

EXHIBIT A - STANDARD CONTRACTOR AGREEMENT FOR SECURITY SYSTEMS

This CONTRACTOR AGREEMENT (“**Agreement**”) is dated as of **DATE HERE** by and between El Paso Leadership Academy (“**Client**”), and **CONTRACTOR HERE** (“**Contractor**”).

WHEREAS, the Services (as defined below) are to be rendered for the project identified as the El Paso Leadership Academy – East Campus (the “**Project**”) in that Request for Proposals #2021-004 dated January 18th, 2021 (the “**RFP**”), and incorporated herein by reference; and

WHEREAS, Client desires to engage Contractor to provide services related to the Project and scope of work described in the RFP.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are acknowledged and accepted, and intending to be legally bound, the parties agree as follows:

1. Description of Services. During the term of this Agreement, and as Contractor’s other commitments and obligations may permit, Contractor agrees to provide the services described on EXHIBIT F – Scope of Services attached here to (the “**Services**”). Contractor is authorized to provide the Services either on site, by telephone, fax, or email with respect to the Project. Contractor shall be entitled at Contractor’s reasonable discretion to determine the time and manner in which the Services will be provided.
2. Jobsite. The Contractor will adhere to all jobsite safety requirements as required by the Client and Design-Builder and shall maintain the Project site in a reasonably clean condition during performance of the work. Upon final completion, the Contractor shall thoroughly clean the project site of debris, trash, and excess materials or equipment.
3. Best Efforts. Contractor shall use its reasonable best efforts, professionalism, knowledge, skills, experience, and talents to diligently and timely perform the Services.
4. Independent Contractor. Contractor is serving as an independent contractor only, and this Agreement shall not create any joint venture, partnership, agency or employment relationship between Contractor and Client. Contractor shall have no authority to bind Client in any contract, agreement or otherwise. Client shall have no right, duty or obligation to (a) provide training to Contractor; (b) instruct Contractor as to when, where, or how Contractor is to work (except as provided herein or may be reasonably necessary to ensure that the Services are provided in a timely manner as dictated by the needs of Client); or (c) hire, supervise or pay any employees or agents for Contractor.
5. Services Fee. In consideration for Contractor’s agreement to be available to provide the Services under this Agreement, Client shall pay Contractor the fee described on EXHIBIT D – Proposal Form attached hereto (the “**Services Fee**”), for the Services performed hereunder. The Services Fee shall be due and payable in accordance with EXHIBIT D – Proposal Form.

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6. Taxes. Client is exempt from payment of taxes under Chapter 11, Texas Tax Code, known as Limited Sales, Excise and Use tax Act, for the purchase of tangible personal property.
7. Insurance: Contractor represents and warrants to Client that it has and will have commercial general liability, automobile liability, and workers compensation insurance with such coverages and minimum limits meeting minimum legal requirements, consistent with EXHIBIT B – Insurance Requirements, and otherwise reasonably sufficient to cover any claims of any kind which may foreseeably result in whole or part from provision of the goods and/or services. Client reserves, and does not waive, its rights of sovereign immunity and similar rights and its rights under the Texas Tort Claims Act. Contractor shall indemnify, defend, and hold-harmless the Client from any and all claims or liabilities arising out of the work covered by this paragraph.
8. Time. The Contractor shall commence the performance of this Agreement within five (5) days of the execution of this Agreement and shall diligently continue its performance to and until final completion of the Project. The Contractor shall accomplish Substantial Completion of the Project on or before (___) calendar days from date of Notice To Proceed. The term "Substantial Completion", as used herein, shall mean that point at which, as certified in writing by the Client, the Project is at a level of completion in strict compliance with this Agreement such that the Client or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.
9. Payment Terms. Payment shall be made to the Contractor only for goods/services rendered. Payment shall be made no earlier than thirty (30) days after receipt of invoice unless early payment is approved by the Client and made part of the award. Invoice shall be in such format and include applicable supporting documentation as may be required by the Client. Invoices must reference the Client purchase order number or available reference number. The Client will not be held to the thirty (30) day terms if the purchase order number or available reference number is not referenced correctly or the invoice is not mailed to the address below. Original invoices (no pre-invoicing or statements) are necessary for payment and should be submitted to either by mail or electronically to:

El Paso Leadership Academy
Attn.: Finance Department
1918 Texas Avenue
El Paso, Texas 79901
avilla@epleadershipacademy.org

10. Setoff. All claims for money due or to become due from the Client shall be subject to deduction or set-off by the Client by reason of any counter-claim arising out of this or any transaction with Contractor.
11. Liquidated Damages. If the Contractor fails to achieve substantial completion on or before the aforementioned date, the Contractor shall pay the Client the sum of Five Hundred Dollars (\$500.00)

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per day for each and every calendar day of unexcused delay in achieving substantial completion beyond the date set forth herein for completion of the work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Client, estimated at the time of Contract execution. When the Client reasonably believes that final completion will be inexcusably delayed, the Client shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Client to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving substantial completion, or any part thereof, for which the Client has withheld payment, the Client shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

12. Claims. All Contractor claims against the Client shall be initiated by a written claim submitted to the Client. Such claim shall be received by the Client no later than seven (7) calendar days after the event, or the first appearance of the circumstances, causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim. In the event the Contractor seeks to make a claim for an increase in the Service Fee, the Contractor shall submit the claim before proceeding to execute any additional or changed work.
13. Termination. Client may terminate or suspend this agreement at any time in its discretion in the following circumstances: (a) Contractor failure to timely provide conforming Goods and Services; (b) material breach of this agreement by the Contractor; or (c) Contractor becomes insolvent, files or has filed against it a petition in bankruptcy, proposes or accomplishes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors; (i) if a receiver, trustee, custodian or similar agent is appointed or takes possession of any property or business of Contractor; (ii) at the expiration of each Client budget period occurring during the term of this Agreement or otherwise in event of non-appropriation by Client of funds for this agreement; or (iii) with or without cause upon thirty days prior written notice from Client to Contractor.
14. Amendment. The provisions of this Agreement may be amended or waived only upon the prior written consent of both parties.
15. Confidentiality.
 - a. Confidential Information. During the course the parties' collaboration, each party may have access to information belonging to the other that is not generally known to the public and that the owner treats as confidential, whether or not in written form ("**Confidential Information**"). Confidential Information includes, without limitation, concepts, ideas, designs, methodologies, techniques, data processing and computer programs, operations, and software; marketing plans; advertising and promotional programs; financial information; lists of actual and prospective customers and other customer information; personnel information and data; information about pricing policies, profit structure, and other business information; and any other information that concerns or relates to the parties or third parties. Confidential Information shall not include any information which: (i) is or later becomes publicly known

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through no wrongful act of a party; or (ii) may be disclosed as a result of a party's prior written consent to such disclosure.

- b. Non-Disclosure. The parties agree that it is in their mutual interest to protect their Confidential Information from unwanted disclosure to third parties. Therefore, at all times, the parties mutually promise and assure one another the following:
- i. The parties shall not copy, disclose to third parties, or use the Confidential Information for any purpose other than as contemplated under this Agreement.
 - ii. The parties shall protect the other party's Confidential Information with the same degree of care exercised to protect its own Confidential Information (but in any event, with no less than a reasonable degree of care) to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof.
 - iii. The parties shall limit access to Confidential Information to those third parties who have a need to know such information in connection with this Agreement and who are subject to written confidentiality and non-disclosure agreements with the party which protect the confidentiality of third-party information pursuant to terms, conditions, and restrictions no less restrictive than those terms, conditions and restrictions set forth herein.
 - iv. Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required by applicable law or a legal authority; provided, however, that the disclosing party will use reasonable efforts to notify the other party promptly of any such legal requirement and will cooperate with the non-disclosing party in its efforts to prohibit or limit such disclosure.
- c. Ownership and Licenses. Each party shall exclusively own all right, title and interest, including, without limitation, patents, copyrights and other proprietary rights, in and to all tangible or intangible properties (including, without limitation, concepts, ideas, designs, methodologies, techniques, software, technology, text, artwork and other information, and collectively referred to as the "**Instruments of Service**") created, discovered developed, authored, conceived, originated, produced or acquired by the party or in concert with anyone other than the other party in the scope of or in furtherance of the parties' collaboration. Contractor grants to Client an exclusive, irrevocable, transferrable and royalty free license to use Contractor's Instruments of Service developed of and relating to the Project, provided that Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. Contractor shall be responsible for obtaining similar exclusive, irrevocable, transferrable and royalty free licenses from Contractor's subcontractors, if any, consistent with this Agreement. The license granted under this Section 9 permits Client to authorize its Contractors and contractors to reproduce applicable portions of Contractor's Instruments of Service solely and exclusively for use in performing the Services or construction of the Project. Client is at its sole

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risk and liability if it modifies the Instruments of Services without Contractor's involvement.

- d. Return of Information. Upon the written request of either party, a party will return to the requesting party within ten days from the date the request is deemed given under this Agreement, all written and tangible material in its possession that incorporates any Confidential Information of the requesting party, relates to the requesting party's business or otherwise belongs to the requesting party, including all files, documents, manuscripts, forms, tapes, software, designs, manuals, lists, keys, business cards, credit cards, security cards, equipment and other materials used or developed by the requesting party or provided to the other by the requesting party during the course of their collaboration, and will not make or retain any copies or summaries thereof in any format.
 - e. Remedies. The parties understand and agree that a breach of this Section 9 by either of them will cause the other irreparable harm to the other party which will not be adequately compensated by monetary damages. Accordingly, in the event of a breach or threatened breach of this Section 9 by either party or by others acting with them or at their direction, the parties agree that the non-breaching party will be entitled to immediately seek and obtain a temporary restraining order and preliminary and permanent injunction against such acts of breach in addition to all other remedies available to the aggrieved party.
 - f. Survival. The provisions of this Section 9 shall survive the termination of this Agreement.
16. Waiver. Except where a specific period for action or inaction is provided herein, neither the failure nor any delay on the part of any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any waiver on the part of any party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.
17. Funding. This Agreement is conditional upon, subject to and contingent upon funding being available for the Project and Contractor shall have no cause of action against Client in the event that Client is unable to perform its obligation under this Agreement as a result of suspension, termination, withdrawal or failure of funding to Client. In the event the Client shall not obtain funding, this Agreement shall be terminated upon Client's written notice to Contractor of such termination. However, Client shall remain obligated to pay Contractor for all Services rendered prior to when such notice is deemed duly given.
18. Force Majeure. If, by reason of force majeure, the Client shall be rendered unable wholly or in part to carry out its obligations under the Contract, then the Client shall give notice and full particulars of force majeure in writing to the Contractor within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the Client, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and Client shall endeavor to remove or overcome such inability with all reasonable dispatch. The term force majeure as employed herein, shall mean acts of God, strikes, lockouts, or

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other industrial disturbance, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, land subsidence, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

19. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced as a result of any rule of law or public policy, all other terms and other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated by this Agreement are fulfilled to the greatest extent possible.
20. Entire Agreement. This Agreement constitutes the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by, between or among the parties, written or oral, to the extent that they relate in any way to the subject matter hereof.
21. Successors and Assigns. Neither Contractor nor Client may assign any of its rights, duties, or obligations under this Agreement without the prior written consent of the other party. Without limiting the foregoing, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, permitted assigns, heirs, executors and administrators of the parties hereto.
22. Representations and Warranties. Contractor represents and warrants to Client the following: (a) the performance of Contractor's obligations under this Agreement does not and will not violate any agreement to which Contractor is a party; and (b) Contractor's performance of its obligations under this Agreement does not and will not violate any other duty that Contractor may owe to a third party. Contractor warrants the goods and/or services furnished to be exactly as specified in the contract documents, free from defects in Contractor's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Contractor, to be in compliance with applicable law, to be merchantable and fit for the particular purpose, and with any services to be performed in a good and workmanlike manner. All applicable Uniform Commercial Code (UCC), warranties express and implied, are incorporated herein. The Contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of twelve (12) months following substantial completion upon written direction from the Client.
23. Notices. All notices, requests, demands, claims and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by facsimile or email (with written confirmation of transmission); the business day after it is sent, if sent for next day delivery to a domestic address by recognized overnight delivery service; and five business days after the date mailed

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by certified or registered mail, postage prepaid, if sent by certified or registered mail, return receipt requested. The respective addresses of the parties as of the date hereof are:

Client: El Paso Leadership Academy
Attn: Ms. Emily Levario, CFO
1918 Texas Avenue
El Paso, Texas 79901
Email: elvario@epleadershipacademy.org

Contractor: **CONTRACTOR HERE**
Attn: **NAME HERE**
ADDRESS HERE
CITY, STATE, ZIP HERE
Email: **EMAIL HERE**

Any party may change the address to which notices, requests, demands, claims, and other communications required or permitted hereunder are to be delivered by giving the other party notice in the manner herein set forth.

24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law provisions thereof.
25. Mutual Drafting. The parties shall be deemed to have participated jointly in the negotiation and drafting of this Agreement. Accordingly, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any of the provisions of this Agreement.
26. Interpretation. The headings and subheadings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties hereto and shall not in any way affect the meaning or interpretation of this Agreement. All references to days or months shall be deemed references to calendar days or months. Any reference to any federal, state, county, local or foreign statute or legal requirement shall be deemed also to refer to all rules and regulations promulgated thereunder, including any successor thereto, unless the context requires otherwise. Unless the context requires otherwise: (a) words (including defined terms) importing the singular number or plural number will include the plural number and singular number respectively; (b) words (including defined terms) importing the masculine gender will include the feminine and neuter genders and vice versa; (c) references to “include,” “includes,” and “including” will be deemed to be followed by the phrase “without limitation”; (d) references in this Agreement to “hereof,” “herein,” “hereto,” “herewith,” “hereby,” “hereunder” or any other words of similar import, will be deemed to refer to this Agreement as a whole, and not to any particular term or provision of this Agreement; (e) references to Articles and Sections refer to articles within this Agreement as a whole and sections within this Agreement as a whole; (f) references to “dollars” or “\$” means United States of America dollars; and (g) references to

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“written” or comparable expressions include a reference to facsimile or email transmission or comparable means of communication.

27. Indemnification. Each party agrees to indemnify, defend and hold harmless the other party hereto and (to the extent applicable) its officers, directors, managers, employees, agents, representatives, successors and assigns (each, an “**Indemnified Party**”) from and against each and every third party demand, claim, loss, liability, or damage of any kind, including reasonable attorneys’ fees, that any Indemnified Party may incur by reason of, or arising out of the indemnifying party’s: (a) breach of this Agreement or of any representation, warranty or covenant made herein by such indemnifying party; or (b) negligence or intentional misconduct.
28. Counterparts. This Agreement may be executed in multiple counterparts (including by means of telecopied or electronic signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument.
29. Delivery by Facsimile or Email. This Agreement, to the extent signed and delivered by means of facsimile or email with scan or facsimile attachment, shall be treated in all manner and respects as an original Agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party, each other party shall re-execute an original version of this Agreement and deliver it to the other parties. No party shall raise the use of a facsimile machine or email to deliver a signature or the fact that any Agreement was transmitted or communicated through the use of a facsimile machine or email as a defense to the formation or enforceability of this Agreement, or as an objection to the form evidencing the terms of this Agreement, and each party waives any such defense or objection.
30. Retention of Documents. Each party acknowledges and agrees that this Agreement may be retained in any form or medium a party desires, including electronic form or paper form (and a party is not required to maintain this Agreement in any particular form), and such form shall be treated in all manner and respects as an original of this Agreement and shall be considered to have the same binding legal effect as if it were an original signed version of this Agreement. No party shall raise the use of any such form or medium, or the fact that an original of this Agreement was not produced or retained, as a defense to the formation or enforceability of this Agreement, or as an objection to the form evidencing the terms of this Agreement, and each party waives any such defense or objection.
31. Legally Required Provisions.
 - a. Equal Employment Opportunity. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs,

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Equal Employment Opportunity, Department of Labor.” (EDGAR Compliance)

- b. Energy Policy and Conservation Act. When Client expends federal funds for any contract resulting from this procurement process, Contractor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. part 18). (EDGAR Compliance)
- c. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. (EDGAR Compliance)
- d. Certification of Applicability to Subcontractors. Contractor agrees that all such contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions. (EDGAR Compliance)
- e. Debarment and Suspension. (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (EDGAR Compliance)
- f. Termination per Federal Rules. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Pursuant to federal law, when the Client expends federal funds, the Client reserves the right to immediately terminate any Contract in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the Contract by Contractor in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates

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within the time specified in the procurement solicitation, Contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the Contract and/or the solicitation. The Client also reserves the right to terminate the Contract immediately, with written notice to Contractor, for convenience, the Client believes, in its sole discretion that it is in the best interest of the Client to do so. Contractors will be compensated for work performed and accepted and goods accepted by the Client as of the termination date if the Contract is terminated for convenience of the Client. Any award under this procurement process is not exclusive and the Client reserves the right to purchase goods and services from other Offerors when it is in Client's best interest. (EDGAR Compliance)

- g. Immunity. Offeror acknowledges that the Client meets the definition of a governmental unit of the State of Texas, and, as such, enjoys immunities from suit and liability provided by the constitution and laws of the State of Texas. By entering into the Contract, the Client does not waive in the Contract or by this solicitation any of its immunities from suit and/or liability or its rights under the Texas Tort Claims Act, except as specifically required by law.
- h. Senate Bill 9, Criminal History Record. As requested, Contractor and all of its employees and Contractor's sub-Contractor's employees must submit to the Client proof of a satisfactory criminal record check (CRC) of all individuals working on Client property through background checks conducted as required by Senate Bill 9 on the form provided and included in this solicitation. The information regarding the requirements for conducting a CRC is posted on The Texas Department of Public Safety's website, www.txdps.state.tx.us by clicking open "Crime Records" and reading "School District Guide to Senate Bill 9". All Contractors, Sub-Contractors, and their employees must submit to Client proof of a satisfactory criminal record history of all individuals working on charter property through background checks conducted as required by Senate Bill 9. It is the Contractors responsibility to notify the Client of any changes in personnel working on Client's property (i.e. termination, new hire, etc.).

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[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the day first above set forth.

CLIENT:

EL PASO LEADERSHIP ACADEMY

By: _____

Name: _____

Its: _____

CONTRACTOR:

TBD

By: _____

Name: _____

Its: _____