

LEANDER INDEPENDENT SCHOOL DISTRICT
STANDARD PURCHASE TERMS AND CONDITIONS

The following Standard Purchase Terms and Conditions apply to the referenced solicitation, contract and/or purchase order (collectively "Agreement") between the Leander Independent School District ("the District" or "Leander ISD") and Contractor ("Contractor"), collectively, the "Parties."

1. **Obligations** – The Parties shall fully and timely provide all deliverables described in the Agreement in strict accordance with the terms, covenants and conditions of the Agreement and all applicable federal, state, and local laws, rules and regulations. Contractor agrees to comply with all District rules, regulations, and policies while on District property or while attending District-related or District-sponsored events.
2. **Effective Date & Term** – Unless specified otherwise in the Agreement, this Agreement shall be effective as of the date executed by the Parties and shall continue until all obligations are performed in accordance with the Agreement. All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.
3. **Title & Risk of Loss** – Title and risk of loss of the deliverables shall pass to the District only when the District receives and accepts the deliverables. Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Agreement. Unless otherwise stated in the Agreement, the Contractor's price shall be deemed to include all delivery and transportation charges. The place of delivery shall be that set forth in the Agreement.
4. **Right of Inspection** – The District expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables.
5. **Invoices & Payment** –
 - a. The Contractor shall submit separate invoices after each delivery or as specified in the Agreement. If partial shipments or deliveries are authorized by the District, a separate invoice must be sent for each shipment or delivery made.
 - b. Invoices must include a unique invoice number, the purchase order number, and the District requestor's name. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the District. Unless otherwise instructed in writing, the District may rely on the remittance address specified on the Contractor's invoice. Contractor shall not include Federal Excise, State or Local Sales Tax. A copy of the District's Tax Exemption Certificate is available upon request.
 - c. All invoices meeting the requirements stated herein received by the District will be paid within thirty (30) calendar days of the District's acceptance of the deliverables or of the invoice, whichever is later. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the District may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.
 - d. Reimbursement of any and all expenses permitted in the Agreement is dependent upon the submission of copies of detailed receipts for said reimbursement. The District will cover only the fees and expenses specifically noted in the Agreement. Reimbursement rates for travel, car rental, and lodging expenses (if noted in the Agreement)

will not exceed state comptroller guidelines (<https://fm.xcpa.state.tx.us/fm/travel/travelrates.php>) for travel, unless pre-approved by the District. The District does not reimburse for use of toll roads. The District will not reimburse for tips when reimbursing with federal grant funds.

- e. If partial shipments or deliveries are authorized by the District, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
 - f. The District may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the District or the District's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Agreement.
 - g. Payment will be made by check unless the Parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the District for payments made by credit card or electronic funds transfer.
 - h. The making and acceptance of final payment will constitute a waiver of all claims by the District against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Agreement or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Agreement, including but not limited to indemnity and warranty obligations, or (5) arising under the District's right to audit; and a waiver of all claims by the Contractor against the District other than those previously asserted in writing and not yet settled.
6. Independent Contractor – Contractor hereby agrees and acknowledges that Contractor is an independent contractor and that Contractor's services performed shall be and are independent of the District's supervision, oversight, direction and control. The Parties do not have an employment relationship and Contractor will be free to contract for similar services to be performed for other employers while under contract with the District. Contractor is not to be considered an agent or employee of the District and is not entitled to participate in any pension plans, bonus, or other benefits that the District provides for its employees, including workers' compensation benefits. Contractor represents that Contractor is not an employee of the District and that Contractor has or will make Contractor's own provisions for workers' compensation coverage for Contractor and that Contractor has or will follow Texas statutory guidelines regarding workers' compensation.
7. Qualifications - Contractor certifies that Contractor is qualified to provide the specified goods and/or services. Contractor will submit a copy of their qualifications and licenses to the District, if requested. Should any materials, equipment, or services be necessary to provide the goods and/or services, the Contractor will be responsible for any such materials, equipment, or services unless specified otherwise in the Agreement.

8. Reasonable Access – The District expressly authorizes Contractor upon reasonable notice and by appointment to enter District premises at any time during normal business hours as needed for the fulfillment of services. Contractor understands and agrees that whenever Contractor is on District, Contractor may be escorted by and under the surveillance of District employee(s). Contractor agrees to wear a name tag at all times when present on any property owned by the District.
9. Workforce –
 - a. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Agreement.
 - b. The Contractor, its employees, subcontractors, and subcontractor's employees may not while in the course and scope of delivering goods or services under this Agreement, use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Agreement; or use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
 - c. If the District notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from performing the Agreement, and may not employ such worker again on a District Agreement without the District's prior written consent.
10. Subcontractors –
 - a. Work performed for the Contractor by a subcontractor shall be pursuant to a written contract between the Contractor and subcontractor. The terms of the subcontract may not conflict with the terms of the Agreement, and shall contain provisions that:
 - i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Agreement;
 - ii. require that the Subcontractor indemnify and hold the District harmless to the same extent as the Contractor is required to indemnify the District.
 - b. The Contractor shall be fully responsible to the District for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Agreement shall create for the benefit of any such Subcontractor any contractual relationship between the District and any such Subcontractor, nor shall it create any obligation on the part of the District to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
 - c. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the District.
11. Felony Conviction Notice – In accordance with the State of Texas Education Code, Section 44.034, Contractor must give advanced notice to the District if the Contractor or an owner of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. This notice is not required of a publicly-held corporation. Contractor represents and warrants that Contractor has not and Contractor's employees assigned to District projects have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor has fully advised the District as to the facts and circumstances surrounding the conviction. The District may terminate an Agreement with the Contractor if the District determines that the Contractor failed to give notice or misrepresented the conduct resulting in the conviction.

12. Criminal Background Check – Texas Education Code Chapter 22 requires school districts to obtain criminal history and/or fingerprinting record information for individuals that contract with school districts to provide services. Contractors, including their employees and subcontractors, with disqualifying criminal histories are prohibited from serving at a school district. Contractor agrees to submit to a national criminal history review and to provide any and all information necessary to secure the national criminal history review, including fingerprints and photographs, if required. Contractor will be responsible for paying any costs associated with fingerprinting services. By accepting the Agreement, Contractor certifies that Contractor has and will comply with this requirement.
13. Disclosure of Certain Relationships with Local Government Officials – Local Government Officials are the Superintendent, Board Members or any agent/employee of the District who exercises discretion in the planning, recommending, selection or contracting of a Contractor. Any individual or business entity that contracts or seeks to contract for the sale or purchase of property, goods, or services with Leander ISD must file a Conflict of Interest Questionnaire with the District in accordance with Texas Local Government Code Chapter 176, no later than the 7th business day after the recipient becomes aware of facts that require filing. Disclosure is required if:
- The person has an employment or other business relationship with the local government officer or a family member resulting in the officer or family member receiving taxable income more than \$2,500; or
 - The person has given the local government officer or family member one or more gifts (excluding food, lodging, transportation, and entertainment) that have an aggregate value of more than \$100 in the twelve month period preceding the date the officer becomes aware of an executed contract or consideration of the person for contract to do business with the district; or
 - The person has a family relationship with a local government officer that is either 3rd degree of consanguinity (blood) or 2nd degree affinity (marriage).
 - The local government officer holds an ownership interest of 1% or more in the Contractor's business.
- This requirement applies to a person who is an agent of a Contractor in the Contractor's business with the District. Forms, failure penalties and additional information are available at <https://www.ethics.state.tx.us/forms/conflict/>. If the District learns that the Contractor did properly disclose, the district can terminate the Agreement for cause.
14. District Employees – Contractor must disclose the name of any District employee who owns, directly or indirectly, an interest in the Contractor's firm or any of its branches. Failure to provide such information may be grounds for termination of the Agreement for cause. Purchase of goods or services from a business owned in whole or in part by a District employee shall be permitted only when approved by the District's Chief Financial Officer or designee.
15. Warranty (Price) –
- The Contractor warrants the prices quoted in the Agreement are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.
 - The Contractor certifies that the prices in the Agreement have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
 - In addition to any other remedy available, the District may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.
16. Warranty (Title) – The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Agreement, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the District harmless from and against all adverse title claims to the deliverables.

17. Warranty (Deliverables) – The Contractor warrants and represents that all deliverables sold to the District under the Agreement shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Agreement, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Agreement, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Agreement, the deliverables shall be new, not used or reconditioned.

- a. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
- b. Unless otherwise specified in the Agreement, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the District's option and at no additional cost to the District. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The District shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the District's rights under this section.
- c. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the District, then in addition to any other available remedy, the District may reduce the quantity of deliverables it may be required to purchase under the Agreement from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the District upon demand the increased cost, if any, incurred by the District to procure such deliverables from another source.
- d. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, then, in addition to Contractor's warranty obligations stated herein, the Contractor shall transfer and assign such manufacturer's warranty to the District. If for any reason the manufacturer's warranty cannot be fully transferred to the District, the Contractor shall assist and cooperate with the District to the fullest extent to enforce such manufacturer's warranty for the benefit of the District.

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

- a. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
- b. Unless otherwise specified in the Agreement, the warranty period shall be one year from the date of the District's acceptance of the deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the District. All costs incidental to such additional performance shall be borne by the Contractor. The District shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the District's rights under this section.
- c. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required or available remedy, the District may reduce the amount of services it may be required to purchase under the Agreement from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the District upon demand the increased cost, if any, incurred by the District to procure such services from another source.

19. Insurance – Contractor shall maintain insurance coverages and amounts appropriate for the work contemplated in the Agreement and in accordance with industry norms and best practices. Specific coverages, amounts,

endorsements and other insurance-related specifics, if applicable, will be specified and agreed to in writing by the Parties elsewhere in the Agreement.

20. No Waiver of Immunity – Neither Parties hereto waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees or agents as a result of the execution of this Agreement and the performance of the covenants contained herein.
21. Liability – The Parties agree that the District has no liability for injury or other claims brought by the Contractor or against the Contractor arising in any way whatsoever from the provision of services. The Contractor must take all precautions necessary for the safety of and prevention of damage to District property and for the safety of and prevention of injury to persons, including District employees and students. All work must be performed entirely at Contractor’s risk. The District has no liability for any damages or injuries Contractor may sustain in the course of providing goods and/or services herein described, except as required by law.
22. Indemnification – Contractor shall indemnify and hold harmless the District and its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including but not limited to all expenses of litigation, court costs, and attorney’s fees for injury or death to any person, or injury to any property, received, or sustained by Contractor, whether negligent or purposeful, in the execution or performance of this Agreement. THIS INDEMNIFICATION AGREEMENT EXPRESSLY EXTENDS TO ALL CLAIMS OR CAUSES OF ACTION OF ANY ORIGIN, INCLUDING THOSE ARISING AS A RESULT OF THE NEGLIGENCE OF THE DISTRICT OR ANY OTHER PERSON OR ENTITY, WHETHER BY ACT OR OMISSION. THE CONTRACTOR UNDERSTANDS THAT THIS INDEMNIFICATION BINDS HIM OR HER, HIS OR HER ASSIGNS, PERSONAL REPRESENTATIVES, AND HEIRS.
23. Licensing Infringement – Any unauthorized use of District’s name or logos is strictly prohibited without prior approval by the District. This includes, but is not limited to, merchandise, web-based publications, printed materials, or advertising.
24. No Warranty by District Against Infringements – The Contractor represents and warrants to the District that: (i) the Contractor shall provide the District good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance any specifications in the Agreement will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the District harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the District’s exercise anywhere in the world of the rights associated with the District’s ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor’s breach of any of Contractor’s representations or warranties stated in this Agreement. In the event of any such claim, the District shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the District’s behalf. Further, Contractor agrees that the District’s specifications regarding the deliverables shall in no way diminish Contractor’s warranties or obligations under this paragraph and the District makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.
25. Confidentiality – To the extent that confidential information (including inventions, personally identifiable information or student records, employee information, trade secrets, confidential know-how, confidential business information, and other information which the District or its licensors consider confidential) (collectively, “Confidential Information”) are accessed by Contractor pursuant to this Agreement, Contractor agrees to keep such information confidential. Contractor acknowledges and agrees that the Confidential Information is the valuable property of the District and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the District and/or its licensors. Contractor agrees to refrain

from copying, disseminating, discussing or otherwise disclosing such information with unauthorized persons or in any way compromising the confidentiality of such personally identifiable student information. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the District or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the District before disclosing such information so as to permit the District reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information. Contractor further agrees that will not use Confidential Information in any way that violates the provisions of the Family Educational Rights and Privacy Act (FERPA).

26. Ownership and Use of Deliverables – For work for hire services specified in the Agreement, the District shall own all rights, titles, and interests throughout the world in and to the deliverables and the following provisions apply:
- a) Patents – As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the District. Further, if requested by the District, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the District and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the District, to the District upon request by the District.
 - b) Copyrights – As to any deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the District and the District shall own all copyrights in and to such deliverables, provided however, that nothing in this provision shall negate the District’s sole or joint ownership of any such deliverables arising by virtue of the District’s sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered work made-for-hire, the Contractor hereby assigns to the District (and agrees to cause each of its employees providing services to the District hereunder to execute, acknowledge, and deliver an assignment to the District) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the District hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the District, to the District upon delivery of such deliverables to the District or at such other time as the District may request.
 - c) Additional Assignments – The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the District might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the District, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the deliverables, The Contractor’s obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this section shall continue after the termination of this Agreement with respect to such deliverables. In the event the District should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information.
27. Open Records Policy – The District is a government body subject to the Texas Public Information Act. All material submitted by the Contractor to the District shall become property of the District upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

28. Audit – The Contractor agrees that the representatives of the District or other authorized representatives of the District shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Agreement. The Contractor shall retain all such records for a period of three (3) years after final payment on this Agreement or until all audit and litigation matters that the District has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the District any overpayments disclosed by any such audit.
29. Records Retention – For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Agreement whether in digital or physical format, except a record specifically relating to the Contractor’s internal administration. All Records are the property of the District. The Contractor may not dispose of or destroy a Record without District authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the District at no cost when requested by the District. The Contractor shall retain all Records for a period of five (5) years after final payment on this Agreement or until all audit and litigation matters that the District has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor shall include the requirements of this section in all subcontractor agreements entered into in connection with this Agreement.
30. Boycott of Israel Prohibited – Pursuant to Section 2270.002 of the Texas Government Code, Contractor certifies that either (i) it meets an exemption criterion under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement.
31. Interested Parties Disclosure – For Agreements that are valued in excess of \$1,000,000 or require an action or vote by the Leander ISD Board of Trustees, the Contractor must file a disclosure of interested parties (Form 1295) with the Texas Ethics Commission and provide a copy to the District. Form 1295 must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Contractor with acknowledgment that disclosure is made under oath and under penalty of perjury. The District will submit the “Certificate of Interested Parties” to the Texas Ethics Commission within 30 days of receipt from the Contractor. If Form 1295 is required for this Agreement, the District will notify the Contractor. The Texas Ethics Commission Form 1295 process and procedures below are available at the following link: <https://www.ethics.state.tx.us/filinginfo/1295/>.
32. Debarment – The District is prohibited from contracting with or making prime or sub-awards to entities that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or District contracts. By entering into an Agreement with the District, the Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the District, on the federal government’s terrorism watch list described in executive Order 13224 or otherwise precluded from receiving a federally funded contract under the Federal OMB, A-102, Common Rule.
33. Federal Funds – Pursuant to Circular A-110, all contracts, including small purchases, awarded by the District and the District's sub-contractors shall contain the procurement provisions of Appendix A to Circular A-110, as applicable. Accordingly, the Parties agree that the following terms and conditions apply to the Agreement in all situations where the Contractor has been paid from federal funds:
- a. Equal Employment Opportunity – In fulfilling its obligations under the Agreement, Contractor shall comply with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 - b. Rights to Inventions Made Under a Contract or Agreement – To the extent that the Agreement requires the performance of experimental, developmental or research work, Contractor agrees that the District shall have

rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the District from which received financial assistance to carry out the work contemplated by the Agreement.

- c. Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), as amended – In the event that the fees payable to Contractor under the Agreement exceed \$100,000, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.). Violations shall be reported to the Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
 - d. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) – In the event that the fees payable to Contractor under the Agreement exceed \$100,000, Contractor shall file the certification required under 31 U.S.C. § 1352. Each tier shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the Contractor.
 - e. Debarment and Suspension (E.O.s 12549 and 12689) – Contractor certifies that it and its principal employees are not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
 - f. Access to Records – Contractor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor that are directly pertinent to Contractor's discharge of its obligations under the Agreement for the purpose of making audits, examinations, excerpts and transcriptions.
 - g. Applicability to Subcontractors – Contractor agrees that all contracts it awards pursuant to the Agreement shall be bound by the foregoing terms and conditions.
34. Force Majeure – Neither Parties shall have any liability to another in the event of the cancellation of the performance of this Agreement if such cancellation is caused by or due to the acts or regulations of public authorities, labor difficulties, civil tumult, terrorist attack, strike, epidemic, interruption or delay of transportation service or any other cause beyond the reasonable control of a party. In the event of a cancellation for "force majeure," the Parties will attempt to reschedule, or if rescheduling is not feasible or desirable, a refund will be issued by Contractor for any fees paid by the District for unfinished services and/or unaccepted deliverables.
35. Acceptance of Incomplete or Non-Conforming Deliverables – If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the District prefers to accept the deliverables, the District may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the District's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the District may deduct such amounts as are necessary to compensate the District for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the District by the Contractor.

36. Right to Assurance – Whenever either Parties in good faith has reason to question the other Party’s intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.
37. Stop Work Notice – The District may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the District to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the District that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the District as a result of the issuance of such Stop Work Notice.
38. Default – The Contractor shall be in default under the Agreement if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to provide adequate assurance of performance under a Right to Assurance, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in the Agreement, or in any report or deliverable required to be submitted by the Contractor to the District.
39. Termination for Cause – In the event of a default by the Contractor, the District shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the District’s reasonable satisfaction that such default does not, in fact, exist. The District may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the District determines that the Contractor has failed to perform satisfactorily during the probation period, the District may proceed with suspension. In the event of a default by the Contractor, the District may suspend or debar the Contractor and remove the Contractor from the District’s vendor list for up to five (5) years and any offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the District shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the District as a result of the Contractor’s default, including, without limitation, cost of cover, reasonable attorneys’ fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.
40. Termination Without Cause – The District shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) calendar days’ prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The District shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
41. Non-Appropriation – This Agreement is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by Leander ISD Board of Trustees or otherwise not made available to the District. The District's payment obligations are payable only and solely from funds appropriated and available for the purpose of the purchase. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The District shall provide the Contractor written notice of the failure of the District to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the District to pay its obligations.

42. Fraud – Fraudulent statements by the Contractor in the Agreement or in any report or deliverable required to be submitted by the Contractor to the District shall be grounds for the termination of the Agreement for cause by the District and may result in legal action.
43. Assignment – This Agreement is made exclusively with Contractor and may not be assigned, sold or otherwise transferred to any other entity without the express written consent of the District.
44. Modifications – The Agreement can be modified or amended only by a writing signed by both Parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Agreement.
45. Invalidity – The invalidity, illegality, or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.
46. Governing Law & Venue – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. The Parties agree that venue for any litigation or proceeding concerning this Agreement shall be Williamson County, if in state court, or in the Western Texas, Austin Division in Federal. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the District to seek and secure injunctive relief from any competent authority as contemplated herein.
47. Terms to be Exclusive – The entire agreement between the Parties with respect to the subject matter under this Agreement is contained in this Agreement and its attachments, if any. Except as expressly provided to the contrary, the provisions of this Agreement are for the benefit of the Parties solely and not for the benefit of any other person, persons, or legal entities.
48. Non-Solicitation – The Parties agree that the employees of Parties may possess abilities that are in great demand and further agree that each Party has incurred substantial expense in recruiting and training such employees and would incur even greater expense if required to replace any such employee. Therefore, the Parties each agree not to recruit, either directly or indirectly, a present employee of the other during the term of this Agreement or any other Agreement between them, and for one year following termination of all such Agreements, without the express written consent of the other Party. The non-solicitation provision shall survive the termination of the Agreement. Further, this provision shall be enforceable by suit for breach, for which the breaching Party shall be subject to all damages available to the full extent of the law.