

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** Engineering and Construction Management

**AGENDA DATE:** August 9, 2011

**CONTACT PERSON NAME AND PHONE NUMBER:** R. Alan Shubert, P.E., City Engineer X4423

**DISTRICT(S) AFFECTED:** 2

**SUBJECT:**

Request that the Engineering and Construction Management Department be authorized to issue a purchase order to Basic IDIQ, a contractor under the Harris County Department of Education Master Service Interlocal Contract Cooperative Purchasing Program, Contract #09/040JC-03, to re-roof the EPIA Air Cargo Building No. 2. Participation by the City of El Paso in the Harris County Department of Education Master Service Interlocal Contract Cooperative Program was approved by City Council August 18, 2009.

**BACKGROUND / DISCUSSION:**

Basic IDIQ will re-roof approximately 67,000 square feet of the EPIA Air Cargo Building No. 2 with sprayed polyurethane foam roofing, primer for non-metal substrate and where required use closed cell spray polyurethane foam, silicone coating, and replace double-dome lenses on all skylights. The project includes a fifteen year warranty without a dollar limit.

**PRIOR COUNCIL ACTION:**

On August 18, 2009, City Council approved an Interlocal Agreement and Resolution authorizing the City Manager to sign the Harris County Department of Education Municipality Master Service Interlocal Contract in order to participate in their cooperative purchasing program.

**AMOUNT AND SOURCE OF FUNDING:**

\$249,987.18 – Airport Capital Fund

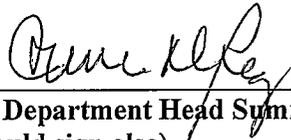
**BOARD / COMMISSION ACTION:**

N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

*Information copy to appropriate Deputy City Manager*



May 11, 2011

**Mr. Jimmy Hicks**  
Maintenance Superintendent  
**The City of El Paso**  
El Paso International Airport  
6701 Convair Road  
El Paso, Texas 79925

Subject:           **Construction Services Proposal**  
                  **City of El Paso**  
                  **Airport Cargo Facility Roofing Project**  
                  **BI Proposal Number 15-1800-BT REVISION 1**

Dear Sir:

Basic IDIQ, Inc. (BI) is pleased to provide this revised proposal for the subject project. This revised proposal encompasses the scope of work to reroof a cargo facility at the El Paso Airport with SPF, including skylight lens replacement and a 15-year No Dollar Limit warranty. Any movement of microwave, radio antenna, gas lines, electrical or electronic equipment will be at owner's expense. All work will be completed in accordance with the information provided by the Airport Maintenance Department and the requirements of JOC contract with the City of El Paso. This revised proposal is comprised of the following:

- Cost Summary – REV 1
- Unit Costs – REV 1

We thank you for the opportunity to offer this revised proposal on this project, and we look forward to working with you for its successful execution and completion. Should you have any questions, or need further information, please feel free to contact us.

Respectfully,

A handwritten signature in black ink, appearing to read 'Eddie Linss', with a horizontal line extending to the right.

Eddie Linss  
El Paso Area Manager

<b>Means Based Pricing (Modified by City Cost Index)</b>		\$ 286,929.33
<b>Bid Coefficient (Means Based Pricing Only)</b>	85.0%	\$ (43,039.40)
	<b>Subtotal</b>	<b>\$ 243,889.93</b>
<b>Non Pre-Priced Items (Below-Listed Items Not Addressed W/ RS Means)</b>		
		\$ -
		\$ -
		<u>\$ -</u>
	Overhead Profit	\$ -
		\$ -
	<b>Subtotal</b>	<b><u>\$ -</u></b>
	<b>Total</b>	<b>\$ 243,889.93</b>

**City of El Paso Contract Factors**

<b>Project Size</b>	0.0%	\$ -
<b>Distance</b>	0.0%	\$ -
<b>Time of Performance</b>	0.0%	\$ -
<b>Annual Volume</b>	0.0%	\$ -
<b>Utilization of Prevailing Wage Scales</b>	0.0%	\$ -

<b>Permitting Fees (Allowance/Pass Through)</b>		<u>\$ -</u>
	<b>Subtotal</b>	<b><u>\$ -</u></b>
	<b>Adjusted Total</b>	<b>\$ 243,889.93</b>

<b>Payment and Performance Bonds</b>	2.50%	\$ 6,097.25
	<b>Final Total</b>	<b><u><u>\$ 249,987.18</u></u></b>

**CostWorks 2011 Quarter 1 - City of El Paso - Airport Cargo Facility Roofing Project - REVISION 1**

Qty	CSI Number	Description	Unit	Bare Mat.	Bare Labor	Bare Equip.	Total	Total Incl. O&P
67,000	07 570 350 0200	Sprayed polyurethane foam roofing, primer for non-metal substrate (when required)	S.F.	9,380.00	8,710.00	12,060.00	30,150.00	38,860.00
67,000	07 570 350 0550	Sprayed polyurethane foam roofing, closed cell spray polyurethane foam, 3 lbs per CF density, 4" thick, R24.8	S.F.	125,960.00	2,680.00	3,350.00	131,990.00	146,080.00
67,000	07 570 350 0700	Sprayed polyurethane foam roofing, spray on silicone coating	S.F.	52,260.00	10,720.00	14,740.00	77,720.00	91,120.00
67,000	07 570 350 0800	Sprayed polyurethane foam roofing, closed cell spray polyurethane foam, warranty 5-20 year manufacturer's	S.F.	0.00	0.00	0.00	0.00	7,370.00
7	08 620 100 9000	Skylights, minimum labor/equipment charge	Job	0.00	2,190.60	0.00	2,190.60	3,519.33
<b>Totals</b>				<b>\$187,600.00</b>	<b>\$24,300.60</b>	<b>\$30,150.00</b>	<b>\$242,050.60</b>	<b>\$286,929.33</b>



**EL PASO  
INTERNATIONAL AIRPORT**

**MEMORANDUM**

TO: Javier Reyes, P.E.  
Engineering Division Manager

FROM: Monica Lombrafia *ML*  
Director of Aviation

SUBJECT: Request for Engineering Services  
Job Ordering Contract – Basic IDIQ  
Re-roofing of EPIA Air Cargo No. 2 Building

DATE: June 15, 2011

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The Airport requests your assistance in acquiring services for the re-roofing of the EPIA Air Cargo No. 2 Building through the City's On-Call, Job Ordering Contract with Basic IDIQ.

The Scope of Work is as follows:

Provide all materials and labor to furnish and install approximately 67,000 SF sprayed polyurethane foam roofing, primer for non-metal substrate, where required; closed cell spray polyurethane foam, 3 lbs. per CF density, 4-inch thick, R24.8; silicone coating; replace double-dome lenses on all skylights; 15-year, No Dollar Limit Warranty.

EPIA has obtained a price quote from Basic IDIQ for this work. A copy of their quote dated May 11, 2011 in the amount of \$249,987.18 is attached for your reference.

The funding for this project is 62620021-PAP0047-41087-508027.

Please contact Jimmy Hicks, Airport Maintenance Superintendent, at 780-4762 should you require additional information regarding this request.

Attachments

cc: Jerry Bettendorf, Assistant Director of Aviation, Operations/Security  
Jimmy Hicks, Airport Maintenance Superintendent  
Michelle LePage, Contract Development Coordinator  
Antonio Marmolejo, Assistant Director of Aviation/Development  
Lili Gutierrez, EPIA Program Coordinator





# **CHOICE FACILITY PARTNERS**

SERVICE OF HARRIS COUNTY DEPARTMENT OF EDUCATION

## **Vendor details**

**MASTER CATEGORY:**

**JOB ORDER CONTRACTING**

**CONTRACT NUMBER:** 09/040JC-03

**CONTRACT TERMS:**

<b>Award Date</b>	June 16, 2009
<b>Expiration Date</b>	June 15, 2012
<b>1<sup>st</sup> Renewal</b>	June 15, 2010
<b>2<sup>nd</sup> Renewal</b>	June 15, 2011

**APPROVED PRODUCT OR SERVICE:**

Job Order Contracting and Related Services

**TO PLACE AN ORDER:** -

**ONLINE ORDER LINK :** -

**PRICING :** According to the CFP contract

**FREIGHT DELIVERY :**

**OTHER :** -

**MWBE/HUB Status:** Not Certified

**DUE DILIGENCE:** Download

**CONTRACT PARTNER:** Basic IDIQ



**Contract Partner Web Site:**  
**www.basicidiq.com**

**APPROVED MARKET AREA :**  
**Texas**

**Contact Info:**

**Everette Thigpen**  
Corporate Park NW  
7015 W Tidwell, Ste G111A  
Houston Texas 77092  
**Phone :** 832-255-2500  
[ethigpen@basicidiq.com](mailto:ethigpen@basicidiq.com)

**Lyndon Brinegar**  
El Paso Texas  
**Phone :** 915-757-6875  
**Cell Phone :** 915-929-8511  
[lbrinegar@basicidiq.com](mailto:lbrinegar@basicidiq.com)

## 10.0 VENDOR CONTRACTS

Between Basic IDIQ, Inc. and  
Harris County Department of Education

For

### Job Order Contracting Services

The following pages will constitute the contract between the above-named vendor and HCDE/CHOICE. nse containing any required exceptions or deviations from these terms, conditions, and specifications. If accepted by CHOICE, the document's contents will be incorporated into the final contract.

This Vendor Contract made and entered into by and between Harris County Department of Education (HCDE), a local government, having its principal place of business at 6300 Irvington Boulevard, Houston, Texas 77022 and Basic IDIQ, Inc. 2900 Woodridge Ste. 312, Houston, TX. 77087.

This contract consists of the provisions set forth below; including provisions of all attachments referenced herein, the RFP, and the complete submittal. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

#### GENERAL TERMS AND CONDITIONS

1. **Freight (if applicable)**  
All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
2. **Warranty conditions**  
All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
3. **Customer support**  
The vendor shall provide timely and accurate technical advice and sales support to CHOICE staff and CHOICE participants. The vendor shall respond to such requests within one (1) working day after receipt of the request. The vendor shall provide training to CHOICE staff regarding products and services supplied by the vendor, at no additional charge, if required.
4. **Contracts**  
The terms of this Agreement shall govern all procurements conducted hereunder. No pre-published terms on the vendor's order acknowledgments or invoices shall have any force or effect. Further, no amendment of the terms of this Agreement shall be permitted unless first approved in writing by the HCDE Purchasing Department and no such amendments shall have any effect unless and until a written amendment to this Agreement is executed by HCDE's Superintendent or its Assistant Superintendent for Business Support Services (or their designees) after any necessary approvals have been obtained from the HCDE Board of Trustees.
5. **Tax Exempt Status**  
All Texas government agencies participating in CHOICE are exempt from payment of taxes state sales taxes under Chapter 20, Title 122A of the Revised Civil Statutes of Texas, for the purchase of tangible personal property. Laws of other states govern the tax status of those states with regard to these purchases.
6. **Other State tax requirements**  
Payment of Taxes by the School District/Public Entity. The School District/public entity will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract

as appropriate to that state of other public entity.

State and Local Transaction Privilege Taxes. The School District/public entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sales and are the responsibility of the seller to remit. Failure to remit taxes from the buyer does not relieve the seller from its obligation to remit taxes. Knowing the tax laws in other states is the responsibility of the vendor.

**7. Tax Indemnification**

Contractor and all Subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/public entity harmless from any responsibility for taxes damages and interest. If applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment Compensation insurance, Social Security and Worker's Compensation.

**8. IRS W-9**

In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District/public entity

**9. Assignments of contracts**

No assignment of contract may be made without the prior written approval of HCDE's CHOICE. Payment can only be made to the awarded vendor. Vendor is required to notify HCDE when any material change in operations occurs, including but not limited to changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like.

**10. Disclosures**

Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with HCDE or with CHOICE participants. The vendor affirms and certifies that, the bid or proposal has been arrived at independently, and is submitted without collusion or discussion with anyone to obtain information, coordinate pricing or product offerings, or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract. Bidder must comply with the following conflict of interest procedures – Texas Local Government Code Chapter 176 – Disclosure of certain relationships with local government officers, providing public access to certain information.

**11. Renewal of Contracts**

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional six (6) years if agreed to by HCDE in its sole discretion. Vendors shall honor the administrative fee for any sales occurred beyond 30 days on any sales made based on a CHOICE contract whether the vendor is awarded a renewal or not. Administrative fee for this contract will be two (4%) percent.

**12. Funding out clause.**

All contracts for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only.

**13. Ordering Procedures**

Purchase orders are issued by participating agencies to the vendor according to the HCDE/CHOICE contract. Participating agencies must send purchase orders to CHOICE, unless otherwise stipulated by CHOICE. CHOICE will review and forward orders to the vendor within one working day. Confirmation of receipt of order may be requested by CHOICE. HCDE also may elect to require e-commerce functionality, where orders are sent directly to the vendor and reported to CHOICE on a specified basis. The e-commerce approach must be approved by HCDE prior to the start date.

**14. Shipments (if applicable)**

The vendor shall ship ordered products within seven (7) working days for available goods and within four (4) to six (6) weeks for special-order items after the receipt of the order unless modified in the Special Terms and Conditions. If a product cannot be shipped within that

timeframe, the vendor shall notify the CHOICE participant the reasons why the product has not shipped and shall provide an estimated shipping date, if applicable. The participant may cancel the order if estimated shipping time is not acceptable.

**15. Invoices**

The vendor shall submit invoices, in duplicate, to the CHOICE participant. Each invoice shall include the CHOICE participant's purchase order number as well as the CHOICE Contract Number. The shipment tracking number or pertinent information for verification of CHOICE participant receipt shall be made available upon request.

**16. Reporting**

The vendor shall electronically provide HCDE/CHOICE with a detailed monthly report showing the dollar volume of all sales under the contract for the previous month, if the contract is set up as a reporting contract in the format and with the information specified by HCDE/CHOICE. Reports shall be submitted to CHOICE at 6005 Westview, Houston, Texas 77055, or electronically to [jnichols@choicefacilitypartners.org](mailto:jnichols@choicefacilitypartners.org). Reports are due on the fifteenth (15) day after the close of the previous month and shall provide information regarding purchases made during the previous month. It is the responsibility of the vendor to collect and compile all sales under the contract from participating members and submit one (1) consolidated monthly report. The monthly report shall include: at a minimum: the date for each purchase, purchase order number, participant name, city/town, and sales total. If the contract is not set up as a reporting entity, all purchase orders are to be sent to HCDE/CHOICE via fax, mail or email.

**17. Payments**

The CHOICE member will make payments directly to the vendor.

**18. Pricing (if applicable)**

The vendor agrees to promptly lower the proportionate price of any product purchased through CHOICE following a reduction in the price the vendor is paying suppliers. All pricing submitted to CHOICE shall include the administrative fee to be remitted to CHOICE by the vendor. It is the vendor's responsibility to keep all pricing up to date and on file at CHOICE. All price changes shall be presented to the HCDE Purchasing Department for acceptance, using the same format as was accepted in the original proposal.

**19. Administrative Fees**

HCDE/CHOICE will invoice the vendor, on a monthly basis, for the administrative participation fee. The invoice will be based on total sales made through the HCDE/CHOICE Contract with the vendor. The vendor shall remit payment to HCDE/CHOICE at net thirty (30) day terms. Failure to pay administrative fees in a timely manner may result in the contract being in default and could result in the contract being suspended or terminated.

**20. Indemnity**

The vendor shall protect, indemnify, and hold harmless HCDE and its Choice Facility Partners members, administrators, employees and agents against all claims, damages, losses and expenses arising out of, relating to, or resulting from the actions of the vendor, vendor employees or vendor subcontractors. Any litigation involving Harris County Department of Education, its administrators, representatives, Trustees, employees and agents shall have sole venue in Harris County, Texas. Any litigation involving CHOICE's cooperative members shall be in the jurisdiction of the participating agency.

**21. Multiple Contract Awards (if applicable)**

HCDE/CHOICE reserves the right to award multiple contracts for each commodity category. Commodity categories are established at the discretion of HCDE/CHOICE.

**22. State of Texas Franchise Tax**

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes or other taxes owed the State of Texas under Chapter 171, Tax Code.

**23. New Products**

New products that meet the contract product specifications may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products. Vendor may replace or add products to an existing contract if: the replacing products are equal to or superior to the original products offered; are discounted in a similar or to a greater degree;

and the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. HCDE may reject any proposed additions in its sole discretion.

**24. Promotion of Contract (Marketing Plan)**

Vendor shall provide to CHOICE a marketing plan for promoting the HCDE contract. This plan shall cover all areas and states applicable. Vendor shall demonstrate how the HCDE contract will be used as a primary contract offering to participating agencies. Encouraging participating agencies to circumvent the contract by purchasing directly from vendor will result in suspension or termination of Contract. Once approved as a contract partner, vendor agrees to display the CHOICE seal in marketing collateral materials, such as website, brochures, etc. Vendor shall submit all promotional materials to HCDE to obtain written approval before finalizing promotional material utilizing the CHOICE name or seal. No press releases or other material regarding this contract may be released unless HCDE first approved the press release in writing.

**25. Website Support**

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

**26. Supplemental Agreements**

CHOICE participant and vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract, i.e. invoice requirements, ordering requirements, on-campus service, specialized delivery, etc. Any supplemental agreement developed as a result of this RFP is exclusively between the CHOICE participant and vendor, and shall have no effect or impact to any other CHOICE participant or this Agreement. Supplemental agreements of these types shall not have any impact on the pricing available to HCDE and other CHOICE participants. Any supplemental agreement between vendor and the individual CHOICE participant is exclusively between that specific CHOICE participant and the vendor. Such supplemental agreement will be subject to immediate cancellation by the CHOICE participant (without penalty to the CHOICE participant) if, in the opinion of the CHOICE participant, the quality, service, and specification requirements, and/or the terms and conditions are not maintained as stated in the supplemental agreement.

**27. Environmental Initiatives**

HCDE/CHOICE is committed to reducing waste and promoting energy conservation. Toward that end, vendors responding to this request for proposal are encouraged to provide their companies environmental policy and green initiative.

**28. Certificates of Insurance**

Certificates of Insurance, name and address of vendor, the limits of liability, the effective dates of each policy and policy number shall be delivered to the CHOICE participant prior to commencement of work. The insurance company shall be licensed in the State of Texas, and shall be acceptable to the CHOICE participant. The vendor shall give the CHOICE participant a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The vendor shall require all subcontractors performing any work to maintain coverage as specified.

**29. Miscellaneous**

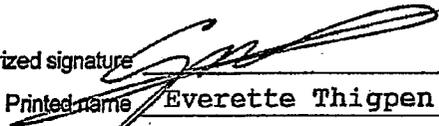
Either party may cancel this contract in whole or in part by providing thirty days' written notice. The vendor acknowledges and agrees that continued participation in CHOICE cooperative purchasing program is subject to HCDE's sole discretion, and that any vendor may be removed from the participation in the program at any time with or without cause. All work will cease after completion of final accepted order. Nothing in the contract or in any other communication between HCDE and the Vendor may be construed as a guarantee that CHOICE participants will submit any orders at any time. HCDE reserves the right to request additional proposals for items already on contract at any time.

30. **Governing Law**  
The laws of the State of Texas, without regard to its provisions on conflicts of laws govern this Agreement. Any dispute under this Agreement may be brought in the state and federal courts located in Houston, Harris County, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts.
31. **Press Releases**  
Each Party shall have an opportunity to review and must obtain prior written approval for any press releases relating to this Agreement. No press releases or other publicity regarding this contract may be made without first obtaining the approval of the HCDE CHOICE/Communications Department.
32. **No Agency or Endorsements**  
The Parties are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other Party. This Agreement will not be construed to create or imply any partnership, agency, or joint venture, nor will it be construed or deemed an endorsement of a specific company or product.
33. **Force Majeure**  
Neither Party shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such Party's control.
34. **Assignment**  
The Vendor may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the authorized representative of the HCDE, and any such attempted assignment shall be void.
35. **Severability**  
The invalidity or unenforceability of any provision of this Agreement, or any terms thereof, shall not affect the validity of this Agreement as a whole, which will at all times remain in full force and effect.
36. **Waiver**  
The failure of either Party to enforce at any time the provisions of this Agreement, or the failure to require at any time performance by the other Party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of either Party to enforce each and every such provision thereafter. The express waiver by either Party of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.
37. **Entire Agreement**  
This Agreement, including any and all exhibits attached hereto, is the entire agreement of the Parties and supersedes any prior representations, agreements, negotiations, or understandings between them, whether written or oral, with respect to the subject matter hereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto. This Agreement supersedes any conflicting terms and conditions on any work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by a Vendor after the Effective Date.
38. **Notices**  
Notices shall be sent by first class mail, postage prepaid, by courier or other personal delivery, or by facsimile, to the Parties at the addresses specified in the heading of this Agreement or to such other address as a Party designates in writing to the other Party.

**SIGNATURE FORM**

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices quoted. The undersigned further certifies that he or she is an officer of the company and has authority to negotiate and contract for the company named below and meets/agrees with all of the above terms and conditions specified in this request.

Company name Basic IDIQ  
Address 2900 Woodridge Ste 312  
City/State/Zip Houston, Texas 77087  
Telephone No. 832-255-2500  
Fax No. 832-255-2550  
E-mail address ethigpen@basicidiq.com

Authorized signature   
Printed name Everette Thigpen  
Position with company Chief Operating Officer  
Sales Representative Everette Thigpen  
Email Address ethigpen@basicidiq.com  
Web site URL basicidiq.com

Accepted by HCDE JUN 16 2009 to JUN 15 2010

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional six (6) years if agreed to by CHOICE and the awarded vendor. Vendors shall honor all participation fees for any sales made based on a CHOICE contract whether the vendor is awarded a renewal or not.

HCDE Authorized Signature   
Print Name \_\_\_\_\_

Date JUN 16 2009  
09/040JC-03

Approved by Harris County Department of Education