



Department/Campus:

SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT GOODS AND/OR SERVICES CONTRACT

This contract is submitted to South San Antonio Independent School District, referred to herein as "District", by individual named below and referred to herein as "Contractor". The Contractor proposes to be bound by the obligation(s), performance and accomplishment(s) of the tasks described herein.

Nature of Services

Contractor shall provide professional services as per Tx Gov't Code 2254 Sub A

Contractor shall provide consulting services as per Tx Gov't Code 2254 Sub B

Contractor shall provide miscellaneous contracted goods and/or services.

DESCRIPTION OF GOODS OR SERVICES: The Contractor shall furnish to the District the following:

CONTRACT TERM: The term of this contract shall be from _____ to _____, inclusive, subject to paragraph 8 of the Terms and Conditions below.

COMPENSATION: As full compensation for all goods and/or services contemplated by this contract, Contractor shall be recompensed as follows:

The total amount payable to the Contractor by the District pursuant to this contract shall in no event exceed the sum of _____, unless a new contract is renegotiated between both parties.

MATERIALS: Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the terms of this contract, except as follows:

INDEPENDENT CONTRACTOR: Contractor, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled to. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

PERFORMANCE OF CONTRACT TERMS: The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

All information, materials, and products developed pursuant to this contract shall be property of the District and Contractor shall not assert any claim in law or equity or assert any claim to statutory copyright or patent in such information, materials, and products without prior written permission of the District.



Nothing in this contract shall be construed as a waiver by the District of any of the immunities or privileges enjoyed by the District, its officers, employees, agents, and volunteers under state or federal statutory or common law. Contractor agrees to indemnify and hold the District harmless for any third-party claims which may be asserted against the District, its employees, officers, agents, and volunteers as a result of Contractor's performance under this contract.

In accordance with state law [TEC 44.034(a)], a Felony Conviction Form must be submitted with this contract. In addition, state law [TEC 22.083] authorizes the District to obtain criminal history information on a person who will provide services on school property or at a location where students are regularly present; therefore, you must also submit a Criminal History Record Information Form with this contract if the preceding applies to the goods and/or services you propose to offer.

Printed Contractor or Business Name:

SS #

OR TIN #

Address:

City, State, Zip

Phone:

Fax:

I, the Contractor, have reviewed and fully understand the terms and conditions outlined in this contract.

Contractor's Signature:

Deputy Superintendent's Approval

I, the Deputy Superintendent for South San ISD, hereby certify this contract is in compliance with the authorizing program statute and applicable regulations and authorize the goods and /or services to be provided as written above.

AGREED and accepted on behalf of the District this _____ day of _____, 20__ .

Deputy Superintendent's Signature

Superintendent's Approval

I, the Superintendent for South San Antonio ISD hereby certify this contract meets all requirements and authorize the contract for the goods and/or services covered by this contract.

AGREED and accepted on behalf of the District this _____ day of _____, 20__ .

Superintendent's Signature



TERMS AND CONDITIONS

1. **Governing Law and Venue:** This CONTRACT has been negotiated and executed in the state of Texas and shall be governed by and construed under the laws of the state of Texas. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this CONTRACT shall be maintained in the county in which the District's administrative offices are located.
2. **Entire Contract:** This CONTRACT, when accepted by the CONTRACTOR either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire CONTRACT between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on DISTRICT unless authorized by DISTRICT in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any DISTRICT employee or agent, including but not limited to installers of software, shall not be valid or binding on DISTRICT unless accepted in writing by DISTRICT'S Purchasing Agent or designee, hereinafter "PURCHASING AGENT."
3. **Amendments:** No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on DISTRICT unless authorized by DISTRICT in writing.
4. **Delivery:** Time of delivery of goods or services is of the essence in this CONTRACT. DISTRICT reserves the right to refuse any goods and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind DISTRICT to accept future shipments nor deprive it of the right to return goods already accepted at CONTRACTOR'S expense. Overshipments and undershipments of goods shall be only as agreed to in writing by DISTRICT. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by DISTRICT.
5. **Acceptance:** Unless otherwise agreed to in writing by DISTRICT, acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of DISTRICT.
6. **Payment:** Payment shall be made 30 days in arrears after acceptance of invoice and completion of the purchase order.
7. **Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this CONTRACT nor any portion thereof may be assigned or subcontracted by CONTRACTOR without the express written consent of DISTRICT. Any attempt by CONTRACTOR to assign or sub-contract the performance or any portion thereof of this CONTRACT without the express written consent of DISTRICT shall be invalid and shall constitute a breach of this CONTRACT.
8. **Termination:** In addition to any other remedies or rights it may have by law, DISTRICT has the right to terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by DISTRICT of its right to terminate the CONTRACT shall relieve DISTRICT of all further obligation.
9. **Independent Contractor:** CONTRACTOR shall be considered an independent contractor and neither CONTRACTOR, its employees, nor anyone working under CONTRACTOR shall be considered an agent or an employee of DISTRICT. Neither CONTRACTOR, its employees nor anyone working under CONTRACTOR shall qualify for workers' compensation or other fringe benefits of any kind through DISTRICT.
10. **Performance:** CONTRACTOR shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to DISTRICT'S satisfaction. CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the CONTRACTOR under this CONTRACT. CONTRACTOR shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of DISTRICT required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
11. **Insurance:** CONTRACTOR shall ensure that it and its assigned employees, if any, carry and maintain throughout the Term, both general and professional liability insurance naming DISTRICT as an additional insured, and providing for \$1,000,000 in coverage to DISTRICT per occurrence and \$3,000,000 in the aggregate. Proof of such insurance shall be provided within fifteen (15) business days of the execution of this Agreement. DISTRICT shall not obtain, pay for, or reimburse CONTRACTOR for the cost of general and professional liability insurance.
12. **Indemnification:** CONTRACTOR shall hold harmless, indemnify, and defend DISTRICT, its officers, employees, agents, subcontractors and consultants in their official and individual capacity from and against all actions, claims, suits, liabilities, proceedings, penalties, fines, costs, and expenses (including reasonable attorneys' fees at both the trial and appellate levels) which may be asserted, claimed or recovered against or from DISTRICT, its officers, employees, agents, subcontractors or consultants in their official or individual capacity by reason of any violation of a student's federally protected rights, damage to property or injury or death of any persons which arises out of, is incident to, or in any manner connected with this Agreement or the Services hereunder. This provision shall survive termination of this Agreement and shall be binding on the parties and their successors, representatives, and assigns and cannot be waived or varied.
13. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CONTRACTOR ACKNOWLEDGES, STIPULATES, AND AGREES THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF ANY DEFENSE AVAILABLE TO DISTRICT, INCLUDING BUT NOT LIMITED TO ANY STATUTORY OR GOVERNMENTAL IMMUNITY AVAILABLE TO DISTRICT UNDER APPLICABLE LAW.
14. **Changes:** CONTRACTOR shall make no changes in the work or perform any additional work without the DISTRICT'S specific written approval.
15. **Change of Ownership:** CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR'S business prior to completion of this CONTRACT, the new owners shall be required under terms of sale or other transfer to assume CONTRACTOR'S duties and obligations contained in this CONTRACT and complete them to the satisfaction of DISTRICT.
16. **Confidentiality:** CONTRACTOR agrees to maintain the confidentiality of all DISTRICT and DISTRICT-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this CONTRACT. All such records and information shall be considered confidential and kept confidential by CONTRACTOR and CONTRACTOR'S staff, agents and employees.
17. **Compliance with Laws:** CONTRACTOR shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. CONTRACTOR shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If CONTRACTOR observes that any of the Work required by this CONTRACT is at variance with any such laws, ordinance, rules or regulations, CONTRACTOR shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this CONTRACT shall be appropriately amended in writing, or this CONTRACT shall be terminated effective upon CONTRACTOR'S receipt of a written termination notice from the District. If

CONTRACTOR performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, CONTRACTOR shall bear all costs arising therefrom.

18. **Pricing:** The CONTRACT price shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, in the scope of services attached to this CONTRACT, and no additional compensation will be allowed therefore, unless otherwise provided for in this CONTRACT.
19. **Severability:** If any term, covenant, condition or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
20. **Authority:** The parties to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
21. **Employee Eligibility Verification:** The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by the law. The CONTRACTOR shall indemnify, defend with counsel approved in writing by District, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
22. **Limitation of District Liability:** Other than as provided in this CONTRACT, District's financial obligations under this CONTRACT shall be limited to the payment of the compensation provided in this CONTRACT. Notwithstanding any other provision of this CONTRACT, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this CONTRACT for the services performed in connection with this CONTRACT.
23. **Provisions Required By Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this CONTRACT shall be deemed to be inserted herein and this CONTRACT shall be read and enforced as though it were included therein.