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Dallas ISD has adopted Standard General Terms and Conditions which govern purchases made by Dallas ISD and the relationship between Dallas ISD and the vendor.

- q ■ In order for the District to determine an acceptable substitute or to determine "as equal" for "brand name or equal", a demonstration or sample of the products/goods may be requested.
- i Offerer shall provide the demonstration version or sample to the District. The offerer shall bear all expenses for transportation, installation, removal, operation, maintenance, support and repair parts of the demonstration/sample.
 - i Offerer understands that this evaluation is without any obligation for the use of the equipment. It is for evaluation only and does not obligate the District to purchase the products at the present or any future time.
 - i The District agrees to use the demonstration version/sample for evaluation only and to use the product/good in an environment and under circumstances substantially consistent with the product's/good's designated use. The District agrees to provide reasonable care and safeguard of the demonstration version/sample while it is in the District's possession; however, Offerer acknowledges that the demonstration version/sample may be damaged, destroyed or lost during evaluation. The offerer understands that the results of the evaluation may not be used or released by the District or for promotional purposes including the District's name, logo, or other identifying information.
 - iv Offerer will indemnify, save harmless and defend the District against any claims, actions, debts, liabilities, and attorney fees arising out of, claimed on account of, or in any way predicated upon loss of, or damage to the demonstration version/sample, or injuries to, or death of, persons whatsoever, in any manner caused or contributed to Offerer or Offerer's agents, servants, representatives, consultants, employees while in the District's possession or attributed to the failure or function of the demonstration version/sample provided by the Offerer for the District's use, test, or evaluation of the demonstration version/sample.

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der, whether or not any of the same is accepted or rejected, shall remain the property of District and shall not be published by Vendor or any other party without the express prior consent of District. In the implementation of the foregoing, Vendor grants and assigns to District all rights and claims of whatever nature and whether now or hereafter arising in and to any and all such reports, studies, plans, models, drawings, specifications, and other information, data and shall cooperate fully with District steps District may take to obtain copyrights, trademark or like protection there to. All information owned, possessed, or received by District which is communicated to, learned of, or otherwise acquired by Vendor in the performance of consulting services for District, which is not generally known to the public, shall be confidential, and Vendor shall not, beginning on the date of first communication between District and Vendor and continuing through the term of this Agreement and any time thereafter, disclose, disseminate, divulge, or permit disclosure, communication, or use of such confidential information, unless required by law.

Except when defined as part of the Work, Vendor shall not make any press releases, public statements, or advertisements referring to the Work or the engagement of Vendor as an independent vendor of District with the Work or release any information relating to the Project for publications, advertising, or any other purpose without the prior approval of District. The vendor shall assume the same obligations and responsibilities as those contained in this subparagraph from persons, vendors, and subcontractors retained by Vendor. The vendor acknowledges and agrees that a breach by Vendor of the provisions hereof will constitute irreparable injury and damage to District, therefore, expressly agrees that District shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain breach of this Agreement.

y **D** . Offerors are encouraged to offer discounts for quantity, less volume, and/or prompt payment incentives as "value-adds". The conditions for earning such discounts may be indicated by the item being offered or by submitting a separate page with information. These discounts may be considered in the low Offer and will be part of any contract issued.

z **M** The offeror may include an EPA (price increase or decrease) Offer; however, the offered price increases are to be capped by the appropriate Consumer Price Index (CPI) or Producer Price Index (PPI) that should be utilized by the Offeror. EPA price increases are automatic, are not cumulative, and must be justified by the Offeror, in writing, and contingent upon District approval. The District reserves the right at Contract, without prejudice to the District, to discontinue a price increase is not reasonable as determined by the sole discretion of the District.

a **M** It is the District's intent to maximize competition in all solicitations. It shall be the Offeror's responsibility to advise the District's Executive Director for Procurement Services, if any language, requirement, specification, or any combination thereof, inadvertently restricts or limits the scope of this solicitation to a single source. Submittals shall be received no later than five (5) days prior to the date set for receipt/opening.

b **D**

i By submitting a proposal, the Offeror certifies that it is not listed as debarred on the Texas Comptroller's website by the District, or similar State/Federal Agency.

Debarment. In accordance with the provisions of Appendix A (Code of Federal Regulations), Part 29, Vendor Agreement shall certify that to the best of its knowledge and belief, that it and its principals:

- i are not presently debarred, suspended, proposed for debarment, ineligible, or voluntarily excluded from covered transactions by any Federal, State, or Government department or agency, including the Universal Service Administration Company (USAC) for the administration of the E-rate Rules.
- ii have not within a three (3) year period preceding this offer been convicted of or had a judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- iii are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in (a)(2) above; and
- iv have not within a three (3) year period preceding this offer made or attempted to make a public transaction (Federal, State, or local) terminated for cause or default.

j The offeror shall include a list of all subcontractors used in fulfilling the Offer. The offeror shall also include a statement of the Subcontractor's qualifications. The District reserves the right to reject the Offeror's selection of any or all Subcontractors. The Vendor shall contract with its subcontractors, at a minimum with the same contractual provisions and responsibilities as indicated in this Agreement.

k The offeror will comply with current Board Policies impacting on Offeror using former employees in any capacity on a Contract/Agreement with the District. Former District superintendents, assistant/deputy superintendents, chiefs, executive directors, directors (or equivalent) cannot be used for a period of two years after leaving the District. Other former District personnel cannot be used for either party on any Contract/Agreement with the District.

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- s The District expressly reserves the right, without prejudice, to:
 - i Reject or cancel any all proposals.
 - i Waive any defect, irregularity, or informality in any procurement procedure allowed by statute or policy.
 - i Waive as an informality, minor deviations specifications at a lower price than proposals meeting all aspects of the specifications if it is determined that total cost, and the overall function is not impaired.
 - v Reissue solicitation (i.e., RFP/IFB/RFO/RFQ).
 - v Consider and accept an alternate proposal as provided herein when most advantageous to the District;
 - v The District has the right to cancel the contract with a written notice, without prejudice, for factors including, but not limited to, non-availability or appropriation of funds; and/or
 - v Procure any item or services by other means to meet time-sensitive requirements.
- t . The "Reciprocity Rule" applies. Offerors whose principal business is located in a state which gives preference to residents are subject to the same restrictions as those submitting an Offer with an entity of the State of Texas.
- u The products, goods, or services to be provided under this Contract shall be covered by the most favorable commercial warranties available to any customer for these similar products, goods, or services.
- v The District is a tobacco-free, drug-free, and alcohol-free environment. It is the responsibility of the Offeror to ensure that Offeror's employees, agents, contractors, etc. are not under the influence and/or possession of tobacco, alcohol, or weapons. If an employee, agent, contractor, etc. of Offeror is found to be under the influence or possession of drugs/tobacco and/or alcohol and/or weapons at the time of service, the Offeror must be notified at once by the District. The individual(s) must be immediately restricted from all District campuses/departments. Repeated offenses by Offeror could result in termination of Contract for default.
- w Offer pricing shall be firm for a minimum of one hundred and twenty (120) calendar days following the date established for the receipt/opening date to allow the District to evaluate, accept, and/or reject Offers.
- x The District reserve the right to award to one or multiple vendors, primary, secondary, and tertiary suppliers, etc. The Contract is exclusive to one Offeror unless so stated in the Statement of Work. Offeror's "Offer is non-exclusive" in its response/Offer and Offer is accepted by the District shall be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.
- y Within seven (7) working days of notification of Contract/Agreement, the Offeror must update the vendor information in District's Vendor Management Database database. Failure to update the database may result in termination of Contract/Agreement for default.
- z Contract Documents are the documents that comprise the basis of the contractual agreement between the District and the successful Offeror. In all contracts, Contract Documents include the solicitation document (RFP, IFB, RFO, RFQ, etc.); the Offeror's

used to define processes, procedures, performance expectations; however, this information/documentation does not take precedence over the solicitation and/or documents identified as Contract Documents unless specifically identified in a separate document (substantially titled "Exception Condition, and/or SOW") that is executed by Offeror and the District's authorized signator and included as an attachment/addendum to the Contract.

A protest shall be in writing and shall be filed with the District's Chief Financial Officer (CFO). A protest of a solicitation shall be received by the CFO before the principal award is made. A protest of a proposal or an award or termination or default shall be filed within ten (10) working days after the protest or should have known the basis of the protest received after the ten (10) working day period will be considered and will be null and void. A protest must include:

- a The name, address, and telephone number of the protestor;
- b The signature of the protestor or its representative;
- c Identification of the solicitation or contract number;
- d A detailed statement of the legal and factual grounds including copies of relevant documents;
- e The form of relief requested.

The CFO will respond to all protests no later than ten (10) working days after receipt. Offerors are reminded that the restricted period requirements remain applicable. The protesting party may appeal the determination within fifteen (15) district business days after the notice of determination.

All official Contract related correspondence must be to the District's Executive Director for Procurement Services and/or the District's Director for Contract Management as noted on the cover page of the solicitation document.

A Purchase Order serving as a Delivery Order will be issued after awarding of a Contract and will cite the IFB/RFP/RFO/RFQ number, a brief explanation of the goods and/or services being purchased under the Contract and the delivery dates of deliverables under the Contract.

- a The terms and conditions of the applicable IFB/RFP/RFO/RFQ take over the General Terms and Conditions associated with the "normal" Purchase Order. The purchase order/delivery order also serves as the tracking document to facilitate payments. The successful vendor shall not begin service or deliver merchandise until a signed purchase order/delivery order is received.
- b Any Purchase/Delivery Order issued during the effective term of this Contract, and not completed within the effective term of the Contract, will be completed by the Offeror under the terms and conditions of this Contract. Texas School finance law requires that purchase orders are valid only for the term outlined and agreed upon by the parties. The purchase order does not typically "carry over" through school fiscal years and should be closed at the time otherwise notified by the district.

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 - a Pre-Litigation Mediation. Any claim, dispute, or other question arising out of or related to this Agreement (collectively "Claim" or "Claims") shall be subject to non-binding mediation as a condition precedent to institution of legal or equitable proceedings by either party. The parties shall share the costs of mediation and any filing fees equally, and the mediation shall be held in Dallas, Texas. Any agreement reached in mediation must be approved by the Board of Trustees and shall be enforceable as settlement agreements in court having jurisdiction thereof. Mediation shall be conducted by a mediator selected jointly by the District and the Vendor. Except for injunctive relief, neither party may commence litigation relating to any claim arising under this Agreement without first submitting the claim to mediation.
 - b Claims for Consequential Damages. The Vendor and District waive against each other consequential damages arising out of or relating to this Agreement. This waiver is applicable, without limitation, to consequential damages due to either party's termination in accordance with this Agreement. Nothing contained in paragraph 5 shall be deemed to preclude an assessment of liquidated damages, in accordance with the requirements of the Agreement Documents.
 - c Texas Tort Claims Act. The owner does not waive any defense from lawsuit or damages as provided by the Texas Tort Claims Act, as a public institution, whether granted by the constitution or a statute and nothing contained in the Agreement Documents shall be interpreted to be such a waiver.

Offeror understands and acknowledges that during the term of the Contract any shipment or delivery of goods and services made to District's campuses and departments pursuant to a properly approved purchase order/delivery order constitutes an authorized purchase and financial obligation. The District does not assume any responsibility for the products, goods, and services offered by the offeror and accepts full responsibility and will not seek payment for unauthorized purchases. The offeror further understands and agrees that the District will not issue payment for products, goods, and services delivered without a properly approved purchase order/delivery

■ This Agreement is a personal service contract for the services of V and Vendors interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned to a third party unless presented to in writing by District (which consent may be withheld in District's sole and absolute discretion). The benefits and burdens of this Agreement are, however, passed by District. The Vendor shall not subcontract any portion of work required by this Agreement without written approval of the District except for any subcontract work identified herein.

■ The place of delivery shall be that set forth in the purchase order. All deliveries must be inside deliveries unless other arrangements are made.

■ The title and risk of loss of the goods shall not pass to the District until the District actually receives and accepts possession of the goods at the point of delivery regardless of FOB terms.

- a During the course of pursuing contracts, and the course of performance, the Vendor and its subcontractors and vendors maintain business ethics standards aimed at avoiding real or apparent or conflict of interest. No substantial gift, entertainment, payments, loans, or other consideration beyond that which would be categorized as incidental shall be made to personnel of the District, its trustees, officers, or Vendors of the District, or any of their family members. If a Vendor believes there may have been a violation of this obligation, the Vendor shall notify the District. The District is entitled to request a representation letter from Vendor, its subcontractors at any time to disclose all things passing from Vendor, its subcontractors, or vendors to District, its trustees, officers, agents, or Vendors.
- b The District may, by written notice to the Vendor, cancel the Agreement without liability to the Vendor if it is deemed by the District that gratuities, in the form of entertainment, gifts, or anything of value, were offered or given by the Vendor, or any agent, representative of the Vendor, to any officer or employee or agent of the District with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or making of any contract with respect to the performing of such a contract. If the Agreement is canceled by the District pursuant to this provision, the District shall be entitled, in addition to any other remedies, to recover or withhold the amount of the cost incurred by the Vendor in providing such gratuities.

If the price stated on the face hereof is not the cost of any special tooling or special test equipment fabricated or developed by the Offeror for the purpose of fulfilling this contract, if a master template/die has been constructed, such special tooling equipment and templates/dies and any processes used hereto shall become the property of the District to the extent feasible and desired by the District.

The Offeror's activities conducted, and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the District or its duly appointed representative(s). All records must be retained for 24 months from the completion of the Contract (including any or all extensions) unless a longer retention is required and identified herein in the solicitation/Contract.

The offeror is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither the Offeror nor any of the foregoing has authority to act or speak on behalf of the District.

The Offeror will obtain criminal history record information that relates to an employee, applicant for employment, subcontractor, or agent of the Offeror if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are performed on school property or at another location where students are regularly present. The Vendor shall certify to the District before work begins and at no less than an annual basis thereafter that criminal record information has been obtained. The vendor shall assume all expenses with the background checks and shall immediately remove any employee or agent who was convicted of a felony misdemeanor involving moral turpitude, as defined by Texas law, from District property or other locations where students are regularly present. The District shall be the final decider of what constitutes a "location where students are regularly present." The Vendor's employees, agents, and subcontractors shall be identified by a photographical badge, issued by a District- approved third-party company at the Vendor's expense. The third-party company shall verify the criminal record information and may be used to verify compliance with the federal Drug-Free Workplace Act of 1988 or its successor, and the federal Education Department General Administrative Regulations, current editions, and review processes. The Vendor's violation of this section shall constitute a substantial failure under Article 7.

During the performance of this Contract, the Offeror shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, disability, political belief, religion, or veteran status.

Sexual harassment or sexual misconduct with District employees or students is strictly forbidden and is subject to disciplinary action. In the performance of this Contract, the Offeror shall not engage in sexual harassment or sexual misconduct with District employees or students.

Payment terms will be net thirty (30) days after acceptance of delivery or receipt of correct invoice, whichever comes later, unless a prompt payment discount is offered. If different payment terms are noted elsewhere in the Contract, such terms must be mailed to the District's address as noted elsewhere in this Contract but addressed to Attention: Accounts Payable.

- a Absent any provision to the contrary, District shall not be obligated to make any payment (whether a Progress Payment or Final Payment) to Vendor hereunder if any one or more of the following conditions precedents exist:
 - i Vendor is in breach of the Agreement under this Agreement.
 - ii Any part of such payment is attributable to Work performed in accordance with the Agreement; provided, however, such payment shall be made as to the part thereof attributable to Work performed in accordance with this Agreement;

- i Vendor has failed to make payments promptly to its subcontractors or other parties used in connection with the Work for which District has made payment to Vendor; or
- iv If District, in its good faith judgment, determines that the percompensation then remaining unpaid will not be sufficient to complete the Work in accordance with this Agreement no additional payments will be due to Vendor hereunder unless and until Vendor, at its sole cost, performs a sufficient portion of the Work so that such portion of the compensation then remaining unpaid is determined by District to be sufficient to so complete the Work.
- b No partial payment made hereunder shall constitute final acceptance or approval of any part of the Work to which such payment relates nor shall it relieve Vendor of its obligations hereunder with respect thereto.
- c Vendor shall promptly pay all bills for labor and/or material performed and furnished by subcontractors in connection with the performance of the Work.
- d Vendor shall maintain on a current basis complete books and records in accordance with this Agreement. Such records shall include, but not be limited to, documents supporting all bids, income, and expenditures and records shall be original entry books with a ledger itemizing all debits and credits for work on this Agreement. In addition, the Vendor shall maintain all records including all subsistence, travel, and other expenses, canceled checks and receipts, receipts for all items. These documents and records shall be retained for at least ten (10) years from the end of this Agreement. The vendor will permit District to audit its accounts, or records relating to this Agreement or all books or records of any business entities controlled by the Vendor participated in this Agreement in any way. Any audit may be conducted on the Vendor's premises or, at District's option; and the Vendor shall provide all books and records within fifteen (15) days of receipt of written notice from the District. The Vendor shall be liable for any monies erroneously paid to the Vendor or charged to the District. If District ascertains that it has been billed by the Vendor for an amount equaling 5% or more of the Agreement amount, the Vendor shall be liable for the costs of the audit and penalty to be imposed. Records of Vendor's costs, reimbursements pertaining to the Project payments shall be made available to District or its authorized representative during business hours and shall be retained (10) years after final Payment and completion of the Project unless District otherwise instructs Vendor in writing.
- e The acceptance of Final Payment shall constitute a waiver of all claims by the Vendor except those previously made in writing and satisfied by the Vendor as unsettled at the time of the Final Request for payment.
- f District shall have the right to verify the details of Vendor's billings, certificates, and statements, either before or after payment, therefore, by (1) inspecting the books and records of Vendor at any and all convenient times; (2) examining any reports or documents submitted to the Project; (3) interviewing Vendor's business personnel; (4) visiting any place where the performance of all or a portion of the Work occurs; and (5) other reasonable action.
- g In the event, a federal grant or other federal financing participates in the performance of this agreement, the Vendor shall permit and grant any federal representatives to inspect and to have access to all records and documents relating to the performance of the Work.

7. The offeror shall not install remote access or backdoor software on the Offeror's system during its analysis of the District's system or at any other time. The offeror will retain access to the system for the purpose of being used by the District.

8. The resulting award from this solicitation constitutes the basis of a Contract between the District and the awarded Offeror. If the District has to take an action, in federal court, to enforce or interpret the Contract, the District is entitled to recover its reasonable attorneys' fees and court costs from the Offeror. Without any rights available to the District for recovery, the District is the prevailing party, Offeror hereby agrees and authorizes the District to recover the reasonable attorneys' fees and court costs, if any, owed to Offeror under the Contract.

- a. Vendor, consistent with its status as an independent vendor, shall obtain the following insurance in such form and amounts, unless otherwise specified, as the District may require.
- b. Vendor shall deliver to District:

- i. Certificates evidencing the existence of all such insurance within ten calendar days after the execution of the award or the performance or additional performance of any services to be provided by the Vendor hereunder from or after the date of this Award. Should the Vendor fail to deliver to the District certificates in the form and the manner specified within the required ten calendar days or as may be extended in writing by the District in its discretion; it is agreed that the award shall be void and of no effect.

All insurance policies proposed or obtained in satisfaction of the requirements will comply with the following general specifications and will be maintained in compliance with these general specifications throughout the duration of the contract/agreement or longer, if noted:

Each policy will be issued by a company authorized to do business in Texas with an A. M. Best Company rating of A-, IV, or better.

1. General liability and auto liability policies endorsed to provide the following:
2. Name as additional insured that District officials, agents, and employees.
3. Waiver of subrogation in favor of the District.

That such insurance is primary and non-contributory to the insurance available to the additional insured.

Workers' compensation policy will be endorsed to provide a waiver of subrogation in favor of the District, and coverage must apply to the workers' compensation laws of the state of Texas.

All policies will be endorsed to provide 30-day written notice or cancellation, renewal, or reduction in coverage except ten days for nonpayment of premium.

Should any of the required insurance be provided under a claims-made policy, the contractor will maintain such coverage continuously throughout the term of this contract/agreement and without lapse for a period of three years beyond the contract/agreement expiration, such that occurrences arising during the contract/agreement term that give rise to claims made after expiration of the contract/agreement will be covered.

The certificate holder address on all certificates of insurance shall be as follows, unless otherwise directed by Risk Management Services:

Dallas Independent School District
Risk Management Services
9400 N. Central Expressway
Dallas, TX 75231

- i. General and Automobile liability shall be primary and non-contributory.
- c. The insurance policies required shall be kept for the periods specified below:
 - i. Commercial General Liability Insurance shall be kept until receipt of final payment by the Vendor.
- d. Workers' Compensation Insurance shall be kept until the Vendor's Services have been performed and accepted by the District in writing. Contracts/agreements under \$50,000 do not require proof of insurance unless the services are within the categories of legal services, medical services, including, but not limited to, physical services, counseling services, and occupational therapy or is providing a service that requires a professional license. If the contract is under \$150,000, only professional liability insurance is required. All construction and maintenance contracts/agreements require proof of insurance. This applies to all aspects of building work including, but not limited to, ducts, electrical, HVAC, plumbing, asbestos abatement, elevator maintenance, architectural engineering, and the like of determined by Risk Management.

vendor does not execute a contract and the applicable Performance/Payment Bond or surety Certificate required within ten (10) working days after Notice of Award of the Contract.

- iv If any such bid bond is in an amount in excess of ten percent of company's capital and surplus, the District may require, as a condition to accepting the bond, written certification that the surety company has reinsured the portion of the risk that exceeds ten percent of the surety company's capital and surplus with one or more reinsurers who are duly accredited, trusted, licensed and admitted to doing business in the State of Texas. The amount reinsured by any reinsurer may not exceed ten percent of the reinsurer's capital and surplus.
- v If an Irrevocable Letter of Credit is submitted in lieu of a Cash or Bid Bond, the financial institution must be subject to the laws of the State of Texas. The letter must be made payable to the District in the amount of not less than five (5) percent of the total bid/proposal amount. The letter must state "irrevocable" to satisfy the District's surety requirements. If the contract is not awarded to the applicable Offeror, the original letter of credit will be returned.

e PERFORMANCE AND PAYMENT BONDS OR IRREVOCABLE LETTER OF CREDIT REQUIREMENT:

- i Are required on contracts for \$25,000.00 or more.
- i Offeror agrees that upon award of Contract, Offeror will submit the required documents within ten (10) working days after receipt of Notice of Award. The offeror shall not work under this contract until the Performance and Payment Bond required under this section have been obtained and submitted to the District. The District reserves the right to automatically revoke Board Award and/or terminate the Offeror for default if the Offeror does not provide Performance and Payment Bonds within ten (10) working days from Board Award Date.
- i Successful Offeror shall furnish a performance and a payment bond by a surety acceptable to the District in an amount of 100 percent of the contract price as security for the completion of the work and for the payment of all persons performing labor and furnishing material in connection with this contract, but they become part of the completed project.
- iv Performance and Payment bonds shall be executed by a surety authorized to do business in the State of Texas and licensed by the State of Texas to issue surety bonds. If any such bond is in an amount in excess of ten percent of the surety company's capital and surplus, the District may require, as a condition to accepting the bond, written certification that the surety company has reinsured the portion of the risk that exceeds ten percent of the surety company's capital and surplus with one or more reinsurers who are duly accredited, trusted or licensed and admitted to doing business in the State of Texas. The amount reinsured by any reinsurer may not exceed ten percent of the reinsurer's capital and surplus.

f IRREVOCABLE LETTER OF CREDIT. The District may accept a Letter of Credit for low-risk type services as determined by the District. If an Irrevocable Letter of Credit is accepted as a Performance Bond, based upon the District's sole determination, the financial institution must be subject to the laws of the State of Texas. The letter must state "irrevocable" to be made payable to the District in the amount of 100% of the total bid/proposal amount. The District reserves the right to automatically revoke Board Award and/or terminate the Offeror for default if the Offeror does not provide an Irrevocable Letter of Credit within ten (10) working days from Board Award Date. If a Bid Bond is submitted in lieu of a Bid Bond, the Letter of Credit will be returned to the unsuccessful Offeror(s) within 10 working days of award. If the successful Offeror(s) does not execute a Contract and post the applicable Performance Certificate required by the District, within ten (10) working days after Notice of Award of the Contract, the District shall file a written claim with the financial institution for the face value amount in whole or in part.

Offeror's compliance with Federal, State, and Local statutes, codes, guidance, etc. is mandatory to obtain and maintain a Contract with the District. The following are a few statutes, codes, etc. that must be followed:

- a Child Support Certification. Texas Family Code Section 261.006 (Child Certification) states, in part, that "(a) a child obligor who is more than 30 days delinquent in paying child support is an entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state-funded contracts to provide property, materials, or services; (2) receive a state-funded grant or loan." The offeror certifies that the business entity named in responding to this solicitation or Contract is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate. The offeror acknowledges that this statement is true, correct, and accurate.
- b Clean Air and Water Act. The offeror represents it is in compliance with all applicable standards, orders, or regulations issued by the Texas Department of State Affairs, including but not limited to 24w3.6(a) and 24w3.6(b).

delay, or interruption, together with any reimbursable expenses if the Work is resumed after being suspended, delayed, or interrupted for more than three months, the Vendor's compensation may be adjusted, in the District's reasonable opinion, as may be warranted. No adjustment shall be made to the extent that performance would have been so suspended, delayed, or interrupted by

tractor of like classification/certification, and if Vendor is unable to substitute a subcontractor of like classification, shall provide District with documentation of its best efforts to provide the services of a M/WBE replacement firm.

- a Sexual harassment of employees of the Vendor or students of Owner by any of the Vendor is strictly forbidden. Any employee of the Vendor who is found to have engaged in sexual harassment shall be subject to appropriate disciplinary action, including dismissal.
- b The Vendor shall be responsible for the acts and omissions of the Vendor's