questions:

Any questions or needed clarifications pertaining to this application shall be submitted through Bonfire Messages: Vendor Discussion. All responses to questions will be posted publicly and available to all applicants. Please check for Public Notices prior to final submission. The window for question for this application must be submitted no later than: **Wednesday, May 1, 2024, at 10:00 am (CST)**.

Submission:

It is recommended that once you have completed your final submission and received a notice status of "submission Complete" from Bonfire, you access your account again and review the documents to verify that the correct content has been provided. Once the close date has passed, you will not have an opportunity to change any of the submitted documents.

All applications must be SUCCESSFULLY submitted by **Friday, May 31, 2024, at 5:00 pm (CST)** regardless of your organization's ability to submit applications online. It is the applicant's sole responsibility to ensure that application documents successfully arrive before the due date and time. The County's online bidding application utilizes the Internet and the World Wide Web, which is comprised of systems that are completely out of the County's control. It is highly recommended that the applicants allow themselves enough time to complete a successful submission. Do not wait until the last minute. MAILED, FAXED OR E-MAILED SUBMISSIONS WILL NOT BE ACCEPTED.

Requested Information

1. Organizational Information
2. Project Narrative – For each service area an application is submitted a separate project narrative must be provided to detail that specific programs objective.
3. Reporting
4. Community Engagement Strategy
5. Budget/Cost Proposal - For each service area an application is submitted a separate budget/cost proposal must be provided to detail that specific programs objective. This will include the excel spreadsheet and a narrative describing how the funds will be utilized.
6. MWBE Pathways to Prime Grant Questionnaire (Q-23JT)
7. Company Brochure/Literature (Optional)

Review and Selection Process

All applications will be examined by an evaluation committee consisting of various Harris County personnel and Harris County Purchasing staff and graded according to the selection criteria set out below:

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Evaluation shall be based on all factors in accordance with the evaluation criteria. Submission of an application serves as acceptance of the evaluation criteria and recognition that the Evaluation Committee must make subjective judgments:

I. Applicant Experience and Capacity [20] %

a. Based upon the applicant's overall capacity and experience that is relevant to the work in this NOFA and demonstrated ability to provide successful program, financial, and partnership management and technical and data expertise during the term of the contract.

b. The extent to which the applicant demonstrates the capability to provide services promptly, including staffing size and capabilities, experience with similar projects, the ability to perform work, and the ability to comply with funding requirements.

II. Project Attributes and Objectives / Needs to be Addressed [30] %

a. Referring to the soundness of the applicant's planned approach to the project, including the ability to address current and future challenges, planned approach to working in partnership with the County and other stakeholders, evidence of organizational buy-in, and proposed staffing approach.

b. Description of program design, including the strategies to achieve the program goals.

III. Timeline, Project Reach, and Intended Outcomes [20] %

a. Quality and feasibility of timeline and major milestones.

b. Quality of listed goals and outcomes of the project, including key performance indicators and metrics to track impact.

c. Explanation of the project's reach, priorities, and relevance to communities and M/WBEs.

IV. Community Engagement and Equity [20] %

a. Quality of marketing and community engagement strategy.

b. Evidence provided the applicant has the capacity to perform dual language outreach for community engagement and facilitate dual language program.

V. Budget / Cost [10] %

a. The extent to which the budget supports the proposed project.

b. Budgeted costs are reasonable, allowable, and allocable; include projected cost for delivery of technical assistance per M/WBE.

c. The quality of the organization's financial review is also considered.

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

Award Administration Information

Award notification is tentatively scheduled to occur in July 2024 via email.

Grant award recipients will be required to attend a post award meeting to ensure full compliance with grant requirements. Tentatively, September 2024 Grant Agreements will be executed, and program implementation will commence October 2024.

DEEO will review and evaluate recipient monthly reports from the grant recipient containing the requested data metrics. DEEO will review and process monthly invoice reimbursements. Payments are contingent on submission of required reports. Specific details on requirements will be communicated with grant recipients during the post award meeting.

Beginning November 2024, program data and metrics must be submitted no later than the 5th of each month. Payments will be disbursed based on the reporting schedule below:

- 25% grant payout 60 days after the Agreement effective date
- 50% grant payout 180 days after the Agreement approval effective date
- 100% grant payout within 30 days after the end date of the Agreement

By adhering to these responsibilities, both recipients and DEEO aim to ensure the effective implementation and evaluation of the program during the specified grant period.

Contact Information

Jessica Herrera, Senior Manager, Business Development and Outreach
Email: MWBEoutreach@eeo.hctx.net

Docusign Envelope ID: BEA0E57A-6009-4DC1-BA43-9C5CBC7C404D

ORDER OF COMMISSIONERS COURT
Authorization for Several 381 Performance Agreements

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the 29th day of October, 2024 with all members present except none.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING THE HARRIS COUNTY JUDGE TO EXECUTE 381 PERFORMANCE AGREEMENTS WITH HOUSTON MINORITY BUSINESS COUNCIL, PUSH FOR DREAMS, AND THE PIERRE FOUNDATION AS PART OF THE "PATHWAYS TO PRIME" INITIATIVE

Commissioner Garcia introduced an order and made a motion that the same be adopted. Commissioner Ellis seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	☑	☐	☐
Comm. Rodney Ellis	☑	☐	☐
Comm. Adrian Garcia	☑	☐	☐
Comm. Tom Ramsey, P.E.	☑	☐	☐
Comm. Lesley Briones	☑	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that the Harris County Judge is authorized to execute, for and on behalf of Harris County, the 381 Performance Agreements between Harris County and Houston Minority Business Council, Push for Dreams, and The Pierre Foundation, in furtherance of the "Pathways to Prime" initiative. The maximum allocated funds for each agreement is as follows: $99,990 for Push for Dreams, $67,350 for The Pierre Foundation, and $69,650 for Houston Minority Business Council in consideration for economic development services through September 30, 2025. Each Agreement is attached hereto and made a part hereof for all purposes as though fully set out in this Order word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

Presented to Commissioners Court

October 29, 2024

Approve: G/E