ROUND ROCK INDEPENDENT SCHOOL DISTRICT

GENERAL PROVISIONS
For Purchasing Solicitations and Contracts

Reference Document #GP-06, Version 6
Effective Date of January 1, 2023

The following General Provisions are hereby issued in accordance with the laws, rules, and policies set forth through the Texas Education Code, Chapter 44 and Round Rock Independent School District ("District") policy, and may be amended as required by the District. Prospective Vendors are cautioned to read and understand the General Provisions set forth in this document prior to responding to a District Solicitation. Any exceptions to or failure to follow these General Provisions unless otherwise directed within the Solicitation, may be cause for a Vendors Solicitation Response to be deemed non-responsive and disqualified by the District. These General Provisions will take precedence over the terms and conditions within the Solicitation when they are in conflict unless specific exception is noted within the Solicitation.

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PART I
DEFINITIONS, TERMS AND ACRONYMS

The following terms may be found in this document or may be used in the normal operations of the District's Purchasing Department:

Term	**Definition**
Addendum……	A document that has been issued by the District that has made material changes, modifications, or deletions of information or specifications of a Solicitation.
Agreement……	A set of documents that create a Contract that has been entered into and signed by authorized individuals for both the District and the Vendor. Used as a synonym for or in line with the term "Contracts".
Bid…….	Vendor's response to a Request for Bid or RFB. The term may be used to represent all types of solicitations.
Buyer…….....….	The Buyer (the District Buyer) is the District's approved business representative for all matters of solicitation, evaluation, award, and administration of a Contract Award. There will be only one appointed Buyer at any time for each purchasing action. Vendors shall address all business/contract issues about a Contract Award to the Buyer.
Alternate or Substitute.....…	A good or service substituted for another by a Vendor with approval of the District Buyer.
CTPA……..……..……..	Central Texas Purchasing Alliance. A purchasing cooperative representing Texas school and community college districts. The CTPA shares knowledge, resources, and contracts as appropriate to further its common interest. More information can be found at www.txctpa.org.
Closing…….	Refers to the designated time that proposals will no longer be accepted.
Conflict of Interest…..…….	A Conflict of Interest shall exist when a Vendor or any affiliated person or business entity provides goods or services under a Contract Award whereby one or more personal, business, or financial interests or relationships which would cause a reasonable individual with knowledge of the relevant facts to question the integrity or impartiality of those who are or will be acting under a proposed or existing District Contract; or any other facts that exist which the District, at its sole discretion, determines during the Solicitation or the performance of an existing District Contract that the Vendor obtained an unfair competitive advantage favoring the interest of the Vendor or any person with whom the Vendor has or is likely to have a personal or business relationship. Conflicts of interest are further defined in District policy and state law.
Contract Award……..…..	The acceptance of a Quote, Bid, Proposal or Offer; by the issuance of a District Purchase Order, District Contract Agreement, or other formal District notification of award issued by an authorized official of the Purchasing Office.
Contract Documents……	A set of documents that create an Agreement that has been entered into and signed by authorized individuals for both the District and the Vendor. Used as a synonym for or in line with the term "Agreements".
Contract Term……	The length of time a Contract or Agreement will be available for use by the District.
Contracting Duties Related to Contracted Services……	Work duties that are performed pursuant to a contract to provide services to a district on a regular, repeated basis rather than infrequently or one-time only. *19 TAC 153.1101(2)*
Contracting Entity……..…	An entity that contracts with another entity that is not a district to provide services to a school district, open-enrollment charter school, or shared services arrangement. *Education Code 22.0834(p)(1)*
Contractor…….	The awarded Vendor(s) of a specific Solicitation.
Copyright……..	Exclusive rights granted to the owner as the originator or creator of original work. Any commissioned work by the District shall consider the District the owner.
Covered Contract Employee……..	An individual who:

1) Is employed or offered employment by a service contractor or a subcontractor of a service contractor, is an individual independent contractor of the district, or is an individual subcontractor of a service contractor;
2) Has or will have continuing duties related to the contracted services;
3) Has or will have direct contact with students; and
4) Is not a student of (or enrolled in) the district for which the services are performed.
19 TAC 153.1101(3)

Debarment…… Action taken by the District which prevents a Vendor from participating in the solicitation process for a period of time, usually as a result of improper business practices on the part of the Vendor.

Deliverable…… Goods or services which are required by a Contract Award to be provided to the District by a Vendor.

Direct Contact with Students…… Contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee.

Discount Contract…… An awarded Contract where pricing is based on a firm-fixed discount from a Vendor's published price list, priced catalog, or other document that is published for the majority of the Vendor's customers.

District…… Round Rock Independent School District

District Business Day…… Days the District is officially conducting business (excludes weekends, District observed holidays, etc.)

District Web Site…… The official District web site, available at http://www.roundrockisd.org.

eROC …… The District's electronic procurement application. To register or view the site, go to http://www.roundrockisd.org, and click on "eROC" at the top of the webpage.

Formal Invitation …… A Solicitation that requires the response from the Vendor to be sealed prior to submittal, and will not be officially opened until after the opening / closing date indicated on the Solicitation.

Intellectual Property…… Exclusive rights to distinct creations granted to the owner of intangible items such as art, designs, literature and/or music. Includes trademarks and copyrights.

Line Item Contract…… An awarded Contract where goods or services are specified and individually priced.

Notice of Award…… A formal, written document issued by an authorized official of the District's Purchasing Department informing a Vendor that a Contract has been awarded to their firm based on their Solicitation Response.

Offer…… Term used in conjunction with or in place of a Vendor's Solicitation Response.

Opening…… Refers to the designated time that bids will be formally opened.

Professional Services Contract…… A Contract awarded for performance of professional services by Vendors as defined by Texas Gov. Code 2254.002 (a) and (b), and Texas Education Code 44.031(f).

Proposal…… Vendor's response to a Request for Proposal (RFP).

Purchase Order…… Formal order for goods, materials and/or services from a Vendor; a binding commitment for the District to remit payment to the Vendor after the item(s) and an invoice are received by the District.

Quote…… Vendor's response to a Request For Quote.

RFB…… Request for Bids. Solicitation method used for acquiring one-time purchases or for establishing Term Contracts for acquiring goods or services with aggregate values of $10,000 or greater. This solicitation method is considered formal, and requires a legal notice that is published at time of issuance for purchases over an aggregate of $50,000. Award is typically based on low Bid or Best Value Determination.

RFCSP……	Request for Competitive Sealed Proposal. Solicitation method used primarily for construction projects. Allows for the use of the formal evaluation process and can use Best Value Determinations for an award. Negotiations are allowed prior to the award.
RFO……	Request for Offer. Used solely for technology purchases issued through the State of Texas / Department of Information Resources (DIR) procurement processes.
RFP……	Request for Proposal. Solicitation method used to acquire highly technical, negotiated goods or services. Standard RFPs will allow for evaluations based on specific criteria established within the RFP. Used primarily for higher dollar valued purchases, but may be used for smaller purchases where requirements warrant this Solicitation method. Negotiations are allowed prior to the award.
RFQ……	Request for Quote. Used for small dollar purchases valued at less than $10,000. Solicitation method is typically informal (e.g., phone, fax or email) and solicitation requirements are minimal (no advertisement, minimal response time, etc.). May be used for one-time purchases, or to establish low-dollar Term Contracts.
RRISD……	Round Rock Independent School District
School Business Days……	Days the District is officially conducting school (excludes weekends, District observed holidays, etc.)
Service Contract ……	An awarded Contract for performance of a service by a Vendor for a specified period of time.
Service Contractor……..	An entity, including a government entity and an individual independent contractor, that contracts or agrees with a district by written agreement or verbal understanding to provide services through individuals who receive compensation. *19 TAC 153.1101(10)*.
Signature Authority ……	Individuals that have been identified by District leadership to have the authority to bind the District in a contract or agreement (reference RRISD Policy CH (LOCAL)). Includes the Superintendent and their designees.
Solicitation……	General term used to refer to an RFB, RFCSP, RFO, RFP or RFQ.
Solicitation Response……	Vendor's response to an RFB, RFCSP, RFO, RFP, RFQ or other Solicitation issued by the District
Solicitation Tabulation……	Official tabulation of Solicitation Responses, issued by the Purchasing Department after Contract Award.
Subcontracting Entity……..	A "subcontracting entity" is an entity that contracts with another entity that is not a district to provide services to a school district. *Education Code 22.0834(p)(2)*.
Subcontractor……..	Company or business that has contracted with the prime contractor for performing services for the District. The prime contractor is responsible to the District for the work performed by the subcontractor. No contract will exist between the subcontractor and the District.
Term Contract……..	An awarded Contract for delivery of goods or performance of services by a Vendor for a specific period of time.
Vendor……..	Bidder, Offeror, Proposer, or Contractor
Vendors of Record……..	The compiled bid list of Vendors for a specific Solicitation, that is to include Vendors that were selected to receive the Solicitation, or have notified the District that they have interest in the Solicitation and are added to the initial list of Vendors.

PART II
SOLICITATION INFORMATION AND RESPONSE INSTRUCTIONS

1. **PREPARATION OF A SOLICITATION RESPONSE**.
   1.1. ***Electronic Solicitation***. In preparation of a Solicitation Response, each Vendor shall:
      1.1.1. Electronic submissions shall be performed through the District's electronic procurement application called "eROC".
      1.1.2. Furnish all information required by the Solicitation;
      1.1.3. *Authorized Signature*. Solicitation Responses must be signed and/or submitted by those individuals that have been given authority to bind the Vendor under contract.
         1.1.3.1. For Solicitations that require a hard copy response, the Solicitation Response must be manually signed by an authorized representative;
         1.1.3.2. For Solicitations that require an electronic response through eROC, responses submitted shall constitute signature by an authorized representative.
         1.1.3.3. An unsigned Solicitation Response will be deemed non-responsive and disqualified. Solicitation Responses cannot be signed after the Solicitation opening time even if the Vendor's representative is present at the Solicitation opening.
      1.1.4. Have all erasures or other changes initialed by the signer of the Solicitation Response;
      1.1.5. Solicitation Responses submitted on other forms or with different terms or provisions may be deemed non-responsive by the District and disqualified;
      1.1.6. Unless otherwise instructed by the Solicitation, Vendors shall submit the lowest and best price, F.O.B. destination, freight prepaid and allowed, on each item, including packaging and transportation.
      1.1.7. All Solicitation Responses and accompanying samples or documents of any kind become the property of the District. The District will be under no obligation to return any part of a Solicitation Response to a Vendor.
      1.1.8. When responding to a Solicitation, the Vendor must respond with all information/documents pertaining to the award of the product and/or service to include any exceptions to the District's Terms and Conditions, Statement of Work, and/or any agreements.
      1.1.9. Any required information/documents/exceptions received after the response closing date may not be considered under any circumstances.
   1.2. ***Hard Copy Solicitation.*** In preparation of a hard copy Solicitation Response, each Vendor shall:
      1.2.1. Furnish all information required by the Solicitation;
      1.2.2. Authorized Signature. Solicitation Responses must be signed and/or submitted by those individuals that have been given authority to bind the Vendor under contract.
         1.2.2.1. For Solicitations that require a hard copy response, the Solicitation Response must be manually signed by an authorized representative;
         1.2.2.2. An unsigned Solicitation Response will be deemed non-responsive and disqualified. Solicitation Responses cannot be signed after the Solicitation opening time even if the Vendor's representative is present at the Solicitation opening.
      1.2.3. Have all erasures or other changes initialed by the signer of the Solicitation Response;
      1.2.4. Solicitation Responses submitted on other forms or with different terms or provisions may be deemed non-responsive by the District and disqualified;
      1.2.5. Unless otherwise instructed by the Solicitation, Vendors shall submit the lowest and best price, F.O.B. destination, freight prepaid and allowed, on each item, including packaging and transportation.
      1.2.6. All Solicitation Responses and accompanying samples or documents of any kind become the property of the District. The District will be under no obligation to return any part of a Solicitation Response to a Vendor.
      1.2.7. When responding to a Solicitation, the Vendor must respond with all information/documents pertaining to the award of the product and/or service to include any exceptions to the District's Terms and Conditions, Statement of Work, and/or any agreements.
      1.2.8. Any required information/documents/exceptions received after the response closing date may not be considered under any circumstances.
   1.3. ***Affirmation of Certifications***. The Vendor shall complete, sign (hard copy) or affirm (electronic) all certification documents required by the Solicitation, as applicable. Based on the type of Solicitation, the forms that may be required are:
      1.3.1. Federal Compliance Guidelines for Use of Federal Funds (also known as "EDGAR").
         1.3.1.1. The District has elected to solicit requests to bid under the requirements set forth by 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 will allow for federal funds entrusted to the District to be used to make purchases through an awarded District contract. The CFR is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government produced by the Office of the Federal Register (OFR) and the Government Publishing Office. The CFR may change during the term of the contract and the Vendor may be required to make adjustments as necessary.
         1.3.1.2. By submission of a Solicitation Response, the Vendor certifies and agrees that they as a company understand and comply with all applicable areas identified herein. Some of the areas may not be applicable to this solicitation and it is the supplier's sole responsibility to identify which areas are appropriate for the solicitation. Failure to affirm and agree to these requirements may, at the District's discretion, disqualify the associated response to this solicitation or limit the use of the awarded contract based on the funding source.

1.3.1.3. The District reserves the right at any time within the contract term to require an awarded supplier to reaffirm, sign and resubmit proper documentation stating that their company is not debarred, nor have any other circumstances changed related to their original response.

1.3.1.4. *General*. The following items are applicable to all Solicitations regardless of type or specialty.

1.3.1.4.1. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) 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 at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM (sam.gov) contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. 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 Federal debarment list, the District, at its sole option, may elect to not award to the supplier if the funds intended for use with the contract will be federal funds. If awarded and during the contract term the supplier becomes debarred, the supplier must notify the District within five (5) District business days of the debarment. The District, upon its sole judgment, may elect to terminate the associated contract without penalty to the District or limit the contract to non-federal funds. Such judgment will be done in writing within twenty (20) District business days. During this assessment period, no contract orders can be placed by the District using federal funds.

1.3.1.4.2. Conflict of Interest. 2 CFR 200.318(c)(1) states that 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 he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her 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. The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from suppliers or parties to subcontracts. However, the District may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the District. It is the responsibility for the supplier to identify and make the District aware any potential conflicts of interest that exist between their company and the District. Failure to do so will cause the associated supplier 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.

1.3.1.4.3. Termination for Cause. 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 does not have a threshold, so therefore, all contracts for any amount may be terminated for cause (Part V, Item 2 – Contract Agreements, sub-item 2.5 Termination by Default).

1.3.1.4.4. Non-discrimination of Firearm and Ammunition Industries. As required by Texas Government Code Chapter 2274, a vendor, by submitting a response to a solicitation with a value of $100,000 or more, must certify that their company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not during the term of any contract with the District. Excluded from this requirement are vendors who have less than ten (10) full-time employees. This requirement may be waived if the District contracts with a sole-source provider or does not receive bids from a company that is able to provide the required written verification.

1.3.1.4.4.1. For definitions, see Government Code 2274.001.

1.3.1.4.5. Small Purchases (2 CFR 200.320). Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold (SAT). If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. Specifically for multiple award catalog-based or no identifiable pricing, the District may be required to submit a request for quotation from the contracted vendors for the purpose of meeting the competitive bidding requirement of this section.

1.3.1.5. *Large Purchases.* For individual purchases that exceed the Simplified Acquisition Threshold.

1.3.1.5.1. Simplified Acquisition Threshold. Contracts for more than the Simplified Acquisition Threshold (SAT) currently set at $250,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. In any case, contracts in excess of the state's or state agency threshold must address the foregoing. Any purchase that is over the SAT threshold will require additional cost/price analysis by the District. The supplier may be required to provide additional documentation to support this requirement based on the federal requirements at the time of the purchase.

1.3.1.5.2. Cost Analysis / Negotiation of Profit (2 CFR 200.323). 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 received only one viable response. In all cases, a cost analysis is to be performed by the District. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

1.3.1.5.3. Supplier Violation or Breach of Contract Terms. For contract awards valued at or greater than the SAT the District must address administrative, contractual, or legal remedies in instances where contractors 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.

1.3.1.5.4. 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).

1.3.1.5.5. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Byrd Amendment applies to all federal contracts, grants, or cooperative agreements, and subcontracts expected to exceed the Simplified Acquisition Threshold (SAT). All contractors and subcontractors should comply with the requirements of this Act. Suppliers must certify for orders over the SAT 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, or 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.

1.3.1.5.6. Disclosure of Contracting Information. Senate Bill 943, effective as of January 1, 2020, amends the Government Code to make government contracting information public and require its disclosure. The bill sets out certain exceptions to and exemptions from disclosure, including for proprietary information and trade secrets. The bill, among other provisions, requires a governmental body that receives a request for contracting information that is in the custody or possession of the contracted entity and not maintained by the governmental body to ask that the entity provide the information to the governmental body. The bill authorizes a governmental body to terminate a contract for an entity's noncompliance with the bill's provisions. The requirements of the Texas Public Information Act, Chapter 552 of the Texas Government Code, Subchapter J, may apply to this bid or contract if it is valued at more than $1 million. The contractor or vendor agrees the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter, including the preservation of all “contracting information” (as defined in 552.003) and the provision, upon request of the governmental entity with whom you are contracting, of all contracting information. Contracting information includes, but is not limited to, records, communications and other documents related to the bid process, contract, payments, receipts, scope of work/services, and performance.

1.3.1.6. *Construction* (applies only to solicitations for construction under Texas Government Code 2269).

1.3.1.6.1. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

1.3.1.6.2. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as

amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

1.3.1.6.3. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

1.3.1.7. *Specialized Procurements*. Applies only to solicitations for which specialized requirements are identified.

1.3.1.7.1. 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 sub-recipient 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 sub-recipient 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.

1.3.1.7.2. Energy Policy and Conservation Act (42 U.S.C.6201). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

1.3.1.7.3. Solid Waste Disposal Act. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

1.3.2. State Divestment Statute List.

1.3.2.1. The District is forbidden by the following State of Texas Statutes to conduct business with companies on the State of Texas Comptroller of Public Accounts (Comptroller's) *Divestment Statute List*:

1.3.2.1.1. Companies that do business with countries that support Designated Foreign Terrorist Organizations — Texas Government Code Chapter 2270.0201. Investing Entities listed in Govt. Code 2270.001 (7) have divestment requirements related to any investments in these companies.

1.3.2.1.2. Companies that Boycott Israel – As required by Texas Government Code Chapter 2271, a vendor, by submitting a response to a solicitation with a value of $100,000 or more that is to be paid wholly or partly from public funds of the district, must certify that their company does not boycott Israel and will not during the term of the contract. Excluded from this requirement are vendors with less than ten (10) full-time employees.

1.3.2.1.2.1. "Boycott Israel" has the meaning assigned by Government Code 808.001.

1.3.2.1.2.2. "Company" has the meaning assigned by Government Code 808.001, except that the term does not include a sole proprietorship.

1.3.2.1.3. Boycott of Energy Companies. As required by Texas Government Code Chapter 2274, a vendor, by submitting a response to a solicitation with a value of $100,000 or more that is to be paid wholly or partly from public funds of the district, must certify that their company does not have a practice, policy, guidance, or directive that boycotts energy companies, and will not during the term of any contract with the District. Excluded from this requirement are vendors with less than ten (10) full-time employees. This requirement does not apply when the requirements are inconsistent with the District's constitutional or statutory duties related to the issuance, incurrence, or management of the District's debt obligations or the deposit, custody, management, borrowing, or investment of funds.

1.3.2.1.3.1. "Boycott Energy Company" has the meaning assigned by Government Code 808.001.

1.3.2.1.3.2. "Company" has the meaning assigned by Government Code 809.001, except that the term does not include a sole proprietorship.

1.3.2.2. The Comptroller's list is available at: https://comptroller.texas.gov/purchasing/publications/divestment.php

1.3.2.3. By submission of a Solicitation Response, the Vendor certifies and verifies that they as a company are not identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

1.3.2.4. The Vendor further certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Contractor Companies"), boycotts Israel, and Vendor agrees that they and any affiliated companies will not boycott Israel during the term of an awarded contract.

1.3.2.5. The District will immediately terminate a Contract with a person or business entity for cause and without penalty to the District if the District determines that the person or business entity misrepresented their response and subsequent award by false affirmation, the person or business entity boycotts Israel during the term of the awarded contract, or the person or business entity is added to the Comptroller's list after an award is made.

1.3.3. Felony Conviction Notice.

1.3.3.1. State of Texas Education Code, Section 44.034 requires that a person or business entity (excluding publicly-held corporations) that enters into a Contract with the District shall give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony.

1.3.3.2. Vendors shall complete, execute and return as part of the Solicitation Response, the Felony Conviction Notice information referenced in the Solicitation.

1.3.3.3. The District may immediately terminate a Contract with a person or business entity for cause and without penalty to the District if the District determines, in its sole discretion, that the person or business entity failed to give notice as required by the Education Code or misrepresents the conduct resulting in the conviction.

1.3.4. Bid / Proposal Certification and Affirmation (hard copy only). This document must be signed by an authorized representative that may legally bind the company and is to be included with the Solicitation Response for the response to be considered. Failure to sign and submit this document will disqualify the Solicitation Response.

1.3.5. W-9 Certificate. The Vendor is encouraged to submit with their Solicitation Response a copy of a W-9 Vendor Identification Number Certificate to expedite the payment process if awarded a Contract. A copy of the form can be found at https://www.irs.gov/pub/irs-pdf/fw9.pdf .

1.4. ***Clarifications and Questions of Current Solicitation***.

1.4.1. VERBAL RESPONSES OR CONVERSATIONS ARE NOT BINDING AND WILL BE WITHOUT LEGAL EFFECT - ONLY QUESTIONS ANSWERED BY FORMAL WRITTEN ADDENDA WILL BE BINDING AND WILL BE MADE PART OF THE SOLICITATION DOCUMENTS.

1.4.2. All requests for clarification, interpretations, and/or questions should be submitted through eROC, under the "Questions" tab. All requests must be submitted prior to the date indicated by the "Question Cutoff Date."

1.4.3. Only fully completed requests, including all pertinent information, for valid and current solicitation will receive a response; late or delinquent requests will not be entertained or answered.

1.4.4. Failure to provide all information may delay a response from the District.

1.4.5. The District reserves the right to inform the requester that the response to their request will be submitted through an addendum to all interested vendors and not be addressed directly through their request.

1.4.6. The respondent is discouraged from contacting the District's Buyer directly unless necessary.

1.4.7. Contact with other employees of the District outside the RRISD Purchasing Office is prohibited during the Solicitation process unless directed by the Buyer or other District Purchasing officers. Respondents that fail to adhere to this requirement risk having their response disqualified.

1.4.8. All interpretations or clarifications considered necessary and approved by the District will be provided a response directly or by written Addendum through eROC.

1.4.9. The District is not responsible for any other explanation or interpretations, which anyone presumes to make by any other source other than the District Purchasing Office.

1.5. ***Addendum***.

1.5.1. Should an addition or correction become necessary after a Solicitation is issued, an Addendum or notice of the availability of such an Addendum online will be sent to all Vendors of Record with the District and will be posted on eROC. Vendors of Record with the District are those Vendors having received a copy of the initial Solicitation or notice of the availability of a copy on-line.

1.5.2. Vendors who have not obtained a Solicitation directly from the District shall be responsible for immediately notifying the listed District Buyer in order to receive all written Addenda on a timely basis. Vendors who do not so notify the District, and subsequently submit a Solicitation Response without receipt of all Addenda issued, may be deemed non-responsive by the District and disqualified.

1.5.3. It is the Vendor's responsibility to continuously check eROC for any addenda issued.

1.5.4. If required, Vendors shall acknowledge an Addendum by returning the Addendum in a separate response, or with the response, or by physically noting the change or addition on the Solicitation Response with a notation acknowledging the Addendum.

1.5.5. Failure to return or acknowledge an Addendum may be deemed non-responsive by the District and may result in disqualification unless otherwise indicated within the Solicitation Any clarification, corrections, approvals, supplemental instructions or changes to the Proposal Documents will be made by written Addendum.

1.5.6. Sole issuing authority of addendum shall be vested in the District Purchasing Office.

1.6. ***Evaluation Criteria***.

1.6.1. All formal Solicitations will be evaluated using the Best Value method as defined in Texas Education Code 44.031(b) or Texas Government Code 2269 (construction only).

1.6.2. The Solicitation will indicate the criteria and ranking to be used to determine Best Value.

1.6.3. The Vendor is encouraged to provide all information necessary to receive proper points based on the criteria represented.

1.7. ***Conflict of Interest***.

1.7.1. Disclosure of Certain Relationships with Local Government Officials.

1.7.1.1. Any individual or business entity that contracts or seeks to contract for the sale or purchase of property, goods, or services with the District must file a Vendor Conflict of Interest Questionnaire with the District Purchasing Office in accordance with Texas Local Government Code Chapter 176, no later than the 7th business day after the recipient becomes aware of facts that require filing.
1.7.1.2. This requirement applies to a person who is an agent of a vendor in the Vendor's business with the District.
1.7.1.3. Forms and additional information are available at http://www.roundrockisd.org.
1.7.1.4. Forms are also posted at the Texas Ethics Commission's website at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.

1.7.2. Employee.
1.7.2.1. In accordance with District Policies CH (Local) Purchasing and Acquisition, and DBD (Local) Employment Requirements and Restrictions, all Vendors must disclose the name of any District employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches.
1.7.2.2. Failure to provide such information may be grounds for disqualification of the bid or immediate termination without penalty to the District of a contract resulting from this Solicitation.
1.7.2.3. Purchase of services or equipment from a business owned in whole or in part by a District employee shall be permitted only when approved by the Superintendent and executed through a documented competitive process.
1.7.2.4. Services that might be provided by the employee as an extension of the employee's regular job responsibilities is exempted from consideration.

1.8. ***Pre-proposal Conference***.
1.8.1. If identified within the Solicitation as an event, a pre-proposal conference is not mandatory but the District highly recommends Contractor representation.
1.8.2. As a norm, the District will not schedule additional conferences or walkthroughs after the initial event, therefore Vendors should plan to have representation at the conference.
1.8.3. It is not always anticipated that a pre-proposal conference will create an addendum to the Solicitation, however, if one is issued due to the questions posed during the conference, the issuance of an addendum will be issued as stated herein.
1.8.4. If the conference will be hosted at a school campus or restricted facility, Vendors will be required to sign in at the main reception desk and obtain a visitor's badge prior to attending the conference. A current driver's license may be required. It is suggested the attendees arrive early for badge processing.
1.8.5. A Vendor that fails to have representation at the conference shall not be excused from having complete knowledge of the specifications and/or scope of work requirements. Price adjustments, change orders, etc., that would be considered a part of the working knowledge of the Vendor, based on the project specifications, pre-proposal conference, and the walkthrough (as applicable), will not be accepted by the District.

1.9. ***Site Visitation***.
1.9.1. The Vendor shall be responsible for fully understanding the scope of the Solicitation. If considered applicable to the goods or services being solicited, the District recommends that Vendors visit the District site and examine the space and/or equipment to be serviced. Vendors shall obtain prior District Buyer approval. Site visits by Vendors may be requested up to three District business days prior to bid opening / proposal closing.
1.9.2. Optional pre-submittal conferences may be established by the District to allow Vendors access to the associated facility.
1.9.3. The Vendor shall carefully examine the venue(s), specifications, and requirements.
1.9.4. If necessary, Vendors shall secure additional information from the Buyer that may be requisite to a clear and full understanding of the work.

1.10. ***Supplier Diversity Program***. The District Supplier Diversity Program (SDP) ensures that the District will use its best efforts to encourage small, minority and women-owned businesses to participate in current and future purchasing of all goods and services.
1.10.1. Program Definitions.
1.10.1.1. *"Small Business"* is defined as a business entity which is independently owned and operated, and which is not dominant in its field of operation. The business employs less than 50 employees and/or less than $3 million in annual business volume from this local operation.
1.10.1.2. *"Minority Business"* is a business entity which is at least 51% owned by one or more minority individual(s) or, in the case of any publicly owned business, at least 51% of the stock is owned by one or more of the minority individual(s) and whose management and daily business operations are controlled by one or more of the minority individual(s) who own it. Minority individuals means residents of the United States who are members of one of the following groups:
1.10.1.2.1. African Americans;
1.10.1.2.2. Hispanics;
1.10.1.2.3. American Indians;
1.10.1.2.4. Asian Americans;
1.10.1.2.5. Alaska Natives;
1.10.1.2.6. Pacific Islanders; and
1.10.1.2.7. Other individuals found to be economically and socially disadvantaged by the Small Business Administration under section 8(a) of the Small Business Act.
1.10.1.3. *"Woman Business Enterprise"* means a business entity which follows the same guidelines as a Minority Business Enterprise but which is owned by a woman.

1.10.2. Certification.
1.10.2.1. Any business wishing to be identified by the District as a small, women-owned or minority business shall be certified as such by either:

1.10.2.1.1. Through the State of Texas or Texas Local Government which conducts a certification program; or
1.10.2.1.2. By "self-certification" of a business entity under one of the definitions listed above.
1.10.2.1.3. eROC is used by the District for tracking the above classifications, so all SDP-eligible businesses are strongly encouraged to participate.

1.11. ***Interlocal Agreement***.
1.11.1. General.
1.11.1.1. As governed by the Texas Education Code, Chapter 44.031(a)(4) and unless otherwise indicated within the Solicitation, the Contract established by a 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.
1.11.1.2. Adoption of a District Contract by an adopting governmental entity shall be made with the consent of the awarded Vendor.
1.11.2. Central Texas Purchasing Alliance (CTPA).
1.11.2.1. *Membership*. RRISD is a member in good standing of the of the Central Texas Purchasing Alliance (CTPA – http://www.txctpa.org), an alliance of over 70 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.
1.11.2.2. *Adoption of Awarded Contracts*. In support of this collaborative effort, all awards made by RRISD 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.
1.11.2.3. *Adopted Contract Management*. The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement. If a member district chooses to utilize this solicitation and subsequent contract, contracts will be awarded individually by those districts. ONLY IF ALLOWING OTHER DISTRICTS the district would contact the vendor to discuss extension of services. If a member district chooses to utilize this solicitation and subsequent contract, contracts will be awarded individually by those districts.

2. **SUBMISSION OF A SOLICITATION RESPONSE**.
2.1. A Solicitation Response shall represent a true and correct statement and shall contain no cause for claim of omission or error.
2.2. By submitting a Solicitation Response to the District to provide goods or services, Vendor acknowledges receipt and willingness to accept all terms and conditions contained in these General Provisions.
2.3. All responses to a Solicitation shall be valid for a minimum of ninety (90) calendar days from the date the Solicitation was due to the District unless otherwise modified within the Solicitation.
2.4. ***Electronic Response***.
2.4.1. The District has implemented an electronic procurement application which notifies suppliers of potential Solicitation offerings and electronic response, known as "eROC".
2.4.2. The Vendor shall respond to eROC Solicitations through the eROC application found at https://roundrockisd.org and clicking on the "eROC" icon at the top of the page.
2.4.3. The Vendor shall provide all required documentation and information electronically as stated within the Solicitation.
2.4.4. Unless otherwise directed by the Solicitation, the Vendor is discouraged from sending any documentation, samples, catalogs, etc. to the District under separate cover.
2.4.5. Hard Copy Response to an Electronic Solicitation.
2.4.5.1. The eROC application allows for a more efficient and accurate bidding process. All Vendors are encouraged to use eROC provided by Round Rock ISD.
2.4.5.2. For submitting a Solicitation Response, the District Purchasing Office will make available a computer with Internet access to any Vendor that does not have Internet access. The supplier is to contact the District's Purchasing Office prior to arrival to make arrangements for such access.
2.4.5.3. If the Vendor will be unable to submit by electronic means, the Vendor is to contact the Buyer listed on the Solicitation in sufficient time to allow the Buyer a reasonable opportunity to send an official paper copy of the Solicitation.
2.4.5.4. All hard copy Solicitation Responses shall meet all requirements set forth in the package provided by the Buyer.
2.4.5.5. Hardcopy responses shall contain:
2.4.5.5.1. The signed official Invitation Document provided by the Buyer;
2.4.5.5.2. Any additional documents or information required by the Solicitation.
2.4.5.6. To be considered viable, a Solicitation Response must be physically received at the Purchasing Department Solicitation Response Desk located at 16255 Great Oaks Drive, Suite 200, Round Rock Texas, 78681, before the time and date indicated in the Solicitation.
2.4.5.7. Failure to provide a signed Solicitation Response on the official Solicitation form as part of a hard copy Solicitations Response will result in the Solicitation Response being considered non-responsive and will be disqualified.
2.4.5.8. Late Solicitation responses will not be accepted or considered by the District under any circumstances.
2.4.5.9. The Vendor is hereby informed that all hard copy responses will be opened after the Solicitation opening date and time, and entered into eROC by assigned District personnel.
2.5. ***Hard Copy Response (non-electronic)***.

2.5.1. Solicitation Response must contain:
2.5.1.1. The Solicitation Response Form;
2.5.1.2. Specification documents, if applicable;
2.5.1.3. The certifications and representations as applicable;
2.5.1.4. Any additional documents required by the Solicitation.
2.5.2. To be considered viable, a Solicitation Response must be physically received at the Purchasing Department Solicitation Response Desk located at 16255 Great Oaks Drive, Suite 200, Round Rock Texas, 78681, before the time and date indicated in the Solicitation.

2.6. ***Solicitation Response Certification***.
2.6.1. By submitting a Solicitation Response, the Vendor certifies and represents to the District that:
2.6.1.1. The Solicitation Response has been manually signed or electronically submitted by an authorized representative of the company or firm submitting the bid, proposal, offer or other Solicitation Response document;
2.6.1.2. The Vendor's firm or any of its individuals have not prepared the Solicitation Response in collusion with any other Vendor or individual; and
2.6.1.3. The contents of the Solicitation Response as to price, terms and conditions or other details of the Solicitation Response have not been communicated by the Vendor or by any employee or agent to any other person engaged in this type of business prior to the official opening of the Solicitation.
2.6.1.4. Failure on the Vendor's part to have an authorized Company representative sign the Solicitation Response will result in the Solicitation Response being considered non-responsive and the Solicitation Response will be disqualified.

2.7. ***Withdrawal of Solicitation prior to Opening or Closing***.
2.7.1. For all Hard Copy Solicitations, a Vendor may withdraw their Solicitation Response in person by completing a *Bid/Response Withdrawal Form* available at the District's Purchasing Office Solicitation Response Desk, or presenting the request to withdraw on their company letterhead at any time prior to the Solicitation Response opening/closing date and time.
2.7.2. The Vendor representative must be an authorized agent of the company or the individual must provide proof of assignment from an authorized agent of the company for the request to be considered.
2.7.3. To request the release of the Solicitation Response in person, the Vendor representative must present one of the following valid types of identifications:
2.7.3.1. Corporate identification card (e.g. business card or photo badge)
2.7.3.2. Photo identification card (e.g. Texas Driver's License)
2.7.3.3. Other legally recognized form of identification
2.7.4. The identification must match the person withdrawing a Solicitation Response for the response to be released.
2.7.5. The District reserves the right to require additional proof of identification if deemed necessary.
2.7.6. Any reference to the receipt of the response will be stricken from the procurement folder and the Bid/Response Withdrawal Form or company letter will become part of the procurement file.
2.7.7. Vendors who are unable to present the Bid/Response Withdrawal Form or Letterhead in person may send their signed request via email to purchasing@roundrockisd.org. Please note the District will use the email and attached documents as authorization to withdraw the Solicitation Response.
2.7.8. Withdrawing the Solicitation Response does not prohibit the Vendor from resubmitting their Solicitation Response prior to the Solicitation opening/closing date and time.

2.8. ***Late Solicitation Response***.
2.8.1. Late Solicitation Responses will **NOT** be considered under any circumstances and the Solicitation Response will not be accepted by the District. .
2.8.1.1. *Hard Copy Responses*. A Solicitation Response will be considered late if the response is not physically received at the Purchasing Department Solicitation Response Desk located at 16255 Great Oaks Drive, Suite 200, Round Rock Texas, 78681, before the time and date indicated in the Solicitation.
2.8.1.2. *Electronic Responses*. Electronic responses will only be allowed by the system if the response is submitted before the time and date indicated in the Solicitation.
2.8.2. The Purchasing Department will not be responsible for and no allowances will be made for Solicitation Responses delivered to other locations within the District, delays caused by the Post Office, technical delays or problems, courier services, or any other delays.
2.8.3. The official deadline date and time is determined by the Purchasing Office and specified in the Solicitation.

2.9. ***Post Opening / Closing Withdrawal of a Solicitation Response***. Any Vendor who is extended the privilege of withdrawing a Solicitation response after the opening/closing of a Solicitation because of having proven mechanical error in the Solicitation Response, at the District's discretion, may not be considered for an Award on similar items for a specific period of time deemed appropriate by the District, usually considered one (1) year. Such actions will be issued in writing from the District Purchasing Office and shall include the time frame to which the Vendor is ineligible to receive an award.

2.10. ***Confidentiality of Documents***.
2.10.1. All documents associated with a Solicitation shall be governed by the State of Texas Government Code, Subchapter B, Section 552.021 – 022.
2.10.2. All documents submitted as part of the Vendor's Proposal Response to a Solicitation will be deemed confidential during the evaluation process. If the Proposer believes any portion of their Solicitation Response to considered confidential, this must be noted within the response for each individual section with the word "CONFIDENTIAL" clearly marked. Unless so identified, all elements of the response will be considered open for review by any requester under Section 552 of the Texas Government Code.

2.10.3. Information requested as part of the eROC electronic procurement program attributes, bid line items (including price and price attributes), and supplier notes will not be considered confidential.
2.10.4. Proposal Responses will not be available for review by anyone other than the District Purchasing personnel, the evaluation team, and/or its designated agents, if applicable, as stated in the Texas Government Code, Subchapter B, Section 552.104(a).
2.10.5. There shall be no disclosure of any Proposer's information to a competing Proposer prior to award of the Solicitation Responses, unless otherwise dictated by State of Texas law.
2.10.6. Following award of contract, all Proposals become public documents and are available for public viewing upon written request to the District unless deemed confidential by State of Texas law or Texas Attorney General opinion.

3. **COMPONENTS OF A SOLICITATION**.

3.1. ***Types of Contracts***. Each Solicitation will identify the type of Contract being advertised. One of the following contracting methods will typically be used, but the District reserves the right to use any contracting method it deems to be in the best interest of the District:

3.1.1. Firm-Fixed Price.
3.1.1.1. Prices shall be firm-fixed for the term specified in the Contract, and all extensions exercised by the District.
3.1.1.2. No increases will be allowed during the contract term.
3.1.1.3. Price decreases are acceptable at any time during the term of the Contract.

3.1.2. Fixed-Price with a Price Adjustment Allowance.
3.1.2.1. Prices shall be firm for a term specified in the Contract.
3.1.2.2. Prices can be adjusted based on escalation provisions as identified in the Contract.
3.1.2.3. The District reserves the sole right to evaluate the applicability of any price adjustment and accept or reject any formula included in any Solicitation Response or accept or reject any Solicitation Response containing a price adjustment proposal.

3.1.3. Firm-Fixed Discount Percentage, Discount-from-List, or Cost Markup-From-List.
3.1.3.1. Discount or cost mark-up shall be firm-fixed for the period specified in the Contract but prices may vary based upon changes in a District approved price list or other pricing document, by the method and frequency identified in the Contract.
3.1.3.2. Used when the pricing is based on a discount or a cost plus mark-up percentage from an established, publicly recognized price list.
3.1.3.3. Prices shall be from a current Vendor's price list or a cost-plus percentage add-on to a Vendor's distributor/producers price list.
3.1.3.4. Vendor's price list shall be the current price list published and available to and recognized by the trade. A price list especially prepared for a given Solicitation will not be accepted. The District shall be the sole determinate as to acceptability.
3.1.3.5. Unless otherwise indicated within the Solicitation, the period of acceptance shall be no earlier than ten (10) District Business Days from receipt and approval.
3.1.3.6. In order for a price list to be changed, a new or amended price list must be submitted to the Purchasing Department by the Vendor and approved by the District Buyer within the Contract time specified prior to the requested price change. Otherwise the last District approved price list remains in effect until such time that the District approves the price change.
3.1.3.7. Prices for this type of Contract cannot be increased for 30 days after the Contract commences unless otherwise specified in the Solicitation. Price reductions shall be offered immediately upon becoming available to a Vendor at any time after award.

3.2. ***Solicitation Pricing***.

3.2.1. Solicitation prices must be firm for ninety (90) days from Solicitation opening/bid closing date until award unless otherwise specified in the Solicitation.
3.2.2. Unless otherwise identified within the Solicitation, all items bid are to be bid without minimum quantity requirements. Any bid received with minimum quantity requirements will be disqualified as non-responsive.
3.2.3. The Solicitation will dictate to the Vendor how the pricing is to be provided based on the type of products or services.
3.2.3.1. *Unit Price*. The Vendor shall provide pricing for the item based on the unit of measure stated.
3.2.3.2. *Alternate*.
3.2.3.2.1. If offering an alternate product to the one reference within the solicitation, the Vendor shall provide the manufacturer and model number of the alternate.
3.2.3.2.2. Failure to provide an alternative product will require the Vendor to provide the referenced product for the term of the contract award.
3.2.3.3. *Hourly Price*. The Vendor shall provide the hourly pricing based on the service type.
3.2.3.4. *Lot Price*. The Vendor shall provide a total price to include all items that are considered within the identified lot(s).
3.2.3.5. *Discount*. The Vendor shall provide a discount from the standard price for the item(s) listed within the Solicitation.
3.2.3.6. *Trade-in*.
3.2.3.6.1. The Vendor may provide a price for the item to be considered as a trade-in for the item to be purchased.
3.2.3.6.2. If the Vendor is awarded the item to be purchased and the trade-in is considered acceptable to the District, the trade-in will be listed on the associated purchase order or award.

3.3. ***Quantities***. Any quantities listed within the Solicitation are a close approximation based on requirements and available funds, but the District reserves the right to purchase more or less than the estimated quantities, at the current Contract price, for the term of the agreement unless otherwise specified in the Solicitation.

3.4. ***Delivery Terms***.
- 3.4.1. All goods or products included in the Solicitation shall be F.O.B. ("Free on Board") destination, unless otherwise indicated within the Solicitation.
- 3.4.2. All goods or products will be considered freight prepaid and allowed, and included in the unit price.
- 3.4.3. If separation of the delivery costs are a necessity for bidding, the Vendor must provide a "not-to-exceed" price with their response. The District will not accept a "to-be-determined" submittal. Any shipping costs submitted in addition to the unit price will be added to the unit price and considered in the evaluation process.
- 3.4.4. The place of delivery shall be set forth in the block of the purchase order entitled "Ship To".
- 3.4.5. The District expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables.
- 3.4.6. Services shall be provided/scheduled as specified or directed by the District.

3.5. ***Brand Name and Product Number Reference***.
- 3.5.1. If applicable to the Solicitation, the use of referenced brand/stock numbers in a Solicitation are for brevity in establishing minimum specifications and are not intended to be restrictive.
- 3.5.2. "Buyers approved equal" indicates that the District will consider other manufacturer's product that meets or exceeds the published specifications. The District shall make the final determination of acceptable substitutions.
- 3.5.3. All items stating the terms "No Alternatives", "No Substitute" or "Must Match Existing" shall mean that the District will not accept any other manufacturer's products.
- 3.5.4. If the referenced manufacturer's stock number space is left blank, the District will consider the bid to be as specified.
- 3.5.5. If an exception is made to the referenced manufacturer's product, the alternate manufacturer, brand name and number must be indicated for each item bid. The Vendor will be required to forward any illustrations that render its equivalency. Any additional specifications must reference the line item number to which it corresponds.
- 3.5.6. Products of inferior quality will be rejected.

3.6. ***Sample Requirements***.
- 3.6.1. The District may require a sample of a product at any time for evaluation and testing, from a Vendor participating in a Solicitation process or a Vendor supplying items to the District under contract.
- 3.6.2. The Vendor should not submit a sample with the Solicitation Response unless directed to do so.
- 3.6.3. Request of Sample.
  - 3.6.3.1. If it is determined that a sample is required as part of the Evaluation Process, the requirement will be issued in writing to the Vendor by the Buyer.
  - 3.6.3.2. Samples must be received by the District's Purchasing Office within five (5) District Business Days after written notification is issued, unless the notification instructs otherwise.
  - 3.6.3.3. A representative sample of the item(s) offered must be provided.
  - 3.6.3.4. The Vendor will cover all costs in shipping and providing the sample product to the District.
  - 3.6.3.5. Failure to provide a requested sample may disqualify the Vendor from further consideration in award of the associated Solicitation item.
  - 3.6.3.6. If a sample is found to not meet the Solicitation specifications or the intended purpose of the product, the associated Solicitation item will be disqualified.
- 3.6.4. Sending of Samples.
  - 3.6.4.1. If a sample is required by the District, samples must be clearly marked with the following information:
    - 3.6.4.1.1. The word "Sample" in large print;
    - 3.6.4.1.2. The name of the company submitting the sample; and
    - 3.6.4.1.3. The number and title of the Solicitation or Contract.
- 3.6.5. Return of Samples.
  - 3.6.5.1. Unless specifically requested in writing, all samples provided shall become the property of the District.
  - 3.6.5.2. If the sample is required by the Vendor to be returned, any and all costs associated with the return of the sample will be the responsibility of the Vendor.

3.7. ***Attachment***.
- 3.7.1. Vendors may include attachments to describe goods or services being offered and/or to exhibit that products offered meet all written specifications; however, Vendors shall not submit samples unless requested to do so.
- 3.7.2. Page and paragraph numbers shall properly reference each page of an attachment in the Solicitation Response.
- 3.7.3. The name of the Vendor submitting the attachment shall also be prominently displayed on each page of the attachment.
- 3.7.4. No terms or conditions recorded on any attachment will be considered binding unless specifically made a part of the Solicitation Response in writing.
- 3.7.5. Any added terms or conditions may result in disqualification of a Solicitation Reponses, e.g., Solicitation Reponses subject to laws of a state other than Texas, requirements for prepayment, limitations on remedies, change in venue, etc.

3.8. ***References***.
- 3.8.1. If required in the Solicitation, the Vendor is to submit references that have contracted with their company to provide like products or services. It is recommended that the Vendor show school districts or other local government organizations equal to the District in size and structure, if possible.
- 3.8.2. The District reserves the right to use the results of the reference check in the evaluation process. A negative reference or references may result in disqualification

PART III
SOLICITATION EVALUATION AND AWARD

1. **RESERVATIONS**. The District expressly reserves the right to:
   1.1. Waive minor deviations from specifications, if the District determines that the overall cost of the goods or services will be lower and the overall function is improved or not impaired;
   1.2. Waive any minor informality or deficiency in any Solicitation procedure;
   1.3. Reject any or all Solicitation Responses;
      1.3.1. Per Policy CH (LOCAL), the District may reject any and all bids or proposals in accordance with state or federal law, as applicable. Should a bid error, typo, miscalculation, invalid number, or otherwise indeterminable amount be provided in response to this solicitation, the District reserves the right to determine whether the proposal will be accepted, rejected, or how to otherwise move forward with the evaluation of the solicitation.
   1.4. Cancel the Solicitation;
   1.5. Reissue a Solicitation;
   1.6. Extend the Solicitation opening time and date, the Contract Award date, or both;
   1.7. Specify approximate quantities;
   1.8. Increase or decrease the quantity specified in the Solicitation;
   1.9. Consider and accept alternate Solicitations, if specified in the Solicitation, when it is considered in the best interest of the District;
   1.10. Procure any goods or services by other means;
   1.11. Purchase no goods or services.

2. **COMPETITIVE SELECTION USING BEST VALUE**.
   2.1. ***Solicitation***.
      2.1.1. All formal Solicitations will be evaluated using the Best Value method as defined in Texas Education Code 44.031(b).
      2.1.2. In determining Best Value the District shall consider the following:
         2.1.2.1. Purchase price;
         2.1.2.2. Reputation of the Vendor and of the Vendor's goods or services;
         2.1.2.3. Quality of the Vendor's goods or services;
         2.1.2.4. Extent to which the goods or services meet the District's needs;
         2.1.2.5. Vendor's past relationship with the District;
         2.1.2.6. The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses;
         2.1.2.7. Total long-term cost to the District to acquire the Vendor's goods or services;
         2.1.2.8. 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 Vendor or the Vendor's ultimate parent company or majority owner;
            2.1.2.8.1. Has its principal place of business in this state; or
            2.1.2.8.2. Employs at least 500 persons in this state; and
         2.1.2.9. Any other relevant evaluation criteria specifically listed in the Solicitation.
      2.1.3. The Solicitation will indicate the criteria and ranking to be used to determine Best Value. In the absence of criteria in the Solicitation, the criteria in 2.1.2 will be used.
   2.2. ***Award***.
      2.2.1. Award will not necessarily be made to the Vendor submitting the lowest priced offer.
      2.2.2. The District will evaluate the Solicitation Responses and may request additional information, including conducting interviews, oral presentations, negotiations, or any requirements deemed appropriate;
      2.2.3. After Solicitation Responses are received, the District may, in its sole discretion, make an Award without discussion with any Vendor. The District reserves the right to conduct interviews, oral presentations, negotiations if applicable, or any other requirements deemed appropriate with only one, with some, or with all Vendors. Solicitation Responses should therefore, be submitted on the most favorable terms.
      2.2.4. The District reserves the right to not make any award if it is deemed to be in the best interest of the District.
      2.2.5. Award Types.
         2.2.5.1. *Line Item Award*. The award is based solely on the price bid by the most responsive Vendor.
         2.2.5.2. *Low Total Award*. The award is based upon two or more items that within a Solicitation that either are of similar type, are compatible, or would benefit the District based on standard ordering practices.
         2.2.5.3. *Best Value Award*. The award is based solely on the total evaluation points of the published criteria the Vendor received for their response.
         2.2.5.4. *Lot Award*. The award is based on the total cost of a grouping of identified items.

3. **PARTNERING AND / OR SUBCONTRACTING**. If the Vendor has joined with one or more business partners or is Subcontracting any work to respond to the Solicitation, the District reserves the right to:
   3.1. Reject the Vendor's offer based on that/those partnership(s) and/or Subcontractors.
   3.2. Accept, at its option, subsequent offers with new partnership(s) and or Subcontractors, should the Subcontracting Vendors in the initial offer be unacceptable for any reason.

3.3. The Vendor shall be responsible Subcontractors and their agents and employees, and other persons performing portions of the work, including but not limited to applicable training in their area of expected expertise and safety.
3.4. All Subcontractors must be insured to the same levels as the Vendor as required herein.

4. **EVALUATION**.
4.1. As identified within the Solicitation, the District will evaluate all Solicitation Responses based on the following types of criteria:
4.1.1. Objective. Objective evaluation is based on:
4.1.1.1. A set of pre-determined criteria using formulas and/or sets of ranges; and
4.1.1.2. Does not normally include an evaluation team.
4.1.2. Subjective. Subjective evaluation is based on:
4.1.2.1. A set of pre-determined criteria that does not provide a quantitative formula or range; and
4.1.2.2. Includes the use of an evaluation team to determine the scoring.

5. **AWARD OF CONTRACT**.
5.1. The District will indicate acceptance of a Vendor's Solicitation Response by issuance of a Notice of Award, Purchase Order, District Contract, or other form at completion of the evaluation of Solicitation Responses.
5.2. ***Notice of Award***.
5.2.1. A majority of the contracts awarded by the District will be issued by a formal Notice of Award issued by the District Purchasing Office.
5.2.2. Unless otherwise stated within the notice, the District makes no obligation as to the quantities or deliveries of the items awarded, and it is at the Vendor's own risk if any orders are placed or items manufactured prior to receipt of a District issued Purchase Order.
5.3. ***Purchase Order***.
5.3.1. If the Contract is issued in the form of a Purchase Order, the purchase order together with any other documents which the District has attached thereto and/or referenced as part of the Purchase Order, constitutes an offer by the District to purchase from the Vendor the goods and/or services indicated, subject to these General Provisions.
5.3.2. The Purchase Order, its attachments, and/or referenced documents including these General Provisions is the sole and complete Contract between the District and Vendor with respect to the goods and services ordered, and supersede all prior oral and written understandings.
5.3.3. No additional terms or modifications to the Purchase Order proposed by the Vendor in any acknowledgement, sales order, or other form of communication shall be binding on the District.
5.3.4. The District's failure to object to provisions contained in any communication from the Vendor shall not be deemed a waiver of the provisions hereof or an approval of the terms therein.
5.3.5. Acceptance of the Purchase Order is conditional on Vendor's acceptance of the terms and conditions in these General Provisions.
5.3.6. The District expressly objects to and rejects any terms or conditions in addition to or different from those contained in these General Provisions, whether previously or hereafter proposed in any form from Vendor unless the District has expressly agreed with them in writing.
5.4. ***District Contract***.
5.4.1. If a formal District Contract is issued, the terms and conditions of the Contract shall be governed in the following order of precedence:
5.4.1.1. The Original Solicitation;
5.4.1.2. Any Addenda submitted prior to the opening of the Solicitation;
5.4.1.3. District General Provisions;
5.4.1.4. The accepted portions of the Vendor's Solicitation Response; and
5.4.1.5. Any subsequent contractual documents agreed upon and signed by both parties.
5.4.2. Failure to accept this obligation may result in the cancellation of any award;
5.4.3. Any damages suffered by the District as a result of the Vendor's failure to Contract shall be recovered from the Vendor.

6. **DISCLOSURE OF CONFLICT**.
6.1. An awarded vendor will be required to complete and submit Form 1295, as it applies for awards that meet the requirements of Government Code Section 2252.908.
6.2. The requirements are:
6.2.1. Requires an action or vote by the governing body of the entity or agency before the contract may be signed; or
6.2.2. Has a value of at least one (1) million dollars.
6.3. The District may not enter into a contract described above with a Vendor who submits a disclosure of interested parties at the time of award or executed contract with the District.
6.4. The Vendor must submit the disclosure on the form prescribed by the Texas Ethics Commission that includes a list of each interested party for the contract of which the contracting business entity is aware and the signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.
6.5. Instructions are available on the Texas Ethics Commission website at https://www.ethics.state.tx.us/file.
6.6. Publically traded vendors are exempt from this requirement.

7. **POST-AWARD DEBRIEF**.
   7.1. Following the award of Solicitation, all Solicitation documents and responses become public and are available for public viewing upon written request to the District unless deemed confidential by State of Texas law or Texas Attorney General opinion.
   7.2. Most tabulations of the Solicitation responses will be made available through eROC. Click on "Awarded Bid Information" to locate the Solicitation by the assigned Solicitation number.
   7.3. Open record requests for other documentation shall be made based on the requirements set forth in the District Policy GBAA (Legal) found at http://pol.tasb.org/Policy/Code/1245?filter=GBAA
   7.4. Vendors have a right to a debriefing via email, phone or physical meeting by the District Purchasing personnel. Such requests are to be made through the assigned Buyer of the Solicitation, preferably by email. The Purchasing Office will attempt to meet such requests in a timely manner.

8. **RIGHT TO PROTEST**.
   8.1. All Vendors that believe they have been aggrieved shall be permitted to protest an award based on the procedures outlined in District Policy GF (Local) – Public Complaints.
   8.2. Only upon learning of the aggrievement, the District will advise the Vendor of the policy, and the Vendor shall take full responsibility for understanding and following the policy including the timing of such protests.
   8.3. GF (Local) is provided on the District web site at https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1245&code=GF#local-01

PART IV
CONTRACT TERMS, CONDITIONS, AND REQUIREMENTS

1. **GENERAL TERMS**.
   1.1. ***Title***. The awarded Vendor shall be hereby known in the section as "Contractor".
   1.2. ***Term of Contract***.
      1.2.1. The Contract established by the Contract Award shall be in effect from date of award or the commencement date, whichever is later, through the expiration date stated in the Contract.
      1.2.2. Any Purchase Orders dated during the term of the Contract must be honored even if received after the Contract expiration date. Contractor may not specify a "final order" receipt date.
      1.2.3. Pricing is established by the date the order is placed unless otherwise stated in the Contract.
      1.2.4. Term Extensions.
         1.2.4.1. All extensions will be issued in writing prior to the end of the current Contract term.
         1.2.4.2. *Extension Types*.
            1.2.4.2.1. Sole Option by the District. The choice to extend the Contract for the extension period is based solely on the determination by the District. The Contractor shall be required to honor the extension under the original terms and conditions.
            1.2.4.2.2. Option of Both Parties. The choice to extend the Contract for the extension period is based on the determination of both the District and the Contractor. If either party rejects the extension option, the Contract will be terminated at the end of the current Contract period.
      1.2.5. Short Term Contract Extension.
         1.2.5.1. If the District determines that additional time is required to avoid a Contract lapse, at its sole option, the District may extend the Contract up to 90 days, under the current Contract pricing, terms and conditions.
         1.2.5.2. Such extension will be done in writing prior to the end of the current Contract term.
   1.3. ***Price Escalation***. The District shall only allow price escalations within a Contract if such provisions were identified and agreed to within the original Solicitation.
   1.4. ***Availability of Funds***.
      1.4.1. Any Purchase Order resulting from a Solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Round Rock ISD Board of Trustees or otherwise not made available to the District.
      1.4.2. The District's payment obligations are payable only and solely from funds appropriated and available for the purpose of the purchase.
      1.4.3. The absence of appropriated or other lawfully available funds shall render the Contract Award null and void to the extent funds are not appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor.
      1.4.4. The District shall provide the Contractor written notice of the failure of the District to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract Award, or the reduction of any appropriation to an amount insufficient to permit the District to pay its obligations.
   1.5. ***Conflict of Interest***.
      1.5.1. If the Contractor becomes aware of facts that require filing of a Vendor Conflict of Interest Questionnaire with the District Purchasing Office, Contractor must file the Questionnaire within seven (7) District Business Days in accordance with Texas Local Government Code Chapter 176.
      1.5.2. This requirement also applies to a person who is an agent of the Contractor.
      1.5.3. Forms and additional information are available at http://www.roundrockisd.org.
      1.5.4. Forms are also posted at the Texas Ethics Commission's website at: https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.
   1.6. ***Federal Recertification at Time of Extension.***
      1.6.1. The District may choose to require the Contractor to submit a recertification of the federal requirements on a periodic basis or at the time of contract extension as applicable.
      1.6.2. The requirements shall be as identified in Part II, Item 1.3.1., *Federal Compliance Guidelines for Use of Federal Funds* (also known as "EDGAR") herein.
   1.7. ***Contract Kick-off Meeting***.
      1.7.1. The District reserves the right to require the Contractor(s) to meet with District representatives prior to the start of the Contract.
      1.7.2. The meeting shall discuss, at a minimum, the performance requirements, service specifications, expectations of professionalism, and access issues, if necessary.
   1.8. ***Confidentiality of Documentation***.
      1.8.1. All documents associated with a Solicitation or Award shall be governed by the State of Texas Government Code, Subchapter B, Section 552.021 – 022.
      1.8.2. Any portion of any Solicitation Response to considered to not be confidential unless this was noted within the response for each individual section with the word "CONFIDENTIAL" clearly marked.
      1.8.3. Unless so identified, all elements of the response will be considered open for review by any requester under Section 552 of the Texas Government Code.
   1.9. ***Periodic Performance Review***.
      1.9.1. The District reserves the right to require periodic performance reviews with the Contractor(s).
      1.9.2. These reviews shall evaluate, at a minimum, the Contractor's ability to:

1.9.2.1. Provide goods or perform services within the required specifications and/or performance requirements;
1.9.2.2. Meet the District's schedule; and
1.9.2.3. Perform in a professional manner.

1.10. ***Usage Report***.
1.10.1. The District reserves the right to require the Contractor to provide usage reports of the goods or services purchased from the Contractor during the contract period.
1.10.2. This right may be extended beyond the end of the contract period for a maximum of two years.
1.10.3. The reports shall be in a mutually agreed upon format that is useful by the District and made available by the Contractor.

1.11. ***Rights to Work Product***.
1.11.1. All unique and previously unavailable products created by the Vendor under contract by the District shall be considered Work Product.
1.11.2. The Work Product shall be the sole property of the District.
1.11.3. Contractor hereby assigns all its rights, title and interest in any and all Work Product and all drafts thereof, including all worldwide copyright ownership rights in the Work Product, to the District.
1.11.4. The District has the right to legible and complete copies of any and all such work papers upon the District's request.

1.12. ***Disclosure of Intellectual Property Produced***.
1.12.1. Contractor shall promptly disclose to the District all Intellectual Property which Contractor or Contractor's employees, Subcontractors, or Subcontractor's employees may produce, either solely or jointly with others, during the course of the services performed.
1.12.2. All such services commissioned by the District that create intellectual property shall render the intellectual property to be owned by the District.
1.12.3. In addition, Contractor shall promptly disclose to the District all Intellectual Property to which Contractor may acquire rights in connection with the performance of the services hereunder.
1.12.4. Any disclosure under this paragraph shall contain sufficient technical detail to convey a clear understanding of the Intellectual Property, and shall identify any publication, sale, public use, or impending publication.
1.12.5. Promptly upon request, Contractor shall supply such additional information as the District may require.
1.12.6. Modification and Derivative Works.
1.12.6.1. The District shall have the right, at its own discretion, to independently modify any Intellectual Property incorporated in the services for the District's own purposes and use, through the services of its own employees or independent Contractors.
1.12.6.2. The District shall own all Intellectual Property Rights to such modifications.
1.12.6.3. Contractor shall comply with all Laws and Regulations relating to Intellectual Property. Contractor represents and warrants to the District that Contractor shall not infringe upon any Intellectual Property Rights of any third party.
1.12.6.4. Contractor shall require its employees to execute any agreements, assignments, licenses or other instruments, and to provide information related to Intellectual Property, as may be necessary to effectuate the provisions of this Contract.
1.12.6.5. Contractor shall require its Subcontractors and Suppliers to execute any agreements, assignments, licenses or other instruments, and to provide information related to Intellectual Property, as may be necessary to effectuate the provisions of this Contract.

1.13. ***Copyrighted Product or Service***.
1.13.1. If commissioned by the District, paid or unpaid, to create a design, artwork, or custom-made product or service, the District shall be sole owner of any copyrights available for the end product.
1.13.2. The Contractor shall turn over all relevant items, physical or electronic, to the District upon request at no cost to the District if the Vendor has received full compensation for the original contract.

1.14. ***Gratuity and Bribe***.
1.14.1. The District may, by written notice to the Contractor, terminate a Contract for cause and without penalty or liability to the District if it is determined by the District that gratuities or bribes were offered or given, by the Contractor or any principle, agent or representative of the Contractor to any officer or employee of the District with a view toward securing the Contract or securing favorable treatment with respect to the awarding, amending or the making of any determinations with respect to the performing of such Contract.
1.14.2. In the event the Contract is terminated by the District pursuant to 1.13.1 above, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

1.15. ***Delays by the District***. The District will have the right to delay a scheduled delivery or other service performance dates by written notice to the Contractor if the District determines that doing so is in its best interest.

1.16. ***Delays by the Contractor***.
1.16.1. If a Contractor foresees the delay of a scheduled delivery of a product or other service performance date, Contractor shall give timely notice to the District. Timely notice is defined as three (3) District business days after receipt of the purchase order.
1.16.2. The District may extend the delivery or service date for valid reasons, which may include delays due to unforeseen raw material or component shortages at the manufacturer, weather related events, unexpected events outside of the controls of the Contractor, or any other reason deemed acceptable by the District Purchasing Office at its sole discretion.
1.16.3. The Contractor must keep the District advised at all times of the status of the goods or services.
1.16.4. If the delay will create a burden on the District, the District reserves the right to use any other means available to secure the goods or services outside the Contract.

1.17. ***Warranties and Remedies***.
1.17.1. Price***.***

1.17.1.1. The Contractor warrants the prices offered to the District are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

1.17.1.2. The Contractor certifies that the prices in the Solicitation Response have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

1.17.1.3. In addition to any other remedy available, the District may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

1.17.2. Title.

1.17.2.1. The 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.

1.17.2.2. The Contractor shall indemnify and hold the District harmless from and against all adverse title claims to the Deliverables.

1.17.3. Deliverables.

1.17.3.1. The Contractor warrants and represents that all Deliverables sold to the District under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material aspects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards.

1.17.3.2. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned. Recycled Deliverables shall be clearly identified as such.

1.17.4. Warranty Period.

1.17.4.1. Unless otherwise specified in the Contract, the warranty period shall be at least one year from acceptance of the goods or services.

1.17.4.2. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand resupply the goods or perform the services again in accordance with the above standard at no additional cost to the District.

1.17.4.3. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor.

1.17.4.4. The District will endeavor to give the Contractor written notice of the breach of warranty within thirty (30) days of discovery of the breach, but failure to give timely notice shall not impair the District's rights under this section.

1.17.5. Transfer of Manufacturer's Warranty.

1.17.5.1. 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 manufacturer's warranty to the District.

1.17.5.2. If for any reason the manufacturer's warranty cannot be fully transferred to the District, the Contractor shall assist and cooperate with the District to the fullest extent to enforce such manufacturer's warranty for the benefit of the District.

1.17.6. Failure to Repair or Replace.

1.17.6.1. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the District, then in addition to any other available remedy, the District may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources.

1.17.6.2. In such event, the Contractor shall pay to the District upon demand the increased cost, if any, incurred by the District to procure such Deliverables from another source.

1.17.7. Damage Assessment.

1.17.7.1. If a Contractor is in default on an order, the District reserves the right to purchase the goods or services in default and charge the increase in price, if any, and cost of handling to the Contractor.

1.17.7.2. Failure to pay a damage assessment is cause for Contract termination and/or debarment of the Contractor from the District's Solicitation list for a minimum of one (1) year.

1.17.8. Services. The Contractor warrants and represents that all services to be provided to the District under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

1.17.9. Limitation of Warranty. 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.

1.17.10. Delivery of Goods or Performance of Services. If the Contractor is unable or unwilling to deliver goods or perform services in accordance with the terms of the Contract, then in addition to any other available remedy, the District may reduce the amount of the Contract Award to the Contractor, and purchase conforming goods or services from other sources. In such event, the Contractor shall pay to the District upon demand the increased cost, if any, incurred by the District to procure such goods or services from another source.

1.18. ***Indemnification***.

1.18.1. Per the State of Texas Constitution, Article III, Section 52, and subsequent Texas Office of the Attorney General Opinion #GA-0076, dated May 27, 2003, the District shall not indemnify and hold harmless the Contractor and its agents and employees.

1.18.2. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the District and its agents, employees, and trustees from all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of property resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

1.18.3. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

1.19. ***Invoices and Payment***.

1.19.1. The District is only obligated to pay invoices for purchases that were made based on the District's purchasing policies and procedures.

1.19.2. Contractor shall submit separate invoices on each Contract Award after each delivery of goods or completion of service. If the District authorizes partial shipments or deliveries it will be shown on the Purchase Order and a separate invoice must be sent for each shipment or delivery made.

1.19.3. Invoices shall indicate the Purchase Order or Contract number and shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice.

1.19.4. Invoices shall be sent via:

1.19.4.1. Emailed (preferred) to accounts_payable@roundrockisd.org;

1.19.4.2. Mailed to Round Rock ISD, 1311 Round Rock Avenue, Round Rock, Texas 78681, Attention: Accounts Payable; or

1.19.4.3. Faxed to 512.464.5457.

1.19.5. Federal excise taxes, State taxes, and District 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 certificate upon request.

1.19.6. All valid and complete invoices received by the District will be paid within 30 days of the District's receipt of the Deliverables or of the invoice, whichever is later.

1.19.7. All payments and penalties for late payments for goods and services shall be governed by the State of Texas Government Code, Subtitle F, Chapter 2251.

1.20. ***Non-compliant Purchases by District Personnel***.

1.20.1. When procurements made by District staff do not follow District policy (specifically CH(LOCAL)), guidelines and procedures, the purchase is considered non-compliant.

1.20.2. CH(LOCAL) states that an end user is to create a purchasing requisition and a purchase order issued before any purchase is made from a vendor.

1.20.3. This does not include purchases made by District staff through an issued purchasing card ("Pcard").

1.20.4. Note that the existence of a District contract award does not exempt an "after the fact" purchase requisition.

1.20.5. Current District guidelines state a purchase order must have been issued for the payment of an invoice at $500 or greater (NOTE: This amount may be different as determined by Financial Services and the Purchasing Department).

1.20.6. If the purchase requires that the District be invoiced prior to the issuance of a purchase order, the District employee must first receive written permission from the Purchasing Office before creating the obligation with the vendor. Failure to receive such permission will be grounds for the purchase being non-compliant.

1.20.7. A District employee may be personally liable for the cost and payment of non-compliant purchases.

1.20.8. If a non-compliant purchase is identified, a purchase order to cover the acquisition will include the following statement or like language:
"PLEASE NOTE - THIS PURCHASE IS NOT IN COMPLIANCE WITH THE DISTRICT'S PURCHASING PROCEDURES. THIS PURCHASE ORDER IS BEING ISSUED SOLELY TO FACILITATE PAYMENT TO THE VENDOR. THE DISTRICT IS ONLY RESPONSIBLE FOR PURCHASES MADE IN ACCORDANCE WITH PROPER PURCHASING PROCEDURES. FUTURE OCCURRENCES MAY RESULT IN A DELAY IN PAYMENT TO THE VENDOR, AND/OR DEBARMENT OF THE VENDOR FROM DOING BUSINESS WITH THE DISTRICT FOR A PERIOD NOT TO EXCEED TWO YEARS, AND/OR PAYMENT HAVING TO BE MADE BY THE DISTRICT EMPLOYEE MENTIONED IN THE ATTN: LINE OF THE SHIP TO ADDRESS ON THE PURCHASE ORDER BASED ON DISTRICT POLICY AND ADMINISTRATIVE DECISION."

1.20.9. Contractors Obligation.

1.20.9.1. The Contractor shall be aware of the above requirements of purchases made by District staff, and shall support and encourage District staff to follow the District's purchasing policies, guidelines and procedures.

1.20.9.2. The District's obligation to the Contractor shall be based on the level of involvement in the potential non-compliant purchase. The District shall meet all obligations to the Contractor if the Contractor can provide proof of no negligence or support of the non-compliant action on their part. If negligence or support can be proven, the District shall have no liability in the procurement and the Contractor may be required to secure payment from the identified District employee to which the action was taken.

1.20.9.3. If a campus or department is aware of vendors that either encourage or facilitate pre-purchase order processing, this is to be brought to the attention of the Purchasing Office immediately. If proven, the District may elect to remove the Contractor's award. All compliant procurements will be paid by the District.

1.21. ***Right to Assurance***.
1.21.1. Whenever one party to the Contract Award in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform.
1.21.2. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract Award.
1.22. ***Advertising***. The Contractor shall not advertise or publish, without the District's prior consent, the fact that the District has entered into a Contract with Contractor.

2. **CONTRACT AGREEMENT**.
2.1. ***Inclusions***. Contract Agreement may include Agreements, Contract Awards, Contract Documents, Purchase Orders and Service Contracts.
2.2. ***Signature Authority***.
2.2.1. Signature Authority is based on RRISD Policy CH(LOCAL).
2.2.2. Only those individuals that have been identified by District leadership shall be considered authorized to sign and bind the District under contract.
2.2.3. At a minimum, the Superintendent shall sign all contract agreements unless a designee has been assigned. Designees include:
2.2.3.1. Chief Financial Officer; and
2.2.3.2. Director of Purchasing and Materials Management.
2.2.4. It is the responsibility of the Contractor to ensure that a Contract has been properly executed before any items are shipped or work has been started.
2.2.5. The District will not be liable for any expenses to the Contractor for Contracts or Agreements that have not been properly executed with the signatories listed above or by District policy.
2.3. ***Interpretation***.
2.3.1. The Contract Documents are intended by the Contractor and the District as a final, complete and exclusive statement of the terms of their agreement.
2.3.2. No prior arrangements, past performance, oral agreements or other factors between the Contractor and the District shall be relevant to supplement or explain any term used in the Contract Documents.
2.3.3. Although the Contract Documents may have been substantially drafted by one party, it is the intent of the Contractor and the District that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other.
2.3.4. 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.
2.4. ***Jurisdiction and Venue***.
2.4.1. The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Business and Commerce Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction.
2.4.2. All issues arising from this Contract shall be resolved in the courts of Williamson County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts.
2.4.3. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the District to seek and secure injunctive relief from any competent authority as contemplated herein.
2.5. ***Modification***.
2.5.1. The Contract Documents, terms, covenants and conditions can be modified or amended only in writing, when executed by both parties.
2.5.2. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
2.6. ***Termination for Cause or Default***.
2.6.1. In the event of performance issues or default by the Contractor, the District shall have the right to terminate the Contract Award in whole or in part, by written Notice of Termination effective in ten (10) days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the District's reasonable satisfaction that such default does not, in fact, exist.
2.6.2. In addition to any other remedy available under law or in equity, the District will be entitled to recover all actual damages, costs, losses and expenses, incurred by the District as a result of the Contractor's default, including, without limitation, cost of recovery, reasonable attorneys' fees, court costs, and prejudgment and post judgment interest at the maximum lawful rate.
2.6.3. Additionally, in the event of a default by the Contractor, the District may debar the Contractor from the District's Vendor Bid Notification list for a minimum of one year. The length of District debarment is to be determined by District administration based on the reason for default or cause, which may include permanent removal from the notification system.
2.6.4. All rights and remedies under the Contract Award are cumulative and are not exclusive of any other right or remedy provided by law.
2.7. ***Termination for Convenience***.
2.7.1. 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.

2.7.2. 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.

2.8. ***Assignment – Delegation***.

2.8.1. 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 the prior written consent of the District.

2.8.2. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph.

2.8.3. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.

2.8.4. If the Contractor (seller) has sold their business and the Contract is conveyed to another business entity (buyer) 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.

2.9. ***Waiver***.

2.9.1. No claim or right arising out of a breach of the Contract Award can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.9.2. No waiver by either the Contractor or the District of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract Award, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

3. **GOODS-RELATED CONTRACT**.

3.1. ***General***.

3.1.1. Goods are to be delivered to the required destination(s) within the number of District Business Days as identified within the Solicitation after receipt of order (ARO).

3.1.2. All products shall be delivered F.O.B. destination, freight prepaid and allowed unless otherwise indicated within the Contract Award.

3.1.3. Ordering and delivery will involve various locations within the District, unless otherwise specified within the purchase order.

3.2. ***Hours for Delivery***.

3.2.1. Delivery of all goods shall be made during the normal working hours listed below for departments of the District unless prior approval for after-hours delivery has been obtained from the District.

3.2.2. For larger orders or deliveries requiring large trucks, the Contractor should notify the receiving department prior to arrival.

3.2.2.1. All Schools. Delivery times shall be 9:00 AM to 3:00 PM on District School Days.

3.2.2.2. District Distribution Center (Warehouse) and Other Facilities. Delivery times shall be 8:30 AM to 4:30 PM on District Business Days.

3.3. ***Facilities.*** With the exception of the District Distribution Center, no other facilities have areas available for dock-level deliveries.

3.4. ***Inside Delivery***. The Contractor shall make inside deliveries within a facility to a location determined by the District if required within the Solicitation.

3.5. ***Expedited Deliveries***.

3.5.1. In case of an urgent need for an expedited delivery by the District, the Contractor is requested to supply the needed material immediately, if possible.

3.5.2. If the Contractor cannot respond, the emergency requirement may be purchased on the open market. Such purchases shall not be considered a breach of Contract by the District or the Contractor.

3.6. ***Shipment of Goods under Reservation Prohibited***. The Contractor is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of deliverables.

3.7. ***Packaging of Goods***.

3.7.1. The Contractor shall package all goods in accordance with good commercial practice unless otherwise instructed.

3.7.2. Each shipping container shall be clearly and permanently marked as follows:

3.7.2.1. The Contractor's name and address;

3.7.2.2. The District's name, address and purchase order or purchase release number if applicable;

3.7.2.3. Container number and total number of containers, e.g. box 1 of 4 boxes; and

3.7.2.4. The number of the container bearing the packing slip.

3.7.3. The Contractor shall bear all cost of packaging.

3.7.4. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. The District's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

3.8. ***Material Safety Data Sheet***. Contractor must provide, at no cost, at least one copy of any applicable Manufacturer's Material Safety Data Sheet(s) (MSDS) with each shipment, and upon request, during the term of the Contract. If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement.

3.9. ***Inspection and Testing***.

3.9.1. The District expressly reserves all rights under law, including but not limited to the Texas Business and Commerce Code, to inspect the Deliverables at delivery before them, and to reject defective or non-conforming Deliverables.

3.9.2. All goods are subject to inspection and testing for compliancy to the Contract specifications by the District.

3.9.3. When products tested fail to meet or exceed all applicable specifications, the cost of the product used and the cost of any testing shall be borne by the Contractor.

3.9.4. Goods, which have been delivered and rejected in whole or in part, may be, at the District's option, returned to the Contractor at Contractor's risk and expense or disposed of in accordance with the District's policies.
3.9.5. The Contractor may request that rejected goods be held at Contractor's risk for a reasonable period of time for later disposition at the Contractor's expense.
3.9.6. Latent defects may result in revocation of acceptance of any product.

3.10. ***Substitutions of Goods***.
3.10.1. All substitutions of goods require prior written approval of the District.
3.10.2. The District reserves the right to require the Contractor to offer possible substitutes if any material or equipment becomes unobtainable during the term of the Contract.
3.10.3. Outstanding orders are not automatically amended by an approved substitution.
3.10.4. During the contract term, Contractor may request a substitution of an item if the item is no longer manufactured, or has been discontinued or superseded by a replacement model, and is no longer available to the Contractor.
3.10.5. Substitution Approval Process. Under the forgoing or similar conditions, the Contractor may be granted an allowance of an item substitution under the following conditions:
3.10.5.1. The Contractor provides the District Purchasing Office with written verification from the manufacturer that the product is no longer manufactured, or has been discontinued or superseded by a replacement model, and is no longer available to the Contractor.
3.10.5.2. All substitution requests must be submitted within ten (10) District Business Days after the material facts are known.
3.10.5.3. If manufacturer has a substitution model, Contractor must provide product specifications along with a written letter requesting the item be substituted.
3.10.5.4. The substitution must meet or exceed all specification requirements associated with the original Solicitation.
3.10.5.5. If substitutions are made to an item that has accessories, the Contractor must also provide substitutions for accessories as applicable.
3.10.5.6. The Contractor will be expected to supply the substitute item at the same or better price than originally bid, unless the Solicitation provided a price increase provision and the substitute can meet the provision requirements.
3.10.5.7. Substitution will be in effect for the term of the contract or until another substitution is required.
3.10.5.8. All substitutions must be approved in writing by the Purchasing Office prior to its effect.
3.10.5.9. The District reserves the right to approve and disapprove substitutions or to cancel the items in its entirety and procure the items by a separate procurement process.

3.11. ***Electrical Items***. All electrical items furnished shall meet all applicable OSHA standards and regulations and bear the appropriate listing from UL, FMRC or NEMA.

4. **SERVICE-RELATED CONTRACT**.
4.1. ***Contractor's Obligation***. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Vendor's Solicitation Response in strict accordance with the terms, covenants, and conditions of the Contract Award and all applicable Federal, State, and local laws, rules, and regulations.

4.2. ***Competence of Contractor***.
4.2.1. 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 a Purchase Order or Contract Agreement.
4.2.2. Only qualified personnel trained in the required services shall be employed by the Contractor.
4.2.3. The Contractor shall obtain all licenses/permits required for the performance of the services.
4.2.4. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services, which they will perform under the Contract.
4.2.5. The Contractor, its employees, Subcontractors, and Subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, tobacco, illegal drugs or controlled substances while on the job or on the District's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs on the job.
4.2.6. The District reserves the right to prevent, forbid, and/or temporarily or permanently bar any of Contractor's employees, Subcontractors, or Subcontractor's employees from any District facility for whatever reason it determines necessary to maintain the safety, decorum, scheduling and day-to-day operations of the District.

4.3. ***Performance and Payment Bonds***.
4.3.1. The requirement for a performance and/or payment bond will be identified and the required value stated within the Solicitation as applicable.
4.3.2. All Bonds shall be written by a bonding company (insurance company) that is duly authorized to do business in the State of Texas, and which meets all requirements of Texas law in connection with its issuance of Bonds.
4.3.3. If any surety upon any Bond becomes insolvent or otherwise ceases to do business in the State of Texas, Proposer shall immediately furnish equivalent security to protect the interests of the District and of persons furnishing labor and materials in the performance of the work under the Contract.
4.3.4. If the amount of the Bond is in an amount in excess of ten percent (10%) of the surety company's capital and surplus, the District, as a condition to accepting the Bond, will require written certification that the surety company has reinsured the portion of the risk that exceeds 10% of the surety company's capital and surplus with one or more reinsurers who are duly authorized, accredited, or trusteed to do business in the State of Texas.
4.3.5. The Contractor shall deliver the bonds not later than the 10th District business day after the date the Contractor executes the contract unless the Contractor furnishes a bid bond or other financial security acceptable to the District.

4.3.6. Payment and Performance Bonds.
4.3.6.1. If required, bonds shall be presented by the Contractor to the appropriate District representative prior to commencement of work
4.3.6.2. Contractor will provide a Performance Bond and a Payment Bond, each in principal amount equal to 100% of the contract amount, conditioned that Contractor will faithfully perform all undertakings in the contract and will fully pay all persons furnishing labor and material in the prosecution of the work provided for in the contract.
4.3.6.3. The Performance Bond and Payment Bond are requested to be on forms supplied by the District.

4.4. ***Licensing and Certification***.
4.4.1. If the Contract requires licensing and/or certification to perform services as required, the Contractor shall provide only qualified licensed/certified individuals to perform such tasks.
4.4.2. The Contractor must maintain any required licenses/certification for the duration of the Contract.
4.4.3. The District reserves the right to require the Contractor to show proof of licensing/certification at any time during the Contract Term.

4.5. ***Place and Condition of Work***.
4.5.1. The District shall provide the Contractor access to the sites where the Contractor is to provide the goods or perform the services as required.
4.5.2. The Contractor acknowledges that it has satisfied itself as to the nature 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.
4.5.3. The Contractor hereby releases and holds the District harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

4.6. ***Compliance with Safety Regulations***.
4.6.1. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules and regulations in the performance of the services, including but not limited to those imposed by the District and by the Occupational Safety and Health Administration (OSHA).
4.6.2. In case of conflict, the most stringent safety requirements shall govern.
4.6.3. The Contractor shall indemnify and hold the District harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

4.7. ***Security and Background Investigations***.
4.7.1. Security and background investigations shall meet the requirements pursuant to Texas Education Code Section 22.083 -.087 as applicable.
4.7.2. The Contractor shall be responsible for ensuring the District is protected from potential threats that may be created by their employees.
4.7.3. The District will have the right to require Contractor's principles, Contractor's employees assigned to the Contract Award, Subcontractor's principles, and Subcontractor's employees assigned to the Contract Award, and any other individuals deemed to be providing services for the District to be investigated (including fingerprinting) for criminal records and/or history.
4.7.4. All expenses shall be incurred by the Contractor for performing background checks and will not be reimbursed by the District.
4.7.5. The District reserves the right to prevent, forbid, and/or temporarily or permanently bar any Contractor, Contractor's employees, Subcontractor, or Subcontractor's employees from any District facility for whatever security reason it determines necessary to maintain the safety of District employees and operations.
4.7.6. Criminal History Record Information. The following requirements are pursuant to Texas Education Code, Chapter 22, Section 22.0834, and District Policy CJA(LEGAL).
4.7.6.1. The Contractor shall perform national criminal history record checks on all individuals, either employed by the Contractor or working as a Subcontractor for the Contractor, which will be required to be on a District campus to perform the services stated herein. The Contractor shall provide proof of proper documentation of such checks as required by the District.
4.7.6.2. "National criminal history record information" means criminal history record information obtained from the Texas Department of Public Safety under Subchapter F, Chapter 411, of the Texas Government Code (TGC), and from the Federal Bureau of Investigation under Section 411.087, TGC.
4.7.6.3. It is not anticipated that under this Contract any Contractor's staff or Subcontractors will come into direct contract with students.
4.7.6.4. Individuals that may come in contact with students as defined by State of Texas statute shall be fingerprinted and the person's national criminal history record information researched to determine the individual's criminal history.
4.7.6.5. If, during the term of the Contract the State of Texas changes or implements new laws related to criminal history information, or the District changes or implements new policies or guidelines for contractors that will have contact with students, the Contractor will be subject to such changes.
4.7.7. Criminal Background Checks for Employees on Public Works Projects.
4.7.7.1. Pursuant to Texas Education Code, Chapter 22, Section 22.08341 (HB 3270, 85th Regular Legislative Session), covered employees do not include employees of a contracting or sub-contracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work if:
4.7.7.2. The public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001;
4.7.7.3. The employee's duties will be completed more than seven (7) days before a new instructional facility will be used for instruction; or

4.7.7.4. For an existing instructional facility, the work area contains sanitary facilities separated from all areas used by students by a fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any sub-contractor's employees from interacting with students or entering areas used by students.

4.8. ***Contractor Consultation and Probation***.

4.8.1. Probation Period for a New Contract Award.

4.8.1.1. The Contractor shall be under a probationary period for a minimum of ninety (90) days after the date of the contract award.

4.8.1.2. The District reserves the right to increase or decrease the period based on the Contractor's performance.

4.8.1.3. If during the probation period the Contractor is found to not meet the performance levels expected by the District, the District may choose to cancel the awarded contract based on cause, or to counsel the Contractor of the performance issues.

4.8.1.4. The District shall document and communicate such issues with the Contractor.

4.8.2. Counseling.

4.8.2.1. If a Contractor's performance issues exist, the District may elect to counsel the Contractor of such issues.

4.8.2.2. Counseling may be phone conversation, written communication, or physical meeting with the Contractor and the District.

4.8.2.3. If the Contractor does not heed such counsel and correct the identified issue, the District shall place the Contractor on probation.

4.8.3. Probation during the Contract Period.

4.8.3.1. If the Contractor's performance during any point of the contract term does not meet the requirements of the scope of work or the District's expectations, the Contractor may be placed on probation.

4.8.3.2. The probation and the issues establishing the action shall be provided to the Contractor in writing by the District's Purchasing Office.

4.8.3.3. A meeting may be required by the District and representative of the department or campus, to provide the Contractor an opportunity to address and understand the probation and its requirements.

4.8.3.4. The probation period shall be no less than thirty (30) days and no longer than ninety (90) days.

4.8.3.5. The probation may be removed by the District if the District believes the issues identified within the probation has been met and will not be reoccurring.

4.8.3.6. Probation will allow for the Contractor to receive purchase orders from the District.

4.8.3.7. Failure to meet the requirements of the probation by the Contractor shall be considered a violation of such probation and may be considered grounds for termination of the associated Contract and subsequent debarment from the District's suppliers list for a period for one (1) year.

4.8.3.8. In addition, such performance issues will be considered in the evaluation process in future solicitations and may have an effect on the Contractor's ability to receive an award.

4.9. ***Subcontractor***.

4.9.1. Where a Subcontractor may be used, the Contractor shall be fully responsible to the District for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions.

4.9.2. The District will not accept any obligation to pay or to see to the payment of any moneys due to any Subcontractor, except as may otherwise be required by law.

4.10. ***District Policy for Work Attire***.

4.10.1. The Contractor, its employees, and Subcontractor employees shall meet the minimum requirements of the District's dress code if required to have presence on District property.

4.10.2. A copy of the manual that includes the dress code can be provided to the Contractor upon request.

4.11. ***Insurance for Services Performed***.

4.11.1. Auto Liability. If the Contractor will be on District property with a vehicle or equipment, the Contractor must comply with all Texas Department of Public Safety requirements for auto liability insurance requirements, and must be able to prove coverage upon request.

4.11.2. State Certificate of Insurance. 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 Solicitation.

4.11.3. Waiver of Subrogation Endorsement. Waiver of Subrogation Endorsement in favor of the District shall be a part of each policy for coverage listed. The District will allow deductible policies. The Contractor shall pay the deductible amount. Such coverage shall remain in effect during the full term of service. Required insurance coverage is specified in the Solicitation.

4.11.4. Proof of Insurance. For the duration of this Contract, the Contractor shall provide proof and maintain the following insurance coverage applicable to liability which could be incurred in conjunction with this project:

4.11.4.1. Workers' Compensation as required by law.

4.11.4.2. Comprehensive Liability with Bodily Injury Limits of $500,000 for each accident and $1,000,000 for the aggregate. It shall include Property Damage Liability Insurance with limits of $500,000 for each accident and $1,000,000 for the aggregate.

4.11.4.3. Comprehensive Automobile Liability Insurance to cover all vehicles owned by, hired by, or used on behalf of the Contractor, with combined single limit of $1,000,000.

4.11.5. Certificate of Insurance.

4.11.5.1. A certificate of insurance for each of the above policies shall be delivered to the District before providing services as a result of a Contract Award.

4.11.5.2. At any time during the Contract Term or any extensions the Certificate of Insurance lapses, the Contractor shall provide to the District an updated certificate within thirty (30) days of policy.

4.12. ***Right to Audit***. 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 of agreement and for a period of five (5) years following expiration of the Contract.

4.13. ***Right to Self-perform***. At any time during the Contract Term, the District may elect to secure the funding necessary to move to self-perform such services and terminate the services of the Contractor.

4.13.1. The District shall provide sixty (60) calendar days' notice prior written Notice of Termination to the Contractor and the date to which the Contractor's services will no longer be required by the District.

4.13.2. The District will pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.