

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT  
Service-Related Terms and Conditions  
Reference Document No. STC-01  
Effective Date of November 8, 2005

The following terms and conditions are hereby issued in conjunction with the General Terms, Conditions and Requirements of Solicitations in effect the date of the release of the associated Solicitation. The Vendor is cautioned to read and understand the terms and conditions set forth in this document prior to responding to a DSISD Solicitation.

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**1. DISCLOSURE OF INTELLECTUAL PROPERTY PRODUCED DURING THE SERVICES.**

Vendor shall promptly disclose to the District all Intellectual Property which Vendor or Vendor's employees, Subcontractors, or Subcontractor's employees may produce, either solely or jointly with others, during the course of the services performed. All such intellectual property becomes the property of the District upon payment thereof. In addition, Vendor shall promptly disclose to the District all Intellectual Property to which Vendor may acquire rights in connection with the performance of the services hereunder. Any disclosure under this paragraph shall contain sufficient technical detail to convey a clear understanding of the Intellectual Property, and shall identify any publication, sale, public use, or impending publication. Promptly upon request, Vendor shall supply such additional information as the District may require. If the intellectual property does not become the property of the District, the District is hereby granted an unlimited license to use such intellectual property, at no additional cost.

**2. MODIFICATION AND DERIVATIVE WORKS**

The District shall have the right, in its own discretion, to independently modify any Intellectual Property incorporated in the services for the District's own purposes and use, through the services of its own employees or independent contractors. The District shall own all Intellectual Property Rights to such modifications.

1. Vendor shall comply with all Laws and Regulations relating to Intellectual Property. Vendor represents and warrants to the District that Vendor will not infringe any Intellectual Property Rights of any third party.
2. Vendor shall require its employees to execute any agreements, assignments, licenses or other instruments, and to provide information related to Intellectual Property, as may be necessary to effectuate the provisions of this contract.
3. Vendor shall require its Subcontractors and suppliers to execute any agreements, assignments, licenses or other instruments, and to provide information related to Intellectual Property, as may be necessary to effectuate the provisions of this contract.

**3. INSURANCE**

State Certificate of Insurance. Prior to beginning work, the Vendor shall provide the ordering agency with a completed State Certificate of Insurance Form 20.102 (only the State forms are acceptable) providing the below listed coverage. The District shall be included as an Additional Insured by Endorsement to policies issued for coverage listed herein.

Waiver of Subrogation Endorsement. Waiver of Subrogation Endorsement in favor of the District shall be a part of each policy for coverage listed. The District will allow deductible policies. The Vendor shall pay the deductible amount. Such coverage shall remain in effect during the full term of service. Required insurance coverage is specified in the Solicitation.

Proof of Insurance. For the duration of this Contract, the Vendor shall provide proof and maintain the following insurance coverage applicable to liability which could be incurred in conjunction with this project:

1. Workers' Compensation as required by law including Owner's Protective Liability.

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2. Comprehensive Liability with minimum Bodily Injury Limits of not less than \$500,000 for each accident and \$1,000,000 for the aggregate. It shall include Property Damage
3. Liability Insurance with minimum limits of not less than \$500,000 for each accident and \$1,000,000 for the aggregate. This policy shall include Owner's Protective Liability with the same minimum limits as above.
4. Comprehensive Automobile Liability Insurance to cover all vehicles owned by, hired by, or used on behalf of the Vendor, with minimum combined single limit of \$1,000,000.00.

Certificate of Insurance. A certificate of insurance for each of the above policies shall be delivered to the DSISD before any work is started.

**4. VENDORS OBLIGATIONS**

The Vendor shall fully and timely provide all deliverables described in the Solicitation and in the Vendor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

**5. CONTRACT KICK-OFF MEETING**

The District reserves the right to require the awarded vendor(s) to meet with District representatives prior to the start of the contract period. This meeting is to discuss at a minimum the service specifications, expectations of professionalism, and access issues if necessary.

**6. DISTRICT POLICY FOR WORK ATTIRE**

If awarded a contract that requires the vendor's presence on District property, the vendor shall meet the minimum requirements of the District's dress code. A copy of the manual that includes the dress code can be provided to the awarded vendor upon request.

**7. QUARTERLY PERFORMANCE REVIEWS**

The District reserves the right to require quarterly performance reviews with the awarded vendor(s). These reviews shall evaluate at a minimum, the vendor's ability to perform the service:

1. Within the District's schedule;
2. To the required specifications;
3. In a professional manner.

**8. PLACE AND CONDITION OF WORK**

The District shall provide the Vendor access to the sites where the Vendor is to perform the services as required in order for the Vendor to perform the services in a timely and efficient manner. The Vendor acknowledges that it has satisfied itself as to the nature of the District's services 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 perform the services, and any other condition or state of fact which could in any way affect performance of the Vendor's obligations under the Contract. The Vendor 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.

**9. COMPLIANCE WITH SAFETY REGULATIONS**

The 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 the services, including but not limited to those promulgated by the District and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirements shall govern. The Vendor 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 Vendor's obligations under this paragraph.

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**10. SUBCONTRACTS**

Where a Subcontract may be used, the Vendor shall be fully responsible to the District for all acts and omissions of the Subcontracts just as the Vendor is responsible for the Vendor'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.

**11. INDEMNIFICATION**

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the District and their agents and employees 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 use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, 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.

In any and all claims against the District or any of its agents or employees by any employee of the Vendor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Vendor under workers' compensation acts, disability benefits acts or other employee benefit acts.