

**RFP MUST BE RECEIVED AT THE DESIGNATED LOCATION SPECIFIED IN THIS SOLICITATION ON OR BEFORE:**

February 5, 2025  
at  
2:00 PM CT

**MAIL, COURIER, or HAND DELIVER PROPOSAL TO:**

Frankston ISD  
ATTN: Rachel Menjivar  
**AP Wiring Project**  
100 Perry Street  
Frankston ISD

*Show RFP Name, Opening Date and Time on Return Envelope*

**NOTES TO POTENTIAL RESPONDENTS:**

It is the Respondent's sole responsibility for preparing, submitting, and delivering a response with **all** required materials to the designated location on or before the published submittal deadline. Courier or delivery services may not deliver directly to the specified location. It is strongly recommended that the response be hand carried to insure receipt at the proper location:

- If mailing or sending by courier, the Respondent (Offeror) is cautioned to allow sufficient time for delivery prior to the published deadline to the location specified above.
- Failure to deliver, for whatever reason, may not be grounds for disputing the procurement solicitation process or any resulting contract award.

All questions relating to the RFP shall be in writing via e-mail as provided below.  
All responses will be posted on the FISD website.

**REFER INQUIRIES IN WRITING TO SOLICITATION CONTACT:**

ATTN: Rachel Menjivar  
Information Technology Web Applications Manager  
Email: rachelmenjivar@frankstonisd.net

Pursuant to the provisions of Texas Government Code §§2156.121 – 2156.127, sealed responses will be accepted until the date and time established for receipt. After receipt of responses, the names of Respondents will be made public after the contract award, if one is made. All responses submitted shall become the property of Frankston ISD upon receipt.

Failure to formalize the terms of the response by signing the RFP and completely submitting the required information may result in disqualification of the offer contained within the response. The respondent must indicate exceptions to the contract terms and conditions in the body of their response and offer alternative language to any contract terms and conditions when they submit a response to this solicitation. If a response is signed and submitted without including specific exceptions to the General Contract Terms included in this solicitation, Frankston ISD will not negotiate and reserves the right to start negotiations with other respondents. Respondent must review this solicitation in its entirety. Failure to do so can result in missing required information and will result in rejecting a response for failure to follow instructions.

**Notice**

This is an E-rate contract, to be billed to USAC at the 85/15 discount.  
E-rate funding is the deciding factor. Project will not begin until funded.  
If funding is refused the Project will not proceed.

Respondents must have a SPIN and supply SPIN on the response.

## REQUEST FOR PROPOSAL FRANKSTON ISD

**TITLE: AP Wiring Project**

**COMPETITIVE SEALED PROPOSALS WILL BE RECEIVED UNTIL 2:00 P.M., WEDNESDAY, FEBRUARY 5, 2025.**

RETURN PROPOSALS TO: Frankston ISD  
Rachel Menjivar  
100 W. Perry St.  
Frankston, TX 75763

All proposals must be submitted in a sealed envelope on the enclosed proposal form and received on or before the time specified above. The proposal envelope must be marked **“AP Wiring Project RFP 2025”**

### STATEMENT OF WORK

Frankston ISD is seeking responses to this solicitation from qualified individuals or firms (Respondents) to perform the services described below (Work) to offer updates to internal network connections located at Frankston High School, 100 Perry Street, Frankston, TX 75763.

### SPECIFICATIONS OF WORK

- A total of 100 drops run in the District
  - 100 LAN ports located above drop ceiling for wireless access points running from classrooms in the Middle School, Elementary, and High School classrooms located in the Career and Technology building, AG classrooms, HS Gym, and DAEP classrooms to appropriate IDF closet (vendor supplies all materials and labor)
  - Approximately 33,450 total feet of cabling
- All wiring must be CAT 6 (CAT 6a acceptable as required by length of run)
- Plenum rated cable must be used as necessary.

**\*On site walk through required and will be weighted in selection process.\***

Prospective vendors may inspect the site by contacting Rachel Menjivar at (903) 876-5920 or email [rachelmenjivar@frankstonisd.net](mailto:rachelmenjivar@frankstonisd.net). All questions must be submitted in writing to [rachelmenjivar@frankstonisd.net](mailto:rachelmenjivar@frankstonisd.net) no later than 2:00 pm on Friday January 31, 2025. Questions will be answered via the FISD website at [www.frankstonisd.net/rfp](http://www.frankstonisd.net/rfp)

### FAIR AND OPEN COMPETITION

The Request for Proposal (RFP) meets the competitive proposal requirements as described in 2 CFR 200.320(b)(2) and creates full and open competition as the statement of work within the proposal is modifiable/amendable by Respondent. Items that are brand-labeled are to be considered 'or equal'. Brand name will not affect award selection.

### PRICING OPTIONS

- Response to include pricing breakdown of:
- All associated costs as required for building code compliance (permitting, inspection, etc.).
- Service costs for 60-month period.
- All non-recurring and monthly recurring costs.
- After-hour costs.

**Frankston ISD shall not be liable to any Respondent, person or entity for any losses, expenses, costs, claims or damages of any kind:**

Arising out of, or by reason of, or attributable to, the Respondent responding to this RFP. As a result of the use of any information, error or omission contained in this RFP document or provided during the RFP process. The selected respondent(s) as provider of the Work to FISD shall:

- Be expected to maintain a high degree of confidentiality throughout the process.

- Be subject to the State’s “open records” laws.

**SELECTION CRITERIA**

Proposals shall be evaluated based on the weights assigned below to each evaluation criteria. If additional information or proposal clarification is required, the RFP evaluation team shall make written requests to the appropriate respondent(s) and require all responses to be made in writing. To request clarification of evaluation criteria, contact Rachel Menjivar at [rachelmenjivar@frankstonisd.net](mailto:rachelmenjivar@frankstonisd.net).

<b>Selection Criteria</b>	
Purchase Price	30
Past-Experience with Frankston ISD	10
References	10
Proximity to district to ensure expedient support	25
Site Visit	25
<b>TOTAL</b>	<b>100</b>

The undersigned affirms they have familiarized themselves with the local conditions under which the work is to be performed and have satisfied themselves of matters that may be incidental to the work before submitting a proposal. The selected vendor must submit their proposals on the attached forms and the forms must be originally signed.

**Faxed or e-mailed proposals will not be accepted.**

By submitting and signing the attached proposal forms, each vendor is indicating that he/she has read and understood the instructions, terms, conditions, specifications, and invitation to proposal and agrees to comply with and be bound by its precepts. Submission of a proposal form shall constitute an offer on such terms that shall remain open and irrevocable until such time as a proposal submitted on same has been accepted by the Frankston ISD.

**APPLICABLE DATES AND TIMES**

<b>Event</b>	<b>Date</b>
Available	<b>12/10/2024</b>
Deadline for Questions	<b>1/31/2025 2:00 PM Central</b>
Deadline for Walk-through	<b>2/03/2025 2:00 PM Central</b>
Closes for Review	<b>02/05/2025 2:00 PM Central</b>
Review/Evaluations Complete	<b>2/12/2025 2:00 PM Central</b>
Start of Service*	<b>7/1/2025</b>

*\* Project will not begin until funded. If funding is refused Project will not proceed.*

**Award Process**

FISD shall be the sole judge in making this determination and it shall be done if it is determined to be in FISD’s best interest. Contracts shall only be awarded to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

During the review period, respondents shall refrain from contacting any FISD employee, agent, representative, assignee, designee, or client of FISD regarding open solicitations, unless expressly requested by solicitation contact. Proposals and pricing shared in any form of communication, other than in the respondent’s submitted proposal, will void respondent’s submission, unless expressly requested by the solicitation contact during the review period.

**Compliance with FISD Policies and Procedures**

Respondent is notified that in the event of an award the following procedures, at a minimum, shall apply to contractor’s employees and subcontractors while on FISD property:

- a. Visible name badge must be worn while on the property;
- b. Prohibition on smoking or tobacco use;
- c. Fire safety;
- d. Hazardous Materials;
- e. Drug-free workplace; and,
- f. Prohibition of sexual harassment, or harassment or discrimination based on race, color, national origin, age, sex, religion, disability or sexual orientation.

- g. External doors ***MUST NOT*** be propped open at any time for any reason;
- h. Contractor must check in with FISD staff in designated area

## RESPONSE SUBMITTAL AND INQUIRIES

### SUBMITTAL DEADLINE AND LOCATION

- All proposals must be received by Frankston ISD at the designated location indicated on the cover page of the solicitation no later than the time and date specified.
- It is the Respondent's sole responsibility for preparing, submitting, and delivering a response with all required materials to the designated location on or before the published submittal deadline.
- Late offers properly identified will be returned to Respondent unopened. Late offers will not be considered under any circumstances.

### SUBMITTAL INSTRUCTIONS

**SIGNATURE** Proposals must be signed by Respondent's company official, or representative authorized to commit such proposals and bind the Respondent in the event of a contract award. Failure to sign the submitted proposal may be basis for disqualification.

**PACKAGING** Proposal package (envelope/box/carton) must indicate on the lower left-hand corner:

the Respondent's company name,  
the proposal opening date,  
RFP title

**RESPONSE CONTACT** Cover page of proposal must include:

- Company name
- Proposal contact
- Contact phone
- Contact e-mail

**RESPONSE INCLUSION** Proposal must include:

- Tab A – RFP
  - Initialed RFP
  - Completed 2021 dated W-9 or equivalent.
  - Completed Exhibit A: Authorized Key Personnel
  - OPTIONAL ONLY: Additional certifications/documentation (e.g., HUB, certifications).
- Tab B – Finance
  - Respondent Insurance
  - Commercial General Liability
  - Workers' Compensation
- Tab C – Company Information
  - Experience/Qualifications
  - Executive summary of respondent to include:
    - Education and certification (if applicable) of account manager(s)
    - Three references with contact information of similar standing as Frankston ISD
- Tab D – Proposed Services
  - Functionality and capability to include:
    - Hardware
      - Brand
      - Functionality
      - Integration with current system.
    - Methodology of
      - Installation,
      - Preventative maintenance,
      - Emergency repairs.
- Tab E – Pricing
  - All associated costs as required for building code compliance (permitting, inspection, etc.).
  - All non-recurring and monthly recurring costs.
  - After-hour costs.
  - Payment terms
  - Early and/or prepay discounts

*Telephone and/or facsimile (Fax) and/or e-mail responses to this RFP are not acceptable. All costs and expenses related to the preparation and submittal of a response to this solicitation shall be borne by the Respondent. Upon receipt, all submittals shall become property of the Frankston ISD.*

**INQUIRIES AND INTERPRETATIONS**

Any questions or inquiries regarding the specifications or any other aspect of this solicitation must be received by email to solicitation contact: Rachel Menjivar at rachelmenjivar@frankstonisd.net.

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum (amendment) posted to the Frankston ISD website. All such addenda issued prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall consider and acknowledge specific receipt of each in his/her proposal response. Only those replies to inquiries, which are made by formal written addenda, shall be binding. Oral and other interpretations or clarification will be without legal effect.

**GENERAL TERMS AND CONDITIONS**

Any Contract awarded as a result of this RFP will contain the general terms and conditions listed below in this Section. Subcontractors are also obliged to comply with these provisions. Sample documents are provided for your reference.

**SAMPLE: CONTRACT TO PERFORM**

1. **BETWEEN** Frankston ISD AND \_\_\_\_\_

**Contract HS Internal Connection Upgrade**

This agreement ("Contract") is entered into by Frankston Independent School District, and \_\_\_\_\_ ("Contractor"), located at 100 Perry Street Frankston TX, 75763.

**Recitals**

Whereas, on December 10, 2024 FISD issued a Request for Proposal from qualified, independent respondents to \_\_\_\_\_ and on \_\_\_\_\_, 20XX issued its official response to questions (collectively "RFP"); and

Whereas, Contractor submitted a proposal (Proposal) dated \_\_\_\_\_, 20XX, in response to FISDFISD's RFP; and

Whereas, Contractor was selected to \_\_\_\_\_ (online student software for FISD).

Now Therefore, FISD and Contractor hereby agree as follows:

**Authority**

This Contract is entered into pursuant to TEC 44.031 (3).

**Services, Standards of Performance and Contract Administration**

Contractor shall provide the services and the deliverables described herein in the manner required by all the following documents:

- 1. This Contract
- 2. The Statement of Work
- 3. Exhibit A: Authorized Key Personnel List
- 4. Completed Proposal

All the above are attached to and incorporated as part of this Contract for all purposes. All these documents constitute the Standards of Performance for this Contract.

In the case of conflicts between this Contract and any of the above exhibits, the following shall control in this order of priority:

- 1. This Contract
- 2. The Statement of Work
- 3. Exhibit A: Authorized Key Personnel List
- 4. Completed Proposal

Contractor shall provide all of the above services and all reasonably related services in accordance with applicable professional standards of a Contractor providing architectural services. Contractor represents and warrants that it has the requisite qualifications, experience, personnel and other resources to perform in the manner required by this Contract. FISDFISD shall designate a Project Manager for this Contract. The Project Manager will serve as the point of contact between FISD and Contractor. FISD Project Manager shall supervise FISD review of Contractor's technical work, deliverables, draft reports, the final report, payment requests, schedules, financial budget administration and similar matters. The Project Manager does not have any express or implied authority to vary the terms of the Contract, amend the Contract in any way or waive strict performance of the terms or conditions of the Contract

**GENERAL CONTRACT TERMS**

1. **Funding** All obligations of FRANKSTON ISD and Customers are subject to the availability of legislative appropriations and, for Customers expending federal funds, to the availability of the federal funds applicable to the Contract. The Respondent acknowledges that the ability of *FRANKSTON ISD* and the Customers to make payments under the Contract is contingent upon the continued availability of funds. The Respondent further acknowledges that funds may not be specifically appropriated for the Contract and the FRANKSTON ISD or Customers continual ability to make payments under the Contract is contingent upon the funding levels appropriated for each particular appropriation period. FRANKSTON ISD and the Customers will use all reasonable efforts to ensure that such funds are available. The Respondent agrees that if future levels of funding for *FRANKSTON ISD* or a Customer are not sufficient to continue operations without any operational reductions, *FRANKSTON ISD*, or the Customer, in its discretion, may terminate the Contract or a pending order under the Contract, either in whole or in part. In the event of such termination, *FRANKSTON ISD* or the Customer will not be considered to be in default or breach under the Contract, nor shall it be liable for any further payments ordinarily due under the Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. *FRANKSTON ISD* and the Customer shall make best efforts to provide reasonable written advance notice to the Respondent of any such Contract or order termination. In the event of such a termination, the Respondent shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination, either on the particular order if an order is being terminated, or the Contract, if the Contract is being terminated. *FRANKSTON ISD* or the Customer shall be liable for payments limited only to the portion of work FRANKSTON ISD or the Customer authorized in writing and which the Respondent has completed, delivered to FRANKSTON ISD or Customer, and which has been accepted by *FRANKSTON ISD* or Customer. All such work shall have been completed, per the Contract requirements, prior to the effective date of termination.
2. **NOGA** All contracts, agreements, and lease purchases that are to be paid with federal awards for each participating party shall strictly adhere to the regulations set forth in the Financial Accountability System Resource Guide (FASRG) of the Texas Education Agency (TEA), and the Education Department General Administrative Regulations (EDGAR) of the U.S. Department of Education. These requirements include but are not limited to (RE: Code of Federal Regulations [CFR Appendix II Part 200]):
  - Contract is effective upon receipt by the member of the Notice of Grant Award (NOGA)
  - Award must maintain an award status for the duration of the grant period of availability.
  - All services must be completed in the duration of the grant period of availability.
  - Services must be invoiced monthly after services are received.
3. **NON-EXCLUSIVE CONTRACT** In an effort to promote fair and open competition, FRANKSTON ISD reserves the right to award multiple contracts.
4. **Personnel** Contractor shall assign only qualified personnel to this Contract. On the date of *FRANKSTON ISD'S* execution of this Contract, *FRANKSTON ISD* project manager shall authorize the key personnel listed in Exhibit D of this Contract to provide services under this Contract. Contractor, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to accomplish the tasks and services required. Contractor shall provide to *FRANKSTON ISD* prior written notice and obtain written approval from *FRANKSTON ISD* prior to any change in key personnel involved in providing services under this Contract.
5. **Invoices** Invoices shall be sent directly to Frankston ISD. Payments are processed after business office has been notified that the items have been received in good condition and installation is complete. Invoices must detail the items delivered and must reference the purchase order number for speed in processing.
6. **Contract Monitoring** All pricing provided in the proposal should include a specific deliverable or a set of deliverables that demonstrate successful completion of activities. All activities must have documentation to support their completion. *FRANKSTON ISD* reserves the right to reject goods or services which do not address the deliverables stated in the contract and do not meet *FRANKSTON ISD* quality review. Monitoring may include, but is not limited, to reviewing invoices to ensure the receipt and acceptance of goods and services per contract requirements and monitoring contracts for certain administrative reporting activities stated in the contract terms and conditions or in any special provisions. These include contractor reporting of any litigation, lobbyist activities, changes in ownership or financial status, and key changes on personnel, and monitoring agency compliance with statutes, rules, and regulations governing state agency contract and procurement activities. *FRANKSTON ISD* expects the contractor to be responsive to requests for documentation for purposes of monitoring.
7. **Vendor Performance Deficiency** Non-performance of the award vendor in terms of specifications shall be a basis for the termination of award. Cancellation by FRANKSTON ISD may be made upon thirty (30) calendar days' written notice to the awarded vendor. FRANKSTON ISD shall not pay for work, equipment, or supplies which are unsatisfactory. Vendor shall be given a reasonable opportunity (30 calendar days) before termination, to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.
8. **Subcontractors providing services under the Contract** Subcontractors providing services under the Contract shall meet the same requirements and level of experience as required of Contractor. No subcontract under the Contract shall relieve Contractor of responsibility for ensuring the requested services are provided. If Contractor uses a subcontractor for any or all of the work required, the following conditions shall apply: (a) Contractors planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors. (b) Subcontracting shall be solely at Contractor's expense. (c) *FRANKSTON ISD* retains the right to check subcontractor's background and approve or reject the use of submitted subcontractors. (d) Contractor shall be the sole contact for *FRANKSTON ISD*. Contractor shall list a designated point of contact for all *FRANKSTON ISD* inquiries.
9. **Payments** Prior to authorizing payment to Contractor, *FRANKSTON ISD* shall evaluate Contractor's performance. Contractor shall provide invoices to *FRANKSTON ISD* for Commodities/Services provided/performed. Invoices must be submitted not later than the 15<sup>th</sup> day of the month after the Services are completed. No payment whatsoever shall be made under this contract without the prior submission of detailed, correct invoices. Subject to the foregoing, *FRANKSTON ISD* must make all payments in accordance with the

- Texas Prompt Payment Act, *Government Code*, Chapter 2251. Payments under this Contract are subject to the availability of appropriated funds. Contractor acknowledges and agrees that payments for services provided under this Contract are contingent upon FRANKSTON ISD receipt of funds appropriated by the Texas Legislature.
10. **Guarantee** A minimum of ninety (90) days guarantee or standard commercial warranty, whichever is greater, shall be provided on all materials. In the event of failure, the vendor agrees to repair or replace such units at no cost to FRANKSTON ISD, within ten (10) working days.
  11. **Term and Termination** This Contract shall become effective on the date signed by the appropriate official of FRANKSTON ISD. Notwithstanding the termination or expiration of this Contract, the provisions of this Contract regarding confidentiality, indemnification, transition, records, right to audit and independent audit, property rights, dispute resolution, invoice and fees verification, and default shall survive the termination or expiration dates of this Contract. FRANKSTON ISD may, in its sole discretion, terminate this Contract upon thirty (30) days' written notice to Contractor. Such notice may be provided by facsimile or certified mail return receipt requested and is effective upon Contractor's receipt. In the event of such termination, the Respondent shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. Customers shall be liable only for payments for any goods or services ordered from the Respondent before the termination date.
  12. **Rights to Invention** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
  13. **Clean Air Act (42 U.S.C. 7401–7671q.)** and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
  14. **Energy Policy and Conservation Act** Respondent certifies it is in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
  15. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)—Contractors that apply or bid with CFR 202 for an award exceeding \$100,000 must file the required certification. Each tier certifies 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The respondent represents and warrants that ordering entities' payments to the Contractor and Contractor's receipt of appropriated or other funds under any of this or any resulting agreement are not prohibited by Government Code §556.005 or §556.008.
  16. **Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the guidelines. 2 CFR § 200.323; 40 CFR §247
  17. **Prohibition of Certain Telecommunications and Video Surveillance Services and or Equipment** In accordance with Public Law 115-232,889(f)(1) FRANKSTON ISD is prohibited from using federal funds to procure, obtain or enter contracts for certain telecommunication and video surveillance services or equipment. Vendor certifies that it does not use any covered telecommunication equipment or services per FAR 52.204-25. If it is discovered the Vendor does use prohibited telecommunications equipment, the Vendor must follow the reporting requirements. FRANKSTON ISD reserves the right to terminate any contract any contract in whole or, from time to time, in part if the FRANKSTON ISD determines that a termination is in FRANKSTON ISD's best interest. 2 CFR § 200.216
  18. **Termination for Convenience** Pursuant to 48 CFR 52.249.2 when federal funds are expended by FRANKSTON ISD, FRANKSTON ISD, reserves the right to immediately terminate any Agreement in excess of \$10,000 in the event of a breach or default of the Agreement by Vendor, in the event vendor fails performance of work under any contract in whole or, from time to time, in part if the FRANKSTON ISD determines that a termination is in FRANKSTON ISD's best interest. FRANKSTON ISD may terminate any resulting contract for convenience by providing (1) a statement that the contract is being terminated for the convenience of the member, (2) the effective date of termination, (3) the extent of termination, (4) any special instructions, and (5) the steps the contractor is to take to minimize the impact on personnel. Upon any notification of termination for convenience, the contractor is to (1) stop work immediately on the terminated portion of the contract, (2) terminate all subcontracts related to the terminated portion of the prime contract, (3) advise FRANKSTON ISD of any special circumstances precluding stoppage of work, (4) perform the continued portion of the contract if the termination is partial, (5) take any action necessary to protect property in the contractor's possession in which the member has an interest, (6) notify the member of any legal proceedings growing out of any subcontract, (7) settle any subcontractor claims arising out of the termination, and (8) dispose of termination inventory as directed by the Agency. FAR 52.249-5



19. **Termination for Cause/Default** If vendor is found to be in default under any provision of this contract, FRANKSTON ISD may cancel the contract without notice and either re-solicit or award the contract to the next best responsive and responsible respondent. In the event of abandonment or default, contractor will be responsible for paying damages to the Frankston ISD including, but not limited to, re-procurement costs, and any consequential damages to FRANKSTON ISD resulting from contractor's non-performance. The defaulting contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work unless the specification or scope of work is significantly changed. FRANKSTON ISD expressly does not waive any rights, remedies, privileges, or immunities available to it as an agency of the State of Texas or otherwise available to it under the referenced contract and under applicable law among other things, FRANKSTON ISD reserves the right to refer this matter to the Office of the Attorney General of the State of Texas for handling. TGC 552.374
20. **Termination for Non-Appropriations** The award contract is subject to the appropriation of funds each fiscal year by Frankston ISD. FRANKSTON ISD cannot guarantee purchases obligated with federal awards. Pursuant to 2 CFR 200.339-346, the funding grant may be suspended or terminated. In the event of a termination, the Respondent will be paid for services rendered and the contract terminated effective upon notice of termination.
21. **No Liability Upon Termination** If this Contract is terminated for any reason, FRANKSTON ISD and the State of Texas shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. FRANKSTON ISD and Customers shall retain ownership of all associated work products and documentation obtained from the Respondent under the Contract. However, Contractor may be entitled to the remedies provided in Government Code, Chapter 2260.
22. **Right to Audit** Contractor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Contractor shall maintain all such documents and other records relating to this Contract and the State's property for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the "Work" as defined in this Contract. Contractor and the subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Contractor must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by FRANKSTON ISD and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor. Contractor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. Contractor's failure to comply with this Section shall constitute a material breach of this Contract and shall authorize FRANKSTON ISD and the State of Texas to immediately assess appropriate damages for such failure. Pursuant to Government Code, §2262.003 the acceptance of funds by Contractor or any other entity or person directly under this Contract, or indirectly through a subcontract under this Contract, shall constitute acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds. Contractor acknowledges and understands that the acceptance of funds under this Contract shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. Contractor shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. Furthermore, under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.
23. **No Conflicts of Interest** Vendor represents and warrants that the provision of goods and services or other performance will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Award contracts valued above \$1 million (\$1,000,000.00) or require member Board approval, a Certificate of Interested Parties must be completed through the Texas Ethics Commission. The Cooperative will not be responsible for members' obligation to comply with this standard. The Cooperative has no formal tracking options of contracts once award is released. TGC §§ 2252.908, 2254.032, 2261.252(b)
24. **Conflict of Interest Dealings with Public Servants Affirmation:** Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response. TGC §§ 572.051(a)(1), 2155.003; 34 TAC § 20.157; 31 U.S.C. 503; 2 CFR § 200.112; 2 CFR § 200.318(c)(1)
25. **E-Verify Program** Vendor certifies that for contracts for services, Vendor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of: 1. all persons employed by Vendor to perform duties within Texas; and 2. all persons, including subcontractors, assigned by Vendor to perform work pursuant the contract within the United States of America. The Vendor shall provide, upon request of FRANKSTON ISD, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Vendor, and Vendor's subcontractors, as proof that this provision is being followed. If it is determined that Vendor has violated the certifications set forth in this Section, then (1) Vendor shall be in breach of contract, (2) FRANKSTON ISD shall have the option to terminate the contract for cause without prior notice, and (3) in addition to any other rights or remedies available to FRANKSTON ISD under the contract, Respondent shall be responsible for all costs incurred by Cooperative to obtain substitute services to replace the terminated contract. Executive Order RP-80: Federal E-Verify System
26. **Human Trafficking** Under Section 2155.0061 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. TGC § 2155.0061
27. **Prior Employment** In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Respondent certifies that it does not employ an individual who has been employed by Frankston ISD or another agency at any time during the two years preceding the submission of the Response or, in the alternative, Respondent has disclosed in its Response the following: (i) the nature of the previous employment with Frankston ISD or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination. TGC §2254.033

28. **Small Business** Frankston ISD requests that small and minority owned businesses, women’s business enterprises, and labor surplus area firms submit their documentation at time of response. This is basically accomplished using the Texas Certified Historically Underutilized Business (HUB) list. 2 CFR §200.321
29. **Buy American Act** FRANKSTON ISD may apply domestic preference on products produced and/or manufactured in the United States. As required by the Buy American provision, all products must be of domestic origin by 7 CFR Part 210.21(d). Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request.
30. **Buy America** Vendor must comply with 49 USC 5323(j)(1) Buy America, and the applicable regulations in 49 CFR part 661. Products comprised of steel, iron, and manufactured goods produced in the United States must be reasonably available contains more than 70% United States manufactured components
31. **Buy Texas** In accordance with Government Code, Section 2155.4441, the State of Texas requires that during the performance of a contract for services, Contractor shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.
32. **Boycott** Per Senate Bill 252 Sec. 2252, Contracts with companies engaged in business with prohibited "Foreign terrorist organization" nulls the company’s bid submission. I hereby further certify that my company is not engaged in business with prohibited foreign organizations.
33. **Prohibition** Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its response.
34. **Felony Conviction** State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states that “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator 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. Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before termination of the contract. This notice is not required of a publicly held corporation.
- My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.  
 My firm is not owned or operated by anyone who has been convicted of a felony.  
 My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:  
 Details of Conviction(s)(attach additional information as needed):
- 
35. **Residency**
- a. **Resident Bidder** In order for a bid to be considered, the following information must be provided. Failure to complete will result in rejection of the bid: ‘As defined by Texas House Bill 602, a “nonresident bidder” means a bidder whose principal place of business is not in Texas but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.’
- I certify that my company is a “Resident Bidder”
- b. **Non-Resident Bidder** If you qualify as a “nonresident bidder” you must furnish the following:  
 Resident state: \_\_\_\_\_
- Does your “residence state” require bidders whose principal place of business is in Texas to underbid bidders whose residence state is the same as yours by a prescribed amount or percentage to receive a comparable contract?  No  Yes, What is the amount or percentage? \_\_\_\_\_%
36. **Survival of Terms** Termination of the Contract for any reason shall not release the Respondent from liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, invoice and fees verification.
37. **Confidentiality and Public Information** Notwithstanding any provisions of this Contract to the contrary, Contractor understands that *FRANKSTON ISD* will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. *FRANKSTON ISD* agrees to notify Contractor in writing within a reasonable time from receipt of a request for information related to Contractor’s work under this contract. Contractor will cooperate with *FRANKSTON ISD* in the production of documents responsive to the request. *FRANKSTON ISD* will make a determination whether to submit a Public Information Act request to the Attorney General. Contractor will notify *FRANKSTON ISD* General Counsel within twenty-four (24) hours of receipt of any third party requests for information that was provided by the State of Texas for use in performing the Contract. This Contract and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. Contractor agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Contract, including information which discloses confidential personal information particularly, but not limited to, social security numbers. The Comptroller of Public Accounts recommends that pursuant to SB 1368, state governmental entities include the following language in their contracts: **“Contractor is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.”** In addition to this recommended language, the Comptroller also advises that in order to **comply with the new statutory requirements**, each state governmental entity should supplement this provision with the additional terms agreed upon by the parties regarding the specific format by which the vendor is required to make the information accessible by the public.
38. **Insurance and Other Security** Contractor represents and warrants that it will, within five (5) business days of executing this agreement, provide *FRANKSTON ISD* with current certificates of insurance and bonding information or other proof acceptable to

*FRANKSTON ISD* of the following insurance coverage: Standard Workers Compensation Insurance covering all personnel who will provide services under this Contract; Commercial General Liability Insurance, personal injury and advertising injury with, at a minimum, the following limits: \$500,000 minimum each occurrence; \$1,000,000 per general aggregate. Contractor represents and warrants that all of the above coverage is with companies licensed in the state of Texas, with "A" rating from Best, and authorized to provide the corresponding coverage. Contractor also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to *FRANKSTON ISD*. Contractor represents and warrants that it shall maintain the above insurance coverage during the term of this Contract, and shall provide *FRANKSTON ISD* with an executed copy of the policies immediately upon request.

39. **Indemnification Acts or Omissions** Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
40. **Infringements**
- a. Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.
- b. Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by:
- use of the product or service for a purpose or in a manner for which the product or service was not designed,
  - any modification made to the product without Vendor's written approval,
  - any modifications made to the product by the Vendor pursuant to Customer's specific instructions,
  - any intellectual property right owned by or licensed to Customer, or
  - any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.
- c. If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense.
- procure for the Customer the right to continue to use the affected portion of the product or service, or
  - modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.
41. **Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity**
- a. VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.
- b. VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
42. **Changes In Law and Compliance with Laws** Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated
43. **Taxes** Purchases made by *FRANKSTON ISD* are exempt from the State Sales Tax and Federal Excise Tax. *FRANKSTON ISD* will furnish Tax Exemption Certificates to vendor prior to purchase as requested by vendor. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from the contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of vendor or its employees. *FRANKSTON ISD* shall not be liable for any taxes resulting from the contract.
44. **Dispute Resolution** The dispute resolution process provided for in Texas *Government Code*, Chapter 2260 shall be used by *FRANKSTON ISD* and Contractor to resolve any dispute arising under the Contract. The dispute resolution process provided for in

- Chapter 2260 shall be used, as further described herein, to attempt to resolve a claim for breach of contract asserted by the Respondent under the Contract. If the Respondent's claim for breach of Contract cannot be resolved by the Parties in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Respondent shall submit written notice, as required by Chapter 2260, to the Deputy Comptroller or his or her designee. The notice shall also be given to the individual identified in the Contract for receipt of notices. Compliance by the Respondent with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260. The contested case process provided in Chapter 2260 is the Respondent's sole and exclusive process for seeking a remedy for an alleged breach of Contract by FRANKSTON ISD if the Parties are unable to resolve their disputes as described above. Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of the Contract by FRANKSTON ISD nor any other conduct of any representative of the FRANKSTON ISD relating to the Contract shall be considered a waiver of sovereign immunity to suit. For all other specific breach of contract claims or disputes under the Contract, FRANKSTON ISD and the Respondent shall first attempt to resolve them through direct discussions in a spirit of mutual cooperation. If the Parties' attempts to resolve their disagreements through negotiations fail, the dispute will be mediated by a mutually acceptable third party to be chosen by FRANKSTON ISD and the Respondent within fifteen (15) days after written notice by one of them demanding mediation under this Section. The Respondent shall pay all costs of the mediation unless FRANKSTON ISD in its sole good faith discretion, approves its payment of all or part of such costs. By mutual agreement, FRANKSTON ISD and the Respondent may use a non-binding form of dispute resolution other than mediation. The purpose of this Section is to reasonably ensure that FRANKSTON ISD and the Respondent shall, in good faith, utilize mediation or another non-binding dispute resolution process before pursuing litigation. FRANKSTON ISD participation in, or the results of, any mediation or other non-binding dispute resolution process under this Section or the provisions of this Section shall not be construed as a waiver by FRANKSTON ISD of (1) any rights, privileges, defenses, remedies, or immunities available to FRANKSTON ISD; (2) FRANKSTON ISD termination rights; or (3) other termination provisions or expiration dates of the Contract. Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by FRANKSTON ISD the Respondent shall continue performance and shall not be excused from performance during the period any breach of contract claim or dispute is pending under either of the above processes; however, the Respondent may suspend performance during the pendency of such claim or dispute if the Respondent has complied with all provisions of §2251.051, Gov't Code, and such suspension of performance is expressly applicable and authorized under that law.
45. **Representations, Warranties, and General Provisions 12.2. Eligibility** Under Government Code, Section 2155.004 (relating to certain taxes), Contractor represents and warrants that Contractor is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this representation and warranty is inaccurate. Contractor represents and warrants that it is not delinquent in the payment of any franchise taxes owed the State of Texas. Also, Government Code, Section 2155.004 prohibits a person or entity from receiving a state contract if that person or entity received compensation for participating in preparing the solicitation or specifications for the Contract.
46. **Liability for Taxes Contractor represents and warrants that it shall pay all taxes or similar** amounts resulting from this Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. *FRANKSTON ISD* shall not be liable for any taxes resulting from this Contract.
47. **Amendments** Except as provided in this Contract, this Contract may be amended only upon written agreement between *FRANKSTON ISD* and Contractor; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void ab initio.
48. **Applicable Law; Venue** This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Gregg County, Texas.
49. **Strict Compliance** Time is of the essence in the performance of this Contract. Contractor shall strictly comply with all of the deadlines, requirements, and Standards of Performance for this Contract.
50. **Assignments** Without the prior written consent of *FRANKSTON ISD* Contractor may not assign this Contract, in whole or in part, and may not assign any right or duty required under it.
51. **Partially Completed Work** No later than the first calendar day after the termination of this Contract, or at *FRANKSTON ISD* request, Contractor shall deliver to *FRANKSTON ISD* all completed, or partially completed, work and any and all documentation or other products and results of these services. Failure to timely deliver such work or any and all documentation or other products and results of the services shall be considered a material breach of this Contract. Contractor shall not make or retain any copies of the work or any and all documentation or other products and results of the services without the prior written consent of *FRANKSTON ISD*.
52. **Federal, State, and Local Requirements** Contractor shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation Insurance coverage. Contractor shall comply with all federal and State tax laws and withholding requirements. The State of Texas shall not be liable to Contractor or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from Contractor's omission or breach of this Section.
53. **Severability Clause** In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
54. **Applicable Law and Conforming Amendments** Contractor must comply with all laws, regulations, requirements and guidelines applicable to a Contractor providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. *FRANKSTON ISD* reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for *FRANKSTON ISD* or Contractor's compliance with all applicable State and federal laws, and regulations.

55. **No Waiver** Nothing in this Contract shall be construed as a waiver of the state's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. *FRANKSTON ISD* does not waive any privileges, rights, defenses, or immunities available to *FRANKSTON ISD* by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.
56. **Independent Contractor** Contractor or Contractor's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services under any PO resulting from this RFP. Contractor or Contractor's employees, representatives, agents and any subcontractors shall not be employees of *FRANKSTON ISD*. Should Contractor subcontract any of the services required in this RFP, Contractor expressly understands and acknowledges that in entering into such subcontract(s), *FRANKSTON ISD* is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve bidder of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this RFP.
57. **Secure Erasure of Hard Disk Capability** All equipment provided to *FRANKSTON ISD* by vendor that is equipped with hard disk drives (i.e., computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such equipment, either at the end of the equipment's useful life or the end of the related services agreement for such equipment.
58. **Limitation on Authority; No Other Obligations** Contractor shall have no authority to act for or on behalf of *FRANKSTON ISD* or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or *FRANKSTON ISD*.
59. **Patent, Trademark, Copyright and Other Infringement Claims** Contractor shall indemnify, save and hold harmless the State of Texas from and against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from the State's or Contractor's use of or acquisition of any services or other items provided to the State of Texas by Contractor or otherwise to which the State of Texas has access as a result of Contractor's performance under this Contract, provided that the State shall notify Contractor of any such claim within a reasonable time of the State's receiving notice of any such claim. If Contractor is notified of any claim subject to this section, Contractor shall notify *FRANKSTON ISD* of such claim within five (5) business days of such notice. No settlement of any such claim shall be made by Contractor without *FRANKSTON ISD*'s prior written approval. Contractor shall reimburse the State of Texas for any claims, damages, losses, costs, expenses, judgments or any other amounts, including, but not limited to, attorneys' fees and court costs, arising from any such claim. Contractor shall pay all reasonable costs of the State's counsel and shall also pay costs of multiple counsel, if required to avoid conflicts of interest. Contractor represents that it has determined what licenses, patents and permits are required under this Contract and has acquired all such licenses, patents and permits.
60. **Electrical Items** All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).
61. **Legal and Regulatory Actions** Respondent represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Respondent or any of the individuals or entities included in the Response within the five (5) calendar years immediately preceding the submission of the Response that would or could impair Respondent's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Cooperative's consideration of the Response. If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings, or investigations, etc. that would or could impair Respondent's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Cooperative's consideration of the Response. In addition, Respondent represents and warrants that it shall notify Cooperative in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update Cooperative shall constitute breach of contract and may result in immediate termination of the contract.
62. **License Grant** Respondent hereby grants to member a non-exclusive, perpetual, irrevocable, worldwide, transferable, fully paid, royalty-free, right and license: (a) to reproduce, modify, distribute, store, publicly perform, publicly display, create derivative works of, and otherwise exploit the deliverables, in each case without any restrictions and without accounting to Respondent; and (b) to sublicense any or all such rights to third parties.
63. **Change in Law and Compliance with Laws** Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
64. **Critical Infrastructure Subcontractors** For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commercial Code, Respondent shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Respondent will notify the Cooperative before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.
65. **Damage to Government Property** Respondent shall be liable for all damage to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the contract. Respondent shall notify the member in writing of any such

- damage within one (1) calendar day. Respondent is responsible for the removal of all debris resulting from work performed under the contract.
66. **Deceptive Trade Practices; Unfair Business Practices** Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings
67. **Equal Opportunity** Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of this Contract.
68. **Antitrust** Contractor represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.
69. **Financial Interests; Gifts** Contractor represents and warrants that neither Contractor nor any person or entity that will participate financially in this Contract has received compensation from *FRANKSTON ISD* or any agency of the State of Texas for participation in preparation of specifications for this Contract. Contractor represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with this Contract.
70. **False Statements; Breach of Representations** By signing this Contract, Contractor makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If Contractor signs Proposal or Contract with a false statement or it is subsequently determined that Contractor has violated any of the representations, warranties, guarantees, certifications, or affirmations included in this Contract, Contractor shall be in default under this Contract and *FRANKSTON ISD* may terminate or void this Contract for cause and pursue other remedies available to *FRANKSTON ISD* under this Contract and applicable law.
71. **Force Majeure** Neither Contractor nor *FRANKSTON ISD* shall be liable to the other for any delay in, or failure of performance, of any requirement included in any PO resulting from this RFP caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.
72. **Debts or Delinquencies to State** The Comptroller is prohibited from issuing any payment to a person or entity that has been reported as having an indebtedness or delinquency to the state. Contractor agrees that, to the extent Contractor owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Contractor is otherwise owed under this Contract shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Contractor agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas. Respondent agrees that any payments due under the contract shall be applied towards any debt or delinquency that is owed to the State of Texas. TGC § 2252.903
73. **Work Made for Hire** For the purposes of this Contract, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, intellectual property or other property developed, produced, or generated in connection with this Contract. All work performed pursuant to this Contract is made the exclusive property of *FRANKSTON ISD*. All right, title and interest in and to said property shall vest in *FRANKSTON ISD* upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in *FRANKSTON ISD*, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to *FRANKSTON ISD*. *Frankston ISD* shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor must give the *FRANKSTON ISD* and/or the State of Texas, as well as any person designated by *FRANKSTON ISD*, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Contractor for the services rendered under this Contract.
74. **Default** If Contractor is found to be in default under any provision of this Contract, *FRANKSTON ISD* may cancel the Contract without notice and either re-solicit or award the contract to the next best responsive and responsible Respondent. In the event of abandonment or default, Contractor will be responsible for paying damages to *FRANKSTON ISD* including but not limited to re-procurement costs, and any consequential damages to the State of Texas or *FRANKSTON ISD* resulting from Contractor's non-performance. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.
75. **Note to Respondent** Any terms and conditions attached to the response will not be considered unless specifically referred to on this Request for Proposal and may result in disqualification of the response.
76. **Certification Concerning Hurricane Relief** Sections §2155.006 and §2261.053, Government Code, prohibit state agencies from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004 Gov't code, occurring after September 24, 2005. Under §2155.006, Gov't Code, the Respondent certifies that the individual or business entity named in its Proposal is no ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certifications inaccurate.

77. **Immigration** The Contractor represents and warrant that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verifications forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) enacted on September 30, 1996.
78. **Davis-Bacon Act** as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
79. **Debarment and Suspension** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Access SAM at <https://www.sam.gov>.
80. **Drug Free Work Place** Respondent represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. § 701 et seq.) and maintain a drug-free work environment.
81. **Federal Occupational Safety and Health Law** Respondent represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15). Vendor warrants that the product sold to Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Vendor's expense. In the event Vendor fails to make the appropriate correction within a reasonable time (15 working days) correction made by the Buyer will be at the Vendor's expense.
82. **Substitutions** Substitutions are not permitted without written approval of Frankston ISD Education Service Center.
83. **Public Disclosure** No public disclosures or news releases pertaining to this contract shall be made without prior written approval of the FRANKSTON ISD.
84. **COMPUTER EQUIPMENT RECYCLING PROGRAM** Vendor certifies its compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328. TX Health Safety CODE § 361.965(c) 1 TAC §217.10 30 TAC §§328.131-155
85. **CONTRACTING INFORMATION RESPONSIBILITIES** Respondent agrees to (1) preserve all contracting information related to this contract as provided by the records retention requirements applicable to Cooperative for the duration of the contract plus one (1) calendar year, (2) promptly provide to Cooperative any contracting information related to the contract that is in the custody or possession of the Respondent at the request of Cooperative, and (3) on termination or expiration of the contract, either provide at no cost to Cooperative all contracting information related to the contract that is in the custody or possession of the Respondent or preserve the contracting information related to the contract as provided by the records retention requirements applicable to Cooperative. Except as provided by Section 552.374(c) of the TGC, the requirements of Subchapter J, Chapter 552, TGC, may apply to the contract and the Respondent agrees that the contract can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.
86. **COVID-19 Vaccine Passport Prohibition** Under Section 161.0085 of the Texas Health and Safety Code, Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract.
87. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
88. **VPTS Vendor Performance Tracking System** The VPTS provides the state procurement community with comprehensive online tool for evaluating vendor performance to reduce risk in the contract award process. Frankston ISD may report contractor to the VPTS system. For information on vendor performance reporting, please see the VPTS User Guide.
89. **Cyber Security Training** If Respondent has access to any state computer system or database, Respondent shall complete cybersecurity training and verify completion of the training program to the Cooperative pursuant to and in accordance with Section 2054.5192 of the Government Code.

90. **Dealing With Public Servants Affirmation** Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response. TGC §§ 572.051, 2155.003; 34 TAC § 20.157; 2 CFR § 200.318(c)(1)
91. **Disaster Recovery Plan** Upon request of Cooperative, Respondent shall provide the descriptions of its business continuity and disaster recovery plans. 13 TAC § 6.94(a)(9)
92. **Disclosure of Prior Employment** In accordance with Section 2254.033 of the TGC, relating to consulting services, Respondent certifies that it does not employ an individual who has been employed by Frankston ISD or another agency at any time during the two years preceding the submission of the Response or, in the alternative, Respondent has disclosed in its Response the following: (i) the nature of the previous employment with Frankston ISD or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination. TGC §2254.033
93. **Energy Company Boycotts** Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Cooperative.
94. **Americans with Disabilities Act** Respondent represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA) and its implementing regulations, as each may be amended.
95. **Assignments (For Goods)** Respondent shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from the Cooperative. Any attempted assignment in violation of this Section is void and without effect.
96. **Abortion Provider and Affiliate Transactions Prohibited** Respondent represents and warrants that the contract is not a taxpayer resource transaction prohibited by Section 2272.003 of the Texas Government Code and that payments made by member to Respondent and Respondent's receipt of appropriated funds under the contract are not prohibited by Article IX, Section 6.24 of the General Appropriations Act.
97. **Firearm Entities and Trade Association Discrimination** If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.
98. **Foreign Terrorist Organizations** Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
99. **Former Agency Employees** Respondent represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of the Cooperative during the twelve (12) month period immediately prior to the date of execution of the contract.
100. **ESBD Electronic State Business Daily Search Notices** pertaining to this RFP shall be posted on the Texas Comptroller of Public Accounts ESBD.
101. **Testing and Inspection** FRANKSTON ISD may test and inspect goods and services purchased under the Contract to ensure compliance with the specifications of this RFP and the Contract. FRANKSTON ISD may also test and inspect goods and services before they are purchased under the Contract. Authorized FRANKSTON ISD personnel shall have access to the Respondent's place of business for the purpose of inspecting the goods. To the extent practical, FRANKSTON ISD inspections will not disrupt the Respondent's daily operations. Tests shall be performed on samples submitted with the Proposal or on samples taken from regular shipments. All costs of testing and inspection shall be borne by the Respondent. In the event the goods tested fail to meet or exceed all conditions and requirements of the RFP and Contract, the goods will be rejected in whole or in part, at the State's option, and returned to the Respondent or held for disposition at the Respondent's expense. Latent defects may result in cancellation of the Contract at no expense to the state. If material fails to meet specifications, the Respondent will be notified by fax/mail or e-mail. The Respondent will have ten (10) working days after receipt of the notification to remove the rejected material from state property. Material will be removed at the Respondent's expense. Material not removed in the allotted time period will be disposed by the Customer. The Respondent will be charged for all disposable expenses conducted by the Customers.
102. **Formation of a Contract:** A response to this solicitation is an offer to Contract/Agreement with FRANKSTON ISD based upon the terms, conditions, scope of work, and specifications contained in this procurement solicitation. A solicitation/proposal does not become a Contract/Agreement unless and until it is accepted by FRANKSTON ISD after approval. Policy CH (Local) requires that all contracts or agreements shall be signed by FRANKSTON ISD *Superintendent* or designee. No other personnel are authorized to execute or enter into contracts on behalf of FRANKSTON ISD.
103. **Order Precedence** In the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract (or Notice of Award), Attachments to the Contract (or Notice of Award), Request for Proposals, and Respondent's Response to Request for Proposals.
104. **Protest** FRANKSTON ISD procedure for protests can be obtained by contacting the Purchasing Cooperative FRANKSTON ISD must disclose information regarding the protest to TEA or other awarding agency. 2 CFR § 200.318(k). The protestor must comply with 19 TAC §30.2002. Procedures for Protests, Dispute Resolution, and Appeals Relating to Purchasing and Contract Issues as outlined.
105. **Withdrawal of Proposal** Proposals may be withdrawn prior to the specified deadline by providing written notification to Frankston ISD Purchasing Cooperative. All approvals shall be based upon an acceptable written reason for the action.
106. **Signatories** The undersigned signatories represent and warrant that they have full authority to enter into this Contract on behalf of the respective parties.
107. **Merger** This Contract contains the entire agreement between Contractor and *Frankston ISD* supersedes any prior understandings or oral or written agreements between *FRANKSTON ISD* and Contractor on the matters contained herein. No modification, alteration, or



waiver of any term, covenant, or condition of this Contract and any attachments shall be valid unless in writing and executed by FRANKSTON ISD and Contractor.

108. **Notices** Any written notices required under this Contract will be by either hand delivery to Contractor's office address specified on Page 1 of this Contract or by U.S. Mail, certified, return receipt requested, to *Frankston ISD, 100 Perry Street Frankston TX, 75763*. Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party.

**COMPLIANCE**

Vendor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

\_\_\_\_\_  
Vendor Company Name

\_\_\_\_\_  
Unique Entity ID (SAM) #

\_\_\_\_\_  
Authorized Person - Printed Name

\_\_\_\_\_  
Authorized Person - Signature

\_\_\_\_\_  
Authorized Person - Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Address: Street, City, State, Zip

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Fax #

By: \_\_\_\_\_

Randi Westbrook, Business Manager  
*Frankston ISD*

Date: \_\_\_\_\_

**EXHIBIT A: AUTHORIZED KEY PERSONNEL – HS INTERNAL CONNECTION UPGRADE**

**AUTHORIZED KEY PERSONNEL**

**Authorized Key Personnel:**

Name	Title

**Signatures:**

\_\_\_\_\_  
*Frankston ISD*

\_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Felony Conviction Notification

State of Texas Legislative Senate Bill No. 1, section 44.034, Notification of Criminal History Subsection (a), states, "a person or business entity that enters into a contract with a School District must give advance notice to the district if the person or owner or operator 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.

Subsection (b) states, "a school District may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in services performed before the termination of the contract.

### This notice is not required of a publicly held corporation

Please complete the information below:

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been received by me and the following is true to the best of my knowledge.

Vendor's Name: \_\_\_\_\_

Authorized Company Official's Name (Please Print or Type) \_\_\_\_\_

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s) \_\_\_\_\_

Details of Conviction(s) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_