

GENERAL TERMS AND CONDITIONS

1. Merchandise or material furnished under this order remains the property of the Vendor / Contractor until received and inspected by an official of the Lewisville Independent School District.
2. The Vendor / Contractor, in accepting this Purchase Order, hereby warrants the Merchandise / services and workmanship to be delivered or furnished under this Purchase order to be in all respects in accordance with the bids and / or bid Specifications and /or drawings and plans (if furnished or approved by contractor) and / or vendor's sample and / or vendor's catalog description, Whichever is applicable and agrees that this warranty shall survive acceptance of the merchandise and / or services by the Lewisville Independent School District.
3. All packages or containers of shipments by common carrier(s) of merchandise supplied under this purchase order shall either (a) be labeled with the purchase order number of this order or (b) contain a packing slip which shows purchase order number for this purchase order.
4. No change in prices, specifications, shipping instructions or other conditions of this purchase order will be valid until authorized or approved by an official of the Lewisville Independent School District Procurement and Contracts Department.
5. No charge for packing, crating, containers, insurance, or inspection will be made unless provided for in the body of this order.
6. It is agreed that all goods furnished under this order will comply with all Federal and State laws and regulations pertaining thereto.
7. The Lewisville Independent School District will not pay disputed interest on bills overdue per 2251.042 of the Government Code.
8. Neither party shall be liable for its failure to fulfill or perform any term or condition of this contract if such fulfillment or performance is made illegal, impossible, or impracticable due to reasons of fire, strike, war, insurrection, riot, labor disputes, government restrictions, order of court, judge, or civil authority, national, state, or local emergency, acts of God, epidemic, pandemic, quarantine, restriction of social gatherings, extreme weather, flood, storm, terrorism, invasion, or other similar or dissimilar cause beyond a party's reasonable control (collectively, "force majeure event"), provided that the non-performing party shall provide notification of such inability to fulfill or perform any contractual term or condition to the other party as soon as reasonably possible after the occurrence of such force majeure event. In the event of such an occurrence, the time for performance of any contractual term or condition shall be (1) suspended, upon mutual agreement of both parties, until such time as the force majeure event is removed or (2) terminated at either party's election. If either party desires to terminate the contract, all paid deposits or advance payments, if applicable, for services not yet performed or products not yet received shall be fully refunded upon demand.
9. No C. O. D. shipments will be permitted.
10. The Lewisville Independent School District is exempt from Federal excise taxes and state sales tax.

NOTICE: STATE SALES TAX EXEMPTION CERTIFICATE: The signed claims an Exemption from taxes under Chapter 20, Title 122A. Revised Civil Statutes of Texas for Purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed, as this property is being secured for the exclusive use of the Lewisville Independent School District.

TAX EXEMPT: TEXAS STATE SALES TAX PERMIT NO. 1-75-6001955-0

****PAYMENT will be made upon completion of order net 30 from invoice received****

LEWISVILLE INDEPENDENT SCHOOL DISTRICT VENDOR INSURANCE REQUIREMENTS

All vendors providing goods or services to Lewisville ISD (LISD) are required to provide proof of insurance. The required coverages are based on the scope of services within the contract and/or agreement.

A certificate of insurance meeting all requirements must be provided and approved prior to start of work/delivery of goods. Please review this document closely to determine your minimum requirements.

Lewisville ISD reserves the right to require complete, certified copies of all required insurance policies at any time. Neither the approval by Lewisville ISD of any insurance certificate supplied nor the failure to disapprove that insurance, shall relieve the Vendor from full responsibility.

Commercial General Liability		\$1,000,000 Per Occurrence/\$2,000,000 Aggregate
Automobile Liability including all owned, hired, and non-owned vehicles		\$1,000,000 Bodily Injury and Property Damage Combined Single Limit
Workers' Compensation		Statutory Limits
Employers' Liability		\$1,000,000/\$1,000,000/\$1,000,000
Professional Liability		\$1,000,000 Per Claim/Wrongful Act
Cyber & Data Breach		\$1,000,000 for all required coverages, to include Privacy & Security Liability; Breach Response; Cyber Extortion; PCI Fines & Penalties
Sexual Misconduct		\$1,000,000 Per Occurrence/\$1,000,000 Aggregate
Crime		\$1,000,000 Per Occurrence
Umbrella or Excess Liability		Follow Form of Underlying Policy
Lewisville ISD as Additional Insured		Required All Policies
Lewisville ISD as Certificate Holder		Required All Policies
Waiver of Subrogation		Required All Policies
Primary & Non-Contributory		Required All Policies
30 Day Notice of Policy Change (suspended, voided, canceled, non-renewed or reduced)		Required All Policies
Endorsements		Required All Policies. Attach to Certificate.

Items 1- 4 below are minimum requirements that apply to ALL vendors. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor.

The insurance requirements, as listed within this document also apply to any sub-contractor(s) in the event that any work is sublet. Without limiting any of the other obligations or liabilities of the Vendor, the Vendor shall require each subcontractor of every tier performing work under the Contract, at the subcontractor's own expense, to maintain during the term of the engagement of such subcontractor the types and limits of insurance set forth above that are appropriate with the work being performed. All subcontractors' liability insurance shall name the Vendor as an additional insured.

LEWISVILLE INDEPENDENT SCHOOL DISTRICT VENDOR INSURANCE REQUIREMENTS

1. GENERAL REQUIREMENTS APPLICABLE TO ALL POLICIES

All Certificates of Insurance shall be prepared, signed, and executed by the insurance company or its authorized agent, and shall contain provisions warranting the following:

- a. Vendor name as listed on Lewisville ISD Proposal/Agreement shall be listed as the Insured (including DBA).
- b. Sets forth all endorsement and insurance coverage according to requirements and instructions contained herein. Endorsements affecting coverage required shall be furnished with the certificates of insurance.
- c. Insurance shall be written by a carrier with an A-: VII or better rating in accordance with current A.M. Best Key Rating Guide; or written by an associational trust approved by LISD.
- d. All liability coverages must be on an occurrence basis, apart from professional liability and cyber, which can be issued on a claims-made form. All claims-made coverages must be maintained for a minimum of 3-years after the completion of any contract or agreement.
- e. Lewisville ISD must be named as an **Additional Insured and the Certificate Holder**.
- f. A reference to the project name, project number or RFP number must be included in the description of operations area.
- g. **Primary & Non-Contributory:** All policies must be primary over any other valid and collectible insurance carried by Lewisville ISD.
- h. **Waiver of Subrogation:** The Vendor shall agree to waive all right of subrogation against Lewisville Independent School District ("LISD" or the "District"), its officials, employees, and volunteers for losses arising from work performed by Vendor for the District.
- i. THE VENDOR SHALL HOLD THE DISTRICT HARMLESS FROM AND INDEMNIFY IT AGAINST ALL LIABILITY, INCLUDING ATTORNEY'S FEES, WHICH MAY ARISE FROM AND ACCRUE DIRECTLY FROM THE PERFORMANCE OF THE WORK OR ANY OBLIGATION OF VENDOR OR FAILURE OF VENDOR TO PERFORM ANY WORK OR OBLIGATION PROVIDED FOR IN THIS AGREEMENT.
- j. **30 Day Notice of Policy Change:** Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to LISD.
- k. **NOTICES:** All notices pertaining to Vendor insurance shall be given to Lewisville ISD at the following address:

Lewisville Independent School District
Administrative Center
Attn: Procurement and Contracts Room 220
1565 W. Main St.
Lewisville, TX 75067

2. COMMERCIAL GENERAL LIABILITY INSURANCE

- a. Minimum Limits of \$1,000,000 per Occurrence with an annual Aggregate of \$2,000,000 for Bodily Injury, Personal Injury and Property Damage.
- b. Coverage shall include premises/operations, product/completed operations hazards, and personal/advertising injury.
- c. The ISO Commercial General Liability Policy form ("Occurrence" form CG 0001, Ed. 2007) or broader. Any applicable exclusions, changes or limitations of coverage must be submitted to Lewisville ISD and must be approved by Lewisville ISD.
- d. Coverage for Environmental Liability must be included for any Vendor providing or working with materials considered to be pollutants or pose an environmental risk.

LEWISVILLE INDEPENDENT SCHOOL DISTRICT VENDOR INSURANCE REQUIREMENTS

3. AUTOMOBILE LIABILITY

- a. On Owned, Hired, and Non-owned motor vehicles used on the site or in connection there with, a minimum Combined Single Limit of \$1,000,000 each Accident for Bodily Injury and Property Damage, to include Uninsured/Underinsured Motorist coverage.
- b. Coverage for Environmental Liability must be included for any Vendor hauling fuel products or other products that pose an environmental risk.

4. WORKERS' COMPENSATION INSURANCE

- a. Statutory Limits
- b. Minimum **Employer's Liability** limits of: By Accident -- \$1,000,000 each accident; By Disease--\$1,000,000 each Employee and Policy limits.
- c. "Texas," must appear in Item 3A of the declarations page or Item 3C must contain the following: "All states except those listed in Item 3A and the state of NV, ND, OH, WA, WV, and WY."
- d. Vendors that are sole-proprietors or that have no employees may submit workers' compensation insurance deviations on the Lewisville ISD Vendor Insurance Acknowledgment Form.

5. PROFESSIONAL LIABILITY

- a. Required from all vendors providing **professional or consulting services**; e.g., engineers, architects, insurance agents, physicians, attorneys, teachers, etc.
- b. Minimum Limits of \$1,000,000 per claim/wrongful act

6. CYBER & DATA BREACH

- a. Required from all vendors that have access to the LISD network, are providing **software products, or have access to or collect any District or student personally identifiable information**.
- b. Minimum Limits of \$1,000,000 for all required coverages
- c. Policy to include Privacy & Security Liability; Breach Response; Cyber Extortion; PCI Fines & Penalties

7. SEXUAL MISCONDUCT

- a. **Required if District students or employees are present during contract performance** (including virtually).
- b. Minimum Limits of \$1,000,000 per Occurrence and annual Aggregate.

8. CRIME

- a. Required from all vendors working in or on District property without supervision, or when transporting money or securities on the District's behalf.
- b. Minimum Limits of \$1,000,000 per Occurrence
- c. Policy to include employee Dishonesty and Theft, including protection for the District from loss of district funds or property.

9. UMBRELLA OR EXCESS LIABILITY

- a. Required from all vendors performing high risk operations as designated by LISD
- b. Coverage shall follow form of underlying Commercial General Liability, Employers Liability, and Automobile Liability policies.