HURST-EULESS-BEDFORD INDEPENDENT SCHOOL DISTRICT

GENERAL PROVISIONS
For Purchasing Solicitations and Contracts

Effective Date of September 1, 2017

The following General Provisions are hereby issued in accordance with the laws, rules, and policies set forth through the Texas Education Code, Chapter 44 and Hurst-Euless-Bedford Independent School District (HEB ISD or District) policy, and may be amended as required by HEB ISD. Prospective Vendors are cautioned to read and understand the General Provisions set forth in this document prior and responding to a HEB ISD Solicitation. Any exceptions to or failure to follow these General Provisions unless otherwise directed within the Solicitation, may be cause for a Vendors Solicitation Response to be deemed non-responsive and disqualified by HEB ISD. These General Provisions will take precedence over the terms and conditions within

PART I

DEFINITIONS, TERMS AND ACRONYMS

District Business Day……	Days the District is officially conducting business (excludes weekends, District observed holidays, etc.)
District Web Site……..	The official District web site, available at http://www.hebisd.edu.
EDGAR……..	Education Department General Administrative Regulations
EPCNT……..	Educational Purchasing Cooperative of North Texas. A Purchasing cooperative representing school districts in the North Texas geographic area.
NTPSM……..	North Texas Purchasing & Supply Management. A Purchasing cooperative representing school districts in the North Texas geographic area. The NTPSM shares knowledge, resources, and contracts as appropriate to further its common interest.
Notice of Award……..	

Solicitation……	General term used to refer to an RFB, CSP, RFO, RFQ or RFP.
Solicitation Response……	

PART II

SOLICITATION INFORMATION AND INSTRUCTIONS

1. **TYPES OF CONTRACTS**. Each Solicitation will identify the type of Contract being advertised. One of the following contracting methods will typically be used, but

5.1. Any explanation desired by a Vendor regarding the meaning or interpretation of this Solicitation must be submitted in writing to the Buyer identified in the Solicitation within seven (7) business days prior to the opening date, in order to allow a response to all Bidders before the submission of a bid.

5.2. The District has provided

PART IV

SOLICITATION EVALUATION AND AWARD

1. **RESERVATIONS**. The District expressly reserves the right to:
   - 1.1. Waive minor deviations from specifications, if the District determines that the overall cost of the goods or service will be lower and the overall function is improved or not impaired;
   - 1.2. Waive any minor informality or deficiency in any Solicitation procedure;
   - 1.3. Reject any or all Solicitation Reponses;
   - 1.4. Cancel the Solicitation;
   - 1.5. Reissue a Solicitation;
   - 1.6. Extend the Solicitation opening time and date, the Contract Award date, or both;
   - 1.7. Specify approximate quantities;
   - 1.8. Increase or decrease the quantity specified in the Solicitation;
   - 1.9. Consider and accept alternate Solicitations, if specified in the Solicitation, when it is considered in the best interest of the District;
   - 1.10. Procure any goods or services by other means;
   - 1.11. Purchase no goods or services.

2. **COMPETITIVE SELECTION USING BEST VALUE**.
   - 2.1. ***Solicitation***

1.17.2. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the District and its agents, employees, and trustees from all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of property resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2.5.3. Additionally, in the event of a default by the Contractor, the District may debar the Contractor from the District's Vendor Bid Notification list for a minimum of one year.

2.5.4. All rights and remedies under the Contract Award are cumulative and are not exclusive of any other right or remedy provided by law.

2.6. ***Termination for Convenience***.

2.6.1. The District shall have the right to terminate the Contract, in whole or in part, for its own convenience and without cause any time upon thirty (30) days prior written Notice of Termination. Upon receipt of a Notice of Termination, the Contractor shall promptly cease all further work pursuant to the Contract Award, with such exceptions, if any, specified in the Notice of Termination.

2.6.2. The District will pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

2.7. ***Assignment – Delegation.***

2.7.1. The Contract shall be binding upon and to the mutual benefit of the District and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the District.

2.7.2. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph.

2.7.3. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.

2.7.4. If the Contractor (seller) has sold their business and the Contract is conveyed to another business entity (buyer) in the purchase, the Contractor shall provide the District with documentation that can be legally recognized in a State of Texas court of law, or a public announcement stating the terms of the purchase.

2.8. ***Waiver***.

2.8.1. No claim or right arising out of a breach of the Contract Award can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.8.2. No waiver by either the Contractor or the District of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract Award, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

3. **GOODS-RELATED CONTRACTS**.

3.1. ***General***.

3.1.1. Goods are to be delivered to the required destination(s) within the number of District Business Days as identified within the Solicitation after receipt of order (ARO).

3.1.2. All products shall be delivered F.O.B. destination, freight prepaid and allowed unless otherwise indicated within the Contract Award.

3.1.3. Ordering and delivery will involve various locations with HEB ISD, unless otherwise specified within the purchase order.

3.2. ***Hours for Delivery***.

3.2.1. Delivery of all goods shall be made during the normal working hours listed below for departments of the District unless prior approval for after-hours delivery has been obtained from the District.

3.2.2. For larger orders or deliveries requiring large trucks, the Contractor should notify the receiving department prior to arrival.

3.2.2.1. All Schools. Delivery times shall be 9:00 AM to 3:00 PM on District School Days.

3.2.2.2. District Distribution Center (Warehouse) and Other Facilities. Delivery times shall be 8:00 AM to 3:30 PM on District Business Days.

3.3. ***Facilities.*** With the exception of the District Distribution Center, no other facilities have areas available for dock-level deliveries.

3.4. ***Inside Delivery***. The Contractor shall make inside deliveries within a facility to a location determined by the District if required within the Solicitation.

3.5. ***Expedited Deliveries***.

3.5.1. In case of an urgent need for an expedited delivery by the District, the Contractor is requested to supply the needed material immediately, if possible.

3.5.2. If the Contractor cannot respond, the emergency requirement may be purchased on the open market. Such purchases shall not be considered a breach of Contract by HEB ISD or the Contractor.

3.6. ***Shipment of Goods under Reservation Prohibited***. The Contractor is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of deliverables.

3.7. ***Packaging of Goods***.

3.7.1. The Contractor shall package all goods in accordance with good commercial practice

3.8. ***Material Safety Data Sheets***. Contractor must provide, at no cost, at least one copy of any applicable Manufacturer's Material Safety Data Sheet(s) (MSDS) with each shipment, and upon request, during the term of the Contract. If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement.

3.9. ***Inspection and Testing***.

3.9.1. The District expressly reserves all rights under law, including but not limited to the Texas Business and Commerce Code, to inspect the Deliverables at delivery before them, and to reject defective or non-conforming Deliverables.

3.9.2. All goods are subject to inspection and testing for compliancy to the Contract specifications by HEB ISD.

3.9.3.

4.4.1. The District shall provide the Contractor access to the sites where the Contractor is to provide the goods or perform the services as required.

4.4.2. The Contractor acknowledges that it has satisfied itself as to the nature of the District's service requirements and specifications, the location and essential characteristics of the work site(s) the quality and quantity of materials, equipment, labor and facilities necessary to provide the goods or perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract.

4.4.3. The Contractor hereby releases and holds the District harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

4.5. ***Compliance with Safety Regulations***.

4.5.1. The Contractor, it's 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 the services, including but not limited to, those imposed by the District and by the Occupational Safety and Health Administration (OSHA).

4.5.2. In case of conflict, the most stringent safety requirements shall govern.

4.5.3. The Contractor shall indemnify and hold the District harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

4.6. ***Security and Background Investigations***.

4.6.1. The Contractor shall be responsible for ensuring the District is protected from potential threats that may be created by their employees.

4.6.2. If directed by the laws of the State of Texas, the Contractor shall adhere to any requirements that may be legislated during the term of any contract, or any enacted District policy.

4.6.3. The District will have the right to require Contractor's principles, Contractor's employees assigned to the Contract Award, Subcontractor's principles, and Subcontractor's employees assigned to the Contract Award, and any other individuals deemed to be providing goods or services for the District to be investigated (including fingerprinting) for criminal records and/or history.

4.6.4. The District reserves the right to prevent, forbid, and/or temporarily or permanently bar any of Contractor, Contractor's employees, Subcontractors, or Subcontractor's employees from any District facility for whatever security reason it determines necessary to maintain the safety of District employees and operations.

4.7. ***Subcontracts***. Where a Subcontract may be used, the Contractor shall be fully responsible to the District for all acts and omissions of the Subcontracts just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontract any Contractual relationship between the District and any such Subcontract, nor shall it create any obligation on the part of the District to pay or to see to the payment of any moneys due any such Subcontract except as may otherwise be required by law.

4.8. ***District Policy for Work Attire***.

4.8.1. The Contractor, its employees, and Subcontractor employees shall meet the minimum requirements of the District's dress code if required to have presence on District property.

4.8.2. A copy of the manual that includes the dress code can be provided to the Contractor upon request.

4.9. ***Insuranc9.6 (r)minim anyami4.9.8-9.5 (2.)BT 0 Tw 1.657 0 Td ( )8.Td -0 -18.Td 9-0.8 34 Tfdy m04 Tc -0.005 Tw004 Tc 0.004 Tw 0.612 0 Tc***

Covering all owned, non-owned and hired autos, trucks and trailers of the respective parties required to provide and maintain this insurance.
Such insurance shall provide coverage not less than that of the Standard Comprehensive Automobile Liability policy in limits not less than $1,000,000 Combined Single Limit each occurrence for Contractors and all tiers of Subcontractors.
Contractual Liability, if not provided in the policy form, is to be provided by endorsement.

(company) has the ultimate responsibility for the management and oversight of each "Contractor" and "Subcontractor" involved with the Job Site.

4.10. ***Right to Audit***. The District will have the right to audit the Contractor's books and records pertaining to all goods and services during the hours of the normal workday during the term of agreement and for a period of five (5) years following expiration of the Contract.