



CONTRACT FOR SUPPLIES/SERVICES		Page of Pages	
CONTRACT NO. 22-119		1	7
TCLAS Decision 11: High Quality Afterschool Programming			
1. PERIOD OF PERFORMANCE MARCH 1, 2022 – MAY 31, 2024			
2. BILLING/INVOICING Crowley ISD ATTN: Kimberly Sherfield 512 Peach Street Crowley, TX 76036 Kimberly.sherfield@crowley.k12.tx.us		3. SELLER/SUPPLIER (Name, Address, and Phone) Westat, Inc. 1600 Research Blvd. Rockville, MD 20850-3195 (301) 251-1500	
4. SHIP TO (Name, Address and Phone) Crowley ISD ATTN: Kimberly Sherfield 512 Peach Street Crowley, TX 76036 Kimberly.sherfield@crowley.k12.tx.us		5. TERMS AND CONDITIONS This Purchase Order shall be governed by the General Terms and Conditions on pages 2 through 4 and the Statements of Work.	

6. See Attachment A for full description of supplies/services.)				
ITEM NO. (a)	SUPPLIES/ SERVICES (b)	SCHEDULE (c)		AMOUNT (d)
	For work as stated in <u>Attachments A, B & C, Statement of Work</u>	<u>Payment Schedule</u> Per completion of the deliverables in Attachments A, B & C:		
			Total	\$150,000
SELLER ACCEPTANCE Accepted By: _____ (Signature) _____ (Name) _____ (Title) _____ (Date)			BUYER _____ Date: _____ Crowley ISD 512 Peach Street Crowley, TX 76036	

Purchase Order
General Terms and Conditions

B. In the event of a termination of this Order or a portion thereof, Buyer shall be liable to Seller for the contracted price for the goods delivered and accepted by Buyer or the applicable charges under this Order for services authorized by Buyer and actually performed by Seller in accordance with this Order up to the effective date of termination. UNDERSTANDING FULLY THE RISK THAT ALL OR A PORTION OF THIS ORDER MAY BE TERMINATED AT ANY TIME FOR ANY REASON OR FOR NO REASON WHATSOEVER, Seller agrees that in the event of such termination, Buyer shall not under any circumstances be liable by reason of such termination, for damages or otherwise, including the loss of present or prospective commissions or lost profits, or for expenditures, investments, opportunities long gone, or for the inability to fulfill customer Orders or otherwise. Seller shall submit its termination settlement proposal within 90 days of the date of the written notice of termination.

C. The rights and remedies of Buyer in this clause are in addition to any other rights and remedies provided by law or under this Order.

5. TERMINATION FOR CAUSE:

A. Upon the occurrence of any of the following enumerated circumstances, Buyer may terminate this Order, effective upon receipt by Seller of Buyer's written notice of termination.

1. Seller is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors; or,
2. Seller voluntarily or involuntarily undertakes to dissolve or wind up its affairs; or,
3. Seller fails to perform any material provisions of this Order; or,
4. Seller (a) fails to perform its effort within the time specified or (b) fails to make progress so as to endanger the performance of the Order.

Buyer's right to terminate this Order under A.4.(b) of this clause may be exercised only if Buyer first notifies Seller of such failure to make progress and Seller does not cure this failure within seven (7) days. If for any reason such circumstances are found not to exist, and Buyer so elects, termination shall nevertheless be effective thirty (30) days from the date of receipt by Seller of Buyer's written notice of termination pursuant to Clause 4, Termination for Convenience.

B. In the event that this Order thereunder is terminated for cause pursuant to this clause, paragraph A, then Buyer shall not be liable for any work that is not performed in accordance with this Order. Buyer will pay Seller for work that has been performed and accepted in accordance with this Order, and Seller shall transfer to Buyer all work that has been completed, accepted, and paid for under this Order. In addition, Buyer may acquire work similar to the work terminated, under this Order, from another source to fulfill the requirements of this Order and Seller shall be liable for any excess costs for this similar work.

C. The rights and remedies of Buyer in this clause are in addition to any other rights and remedies provided by law or under this Order.

6. INDEMNIFICATION:

A. In the event any act or omission of a party or its officers, employees, servants, agents, representatives, or affiliates arising from the performance of this Order causes or results in (i) loss, damage to, or destruction of, real or tangible property, or death or injury to persons; or (ii) in the event there is an allegation, claim, liability, or damage based on the alleged or actual infringement of any U.S. patent or copyright by products provided by the party under this Order, then such party shall indemnify, defend, and hold the other party harmless from and against any and all claims, demands, actions, suits, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, resulting therefrom. The indemnifying party shall pay or reimburse the other party for all such cost, expense, loss, damage, destruction, death, or injury. A party's obligation to so defend, indemnify, and hold harmless the other is contingent upon the party's compliance with Paragraph B below.

B. Each party shall promptly notify the other party of any claim, demand, action, or suit of which the other party becomes aware or should have been aware of that may give rise to a right of defense or indemnification pursuant to this clause ("Claim"). Notice of any Claim which is a legal proceeding, by suit or otherwise, must be provided to the indemnifying party within ten (10) days of any service on the indemnified party relating to such proceeding. Notice shall include an offer to tender the defense of the Claim to the indemnifying party. The indemnifying party, if it accepts such tender, shall be entitled to take over sole control of the defense of the Claim. That control shall include the right to take any and all actions necessary to completely and finally resolve the Claim by settlement or compromise. In the event the indemnifying party assumes control of the defense, the indemnified party may participate in the claim, demand, action, or suit at its own expense.

C. Upon acceptance of tender, the indemnified party shall reasonably cooperate with the indemnifying party with respect to such defense and settlement. All settlements shall be made by or with the indemnifying party's consent, which shall not be unreasonably withheld or delayed. If the indemnifying party does not consent to the settlement, and the indemnified party settles without the required consent, then the settling party shall be

Purchase Order
General Terms and Conditions

Statement of Work Attachment A

As a TEA-approved provider, Westat and RFL will provide support as requested and as aligned to the TCLAS 11 timeline. Exhibit 1 describes the overall tasks with dates and concludes with an overall estimated cost. Within each task, Westat and RFL will tailor the individual activities to the specific needs each program. The budgeted cost is an estimate as TCLAS 11 vendors are not privy to the specific technical assistance award and is a negotiable estimate. This proposal for services outlined below is based on a full grant period of performance of 5 months from March 1, 2022, to August 31, 2022.

Tasks	Dates	Cost
Facilitate weekly Design and Implementation meetings (planning, agenda, minutes)	March 2022 – Aug 2022	\$8,500
Facilitate weekly Academics and Enrichment meeting (planning, agenda, minutes)	March 2022 – Aug 2022	\$2,500
Facilitate weekly Operations Subcommittee meetings (planning, agenda, minutes)	March 2022 – Aug 2022	\$2,500
Assist with preparation of TEA required submissions and supporting documentation and internal planning documents	March 2022 – August 2022	\$2,500
Meet with individual campuses (1 observation visit per campus per term)	March 2022 – August 2022	\$6,500
Collect stakeholder (parent, teacher, student, community member) input (surveys, interviews, focus groups), analyze and report	March 2022 – August 2022	\$4,500
Develop stakeholder engagement and communications plan	March 2022 – August 2022	\$2,500
Program technical assistance and progress monitoring	March 2022 – August 2022	\$6,500
Travel (observation visits & stakeholder meetings)	March 2022 – August 2022	\$6,500
Project management	March 2022 – August 2022	\$7,500
TOTAL		\$50,000

Statement of Work Attachment C

As a TEA-approved provider, Westat and RFL will provide support as requested and as aligned to the TCLAS 11 timeline. Exhibit 1 describes the overall tasks with dates and concludes with an overall estimated cost. Within each task, Westat and RFL will tailor the individual activities to the specific needs each program. The budgeted cost is an estimate as TCLAS 11 vendors are not privy to the specific technical assistance award and is a negotiable estimate. This proposal for services outlined below is based on a full grant period of performance of 9 months from September 1, 2023, to May 31, 2024.

Exhibit 1. Scope of Work		
Tasks	Dates	Cost
Facilitate weekly Design and Implementation meetings (planning, agenda, minutes)	September 2023 – May 2024	\$8,500
Facilitate weekly Academics and Enrichment meeting (planning, agenda, minutes)	September 2023 – May 2024	\$2,500
Facilitate weekly Operations Subcommittee meetings (planning, agenda, minutes)	September 2023 – May 2024	\$2,500
Assist with preparation of TEA required submissions and supporting documentation and internal planning documents	September 2023 – May 2024	\$2,500
Meet with individual campuses (1 observation visit per campus per term)	September 2023 – May 2024	\$6,500
Collect stakeholder (parent, teacher, student, community member) input (surveys, interviews, focus groups), analyze and report	September 2023 – May 2024	\$4,500
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TOTAL		\$50,000