DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT STANDARD TERMS & CONDITIONS

THE TERMS AND CONDITIONS CONTAINED HEREIN APPLY TO ALL PROCUREMENT METHODS THE DISTRICT MAY USE

1. Statement of Inclusion/Applicability
The Instructions to Proposers are applicable to all Bid Invitations issued by the Dripping Springs ISD, and by this inclusion, they become an integral part of any contract which is awarded, or purchase order which is issued in association with this Bid Invitation.

2. Bid Preparation and Submission Procedures
Request for Proposals will be received until the deadline indicated in the Notification of the Invitation to Bid.

Each proposal must be submitted in a SEALED envelope. The outside of the envelope (or other package or container) must bear the following information in clear and legible form:

a) in the upper left-hand corner: print the full name and address of the bidding entity, and the name and telephone number, including the area code, of the person to contact with questions about the bid submission, and

b) in the lower left-hand corner: “Proposal Enclosed,” the proposal name, proposal number, and submission deadline indicated on the Notice of Invitation to Bid.

Proposals may be submitted by U. S. Mail, common carrier, or other courier or delivery service, or by hand delivery. If forwarded by mail or other courier or delivery service, the sealed envelope, identified as indicated above, should be enclosed in another envelope addressed as specified below. Dripping Springs Independent School District will not be responsible for bids or related correspondence that are missent, misdelivered, or misplaced. Proposals may be mailed to or hand delivered to:

Dripping Springs Independent School District – Purchasing Department 510 West W. Mercer Street, Dripping Springs, Texas 78620

Bids, which are opened prior to the bid opening because of failure to adhere to the above addressing and identification criteria, will not be considered and will not be returned. Bids received after the deadline will not be accepted for consideration, and will be returned unopened. Bids received in an unsealed condition will not be considered and will not be returned. Faxed bids or related communications will not be accepted.

A representative of the bidding entity who is authorized to enter into contracts on behalf of the bidding entity must manually sign the Proposal Certification Form in ink. The person signing the proposal must indicate his/her title along with signature. Bids received without manual signature from an authorized representative will not be considered.

Bidders must use the bid forms provided and must submit with bid. Any change made to any written response on any of the bid documents must be made in ink by marking through the original entry and clearly entering the new information alongside the change. Changes must not be made with correction fluid. All changes must be “initialed” by the person making the change, and the name of the person who initialed the change must be noted in a footnote on the same page containing the correction. Failure to return any document or information requested as part of the proposal response may result in the rejection of the entire bid.
Bidders or their authorized representatives are expected to fully inform themselves as to the terms, conditions, requirements and specifications of this Bid Invitation before submitting bids. Failure to do so will be at the bidder's own risk.

Vendors who do not bid on this particular proposal, but who want to remain on our bid list for future opportunities in this product category should complete, sign, and submit the No Bid Response Form to Dripping Springs ISD Purchasing Department. The same procedure shall apply to vendors who would like to be removed from the bid list for this commodity category. Failure to adhere to this procedure may result in removal of the bidder's name from our bidders list.

3. Addendum

In the event that any changes to this Bid Invitation occur subsequent to the mailing or other delivery of the original Bid Invitation, the changes or corrections to this Bid Invitation will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original Bid Invitation or any previous addendum. Each addendum must be acknowledged on the acknowledgment form provided with the addendum. Any required acknowledgment form must be submitted along with the submission of any bid response.

4. Withdrawals or Modification of Bid

Subject to the restrictions discussed below, the District will consider a WRITTEN request from any bidder that the bidder be allowed to withdraw any bid submitted, but ONLY IN ITS ENTIRETY, and ONLY UNTIL THE DUE DATE AND TIME FOR BID SUBMISSION as stated in the Notice of Invitation to Bid included with this Bid Invitation. A representative of the bidding entity who is authorized to enter into contracts on behalf of the bidding entity must submit a signed letter requesting the withdrawal of any bid and the person signing the request must indicate his/her title along with his/her signature. No bid may be withdrawn after the date and time that bids are due as specified in the Notice of Invitation to Bid.

If a bidder requests to withdraw a bid and the District allows the withdrawal of the bid, the bidder may resubmit the bid, or submit a new bid, up until the due date and time for bid submission as stated in the Notice of Invitation to Bid included with this bid invitation, provided any new submission meets all the qualifications of bid submission included in the Instructions to Proposers.

If a bidder resubmits a bid that was withdrawn and makes changes to any document in the bid package, an authorized agent of the bidder must initial all alterations made to any bid document. All bids in the possession of the District at the time bids are due shall be deemed final, conclusive, and irrevocable, and no bid shall be subject to withdrawal, amendment, or correction after the due date and time for bid submission as stated in the Notice of Invitation to Bid included with this bid invitation.

5. Contract Time period

The time period for purchases covered by any contract resulting from any award under this bid is stated in the specifications to Proposers. Unless otherwise indicated in the Instructions to Proposers, all proposal pricing will be firm through the entire contract period.

In the event this contract expires before another bid is awarded, upon the mutual written agreement of the parties, this contract may be extended on a month-to-month basis beyond the expiration of the contract time period. The District reserves the unilateral right to extend the proposed contract for four additional one- year terms. Any request for a rate change will be evaluated.

6. Remedies for Non-Performance of Contract and Termination of Contract

If the vendor cannot comply with the terms and conditions in fulfilling its contract as anticipated, the vendor must supply the same products or services contracted from other sources at the contract price. The vendor’s delay in the above will constitute the vendor’s material breach of contract,
whereupon the District may terminate the vendor’s contract for cause as provided by the remainder of this section. Unless this contract is extended by mutual agreement of the parties on a month to month basis beyond the expiration of the contract time period as stated in the Notice of Invitation to Bid, this contract shall terminate upon the expiration of the contract term as stated in the Notice of Invitation to Bid.

If any delay or failure of performance is caused by a Force Majeure event as described in the Instructions to Proposers document entitled “Force Majeure,” the District may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section.

Except as otherwise provided for within the Instructions to Proposers of this document, this contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given (1) at least ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

Valid causes for termination of this contract will include, but are not limited to:

a) the vendor’s failure to adhere to any of the provisions of the Instructions to Proposers of this Bid Invitation,
b) the vendor delivering any product(s) that fails to meet the Item Specifications included in this Bid Invitation relating to the awarded product(s)
c) the vendor delivering any substitution(s) of product(s) different than those originally bid and awarded without the prior written approval of the Purchasing Department,
d) the vendor’s violation of any other provision contained within the Instructions to Proposers or any attachment thereto which provides for contract termination as a remedy.

Notwithstanding anything contained in this section, in the event of the vendor’s breach of any provision in this contract, the District reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the District, including, but not limited to, the purchase of other products of like type and quality from other sources in the open market. In the event the District elects to purchase other products from other sources, the District will invoice the vendor for any increased costs to the District, and the vendor agrees, by submission of a bid response, to promptly pay any such charges invoiced.

In the event the District terminates this contract, in whole or in part, for any reason provided for within the contract, the District reserves the right to award the canceled contract, or any portion thereof, to the next lowest or best bidder as it deems such award to be in the best interest of the District.

Any contract termination resulting from any cause other than a Force Majeure event will be deemed valid reason for not considering any future bids from the defaulting vendor.

In the performance of this contract, time is of the essence and these General Terms and Conditions are of the essence.

7. Force Majeure

The term Force Majeure shall include, but is not limited to, governmental restraints or decrees, provided they affect all companies in the vendor’s industry equally and are not actions taken solely against the vendor; acts of God (except natural phenomena, such as rain, wind or flood, which are
normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The parties to this contract will be required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the party seeking relief under this section. The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the contract has not been terminated in the interim.

Delay or failure of performance, by either party to this contract, caused solely by a Force Majeure event shall be excused for the period of delay caused solely by the Force Majeure event, provided the affected party has promptly notified the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.

The District will not be responsible for any costs incurred by the vendor because of the Force Majeure event unless the District has requested, in writing, that the vendor incur such costs in connection with any delay or work stoppage caused by the Force Majeure event, and the District has agreed in such writing to incur such additional costs.

Notwithstanding any other provision of this section, in the event the vendor’s performance of its obligations under this contract is delayed or stopped by a Force Majeure event, the District shall have the option to terminate this contract in accordance with the Instructions to Proposers document entitled “Remedies for Non-Performance of Contract and Contract Termination.” Furthermore, this section shall not be interpreted as to limit or otherwise modify any of the District’s rights as provided elsewhere in this contract.

8. Bid Evaluation and Awards

Dripping Springs ISD reserves the right to waive any or all bidding irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any bid in its entirety, or may reject any part of any bid without affecting the remainder of that bid, and may award the individual items on this bid in any combination or in any way to best serve the interests of the District as it perceives those interests to be in its sole discretion. Multiple vendors will be awarded when it is in the best interest of the District. It is not the policy of the District to purchase on the basis of low bid price alone. In evaluating the bids received and determining to which bidder(s) (if any) to award a contract, the District shall consider the following: (1) the purchase price; (2) the reputation of the vendor and of the vendor’s goods and/or services; (3) the quality of the vendor’s goods or services; (4) the extent to which the goods or services meet the needs of the District; (5) the vendor’s past relationship with the district; (6) the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses; (7) the total long-term cost to the District to acquire the vendor’s goods and/or services. The District may elect to negotiate with one, two or all vendors. It will be at the District’s discretion as to the number and combination of vendors that will be involved in the negotiation process.

9. Non-collusion Certification

By signing this bid, the bidder certifies that, to the best of his/her knowledge:

a) neither the bidder nor any business entity represented by the bidder has received compensation for participation in the preparation of the item specifications related to this Bid Invitation,

b) this bid or proposal has been arrived at independently and is submitted without collusion with any other bidder, with any competitor or potential competitor, or with any other person or entity to
obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any bidder an unfair advantage over any other bidder with respect to this bid,
c) the bidder has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the District in connection with any information or submission related to this bid, any recommendation, decision, vote, or award related to this bid, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to this bid,
d) no attempt has been or will be made to induce any other person or entity to submit or to not submit a bid or proposal.

The person signing this bid or proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification.

10. Confidential or Trade Secrets
If any of the information contained in vendor’s proposal response is considered to be confidential or a trade secret and, if released would give advantage to a competitor or Proposer, that information should be filed with the proposal in a separate envelope marked “CONFIDENTIAL – DO NOT DUPLICATE WITHOUT PERMISSION”.

11. Assignment - Delegation
No responsibility or obligation created by this contract shall be assigned or delegated by the vendor without written permission from the District. Any attempted assignment or delegation by the vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

12. Certifications Regarding Legal, Ethical, and Other Matters
By signing this bid, the bidder certifies that:

a) he/she has read and understands all the Instructions to Proposers in this document, and agrees to be bound by them, and is authorized to submit bids on behalf of bidder,
b) the bidder has noted any and all relationships that might be conflicts of interest and included such information with his/her bid response,
c) the bid submitted conforms with all item specifications, the Instructions to Proposers, and any other instructions, requirements, or schedules outlined or included in this Bid Invitation,
d) if this bid is accepted, in whole or in part, the bidding entity will furnish any item(s) awarded to them under this Bid Invitation to the District at the price bid, and in accordance with the item specifications and the terms and conditions contained in this Bid Invitation,
e) the bidding entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this bid, it would in no other way whatsoever be disqualified to bid or receive any award or contract related to this bid, and the bidder will comply with any reasonable request from the District to supply any information sufficient to substantiate the bidding entity’s ability to meet these minimum standards,
f) concerning paragraph “(e)” above, the bidding entity has identified and disclosed in this written bid response any and all known or suspected matters that would disqualify it from participating in this bid or receiving any award or contract related to this bid, recognizing that the bidder’s failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and
that failure to disclose in this bid response any such matters which do exist is a material breach of
contract which will void the submitted bid or any resulting contracts, and subject the bidder to
removal from all bid lists,
g) the bidding entity has obtained, and will continue to maintain during the entire term of this contract,
all permits, approvals, insurance or licenses, necessary for lawful performance of its obligations
under this contract,
h) the prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality
and/or performance of the products offered in the bid response are and will remain the same or
better than those offered to the vendor’s most favored customer under equivalent circumstances,
i) the bidding entity will comply with all laws relating to intellectual property, will not infringe on any
third party’s intellectual property rights, and will indemnify, defend, and hold the District harmless
against any claims for infringement of any copyrights, patents, or other infringements related to its
activities under this contract,
j) the bid submitted complies with all federal, state, and local laws concerning these types of
products or services, and the bidding entity will continue to comply with any applicable federal,
state, and local laws, regulations and executive orders related to the bidding entity’s activities in
connection with this contract (such as but not limited to Fair Labor Standard Act, Americans with
Disabilities Act, Equal Opportunity Employment Act),
k) the bidding entity will maintain, at the bidding entity’s expense, any insurance necessary to
protect the District from all claims for bodily injury, death, or property damage that might arise
from the performance by the bidding entity or the bidding entity’s employees or its agents of any
service required of the bidding entity under this contract; however, the existence of such
insurance will not relieve the bidding entity of full responsibility and liability for damages, injury,
death, or loss as described or as otherwise provided for by law,
l) the District shall not be liable to the bidder for any damages (including, but not limited to, loss of
profits or loss of business, or any special, consequential, exemplary, or incidental damages) in
the event that the District declares the bidder in default,
m) he/she understands that signing the bid with any false statement is a material breach of contract
which will void the submitted bid or any resulting contracts, and subject the bidder to removal
from all bid lists, and possible criminal prosecution.

13. Equal Employment Opportunity (EEO) Disclosures
By submission of a bid, the bidder agrees that in the performance of any contract resulting from any
award under this bid, the bidding entity will comply for the period of the contract with all applicable
equal employment opportunity laws and regulations, including, but not limited to an agreement not to
deny any benefit to, exclude from any opportunity, or discriminate in any way against, any applicant,
employee, or any other person because of age, color, creed, gender, handicapping condition, marital
status, national origin, political affiliation or belief, race, religion, or veteran status.
The bidder further agrees that the proposing entity is and, during the period of any contract resulting
from any award under this Proposal Invitation will remain, in compliance with Executive Order 11246,
entitled “Equal Employment Opportunity” as amended by Executive Order 11375, and as
supplemented in Department of Labor Regulations (41CFR Part 60).

14. Venue
This agreement will be construed and governed according to the laws of the State of Texas.
Both parties agree that venue for any litigation arising from this contract shall lie in Dripping
Springs, Hays County, Texas.
15. Extension/Non-Appropriations Clause (Applies to Multiple Year Contracts)

The District reserves the right to extend any multiple year contracts at the time of renewal if agreed upon by both parties. The District reserves the right to terminate any multiple year contracts at the time of renewal at the District’s discretion. Any and all extension contracts are subject to the following non-appropriations clause. Non-appropriations for renewal of contract will also be in accordance with the Local Government Code 271.903 concerning non-appropriation clauses for multi-year contracts. The District reserves the right to rescind the contract at the end of the fiscal year if it is determined that funding is not available to extend the contract.

16. Conflict of Interest Questionnaire
The Texas Legislature passed House Bill No. 1491 amending Chapter 176 to the Texas Local Government Code. Any person or entity who contracts or seeks to contract with Dripping Springs ISD for the sale or purchase of property, goods, or services as well as agents of such persons (hereafter referred to as Vendors) are required to file a Conflict of Interest Questionnaire with the District. Each covered person or entity who seeks to or who contracts with Dripping Springs ISD is responsible for complying with any applicable disclosure requirements. Dripping Springs ISD will post the completed questionnaires on its website. Additional information may be found regarding HB1491 at the following web-site:

http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm

17. Interlocal Agreements with other School Districts through the Central Texas Purchasing Alliance – CTPA
a. Membership. Dripping Springs Independent School District is a member in good standing of the Central Texas Purchasing Alliance (CTPA/txcpta.org), an alliance of over 40 school districts in Texas representing over a million students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements.

b. Adoption of Awarded Contracts. In support of this collaborative effort, all awards made by Dripping Springs Independent School District may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031 (a)(4) and as required by the adopting district’s policies. There is no obligation on either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating district.

c. Adopted Contract Management. The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement.

18. House Bill 1295 Certificate of Interested Parties (HB 1295)
Effective January 1, 2016, Dripping Springs Independent School District must comply with the “Disclosure of Interested Parties”, mandated by Texas HB 1295, as implemented by the Texas Ethics Commission. Briefly stated, all contracts requiring an action or vote by the governing body of the entity or agency before the contract may be signed (regardless of the dollar amount) or has a value of
at least $1 million will require the on-line completion of Form 1295 "Certificate of Interested Parties", per Texas Government Code Statute 2252.908. Form 1295 is also required for any and all contract amendments, extensions or renewals. A sample copy (for illustration purpose only) of a completed electronic form is provided with this solicitation. All entities are required to complete and file electronically with the Texas Ethics Commission using the online filing application.

**Step 1**. Business Entity completes Form 1295 in electronic format on the Texas Ethics Commission website – www.ethics.state.tx.us  *Form 1295 Filing Application Form 1295 Filing*

**Step 2**. Upon receipt of a completed Interested Parties Disclosure Form, Texas Ethics Commission issues a Certification of Filing to the business Entity and the business Entity download(s), print, sign(s) and notarize(s) Form 1295. An authorized agent of the business entity will need to sign the printed copy of the form.

**Step 3**. At the time of submission of the solicitation to Dripping Springs ISD the Business Entity must submit the completed notarized Form 1295 with the Certification of Filing with their contract (i.e. bid,rfp,rfq,...) Upon receipt, Dripping Springs ISD may proceed with the award and/or execution of the contract.

**Step 4**. Not later than the 30th day after the date the contract has been signed by all parties, DSISD must notify the Texas Ethics Commission (in electronic format) of the receipt of (1) Form 1295, and (2) the Certification of Filing.

**Step 5**. Not later than the 7th business day after receipt of the above notice, Texas Ethics Commission makes the disclosure available to the public by posting the disclosure on its website.

**Definitions:**

a. “Contract” includes amended, extended, or renewed contract.

b. “business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

c. “Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

**19. House Bill 89 Verification**

Certification regarding boycotting of Israel

Vendor certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the “Vendor Companies”), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this PO. For purposes of this PO, the term “boycott” shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

This form is located in the Forms Section and must be signed and returned with any proposal submittal.
20. SB 252 Chapter 2252 Certification
Certification regarding terrorist organizations
Vendor hereby certifies that it is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

This form is located in the Forms Section and must be signed and returned with any proposal submittal.