SHELDON INDEPENDENT SCHOOL DISTRICT

REQUEST FOR PROPOSALS #25-011

REAL ESTATE BROKER/CONSULTING SERVICES

Issued by:

Sheldon Independent School District
11411 C.E. King Parkway
Houston, Texas 77044
Phone: 281.727.2000
URL: www.sheldonisd.com
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https://www.sheldonisd.com/departments/finance/purchasing/requests-for-proposalsbids-clone

Submittal Deadline

September 10, 2025, at 2:00 p.m.

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Items below represent components which comprise this bid/proposal package. Respondents are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, please notify *James R. Webster* immediately.

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PART 1.0 – NOTICE OF INTENTION

Sheldon Independent School District ("SISD" or the "District") is conducting this procurement to establish one or more contracts for Real Estate Brokerage/Consulting Services.

The Initial Term of the prospective contract is a period of five (5) years. The District may elect, with mutual agreement of the awarded vendor, to extend any contract awarded pursuant to this procurement solicitation for up to five additional one-year terms (individually, a "Renewal Term"). The maximum duration of any contract resulting from this procurement is a total of ten (10) years. At the District's option, there may be an additional 90-day transitional period added to the end of the initial term or any renewal term. The Agreement prices, terms and conditions are to remain in force during the transitional period.

No contract shall be executed until it has been reviewed and approved by the Sheldon ISD Board of Trustees ("Board") in a duly called and posted meeting of the Board. This contract can be accessed on an "as needed" basis from a list of contracts that have been competitively bid and awarded with qualified, high performance vendors based on the selection criteria set forth herein. Proposers are requested to submit a proposal offering their total line of available products and services that are commonly purchased by government entities, school districts and other public, not-for-profit agencies and organizations.

Product(s)/services considered for award shall equal or exceed the technical, environmental and performance standards and specifications as defined within this RFP and further described in the scope and specification section.

PART 2.0 – PROPOSAL REQUIREMENTS

Please read carefully this entire proposal document and specifications. Complete all forms and submit your proposal with all appropriate attachments.

2.1 Request for Proposals (RFP) Documents

Sheldon ISD RFP documents are made available to anyone who wishes to submit a proposal. However, it is the responsibility of the proposer submitting a proposal to make certain that the SISD Purchasing Division has the appropriate company name, authorized representatives, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information.

2.2 Tentative Time Table

Sheldon ISD anticipates following the time table listed below for this job:

Item	Activity	Date & Time
1	Job starts to advertise (1st run)	August 29, 2025
2	Job advertised (2nd run)	September 5, 2025
3	Deadline for submission of proposals *(See Part 4 – Instruction to Proposers – for detailed submission requirements)*	September 10, 2025
4	Estimated Award Date	October 21, 2025

The table above is only an estimate and may vary.

2.3 Procurement Method

Sheldon ISD is utilizing the Request for Proposals (RFP) method of procurement in accordance with Texas Education Code Section 44.031(3) Purchasing Contracts, Request for Proposals for services other than construction services.

For information regarding the proposal process, contact Gracie Martinez of the Purchasing Division at 281-727-2054

2.4 Requirements for Proposal Responses

Respondents must submit proposals by the deadline to Sheldon ISD, 11411 C.E. King Parkway, Houston, Texas 77044. Please refer to the "Instructions to Proposers" section to ensure that you submit all required information. Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the RFP. Proposals received after the published time and date cannot be considered and will be returned unopened. Electronic, telephone, telegram and facsimile proposals will not be accepted. Proposals must be typed or written in ink on all enclosed and prepared forms. Please provide one (1) original proposal and 3 copies.

2.5 Rights Reserved by Sheldon ISD and Restrictions on RFP Process

a) The District reserves the right to cancel this solicitation in whole or in part by issuance of a revised or amended Request for Proposals.

b) The District further reserves the right to award one or more contracts, in part or in whole, to a single or to multiple prospective vendors or proposers. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Sheldon ISD. The District may make multiple awards, and this fact should be taken into consideration by each proposer.

c) The District assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a proposal or any amendments or addenda, participating in bid conferences, participating in any negotiation sessions or discussions, or any other costs incurred by proposers prior to award of a contract pursuant to this RFP.

d) The District reserves the right to reject any and/or all proposals, to award contracts for individual products or

services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interests of the District. Sheldon ISD further reserves the right to accept, reject, or negotiate modifications in any terms of a proposed vendor's proposal or any parts thereof. Sheldon ISD further reserves the right to waive any formalities or technicalities if deemed in the best interest of the District. Sheldon ISD also reserves the right as sole judge of quality and equality.

e) The District reserves the right to request clarification from Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities. Clarification does not give a Vendor the opportunity to revise, change, or modify its proposal in any way except to the extent of correction of the error. Discussion between the District and Vendor can also take place after the initial receipt of proposals. The District reserves the right to conduct discussions and/or negotiations with all, some, or none of the Vendor submitting proposals.

2.6 Questions and Clarification

Questions regarding the requirements specified in this solicitation may be sent to James R. Webster at jameswebster@sheldonisd.com **no less than five (5) business days** before the proposals are due.

PART 3.0 – INSTRUCTIONS TO PROPOSERS

This portion of the RFP includes instructions on the format proposers must follow in preparing and submitting their proposals. It further identifies how questions can be raised and will be addressed.

3.1 Compliance with Specifications

Proposers are required to respond to all requests identified in this RFP and indicate their acceptance or objection to the terms of the RFP and the terms of the Agreement. Any exceptions to the terms and conditions in the RFP or the Agreement must be clearly indicated in the proposer's response. Each proposer, by making its proposal, represents that the proposer has read and understands the RFP and the Agreement.

In the event proposer desires to use its form contract for the services contemplated by this RFP, proposer must include a copy of the proposed contract in its proposal.

3.2 General Corporate and Contact Information

Proposers are required to include the following in its proposal:

- Describe the company's official registered name and its principals.
- Provide a brief history of the company, including the year it was established.
- Provide the company's organizational chart.
- Provide the company's Dun & Bradstreet (D&B) number.
- Provide a description of the company's relevant market and the company's position within it.
- List past or present litigation, civil and criminal, in which proposer's company is a defendant pertaining to the services being procured herein.
- List any contracts in the last 10 years that were terminated by the owner prior to the expiration of the contract with proposer's company.
- State whether the proposer or the proposer's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state.
- Proposer agrees to provide Sheldon ISD with the following financial information if requested by Sheldon ISD at any point during the procurement process, including before or after contract award: If public, the proposer's income statement, balance sheet, and cash flow for the past three (3) years; if private, the proposer's audited financial statements for the past two years (if available). A proposer's failure to provide this financial information may impact the Sheldon ISD Administration's recommendation to the Sheldon ISD Board of Trustees for the award of the contract.
- Provide professional résumés for key personnel and their responsibilities for the duration of the contract. Include the education and professional licensing of each person as it relates to this contract, including a list of previous projects, similar in size and complexity, in which each team member has played a significant role. Clearly identify who will have primary responsibility for energy analysis, contract negotiations, program design and implementation, program management, training, and performance monitoring.

3.3 Letter of Interest

The proposal must be introduced with a letter of interest that includes a synopsis of the company's services and highlight the capacity to perform the work. The letter should be signed by the individual with contract signature authority for the company.

3.4 Detailed Profile and Experience

Outline company history, scope of services offered, size of the firm, and location. The District is interested in the experience of the firm and/or the proposed project leaders in the areas listed below. Please provide information regarding five (5) projects that have included services in these areas, and include in the narrative a description of your firm's experience in assisting school districts with the following items:

Land Purchases

- Presentation of site options to the Board of Trustees,
- Coordination with school district demographers,
- Negotiation of contracts and post-closing development agreements with sellers/developers,
- Coordination with MUD Districts for utility capacity and connection fees,
- Coordination with architects and engineers for site feasibility, access, utilities and drainage,
- Coordination with surveyors, environmental consultants and other testing/inspection companies.

Land Sales

- Experience guiding school districts through statutory requirements for land sales,
- Negotiations

Projects must have been completed within the last five (5) years.

Identify key personnel with a description of related work experience, education, training, and any other pertinent data that would demonstrate competence and experience in this type of work.

Identify the project's principal contact and contact information.

3.5 References

Provide at least five project references of governmental entities (school districts preferred) clients. These projects should have been engaged within the last 5 years. Please use the following format for all references:

- Company Name
- Address
- Contact Name
- Phone Number
- Email

Additionally, include the following specific information for each project:

- Date
- Project title and location
- Name, address, and phone number of owner's representative
- Nature of proposer's responsibility
- Total approximate dollar amount

3.6 Vendor Packet

Proposals must include a complete Vendor Packet, consisting of the following completed and executed forms:

1. Vendor Information Form
2. Conflict of Interest Questionnaire (Form CIQ)
3. Certificate of Interested Parties (Form 1295)
4. W-9
5. Certification Forms
6. 2 CFR Part 200 Certifications
7. Felony Conviction Notice Form
8. Antitrust Certification Statement
9. Ch. 22 Criminal History Records Certification
10. Confidentiality Declaration Form

3.7 Disqualification

A proposer may be disqualified before or after the proposals are opened, upon evidence of collusion with

the intent to defraud, or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

3.8 Interpretation

This solicitation represents the basis for any award and supersedes all prior offers, negotiations, exceptions and understandings (whether orally or in writing). Submitted proposals should be self-explanatory and should not require any clarification or additional information.

3.9 No Return of Proposals; Withdrawal of Proposals

Once submitted, Sheldon ISD will not return proposals to proposers after the deadline for submission of proposals. However, a proposal that has been submitted may be withdrawn prior to the deadline for submission of proposals.

3.10 Non-Collusion Statement

Proposers are required to certify a Non-Collusive Statement. Proposers are required to state the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that proposer has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham proposal or bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price or of any other proposer, or to fix any overhead, profit or cost element of said proposal price, or of that of any other proposer, or to secure any advantage against Sheldon ISD or any person interested in the proposed contract, and that all statements in said proposal or bid are true.

3.11 Use by Other Entities

Pursuant to applicable law, including the Interlocal Cooperation Act Chapter 791 of the Texas Government Code), Sheldon ISD may permit other governmental entities to "piggy-back" onto an existing contract between Sheldon ISD and Vendor entered into as a result of this RFP. In the event that the Vendor's proposal becomes an awarded Agreement, the Vendor's proposal, including pricing information, may be provided to a requesting governmental entity desiring to establish separate, independent contracts with Vendor. **Vendor expressly agrees that Sheldon ISD may disclose Vendor's proposal, including, but not limited to, pricing information, to other governmental entities.** Governmental entities are authorized to enter into separate, independent contracts with Vendor that employ the same negotiated terms and conditions contained in an existing contract(s) between Sheldon ISD and Vendor. However, there is no obligation on either party to participate unless both parties agree. If another governmental entity chooses to utilize a contract established by this procurement solicitation and subsequent Agreement, contracts will be awarded individually by those governmental entities, and goods/services would be provided under the same contract pricing and purchasing terms established by this procurement solicitation. Any such separate, independent contract developed as a result of this procurement solicitation and/or the Agreement is exclusively between such other governmental entity and Vendor and shall have no effect or impact on Sheldon ISD or Sheldon ISD's contract with Vendor. It is expressly understood that Sheldon ISD shall in no way be liable for the obligations of any other governmental entity contracting with Vendor pursuant to this section

3.12 Open Records Policy

Sheldon ISD is a governmental body subject to the Texas Public Information Act. Proposals submitted to Sheldon ISD as a result of this solicitation may be subject to release as public information after contracts are executed or the procurement is terminated. If a proposer believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the proposer must specify page-by-page and line-by-line the parts of the response which it believes are exempt. In addition, the proposer must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. Sheldon ISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by proposers.

3.13 Preferences

Sheldon ISD may apply applicable preferences for Texas resident proposers in the event of a tie bid. Preferences must be explicitly claimed by proposer and may not be applicable in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown

or locally raised agricultural products for use by Sheldon ISD in a Child Nutrition Program. *See* Texas Government Code §§ 2252.001 - .004; 2 C.F.R. § 200.319.

3.14 Responsible Vendor

A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the items listed herein.

3.15 Responsive Proposal

Proposals shall be deemed responsive if they comply with all material and administrative aspects of this solicitation.

3.16 Similar Products

Whenever an article or material is defined by Sheldon ISD in this solicitation by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied (as applicable). The specified article or material shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency (as applicable).

3.17 Sheldon ISD is tax-exempt

Sheldon ISD is tax-exempt. Proposal prices should not include taxes.

3.17 Protest/Appeal. Any actual or prospective bidder, offeror, or contractor who considers himself to have been aggrieved in connection with the solicitation, evaluation, or award of a contract by Sheldon ISD may formally protest by filing a complaint/appeal in accordance with SISD Board Policy GF (Local) with the Purchasing Manager of SISD. Such protests must be made in writing and received by the Purchasing Manager by the close of business on or before the 15th SISD business day after award of the contract resulting from this RFP.

PART 4.0 – SCOPE & SPECIFICATIONS

4.1 Scope of RFP

The intention of this Request for Proposals (RFP) is to solicit proposals for Real Estate Brokerage/Consulting Services. This RFP is designed to provide interested parties with sufficient basic information to submit proposals meeting minimum requirements, but it is not intended to limit a proposal's content or exclude any relevant or essential information. Vendors are at liberty and are encouraged to expand upon the specifications to evidence capabilities.

Sheldon ISD is utilizing the Request for Proposals (RFP) method for the procurement of this service in accordance with Texas Education Code Section 44.031 Purchasing of Contracts, Item (3) Request for Proposals.

For information regarding the proposal process, contact Gracie Martinez of the Purchasing Division at *281-727-2054.*

4.2 Specifications

It is the intention of Sheldon ISD to establish one or more contract(s) with highly qualified Vendor(s) for Real Estate Brokerage/Consulting Services for the District. Sheldon ISD is an independent school district made up of nearly 54 square miles in northeast Harris County, Texas.

SISD is seeking a broker/consultant to assist in the potential purchase or sale of real estate property within the District's boundaries within Harris County, Texas. SISD is seeking proposals from real estate broker firms to provide real estate brokerage services and related consulting services associated with the purchase, sale, and/or lease of properties, on an as-needed based, for future projects. Proposers are requested to submit a proposal offering their total line of available services that are commonly purchased by governmental entities, school districts, and other public, not-for-profit agencies or organizations. SISD reserves the right to select one or more proposers to perform part or all of these services.

Vendor(s) shall, at the request of Sheldon ISD, provide these products and/or covered services under the terms of this RFP and the Contract set forth in Section **6.0 Contract Terms and Conditions.** Proposers should include sufficient information in their proposals for the District to evaluate each proposer's ability to perform the below-listed services and deliverables.

4.2.1 Minimum Requirements

Each company must meet the following minimum qualifications (company may not use subcontractors to fulfill any obligations within its contract):

- Firm shall conform to the requirements listed in this request.
- Firm shall be a real estate broker licensed by the State of Texas and shall have and maintain any and all licenses, certifications, and/or other credentials necessary to perform the services requested in this procurement solicitation.
    - The selected firm shall have the responsibility to ensure that services are provided to the District. The proposer shall represent SISD in real estate transactions related to the purchase, sale, or lease of property. The proposer's obligations and responsibilities may include one or more of those defined as "Broker" in the Texas Real Estate License Act, Tex. Occ. Code § 1101.002(1), and further supporting services and activities, including, but not limited to, the following: Review SISD's geographical parameters;
    - Prepare a comprehensive market study of available properties, along with an interpretation and assessment of relevant market trends;
    - Conduct due diligence investigation of each potential property's suitability for SISD requirements;
    - Assist SISD in determining appropriate shortlist of candidate properties;
    - Prepare and negotiate property purchase or lease agreements;

- Analyze term sheets received – both financial and non-financial proposed terms, as well as build-out cost and timeframe implications;
- Prepare presentations comparing alternatives for SISD;
- Assist SISD in selecting a primary and fallback locations;
- Solicit draft transaction documents from selected sellers and/or landlords;
- Assist SISD and legal counsel with purchase and/or lease negotiation process;
- Coordinate execution of all transaction documents;
- Assist SISD in valuation, listing and sale and/or lease transaction of the properties owned by SISD;
- Other services as requested.

- Firm must be licensed to conduct business in the State of Texas.
- Firms with experience representing school districts/governmental entities within the last five (5) years similar in nature to the scope of services requested herein preferred.

PART 5.0 – EVALUATION AND AWARD OF PROPOSALS

In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the responsible proposer(s) whose proposal(s) is/are determined, after evaluation by the Sheldon ISD Procurement Division, to be the best value to Sheldon ISD. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this document.

5.1 Evaluation Criteria

A committee selected by Sheldon ISD will review and evaluate all proposals and make a recommendation to the Sheldon ISD Board of Trustees. Sheldon ISD will base a recommendation for contract award on the following factors, in accordance with Texas Education Code § 44.031:

Evaluation Factors	Weighted Value
1. Price	30 Points
2. Reputation of Vendor and of Vendor's goods and/or services	20 Points
3. Quality of Vendor's goods and/or services	20 Points
4. Extent to which the goods and/or services meet Sheldon ISD's needs	20 Points
5. Vendor's past relationship with Sheldon ISD	10 Points
6. Impact on the ability of Sheldon ISD to comply with laws and rules relating to HUBs	0 Points
7. Total long-term cost to Sheldon ISD to acquire Vendor's goods and/or services	0 Points
8. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state	0 Points[1]
	100 Points

5.2 Awards

Awards will be made to the successful proposer(s) for the total line of products and services submitted. Awards will be based on the criteria set forth within this document. Sheldon ISD reserves the right to award contracts to multiple vendors if these vendors offer items that are unique and have value to Sheldon ISD. Sheldon ISD shall comply with the Texas Public Information Act in the event Sheldon ISD receives an open records request for information relating to proposals submitted in response to this RFP.

5.3 Competitive Range

It may be necessary for Sheldon ISD to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and do not receive further award consideration.

5.4 Estimated Quantities

Sheldon ISD makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. Sheldon ISD makes no guarantee or commitment of any kind regarding usage of any contracts

[1] As a general rule, Sheldon ISD may not apply geographic preferences for procurements involving federal funds. *See* 2 C.F.R. § 200.319. However, Sheldon ISD may apply an optional geographic preference in the procurement of unprocessed locally grown or locally raised agricultural products for use in a Child Nutrition Program. *See* 2 C.F.R. §§ 210 (National School Lunch Program), 215 (Special Milk Program for Children), 220 (School Breakfast Program), 225 (Summer Food Service Program), 226 (Child and Adult Care Food Program).

resulting from this solicitation.

5.5 Inspection & Acceptance

Awarded vendor(s) shall deliver the goods or services procured on this contract to the Sheldon ISD division issuing a Purchase Order. If delivery is not or cannot be made within proper time period, the awarded vendor must receive authorization from the issuing Sheldon ISD division for the delayed delivery. If defective or incorrect goods are delivered, Sheldon ISD may make the determination, in its sole discretion, to return the goods to the vendor at no cost to Sheldon ISD. The vendor agrees to pay all shipping and handling costs for any such return shipment. The vendor also shall be responsible for arranging the return of the defective or incorrect goods.

5.6 Minority & Women's Business Enterprise (MWBE), Historically Underutilized Business (HUB), and Small Business Enterprise (SBE) participation

Sheldon ISD encourages the use of HUB, MWBE, and SBE both as prime and subcontractors. However, these entities must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify any subcontractors offered as HUB, MWBE and SBE participants. Proposers shall indicate on their submitted proposals whether or not they are a HUB, MWBE, or SBE vendor and with whom they are certified, e.g., State, City, Federal.

5.7 Formation of Contract (Execution of Offer)

A response to this solicitation is an offer to contract with Sheldon ISD based upon the terms, conditions, scope of work, and specifications contained in this procurement solicitation. A solicitation/proposal does not become a contract unless and until it is accepted by Sheldon ISD after approval by the Sheldon ISD Board of Trustees. A contract is formed when either Sheldon ISD's Superintendent or designee signs the Execution of Offer form. The proposer must submit a signed Execution of Offer Form, thus eliminating the need for the formal signing of a separate contract.

5.8 Non-Exclusive Contract

Any contract resulting from this solicitation is non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of Sheldon ISD. Sheldon ISD is free to have multiple contracts for the awarded goods and services and may initiate other procurement solicitations or purchasing activity with other vendors at any time, in Sheldon ISD's sole discretion.

PART 6.0 – GENERAL TERMS AND CONDITIONS

The words "bids," "requests for proposals," "quotes," "RFPs," "solicitation," "procurement," and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions apply to all bids, requests for proposals, quotes, competitive sealed proposals, and other procurement solicitations to which they are attached. The term "Vendor" means each awarded vendor chosen by Sheldon ISD.

These General Terms and Conditions are part of the final contract in each commodity and/or service contract and are part of the terms and conditions of each purchase order or other bid/proposal forms issued in connection with this solicitation.

Proposers are responsible for identifying any exceptions to these terms and conditions. **ANY EXCEPTIONS MUST BE NOTED IN THE PROPOSAL.** Proposals that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by Sheldon ISD and eliminated from further consideration by Sheldon ISD.

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

7.1 Agreement Terms; Amendment

The terms of this Agreement shall govern all procurements conducted hereunder. No pre-published terms on the Vendor's order acknowledgments, invoices, or other forms shall have any force or effect. Further, no amendment of this Agreement shall be permitted unless first approved in writing by Sheldon ISD, and no such amendments shall have any effect unless and until a written amendment to this Agreement is executed by Sheldon ISD's Superintendent or designee after any necessary approvals have been obtained from the Sheldon ISD Board of Trustees.

7.2 Assignment of Agreement

Vendor may not assign this Agreement or any of its rights, duties, or obligations hereunder without the prior written approval of Sheldon ISD. Any attempted assignment of this Agreement by Vendor shall be null and void. Any purchase or work order made as a result of this Agreement may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of Sheldon ISD. Vendor is required to notify Sheldon ISD when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

7.3 Captions

The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

7.4 Compliance with Laws

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, the DAVIS-BACON ACT (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O'Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h, Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education District General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat.

871), and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to Sheldon ISD. Vendor understands that Vendor is ineligible to receive a contract award with Sheldon ISD if Vendor if listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689) or is 30 days or more delinquent in paying child support (Tex. Fam. Code § 231.006). For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the Sheldon ISD's Purchase Order, and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site. When required or requested by Sheldon ISD, Vendor shall furnish Sheldon ISD with satisfactory proof of Vendor's compliance with this provision.

7.5 Confidentiality

Vendor and Sheldon ISD agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor and Sheldon ISD understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable. Vendor also acknowledges that Sheldon ISD is subject to the Texas Public Information Act, and Vendor waives any claim against and releases from liability Sheldon ISD, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by Vendor and determined by Sheldon ISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

7.6 Contract Term

The contract term is as set forth in Part 1.0 Notice of Intention. The phrase "Term" in this Agreement shall mean the then-current Term of the Agreement, whether the initial term or a renewal term. The phrase "Term" in this Agreement shall mean the then-current Term of the Agreement, whether the initial term or a renewal term.

7.7 Criminal History Review (Ch. 22 Contractor Certification: Contractor Employees Form must be filled out and attached to proposal in the Response Attachment section, if applicable)

Prior to commencing any work under the Contract, if Vendor contracts with Sheldon ISD to provide services, Vendor must comply with all requirements relating to criminal history information required by TEX. EDUC. CODE Chapter 22. Vendor must also ensure subcontractors' compliance with TEX. EDUC. CODE, Chapter 22 requirements. Covered employees with disqualifying criminal history are prohibited from serving at Sheldon ISD locations; Vendor and any subcontracting entity may not permit a "covered employee" to provide services at a school if the employee has a "disqualifying criminal history" (as those terms are defined within the form). If Vendor receives information that a covered employee has a reported disqualifying criminal history, then Vendor will immediately remove the covered employee from the project/contract and notify Sheldon ISD in writing within three (3) business days. If Sheldon ISD, in its sole discretion, objects to the assignment of a covered employee for any reason, including, but not limited to, on the basis of the covered employee's criminal history record information and/or insufficient qualifications, lack of experience, and the like, based on information gathered by Sheldon ISD through the procurement and/or contracting processes, Vendor (and each subcontractor) agrees to discontinue using that covered employee to provide services on Sheldon ISD's project/contract. The criminal history record information review obligation applies if Vendor contracts with Sheldon ISD to provide services; it does not apply to a contract for the purchase of goods or real estate.

7.8 Customer Reference List

Vendor agrees to submit a customer reference list upon request by Sheldon ISD.

7.9 Customer support

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

7.10 Entire Agreement

This Agreement, Vendor's completed SISD Vendor Packet (including all certifications therein) and/or Vendor's

completed bid attributes (including all certifications therein), the procurement solicitation issued by SISD, and the portion(s) of Vendor's proposal submitted in response to SISD's procurement solicitation that are accepted by SISD, and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between or among the documents that form this Agreement, the following order of precedence shall apply: (1) Vendor's completed SISD Vendor Packet and/or Vendor's completed bid attributes (including all certifications therein); (2) this Agreement; (3) the procurement solicitation issued by SISD; (4) the attached and incorporated addendum or exhibits, if any; and (5) the portion(s) of Vendor's proposal submitted in response to SISD's procurement solicitation that are accepted by SISD. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Agreement.

7.11 Equal Opportunity

It is the policy of Sheldon ISD not to discriminate on the basis of race, color, National origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Agreement shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Agreement.

7.12 Force Majeure

Neither Sheldon ISD or Vendor shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.

The parties to this Agreement are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other party in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the Vendor's performance of its obligations under this Agreement is delayed or stopped by a force majeure event, Sheldon ISD shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of Sheldon ISD's contractual, legal, or equitable rights.

7.13 Governing Law and Venue

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Agreement. Any dispute under this Agreement may be brought in the exclusive jurisdiction of the state and federal courts located in Houston, Harris County, Texas.

7.14 Sheldon ISD Property

In the event of loss, damage, or destruction of any property owned by or loaned by Sheldon ISD that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall indemnify Sheldon ISD and pay to Sheldon ISD the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Vendor's receipt of written notice of Sheldon ISD's determination of the amount due. If Vendor fails to make timely payment, Sheldon ISD may obtain such money from Vendor by any

means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by Sheldon ISD.

7.15 Indemnification

VENDOR SHALL INDEMNIFY AND HOLD SHELDON ISD HARMLESS FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM THE ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER. Vendor's obligations under this clause shall survive acceptance and payment by Sheldon ISD.

7.16 Insurance

Vendor is required to provide Sheldon ISD with copies of certificates of insurance, naming Sheldon ISD as an additional insured for General Liability Insurance. Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to Sheldon ISD prior to commencement of any work under this Agreement. The insurance company insuring Vendor shall be licensed in the State of Texas and shall be acceptable to Sheldon ISD. Vendor shall give Sheldon ISD a minimum of ten (10) days' notice prior to any modifications or cancellation of said policies of insurance. Vendor shall require all subcontractors performing any work under or relating to this Agreement to maintain coverage as specified below.

Minimum Insurance Requirements:

- Vendor shall, at all times during the Term of this Agreement, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of Vendor. These requirements do not establish limits of Vendor's liability.
- All policies of insurance shall waive all rights of subrogation against Sheldon ISD, its officers, employees, and agents.
- Upon request, certified copies of original insurance policies shall be furnished to Sheldon ISD.
- Sheldon ISD shall be named as an "additional insured" on all insurance policies except worker's compensation.
- Sheldon ISD reserves the right to require additional insurance should Sheldon ISD deem additional insurance necessary, in Sheldon ISD's sole discretion.

A. Workers' Compensation (with Waiver of subrogation to Sheldon ISD) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements.

B. Statutory, and Bodily Injury by Accident: $100,000 each employee. Bodily Injury by Disease: $500,000, policy limit $100,000 each employee. Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, catering and underground damage.

- $300,000 each occurrence Limit Bodily Injury and Property Damage combined
- $300,000 Products-Completed Operations Aggregate Limit $500,000 per Job Aggregate
- $300,000 Personal and Advertising Injury Limit

C. Automobile Liability Coverage

- $300,000 Combined Liability Limits Bodily Injury and Property Damage Combined.

7.17 Interpretation

Vendor agrees that the normal rules of construction that require that any ambiguities in this Agreement are to be construed against the drafter shall not be employed in the interpretation of this Agreement.

7.18 Invoices; Payments

Invoices shall be directed to Sheldon ISD's Accounts Payable Department. All invoices shall be itemized to include the type of good(s) and/or service(s) rendered. Vendor shall submit invoices within a timely manner during Sheldon ISD's fiscal year in which the good(s) and/or services are purchased. In accordance with Texas Government Code § 2251.021, payments are due to Vendor within forty-five (45) days after the later of the following: (1) the date Sheldon ISD receives the goods under the Agreement; (2) the date the performance of the

service under the Agreement is completed; or (3) the date Sheldon ISD receives an invoice for the goods or service. Vendor agrees to pay any subcontractors, if any, the appropriate share of the payment received from Sheldon ISD not later than the tenth (10th) day after the date Vendor receives the payment from Sheldon ISD. The exceptions to payments made by Sheldon ISD and/or Vendor listed in Texas Government Code § 2251.002 shall apply to this Agreement. In addition to all other rights and remedies that Sheldon ISD may have, Sheldon ISD shall have the right to setoff, against any and all amounts due to Vendor by Sheldon ISD, whether due under this Agreement or any other agreement between Sheldon ISD and Vendor, any sums for which Sheldon ISD is entitled to under this Agreement, as determined by Sheldon ISD in its sole discretion, including, without limitation, sums due by Vendor to Sheldon ISD as a result of indemnification obligations, warranty claims, etc., as applicable.

7.19 IRS W-9

In order to receive payment under this Agreement, Vendor shall have a current I.R.S. W-9 Form on file with Sheldon ISD.

7.20 Multiple Contract Awards; Non-Exclusivity

Sheldon ISD reserves the right to award multiple contracts for each commodity category. Commodity categories are established at the sole discretion of Sheldon ISD. Nothing in this Agreement may be construed to imply that Vendor has the exclusive right to provide products and/or services to Sheldon ISD. During the Term of this Agreement, Sheldon ISD reserves the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor.

7.23 New Products

New products that meet the specifications detailed in the solicitation may be added to this Agreement, with prior written approval from Sheldon ISD. Pricing of any new products shall be equivalent to the percentage discount or proposed prices for other similar products. Vendor may replace or add products to an existing contract if: the replacing products are equal to or superior to the original products offered; are discounted in a similar or to a greater degree; and the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. Sheldon ISD may reject any proposed additions, without cause, in its sole discretion.

7.24 No Substitution

Any order issued pursuant to this Agreement shall conform to the specifications and descriptions identified in this Agreement and in the solicitation. Unless otherwise agreed to in advance by Sheldon ISD, Vendor will not deliver substitutes without prior authorization from Sheldon ISD.

7.25 No Agency or Endorsements

Sheldon ISD and Vendor are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. This Agreement shall not be construed or deemed an endorsement of a specific company or product. It is the intention of the parties that Vendor is independent of Sheldon ISD and is not an employee, agent, joint venturer, or partner of Sheldon ISD, and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between Sheldon ISD and Vendor or Sheldon ISD and any of Vendor's agents. Vendor agrees that Sheldon ISD has no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

7.26 Non-Appropriation Clause

Renewal of this Agreement, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on Sheldon ISD by this Agreement, Sheldon ISD shall have the right to terminate this Agreement without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of Sheldon ISD if it is determined by Sheldon ISD, in Sheldon ISD's sole discretion, that there are insufficient funds to extend this Agreement. The parties agree that this Agreement is a commitment of Sheldon ISD's current revenue only.

7.27 Notice

Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be given by hand-delivery or by certified or registered mail, return receipt requested. Notice shall be sufficient if

made or addressed to the address listed in the signature line of this Agreement. Notice shall be deemed effective upon receipt. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified or registered mail, return receipt requested.

7.28 Penalties

If Vendor is unable to provide the goods or services at the prices quoted in Vendor's proposal or if Vendor fails to fulfill or abide by the terms and conditions of the Agreement, Sheldon ISD may take the following action(s), in Sheldon ISD's sole discretion, and Vendor agrees to comply with Sheldon ISD's action(s):

(a) insist that Vendor honor the quoted price(s) specified in Vendor's proposal;

(b) have Vendor pay the difference between Vendor's price and the price of the next acceptable proposal (as determined by Sheldon ISD);

(c) have Vendor pay the difference between Vendor's price and the actual purchase price of the good or service on the open market; and/or

(d) recommend to Sheldon ISD's Board of Trustees that Vendor no longer be given the opportunity to submit a proposal to Sheldon ISD and/or that this Agreement be terminated.

7.29 Performance

Vendor agrees to use commercially reasonable best efforts to provide the good(s) and/or service(s) subject to this Agreement.

7.30 Prices

All prices in Vendor's proposal shall be firm for the Term of the Agreement. All price changes shall be presented to Sheldon ISD for acceptance or rejection by Sheldon ISD, in its sole discretion, using the same format as was accepted in Vendor's original proposal; all price changes for goods and/or services provided under this Agreement must be approved, in writing, by Sheldon ISD prior to taking effect. The following documentation shall be provided to support a request for a price change: justification for change/increase; terms and conditions; market conditions; manufacturers/distributors' impact (if any).

7.31 Quantities

Because all commodities will be provided on an "as needed" basis, Sheldon ISD makes no representation either orally or in writing to the amount of commodities, services, or related items Sheldon ISD will use during the Term of the Agreement.

7.32 Records Retention

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all goods and/or services provided by Vendor to Sheldon ISD under this Agreement. These records and accounts shall be retained by Vendor and made available for audit by Sheldon ISD for a period of not less than three (3) years from the date of completion of the services, receipt of the goods, or the date of the receipt by Sheldon ISD of Vendor's final invoice or claim for payment in connection with this Agreement, whichever is later. If an audit has been announced, Vendor shall retain its records and accounts until such audit has been completed.

When federal funds are expended by Sheldon ISD pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

7.33 Right to Audit

Sheldon ISD, upon written notice, shall have the right to audit all of Vendor's records and accounts relating to this Agreement. Records subject to audit shall include, but are not limited to, records which may have a bearing on matters of interest to Sheldon ISD in connection with Vendor's work for Sheldon ISD and shall be open to inspection and subject to audit and/or reproduction by Sheldon ISD or its authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

(a) Vendor's compliance with this Agreement and the requirements of the solicitation,

(b) compliance with Sheldon ISD procurement policies and procedures,

(c) compliance with provisions for computing billings to Sheldon ISD, and/or

(d) any other matters related to this Agreement.

7.34 Safety

Vendor, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Agreement, including, without limitation, those promulgated by Sheldon ISD and by the Occupational Safety and Health Administration ("OSHA"). In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by Sheldon ISD. Vendor shall indemnify and hold Sheldon ISD harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

7.35 Severability

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

7.36 Shipments

Vendor shall ship ordered products within seven (7) working days for available goods and within four (4) to six (6) weeks for special-order items after the receipt of the purchase order unless otherwise previously agreed to, in writing, by Sheldon ISD. If a product cannot be shipped within that timeframe, Vendor shall notify Sheldon ISD of the reasons why the product has not shipped and shall provide an estimated shipping date, if applicable. Sheldon ISD may cancel the order if the estimated shipping time is not acceptable to Sheldon ISD, in its sole discretion.

7.37 Subcontractors

If Vendor uses subcontractors in the performance of any part of this Agreement, Vendor shall be fully responsible to Sheldon ISD for all acts and omissions of the subcontractors just as Vendor is responsible for Vendor's own acts and omissions. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between Sheldon ISD and any such subcontractor, nor shall it create any obligation on the part of Sheldon ISD to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.

7.38 Taxes

Sheldon ISD is tax-exempt, and Sheldon ISD shall not pay taxes for goods and/or services provided under this Agreement. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Agreement, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. Sheldon ISD shall not be liable for any taxes resulting from this Agreement.

7.39 Tax Responsibilities of Vendor and Indemnification for Taxes

Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to their operation and any persons employed by Vendor and all subcontractors of Vendor. Vendor shall require all subcontractors to hold Sheldon ISD harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Vendor.

7.40 Termination of Contract

This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by mutual agreement of Sheldon ISD and Vendor. In the event of a breach or default of the Agreement and/or the procurement solicitation by Vendor, Sheldon ISD reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of Sheldon ISD. Sheldon ISD further reserves the right to terminate the Agreement immediately in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in this Agreement, the procurement solicitation, and/or a purchase or work order; (2) make any payments owed; or (3) otherwise perform in accordance with this Agreement and/or the procurement solicitation. Sheldon ISD also reserves the right to terminate the Agreement immediately, with written notice to Vendor, if Sheldon ISD

believes, in its sole discretion, that it is in the best interest of Sheldon ISD to do so. Vendor agrees that Sheldon ISD shall not be liable for damages in the event that Sheldon ISD declares Vendor to be in default or breach of this Agreement and/or the procurement solicitation. Vendor further agrees that upon termination of the Agreement for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or vendor.

7.41 Title and Risk of Loss

Whenever Sheldon ISD is purchasing (and not leasing) an item under this Agreement, title and risk of loss shall pass upon the later of Sheldon ISD's acceptance of the item or payment of the applicable invoice.

All deliveries under this Agreement shall be delivered: **Freight Prepaid, F.O.B. Destination, Full Freight Allowed, Inside Delivery** and shall be included in all pricing in Vendor's proposal unless otherwise clearly stated in writing in Vendor's proposal.

7.42 Waiver

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

7.43 Warranty

All goods and/or services provided by Vendor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of Sheldon ISD's acceptance of the product and/or service or payment of the applicable invoice. Vendor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by Sheldon ISD. In addition, Vendor warrants that goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the solicitation procurement.

7.44 Workforce

Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Agreement. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on Sheldon ISD's property, nor may such workers by intoxicated or under the influence of alcohol or drugs on Sheldon ISD's property.

PART 7.0 – VENDOR PACKET