



PROCUREMENT SERVICES DEPARTMENT

REQUEST FOR PROPOSAL # 26-001

Internal Audit Services

Issued by:

Stafford Municipal School District – Purchasing Department
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Stafford, Texas 77477
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Submittal Deadline and Proposal Opening:

June 17, 2026 at 2:00 p.m. (CST)

<https://hcdeebid.ionwave.net/Login.aspx>

Should Respondent opt not to participate in a Solicitation, please indicate “No Bid” within the System and provide a brief explanation as to your decision not to participate.

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Items below represent components which comprise this bid/proposal package. Proposers 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 **Jamie Babineaux, Purchasing and Procurement Specialist**, immediately via email at jamie.babineaux@staffordmsd.org.

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PART 1.0 – NOTICE OF INTENTION

The Procurement Services Department of Stafford Municipal School District (“District” or “Stafford MSD”) is conducting this procurement to establish one or more contract(s) for goods and/or services. The term of the prospective contract(s) resulting from this solicitation is a period of one (1) year (“Initial Term”). The District may elect, with mutual agreement of the awarded vendor, to extend any contract awarded pursuant to this procurement solicitation for up to four (4) additional one-year terms (individually, a “Renewal Term”). At Stafford MSD’s option, there may be an additional 90-day transitional period added to the end of the initial term or any renewal term. The maximum duration of any contract resulting from this procurement solicitation is a total of five (5) years, running from the date of execution of the contract by the authorized representative of the District. No contract shall be executed until it has been reviewed and approved by the District’s Board of Trustees, Superintendent, Deputy Superintendent for Finance, or their designee(s), as required by Board policy and applicable law. 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. Respondents to this solicitation (“Proposer” or “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) considered for award shall equal or exceed the technical, environmental and performance standards and specifications as defined within this Request for Proposals (“RFP”) and further described in the scope and specification section.

The good(s) or service(s) to be purchased under the awarded contract, if any, may be of indefinite delivery and indefinite quantity (IDIQ).

PART 2.0 – PROPOSAL REQUIREMENTS

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

2.1 Request for Proposals (RFP) Documents

The District's Procurement Services department documents are made available online via the Stafford MSD eBid System to anyone who wishes to submit a proposal. However, it is the responsibility of the Proposer submitting a proposal to make certain that Stafford MSD's Procurement Services Department has the appropriate company name, authorized representatives, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information.

The Stafford MSD eBid System's website is <https://hcdeebid.ionwave.net/Login.aspx>.

2.2 Tentative Time Table

Stafford MSD anticipates following the timetable listed below for this job:

Item	Activity	Date & Time
1	Job starts to advertise (1 st run)	May 28, 2026
2	Job advertised (2 nd run)	June 2, 2026
3	Pre-Proposal Meeting	
4	Addenda (if any)	
5	Deadline for submission of proposals (<i>See Part 4 – Instruction to Proposers – for detailed submission requirements</i>)	June 17, 2026
6	Extended Deadline (if any)	
7	Award Date	TBD

The table above is only an estimate and may vary.

2.3 Procurement Method

Stafford MSD maintains and uses documented procedures for procurement transactions under a Federal award or subaward, including for acquisition of property or services. Stafford MSD's documented procurement procedures are consistent with State, local and tribal laws and regulations and standards identified in §§ 200.317 through 200.327 of subpart D—Post Federal Award Requirements.

Stafford MSD 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 Jamie Babineaux, Purchasing and Procurement Specialist, via email at jamie.babineaux@staffordmsd.org.

2.4 Requirements for Return of Proposal Responses

Proposers must submit proposals electronically using the Stafford MSD eBid System by the established deadline (*day and time*). Please refer to the "Instructions to Proposers" section to ensure that you submit all required information.

The Stafford MSD eBid System does not accept responses after the due date and time. Please note that if you begin responding to the bid request and do not click "submit" by the time the RFP is scheduled to close, your bid will not have been submitted.

2.5 Pre-Proposal Conference

A pre-proposal conference is not scheduled for this Request for Proposals (RFP).

2.6 Rights Reserved by Stafford MSD and Restrictions on RFP Process

- a) Stafford MSD reserves the right to cancel this solicitation in whole or in part by issuance of a revised or amended Request for Proposals.
- b) Stafford MSD 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 Stafford MSD. Stafford MSD may make multiple awards, and this fact should be taken into consideration by each Proposer.
- c) Stafford MSD 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) Stafford MSD 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. Stafford MSD further reserves the right to accept, reject, or negotiate modifications in any terms of a proposed vendor's proposal or any parts thereof. Stafford MSD further reserves the right to waive any formalities or technicalities if deemed in the best interest of the District. Stafford MSD also reserves the right as sole judge of quality and equality.
- e) Stafford MSD may 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 Stafford MSD and a vendor may also take place after the initial receipt of proposals. Stafford MSD reserves the right to conduct discussions with all, some, or none of the vendor(s) submitting proposals. Stafford MSD will not assist a vendor in the revision or modification of its proposal, nor will Stafford MSD assist a vendor in bringing its proposal to the same level of other proposals received by Stafford MSD.
- f) Stafford MSD makes no guarantee or commitment of any kind concerning quantities that will actually be purchased under this RFP and the resulting contract, if any. Stafford MSD makes no guarantee or commitment of any kind regarding usage of any contract(s) resulting from this RFP. Vendors, however, are expected to carry sufficient inventories to service the needs of Stafford MSD and shall furnish all required goods and/or services to the District at the stated price, when and if required. Because all commodities will be provided on an "as needed" basis, Stafford MSD makes no representation either orally or in writing to the amount of commodities, services, or related items Stafford MSD will use during the Term of the Agreement.

2.7 Questions and Clarification

- a) Questions regarding the requirements specified in this solicitation may be sent thru the District's eBid System **no less than five (5) business days** before the proposals are due.
- b) The district will not answer verbal questions; any responses to a prospective vendor's questions will be posted on the Stafford MSD eBid System.
- c) The district may seek additional information that may require a response from the Proposer within 24 hours of the request.

2.8 Protests

Any vendor who submitted a proposal may appeal the District's award, if the appeal is based on deviations from laws, rules, regulations, or District Board policies. Stafford MSD Board Policy GF (Local) applies to any vendor wishing to appeal a proposal and/or award of a contract. In accordance with Policy GF (Local), a vendor shall submit a complaint/appeal form by hand-delivery, electronic communication, including email and fax, or U.S. mail, to the **District's Chief Financial Officer**. Complaints/appeals must be received by the close of business on or before the 15th district business day of the date the vendor first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance. In the event a vendor is unsure about the award of the contract, it is the vendor's responsibility to contact the District's Business Office on the next business day after the award is announced and verify details concerning the award.

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 Vendor Registration

To participate in a Solicitation, interested vendors must first register in the System to create a login username and password. The District's System may be accessed by clicking on the following link: <https://hcdeebid.ionwave.net/Login.aspx>. Click on 'Supplier Registration' and follow the prompts to complete the registration process. If you require assistance with the online registration process, please contact Procurement Services at (281) 261-9252.

NOTE: By registering in the System, vendors are added to the District's Bidder's List and will receive automated e-mail notifications regarding future bid opportunities associated with the commodity codes selected by the vendor within the System. A vendor that is registered in this System IS NOT considered an "authorized vendor" or "contracted vendor". At Stafford MSD, a Contracted Vendor is a vendor that has been awarded a contract authorized by the Stafford MSD Board of Trustees as a result of a competitive procurement process. A non-contracted vendor may still be authorized to engage with the District if certain procurement requirements and criteria are met. Vendors wanting to inquire about their eligibility to engage with the District should contact the Stafford MSD Procurement Services department at (281) 261-9252.

3.2 Compliance with RFP Terms and Conditions

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 via track changes/redline and submitted in the "Response Attachments" section of the eBid system. The District reserves the right to reject any and/or all deviations or exceptions. Deviations or exceptions stipulated in a Vendor's response may result in disqualification. Any language to the effect that the Vendor does not consider this RFP/Section 7.0 Agreement Terms and Conditions to be part of a contractual obligation may result in the Vendor's proposal being disqualified. Each Proposer, by making its proposal, represents that the Proposer has read and understands the RFP and the Agreement.

3.3 Required Proposal Format

All Proposers are required to respond to this RFP using the Stafford MSD eBid System. Any applicable solicitation documents and related terms, conditions, specifications, instructions, and any applicable addenda will be made available through the System. The forms included in the Vendor Packet/Attachment Packet must be completed, signed, scanned, and attached under "Response Attachments" in the eBid System. Please ensure that you respond to all Bid Attributes and Line Items in this Request for Proposal.

3.4 General Corporate and Contact Information

Proposers are required to attach all of the following in the "Response Attachments" section of the eBid site:

- 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.
- State whether the Proposer or the Proposers 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 Stafford MSD with the following financial information if requested by Stafford MSD at any point during the procurement process, including before or after contract award: If public, the Proposers income statement, balance sheet, and cash flow for the past three (3) years; if private, the Proposers audited financial statements for the past two years (if available). A Proposers failure to provide this financial information may impact the Stafford MSD Administration's recommendation to the Stafford MSD Board of Trustees for the award of the

contract.

3.5 References

Provide at least three references of governmental entities (school districts preferred) that have purchased services, products, and/or related items from you in the last 3-4 years. References are to be provided under the “Bid Attributes” section in the Stafford MSD eBid System. Please use the following format for all references:

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

3.6 Addendum

Any interpretations, corrections, additions, or changes to this RFP will be communicated to Proposers by the issuance of an addendum. It is the responsibility of the Proposer, prior to submitting the proposal, to determine whether an addendum was issued. All Proposers shall comply with the requirements specified in any addendum issued by Stafford MSD. In the event that an Addendum is issued, the System will submit an electronic notification (“Notification”) via email to the email address of the individual who is registered as a user in the System (“System User”). The Notification will contain important information and/or instructions pertaining to the Addendum. In some events, an Addendum may include a notification regarding the addition, modification, or omission of Solicitation documents. In such case, said Solicitation documents may be provided to the Proposers for review as attachments within the ‘Attachments’ tab in the System.

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 Environmental Initiatives

Stafford MSD is committed to reducing waste and promoting energy conservation. Toward that end, Proposers responding to this solicitation are encouraged to provide their company’s environmental policy and green initiative.

3.9 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.

3.10 No Return of Proposals; Withdrawal of Proposals

A proposal that has been submitted via Stafford MSD’s eBid System may not be withdrawn after the submission deadline. Responses may be withdrawn for any reason prior to the Submission Deadline. To do so, Proposer must click on the ‘Retract’ option available within the System. Respondents who retract a response may then perform any corrections and resubmit the response, if desired, prior to the Submission Deadline.

3.11 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 Stafford MSD or any person interested in the proposed contract, and that all statements in said proposal or bid are true.

3.12 Use by Other Entities; Central Texas Purchasing Alliance

- (a) Pursuant to applicable law, including the Interlocal Cooperation Act Chapter 791 of the Texas Government Code), Stafford MSD may permit other governmental entities to “piggy-back” onto an existing contract between Stafford MSD 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 Stafford MSD 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 Stafford MSD 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 Stafford MSD or Stafford MSD’s contract with Vendor. It is expressly understood that Stafford MSD shall in no way be liable for the obligations of any other governmental entity contracting with Vendor pursuant to this section.
- (b) **Central Texas Purchasing Alliance.** Stafford MSD is a member in good standing of the of the Central Texas Purchasing Alliance ([CTPA](#)), an alliance of more than 100 school districts in Texas representing millions of 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. In support of this collaborative effort, all awards made by Stafford MSD 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. To assist an adopting member district in establishing their supporting documentation, the awarded vendor’s response and related documents owned by the originating district may be shared without prior notification to the awarded vendor, unless the vendor at the time of their response to the original solicitation clearly annotates that such sharing of their response is to not occur without prior permission of the vendor. 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. Upon adoption of the contract by the adopting CTPA member district, the original term of the contract and any renewal or extension options allowed under the original contract shall then transfer to the adopted contract, and such renewals options may be executed by the adopting member district at its sole discretion and independently of the originating member district’s decision to execute such renewal options on the original contract.

3.13 Preferences

Stafford MSD 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 Stafford MSD in a Child Nutrition Program. *See Texas Government Code §§ 2252.001 - .004.*

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 Stafford MSD 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 Stafford MSD is tax-exempt

Stafford MSD is tax-exempt. Proposal prices should not include taxes.

3.18 Conflict of Interest

CIQ Form – must be filled out and attached to proposal in the Response Attachment section of the Stafford MSD eBid System – See Attachment Packet

EDGAR Conflict of Interest Requirements

In accordance with federal EDGAR requirements, 2 CFR § 200.318(c)(1), no employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the federal award. A conflict of interest includes when the employee, officer, agent, board member, or any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract.

An employee, officer, agent, or board member of Stafford MSD may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. However, through Stafford MSD’s written procedures, Stafford MSD has set a de minimis amount of less than **(\$25.00)** per year for items that are unsolicited and of minimal value and promotional items. Violations of this standard by an employee will be reported to the Superintendent’s Office and addressed through Stafford MSD’s personnel policies. Violations of this standard by an officer or the Superintendent shall be addressed to the **Board President and addressed through Stafford MSD Board policies.**

PART 4.0 – SCOPE & SPECIFICATIONS

4.1 Request for Proposals Defined

The intention of this Request for Proposals (RFP) is to solicit proposals for *internal audit services*.

Stafford MSD 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 the Stafford MSD Procurement Services department at 281-261-9252.

Interested Proposers should respond to this RFP and submit proposals online at the Stafford MSD eBid System site. This site can be accessed by logging into <https://hcdeebid.ionwave.net/Login.aspx>.

4.2 Scope of Services

Stafford Municipal School District (SMSD) is issuing this Request for Proposal (RFP) to solicit independent third-party internal audit services for its Business and Human Resources operations. The purpose of this engagement is to evaluate the adequacy, efficiency, and effectiveness of the District's internal controls, operational procedures, and compliance practices within these administrative departments.

4.3 Specifications

The selected firm will be required to conduct a comprehensive review of current operational workflows, financial and personnel processes, segregation of duties, internal control structures, and compliance with applicable federal, state, and local requirements. The review should also benchmark the District's practices against recognized K-12 public education best practices and identify any operational inefficiencies, compliance concerns, or areas of potential risk.

The scope of work shall include, but not be limited to, the following areas:

- Review of Business Office operations, including financial processes, purchasing/procurement procedures, accounts payable, payroll processing, cash handling practices, budgeting controls, and related internal controls;
- Review of Human Resources operations, including employee onboarding/offboarding procedures, personnel records management, payroll coordination, contract administration, staffing processes, and compliance procedures;
- Evaluation of segregation of duties and oversight controls;
- Identification of operational, financial, or compliance vulnerabilities;
- Assessment of process efficiency and opportunities for operational improvement; and
- Recommendations for strengthening internal controls, improving operational effectiveness, and mitigating institutional risk.

The final deliverable shall include a detailed written report summarizing findings, observations, identified risks, and practical recommendations for corrective action and process improvement. The selected firm may also be requested to present the final report and findings to District administration and the Board of Trustees.

Interested firms must submit:

- A formal proposal with a detailed and itemized cost breakdown;
- A summary of the firm's experience conducting internal audits or operational reviews for K-12 public school districts or other governmental entities;
- Qualifications and credentials of personnel assigned to the engagement;
- A proposed timeline for completion of fieldwork and delivery of the final report; and
- References from comparable engagements, if available.

Vendor(s) shall, at the request of Stafford MSD, provide these products and/or covered services under the terms of this RFP and the Contract set forth in Section **7.0 Contract Terms and Conditions**.

PART 5.0 – EVALUATION & 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 Stafford MSD Procurement Department, to be the best value to Stafford MSD. 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 Stafford MSD will review and evaluate all proposals and make a recommendation to the Stafford MSD Board of Trustees. Stafford MSD represents that it has considered each of the criteria in Texas Education Code § 44.031(b), thereby fulfilling Section 44.031(b)'s requirement that it "shall consider" the criteria listed in 44.031(b); in accordance with Module 5 of the TEA FASRG and applicable federal laws, Stafford MSD has determined which criteria should be considered most important and has assigned weights/points to each criterion based on its importance. Stafford MSD 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	40	Points
2. Reputation of Vendor and of Vendor's goods and/or services	15	Points
3. Quality of Vendor's goods and/or services	15	Points
4. Extent to which the goods and/or services meet Stafford MSD's needs	15	Points
5. Vendor's past relationship with Stafford MSD	2	Points
6. Impact on the ability of Stafford MSD to comply with laws and rules relating to HUBs	5	Points
7. Total long-term cost to Stafford MSD to acquire Vendor's goods and/or services	5	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	3	Points
	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. Stafford MSD reserves the right to award contracts to multiple vendors if these vendors offer items that are unique and have value to Stafford MSD. Stafford MSD shall comply with the Texas Public Information Act in the event Stafford MSD 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 Stafford MSD 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

Stafford MSD makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. Stafford MSD makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation.

5.5 Inspection & Acceptance

Awarded vendor(s) shall deliver the goods or services procured on this RFP to the Stafford MSD Department 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 Stafford MSD Department for the delayed delivery. If defective or incorrect goods are delivered, Stafford MSD may make the determination, in its sole discretion, to return the goods to the vendor at no cost to Stafford MSD. 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 Formation of Contract (Execution of Offer)

A response to this solicitation is an offer to contract with Stafford MSD 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 Stafford MSD after approval by the Stafford MSD Board of Trustees. A contract is formed when either Stafford MSD's Superintendent or his designee signs the Execution of Offer form. The Proposer must submit a signed Execution of Offer Form in the Response Attachment section of the Stafford MSD eBid System, thus eliminating the need for the formal signing of a separate contract.

5.7 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 Stafford MSD. Stafford MSD 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 Stafford MSD's sole discretion.

5.8 Pricing

Stafford MSD requires that the pricing submitted in proposals be offered as a quantity one price. Stafford MSD may request the awarded vendor(s) to provide discounts or other adjustments to the quantity one price for larger orders, on a per-purchase order basis. If discounts or quantity prices are offered by an awarded vendor, the vendor must also offer the same reductions in pricing to be available for orders of similar size.

5.9 Federal/State/Grant Funding

Stafford MSD receives a variety of federal, state, and/or local/other grant funding. Performance by Stafford MSD under any contract/Agreement entered into pursuant to this RFP may be dependent upon the appropriation and allotment of grant funds (a "Prime Contract"). If Stafford MSD is not appropriated or allocated the necessary grant funds or its funding under a Prime Contract is eliminated or decreased, or Stafford MSD fails to allocate the necessary funds, then Stafford MSD will issue written notice to Vendor and Stafford MSD may terminate the Agreement without further duty or obligation to Vendor. Vendor acknowledges that appropriation, allotment, and allocation of funds may be beyond the control of Stafford MSD. Vendor shall strictly comply with all applicable Prime Contract requirements and all applicable flow-down, referenced, and incorporated provisions therein and shall cooperate with Stafford MSD in fulfillment of Stafford MSD's obligations under the Prime Contract.

PART 6.0 – FINANCIAL OFFER & QUESTIONNAIRE

- 6.1** Proposers must respond to all questions and identify all costs, fees, or charges for which Stafford MSD may be billed under the “Bid Attributes” and “Bid Line Items” sections in the Stafford MSD eBid System. Costs not indicated in proposals will not be paid. Proposers are to provide written documentation for any exceptions.

PART 7.0 – AGREEMENT TERMS & 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 Stafford MSD.

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. **EXCEPTIONS TO ANY PART(S) OF SECTION 7.0 AGREEMENT TERMS AND CONDITIONS MUST BE SUBMITTED VIA TRACK CHANGES/REDLINE AND UPLOADED IN THE RESPONSE ATTACHMENTS SECTION OF THE EBID SYSTEM.** A general statement that Vendor reserves the right to negotiate terms and conditions of the Contract or similar language is unacceptable and will be rejected. Proposals that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by Stafford MSD and eliminated from further consideration by Stafford MSD. Further, the District reserves the right to reject any and/or all deviations or exceptions and/or disqualify a proposer that submits deviations/exceptions that are excessive and/or unacceptable to the District, in the District’s sole discretion.

This Agreement is entered into between Stafford Municipal School District (“Stafford MSD”) and Vendor, having submitted a proposal in response to a procurement solicitation issued by Stafford MSD and whose proposal has been accepted and awarded by Stafford MSD. 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, Stafford MSD 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, purchase or work orders, invoices, checks, order acknowledgements, forms, contracts, terms of use, online/website/click-through source terms, or similar commercial documents relating hereto and which may be issued by Vendor after the issuance of the RFP shall have any force or effect. Further, no amendment of this Agreement shall be permitted unless first approved in writing by Stafford MSD, and no such amendments shall have any effect unless and until a written amendment to this Agreement is executed by Stafford MSD’s Superintendent or his designee after any necessary approvals have been obtained from the Stafford MSD 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 Stafford MSD. 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 Stafford MSD. Vendor is required to notify Stafford MSD 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 Catalog Discounts

In the event of a catalog discount type proposal, Vendor may be allowed to make additions and/or deletions from Vendor’s offerings on an annual basis during the Agreement renewal period, in Stafford MSD’s sole discretion, provided the item(s) substituted are of a-like quality and category. These changes will be compliant with the format of Vendor’s original proposal (i.e. manufacturer name, product category, or entire catalog discount). Stafford MSD will send notification to Vendor(s) seeking any additions and/or deletions, and

Vendor will return these proposed changes on company letterhead within the given timeframe. If Stafford MSD, in its sole discretion, accepts Vendor's proposed changes, such changes will remain in effect for the entire year until the next renewal period.

7.5 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 federal Uniform Guidance (2 CFR Part 200), 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 Stafford MSD. Vendor understands that Vendor is ineligible to receive a contract award with Stafford MSD if Vendor or its principal(s) is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689). For the entire duration of this Agreement, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Agreement. Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the Stafford MSD'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, as applicable. When required or requested by Stafford MSD, Vendor shall furnish Stafford MSD with satisfactory proof of Vendor's compliance with this provision.

7.6 Confidentiality/Records Requests

Vendor acknowledges that the District is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, the District is required to comply with the requirements of the TPIA. In the event that the request involves documentation that Vendor has clearly marked as confidential and/or proprietary, the District will provide Vendor with the notices under the TPIA. Vendor acknowledges that it has the responsibility to file exceptions with the Texas Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure. Vendor waives any claim against and releases from liability Stafford MSD, its respective 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, Stafford MSD, and determined by Stafford MSD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

7.7 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.

7.8 Customer Reference List

Vendor agrees to submit a customer reference list upon request by Stafford MSD.

7.9 Customer support

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

7.10 Entire Agreement

This Agreement/RFP, including any attached and incorporated addenda, exhibits, attachments, and documents/forms (including, but not limited to, the Standard Student Data Privacy Agreement, which is incorporated by reference herein, if and as applicable), Vendor's completed Stafford MSD Vendor Packet/bid attributes (including all certifications therein), and the portion(s) of Vendor's response to this RFP accepted by the District contain the entire agreement of the parties relative to the purpose(s) of this Agreement and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Agreement. In the event of a conflict between or among the contract documents, the following hierarchy shall prevail: (1) the Vendor's completed Stafford MSD Vendor Packet/bid attributes, except in the following circumstance: in the event of a conflict or inconsistency related to a matter of data privacy or data protection between or among any contract documents and/or applicable data privacy or data protection law, the Parties agree that the requirement that affords the most protection to Stafford

MSD Data (as that term is defined in the DPA) will supersede and prevail; (2) the terms and conditions of this Agreement; (3) addenda, exhibits, attachments, and documents/forms attached to this Agreement; and (4) the portion(s) of Vendor's response to this RFP accepted by the District. This Agreement supersedes any conflicting terms and conditions on any Vendor purchase or work orders, invoices, checks, order acknowledgements, forms, contracts, terms of use, online/website/click-through source terms, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Agreement.

7.11 Education Records

If Vendor will have access to student personally identifiable information or student education records, Vendor agrees that Vendor and its employees, agents, and/or representatives may receive access to student information for certain students of Stafford MSD, pursuant to this Agreement, this provision shall apply. Vendor must complete, in full, the [Texas Student Privacy Alliance's Standard Student Data Privacy Agreement](#) ("DPA"), incorporated by reference herein, provided by the District with this Agreement. Vendor shall secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations, including but not limited to all privacy laws. Vendor understands 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 Vendor agrees to abide by FERPA rules and regulations, as applicable. Pursuant to FERPA, Vendor must protect the confidentiality of Stafford MSD student records and shall not release any information without written consent from the Stafford MSD student's parent/guardian or eligible student unless required to do so by applicable law. Vendor further acknowledges that to the extent Vendor, including, but not limited to, Vendor's staff, employees, and/or representatives, receives confidential Stafford MSD student information during the performance of duties under this Agreement, Vendor is considered a "school official" in accordance with FERPA and shall not disclose confidential student information or education records except as otherwise permitted by applicable law. Vendor shall require its employees and other agents to execute written agreements requiring that such information be kept confidential. The Parties agree to abide by the DPA regarding the sharing of confidential student information, as required by applicable law. Vendor and its employees/ representatives shall at all times abide by applicable laws, including FERPA and the Health Insurance Portability and Accountability Act (HIPAA). Vendor shall immediately provide notice to Stafford MSD of any violation of the terms of this paragraph.

Stafford MSD or its designee shall have access to all education records and other documents in the possession of Vendor concerning students served by Stafford MSD for purposes of monitoring student progress, conducting evaluations, and making reports.

Vendor agrees that Stafford MSD's student data, including, but not limited to, documents and information concerning any individual student ("Stafford MSD student data"), is to be held in strictest confidence and assures that procedures are in place for safeguarding, monitoring, and protecting the confidentiality of Stafford MSD student data. Vendor shall keep all media containing Stafford MSD student data in a secure area. In addition, Vendor agrees that any data sets or output reports generated by its employees, agents, and/or representatives with Stafford MSD student data are confidential. Vendor shall not disclose to any unauthorized person any data sets or reports with Stafford MSD student data. Vendor agrees to monitor and be responsible for any access to Stafford MSD student data by tracking access through the use of password(s). Vendor shall provide Stafford MSD immediate notice of any security and/or data breaches and shall fully cooperate with all Stafford MSD requests in connection with Stafford MSD's notification to users of such security and/or data breaches as required by federal law or the laws of the state of Texas.

Upon termination of this Agreement or as otherwise requested by Stafford MSD in writing, Vendor shall transfer to Stafford MSD or its designee all Stafford MSD student data delivered to or collected by the Vendor during the course of this Agreement, in accordance with the requirements detailed in the DPA. Vendor shall be responsible for ensuring compliance with the obligations of this section by each of its employees, agents, representatives, and subcontractors providing services pursuant to this Agreement, including, but not limited to, informing those persons and entities of these obligations and exercising adequate supervision and oversight

over said persons and entities to ensure their compliance. Vendor shall be solely responsible for any breach of the obligations of this section by any of its employees, agents, representatives, or subcontractors.

7.12 Equal Opportunity

It is the policy of Stafford MSD 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.

7.13 Force Majeure

Neither Stafford MSD nor 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 Stafford MSD or Vendor's control.

Stafford MSD and Vendor 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. Stafford MSD and Vendor shall not have any claim for damages against one another resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event Vendor's performance of its obligations under this Agreement is delayed or stopped by a force majeure event, Stafford MSD shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of Stafford MSD's contractual, legal, or equitable rights.

7.14 Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of or relating to this Agreement shall be a court of competent jurisdiction in Fort Bend County, Texas.

7.15 Indebtedness

Vendor represents that to the best of its knowledge it is not indebted to Stafford MSD. Contractor, whether corporate, partnership, or sole owner, must be current on Stafford MSD property taxes. If commercial personal property is located in the District's jurisdiction, current renditions of these properties must be filed with the Chief Appraiser, as required by Section 22.01 of the Texas Tax Code. Indebtedness to Stafford MSD may be grounds for termination of this Agreement.

7.16 Indemnification

The District shall not be required to indemnify and/or hold harmless Vendor and/or its agents and employees. **TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY AND HOLD HARMLESS STAFFORD MSD, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL LIABILITY, LOSS, DAMAGE, EXPENSE (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY'S FEES), AND CLAIMS FOR INJURY TO OR DEATH OF ANY PERSON, OR INJURY OR DAMAGES RECEIVED OR SUSTAINED BY ANY**

PERSON OR PERSONS OR PROPERTY, ARISING OUT OF OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, PERFORMANCE UNDER THIS AGREEMENT (COLLECTIVELY, "CLAIM"), WHETHER OR NOT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY VENDOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS, EXCEPT FOR CLAIMS ARISING ENTIRELY FROM THE NEGLIGENCE OF STAFFORD MSD.

Nothing in this Agreement shall be construed to create a claim or cause of action against the District for which it is not otherwise liable, to waive any immunity or defense to which Stafford MSD may be entitled, or to create an impermissible deficiency debt of Stafford MSD.

7.17 Insurance

Vendor is required to provide Stafford MSD with copies of certificates of insurance, naming the District as an additional insured for Vendor's General Liability Insurance, within 14 business days of contract award and prior to the commencement of any work under this Agreement. 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 Stafford MSD 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 the District. Vendor shall give Stafford MSD a minimum of thirty (30) 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. Vendor shall, at all times during the Term of this Agreement, maintain insurance coverage with not less than the type and requirements shown 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 Stafford MSD, its officers, employees, and agents.
- Upon request, certified copies of original insurance policies shall be furnished to Stafford MSD.
- Stafford MSD shall be named as an "additional insured" on all insurance policies except worker's compensation.
- Stafford MSD reserves the right to require additional insurance should Stafford MSD deem additional insurance necessary, in Stafford MSD's sole discretion.

Minimum Limits of Insurance

Vendor shall maintain limits no less than:

- 1. Commercial General Liability:** \$2,000,000 per occurrence for bodily injury, personal injury and property damage. Including operations, contractual liability, and products liability in the combined single limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate.
- 2. Commercial Automobile Liability:** Combined single limit of not less than one million dollars (\$1,000,000) per accident for bodily injury and Property damage, or in the event Vendor does not own automobiles, Vendor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability Policy or a separate Commercial Auto Liability Policy.

3. Workers' Compensation:

Covering all individuals who provide services pursuant to the Agreement at the request of Vendor, at the statutory limits in effect as of the Effective Date of the Agreement and as modified from time to time by the regulatory body or insurance carrier charged with administering Workers' Compensation for the State of Texas.

4. Employers' Liability:

\$1,000,000 each accident,
 \$1,000,000 policy limit bodily injury by disease,
 \$1,000,000 each person bodily injury by disease.

7.18 Intellectual Property/Work Product

Vendor represents and warrants that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement. All work product, including any concepts, products, software, research, reports, studies, data, photographs, negatives, or other documents, drawings or materials prepared by Vendor in the performance of its obligations under this Agreement will be deemed works for hire and the exclusive property of the District and/or the grant-awarding agency, as applicable. Vendor shall deliver all such materials to the District upon completion, termination, or cancellation of this Agreement. Any programs, data, or other materials furnished by the District for use by Vendor in connection with the services performed under this Agreement will remain the District's property. Any pre-existing programs, data, or other materials furnished and owned by Vendor for use by Vendor in connection with the services performed under this Agreement will remain Vendor's property.

7.19 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.

7.20 Invoices; Payments

Invoices shall be directed to *Crystal Vela, Accounts Payable Clerk* via e-mail at ap@staffordmsd.org or mailed to Stafford Municipal School District, **Attention: Accounts Payable, 1633 Staffordshire Road, Stafford, TX 77477**. 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 Stafford MSD'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 Stafford MSD receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date Stafford MSD receives an invoice for the goods or service. Vendor agrees to pay any subcontractors, if any, the appropriate share of the payment received from Stafford MSD not later than the tenth (10th) day after the date Vendor receives the payment from Stafford MSD. The exceptions to payments made by Stafford MSD and/or Vendor listed in Texas Government Code § 2251.002 shall apply to this Agreement.

In addition to all other rights and remedies that Stafford MSD may have, Stafford MSD shall have the right to setoff, against any and all amounts due to Vendor by Stafford MSD, whether due under this Agreement or any other agreement between Stafford MSD (including any Department of Stafford MSD) and Vendor, any sums for which Stafford MSD is entitled to under this Agreement, as determined by Stafford MSD in its sole discretion, including, without limitation, sums due by Vendor to Stafford MSD as a result of indemnification obligations, warranty claims, as applicable.

7.21 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 Stafford MSD.

7.22 Multiple Contract Awards; Non-Exclusivity

Stafford MSD reserves the right to award multiple contracts for each commodity category. Commodity categories are established at the sole discretion of Stafford MSD. Nothing in this Agreement may be construed to imply that Vendor has the exclusive right to provide products and/or services to Stafford MSD. During the Term of this Agreement, Stafford MSD 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 Stafford MSD. 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. Stafford MSD 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 specified, Vendor will not deliver substitutes without prior written authorization from Stafford MSD.

7.25 No Agency or Endorsements

Stafford MSD 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 Stafford MSD and is not an employee, agent, joint venturer, or partner of Stafford MSD, 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 Stafford MSD and Vendor or Stafford MSD and any of Vendor's agents. Vendor agrees that Stafford MSD 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 anything to the contrary in this Agreement, Stafford MSD is obligated to make payments only as approved each year by Stafford MSD's Board of Trustees. Stafford MSD's Board of Trustees retains the right to terminate the Agreement at the expiration of each budget period of Stafford MSD.

To the extent that Stafford MSD will use grant funds to fulfill its obligations under this Agreement, Vendor acknowledges that grant funds will be used to pay for all or a portion of funds due under this Agreement and that this Agreement is only effective upon receipt of the Notice of Grant Award ("NOGA") and receipt of grant funding by Stafford MSD from the awarding agency. As such, if Stafford MSD does not receive sufficient grant funding for the services provided in this Agreement, Stafford MSD may terminate this Agreement without penalty and without further liability, obligation, or duty (monetary or otherwise) to Vendor, at any time upon written notice to Vendor.

7.27 Notice

Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be effected by hand-delivery or by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed to the physical address provided in this Notice Section. Each party may change the address at which notice is to be sent to that party by giving notice of such change to the other party in accordance with this Section.

To: Stafford Municipal School District – Business Office
 Attn: Dovran Ovesov
 Chief Financial Officer
 1633 Staffordshire Road
 Stafford, TX 77477

With a copy to : Stafford Municipal School District – Purchasing Department
 Attn: Jamie Babineaux M.Ed., RTSBA

Purchasing and Procurement Specialist
1633 Staffordshire Road
Stafford, TX 77477

To: Vendor
Address listed on Execution of Offer Form

Notice shall be deemed to have been given to either party upon delivery (if hand-delivered) or upon the expiration of forty-eight (48) hours after mailing (if sent by certified mail, return receipt requested).

7.28 No Third-Party Beneficiaries

Nothing in this Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.

7.29 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, Stafford MSD may take the following action(s), in Stafford MSD's sole discretion, and Vendor agrees to comply with Stafford MSD'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 Stafford MSD);
- (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 Stafford MSD's Board of Trustees that Vendor no longer be given the opportunity to submit a proposal to Stafford MSD and/or that this Agreement be terminated.

7.30 Performance

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

7.31 Prices

All prices in Vendor's proposal shall be firm for the Term of the Agreement. All price changes shall be presented to Stafford MSD for acceptance or rejection by Stafford MSD, 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 Stafford MSD 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).

7.32 Quantities

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

7.33 Records Retention and Audits

Stafford MSD or its authorized representatives, shall be afforded unrestricted access to and permitted to inspect and copy any and all books, documents, papers, and records in the possession of the Vendor (and its successors, transferees, assignees, and subcontractors) at any time, which shall include but not be limited to accounting records (hard copy as well as computer-readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Agreement. Vendor shall preserve all such records for a period of five (5) years, or for such longer period as may be required by law, after final payment is made under this Agreement. If this Agreement is funded from contract/grant funds provided by the U. S. Government or the State of Texas, then (1) Vendor shall preserve all such records as required by 2 C.F.R. § 200.334, and (2) the Agreement, books, and records shall be available for review and audit by Stafford MSD, the Comptroller General of the U.S., the Department of Homeland Security, FEMA, and/or the Inspector General (and any of their duly authorized representatives), and/or the State of Texas and its duly authorized representatives.

Stafford MSD, 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 Stafford MSD in connection with Vendor's work for Stafford MSD and shall be open to inspection and subject to audit and/or reproduction by Stafford MSD 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 Stafford MSD procurement policies and procedures,
- (c) compliance with provisions for computing billings to Stafford MSD, and/or
- (d) any other matters related to this Agreement.

7.34 Safety

Vendor shall take all precautions necessary for the safety of and prevention of damage to Stafford MSD's property and for the safety of and prevention of injury to persons, including Stafford MSD's employees and students, Vendor's employees, and third parties (including but not limited to guests, invitees, and the like), on Stafford MSD's property. All services and delivery of goods are performed entirely at Vendor's risk. 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 Stafford MSD and by the Occupational Safety and Health Administration ("OSHA"). In case of conflict, the most stringent safety requirements shall govern. Vendor shall indemnify and hold Stafford MSD 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 Security Breach Notification

If, pursuant to this Agreement, Vendor has access to computerized data that contains "sensitive personal information" as defined by Tex. Bus. & Comm. Code § 521.002 or information the disclosure of which is regulated by law, this paragraph shall apply. Vendor agrees to promptly notify the District in the event of a breach of system security or any unauthorized acquisition, access, use, or disclosure of District data, including any data that is protected under federal or state law (collectively, a "Security Incident"). As required by Tex. Gov't Code § 2054.603, notification shall be made to the District's designated contact within forty-eight (48) hours of the Vendor becoming aware of such Security Incident, unless a shorter period is required by applicable law. Vendor shall cooperate fully with the District to investigate and respond to the Security Incident. This includes, but is not limited to, providing a detailed written description of the incident, the type of data affected, the number of individuals potentially impacted, steps taken to mitigate the breach, and plans for preventing a recurrence. Notification and response shall be conducted in a manner consistent with applicable laws and regulations, including but not limited to Texas Business and Commerce Code § 521.053, and Texas Department of Information Resources (DIR) Security Control Standards Catalog. Where applicable, Vendor shall also comply with guidance issued by DIR and the Texas Education Agency regarding breach response and data privacy. Vendor shall bear all costs associated with the investigation, notification, and remediation of any Security Incident caused in whole or in part by Vendor's acts or omissions, including the cost of required notices to affected individuals and regulatory agencies.

7.36 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.

7.37 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 Stafford MSD. If a product cannot be shipped within that timeframe, Vendor shall notify Stafford MSD of the reasons why the product has not shipped and shall provide an estimated shipping date, if applicable. Stafford MSD may cancel the order if the estimated shipping time is not acceptable to Stafford MSD, in its sole discretion.

7.38 Stafford MSD Property

In the event of loss, damage, or destruction of any property owned by or loaned by Stafford MSD that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall indemnify Stafford MSD and pay to Stafford MSD 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 Stafford MSD's determination of the amount due. If Vendor fails to make timely payment, Stafford MSD 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 Stafford MSD.

7.39 Subcontractors

If Stafford MSD gives written permission for Vendor to subcontract any part of the goods or services in the performance of any part of this Agreement, Vendor shall be fully responsible to Stafford MSD 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 Stafford MSD and any such subcontractor, nor shall it create any obligation on the part of Stafford MSD to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.

7.40 Taxes

Stafford MSD is tax-exempt, and Stafford MSD 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. Stafford MSD shall not be liable for any taxes resulting from this Agreement.

7.41 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 Stafford MSD 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.

7.42 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 Stafford MSD and Vendor. In the event of a breach or default of the Agreement and/or the procurement solicitation by Vendor, Stafford MSD 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 Stafford MSD. Stafford MSD 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. Stafford MSD also reserves the right to terminate the Agreement immediately, with written notice to Vendor, if Stafford MSD believes, in its sole discretion, that it is in the best interest of Stafford MSD to do so. Vendor agrees that Stafford MSD shall not be liable for damages in the event that Stafford MSD declares Vendor to be in default or breach of this Agreement and/or the procurement solicitation. If federal funds are used under this Agreement Stafford MSD shall provide written notice of termination to Vendor if Stafford MSD terminates this Agreement for any reason stated herein. 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.

7.43 Title and Risk of Loss

Whenever Stafford MSD is purchasing (and not leasing) an item under this Agreement, title and risk of loss shall pass upon the later of Stafford MSD'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.

7.44 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 Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

7.45 Warranty

In addition to the warranties provided by law, Vendor expressly warrants that it has the right to sell the goods and/or services provided under this PO and that such services and/or goods provided by Vendor shall, for a period of one (1) year upon the later of Stafford MSD's acceptance of the good and/or service or payment of the applicable invoice: (a) be in full conformity with the specifications, plans and samples approved by Stafford MSD and will be new, of good quality, material and workmanship, merchantable, fit for the use and purpose for which they were intended, and free from defects; (b) be manufactured, sold, delivered, and installed in compliance with the provisions of all applicable federal, state, and local laws, ordinances rules, and regulations; and (c) not infringe on any valid patent, trade mark, trade name, or copyright. Any and all warranties made by the manufacturer or supplier of goods delivered by Vendor are hereby assigned to Stafford MSD and nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of Stafford MSD. Vendor will bear the cost of inspecting, testing and/or replacement of rejected goods and/or services. Warranties granted herein shall survive inspection, testing, acceptance and payment and shall accrue to Stafford MSD.

7.46 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 Stafford MSD's property, nor may such workers be intoxicated or under the influence of alcohol or drugs on Stafford MSD's property.