

Solicitation #:

Solicitation Name:

Master Purchase Agreement
between
Austin Independent School District
and

Contractor must notify the purchasing agent immediately for the name of a suitable substitute asbestos-free product.

29. HAZARDOUS MATERIALS: If services require or items

used in this agreement, the definition contained in the Code is to control.

36. ADVERTISING: The Contractor shall not advertise or publish, without the District's prior consent, the fact that the District has entered into this agreement, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government. Neither party may use the other's name or other distinguishable iconography in advertisements without the other's prior written consent.
37. RIGHT TO ASSURANCE: Whenever one party to this agreement in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give written assurance of their intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this agreement.
38. PROHIBITION AGAINST PERSONAL INTEREST IN AGREEMENTS: Any District Board Member who has any substantial interest, either direct or indirect, in any business entity seeking an agreement with the District, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation.
39. RETENTION OF RECORDS: The Contractor shall retain any books, documents, papers, and records that are directly pertinent to the agreement. The Contractor shall make the said materials available for audit, examination, excerpt, and transcriptio

42. SPECIAL PROVISIONS: Please note that changes or additions to the provisions will be made only upon approval of the District's Legal Counsel.

Approved by Legal Counsel:

Signature

Date

(Will not proceed without District Legal Counsel approval)

43. NOTICES: Any notices required or permitted by this agreement shall be in writing and delivered to the parties as set forth :

DISTRICT INFORMATION

Contact name: _____
Title: _____
Department: _____
Mailing Address: _____
City, State, Zip: _____
Contact Number: _____
Email Address: _____

CONTRACTOR INFORMATION

Contact name: _____
Title: _____
Department: _____
Mailing Address: _____
City, State, Zip: _____
Contact Number: _____
Email Address: _____

44. SIGNATORY AUTHORITY: Each individual signing this agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this agreement. The signing of this document represents and warrants the execution and delivery of the agreement and the performance of obligations that have been duly authorized. This agreement is valid, legal, binding and enforceable in accordance with its provisions.

By signing this agreement, the Contractor and District agree to be legally bound by its terms and conditions. IN WITNESS WHEREOF, the parties have executed this agreement by the authorized representatives below:

AUSTIN INDEPENDENT SCHOOL DISTRICT:

CONTRACTOR :

Name

Name

Title

Title

Signature

Date

Signature

Date

EXHIBIT A

SPECIFICATIONS AND STATEMENT OF WORK

OWNERSHIP OF WORK: Contractor recognizes that the District will have perpetual, non-exclusive, non-transferrable license to use any work product or deliverables developed by the Contractor in the performance of the services and delivered to the District, upon the District's payment in full of all amounts due hereunder. The Contractor retains ownership of all information, software and other property owned by it prior to this agreement or which it develops independently of this agreement and all work products compiled or developed by the Contractor in the performance of this agreement.

CONFIDENTIALITY: The Contractor shall maintain strict confidentiality of all information, dates or records relating to students of the District and shall not disclose information except as required to the implementation of services in accordance with the terms of this agreement, or as may be required by law.

INCORPORATION BY REFERENCE: All Invitation for Bids (IFB), Bids, Request for Proposals (RFP), Proposals, Request for Quotes (RFQ), and Quotes associated with this agreement hereunder shall be incorporated by reference.

INSTRUCTIONS:

Statement of Work will include a detailed description of required services that will be performed by the Contractor including actual tasks, deliverables, direct methodologies to be used, qualitative and quantitative designs, performance requirements and timelines (start and end dates) according to specifications and expectations of the agreement:

Description of service: Type in service being rendered, attach quote or a detailed statement of work from Contractor.

Special Instructions to the District (

EXHIBIT B

BASIS OF PRICING AND COMPENSATION

INSTRUCTIONS:

Note: \$25,000 and above requires the completion of the Debarment, Suspension and Ineligibility Certification form in Exhibit C.

You may attach a COMPENSATION SCHEDULE/QUOTE or complete the pricing information below:

Payment will be made according to the District Comptroller's published Accounts Payable schedule.

EXHIBIT C

DEBARMENT, SUSPENSION, AND INELIGIBILITY CERTIFICATION

Statutory citation is found in the U.S. Office of Management and Budget Circular A-102, 2 CFR 11 Part 215, and Federal Acquisition Regulation Subpart 9.4 Federal agencies, state agencies, and local governments, including the Austin Independent School District, shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors only. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments, Section 1 (d), requires that Austin ISD shall not award a contract to a contractor, or consent to a subcontract with a contractor, that is debarred, suspended, proposed for debarment, or otherwise declared ineligible. "Contractor" means any individual or other legal entity that –

(1) Directly or indirectly submits offers for or is awarded a Federal Government or Austin ISD contract or a subcontract under a Federal Government or Austin ISD contract; or

(2) Conducts business, or reasonably may be expected to conduct business, with the Federal Government or Austin ISD.

A contract award with an amount expected to equal or exceed \$25,000 and certain other contract awards shall not be made to contractors that are listed on the Federal Government Excluded Parties List. Ref: 2 CFR 11 Part 215

Contractors submitting a bid or proposal in an amount expected to equal or exceed \$25,000 shall certify that neither their organization nor principal officers and agents nor subcontractors are debarred, suspended, proposed for debarment, or otherwise declared ineligible by a Federal agency.

I, the undersigned officer or agent for the contractor named below, certify that neither this organization nor principal officers and agents nor subcontractors are debarred, suspended, proposed for debarment, or otherwise declared ineligible by a Federal agency.

CONTRACTOR :

Name

Title

Signature

Date