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

Harris County, Texas

Commissioners Court

Request for Court Action

File #: 24-6995 **Agenda Date:** 10/29/2024 **Agenda #:** 428.

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): Houston Minority Business Council

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 $69,650 in grant funds to the Houston Minority Business Council 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 Houston Minority Business Council $69,650.00 for the period of November 1, 2024 to September 30, 2025 for programs that provide certification support. The Vendor Diversity division will administer and oversee the grant program. Throughout implementation, the recipient will collect and report data metrics to DEEO, and grant funds will be disbursed to the recipient based on their reporting and program

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

progress.

Presented to Commissioners Court

October 29, 2024

Approve: G/E

Expected Impact:

The Houston Minority Business Council will provide certification support through virtual, and in-person sessions designed to guide minority businesses in obtaining their M/W/DBE certification This support aims to enhance their competitiveness and access to contracting opportunities. Additionally, the Houston Minority Business Council Inc. will facilitate the HMSDC certification (MBE) for 60 potential MBEs for one year, which includes automatic State of Texas HUB certification for each participating entity, at no additional cost.

The goal is to foster the creation of new M/WBE businesses and support the growth of existing ones, to increase their chances of securing County contracts and becoming 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):

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

Precinct(s): Countywide

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	$	$69,650.00	$69,650.00	$
Choose an item.	$	$	$	$
Choose an item.	$	$	$	$
Total Current Budget	$	**$69,650**	**$69,650**	$
Additional Budget Request (*Requires Fiscal Review Request Form*)				
Choose an item.	$	$	$	$
Choose an item.	$	$	$	$
Choose an item.	$	$	$	$
Total Additional Budget Request	$	$	$	$
Total Funding Request	**$**	**$69,650**	**$69,650**	**$**
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 Houston Minority Business Council Inc.
Copy of Notice of Funds Availability

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

LOCAL GOVERNMENT CODE CHAPTER 381 – PERFORMANCE AGREEMENT BETWEEN HARRIS COUNTY AND THE HOUSTON MINORITY BUSINESS COUNCIL

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 Houston Minority Business Council 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"). Additionally, to the extent feasible, the Recipient will use the resources and collaborate with of the Economic Development and Tourism Division of the Texas

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

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":

(a) Membership/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.

(b) 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. The Recipient proposes eight (8) in-person and virtual 2-hour training sessions, provided in English and Spanish, to assist Houston-owned minority business entities through the process of obtaining various federal, state, and local certifications, thereby enhancing their competitiveness and access to contracting opportunities.

(c) Business 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.

(d) 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: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

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.

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

(f) 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) Recipient agrees that all workshops, seminars and programs shall be pre-approved by the Department.

(h) Minority and Women Business Enterprise (MWBE), Disadvantaged Business Enterprise (DBE) Assistance Programs. Recipient will develop and will conduct workshops, seminars, and programs designed to assist MWBE's and DBE's in becoming certified with appropriate entities as MWBE and DBE for purposes of contracting with the County and other governmental entities. These sessions will take place at the HMSDC office, located at 3 Riverway St., Houston, TX 77056, with a total of eight (8) sessions, beginning November1, 2024 through August 31, 2025. The Recipient agrees that the certification workshops they will provide will focus on federal, state, and local certifications recognized by the County, including:

(i) **Federal Certifications**: Small Business Administration (SBA) 8(a) Business Development Program;

(ii) **Texas Certifications**: Historically Underutilized Business (HUB) Certification, Texas Unified Certification Program (TUCP), and Certification as a Minority Business Enterprise (MBE) or Woman Business Enterprise (WBE);

(iii) **Houston Certifications**: Minority and Women-Owned Business Enterprise (MWBE) Certification, and City of Houston MBE and WBE Certifications; and

(iv) **Additional Certification: E**ach participating business entity **will receive a fee-waived HMSDC certification (MBE) for 1 year**, which includes **automatic State of Texas HUB certification.** It is stipulated that 80% of the businesses enrolled in the program eligible for MBE certification must be from the following industries: Special Trade, Ready-Mix Concrete Manufacturing (NAICS: 327320), Civil Engineering (NAICS: 541330), Trucking Companies (Non-brokers, Dump trucking of rubble or brush with collection or disposal – NAICS: 562119, Dump trucking (e.g., gravel, sand, top-soil) - NAICS: 484220), Commercial Appraisers (NAICS: 531320), and Traffic Light Suppliers and Installers (Traffic signal installation – NAICS: 238210, Traffic engineering consulting services – NAICS: 541330). The remaining 20% of certifications may be drawn from any other industries relevant to the contracting needs of Harris County.

(i) 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.

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

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 & 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.

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

(c) No Invoice shall be paid unless the associated Recipient Reports and Performance Measures are submitted no later than 30 days following the required Reporting Date.

(d) On the 61st 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.

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

(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 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.

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

(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 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

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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 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 WHICH 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 WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY 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,

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

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.

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 III
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 **$69,650** (the "Award"). The Award incorporates all charges such as labor, equipment, material, delivery and any other costs incurred. Recipient shall not perform any

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

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 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.

Section 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.**

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

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, 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

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

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.

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

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

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

FOR THE RECIPIENT: Houston Minority Business Council
Attn: Lyric Smith, Manager External Projects and Data Analytics
3 Riverway
Houston, TX 77056

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.

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

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.

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:

HARRIS COUNTY ATTORNEY
CHRISTIAN MENEFEE

By: Randy Keenan
RANDY KEENAN
Sr. Assistant County Attorney
CACI: 24GEN2245

HARRIS COUNTY

By: DocuSigned by:
266C1B1FCB5A4DC...
LINA HIDALGO
County Judge

Date Signed: October 29, 2024

HOUSTON MINORITY BUSINESS COUNCIL

ATTEST:

By: _____
Name: _____
Title: _____

OFFICER:

By: Ingrid Robinsor Ingrid M. Robinson
Title President & CEO

Date Signed: 10/17/24

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

EXHIBIT A

Required Activites

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.

Should there be a conflict between any provision(s) of Exhibit A-1 and Exhibit A-2, Exhibit A-1 will be deemed to control unless specifically provided elsewhere.

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

Exhibit A-1

Notice of Funds Availability

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

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: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

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: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

- 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: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

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: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

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: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

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: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

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: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

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: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

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: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

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: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

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: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

- Disadvantaged Business Enterprise (DBE) certifications from the Texas Unified Certification Program
- 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.

October 29, 2024

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

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. October 29, 2024
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: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

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: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

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: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

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: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

Exhibit A-2

Recipient Proposal

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9



Houston Minority Supplier Development Council

Submitted to: Harris County Department of Economic Equity & Opportunity

Date: 05/31/2024

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

I. Title Page & Organizational Information

a. Point of Contact

Lyric Smith
3 Riverway
Houston, TX 77056
Lyric.smith@hmsdc.org
(713) 271 – 7805 ext. 105

b. Proposed Project Location(s)



The proposed location for all technical workshops associated with the HMSDC Pathways to Prime Grant would be conducted out of the 1st Floor Conference Room (pictured above) at our Headquarters.

c. The legal status of the applicant entity

The Houston Minority Supplier Development Council (HMSDC) strictly complies Federal and State laws and regulations regarding its status as a non-profit charitable organization. HMSDC adheres to the stated purposes on its original charter, its bylaws, and the requirements under its 501(c) 3 status with the U.S. Internal Revenue Service. HMSDC will not engage in any activities or transactions, either on its own or as part of a joint venture or subsidiary expense reimbursement agreement that will in any way jeopardize its tax exempt, non-profit, 501(c) 3 charitable organization status.

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

d. History and purpose of the organization

For 50+ years, the Houston Minority Supplier Development Council (HMSDC) has been leading transformation in communities of color across the greater Houston area by advocating for equity and inclusion in business opportunities that foster the growth of minority-owned businesses; and supports corporate and government supplier diversity programs. Major corporations founded HMSDC to develop minority-owned businesses that would create jobs, achieve economic self-sufficiency and increase purchasing power in diverse communities. Our certified minority business enterprises (MBEs) contribute nearly 2% of Houston's gross domestic product, making them a key component of Houston's economic engine that keeps our economy strong! Central to our mission is the principle that networking and relationship building among and between minority-owned businesses and corporate/government buyers build businesses.

e. Financial capacity

The Houston Minority Supplier Development Council (HMSDC) boasts a robust financial capacity that positions us as a reliable partner for executing impactful technical assistance and training programs for the MBE community across Greater Houston. With a diverse revenue stream comprising grants, donations, and earned income, we have demonstrated fiscal resilience even amidst economic fluctuations. Our audited financial statements attest to our responsible stewardship, showcasing consistent revenue growth and prudent expense management. Additionally, our strong financial controls ensure transparency and accountability in all our operations. Through strategic budgeting and resource allocation, we have consistently maintained healthy reserves, providing us with the flexibility to seize opportunities and navigate challenges effectively. This solid financial foundation underscores our commitment to sustainable development and our ability to deliver meaningful outcomes for our beneficiaries.

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

Brandon Davis Director, MBE Services	**Brandon Davis** is a seasoned professional with a robust background in fostering economic equity and inclusivity within procurement and supplier diversity landscapes. Currently serving as the Business Equity Manager (S/MWBE Program) at Port Houston Authority in Houston, TX since 2022, Brandon is instrumental in driving initiatives that empower Small and Minority/Women-owned Business Enterprises (S/MWBEs). As a subject-matter expert, he spearheads outreach programs, shaping program policies and procedures, and acts as the liaison between the Port and various stakeholders, including local and state organizations. In his previous role as Procurement/Senior Supplier Diversity at the University of Houston System from 2019 to 2022, Brandon demonstrated exceptional leadership in ensuring Supplier Diversity (HUB) objectives were met across major construction projects. His responsibilities included overseeing vendor solicitation, facilitating meetings between primary contractors and prospective HUB subcontractors, and managing the Mentor/Protégé program. Additionally, Brandon provided technical guidance to campus leadership and external stakeholders, conducted procurement and supplier diversity trainings, and developed cross-functional process maps to streamline operations and ensure compliance. Brandon's proactive approach extends beyond internal operations; he actively forges partnerships with community leaders, government agencies, and educational institutions to enhance program visibility and achieve common goals. His dedication to fostering trust and relationships has resulted in

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

	positive outcomes, while his strategic methods and procedures have significantly increased compliance and supplier participation. Brandon's commitment to diversity and inclusion, coupled with his strategic acumen, make him a valuable asset in any organization aiming to create a more equitable business environment.
Lyric Smith Manager, External Projects & Data Analytics	**Lyric Smith** is a dynamic leader with a passion for fostering economic development and empowering small businesses. As the Director of Training & Development, Lyric has made significant strides in driving procurement education and networking opportunities along the US North-Eastern Coast. In her current role, Lyric facilitates procurement trainings across five Tier 1 colleges and universities, equipping cross-industry women-owned small businesses with essential procurement skills such as vendor and inventory management, contract negotiations, and bidding. Managing a $2.9 million procurement training contract, Lyric ensures the effective execution of key training activities, empowering businesses to thrive in competitive markets. In addition to her training endeavors, Lyric excels in developing and executing impactful business networking events, leveraging her leadership skills to oversee a team of sales representatives, a retention specialist, and a coordinator for membership and international programs. Her strategic approach is evident in the creation of a streamlined sales process, which enables efficient tracking of key metrics including student retention, training engagement, and sales performance. Prior to her current role, Lyric demonstrated her commitment to community development as the leader of operations for SAGE, a non-profit organization focused on economic development in the Eastside of San Antonio. Collaborating closely with an 11-member board of directors, Lyric played a pivotal role in developing and implementing strategic plans and initiatives to support small businesses in the region. Her advocacy efforts extended to engaging Texas State Representatives and San Antonio Council Members, championing the importance of efficient and sustainable growth on the Eastside. Lyric's expertise in grant proposal development and reporting was instrumental in securing funding for various initiatives, including the $29.7 million Promise Zone designation, $300,000 Choice Facade Improvement Grant, and the $1.1 million Store Front Grant. Her dedication to community empowerment and strategic leadership make her a valuable asset in driving positive change and fostering economic growth.
Alexis Gant MBE Development Specialist	**Alexis Gant** is a dedicated educator and leader within Yes Prep Public Schools, based in Houston, TX. Since August 2023, Alexis has served as the Grade Level Chair, where she has been instrumental in fostering a cohesive team culture and grade-level identity aligned with campus goals. Proactively addressing student behavior infractions and facilitating effective grade-level meetings and events are among her key responsibilities. Alexis excels in coaching and managing a team of seven colleagues, providing guidance in academics, culture, discipline, and overall team satisfaction. Her effective communication with stakeholders ensures a collaborative and supportive environment for students, parents, and teammates alike. In addition to her role as Grade Level Chair, Alexis also serves as a Course Facilitator since January 2023. In this capacity, she facilitates collaboration among ELA teachers from 17 secondary schools within the district, contributing to the alignment of achievement standards for semester assessments with state standards such as STAAR. Alexis models professionalism, strong instructional practices, and effective planning aligned with the curriculum and instructional technologies like Schoology, OneNote, and Aware. As a teacher leader, she plays a pivotal role in coaching and training other ELA 6 teachers on course-specific and district-wide priorities, further enhancing the quality of education across the district.

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

	With her passion for education, leadership skills, and commitment to student success, Alexis Gant continues to make a significant impact within the Yes Prep Public Schools community, driving excellence in teaching and learning.
Edna Gonzales MBE Services Specialist	**Edna Gonzales** is a recognized leader in Minority Business Enterprise (MBE) relations, with a proven track record of fostering meaningful partnerships and driving inclusive economic growth. With her extensive experience and expertise in MBE initiatives, Edna has become a prominent figure in promoting diversity and equity within business ecosystems. Throughout her career, Edna has demonstrated a deep commitment to supporting MBEs and creating opportunities for their advancement. Whether through advocacy, collaboration, or mentorship, she is dedicated to leveling the playing field and ensuring that MBEs have access to the resources and support they need to thrive. Edna's influence extends beyond her professional achievements; she is known for her passion, integrity, and genuine desire to make a difference in the lives of others. Her ability to build bridges between diverse stakeholders, including businesses, government agencies, and community organizations, has been instrumental in driving positive change and creating a more inclusive business environment. As a prominent figure in MBE relations, Edna Gonzales continues to inspire others with her vision, leadership, and unwavering commitment to diversity and inclusion.

g. Board of Directors (if applicable)

- Andy Tandon (General Manager – Turner Construction)
- Anita Manivani (Sr. Procurement Manager – Shell)
- Carla Kneipp (SVP Procurement, Materials, Logistics and Analytics – CenterPoint Energy)
- Christine Mack (Chief Procurement Officer – Cushman-Wakefield)
- Colin Stevenson (Chief Procurement Officer – ConocoPhillips)
- David Wilson (Managing Director Resources/Technology -- Accenture)
- Julie Diehl (Managing Director – Supply Chain – Alavarez & Marsal)
- Keith Davis (President & CEO – Vaskey Media Group)
- Michael Zhang (Managing Consultant – Environeer Engineering Consulting)
- Nadeem Mazhar (President & CEO – Custom Technology Solutions)
- Nannette Ray (President –- TNR Accounting & Management Consulting)
- Nellis Willhite (Trade Compliance Officer/Discovery Project Manager – ExxonMobil)
- Tam Nguyen (Human Capital Principal – Socium Solution)

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9



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Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

III. Project Narrative: Certification Support

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

For 50 years, the Houston Minority Supplier Development Council (HMSDC) has been providing business development programming and services to minority business enterprises (MBEs). HMSDC has assisted MBEs to create jobs, achieve economic self-sufficiency and increase purchasing power in diverse communities.

HMSDC provides MBEs the opportunity to connect face-to-face with many of America's largest public institutions and private sectors companies. **HMSDC provides the only nationally recognized ethnic minority business certification in the greater Houston Region,** as such HMSDC feels well equipped to provide Harris County suppliers training on the benefits of certification.

More than 2/3 of the businesses we serve confirm an increase in revenue by gaining exposure to partnering with publicly owned, privately-owned, and foreign-owned companies, as well as universities, hospitals, local, state, and federal government agencies all due to their HMSDC certification.

Additionally, the 1st Thursday of every month HMSDC currently host a Precertification Workshop detailing the value and benefits of MBE certification and why individuals should seek HMSDC certification.

b. Detail how the assistance provided will increase M/WBE participation in Harris County contracting opportunities

Minority Business Enterprise (MBE) Certification affirms that a business is majority-owned, operated, and controlled by individuals from minority groups. This certification is essential for access to dedicated contracts, business development resources and expansive networking prospects.

Key Benefits of MBE Certification:

- **Exclusive Access:** Tap into government and corporate contracts for certified minority-owned businesses.
- **Market Credibility:** Showcase your business's dedication to diversity, quality, and operational excellence.
- **Enhanced Visibility:** Use the MBE seal on marketing materials to stand out to companies committed to supplier diversity.
- **Strategic Growth:** Leverage certification for strategic planning and align with evolving market trends.

Why Pursue MBE Certification?

- **Supplier Diversity:** Gain entry into programs prioritizing supplier diversity in procurement, enhancing your business's opportunity to compete.

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

- **Recognition:** Attain regional and national acknowledgment from prestigious organizations like the Houston Minority Supplier Development Council.
- **Business Improvement:** Utilize the certification review process to refine your business practices and strategies.
- **Future-Ready:** With the demographic shift towards a minority-majority nation by 2045, certification is increasingly significant for sustainable business growth.

MBE Certification Process:

- **Ownership Verification:** Prove that your business is at least 51% minorityowned.
- **Operational Control:** Demonstrate that minorities control day-to-day operations and management decisions.
- **Financial Health:** Confirm the financial stability and performance of your business.
- **Continuous Improvement:** Engage in regular reassessments through renewal processes to stay competitive.

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

M/WBE References

Nuksy's Fine Catering
Chef Yolonda Henry
4220 Cartwright Rd #702
Missouri City, TX 77459
281.985.5893 / chefyo@nuksys.com

Services Provided: MBE Certification, Proposal Management, Capability Statement, Strategy, One-on-OneConsultations, Grant Applications

STC Consulting
Soledad Tanner
2503 Robinhood St.
Houston, TX 77005
346.227.2895 / soledad@soledadtanner.com

Services Provided: MBE Certification, Proposal Management, Capability Statement, Strategy, One-on-OneConsultations, Grant Applications

Twice Media Production
Tiffany Williams
1301 Texas Ave.
Houston, TX 77002
832.309.0559 / tiffany@twicemediaproductions.com

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

Services Provided: MBE Certification, Proposal Management, Capability Statement, Strategy, One-on-OneConsultations, Grant Applications

Government Entity References

Rockefeller Foundation
Ciara Coleman
Manager
US Economic Equity
504.521.4623 /ccolman@rockfund.org

Services Provided: Training for Suppliers

Port Houston
Brenda Ruiz
Supplier Diversity Manager
713.670.2528 / bruiz@porthouston.com

Services Provided: Training for Suppliers, Buyer training

METRO
Shurronda Murray
Manager, Outreach
Office of Economic Business Opportunity
713.739.4845 / shurronda.murray@ridemetro.org

Services Provided: Training for suppliers

d. Strategy to provide program applications and resources in various languages. English and Spanish required.

To ensure our program applications and resources are accessible to a broader audience, the HMSDC team will collaborate with Soledad Tanner from STC Consulting (and HMSDC certified Hispanic women-owned business) to translate materials into Spanish. Recognizing the importance of inclusivity and addressing the linguistic diversity of our community, this initiative aims to eliminate language barriers and enhance participation from a broader audience of businesses.

HMSDC and STC Consulting have a proven track record of successful collaboration on several projects, reinforcing our confidence in achieving this essential objective. Soledad Tanner, a seasoned professional with extensive experience in translation and consulting, is ready, willing, and has the capacity to work on this project. Our partnership will encompass not only translating written materials but also offering our training session in Spanish. This dual approach will ensure that Spanish-speaking business owners can fully engage with and benefit from our program's offerings, thus amplifying their potential for success in Harris County's competitive procurement

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

landscape.

e. Provide a detailed project timeline and intended outcomes including milestones.

HMSDC proposes that twice a quarter, our Director of MBE Services and Certification Specialist host in-person and virtual training sessions. These sessions will guide Houston-owned minority businesses through the process of obtaining various federal, state, and local certifications, thereby enhancing their competitiveness and access to contracting opportunities.

In addition to hosting these 2-hour sessions at the HMSDC office located at 3 Riverway St. Houston, TX 77056, each participating organization will receive fee-waived HMSDC certification for 1 year, which includes automatic State of Texas HUB certification.

The sessions will be conducted as follows:

- Session 1: November 2024
- Session 2: December 2024
- Session 3: January 2025
- Session 4: February 2025
- Session 5: April 2025
- Session 6: May 2025
- Session 7: July 2025
- Session 8: August 2025

Our certification workshops will cover the following topics related to federal, state, and local (Houston/Harris County) certifications:

Federal Certifications:

1. **Small Business Administration (SBA) 8(a) Business Development Program:** Provides assistance to small, disadvantaged businesses, including minority-owned businesses, to compete in the federal marketplace.
2. **Small Disadvantaged Business (SDB) Certification:** Qualifies businesses for set-aside contracts and subcontracting opportunities with federal agencies.
3. **Minority Business Enterprise (MBE) Certification:** Recognizes businesses owned, operated, and controlled by minority individuals and provides access to federal procurement opportunities. Inclusive of HMSDC's federally- recognized certification through the National Minority Supplier Development Council (NMSDC).
4. **Disadvantaged Business Enterprise (DBE) Certification:** Provides opportunities for minority-owned businesses to participate in federally-funded transportation-related projects.

State Certifications:

1. **Historically Underutilized Business (HUB) Certification (Texas):** Offers opportunities for minority-owned businesses to participate in state government contracting and procurement activities.

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

2. **Texas Unified Certification Program (TUCP):** Provides a one-stop certification process for businesses seeking to become certified as a DBE or an Airport Concession Disadvantaged Business Enterprise (ACDBE) in Texas.
3. **Certification as a Minority Business Enterprise (MBE) or Woman Business Enterprise (WBE) (Texas):** Offers opportunities for minority-owned and woman-owned businesses to participate in state contracting and procurement.

Local Certifications (City of Houston):

1. **Minority and Women-Owned Business Enterprise (MWBE) Certification:** Provides opportunities for minority-owned and woman-owned businesses to participate in City of Houston contracting and procurement.
2. **City of Houston MBE, WBE, SBE, and PDBE Certifications**
3. **Airport Concession Disadvantaged Business Enterprise (ACDBE) Certification:** Offers opportunities for disadvantaged businesses, including minority-owned businesses, to participate in concession contracts at George Bush Intercontinental Airport (IAH) and William P. Hobby Airport (HOU).

These certifications vary in eligibility criteria, application processes, and benefits. Houston-owned minority businesses should carefully review the requirements for each certification. The major objective and milestone of each certification workshop session is to assist M/WBEs in determining which certifications align with their business goals and objectives currently and in the future.

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9



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III. Reporting

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

All applicant screening questionnaires and program applications will be processed through an online form with cutoff dates. Once the first cohort class is filled, additional interested applicants will move into the applicant pool for future cohort classes. The selection and interview process will be done on a rolling basis. HMSDC will maintain a real-time dashboard that will track enrollment and participant demographics throughout the program. The applicant company's screening questionnaire information will be tracked which includes a summary statement from the applicant describing their key objectives for applying to the Pathways to Prime Grant funded program. The leadership team of HMSDC will review all submitted applications based on the entry criterion stipulated by the grant and approve each cohort class. Anyone not accepted will receive notification from HMSDC explaining the reasoning why they were not accepted and provide guidelines on next steps.

To qualify for one of the programs covered by the Pathways to Prime Grant the following conditions must be satisfied:

- A women-owned or minority business enterprise (W/MBE) – A W/MBE is a company that has demonstrated they are a United States citizen who belongs to an ethnic minority group or women-owned organization designated by the federal Minority Business Development Agency (MBDA). Ethnic minorities include Black, Hispanic, Asian-Indian, Asian-Pacific, and Native American owned and operated organizations.
- Ownership by women/minority individuals means the business is at least 51% owned, managed, and controlled by such individuals or, in the case of a publicly owned business, at least 51% of the stock is owned by one or more such individuals.
- Screening questionnaires will be completed on each applicant.
- Program applications will be submitted online and approved by the HMSDC leadership team.
- There is a detailed rubric to evaluate applicants to ensure that they comply with the requirements of the purpose of the grant.

Status Reports:

In total the Harris County: Office of Economic Equity & Opportunity will receive 4 narrative reports and 2 financial reports from the Houston Minority Supplier Development Council (HMSDC). Three narrative reports will be submitted per the conclusion of each cohort to complete the training and technical assistance within our program and a final narrative report summary submitted by September 30th, 2025, with an overview of all Pathways to Prime program participants, success stories, areas of improvement, etc. Financial reports shall be submitted half-way through the grant period (May 31st, 2025) with another final financial report submitted (September 30th, 2025).

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

Narrative reports will:

- Include an executive summary;
- Clearly indicate the time period that the report covers;
- Include lessons learned that may inform future work;
- Describe any challenges and how they were addressed;
- Indicate compliance with the terms of the final Grant Agreement; and
- Be signed by (or submitted electronically by or on behalf of) the principal investigator or another appropriate official of the Harris County: Office of Economic Equity & Opportunity

Financial reports will:

- Specify the time period covered by the report;
- Be submitted in four columns: the first column should reflect the original budget (as amended, if applicable), the second column should reflect actual expenditures against the budget categories, the third column should reflect the balance (budget minus expenditures), and the fourth column should reflect the percentage of change between columns one and two;
- Be in U.S. dollars;
- Include a statement that the grant funds were used solely for the purpose for which the grant was made;
- Be submitted in Excel if at all possible; and
- Be signed by (or submitted electronically by or on behalf of) a financial officer of the institution.

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

- ### Number of M/WBEs that reached their specific goals and milestones

  The specific goals and milestones of each W/MBE participant within the HMSDC Pathways 2 Prime Grant Program will be noted within the screening questionnaires, tracked within the real-time participant dashboard, and reported within the narrative reports.

- ### Number of M/WBEs that obtained required training that the recipient was awarded

  The total number of M/WBEs to receive the required training and technical assistance specified within the grant will be tracked within the real-time participant dashboard and reported within the narrative reports.

- ### A report on the type of goals and milestones set and how many M/WBEs reached them (percentage/success rate)

  The specific goals and milestones of each W/MBE participant within the HMSDC Pathways 2 Prime Grant Program will be noted within the screening questionnaires, tracked within the real-time participant dashboard, and reported within the narrative reports.

  Narrative reports will:

  - Include an executive summary;
  - Clearly indicate the time period that the report covers;

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

- Include lessons learned that may inform future work;
- Describe any challenges and how they were addressed;
- Indicate compliance with the terms of the final Grant Agreement; and
- Be signed by (or submitted electronically by or on behalf of) the principal investigator or another appropriate official of the Harris County: Office of Economic Equity & Opportunity

- 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.

  Once selected to participate in the HMSDC Pathways 2 Prime Grant Program (following the screening questionnaires) each participant will be tracked as potential MBEs and complete our HMSDC certification process. Our certification process collects such data as W/MBE corporation's industry, NAICS Description, NAICS codes, business structure, employment size (full and part-time employees), annual revenue, customer references, bank references, value of contract, etc.
  It is a comprehensive certification intake process that is designated by the National Supplier Development Council.

- Comply with any reasonable request for information made by any other organization or entity receiving funds

  As all data is tracked within a real-time participant dashboard all reasonable requests for information by any organization or entity receiving funds can be completed within 3 business days of information request.

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9



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Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

IV. Community Engagement Strategy

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

Our marketing strategy is multifaceted, aiming to inform the public about our HMSDC Pathways to Prime Grant Program, while actively engaging the Minority and Women-Owned Business Enterprises (M/WBE) community. Outside of our internal network of 922 HMSDC certified minority owned businesses; we utilize a combination of traditional and digital marketing channels. These channels include social media platforms, email newsletters, press releases, and targeted advertising campaigns, to reach a diverse audience. Our messaging emphasizes the value of collaboration and inclusivity, highlighting our commitment to supporting M/WBEs and fostering economic empowerment.

To specifically engage the larger M/WBE business community outside of our 922 HMSDC certified MBEs, we intend to lean on our resource partners specifically those apart of the "Greater Houston SEDIE Support Stack". HMSDC was selected in partnership with Impact Hub Houston, LiftFund, Empresarios Latinos, United 4 Change Center, Women's Business Enterprise Alliance, HBDI, and the Houston Area Urban League to address the growth of socially and economically disadvantaged individual entrepreneurs. Leveraging this strongly defined Houston community partnership, we would develop tailored outreach programs and networking events. These initiatives provide opportunities for M/WBEs to connect with our organization, learn about available resources and funding opportunities, and highlight their products and services. This collective of local chambers of commerce, business associations, and industry-specific groups amplifies our reach throughout Houston and continues to create mutually beneficial partnerships. Overall, our marketing strategy reflects our commitment to building strong relationships with the M/WBE business community and fostering a culture of diversity, equity, and inclusion.

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

Our methodology for selecting program beneficiaries is designed to be inclusive, transparent, and accessible. We employ a multi-step approach that encompasses various outreach channels and evaluation criteria to ensure the fair and effective selection of beneficiaries.

Firstly, we utilize an online application portal that serves as the primary entry point for interested individuals and business enterprises. This portal is user-friendly and allows applicants to submit their information, including each corporation's industry, NAICS Description, NAICS codes, business structure, employment size (full and part-time employees), annual revenue, customer references, bank references, etc., in a streamlined manner. To ensure accessibility, we provide support and guidance for applicants who may require assistance navigating the platform.

In addition to the online application portal, we conduct targeted outreach events (such as our quarterly MBE mixers, golf scholarship fundraiser, HMSDC EXPO, Lunch with the Presidents, etc.)

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

and advertisements to reach a diverse audience and encourage participation. We are also known throughout the community to be guest speakers and lecturers to increase our presence amongst the M/WBE community. These events may include information sessions, webinars, and community workshops where potential applicants can learn more about our programs, eligibility criteria, and application process. Moreover, we leverage traditional and digital advertising channels to promote our opportunities and ensure broad visibility.

Once applications are received, our selection process involves a thorough review by our HMSDC leadership team with relevant experience and expertise. Each application is evaluated based on the pre-defined criteria outlined by Harris County, which may include M/WBE status, annual revenue goal or cap, employment goal or cap, and the applicant's capacity to execute program requirements.

Furthermore, we prioritize transparency throughout the selection process by providing regular updates to applicants on the status of their submissions and offering feedback to unsuccessful applicants' candidates to support their future efforts. Our primary goal is to create a fair and inclusive application process that identifies beneficiaries who demonstrate the greatest potential for positive outcomes and impact within their communities.

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.

Our outreach activities are designed to ensure that all potential beneficiaries, including those who may not typically hear about our proposed project, have access to information and opportunities for participation. Recognizing the importance of inclusive outreach, we have developed a comprehensive strategy that incorporates targeted approaches to reach underrepresented communities.

To engage beneficiaries who may not be reached through traditional channels, we employ a variety of outreach methods tailored to their needs and preferences. This includes direct engagement with community organizations, ethnically diverse chambers of commerce, university led entrepreneurship programs, and cultural centers that serve as trusted sources of information within their respective communities. For example, through our

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memorandums of understanding with the following community organizations: Impact Hub Houston, LiftFund, Empresarios Latinos, United 4 Change Center, Women's Business Enterprise Alliance, HBDI, and the Houston Area Urban League Through partnerships with these organizations, we can disseminate information about our project and solicit participation from individuals who may not have access to mainstream communication channels.

In addition, we prioritize language accessibility in our outreach efforts, recognizing the linguistic diversity of our service area. In addition to advertising in English, we plan to communicate information about our project in the service area's spoken language, such as Spanish. This will involve translating project materials, advertisements, and outreach communications into Spanish to ensure that non-English speakers have equal access to information and opportunities for engagement.

Furthermore, we leverage digital platforms and social media channels to reach a wider audience and facilitate online engagement. By utilizing targeted advertising campaigns and outreach efforts on platforms commonly used by the communities we aim to serve, we can amplify our reach and connect with individuals who may not be reached through traditional means.

Overall, our outreach activities are guided by principles of inclusivity and accessibility, ensuring that all potential beneficiaries have the opportunity to learn about and participate in our proposed project, regardless of their background or circumstances.

The Houston Minority Supplier Development Council (HMSDC) was recently selected as a primary community partner by Comcast to promote the Comcast Rise grant program due to our outstanding outreach ability to reach diverse and inclusive M/WBEs throughout the Houston community. Below is an example of the reporting done for this program proving our engagement strategy, social media efforts, response rates, and frequency with which we communicate with our M/WBE network.

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9



Weekly Email Alerts

(all weekly alerts are distributed to our network of 1,488 Minority-Owned and Operated Business Enterprises on Mondays and Wednesdays weekly)

5.1.24
- 706 Alerts Opened
- 47.4% Open Rate

5.8.24
- 587 Alerts Opened
- 39.4% Open Rate

5.13.24
- 563 Alerts Opened
- 37.7 % Open Rate

Social Media

(Social Media engagement statistics across Facebook and Instagram)

5.13.24
- 660 Impressions (number of people promoted our post)
- 66 Reach (number of people who saw our post)
- 62 Engagements (total number of likes, comments, shares, etc.)

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

In-Person Events

Lunch with The President

(Held on May 7, 2024, the **Lunch with the President** event featuring **Ingrid Robinson** took place, both in-person and virtually with **18 total attendants**, focusing on the **Business Case for Diverse Leadership**, a pivotal topic in today's corporate world.

Attendees explored the findings of a recent survey indicating that businesses led by women and/or ethnic minorities consistently outperform others, often surpassing organizational expectations. The discussion centered on replicating this success within minority-owned businesses.

Throughout the event, attendees engaged in dynamic exchanges, exploring strategies to leverage diversity as a catalyst for innovation, growth, and resilience. Robison's insights emphasized the necessity for organizations to embrace diversity not only as a moral imperative but as a strategic advantage.)



Virtual Events

Marketplace Committee

(Held on May 9, 2024, the monthly **Marketplace Committee** comprised of certified HMSDC acts as the bridge between minority business enterprises (MBEs) and Corporate Members; facilitates the process of strategic and intentional matching between MBEs and Corporate Members; and aims to increase MBE-to-MBE and Corporate-to-MBE commerce. **This month 33 attendees were informed of regulations, eligibility, and application details for the Comcast Rise grant program**).

Pre-Certification Workshop

(Held on May 2, 2024, the monthly **Pre-Certification Workshop** presented to Houston community MBEs interested in receiving HMSDC certification to assist MBEs in understanding the certification process, documentation, and level set expectations. **This month 104 attendees were informed of regulations, eligibility, and application details for the Comcast Rise grant program**).

Enterchange Workshop

(Held on May 9, 2024, the monthly **Enterchange Workshop** presented to newly certified HMSDC MBEs to assist with eXchange navigation, committee comprehension, development initiative selection, scholarship attainment, corporate matching, etc. **This month 63 attendees were informed of regulations, eligibility, and application details for the Comcast Rise grant program**).

Timeline for HMSDC Pathways 2 Prime Activities:

1. **Weekly Alerts to HMSDC Certified MBE Community:**
    - Every Monday and Wednesday: Weekly alerts are sent out to the entire 922 HMSDC certified MBE community. Beginning September 2nd, 2024.
2. **EnterChange and Precertification Workshop:**
    - Every First Thursday of the Month: EnterChange and Precertification Workshop is held, open to both HMSDC certified MBEs and non-certified MBEs. Beginning September 5th, 2024.
3. **Quarterly MBE Mixers:**

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

- Quarterly: MBE Mixers are organized to facilitate networking and collaboration among MBEs.

4. **Quarterly Lunch with President:**

   - Quarterly: Lunch with President events are hosted, where the Houston MBE community is invited to engage in dialogue with President Ingrid Robinson about issues facing the MBE community. The next session occurs October 3rd, 2024.

5. **Attendance at Community Events:**

   - Ongoing: We actively participate in community events hosted by our partners throughout the City of Houston, fostering connections and outreach within the broader community. I.e., National Urban League Conference occurring July 2025, the HMSDC Supplier Diversity Expo occurring October 9 – 10th, 2024, NMSDC Minority Business Forum occurring May 2025, etc.

6. **Monthly Board of Directors Engagement:**

   - Ongoing Monthly: Our Board of Directors, comprised of industry and community leaders from Greater Houston, provides strategic guidance and support for our community engagement efforts. Occurring September 26th, 2024.

Goals:

- **Number of Small Businesses Contacted:** Our goal is to directly engage with a minimum of 1,500 small businesses within the Houston MBE community over the grant period through our various activities and events.

- **Number of Staff Involved in Community Engagement:** We anticipate involving a dedicated team of 3 staff members (1. Manager, Data Analytics & External Projects, 2. MBE Services Specialist, and 3. MBE Development Specialist) in our community engagement initiatives, ensuring effective coordination and outreach across all activities and events.

By integrating these activities into our community engagement strategy, we aim to maximize participation, foster collaboration, and address the needs of the MBE community in Houston effectively.

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

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 Certification Support

Total # Of MWBE's program benefits 60

Implementation/Outreach Period: 47 Week(s)

Total number of Session 8

Length of each Session 2 Hour(s)

Budget Breakdown

Cost Type	Cost Explanation	Amount	Units / Hours	Total Cost
Wages	MBE Services Specialist	$ 18.00	300	$ 5,400.00
Wages	MBE Development Secialist	$30	150	$ 4,500.00
Wages	Manger, External Projects	$48	50	$ 2,400.00
Wages	Director, MBE Services	$ 53.00	50	$ 2,650.00
Direct Expenses	Re-Granting	$ 400.00	60	$ 24,000.00
Direct Expenses	Equipment	$ 10,000.00	1	$ 10,000.00
Direct Expenses	Marketing/Outreach	$ 5,000.00	1	$ 5,000.00
Direct Expenses	Office Expenses	$ 2,500.00	1	$ 2,500.00
Travel	Parking Expenses	$ 15.00	60	$ 900.00
Translation Services	Materials - Spanish	$ 300.00	1	$ 300.00
Translation Services	In-Person (Presenter)	$ 500.00	16	$ 8,000.00
Translation Services	Virtual (Presenter)	$ 250.00	16	$ 4,000.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -

Total Grant Request Amount $ 69,650.00

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

EXHIBIT B

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, Ingrid Robinson 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 by 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.

Ingrid M Robinson

Signature

Docusign Envelope ID: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

Exhibit C

Disclosure Form to Report Lobbying

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2022

Review Public Burden Disclosure Statement

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

* Name
* Street 1 | Street 2
* City | State | Zip
Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:

7. * Federal Program Name/Description:
CFDA Number, if applicable:

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*
$

10. a. Name and Address of Lobbying Registrant:

Prefix | * First Name | Middle Name
* Last Name | Suffix
* Street 1 | Street 2
* City | State | Zip

b. Individual Performing Services (including address if different from No. 10a)

Prefix | * First Name | Middle Name
* Last Name | Suffix
* Street 1 | Street 2
* City | State | Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* Signature:
*Name: Prefix | * First Name | Middle Name
* Last Name | Suffix
Title: | Telephone No.: | Date:

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

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Exhibit D

"Proof of Insurance"

To Be Attached

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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
HOUSTON MINORITY BUSINESS COUNCIL

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 **Houston Minority Business Council** ("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-Nine Thousand, Six Hundred Fifty Dollars ($69,650.00),** 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: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

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: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

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: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

- 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: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

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: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

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: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

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: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

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: 9FC3D64B-D9A9-47E5-9E84-6A5DE7406CF9

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