


RFP / 24-07-11 - DYAD Specialty Offerings (Small Contractor Services)

	REQUEST FOR PROPOSALS RFP # 24-07-11 RFP / 24-07-11 - DYAD Specialty Offerings (Small Contractor Services)
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PART I

The Houston Independent School District (“HISD” or the “District”) is soliciting proposals for **DYAD Specialty Offerings (Small Contractor Services)** as more fully set out in this Request for Proposals (“RFP” or “Solicitation”).

The following schedule and timelines apply to this RFP and may be strictly enforced by the District. The District, however, maintains sole discretion to adjust any deadline or timeline to suit the best interests of the District. As such, the following timelines are subject to change at the District’s discretion:

Timeline	
Release RFP	Friday, July 28, 2023
Last date for questions:	Friday, December 1, 2023, at 5:00 p.m. (CST)
Proposal Closing Date and Time/ Open Until	Friday, December 15, 2023, at 2:00 p.m. (CST)
Evaluation Period	As requested per administration
Board Meeting Date	Per CH(LOCAL) Policy

Solicitation Documents: HISD solicitation documents are made available online via HISD’s electronic bidding portal. It is the responsibility of the vendor submitting a proposal to register in the eBid portal and create a company profile to ensure that the HISD Purchasing Services Office has the appropriate company name, authorized representatives, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information. The HISD electronic bidding portal’s website is <https://houstonisd.ionwave.net/Login.aspx>.

Proposals Submission Method: Proposals must be submitted electronically using HISD’s electronic bidding portal by the established deadline. Faxed or emailed proposals will not be accepted. Proposals must be submitted in sufficient time to be received and time stamped by HISD’s electronic bidding portal on or before the proposal closing date and time. HISD’s electronic bidding portal does not accept responses/submissions after the published closing date and time. Note that if a vendor begins responding to the bid request but does not click “submit” by the time the RFP is scheduled to close, the proposal/submission will not have been submitted. In addition, the eBid portal will not allow the submission of proposals missing information or attachments marked as required within the eBid portal. Therefore, bidders are encouraged to allow for sufficient time in the electronic bid submission process to work through any system related errors. HISD will not be responsible for proposals submitted late for any reason.

RFP / 24-07-11 - DYAD Specialty Offerings (Small Contractor Services)

Last day for questions is Friday, December 1, 2023, at 5:00 p.m. (CST) Central Standard Time.

Proposals Closing Deadline: Proposals will be received via HISD's electronic bidding portal until Friday, December 15, 2023, at 2:00 p.m. (CST) Central Standard Time.

Proposals will be opened and reviewed as received but will be done in a manner that avoids disclosure to competitors. A formal public opening will not be held unless required by applicable law.

Retracting Proposals: Once submitted, HISD will not return proposals to vendors. A proposal that has been submitted via HISD's electronic bidding portal may be withdrawn prior to the deadline for submission of proposals.

Late Proposals: Responses submitted after the due date and time noted in this solicitation shall not be considered. The time and date stamp clock in HISD's electronic bidding portal shall be the official date and time of receipt. It shall be the sole responsibility of the vendor to ensure that the proposal is received by HISD's electronic bidding portal by the specified deadline. There shall be no exceptions to these requirements.

HISD Purchasing Services Representative: [David Contreras](#) shall serve as the designated Category Specialist during the solicitation process and is available via email at David.Contreras@houstonisd.org. All communications pertaining to the RFP shall be addressed in writing to the Category Specialist.

Questions: Questions concerning this Solicitation will be answered only if sent in writing through the electronic bidding portal under the "Questions" tab before the due date referenced. All answers to questions will be issued as Addenda to this solicitation and will be posted on the electronic bidding portal under the "Questions" tab periodically. Vendors must refer to the electronic bidding portal to obtain responses to specific questions related to this solicitation.

Retention of Proposals: All proposals submitted in response to this solicitation are the property of HISD.

Appeal/Protest Process: Any vendor who submitted a proposal may appeal the District's award of a contract, if the appeal is based on deviations from laws, rules, regulations, or Board of Education policies. Board of Education Policy [GF \(LOCAL\)](#) applies to vendors wishing to appeal an award of a contract.

Payment of HISD Taxes: HISD's Board of Education has approved a resolution establishing policy requiring Vendor(s) to have paid all assessed taxes and be free of any indebtedness to the District before a project is awarded. Vendors (whether Corporate, Partnership, or Sole Owner) must indicate whether they are current on HISD Property Taxes and are free of any indebtedness to HISD in the Bid Attributes section of HISD's electronic bidding portal. Vendors shall detail any indebtedness, including personal and real property taxes, in the Bid Attributes section of HISD's electronic bidding portal.

Award: The District may award one or more contracts as a result of this RFP, in its discretion, to **one or more vendor(s)** based upon the evaluation of proposals. More details regarding the evaluation of proposals are included in Section I below. **Part II Agreement Terms and Conditions** governs this RFP and any contract(s) awarded under this RFP, which can be found under the "Attachments" tab in the electronic bidding portal

RFP / 24-07-11 - DYAD Specialty Offerings (Small Contractor Services)



Alexis Licata, Officer, Business Logistics & Purchasing

RFP / 24-07-11 - DYAD Specialty Offerings (Small Contractor Services)

SECTION I: INSTRUCTIONS FOR PROPOSALS; PROPOSAL RESPONSE REQUIREMENTS

1. Read the solicitation document(s) provided under the “Attachments” tab to learn about the services requested by Houston ISD and the associated terms, conditions, and specifications of this solicitation and any resulting award recommendation;
2. Read all the information listed under the “Attributes” tab to familiarize yourself with the information being provided or requested by the District;
3. Gather the information you will need to prepare your proposal;
4. Provide all the required information (Bid Attributes), completed forms, and/or other documents (Response Attachments), as requested per the instructions in this Solicitation; and finally,
5. Submit your proposal prior to the bid submission deadline.

Compliance with Specifications: Vendors are required to respond to all requests identified in this RFP and indicate their acceptance or objection to the terms of the RFP and the terms of the Agreement (Part II). Each vendor, by submitting its proposal, represents that the vendor has read and understands the RFP and the Agreement and agrees to abide by their terms and conditions.

Proposal Submission Requirements: All vendors must respond to this RFP using the HISD electronic bidding portal. The forms and questionnaire(s) must be completed, signed, scanned, and attached under “Response Attachments” tab in the electronic bidding portal as applicable. Please ensure that you respond to all Bid Attributes in this Request for Proposals. Vendors must complete all attributes and any line items specific to this solicitation to ensure compliance with all local, state, and federal laws, policies and regulations required by the District.

The following Vendor forms, questionnaires, and documents provided under the “Attachments” tab must be reviewed, completed, and/or uploaded under the “Response Attachments” tab as applicable in HISD’s electronic bidding portal:

- **VENDOR DOCUMENT:** RFP - Part I - Scope of Work & Specific Conditions
- **VENDOR DOCUMENT:** RFP - Part II - HISD Standard Terms & Conditions
- **VENDOR FORM:** HB 1295 - Certificate of Interested Parties
- **VENDOR FORM:** IRS FORM W-9 (Rev. 10-2018)
- **VENDOR FORM:** Conflict of Interest Questionnaire (Form CIQ)
- **VENDOR FORM:** Criminal History Background Check
- **VENDOR PRICING:** HISD Fingerprint Appointment Registration

SPECIFIC INSTRUCTIONS: VENDOR DOCUMENTS, QUESTIONNAIRES & FORMS

1. **RFP - Part I - Scope of Work & Specific Conditions:** Vendors must review thoroughly the attached SOW and specific conditions associated with this RFP and upload an official Resume or Curriculum Vitae in response to this solicitation under the "Response Attachments" tab.
2. **RFP - Part II – HISD Terms & Conditions:** Vendors must review thoroughly the attached Terms & Conditions associated with this RFP.
3. **HB 1295 Certificate of Interested Parties:** Vendor must complete the form online at

RFP / 24-07-11 - DYAD Specialty Offerings (Small Contractor Services)

<https://www.ethics.state.tx.us/filinginfo/1295/> and upload the completed and signed form under the "Response Attachments" tab. Ensure to name "Houston ISD" as the Governmental Entity and the RFP Number referenced in this solicitation as the Contract ID Number.

4. **IRS FORM W-9 (Rev. 10-2018):** Vendor must download this form, complete it, and upload the completed and signed form under the "Response Attachments" tab. Vendors must ensure that the Legal Name and the Taxpayer Identification Number (TIN) entered on this form matches exactly with the information referenced in their IRS income tax return.
5. **Conflict of Interest Questionnaire (Form CIQ):** Vendors must download this form, complete it, and upload completed and signed form under the "Response Attachments" tab. If the prospective vendor doesn't have any conflict of interest to disclose, then enter your individual or company name on line 1, enter "Not Applicable" or "N/A" on line 3, and then sign and date on line 7.
6. **Criminal History Background Check:** All vendors are required to download this form and then upload a completed and signed copy under the "Response Attachments" tab. The purpose of this form is for vendors to indicate whether their engagement with Houston ISD under this project/contract will involve direct contact with students, as defined within the form.
7. **HISD Fingerprint Appointment Registration:** All vendors who may or will have direct contact with students and continuing duties in connection with this contract must be fingerprinted as indicated in the Solicitation. Vendors should provide a copy of this form to their employees and/or subcontractor employees so that they may schedule an appointment to be fingerprinted. All employees/subcontractor requiring to be fingerprinted should not perform services in connection with this contract until HISD has reviewed their criminal history background and cleared them to perform services.

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RFP / 24-07-11 - DYAD Specialty Offerings (Small Contractor Services)

SECTION II: SCOPE OF WORK

2.1 SCOPE OF WORK:

HISD is looking to obtain proposals from qualified, responsible vendors that can provide **DYAD Specialty Offerings (Small Contractor Services)**.

Houston ISD will engage the contractor(s) based on District's needs. Houston ISD may make multiple awards and engage in contract(s) as needed with multiple vendors to meet client and division needs. The intent of this request is to establish a list of pre-approved companies or individuals that can provide services to the District.

Houston ISD reserves the right to open supplemental RFPs to this RFP during the term of this contract to allow for additional vendors not included in the initial award to be evaluated at a later date if the need so arises. Vendors participating in the supplemental RFP's will have to comply with all requirements, scope and conditions as noted in the original RFP.

Contracted services are the services of either an individual or company (hereby referred to as "Independent Contractor"), who renders services to the District on a short or infrequent term, on a fee or per diem basis, and does not involve the traditional relationship of employer and employee. Contractor will provide the category of service(s) (Collectively the "Services"), which are further described below, as defined in this Agreement.

The District reserves the right to determine if a specialized service is acceptable. If the services are deemed unacceptable, no award will be made to the respondent. This RFP expressly excludes professional services, as defined by statute, including, but not limited to, Texas Education Code Section 44.031(f) and/or Texas Government Code Section 2254.002(2), including, without limitation, architecture and professional engineering services.

Background: Houston Independent School District (HISD). According to 2020-2021 Facts and Figures, HISD, located in Harris County, Texas, is among the largest employers in Houston with a 2020 – 2021 budget exceeding \$1.9 billion. It operates as the largest public-school system in Texas and the seventh largest in the US. HISD serves a population of approximately 196,171 students covering 280 campuses including elementary schools, middle schools, high schools, charter schools, and community-based alternative programs.

Terms: The tentative term of this Project is from **August 1, 2023, through July 31, 2024, with two (2) automatic annual renewals, not to extend beyond July 31, 2026**. Thereafter, HISD at its sole discretion may elect to either extend the Project for a term not to exceed 90 days for business continuity purposes, if needed.

1. HISD is looking to obtain proposals from qualified, responsible vendors that can provide **DYAD Specialty Offerings (Small Contractor Services)** including but not limited to the following:
 - A. Sports & Fitness
 1. Yoga
 2. Spin
 3. Karate

RFP / 24-07-11 - DYAD Specialty Offerings (Small Contractor Services)

4. Boxing
5. Martial Arts
6. Fitness and Nutrition

B. Music & Fine Arts

1. Piano
2. Guitar
3. Mariachi
4. Theatre

C. Dance

1. Ballet Folklorico
2. Sewing
3. Art

D. 21st-Century Media & Technology

1. Photography
2. Videography
3. Movie Maker Production
4. Video Production

E. Hands-On Science

1. STEM
2. Gardening
3. Robotics

2. Should your service not be listed above, vendors are encouraged to submit an alternate scope of work for consideration on IonWave under the "Attributes" tab, attribute number seven (7).
3. Please note that DYAD Consultants are paid \$30.00 per hour.

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RFP / 24-07-11 - DYAD Specialty Offerings (Small Contractor Services)

2.2 EVALUATION FACTORS: The evaluation committee will conduct a comprehensive, fair, and impartial evaluation of responsive proposals received. Each proposal timely submitted will be analyzed to determine overall responsiveness and completeness as defined in the RFP, including its scope section and in the instructions on submitting a proposal section. Failure to comply with the requirements of the RFP or submission of an incomplete proposal may deem a proposal non-responsive and may, at the discretion of the Evaluation Committee, be eliminated from further evaluation.

If the evaluation committee has reasonable grounds to believe that a vendor is unable to perform the required services or delivered the required goods to the satisfaction of HISD, HISD reserves the right to disqualify a proposal. Some indicators (but not a complete list) of vendor performance concerns are: past vendor performance; the vendor’s financial resources and ability to perform; the vendor’s experience or demonstrated capability and responsibility; and the vendor’s ability to provide a reliable on-going business relationship and the maintenance of on-going agreements and support.

Following the review and scoring of responsive proposals, the evaluation committee will make a recommendation to the HISD Board of Education for contract award. HISD will base a recommendation for contract award on the following factors, in accordance with Texas Education Code § 44.031:

Criteria #	Criteria Description	Weighted Value
1	The purchase price	30%
2	The reputation of the Vendor and of the Vendor’s goods and/or services	30%
3	The quality of the Vendor’s goods and/or services	25%
4	The extent to which the goods and/or services meet the District's needs	10%
5	The Vendor’s past relationship with the District	5%
6	The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses	0%
7	The total long-term cost to the District to acquire the Vendor’s goods and/or services	0%
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: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state	0%
9	Any other relevant factor specifically listed in the request for bids or proposals	0%
	TOTAL	100%

RFP / 24-07-11 - DYAD Specialty Offerings (Small Contractor Services)

2.3 VENDOR PERFORMANCE EVALUATION:

1. Vendor Performance Evaluation Criteria: The following areas may be evaluated quarterly, annually, or as needed by the requesting school and/or department:
 - a. Quality of Product/Service
 - b. Delivery of Product/Service
 - c. Customer Service
 - d. Accuracy of Price
 - e. Comments and/or Concerns
 - f. Quarterly Meetings (as needed)
 - g. Response Time
 - h. Other Areas as per the Scope of Work and Questionnaire



HOUSTON INDEPENDENT SCHOOL DISTRICT
AGREEMENT TERMS AND CONDITIONS PART II

TABLE OF CONTENTS

Revised 07.12.2021

1.1	Definitions and Terms	4
1.2	Code of Silence; Conflicts of Interest; Business Ethics	4
1.3	Specifications	5
1.4	Reservation of Rights	6
1.5	Entire Agreement.....	6
1.6	Term	7
1.7	Pricing.....	7
1.9	Payment	8
1.10	Insurance.....	8
1.12	Safety; Workforce.....	9
1.13	Certification of Vendor - Nationwide Criminal Background Checks:.....	9
1.14	Hazardous Materials	9
1.15	Support.....	10
1.16	Record Retention and Right to Audit	10
1.17	Confidential Information.....	10
1.18	Student Confidentiality	11
1.19	Ownership of Work Product	11
1.20	Quantity; Other Governmental Entities' Use of Agreement	11
1.22	Defective/Non-Conforming Work.....	12
1.23	Default Conditions	12
1.24	Warranties	13
1.25	Work Stoppage.....	13
1.26	Dispute Resolution.....	13
1.27	Termination.....	13
1.28	Non-Appropriation of Funds	14
1.29	Non-Assignment.....	14
1.30	Force Majeure	14
1.31	Equal Opportunity.....	14
1.32	Governing Law; Venue	15
1.33	Relationship of the Parties.....	15
1.34	Compliance with Laws	15
1.35	No Waiver of Immunity.....	16
1.36	No Waiver of Breach	16
1.37	Indemnification	16

1.38 Notice 16
1.39 Section Headings; Interpretation 17
1.40 Third Party Beneficiaries 17
1.41 Unenforceable Sections 17
1.42 Business Certificates/HISD Taxes 17
1.43 Attorneys’ Fees 17

This Agreement (as defined in Section 1.1.1 and Section 1.5) shall govern each purchase by HISD from Vendor and are part of the terms and conditions of each purchase/work order issued in connection with this solicitation.

A response to this solicitation (i.e., a submitted proposal) is an offer to contract with HISD based upon the terms, conditions, scope of work, and specifications contained in this solicitation and this Agreement. A solicitation/proposal does not become a contract unless and until it is accepted by HISD after all necessary approvals, including any required approval by the HISD Board of Education (“Board award”). A contract is formed when an authorized HISD representative(s) signs the Execution of Offer form. The proposer must submit a signed Execution of Offer Form in the Response Attachment section of the HISD eBid system, thus eliminating the need for the formal signing of a separate contract.

This Agreement is entered into between Houston Independent School District and Vendor, having submitted a proposal in response to a procurement solicitation issued by HISD and whose proposal has been accepted and awarded by HISD. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HISD and Vendor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

1.1 DEFINITIONS AND TERMS: In this solicitation, terms are used as follows:

- 1.1.1 “Agreement” means the terms and conditions of this Part II Agreement Terms and Conditions and as further defined in Section 1.5.
- 1.1.2 “HISD” or the “District” refers to Houston Independent School District.
- 1.1.3 “Proposal” includes a proposer’s entire submission submitted in response to this solicitation, including documents, forms, information, etc. submitted by a proposer in response to this solicitation.
- 1.1.4 “Solicitation” refers to the procurement solicitation issued by HISD to request proposals for goods and/or services. The term includes any method used by the District to request goods and/or services (i.e., RFP, RFQ, CB, CSP, etc.). The words “bids,” “requests for proposals,” “solicitation,” “procurement solicitation,” “procurement,” “RFP,” and their derivatives may be used interchangeably. The solicitation includes all parts/sections of the solicitation, including all Addenda thereto.
- 1.1.5 “Term” as used in this Agreement means the then-current term of the Agreement, whether the initial term or a renewal term. The Term is further defined in Section 1.6.
- 1.1.6 “Vendor” refers to the person(s), firm(s), and entity(ies) that submit proposals to this solicitation and/or to whom a contract is awarded pursuant to this solicitation.
- 1.1.7 Singular terms shall include the plural and vice versa. A gender reference includes both genders.

1.2 CODE OF SILENCE; CONFLICTS OF INTEREST; BUSINESS ETHICS: The Board of Education (Board) has adopted a “Code of Silence” policy (ref. [Board Policy CAA \(Local\)](#)) and a “Conflict of Interest Disclosures” policy (ref. [Board Policy BBFA \(Local\)](#)) to enforce its commitment to ethical contracting standards and improve accountability and public confidence. It is important to avoid both the appearance of conflicts and actual conflicts of interest.

1.2.1 The “Code of Silence” shall mean a prohibition on any communication regarding any solicitation, bid, or other competitive solicitation between:

1. Any person who seeks an award from the District or its affiliated entities (including, but not limited to, the HISD Foundation and the HISD Public Facility Corporation), including a potential Vendor or Vendor's representative, and
2. Board members, the Superintendent of Schools, senior staff members, principals, department heads, directors, managers, or other District representatives who have influence in the evaluation or selection process.

The “Code of Silence” time period shall begin when the solicitation is issued and ends upon the execution of the contract. During the “Code of Silence”, campaign contributions, gifts, donations, loans, and any other items of value are prohibited between these parties, including candidates who have filed for election to the Board.

The “Conflicts of Interest Disclosures” requires a Board member to disclose and recuse himself or herself from voting on any contract, agreement, or any other District transaction involving an entity or related officer and/or key employee who has provided campaign contributions during the preceding 12-month period in excess of \$2,000.

Board Policy CAA (Local) [http://pol.tasb.org/Policy/Download/592?filename=CAA\(LOCAL\).pdf](http://pol.tasb.org/Policy/Download/592?filename=CAA(LOCAL).pdf) pertaining to the “Code of Silence” and Board Policy BBFA (Local) [http://pol.tasb.org/Policy/Download/592?filename=BBFA\(LOCAL\).pdf](http://pol.tasb.org/Policy/Download/592?filename=BBFA(LOCAL).pdf) pertaining to “Conflicts of Interest Disclosures” are attached by URL link above and incorporated by reference. Please review the policies carefully and ensure that the policies are followed in all respects. Vendor agrees and understands that non-compliance with the “Code of Silence” policy may result in disqualification. Furthermore, the failure of a Board member to disclose a conflict of interest may result in the debarment of a Vendor for 24 months.

1.2.2 During the course of this Agreement, Vendor will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No gift, favor, loan, service, entertainment, or anything of more than token value shall be accepted by a District employee from any District vendor or prospective vendor seeking to do business with the District. See HISD Policy CDC (Local). Items of token value include trinkets of minimal value such as coffee mugs, key chains, caps, and the like. If at any time Vendor believes there may have been a violation of this obligation Vendor shall notify HISD of the possible violation. HISD is entitled to request a representation letter from Vendor, its subcontractors or agents at any time to disclose all things of value passing from Vendor, its subcontractors or agents to HISD’s personnel or its authorized agents and representatives.

1.3 SPECIFICATIONS: By submitting a proposal, Vendor agrees to provide the goods/services in full accordance with the specifications outlined in the solicitation and this Agreement, as requested by HISD, notwithstanding existing material and/or labor market conditions. Vendor shall examine and be familiar with all requirements and obligations of the entire solicitation. Failure to do so will be at the Vendor’s risk. Whenever an article or material is defined by HISD in this solicitation by describing a proprietary product or by using the name of a manufacturer or brand name, the term “or equal” if not inserted shall be implied (as applicable). The specified article or material shall be understood as indicating type, function, minimum

standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency (as applicable).

The evaluation criteria for the award of this solicitation are set forth in Part I of this solicitation. All exceptions to the specifications and requirements of the solicitation and/or to this Agreement must be noted in detail in the "Note to Buyer" section of Vendor's eBid submitted proposal. HISD reserves the right to review, negotiate, and/or reject any exception(s) to the solicitation and/or to this Agreement in its sole discretion. In the event that a project is awarded to a Vendor and the Vendor requests changes to the Agreement or the District's purchase order that were not included as exceptions in the Vendor's proposal and were accepted by the District at the time of contract award, the District reserves the right to cancel the award and re-award the project to an alternate vendor.

All costs related to the preparation and submission of a proposal shall be paid by Vendor. Issuance of this solicitation does not commit HISD, in any way, to pay any costs in the preparation and submission of the proposal. The issuance of the solicitation in no way obligates HISD to award, enter into an agreement, or purchase any goods and services.

1.4 RESERVATION OF RIGHTS:

- 1.4.1** HISD reserves the right to cancel this solicitation in whole or in part by issuance of a revised or amended procurement solicitation.
- 1.4.2** HISD further reserves the right to award one or more contracts, in part or in whole, to a single or to multiple prospective vendors or proposers. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with HISD. HISD may make multiple awards, and this fact should be taken into consideration by each proposer.
- 1.4.3** HISD assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a proposal or any amendments or addenda, participating in pre-proposal conferences, participating in any negotiation sessions or discussions, or any other costs incurred by proposers prior to award of a contract pursuant to this solicitation.
- 1.4.4** HISD reserves the right to reject any and/or all proposals, to award contracts for individual goods or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interests of the District. HISD further reserves the right to accept, reject, or negotiate modifications in any terms of a proposed vendor's proposal or any parts thereof. HISD further reserves the right to waive any formalities or technicalities if deemed in the best interest of the District. HISD also reserves the right as sole judge of quality and equality.
- 1.4.5** The District reserves the right in its sole discretion to accept the proposal(s) it considers the best value for the District and the right to waive any minor irregularity in the proposal(s). Additionally, the District reserves the right to waive any requirements of the solicitation. The District further reserves the right to reject all proposals and seek new proposals when such action would be deemed in the best interests of the District.

1.5 ENTIRE AGREEMENT:

- 1.5.1** This Agreement, the procurement solicitation issued by HISD (including Parts I, II, and III and the bid attributes included in the eBid system), and Vendor's proposal submitted in response to HISD's procurement solicitation, and the attached and incorporated addendum, exhibits,

and/or forms, including HISD's Vendor Packet (including all certifications therein), contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement.

- 1.5.2 The District reserves the right to require any modification(s)/amendment(s) to the Agreement terms if the modifications/amendments are deemed to be in the best interest of the District and do not substantially change the scope of the Board award. Further, no amendment of this Agreement shall be permitted unless first approved in writing by HISD, and no such amendments shall have any effect unless and until a written amendment to this Agreement is executed by HISD's Superintendent or its Chief Financial Officer (or their designees) after any necessary approvals have been obtained from the HISD Board of Education.
- 1.5.3 In the event Vendor desires that HISD execute a license agreement or other contract document, Vendor must upload the document(s) with its proposal in HISD's eBid system, and the District reserves the right to review and amend any such document or reject the document in its entirety, in the District's sole discretion.
- 1.5.4 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY VENDOR FORM, PROPOSAL OR DOCUMENTATION, THE TERMS AND CONDITIONS OF THE AGREEMENT AS INTEGRATED HEREIN SHALL BE CONTROLLING IN ALL INSTANCES. No pre-published terms on Vendor's order acknowledgments, invoices, or other forms shall have any force or effect.
- 1.5.5 To the extent there is any conflict between or among the documents composing the Agreement, the following hierarchy (from most to least authoritative) shall prevail: (i) this Agreement and the District's issued purchase/work order, (ii) the procurement solicitation issued by the District, and (iii) the portion(s) of Vendor's proposal agreed to and accepted by the District.

1.6 TERM: Unless otherwise provided in the Section I of the solicitation, or required by the District, this Agreement shall be for a period of one (1) year from the effective date of the Agreement. Subject to Section 1.28 of the Agreement, the Agreement will automatically renew in one-year increments (for a maximum of two (2) one-year renewal terms) unless either party provides notice to the other party sixty (60) days in advance of the renewal date stating that the party wishes to discuss modification of the terms or not renew the Agreement. At the District's option, there may be an additional 90-day transitional period added to the end of the initial term or any renewal term. The Agreement prices, terms and conditions are to remain in force during the transitional period unless mutually agreed upon by both parties. Should the Agreement with the Vendor terminate during the initial or any renewal term for any reason, the District reserves the right to have the same transitional period, prices, terms and conditions as if the Agreement terminated at the expiration of that term.

1.7 PRICING:

1.7.1 All pricing shall be firm for the Term of the Agreement.

1.7.7 HISD is exempt from and will not be responsible for payment of any taxes, including local, state and federal taxes. If taxes are imposed on the goods and/or services purchased, the District will not be responsible for payment of the taxes; Vendor shall absorb the taxes entirely. The District will supply tax exemption information upon request.

1.9 PAYMENT:

1.9.1 HISD payment terms for this RFP are every two (2) weeks. Vendors will be required to clock in/out utilizing time clock system.

1.9.5 Payment will be made upon receipt and acceptance by HISD of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government code VTCA. Vendor is required to pay subcontractors within ten (10) days.

1.10 INSURANCE REQUIREMENTS: Insurance is recommended but not required.

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1.12 SAFETY; WORKFORCE:

1.12.3 In the event of loss, damage, or destruction of any property owned by or loaned by HISD that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall indemnify HISD and pay to HISD the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Vendor's receipt of written notice of HISD's determination of the amount due. If Vendor fails to make timely payment, HISD may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by HISD.

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1.13 CERTIFICATION OF VENDOR (and if applicable, subcontractor) NATIONWIDE CRIMINAL BACKGROUND CHECKS: Pursuant to sections 22.085 and 22.0834 of the Texas Education Code and HISD Policy CJA (Legal), Vendor must obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at HISD. Vendor must also certify to HISD that it has complied and must obtain similar certifications from its subcontractors. Vendor understands that if an employee, subcontractor, or volunteer has a Disqualifying Criminal History, the District may elect not to enter into this Contract or may elect to cancel the Contract. "Covered employees" means: Employees of a contractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. HISD will be the final arbiter of what constitutes continuing duties and direct contact with students. Public Works Exception to Covered Employees: Covered employees do not include employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work if: (1) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; (2) the employee's duties will be completed more than seven (7) days before a new instructional facility will be used for instruction; or (3) 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 subcontractor's employees from interacting with students or entering areas used by students. "Disqualifying Criminal History" means: (1) a conviction or other criminal history information designated by HISD; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b). Vendor must provide certification of this requirement under the "Attributes" Tab on HISD's electronic bidding portal.

1.14 HAZARDOUS MATERIALS: In the performance of Vendor's services, Vendor shall not cause any release

of Hazardous Substances, including asbestos, or contamination of the environment, including the soil, the atmosphere or any water course or ground water. Vendor shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of Vendor's activities.

1.15 SUPPORT: Vendor shall provide timely and accurate technical advice and sales support to HISD and HISD staff. Vendor shall respond to requests for customer support within one (1) business day after receipt of the request. Vendor shall provide training to HISD staff regarding products and/or services supplied by Vendor, at no additional charge, if requested by HISD.

1.16 RECORD RETENTION AND RIGHT TO AUDIT: The District, upon written notice, shall have the right to audit all of Vendor's records and accounts relating to this Agreement. Records subject to audit shall include, but are not limited to, records which may have a bearing on matters of interest to HISD in connection with Vendor's work for HISD, such as, but not limited to, Vendor's invoices, authenticating the origin, Material Safety Data Sheet (MSDS), shelf life of products and/or other similar types of documents, and shall be open to inspection and subject to audit and/or reproduction by the District and its authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

- a. Vendor's compliance with this Agreement and the requirements of this solicitation,
- b. compliance with HISD procurement policies and procedures,
- c. compliance with provisions for computing billings to HISD, and/or
- d. any other matters related to this Agreement.

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all goods and/or services provided by Vendor to HISD under this Agreement. Vendor shall preserve all records relating to this Agreement for a period of five (5) fiscal years, or for such longer period as may be required by law, after final payment relating to this Agreement.

When federal funds are expended by HISD pursuant to this Agreement, Vendor certifies that it will comply with the record retention requirements detailed in 2 C.F.R. § 200.333. Vendor further certifies that Vendor will retain all records as required by 2 C.F.R. § 200.333 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Vendor further agrees that HISD, any federal entity or agency with jurisdiction, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

1.17 CONFIDENTIAL INFORMATION: In the course of performing duties under this Agreement, Vendor may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and school districts being served by HISD and employees of HISD. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of HISD, either during the Term of this Agreement or after such Term. Vendor acknowledges that HISD would be irreparably injured if Vendor were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for Vendor's own purposes or benefit and that money damages would not compensate HISD

for such irreparable injury.

1.18 STUDENT CONFIDENTIALITY: Vendor acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of students' personally identifiable information and education records in accordance with applicable law and regulations, including, but not limited to, the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"). Any student information provided to Vendor shall be provided in compliance with the requirements and exceptions outlined in FERPA. Vendor must comply with said law and regulations and safeguard student information. Vendor acknowledges that to the extent Vendor receives confidential student information during the performance of duties under this Agreement, Vendor is considered a "school official" in accordance with FERPA. Vendor may not disclose confidential student information to a third party without prior written consent from the parent or eligible student. Vendor must destroy any student information received from the District when no longer needed for the purposes of the Agreement.

1.19 OWNERSHIP OF WORK PRODUCT: Vendor represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement. All work product, including any concepts, products, software, research, reports, studies, data, photographs, negatives, or other documents, drawings or materials prepared by Vendor in the performance of its obligations under this Agreement will be deemed works for hire and the exclusive property of HISD, the Texas Education Agency, the State of Texas, and/or the federal government, as applicable. Vendor shall deliver all such materials to HISD upon completion, termination, or cancellation of this Agreement. Any programs, data, or other materials furnished by HISD for use by Vendor in connection with the Services performed under this Agreement will remain HISD's property. Any pre-existing programs, data, or other materials furnished and owned by Vendor for use by Vendor in connection with the Services performed under this Agreement will remain Vendor's property. Vendor may not use the District's official name or logo, or any phrase associated with the District, without the written permission from the Board of Education, the Superintendent of Schools, or their designee.

1.20 QUANTITY; OTHER GOVERNMENTAL ENTITIES' USE OF AGREEMENT:

1.20.1 Any contract resulting from this solicitation is non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of HISD. There is no guaranteed amount of business, expressed or implied, to be purchased, or contracted for by HISD. However, the Vendor shall furnish all required goods and/or services to the District at the stated price, when and if required by HISD. HISD is free to have multiple contracts for the awarded goods and services and may initiate other procurement solicitations or purchasing activity with other vendors at any time, in HISD's sole discretion. The District expressly reserves the right to procure and/or purchase any goods and services from other sources and/or by other means.

1.20.2 Pursuant to applicable law, including the Interlocal Cooperation Act (Chapter 791 of the Texas Government Code), HISD may permit other governmental entities to "piggy-back" onto this Agreement. In the event that Vendor is awarded a contract by HISD, Vendor's proposal, including pricing information, may be provided to a requesting governmental entity desiring to establish separate, independent contracts with Vendor. Vendor expressly agrees that HISD may disclose Vendor's proposal, including, but not limited to, pricing information, to other governmental entities. Governmental entities are authorized to enter into separate, independent contracts with Vendor that employ the same negotiated terms and conditions contained in an existing contract(s) between HISD and Vendor. However, there is no obligation

on either party to participate unless both parties agree. If another governmental entity chooses to utilize a contract established by this procurement solicitation and this Agreement, contracts will be awarded individually by those governmental entities, and goods/services would be provided under the same contract pricing and purchasing terms established by this procurement solicitation and Agreement. Any such separate, independent contract developed as a result of this procurement solicitation and/or the Agreement is exclusively between such other governmental entity and Vendor and shall have no effect or impact on HISD or HISD's contract with Vendor. It is expressly understood that HISD shall in no way be liable for the obligations of any other governmental entity contracting with Vendor pursuant to this section.

1.20.3 If applicable and at the discretion of the District, a forecast of planned usage will be issued as part of the Agreement. This forecast is based upon the District's historical usage. If the District exceeds that forecast of usage and the Vendor experiences a higher volume of sales, the District may request a value consideration to compensate the District for said increased sales in the form of a volume usage rebate. Vendor should include, in their proposal, the method(s) they will use to calculate the usage rebate and discuss how the rebate will be calculated and paid.

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1.21.2 Vendor and all subcontractors of Vendor shall comply with all laws regarding wage rates including, but not limited to, Texas Government Code Chapter 2258 and any related federal requirements applicable to this Agreement and to this solicitation by HISD.

1.22 DEFECTIVE/NON-CONFORMING WORK:

1.22.1 If, following seven (7) calendar days of a written notice to a Vendor identifying defective or nonconforming work, Vendor fails to correct such defective or nonconforming work, HISD may order Vendor to stop further work, or any portion thereof, until the defect or nonconformance has been properly corrected by Vendor.

1.22.2 Should Vendor not proceed with the correction of defective or non-conforming work within three (3) additional calendar days of HISD's order to stop further work, as set forth above, HISD may cause the removal, repair or correction of the defective or nonconforming work and may charge all associated costs of the same to Vendor.

1.23 DEFAULT CONDITIONS: If Vendor: (i) breaches any provision of the Agreement; (ii) , becomes insolvent, enters voluntary or involuntary bankruptcy, or receivership proceedings, or makes an assignment for the benefit of creditors; or (iii) is in violation of any state or federal law (collectively, "event(s) of default"), HISD will have the right (without limiting any other rights or remedies that it may have in the Agreement or by law) to terminate the Agreement with five (5) days prior written notice to

Vendor. HISD will then be relieved of all obligations, except to pay the reasonable value of Vendor's prior performance, satisfactory to HISD (at a cost not exceeding the Agreement rate and subject to any claims, costs and expenses incurred by HISD as a result of Vendor's default). In the event of Vendor's default, HISD is expressly authorized to obtain the goods or services that would have been provided by Vendor under this Agreement from an alternative source. Vendor will be liable to HISD for all costs exceeding the Agreement price that HISD incurs in completing or procuring the services and goods as provided for in the Agreement. HISD's right to require strict performance of any obligation in the Agreement will not be affected by any previous waiver, forbearance, or course of dealing.

1.24 WARRANTIES: VENDOR EXPRESSLY WARRANTS THAT ALL THE GOODS AND SERVICES COVERED BY THE AGREEMENT WILL BE IN EXACT ACCORDANCE WITH THE REQUIREMENTS OF THE SOLICITATION AND AGREEMENT AND FREE FROM DEFECTS IN MATERIALS AND/OR WORKMANSHIP. VENDOR EXPRESSLY WARRANTS MERCHANTABILITY FOR ALL GOODS PROVIDED PURSUANT TO THE AGREEMENT. ALL WARRANTIES SHALL SURVIVE DELIVERY OF THE GOODS AND COMPLETION OF THE SERVICES AND SHALL NOT BE DEEMED WAIVED EITHER BY REASON OF THE DISTRICT'S ACCEPTANCE OF SAID GOODS AND SERVICES OR BY PAYMENT FOR THEM. ANY DEVIATIONS FROM THE AGREEMENT, OR DESCRIPTIONS OR SPECIFICATIONS FURNISHED THEREUNDER, OR ANY OTHER EXCEPTIONS OR ALTERATIONS MUST BE APPROVED IN WRITING BY THE DISTRICT'S PURCHASING GENERAL MANAGER.

1.25 WORK STOPPAGE: In no event shall HISD be liable or responsible to Vendor or any other person for us on account of, any stoppage or delay in work.

1.26 DISPUTE RESOLUTION: At the sole option of the District, Vendor and the District agree that prior to filing any suit, administrative proceeding, or other legal proceeding related to this Agreement, each party shall submit any and all disputes to the alternative dispute resolution process of non-binding mediation. Vendor and the District further agree to attend the mediation and to participate in settlement negotiations in a good faith effort to resolve all disputes through a written settlement agreement. The mediation shall take place in Harris County, Texas, and will be conducted by a mediator mutually selected by the parties. If the parties are unable to agree on a mediator, each party shall submit a list of up to three names as a mediator along with a curriculum vitae and costs associated with each name submitted. Each party will alternate in striking one name from the list until only one name remains. The remaining name will be the agreed-upon mediator. HISD will have the first opportunity to strike a name from the list. All fees and costs of the mediator shall be shared equally between the parties. No formal record shall be made of the mediation.

1.27 TERMINATION: This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by mutual agreement of HISD and Vendor. In the event of a breach or default of the Agreement and/or the procurement solicitation by Vendor, HISD reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of HISD. HISD further reserves the right to terminate the Agreement immediately in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in this Agreement, the procurement solicitation, and/or a purchase or work order; (2) make any payments owed; or (3) otherwise perform in accordance with this Agreement and/or the procurement solicitation. HISD also reserves the right to terminate the Agreement immediately, with written notice to Vendor, if HISD believes, in its sole discretion, that it is in the best interest of HISD to do so. Vendor agrees that HISD shall not be liable for damages in the event that HISD declares Vendor to be in default or breach of this Agreement and/or the procurement solicitation. Vendor further agrees that upon termination of the Agreement for any reason, Vendor shall, in good faith and with reasonable

cooperation, aid in the transition to any new arrangement and/or vendor.

1.28 NON-APPROPRIATION OF FUNDS: The Term of this Agreement is a commitment of HISD current revenue only. Notwithstanding anything to the contrary in this Agreement, HISD is obligated to make payments only as approved each year by HISD's Board of Education. HISD's Board of Education retains the right to terminate the Agreement at the expiration of each budget period of HISD. To the extent that HISD will use federal grant funds to fulfill its obligations under this Agreement, Vendor acknowledges that federal funds will be used to pay for all or a portion of funds due under this Agreement and that this Agreement is only effective upon receipt of the Notice of Grant Award ("NOGA") by HISD from the awarding agency. As such, if HISD does not receive sufficient funding for the services provided in this Agreement, HISD may terminate this Agreement without penalty or further obligation to Vendor, at any time upon written notice to Vendor.

1.29 NON-ASSIGNMENT: Vendor may not assign this Agreement or any of its rights, duties, or obligations hereunder without the prior written approval of HISD. Any attempted assignment of this Agreement by Vendor shall be null and void. Any purchase or work order made as a result of this Agreement may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of HISD. Vendor is required to notify HISD when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change. In the event HISD approves of any assignment, Vendor shall have full responsibility for the completion and performance of all services and the delivery of all goods awarded to Vendor pursuant to this solicitation.

1.30 FORCE MAJEURE: Neither HISD nor Vendor shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control. The parties to this Agreement are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other party in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the Vendor's performance of its obligations under this Agreement is delayed or stopped by a force majeure event, HISD shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of HISD's contractual, legal, or equitable rights.

1.31 EQUAL OPPORTUNITY: It is the policy of HISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide

occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Agreement shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Agreement.

1.32 GOVERNING LAW; VENUE: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas without regard to the conflicts or choice of law principles thereof. The parties irrevocably consent to the jurisdiction of the State of Texas and agree that any court of competent jurisdiction sitting in the County of Harris, State of Texas, shall be an appropriate and convenient place of venue, and shall be the sole and exclusive place of venue, to resolve any dispute with respect to the Agreement.

1.33 RELATIONSHIP OF THE PARTIES: HISD and Vendor are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. This Agreement shall not be construed or deemed an endorsement of a specific company or product. It is the intention of the parties that Vendor is independent of HISD and is not an employee, agent, joint venture, or partner of HISD, and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner, between HISD and Vendor or HISD and any of Vendor's agents.

It is understood and agreed that the Vendor is a separate legal entity from HISD and neither it nor any employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of HISD. The Vendor assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to the Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.

The Vendor shall not subcontract services provided in this solicitation without prior written approval by HISD. If Vendor uses subcontractors in the performance of any part of this Agreement, Vendor shall be fully responsible to HISD for all acts and omissions of the subcontractors just as Vendor is responsible for Vendor's own acts and omissions. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between HISD and any such subcontractor, nor shall it create any obligation on the part of HISD to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.

1.34 COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O'Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h, Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"), mandatory standards and policies contained in the state energy conservation plan issued

in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to HISD. Vendor understands that Vendor is ineligible to receive a contract award with HISD if Vendor or its principal(s) is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689).

1.35 NO WAIVER OF IMMUNITY: The District does not waive or relinquish any immunity or defense on behalf of itself and its trustees, officers, employees, and agents as a result of entering into this Agreement or by performing any of the functions or obligations relating to the Agreement. Nothing in any agreement shall be construed as creating any personal liability on the part of any trustee, officer, employee, or representative of HISD.

1.36 NO WAIVER OF BREACH: No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

1.37 INDEMNIFICATION: VENDOR SHALL INDEMNIFY AND HOLD HISD HARMLESS FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM THE ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS AGREEMENT.

All obligations as set forth in this paragraph shall survive the completion of or termination of the Agreement.

It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

1.38 NOTICE: Any notice required to be given relating to the Agreement shall be in writing and shall be duly served when hand-delivered to the addressees set forth below, or shall have been deposited, duly registered or certified, return receipt requested, via the United States Postal Service, addressed to the other party at the following addresses:

FROM: Vendor's Contact Name and Address as listed
in the Proposal

TO: Houston Independent School District
Attn: Superintendent of Schools
4400 West 18th Street
Houston Texas 77092

COPY TO: Houston Independent School District
Attn: General Manager – Purchasing Services
4400 West 18th Street
Houston, Texas 77092

Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

1.39 SECTION HEADINGS; INTERPRETATION: The headings of sections and paragraphs contained in any document related to this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions relating to the Agreement. Vendor agrees that the normal rules of construction that require that any ambiguities in this Agreement are to be construed against the drafter shall not be employed in the interpretation of this Agreement.

1.40 THIRD PARTY BENEFICIARIES: Nothing relating to this Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against HISD or Vendor.

1.41 UNENFORCEABLE SECTIONS: If any portion of this solicitation or Agreement is deemed to be unenforceable, the remainder of the solicitation and Agreement shall be construed as if such unenforceable provisions had never been contained therein.

1.42 BUSINESS CERTIFICATES / HISD TAXES: All individuals or entities entering into a contract with HISD must adhere to applicable Texas laws as they pertain to their individual type of ownership. Vendor represents and warrants that it has and will maintain all business certificates and registrations required to do business with HISD under applicable Texas law during the Term of this Agreement. Vendor further acknowledges that it is and will remain current on HISD Property Taxes; if commercial personal property is located within HISD's jurisdiction, current renditions of these properties must be filed with the Chief Appraiser, as required by Chapter 22k Section 22.01 of the Texas "PROPERTY TAX CODE".

1.43 ATTORNEYS' FEES: In connection with HISD's defense of any suit against it and/or HISD's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims related to this solicitation or Agreement, in which HISD prevails as to all or any portion of its defense(s), claims, counterclaims or actions, HISD shall be entitled to recover its actual attorney's fee and expenses incurred in defending such suit and/or in prosecuting such claim or action.