

BEAUMONT INDEPENDENT SCHOOL DISTRICT PURCHASE ORDER TERMS AND CONDITIONS

1. A Purchase Order (“PO”) issued by Beaumont Independent School District (“District” or “BISD”) to the entity listed on the face of the PO (“Vendor”) and these terms and conditions constitute a binding contract between Vendor and BISD (“Agreement”), to furnish the goods and/or services specified on the face of the PO. Vendor’s commencement of performance or acceptance of the PO in any manner shall conclusively evidence acceptance of this Agreement. The District’s acceptance of Vendor’s goods and/or services does not constitute acceptance of any terms and conditions stated in Vendor’s terms and conditions included in any Vendor documentation, agreements, or online materials.
 - 1.1 Under no circumstances is the amount of this PO to be exceeded without prior written approval of the Purchasing Director or designee.
 - 1.2 No substitution of materials of any kind or change in, cancellation of, waiver of, or exception to any of the terms or specifications of any PO, contract, or service agreement will be recognized without the prior written authorization of the Purchasing Director or designee.
 - 1.3 The District’s PO number must appear on all of Vendor’s invoices, delivery memoranda, bills of lading, packages, and correspondence.
 - 1.4 Vendor shall address all communications (excluding invoices) concerning this PO to the Purchasing Director, at the address on the front of the purchase order, or by contacting (409) 617-5000.
2. **Agreement.** The following contract documents contain the entire agreement of the District and Vendor relative to the purpose(s) of a PO, and in the event of a conflict between or among the documents that form the entire agreement, the following hierarchy of terms and conditions shall prevail: (1) Vendor’s completed BISD 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 the Texas Student Privacy Alliance’s Standard Student Data Privacy Agreement, located at <https://www.bmtisd.com/departments/business> and incorporated by reference herein (“DPA”), this PO, and/or applicable data privacy or data protection law, the requirement that affords the most protection to BISD Data (as that term is defined in the DPA) will supersede and prevail; (2) if applicable, the BISD Contracted Services Agreement with its attached addenda, exhibits, attachments, and documents/forms or the BISD Short Form Agreement; (3) this Agreement; (4) the applicable procurement document(s) (the District’s procurement solicitation, the cooperative contract used by the District, the CTPA or governmental entity contract used by the District, or the quote/open market used by the District) (each a “Procurement Document”), if any; and (5) the portion of Vendor’s proposal or quote accepted by 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 or website source terms, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of any aforementioned contract document or a PO.
3. **Applicable Law & Venue.** The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern all Purchase Orders. The exclusive jurisdiction for any dispute under this Agreement is the state and federal courts located in Beaumont, Jefferson County, Texas. Vendor represents that the merchandise covered by the Contract was not manufactured and is not being sold in violation of any federal, state, or local law. Vendor represents that the merchandise covered by the Contract was not manufactured and is not being sold in violation of any federal, state, or local law.
4. **Purchase Order.** The District requires a PO before order fulfillment. The PO number must appear on all invoices, delivery memoranda, bills of lading, packages, and correspondence. A PO is valid only when the following two conditions have been met: (a) a PO number appears in the space provided; and (b) a written or stamped signature of District’s Purchasing Director or designee appears in the space provided.
5. **Termination and Purchase Order Changes.**
 - 5.1 **Termination.** The Parties may mutually agree in writing to terminate this Agreement for any reason, with or without cause, effective as of the date agreed. In the event of such early termination, BISD will be responsible for payment for only those goods or services that have been accepted by BISD up to the termination date. BISD is entitled to a pro-rata refund for any Services for which BISD has paid but which have not yet been accepted by BISD. Upon any breach of this Agreement by BISD, Vendor shall provide written notice to BISD and an opportunity to cure of no less than thirty (30) days; if BISD has failed to undertake reasonable measures to cure its breach upon the expiration of thirty (30) days of BISD having received written notice from Vendor, Vendor has the right to terminate the PO. BISD may, by written notice, immediately terminate the PO if Vendor has defaulted in whole or in part (including, but not limited to, failure to provide goods or services under this PO in a satisfactory and proper manner, in the sole discretion of BISD), refuses or fails to comply with the provisions of this Agreement, fails to make progress, does not cure such failure after written notice within a reasonable period of time, or fails to perform within the same time period specified or any written extension thereof. In such event, BISD may obtain comparable services elsewhere and either deduct the costs of obtaining such goods and/or services from any amount owed to the Vendor or Vendor shall reimburse BISD for such costs incurred by BISD. Such costs shall not exceed the cost of the Vendor’s remaining performance owed pursuant to the PO. BISD may further terminate the PO for any reason, with or without cause, by giving thirty (30) days’ written

notice to Vendor. Upon receipt of a Notice of Termination by the District, the Vendor shall promptly cease all further work pursuant to this Agreement, with such exceptions, if any, specified in the Notice of Termination.

5.2 **Changes.** The District reserves the right to make changes to the PO (e.g., increase/decrease quantities, change delivery address, etc.). Any changes to the PO shall be communicated to Vendor by the issuance of a written Change Order.

6. **Appropriated Funds.** Renewal of this Agreement or continuation beyond the current fiscal year, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on District by this Agreement, District shall have the right to terminate any Agreement without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of District if it is determined by District, in District's sole discretion, that there are insufficient funds to extend this Agreement. The parties agree that this Agreement is a commitment of District's current revenue only. To the extent that BISD 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 BISD from the awarding agency. As such, if BISD does not receive sufficient grant funding for the goods/services provided in this Agreement, BISD 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. Further, in the event that any payment(s) to Vendor under this Agreement are subsequently disallowed by a grant awarding agency or in the event that BISD is required to refund any funding received from a grant awarding agency relating to Vendor's goods/services, to the maximum extent permitted by applicable law, Vendor shall repay to BISD, on demand, the amount of any such disallowed costs and/or refund(s). BISD may, in its sole discretion, deduct the amount(s) of any such disallowed costs and/or refund(s) from subsequent payments to Vendor under this Agreement or other POs.
7. **No Assignment/Delegation.** Neither the PO nor any duties or obligations under this Agreement shall be assignable by Vendor without the prior written acknowledgement and authorization of BISD.
8. **Relationship of Parties/ Independent Contractor Status.** It is the intention of the parties that the Vendor be an independent contractor and not an employee, agent, joint venturer, or partner of BISD. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between BISD and either Vendor or any employee, volunteer, or agent of Vendor, nor shall anything in this Agreement be construed as creating or establishing a joint venture or business partnership between BISD and either Vendor or any employee, volunteer or agent of Vendor. Vendor is not entitled to participate in any pension plans, bonus, stock, or similar benefits that BISD provides for its employees. BISD and Vendor agree that neither Vendor nor Vendor's subcontractors, agents, or employees shall be covered under any BISD insurance policy, including but not limited to BISD's liability, property and casualty, or workers' compensation insurance policies. Vendor agrees that BISD has no responsibility for any conduct of any of Vendor's staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, or licensees. The Vendor assumes full responsibility for the actions of its staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, and licensees while performing any services incident to this Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholdings), workers' compensation, disability benefits, and like requirements and obligations. As an independent contractor, Vendor will be solely responsible for determining the means and methods for performing under the PO and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the PO. Vendor shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by BISD hereunder and Vendor shall indemnify and hold BISD harmless in this regard. Vendor will be free to contract for similar services to be performed for other entities while Vendor is under contract with BISD.
9. **Warranties and Remedies.** 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 Agreement and that such services and/or goods provided by Vendor shall, for a period of one (1) year upon the later of BISD'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 BISD 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 BISD and nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of BISD. 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 BISD.
10. **Performance.** To the extent applicable under this Agreement, Vendor represents and warrants that Vendor has the experience, qualifications, licenses, and certifications required to provide the Services. Further, Vendor agrees that Vendor's

Services will be performed with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from BISD. If Vendor is unable to complete the work in this manner based on the mutually agreed upon timeline, Vendor shall notify BISD in accordance with the Notice Section of this Agreement. Further, to the extent that professional services governed by the Professional Services Procurement Act, Tex. Gov't Code Chp. 2254 are provided under this Agreement, Vendor represents and warrants that (1) Vendor has demonstrated competence and possesses qualifications to perform the Services and is performing the Services for a fair and reasonable price, and (2) the professional fees under this Agreement do not exceed any maximum provided by law.

11. **No Substitution.** By acceptance of this PO, Vendor agrees to deliver the goods and/or render the services in conformance with the specifications and descriptions identified on the face of the PO, the RFP and/or any contract entered into between District and Vendor. Unless otherwise specified, Vendor shall not deliver substitutes or inferior materials without prior, written authorization from District.
 - 10.1 **Quality of Goods.** In the event no quality is specified on the face of the PO, in the RFP, or in any contract entered into between District and Vendor, the goods delivered hereunder shall be of the best quality. Vendor shall ensure that all goods delivered to District be new (i.e., previously unused and in their original packaging) and have not been reconditioned, repackaged, returned, remanufactured, refurbished, or damaged.
 - 10.2 **Transfer of Manufacturer's Warranty.** If the Vendor is not the manufacturer, and the goods are covered by a separate manufacturer's warranty, the Vendor shall transfer and assign such manufacturer's warranty to the District. If for any reason the manufacturer's warranty cannot be fully transferred to the District, the Vendor shall assist and cooperate with the District to the fullest extent to enforce such manufacturer's warranty for the benefit of the District.
 - 10.3 **Services.** The Vendor warrants and represents that all services to be provided the District under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
 - 10.4 **Quantities.** The quantities specified for delivery in the PO are the only quantities required by the District. Therefore, if Vendor delivers quantities in excess of those specified on the face of the PO, the District is not required to make any payment for the excess goods and, at the District's election, may keep or return the excess goods. All risk and expense for the return of the quantities of goods in excess of those specified on the face of the PO shall be borne by Vendor unless prior written authorization is issued by the District.
12. **Delivery.**
 - 11.1 All deliveries shall be to the site(s) specified on the PO, be freight prepaid, Free On Board (F.O.B.) Destination (Beaumont Independent School District), and pricing shall include all shipping, handling, freight, and/or delivery charges. The District has no facilities for off-loading deliveries. Unless specifically stated otherwise, all shipments MUST include "inside delivery." "Dock Side" deliveries and/or deliveries requiring buyer unloading, except as specifically stated on the PO or for deliveries to a BISD Warehouse, will be refused.
 - 11.2 The obligation of Vendor to meet the delivery dates, specifications, and quantities set forth in the PO is of the essence of this Agreement. If, at any time, Vendor believes it may be unable to comply with the delivery or completion schedules, then Vendor must immediately notify the District's Purchasing Director in writing of the probable length of any anticipated delay and the reasons for it. In the event of such notification or of an actual failure by Vendor to comply with the delivery or completion schedules, the District may, in addition to all other remedies, require Vendor, at Vendor's expense, to ship the goods via airfreight or expedited routing to avoid or minimize delay.
 - 11.3 When a delivery is to be made to a District campus: (a) such delivery shall be made between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, except on school holidays and (b) such delivery shall be made and goods shall be placed inside the campus building in the designated room(s) at no additional charge. **THE DISTRICT CANNOT AND WILL NOT ACCEPT TAILGATE DELIVERY AT A SCHOOL ENTRANCE UNLESS SPECIFIED OTHERWISE ON THIS PURCHASE ORDER.**
 - 11.4 All unshipped items on this Purchase Order will automatically be cancelled ninety (90) days after date of order unless prior approval by District's Purchasing Director has been obtained. Shipments initiated after such date may not be accepted.
13. **Inspection and Acceptance.** Prior to acceptance of any goods and/or services and continuing for a period of thirty (30) days after BISD's first use of the goods and/or services BISD reserves the absolute right to inspect, test, and reject all goods and/or services, in whole or in part, furnished by Vendor, to ensure that they comply with the PO and this Agreement, the RFP, and/or any contract entered into between BISD and Vendor. This right shall exist even if payment has already been made to Vendor. Goods or services which, in the sole opinion of BISD, fail to conform to the required specification(s) or standard(s) may be considered non-conforming. BISD reserves the right to inspect the goods and/or services provided under this Agreement at all reasonable times and places during the Term. If any of the goods/services do not conform to the requirements set forth in the PO or the RFP, BISD reserves the absolute right to, in the District's sole discretion: (i) require

Vendor to perform the services again / provide goods in conformity with such requirements, with no additional charge to BISD; (ii) to inspect, test, and reject all goods and/or services, in whole or in part, furnished by Vendor; or (iii) equitably reduce payment due Vendor to reflect the reduced value of the services performed / goods provided. These remedies do not limit other remedies available to BISD in this Agreement or otherwise available by law.

14. **Product Recall.** Vendor shall notify the BISD's Procurement Services Department immediately if a product recall is instituted on any good Vendor has delivered or if Vendor discovers or becomes aware of any quality or other deficiency in the delivered good. This requirement shall survive payment and acceptance of the good(s).
15. **Notice.** Any notice provided under this Agreement by either party to the other shall be in writing and may be effected by hand-delivery or certified mail – return receipt requested. Notice to either party shall be sufficient if made or addressed to the physical provided on the face of the PO.
16. **Indemnification.** The District shall not be required to indemnify and/or hold harmless the Vendor and/or its agents and employees. **TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY AND HOLD HARMLESS BEAUMONT ISD, 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 BEAUMONT ISD.**
17. **Insurance.** Unless otherwise agreed to, in writing, by District and Vendor, Vendor is required to provide BISD 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 BISD 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 BISD 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. For clarity, Vendor shall not be required to obtain or maintain Professional Errors & Omissions Liability nor shall Vendor be required to provide a Bid, Payment or Performance Bond.

Minimum Limits of Insurance - Vendor shall maintain limits no less than:

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| 1. Commercial General Liability: | \$1,000,000 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 <i>one million</i> 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: | <div>\$1,000,000 each accident</div> <div>\$1,000,000 policy limit bodily injury by disease</div> <div>\$1,000,000 each person bodily injury by disease</div> |

If the Vendor maintains higher limits than the minimums shown above, BISD shall be entitled to coverage for the higher limits maintained by the Vendor. No provision, term, or condition in the Agreement regarding indemnification obligations shall be construed to limit the application of insurance procured by the Vendor in accordance with requirements set forth in the Contract.

Other Insurance Provisions

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. BISD, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Vendor; and with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement to the Vendor's insurance policy, or as a separate owner's policy.
2. Vendor's insurance coverage must be primary and non-contributory for all policies. For any claims related to the Services provided under this Agreement, the Vendor's insurance coverage shall be primary insurance as respects BISD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by BISD, its officers, officials, employees, or volunteers shall be secondary to, in excess of, or supplemental to, the Vendor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice has been provided to BISD.

Waiver of Subrogation

A waiver of subrogation must be granted in favor of BISD for all policies. Vendor hereby agrees to waive subrogation which any insurer of Vendor may acquire from Vendor by virtue of the payment of any loss. Vendor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of BISD for all work performed by the Vendor, its employees, agents and subcontractors.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A-, VII unless otherwise expressly indicated as acceptable to BISD. Non-action or omission is not to be construed as indication of acceptance. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Verification of Coverage

Vendor shall furnish BISD with endorsements effecting coverage required by this section. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms provided by BISD, unless the insurance company will not use BISD's forms. All endorsements are to be received and approved by BISD no less than thirty (30) days before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to BISD's forms, the Vendor's insurer must provide complete copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

Subcontractors

Vendor shall require and verify that all subcontractors currently possess and continuously maintain insurance meeting all the requirements stated herein.

18. **Price.** The District accepts Vendor's price(s) as recorded on Vendor's quote/proposal and on the PO but reserves the right to cancel the PO if the prices are to be increased prior to the delivery of goods or the completion of services. The price(s) specified on the face of the PO shall remain firm until the District has processed Vendor's invoice, or until the goods and/or services have been accepted by the District, whichever is later. Vendor is directed not to fill the PO at increased prices without authorization from the Purchasing Director or designee. No separate charges, except those clearly recorded on Vendor's quote/proposal and on the PO will be allowed. Prices may be negotiated during the renewal period of any contract entered into between the District and Vendor.
19. **Invoices and Payment.**
 - 19.1 Any invoices submitted to the District shall be itemized and must include the following: the PO and/or contract number; Invoice Date, Name of Vendor, brief description of the item, quantity, unit price, and extended price; Vendor's complete mailing address and telephone number; transportation charges, if any, listed separately; when applicable, a copy of the bill of lading and the freight waybill attached to the invoice; and any other substantiating documentation or information specifically required by the PO. Vendor shall submit itemized invoices BISD Accounts Payable Dept via e-mail to <mailto:invoices@bmtisd.com> or mailed to 3395 Harrison Ave Beaumont, TX 77706.
 - 19.2 Invoices that do not indicate the PO number will be returned to Vendor.
 - 19.3 All inquiries concerning payment should be directed to Accounts Payable, 409-617-5000 or invoices@bmtisd.com. All inquiries concerning purchase orders should be directed to the Purchasing Department, 409-617-5000 or kgentry@bmtisd.com.
 - 19.4 The District is tax-exempt. Vendor shall not include taxes on the invoice. The District's Tax Identification Number is 74-6000317.
 - 19.5 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 the District receives the goods; (2) the date the performance of the service is

completed; or (3) the date the District receives an invoice for the goods or services. Vendor agrees to pay any subcontractors, if any, the appropriate share of the payment received from BISD not later than the tenth (10th) day after the date Vendor receives the payment from BISD. Vendor shall be responsible for satisfaction of all applicable IRS standards concerning reporting of income and payments to Vendor's subcontractors and/or employees, if any.

- 19.6 Vendor certifies that no work has been performed before the Effective Date of this Agreement. Invoices submitted by Vendor for work performed prior to the Effective Date of the Agreement may not be honored by BISD, in the District's sole discretion. BISD may purchase services from the Vendor through BISD's Controller or other appropriately designated official, using BISD's purchase order process; this Agreement shall govern all conditions and service terms between Vendor and BISD. In the event that Vendor's personnel begin work before Vendor receives a valid purchase order and/or the signing of this Agreement, Vendor agrees that BISD is not liable for payment of such services rendered.
- 19.7 In addition to all other rights and remedies that BISD may have, BISD shall have the right to setoff, against any and all amounts due to Vendor by BISD, whether due under this Agreement or any other contract or agreement between BISD and Vendor, any sums to which BISD is entitled under this Agreement, as determined by BISD in its reasonable discretion, including, without limitation, sums due by Vendor to BISD as a result of indemnification obligations and/or warranty claims.
20. **Title and Risk of Loss.** The title to any and all goods, products, merchandise, materials, and/or services that are provided to the District shall pass to the District upon acceptance of the good or payment of the applicable invoice, whichever is later.
21. **Review of Progress.** Vendor will work diligently to meet all timelines mutually established by Vendor and BISD. BISD reserves the right to monitor the progress of Vendor. Upon request by BISD, Vendor shall provide periodic status reports to BISD with approximate timelines for completion of the Services, and other information reasonably requested by BISD. No written reports of any kind shall be released to any third parties without prior written approval of BISD.
22. **Safety/Liability.** Vendor shall take all precautions necessary for the safety of and prevention of damage to BISD's property and for the safety of and prevention of injury to persons, including BISD's employees and students, Vendor's employees, and third parties (including but not limited to guests, invitees, and the like), on BISD'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 BISD 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 BISD harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and Beaumont of every kind arising from the breach of Vendor's obligations under this provision.
23. **Workforce.** For any services provided by Vendor, Vendor shall employ only orderly and competent workers, skilled in the performance of the agreed-upon services. 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 BISD's property, nor may such workers be intoxicated or under the influence of alcohol or drugs on BISD's property.
24. **No 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 of this Agreement shall be taken or held to be a waiver of any other term hereof or the breach thereof. No failure or delay by BISD in exercising any right or power accruing upon the non-compliance or failure of performance by Vendor under the provisions of this Agreement shall be construed to be a waiver of such non-compliance or failure of performance or subsequent rights accruing to BISD. No waiver of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.
25. **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 this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
26. **Confidentiality & Proprietary Information.** Unless required by law, the existence and terms of this Agreement may not be disclosed by the Vendor to any third party without the prior written consent of BISD. The Vendor may not publish or use any publicity materials relating to this Agreement or use BISD's name without the prior written consent of BISD. Only the specific information expressly identified in BISD's written consent may be disclosed, and the disclosure must be made only to the specific third party(ies) expressly identified in BISD's written consent.
- In the course of performing duties under this Agreement, Vendor may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and schools being served by BISD and employees of BISD. All such information is confidential and shall not be disclosed, directly or indirectly, to any person

other than authorized officials of BISD, either during the Term of this Agreement or after such Term.

Vendor acknowledges that BISD would be irreparably injured if Vendor were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for Vendor's own purposes or benefit and that money damages would not compensate BISD for such irreparable injury.

In addition to the above obligations of Vendor, the parties agree that they may provide technical information, documentation and expertise to each other that is either (1) conspicuously marked as being confidential or, (2) if delivered in oral form is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party's Confidential Information in strict confidence using reasonable efforts to prevent the disclosure of Confidential Information to third parties, at least equal to the efforts employed by the receiving party to protect its own confidential information of like kind; (ii) except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's authorized employees on a need-to-know basis; and (iii) use the disclosing party's Confidential Information solely for performance of this Agreement. The foregoing requirement shall not apply to any portion of a party's Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations and the knowledge of the receiving party is known to the disclosing party; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such required disclosure shall notify the other party of such intended disclosure immediately upon receipt of the court order or other event triggering a disclosure obligation, in order to allow such party to seek a protective order or other remedy. The provisions of this paragraph survive the expiration or earlier termination of this Agreement.

27. **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 the Texas Cyber Command Act, 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.
28. **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.
29. **Record Retention and Audits.** BISD 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. The 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) the 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 BISD, 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.

30. **Education Records.** If Vendor will have access to student personally identifiable information or student education records, Vendor and/or its employees, agents, and/or representatives may receive access to student information for certain students of BISD 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 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 the FERPA, Vendor must protect the confidentiality of BISD student records and shall not release any information without written consent from the BISD 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 BISD 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. When applicable, 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 BISD of any violation of the terms of this paragraph. BISD or its designee shall have access to all education records and other documents in the possession of Vendor concerning students served by BISD for purposes of monitoring student progress, conducting evaluations, and making reports.

Vendor agrees that BISD's student data, including but not limited to documents and information concerning any individual student ("BISD student data"), is to be held in strictest confidence and assures that procedures are in place for safeguarding, monitoring, and protecting the confidentiality of BISD student data. Vendor shall keep all media containing BISD 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 BISD student data are confidential. Vendor shall not disclose to any unauthorized person any data sets or reports with BISD student data. Vendor agrees to monitor and be responsible for any access to BISD student data by tracking access through the use of password(s). Vendor shall provide BISD immediate notice of any security and/or data breaches and shall fully cooperate with all BISD requests in connection with BISD'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 BISD in writing, Vendor shall transfer to BISD or its designee all BISD student data delivered to or collected by the Vendor during the course of this Agreement, in accordance with the requirements detailed in the Data Protection Addendum.

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.

31. **Record Requests.** The Parties acknowledge that BISD is obligated to strictly comply with the Texas Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon the written request of BISD, Vendor will promptly provide specified contracting information exchanged or created under this Agreement. Vendor waives any claim against and releases from liability BISD, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by either Party and determined by BISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code. Vendor shall immediately notify BISD if Vendor receives from any third-party a request for information (including, but not limited to, a subpoena), which pertains to the documentation and records maintained by Vendor on behalf of BISD pursuant to this Agreement. Vendor shall provide a copy of such request to BISD, unless otherwise prohibited by law.
32. **Compliance with Applicable Law and BISD Rules, Regulations, and Requirements.** 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 the federal Uniform Guidance, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81.

Vendor certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances as detailed in BISD's Certifications form, "Required Contract Provisions for Non-Federal Entity Contracts under Federal Awards – Appendix II to 2 C.F.R. Part 200," which is incorporated by reference herein. Vendor further certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including but not limited to those referenced in BISD's Vendor Packet completed by Vendor, which is incorporated by reference herein. Vendor understands that Vendor is ineligible to receive a contract award with the District 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 Purchase Order and/or Term, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Agreement.

33. **Non-Discrimination.** Vendor will not discriminate because of race, color, religion, national origin, sex, age, disability, or any other characteristic protected under applicable federal, state, or local laws.
34. **Force Majeure.** Neither BISD 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 BISD or Vendor's control. BISD 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. BISD 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, BISD shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of BISD's contractual, legal, or equitable rights.
35. **Texas Public Information Act (TPIA).** 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 BISD, 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, BISD, and determined by BISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.
36. **Material Safety Data Sheets (MSDS).** The District is required to obtain current and accurate Material Safety Data Sheets for each product which may contain hazardous substances, create hazardous substances as a by-product, cause harmful physical effects, or otherwise be considered hazardous. If applicable, Vendor shall deliver Material Safety Data Sheets (MSDS) with the requested goods. Vendor shall comply with OSHA safety rules and any other safety guidelines and standards as required by the District. Vendor agrees to perform services(s) rendered safely, diligently, efficiently, and in a professional manner.
37. **Subcontractors.** If BISD gives written permission for Vendor to subcontract any part of Services in the performance of this Agreement, Vendor shall be fully responsible to BISD 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 BISD and any such subcontractor, nor shall it create any obligation on the part of BISD to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.
38. **Certifications.** **38.1.** Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. **38.2.** If (a) Vendor is not a sole proprietorship; b) Vendor has ten (10) or more full-time employees; and (c) this PO has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, Vendor hereby certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this PO. For purposes of this PO, the term "boycott" shall mean and include refusing to deal with, terminating business activities with,

or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. **38.3** If Vendor is not a governmental body and (a) this PO has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by BISD; or (b) this PO results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by BISD in a fiscal year of BISD, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement/PO (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter." Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to (1) preserve all contracting information related to this PO as provided by the records retention requirements applicable to BISD for the duration of the Agreement; (2) promptly provide to BISD any contracting information related to the Agreement/PO that is in the custody or possession of the Vendor on request of BISD; and (3) on completion of the Agreement/PO, either (a) provide at no cost to BISD all contracting information related to the Agreement/PO that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement/PO as provided by the records retention requirements applicable to BISD. **38.4** If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this PO has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87th session), Vendor hereby certifies and verifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the PO. For purposes of this PO, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See TEX. GOV'T CODE § 809.001(1). **38.5** If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; (c) this PO has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the PO is not excepted under TEX. GOV'T CODE § 2274.003 of SB 19 (87th leg.); and (e) BISD has determined that Vendor is not a sole-source provider or BISD has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 19 (87th session), Vendor hereby certifies and verifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this PO, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association." See TEX. GOV'T CODE § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See TEX. GOV'T CODE § 2274.001(3) of SB 19. **38.6** BISD is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by BISD for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or

other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this PO, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” See TEX. GOV’T CODE § 2274.0101(2) of SB 1226 (87th leg.). Vendor verifies and certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

39. **Conflict of Interest.** In accordance with Section 176.006 of the Texas Local Government Code, Vendor must file, on an annual basis, a Conflict of Interest Questionnaire with the BISD Purchasing Department. The Form CIQ and instructions can be found at www.BISD.org, under “Departments,” then “Business & Finance,” then “Purchasing,” then “Conflict of Interest Questionnaire.”
40. **Federal Funds.** If the source of funds for this purchase is federal funds, the following federal provisions apply, as applicable: the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland “Anti-Kickback” Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O’Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Debarment and Suspension (Executive Orders 12549 and 12689), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 (“EDGAR”), and mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 8).

--- End of PO Terms and Conditions ---