



LUBBOCK INDEPENDENT SCHOOL DISTRICT

GENERAL TERMS AND CONDITIONS for NON-CONSTRUCTION SOLICITATIONS AND CONTRACTS

Revised February 23, 2026

The following General Terms and Conditions for non-construction solicitations and contracts are issued according to the laws, regulations, and policies set by the Texas Education Code, Chapter 44, and the Lubbock Independent School District Policy.

Suppliers are advised to read and understand the General Terms and Conditions prior to responding to a District solicitation. Any exceptions to or failure to follow these General Terms and Conditions unless otherwise indicated in the solicitation, may be cause for a supplier's response to be deemed non-responsive and disqualified by the District.

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SOLICITATION INFORMATION AND INSTRUCTIONS

1 General Instructions

- 1.1 The District has established an electronic procurement/sourcing application (Lubbock ISD e-Bid System) to gather responses to solicitations from registered suppliers. Any and all applicable solicitation documents and related terms, conditions, specifications, instructions, and addenda (collectively, the "Solicitation Packet") will be available through the Lubbock ISD e-Bid System.
- 1.2 Electronic responses shall be performed through the Lubbock ISD e-Bid System. No responses will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or fax transmission.
- 1.3 Responses shall be direct, concise, and complete. Suppliers failing to submit in manner as requested may be considered non-responsive and may not be evaluated. Any required information, documents, or exceptions received after the deadline will not be considered under any circumstance.
- 1.4 Responses submitted on other forms or with different terms and conditions may be considered non-responsive and may not be evaluated.
- 1.5 All solicitation responses and accompanying documents become the property of the District. The District will be under no obligation to return any part of a solicitation response to a supplier.
- 1.6 Responses must be submitted only by those individuals that have been given authority to bind the supplier under contract.
- 1.7 Responses shall be submitted no later than the date and time set in the solicitation. The system is designed to lock out any late responses and not allow submission after the deadline. Respondents are encouraged to submit electronic responses in advance of the deadline. The District will not accept late submissions and will not be responsible for actions or consequences outside of District control.
- 1.8 Unless otherwise specified, all submitted responses, in entirety, must remain in effect for a minimum of ninety (90) calendar days from the submission deadline.
- 1.9 Results will become available after award.
- 1.10 The District shall not be liable for any cost incurred by a supplier in the preparation or delivery of supplier's response submittal or for any other cost incurred because of the solicitation.
- 1.11 The issuance of this solicitation does not obligate the District to enter into a contract for any goods and/or services.

2 Rights Reserved by the District

- 2.1 The District reserves the right to accept or reject, in part or in whole, any proposals submitted, to waive minor deviations, informalities, irregularities, or technicalities, and to make recommendations for awards in the best interest of the District.
- 2.2 The District reserves the right to cancel the solicitation, reissue the solicitation, or extend the solicitation opening time and date, the contract award date, or both.
- 2.3 The District further reserves the right to award one or more contracts, in part or in whole, to a single or to multiple respondents. The decision to award multiple contracts, award only one

contract, or to make no awards rests solely with the District. Any such outcome should be taken into consideration by each respondent.

- 2.4 The District reserves the right to make an award without discussion with any respondent, after responses are received. Responses should therefore be submitted on the most favorable terms.
- 2.5 Quantities provided in any solicitation are a close approximation based on requirements and available funding. The District reserves the right to increase, decrease, or cancel quantities. If the quantities are to be increased, such increase will be at the unit price established for the good.
- 2.6 The District may consider and accept alternate responses, if specified, when it is in the best interest of the District.

3 Pre-Submittal Conference

- 3.1 If a pre-submittal conference is indicated as an event in the solicitation, the District highly recommends supplier representation. The conference is not mandatory and every effort will be made on the part of the District to share information gained during the conference. However, the District will not be held responsible for providing information discussed at the conference and suppliers not in attendance will not be excused from having complete knowledge of the specifications and/or scope of work requirements discussed during the conference.
- 3.2 If a pre-submittal conference is scheduled to include campus site visits, suppliers will be required to sign in at the main office and obtain a visitor's badge prior to the conference start time. Prepare to arrive early for processing time and bring a current driver's license/ government issued identification.

4 Inspection of Documents

- 4.1 Before submitting a response, each supplier shall thoroughly examine the solicitation packet and project sites (if applicable) to ensure that the equipment and/or services submitted meet the intent of the specifications.
- 4.2 Each supplier receiving a solicitation packet prepared by the District is responsible for inspection of District documents for missing or illegible pages, or other indication of incomplete information provided to the supplier. The failure or neglect of a supplier to receive or examine any solicitation packet, including the contract document, form, instrument, addendum, or document shall in no way relieve the supplier from obligations with respect to supplier's response.
- 4.3 The submission of a response shall be taken as prima facie evidence of compliance with this section. The District is not responsible for incomplete response submittals.

5 Questions and Clarifications

- 5.1 All requests for additional information or clarification concerning this solicitation must be submitted through the Lubbock ISD e-Bid System under the "questions" tab **no less than seven (7) calendar days prior** to the deadline, unless otherwise indicated by the "question cutoff date."

- 5.2 The District's reply to questions and requests for clarifications will be answered under the "questions" tab or by formal written addenda, added as additional documents.
- 5.3 The supplier is discouraged from contacting the District's buyer directly unless necessary.
- 5.4 All issued answers and addenda will become part of the solicitation package having the same binding effect as provisions of the original documents. No verbal explanations or interpretations will be binding.
- 5.5 Requests for additional information or clarifications shall be complete, including pertinent information. Requests that are delinquent, not valid for current solicitation, or previously addressed will not be entertained or answered.

6 Addenda

- 6.1 Any additions, deletions, modifications, corrections, clarifications, or any other changes made to the original solicitation packet shall be made available online in the Lubbock ISD e-Bid System and sent to all suppliers having received the initial solicitation or notice of the solicitation.
- 6.2 It is the responsibility of the supplier to be informed of and review all issued addenda in regards to the applicable solicitation. By submitting a response, the supplier affirms that the submittal is made in compliance with the terms, conditions, and specifications contained within the addenda.

7 Federal Guidelines (EDGAR)

- 7.1 The District solicits under the requirements of the Code of Federal Regulations (CFR) Title 2, Grants and Agreements, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200). Following these Federal requirements allow for Federal funds entrusted to the District to be used to make purchases through an awarded District contract. The CFR is subject to changes during the term of the contract and the supplier may be required to make adjustments as necessary.
- 7.2 By submitting a response, the supplier will certify and agree to understanding and compliance with all applicable areas identified herein. Not all areas will be applicable to this solicitation and it is the supplier's sole responsibility to identify which areas are appropriate to the solicitation. Failure to certify and agree to the requirements may disqualify the supplier's response or limit the use of the awarded contract based on the funding source.
- 7.3 The District may at any time within the contract term, require an awarded supplier to reaffirm and/or resubmit proper documentation stating that their company is not debarred, nor have any other circumstances changed relating to their original response.
- 7.4 The following certifications and provisions are required and apply when federal funds are expended for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable:
 - 7.4.1 Supplier Violation or Breach of Contract Terms – For contract awards valued at or greater than the Simplified Acquisition Threshold (SAT) currently set at \$350,000, the District must address administrative, contractual, or legal remedies in instances where suppliers violate or breach contract terms, and provide for such sanctions and penalties as

appropriate. The remedies under this provision are in addition to any other remedies that may be available under law or in equity.

- 7.4.2 Termination for Cause or Convenience – All Federal contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. The District reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by supplier in the event supplier fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The District also reserves the right to terminate the contract immediately, with written notice to supplier, for convenience, if the District believes, in its sole discretion that it is in the best interest of the District to do so. Supplier will be compensated for work performed and accepted, and goods accepted by the District as of the termination date if the contract is terminated for convenience of the District. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other suppliers when it is in the District's best interest.
- 7.4.3 Debarment and Suspension – (Executive Orders 12549 and 12689). A contract award must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines. The Excluded Parties List in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. Prior to award, the District will verify that the supplier is not currently listed as debarred by the Federal government. If the supplier is found to be on the debarment list, the District, at its sole discretion, may elect to not award to the supplier if federal funds are intended to be used for the contract. At any time during the contract term, an awarded supplier becomes debarred by the Federal government, the supplier must notify the District within five (5) calendar days of the debarment. The District has the sole option to terminate the contract or limit the contract to non-federal funds.
- 7.4.4 Conflict of Interest – The District must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if there is a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of their immediate family, partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from the contract awarded to a specific supplier. It is the responsibility of the supplier to identify and make the District aware of any potential conflicts of interest that exist between supplier and the District. Failure to do so will cause the associated supplier's response to be disqualified from further consideration, or if already awarded, the associated contract will be terminated immediately without penalty to the District based on cause.
- 7.4.5 Cost Analysis/Negotiation of Profit – For contracts over the SAT, the District must negotiate profit as a separate element of the price for each contract in which there is no

price competition, including solicitations that receive only one valid response. A cost analysis, to be performed by the District, should establish a fair and reasonable profit by evaluating the complexity of the work to be performed, the borne risk to the supplier, the supplier's investment, subcontracting, quality, past performance, and industry profit rates in the surrounding geographical area for similar goods/services.

7.4.6 Clean Air Act - (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and sub-grants of amounts in excess of the SAT must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7.4.7 Rights to Inventions Made Under a Contract or Agreement – If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7.4.8 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – This amendment applies to all federal contracts, grants, or cooperative agreements, and subcontracts expected to exceed \$100,000. All suppliers and subcontractors should comply with the requirements of this Act. Suppliers must certify that they have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, of an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C 1352. The supplier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

8 Felony Conviction Notice

8.1 Texas Education Code requires that a person or business entity (excluding publicly-held corporations) entering into a contract with the District shall provide advance notice to the District if the person or an owner or an operator of the business entity has been convicted of a felony. The District may immediately terminate a contract for cause and without penalty to the District if the District determines that the person or business entity failed to provide notice as required or misrepresents the conduct resulting in the conviction.

9 Certifications, Representations, and Warranties

9.1 In accordance with State of Texas Statutes, the District is prohibited from entering into a contract with a company identified on the Divestment Statute List, a list prepared and maintained by the Texas Comptroller, as a company that conducts business with countries that support Designated Foreign Terrorist Organizations. By submitting a response to this solicitation, respondent is certifying that it is not a listed company. Respondent hereby

voluntarily and knowingly acknowledges and agrees that any contract entered into as a result of this solicitation shall be null and void should facts arise leading the District to believe that the respondent was a listed company at the time of this solicitation. Respondent further certifies that should the company enter into a contract with a company conducting business with a Foreign Terrorist Organization, that the respondent will immediately notify the District.

- 9.2 Pursuant to Chapter 2271 of the Texas Government Code, the respondent certifies and verifies that neither the supplier nor any affiliate, subsidiary, or parent company boycotts Israel. Respondent agrees that the supplier, or any affiliated company, will not boycott Israel during the term of any awarded contract. The term "boycott" is defined as refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 9.3 By submitting a response to this solicitation, respondent certifies and agrees that it shall not assist an employee, contractor or agent of the District or of any other school district in obtaining a new job if the respondent knows or has probable cause to believe that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personal file does not violate this prohibition.
- 9.4 Pursuant to Texas Government Code, Chapter 2274, the respondent by submitting a response to this solicitation, if the respondent is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit, which has ten (10) or more full-time employees and the value of the contract with Company is \$100,000 or more, represents and warrants to the District that the respondent does not have a practice, policy, guidance or directive that discriminates against a firearm entity¹ or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with Company.
- 9.5 Pursuant to Texas Government Code, Chapter 2276, the respondent by submitting a response to this solicitation, if the respondent is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit, which has ten (10) or more full-time employees and the value of the contract with the District is \$100,000 or more, represents and warrants to the District that the respondent does not boycott energy companies² and will not boycott energy companies during the term of any contract with the District.

¹ A "firearm entity" means a firearm, firearm accessory, or ammunition manufacture, distribute, wholesaler, supplier or retailer, or a sport shooting range. A "firearm trade association" means any person, corporation, unincorporated association, federation, business league or business organization that is not organized or operated for profit for which none of its net earning inures to the benefit of any private shareholder or an individual that has two or more firearm entities as members, or is exempt for federal income taxation under Section 501(c) of the Internal Revenue Code.

² "Boycott energy companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on or limit

- 9.6 By submitting a response to this solicitation, respondent certifies that it is not an abortion provider or an affiliate of abortion providers.
- 9.7 By submitting a response to this solicitation respondent represents and warrants that it shall ensure that all actions of respondent in specific performance of a contract awarded shall comply with federal and state law that there are only two sexes and respondent's employees, officers, representatives, subcontractors, and agents shall not, in performance of any contract, assist a student with social transitioning. Social transitioning means a person's transition from the person's biological sex at birth to the opposite biological sex through the adoption of a different name, different pronouns, or the expressions of gender that deny or encourage a denial of the person's biological sex at birth.
- 9.8 By submitting a response to this solicitation, respondent represents and warrants that respondent's employees, officers, representatives, subcontractors, and agents shall not, in performance of any contract, provide instruction, guidance, activities, or programing regarding sexual orientation and gender identity to students of the District.
- 9.9 By submitting a response to this solicitation, respondent represents and warrants that the respondent's employees, officers, representatives, subcontractors, and agents shall not, in performance of any contract, provide instruction, guidance, activities, or programing regarding diversity, equity, and inclusion, and shall not assign to another individual diversity, equity, and inclusion duties.
- 9.10 By submitting a response to this solicitation, respondent represents and warrants that respondent's employees, officers, representatives, subcontractors, and agents shall not, in performance of any contract, provide instruction, guidance, activities, or programing that is prohibited by Texas Education Code §28.022(a)(4).
- 9.11 By submitting a response to this solicitation, respondent represents and warrants that all of its materials, works and any other deliverables hereunder and/or content accessible within a product provided under this solicitation:
- 9.11.1 Are and shall be compliant and consistent with all relevant laws and regulations to protect Texas students from obscene or harmful content, including, but not limited to:
- the Children's Internet Protection Act, Pub. L. No. 106-554, 114 Stat. 2763A-335 (2000);
 - Section 28.0022 of the Texas Education Code;
 - Section 43.22 of the Texas Penal Code (meaning no violation of such Penal Code section); and
 - any other law, rule or regulation that protects students from obscene or harmful content, including any TEKS or instructional materials suitability rubrics, and
- 9.11.2 Shall not undermine, subvert or impede the District's compliance with federal and state law. Compliance with federal and state law includes, but is not limited to, Section 31.1011(a)(1) of the Texas Education Code, which requires that districts and charter schools must certify annually, for each subject and grade level in their curriculum, that (1) they provide each student with instructional materials that cover all elements of the

commercial relations with a company because the company engages in the exploration, production utilization, transportation, sale or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law.

essential knowledge and skills adopted by the State Board of Education for that subject and grade level, and (2) that students are protected from obscene or harmful content in compliance with subsection 9.11.1 above.

9.11.3 Any content included in respondents materials, works or other deliverables and/or accessible content determined by the District to be out of compliance with 9.11.1 above shall be corrected by or substituted to the District within fifteen (15) working days of written notification from the District. This correction shall be made even if the deliverables have already been accepted by the District.

9.12 By submitting a response to this solicitation, respondents, its employees and subcontractors, agree that in executing tasks on behalf of the District, they will not use any student-identifying information in any way that violates the provisions of applicable law and regulations, including without limitation, the Family Educational Rights and Privacy Act ("FERPA").

9.13 By submitting a response to this solicitation respondent acknowledges and agrees that the District may terminate a contract immediately for cause if it is discovered that the respondent misrepresented by false affirmation any of the certifications, representations, or warranties required herein or in performance of any contract resulting from this solicitation if respondent has intentionally or knowingly violated any provision set forth in such certifications, representations, or warranties or engaged in any conduct prohibited by law. See Board Policy CJ(LOCAL) and EMB(LOCAL) & (LEGAL).

10 Subcontracting

10.1 Any subcontracting intended by respondent shall be disclosed to the District in the submittal. The supplier must inform the District of the extent of the work to be performed, the name of the company/individual, and any other information the District may require to ensure the quality of such subcontractor. Subcontractors shall operate under, and shall be bound by, the same terms and conditions of the contract. Compensation and supervision of subcontractors is the sole responsibility of the awarded supplier. The District reserve the right, at any time, to reject subcontractor and reserves the right to interview subcontractor prior to acceptance.

11 Submission

11.1 A solicitation response shall represent a true and correct statement and shall contain no cause for claim of omission or error.

11.2 By submitting a solicitation response to the District to provide goods or services, respondent acknowledges receipt and willingness to accept all terms and conditions contained in these General Solicitation Terms and Conditions.

11.3 All solicitation responses shall be valid for a minimum of ninety (90) calendar days from the submission deadline, unless otherwise stated.

11.4 By submitting a solicitation response, the respondent certifies and represents to the District that an authorized representative of the company or firm has submitted the response.

11.5 By submitting a solicitation response, the respondent certifies and represents to the District that the submittal response has been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition.

11.6 By submitting a solicitation response, the respondent certifies and represents to the District that the contents of the supplier's submitted response have not been communicated by the

supplier, or supplier agent, to any other party engaged in this type of business prior to the submission deadline.

- 11.7 By submitting a solicitation response, the respondent shall have full understanding of the scope of the solicitation. Before submitting, each supplier shall thoroughly examine the solicitation packet and project sites (if applicable) to ensure that the goods/services submitted meet the intent of these specifications.

12 Withdrawal or Modification of Submitted Response

- 12.1 Any response which has been submitted, may be withdrawn prior to the deadline by utilizing the “retract” option in the Lubbock ISD e-Bid System. At that time, respondent may then make any corrections and resubmit prior to the deadline, if desired.
- 12.2 No amendment, addendum, or modification shall be accepted after the deadline for submitting a response to the District. No supplier may have more than one response on file with the District.

13 Delivery

- 13.1 All deliverable goods shall be freight prepaid, F.O.B. destination, and prices shall include all freight and delivery charges.
- 13.2 If separation of the delivery costs are a necessity for solicitation response, the respondent must provide a “not-to-exceed” cost with response. The District will not accept a “to-be-determined” response. The submitted cost will become part of the total cost of purchase and will be used in the evaluation process.
- 13.3 The title and risk of loss of the goods shall not pass to the District until the District actually receives and takes possession of the goods at the point or points of delivery.
- 13.4 Unless otherwise specified, deliveries will be made to Lubbock ISD Distribution Center, 610 36th St., Lubbock, Texas 79404.
- 13.5 A packing list or other suitable shipping documents shall accompany each shipment and show a) name and address of supplier, b) name and address of receiving department, c) district purchase order number, and d) description of material shipped including item numbers, quantity, number of containers, and package number.
- 13.6 The District expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables before accepting them and to reject defective or non-conforming deliverables.
- 13.7 If applicable, delivery shall provide, at no cost, at least one copy of any applicable Manufacturer’s Material Safety Data Sheets (MSDS) with each shipment, and upon request. If OSHA, federal, or state laws provide for additional requirements, those requirements are in addition to the MSDS requirement.
- 13.8 If defective or incorrect material is delivered, the District may make the determination to return the material to the supplier at no cost to the District. The supplier agrees to pay all shipping costs for the return shipment. Supplier also shall be responsible for arranging the return of the defective or incorrect material.
- 13.9 All substitutions of goods require prior written approval of the District. Outstanding orders are not automatically amended by an approved substitution.

14 Invoices and Payment

- 14.1 The supplier shall submit an invoice after delivery of goods or completion of service. If the District authorizes partial shipments/deliveries, it will be shown on the purchase order and a separate invoice must be issued for each shipment/delivery.
- 14.2 Invoices shall indicate the purchase order number and shall be itemized and transportation charges, if authorized, shall be listed separately. Invoices shall be mailed to the Accounts Payable Department as shown on the purchase order.
- 14.3 Federal excise taxes, state taxes, or sales taxes shall not be included in the invoiced amount. The District is not liable for these taxes. The District will furnish a tax exemption documentation upon request.
- 14.4 All valid and complete invoices received by the District will be paid within thirty (30) days of the District's receipt of the deliverables or of the invoice, whichever is later.
- 14.5 Payment terms, including the rate of interest that shall accrue on any overdue payments, are subject to Chapter 2251 of the Texas Government Code.

15 Samples

- 15.1 When samples are required as specified in the solicitation, they shall be submitted no later than the stated response submission deadline. Samples must be furnished free of expense to the District and must be marked with supplier's name and address. All samples will become the property of the District.
- 15.2 Additional samples needed for a response to be evaluated properly shall be delivered within seven (7) calendar days from the time the respondent is notified by the Procurement Services Department.
- 15.3 Sample items shall be retained for the purpose of determining that the quality and workmanship of the delivered items are comparable to the sample.
- 15.4 All samples furnished shall be subject to inspection and rejection by the District for defects and/or non-compliance with the specifications. The District has the right to destruction of samples in order to assure that the item is constructed in a way that will assure a long lasting product and satisfy the needs that are required.

16 Development of Specifications

- 16.1 Suppliers shall submit their response based on the item descriptions and specifications. Any brand name and model number descriptions listed in a solicitation are intended to be descriptive and not restrictive. The term "or equal" shall apply unless otherwise indicated. If any supplier has equivalent items, provide all specifications as to such items.
- 16.2 All items stating the term "no alternatives," shall mean the District will not accept any other make, brand, and or stock number.
- 16.3 If alternates of equal quality or type are acceptable, the District reserves the right to deem items as equivalent. Goods that are determined as "not equal" will be disqualified.
- 16.4 If acceptable, clearly indicate if the item submitted is an alternate. If alternates are not identified as such in supplier's submittal, the District will consider the response as specified.

17 Deviations or Exceptions

- 17.1 Any deviations or exceptions from this solicitation, in its entirety, must be disclosed by the respondent and included in the response submittal. The District, at its discretion, reserves the right to accept, reject, or negotiate any deviations or exceptions submitted to ensure the best value to the District.

18 Warranty

- 18.1 Warranty conditions for all goods/services shall be considered manufacturer's minimum standard warranty or a minimum of one year guarantee from the date of acceptance, whichever is greater, unless otherwise agreed to in writing.
- 18.2 Supplier shall be an authorized dealer, distributor, or manufacturer for the product. All equipment submitted shall be new unless clearly stated and specified.
- 18.3 If a supplier's response is accepted by the District, the supplier shall not limit or exclude any implied warranties and attempt to do so shall render the contract voidable at the option of the District. Supplier warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the solicitation, and to the sample(s) furnished by the supplier, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specification shall govern.
- 18.4 If a supplier's response is accepted by the District, the supplier warrants the product sold to the District shall be free from defects in design, workmanship or manufacture, and conform to the specifications, drawings, and descriptions of the solicitation, to any samples provided, to the terms, covenants and conditions of the solicitation, and to all applicable State, Federal or local laws, rules, regulations, and industry codes and standards.

19 Sole Source, Patented, or Copyright Protected

- 19.1 The fact that a particular item is covered by a patent or copyright does not automatically mean that the purchase falls under the provisions pertaining to exemptions from the competitive bidding requirements for items available from only one source. To be a bona fide exemption to the competitive bidding requirement, there must be no other like items available for purchase that would serve the same purpose or function, and only one price for the product because of exclusive distribution or marketing rights. **IN THE EVENT ANY ARTICLE TO BE SOLD OR DELIVERED HEREUNDER IS COVERED BY ANY PATENT, COPYRIGHT, TRADEMARK, OR APPLICATION THEREOF, THE SUPPLIER SHALL INDEMNIFY AND HOLD HARMLESS THE DISTRICT FROM ANY AND ALL LOSS, COST, EXPENSES, AND LEGAL FEES ON ACCOUNT OF MANUFACTURE, SALE, OR USE OF SUCH ARTICLE IN VIOLATION OF INFRINGEMENT OR THE LIKE OF RIGHTS UNDER SUCH PATENT, COPYRIGHT, TRADEMARK, OR APPLICATION.**

20 Recycled Products

- 20.1 The District shall give preference in purchasing products made of recycled materials if the products meet applicable specifications as to quantity and quality.

21 Confidentiality of Documents

- 21.1 This solicitation is governed by Texas Government Code and subject to open records requests. This solicitation, in its entirety, will be deemed confidential during the evaluation process and will not be available for review by any party other than procurement department staff, the

evaluation committee, and/or its designated agents.

- 21.2 There will be no disclosure of any submittal information to any party outside of the District prior to award, unless otherwise dictated by Texas law. Following award of the contract, all solicitation information will be available to the public upon written request, unless deemed confidential by Texas law or Texas Attorney General opinion. If a respondent believes any portion of its submittal is excepted from release under Texas law, it should clearly mark such portion as "CONFIDENTIAL," and provide written legal authority as to why respondent believes such information should not be released.
- 21.3 Until a contract resulting from this solicitation is executed, no employee, agent, or representative of any supplier shall make available or discuss its response with the press, any elected or appointed official or officer of the District, or any employee, agent, or other representative of the District, unless specifically allowed to do so in writing by the District.
- 21.4 Suppliers shall not issue any news release(s) or make any statement to the news media pertaining to this solicitation or any solicitation and/or contract or work resulting therefrom without the prior written approval of the District and then only in cooperation with the District.
- 21.5 If a supplier's response is awarded by the District, the supplier shall not advertise or publish, without the District's prior consent, the fact the District has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

22 Conflict of Interest

- 22.1 The District is required to comply with Texas Local Government Code Chapter 176, and Disclosure of Certain Relationships with a local government entity. Any company seeking to do business with the District must fill out a Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:
 - a) Has an employment or other business relationship with the local government officer of that local governmental entity, or a family member of the officer, resulting in the officer or family member receiving taxable income, and/or
 - b) Has given one of the District's local government officer or family member one or more gifts (excluding food as a guest) that has an aggregate value of more than \$100 in the twelve-month period preceding the date the officer becomes aware of an executed contract or consideration of the person for a contract to do business with the District.

23 References

- 23.1 If required in the solicitation, the respondent is to submit references that have contracted with their company to provide like goods or services. It is preferred that the respondent provide references of school districts or other government organizations comparable to the District in size, structure, and needs.

24 Evaluation and Award

- 24.1 The contract will be awarded to the respondent(s) whose submittal is most advantageous to the District, considering the relative importance of price and the other evaluation criteria included in the solicitation. Award will not necessarily be made to the respondent submitting the lowest priced offer. Solicitations will be evaluated/awarded using the best value method as defined in Texas Education Code 44.031. In determining best value the District shall consider

the following factors: a) the purchase price, b) the reputation of the supplier and of the supplier's goods or services, c) the quality of the supplier's goods or services, d) the extent to which the goods or services meet the District's needs, e) supplier's past performance record and relationship with the District, f) the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses, g) the total long-term cost to the District to acquire the supplier's goods or services, h) for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the supplier or the supplier's ultimate parent company or majority owner: 1) has its principal place of business in this state; or 2) employs at least 500 persons in this state; and i) any other relevant factor specifically listed in the solicitation.

- 24.2 The District will evaluate responses and may request additional information, including conducting interviews, oral presentations, negotiations, or any requirements deemed necessary to further evaluate a respondent's qualifications.
- 24.3 The District reserves the right to make an award without discussion with any respondent, after responses are received. Responses should therefore be submitted on the most favorable terms.
- 24.4 The District reserves the right to award on a "line item" basis or "all or none" basis, whichever is most advantageous to the District. The District also reserves the right to award contracts or portions thereof exclusively or to multiple suppliers to achieve the best value.
- 24.5 The District reserves the right not to make any award if it is determined to be in the best interest of the District.

25 Interlocal Cooperation with Other School Districts

- 25.1 As governed by the Texas Education Code, and unless otherwise indicated in this solicitation, any resulting contract of this solicitation shall be made available to any State of Texas governmental jurisdiction wishing to adopt the terms and conditions set forth within the contract with the exception of any requirements directly related to the District and its own operations.
- 25.2 Adoption of a District contract by an adopting governmental entity shall be made with the consent of the awarded supplier.
- 25.3 Lubbock Independent School District is the sponsoring district of the West Texas Educational Purchasing Cooperative (WTEPC), an alliance of school districts in the West Texas area who share in information, services, and contractual opportunities. In support of these collaborative efforts, suppliers should indicate interest in extending goods and/or services to other WTEPC member districts. However, there is no obligation on either party to participate unless both parties agree. Goods and/or services would be provided under the same or better contract pricing and terms established in this solicitation.
- 25.4 Additionally, the District is a participating member of the Central Texas Purchasing Alliance (CTPA), a cooperative of school districts across the state of Texas who share information and contractual opportunities.
 - Membership. Lubbock Independent School District is a member in good standing of the Central Texas Purchasing Alliance (CTPA / txctpa.org), an alliance of over 120 school districts in Texas representing over a million students, sharing information, services and

contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements.

- Adoption of Awarded Contracts. In support of this collaborative effort, all awards made by Lubbock Independent School District may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation on either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating district.
- Supporting Documents. To assist an adopting member district in establishing their supporting documentation, the awarded supplier's response and related documents owned by the originating district may be shared without notification of the awarded supplier unless the supplier, at the time of their response to the original solicitation, clearly annotates that such sharing of their response is to not occur without prior permission of the supplier
- Adopted Contract Management. The adopting district shall be responsible for the management of the new contract and all payments to the contracted supplier. The originating district shall have no responsibilities under the new contract agreement.

25.5 Purchase orders will be issued by each participating member district to the supplier. Suppliers will deliver goods and/or services directly to the member district and then invoice the member district. The supplier receives payment directly from the contracting member district.

CONTRACT TERMS, CONDITIONS, AND REQUIREMENTS

1 Award of Contract

- 1.1 Upon award of a contract, the terms, conditions, and requirements set forth shall be binding on both parties and shall remain in effect during the duration of the contract term, unless amended in writing and executed, terminated, or replaced.
- 1.2 The District will indicate acceptance of a supplier's response by issuing a Notice of Award, Purchase Order, District Contract, and/or other form at completion of the evaluation.
- 1.3 If applicable, the recommendation to award the contract will be made to the District Board of Trustees. A contract will not be executed until it has been reviewed and approved by the Board of Trustees in a duly called and posted meeting of the Board.
- 1.4 A majority of the contracts awarded by the District will be notified by a formal Notice of Award issued by the Procurement Services Department. Unless otherwise stated in the Notice of Award, the District makes no obligation as to the quantities or deliveries of the goods/services awarded.
- 1.5 Contracts for purchase will be put into effect by means of a purchase order(s) authorized by the Procurement Services Department afterward or by means of a written contract and a purchase order in such instances where applicable. It is at the supplier's risk if any orders are placed prior to a District issued Purchase Order.
- 1.6 The contract documents are intended by the contractor and the District as a final, complete, and exclusive statement of the terms of their agreement. No verbal or oral agreements or understandings constitute any part of the contract agreement either on the part of the District or the contractor. Only items specifically addressed in writing and agreed as part of the contract are binding on either party.
- 1.7 No pre-printed or similar terms on any contract invoice, order, or other such document shall have any force or effect to change the terms and conditions of the contract.
- 1.8 If a formal contract is issued, the terms and conditions shall be governed in the following order of precedence:
 - The Original Solicitation
 - Any Addenda to the Original Solicitation
 - The General Terms and Conditions for Solicitations and
 - Contracts The accepted portions of the Supplier's
 - Solicitation Response
 - Any subsequent contractual documents agreed upon and signed by both parties

2 Disclosure of Interested Parties

- 2.1 The District is required to comply with Texas Government Code 2252.908 requiring the disclosure of interested parties in certain contracts with governmental entities. An "interested party" includes a person with a controlling interest or an intermediary interest in a business entity entering into a contract with the District.

- 2.2 Upon notice of applicability by the District, an awarded supplier will be required to complete and submit Form 1295 as directed by the Texas Ethics Commission. Publicly traded suppliers are exempt from this requirement.

3 Term of Contract

- 3.1 The executed contract shall be in effect from the date of award or the commencement date, whichever is later, through the expiration date stated in the contract.
- 3.2 All extensions will be issued in writing prior to the end of the contract term. The District reserves the right to re-negotiate or cancel a contract prior to any renewal terms.
- 3.3 If the District determines that additional time is required to avoid contract lapse, the District may extend the contract up to ninety (90) calendar days, under the current contract pricing, terms, and conditions. Such extension will be done in writing prior to the end of the current contract term.

4 Non-Appropriation Clause

- 4.1 Any/all contracts exceeding one (1) year will require a standard non-appropriation clause. Renewal of contracts will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Board of Trustees of District reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.

5 Forfeiture or Failure to Execute Contract

- 5.1 In the event that a supplier is awarded the contract, but fails or refuses to execute the contract within ten (10) calendar days from the date of notification of award, the District may cancel the contract and award the contract to the supplier whose response was rated as the next best value to the District. The District, alternatively at its discretion, may call for new solicitations or may decline to award the contract. Any damages suffered by the District as a result of the supplier's forfeiture or failure to execute shall be recovered from the supplier.

6 Pricing

- 6.1 Contracted pricing and/or discounts shall remain firm for the initial contract term as stated.
- 6.2 The District will only allow price escalations within a contract after the initial term and if such provisions were identified and agreed to within the original solicitation.
- 6.3 The District shall have the opportunity to negotiate any price increase requests at the renewal points, but shall not be obligated to accept any increases.
- 6.4 Unless specific market conditions exist which may have a significant impact on the contractor's costs associated with providing goods/services under this contract, price increases shall be no greater than the Consumer Price Index (CPI) or 3% of current pricing.

7 Performance

- 7.1 The District reserves the right to require periodic performance reviews with the contractor. These reviews shall evaluate, at a minimum the contractor's ability to provide goods/services within the required specifications, meet the District's schedule, and perform in a professional manner. Performance reviews will be required as deemed necessary by the District.

- 7.2 Continuing non-performance of the contractor in terms of specifications shall be a basis for the termination of the contract. Cancellation by the District may be made upon thirty (30) calendar days written notice to the contractor. The District shall not pay for work, equipment, or supplies which are unsatisfactory. Contractors will be given a reasonable opportunity (30 calendar days) before termination, to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.
- 7.3 If, at any time, the contractor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the District reserves the right to: a) purchase on the open market and charge the contractor the difference between contract and actual price, b) deduct charges from existing invoice totals due at the time, or c) cancel the contract within thirty (30) calendar days written notification.

8 Warranties and Remedies

- 8.1 The contractor warrants and represents that all goods/services sold to the District under this contract shall be free from defects in design, workmanship or manufacture, and conform to the specifications, drawings, and descriptions of the solicitation, to any samples provided, to the terms, covenants and conditions of the contract, and to all applicable State, Federal or local laws, rules, regulations, and industry codes and standards. Unless otherwise stated, all deliverables shall be new, and not used or reconditioned.
- 8.2 Contractor warrants that it has valid title to all deliverables furnished under the contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The contractor shall indemnify and hold the District harmless from and against all adverse title claims to the deliverables.
- 8.3 Warranty conditions for all goods shall be considered manufacturer's minimum standard warranty or a minimum of one year guarantee from the time of acceptance, whichever is greater, unless otherwise agreed to in writing. The District will endeavor to give the contractor written notice of the breach of warranty within thirty (30) calendar days of discovery, but failure to provide timely notice shall not impair the District's rights under this section. The contractor shall promptly resupply goods/services at no additional costs to the District.
- 8.4 If the contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the contractor shall transfer and assign such warranty to the District. If for any reason the manufacturer's warranty cannot be fully transferred to the District, the contractor shall assist and cooperate to the fullest extent to enforce such warranty for the benefit of the District.
- 8.5 The price to be paid by the District shall be that contained in the contract which contractor warrants to be no higher than contractor's current prices on orders by others for like deliverables under similar terms of purchase. In addition to any other remedy available, the District may deduct from any amounts owed, or otherwise recover, any amount paid in excess of the contractor's current prices on orders by others for like deliverables under similar terms of purchase.
- 8.6 The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this warranty, the District shall have the right in

addition to any other right or rights to cancel the contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission percentage, brokerage, or contingent fee.

- 8.7 The District shall have the right to cancel for default all or any part of the undelivered portion of this order if contractor breaches any of the terms hereof including warranties of contractor or if the contractor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which the District may have in law or equity.
- 8.8 The contractor shall not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

9 Termination of Contract

- 9.1 If either party fails to comply with any of the obligations required of it in the contract agreement and, following receipt of written notice specifying the failure, fails to remedy and cure such failure within thirty (30) calendar days, then the party shall have the right to terminate the contract agreement at the end of an additional thirty (30) calendar day period.
- 9.2 The District shall have the right to terminate the contract, in whole or in part, for its own convenience and without cause any time upon thirty (30) days prior written Notice of Termination. Upon receipt of a Notice of Termination, the contractor shall promptly cease all further work pursuant to the contract award, with such exceptions, if any, specified in the Notice of Termination.
- 9.3 The District will pay the contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 9.4 The District may, by written notice to contractor, terminate the contract immediately for cause and without penalty or liability to the District if it is found by the District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by contractor or any agent or representative of contractor, to any employee or members of the Board of Trustees with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract.
- 9.5 The District may terminate the contract immediately for cause if it is discovered that the contractor misrepresented by false affirmation to any of the certifications or warranties required herein, including without limitation, the fact that the entity boycotts Israel, firearm companies, energy companies, or is a listed company on the Divestment Statute List, or if the contractor is added to the list or boycotts Israel, firearm companies, or energy companies after award.
- 9.6 Upon termination of this agreement, the contractor will peaceably remove all equipment belonging to the contractor and surrender the premises in a condition as good as when received, ordinary wear and use alone expected. All monies due to the District must be paid in full before any equipment is removed from the school premises.
- 9.7 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor agrees that the contract can be terminated if the contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

10 Venue

- 10.1 This contract shall be constructed and enforced in all respects in accordance with the laws of the State of Texas and the laws of the United States applicable to transactions in Texas. Exclusive venue with respect to any legal action relating to or arising under this contract shall lie in the District Court(s) of the State of Texas sitting in Lubbock County, Texas, contractor hereby expressly consents to the jurisdiction of such courts.

11 No Arbitration

- 11.1 The District shall not agree to binding arbitration in any written contract relating to a dispute involving the services, products, or goods subject to this contract.

12 Limitation of Liability

- 12.1 The District will not contractually agree to limit in any manner the District's rights to recover damages against the contractor as otherwise provided by applicable law relating to or arising from the contractor providing goods/services subject to this contract. The District may seek damages to the extent allowed by the Constitution and laws of the State of Texas.

13 Conflict of Interest

- 13.1 The District is required to comply with Texas Local Government Code Chapter 176, and Disclosure of Certain Relationships with a local government entity. Any company that conducts business with the District must fill out a Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists.

14 Criminal Background Checks

- 14.1 Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving a school district.

“Covered Employee”— is a person who is an employee, applicant, agent or Subcontractor of the Contractor or of any Subcontractor of the Contractor, if (a) the person has or will have continuing duties related to the contracted services; and (b) The employee or applicant has or will have direct contact with students.

“Direct contact with students”—The contact that results from activities that provide substantial opportunity for the verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee constitutes “direct contact with students.” Contact with students that results from services that do not provide substantial [the] opportunity for unsupervised interaction with a [an individual] student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial [the] opportunity for unsupervised contact with students, which might include [such as], without limitation, the provision of [individualized] coaching, tutoring, or other services to students. 19 TAC 153.1101(7).

“Disqualifying conviction”—A “disqualifying conviction” is a conviction of (a) any felony under the Texas Penal Code, (b) any offense for which the person is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure, (c) any equivalent

offense under the laws of the United States or any other state, (d) any offense against a child, (e) misdemeanor possession of a controlled substance within 10 years, (f) any weapon offense, (g) theft, larceny, fraud, issuance of a bad check, theft by check above the class C misdemeanor level, or more than one offense at the class C level, (h) forgery, (i) altering an Official Document, (j) perjury, or (k) securing executing of a document by deception.

- 14.2 The service contractor shall certify that it will take reasonable steps to ensure that the conditions or precautions that have resulted in a determination that any person is not a covered contract employee shall continue to exist throughout the time that the contracted services are provided.
- 14.3 Contractor shall certify it has obtained all required criminal history record information through the Texas Department of Public Safety regarding its covered employees. None of the covered employees has a disqualifying conviction.
- 14.4 If contractor receives information that a covered employee has a disqualifying conviction, contractor will immediately remove the covered employee from contract duties and notify the District in writing within three (3) business days that it has done so.
- 14.5 Contractor will obtain criminal history record information that relates to an employee, applicant for employment, or agent of the contractor if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present.
- 14.6 All contractors, subcontractors, and their employees must submit to the District proof that a satisfactory criminal history record check as required by Texas Education Code Chapter 22 has been conducted for all individuals working on District property or having direct contact with students..
- 14.7 Contractor agrees to provide assurance that all employees, subcontractors, and volunteers of the provider who have direct contact with students have passed a criminal history background check current within the last year.
- 14.8 If a service contractor is required, but unable to obtain required criminal history background information through their own FACT account, the service contractor will submit to District the names and all identifying information necessary to enable the District to obtain the criminal history information required by law on those covered employees before rendering contracted services. The service contractor's submission will include the employee's written authorization for the District to obtain such criminal history information. The District may, in its sole discretion, terminate any agreement or prohibit any employee of service contractor from rendering contracted services after review of the criminal history information. But the District cannot disclose the criminal history information to a service contractor.
- 14.9 The contractor shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from the District's property or other location where students are regularly present. Contractor's violation of this section shall constitute a substantial failure.

15 Service-Related Contracts

- 15.1 The contractor warrants it shall have available the necessary personnel, organization, equipment, and facilities to perform all the services and /or provide all the goods required under this contract.
- 15.2 The contractor shall employ orderly and competent employees trained in the required services to be provided under this contract.
- 15.3 The contractor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, intoxicating beverages, tobacco, illegal drugs, or controlled substances while on the District's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs.
- 15.4 The District reserves the right to prevent, forbid, and/or temporarily or permanently bar any contractor, its employees, subcontractors, and subcontractor's employees from any District facility for whatever reason it determines necessary to maintain safety and orderly operations.
- 15.5 If applicable under this contract, contractor, its employees, subcontractors, and subcontractor's employees shall have and maintain any and all required licenses and/or certifications for the duration of the contract. Additionally, the District reserves the right to require proof of any such requirement at any time during the contract term.
- 15.6 The contractor, its employees, subcontractors, and subcontractor's employees shall fully comply with all applicable federal, state, and local safety and health laws, ordinances, rules and regulations in the performance of the services, including but not limited to those imposed by the District and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirements shall govern.
- 15.7 The contractor acknowledges full understanding of the District's service requirements and specifications, the location and essential characteristics of the work site(s), the quality and quantity of materials, equipment, labor, and facilities necessary to provide the goods or perform the services, and any other condition or state of fact which could in any way affect performance of the contractor's obligations under the contract.

16 Indemnification

- 16.1 Per the State of Texas Constitution, the District shall not indemnify and hold harmless the contractor and its agents and employees.
- 16.2 **THE CONTRACTOR SHALL DEFEND, INDEMNIFY, SAVE HARMLESS, AND EXEMPT THE DISTRICT, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND ATTORNEYS' FEES INCIDENT TO ANY WORK DONE IN THE PERFORMANCE OF THIS CONTRACT ARISING OUT OF A WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, OR EMPLOYEES; PROVIDED, HOWEVER, THAT THE CONTRACTOR SHALL NOT BE LIABLE FOR ANY SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND ATTORNEYS' FEES ARISING OUT OF A WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE DISTRICT, ITS OFFICERS, AGENTS, AND EMPLOYEES, OR THIRD PARTIES.**

THIS INDEMNIFICATION SHALL BE IN ADDITION TO THE WARRANTY OBLIGATIONS OF CONTRACTOR AND SHALL SURVIVE ACCEPTANCE AND PAYMENT OF THE GOODS AND/OR SERVICES BY THE DISTRICT.

17 Insurance

- 17.1 If the contractor will be on District property with a vehicle or equipment, the contractor must comply with all Texas Department of Public Safety auto liability insurance requirements, and must be able to prove coverage upon request.
- 17.2 Prior to providing services as a result of a contract award, the contractor shall provide the District with a completed Certificate of Insurance Form providing the below listed coverage or such coverage as may be required in the final contract.
- 17.3 The contractor agrees to furnish a current insurance certificate(s) to the District showing coverage with the minimum limits of liability for the following:

Worker's Compensation	Statutory
Employer's Liability	\$500,000 per accident
	\$500,000 disease, policy limit
	\$500,000 disease, each employee

Comprehensive General Liability:

Bodily Injury	\$500,000 each occurrence/\$1,000,000 aggregate
Property Damage	\$500,000 each occurrence/\$1,000,000 aggregate
	(Must include Product's Liability coverage)

Comprehensive Automobile Liability:

Bodily Injury	\$300,000 each person/\$500,000 each occurrence
Property Damage	\$300,000 each occurrence

- 17.4 The contractor shall, at all times during the term of this contract and any extensions, maintain insurance coverage at the sole cost of the contractor. The contractor shall give the District a minimum of ten (10) calendar days notice prior to any modifications or cancellation of policies. The contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 17.5 A Waiver of Subrogation Endorsement in favor of the District shall be a part of each policy for coverage listed. Such coverage shall remain in effect during the full term of service as required. The contractor will be solely responsible for any deductible payment on deductible policies.

18 Assignment – Delegation

- 18.1 The contract shall be binding upon and to the mutual benefit of the District and the contractor and their respective successors and assignees, provided however, that no right or interest in the contract shall be assigned and no obligation shall be delegated by the contractor without prior written consent of the District. Any attempted assignment or delegation by the contractor shall be void unless made in conformity with this statement.
- 18.2 If the contractor has sold their business and the contract is conveyed to another entity in the purchase, the contractor shall provide the District with documentation that can be legally recognized in a State of Texas court of law, or a public announcement stating the terms of the purchase.

19 Right to Audit

- 19.1 The District will have the right to audit the contractor's books and records pertaining to all goods and services during the hours of the normal workday during the term(s) of the agreement and for a period of three (3) years following the expiration of the contract.

20 Force Majeure

- 20.1 Neither party shall be deemed to have breached any provision of this contract as a result of force majeure. The term force majeure as referenced herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; land sinkage; lightning; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.