



Purchasing Agreement for Goods and Services

This Agreement is entered into between the Lone Star College System for and in behalf of LSC - _____ ("LSC") and _____ ("Contractor") for the purpose of defining the services being offered to the LSC.

1. **STATEMENT OF SERVICES TO BE PERFORMED** (attach detailed description if necessary):

2. **COMPENSATION:**

LSC shall compensate Contractor in the amount of \$ _____, plus reasonable travel and other business-related expenses (when applicable; upon submission of receipts) not to exceed \$ _____, for a total payment not to exceed \$ _____. Contractor shall submit detailed invoices describing the services rendered, charges, and the total amount due. LSCS will make payment within 45 days of receipt of proper invoice.

A Vendor Application must be completed by Contractor and attached to this Agreement.

3. **TERMS OF THE AGREEMENT:**

- a. Services are to begin on _____ and will terminate on _____.
- b. All applicable laws, regulations, and LSC policies and procedures relative to conduct on LSC premises shall govern the services provided under this Agreement.
- c. Contractor agrees to indemnify and hold harmless LSC from any claim, damage, liability, injury, expense, or loss arising out of his/her performance under this Agreement.
- d. This Agreement shall be construed under the laws of the State of Texas, and venue in any action brought hereunder shall be in Montgomery County, Texas.
- e. Contractor certifies that he/she is not currently employed by LSC. If Agreement provides for consulting services (as defined): Contractor certifies that he/she has not been an employee of LSC during the previous twelve (12) month period.
- f. This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understandings or agreements and may only be amended in writing. This Agreement is not assignable.
- g. LSC or Contractor can terminate this Agreement in writing at any time with _____ days notice. LSC shall only be liable for payment of services and expenses incurred prior to termination.

- h. Under section 231.006 of the Family Code, Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified payments under this contract and that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- i. Contractor is an independent contractor and not an agent or employee of LSC.
- j. The exchange and communication of information between the parties shall be held in strict confidence and Contractor will use the information only for the purposes of this Agreement, and will advise its employees of the obligations under this Agreement in maintaining secrecy hereto.

4. INSURANCE:

Prior to commencing performance, Contractor shall secure, and maintain in force until final acceptance of the project, the following kinds of insurance in the following amounts:

<u>TYPE OF COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers Compensation	Statutory Limit-State of Texas (if Contractor is using its employees under this contract)
Employer’s Liability	\$500,000 Ea. Accident (if Contractor is using its employees under this contract)
Commercial General Liability	\$1,000,000 Each Occurrence/ \$2,000,000 Aggregate
Commercial Auto Liability	\$1,000,000 Combined Single Limit
Professional Liability	\$1,000,000 (if applicable)
Umbrella Coverage	When contract amount exceeds \$5,000,000: Excess or Umbrella Policy of \$5,000,000.

LSCS shall, with the exception of Workers Compensation, Employers Liability and Professional Liability, be named as an Additional Insured under each of the above policies. For Workers Compensation LSCS shall be covered by an Alternate Employer Endorsement. Contractor and each of its insurers agree to provide a complete waiver of subrogation against LSCS. Certificates of Insurance evidencing the proper coverage must be provided and accepted by the College prior to the start of work and any change in coverage must be reported 30 days prior to taking effect. The insurance carrier must be an “A VIII” rated carrier or greater. Contractor’s policy must also state that it is primary over any other available insurance that it may carry.

Contractor agrees that all work on the project pursuant to this Contract shall be at Contractor’s exclusive risk until final and complete acceptance thereof by LSCS, and in case of any loss or damage thereto, in whole or in part, prior to such acceptance, however caused, such loss and/or damage shall be borne by Contractor.

5. ALTERNATIVE DISPUTE RESOLUTION:

- a. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by LSC and Contractor to attempt to resolve any claim for breach of contract made by Contractor:
 - (1) A Contractor's claims for breach of this contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, Contractor shall submit written notice, as required by subchapter B, to [for the System, the Chancellor; for component institutions, the President] or his/her designee. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of LSC and Contractor otherwise entitled to notice under the Parties' contract. Compliance by Contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
 - (2) The contested case process provided in Chapter 2260, subchapter C, of the Government Code is Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by LSC if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
 - (3) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by LSC nor any other conduct of any representative of LSC relating to the contract shall be considered a waiver of sovereign immunity to suit.
- b. The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Attorney General of the State of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found at 1 T.A.C. Part 3 Chapter 68.
- c. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the contractor, in whole or in part.

MULTIPLE COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

****Signature page to follow****

LONE STAR COLLEGE SYSTEM

CONTRACTOR

Signature Date
Name: _____
Title: _____

Signature Date
Name: _____
Title: _____

Business: _____

Address: _____

Note: Modification of this Form requires approval of OGC