



1. By submitting a proposal, the vendor expressly agrees to waive any claim it has or may have against the district, its directors, officers, its trustees, and/or agents arising out of or in connection with (1) the administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award, if any.
2. Electronic bids are to be submitted in the Lewisville ISD online procurement system unless otherwise specified in the bid document. Forms are provided for download to be completed and then attached to the bid document. Manual bids shall be completed on the forms provided. All prices must be typed or written in ink. Bids written in pencil will not be accepted. Each manual bid shall be placed in a separate envelope, sealed and properly identified with the bid title and the time and date to be opened as shown in the "Notice to Bidders". Please note that the words "proposal" and "bid" may be used interchangeably throughout this packet but shall have the same meaning. The words "bidder" and "vendor" may also be used interchangeably.
3. Electronic bids and manual bids must be received in the Lewisville Independent School District Procurement & Contracts Department office before the hour and date specified. **DO NOT FAX OR EMAIL YOUR BID!** The Lewisville Independent School District may also be referred to herein as Lewisville ISD, LISD, District or School District.

If due to inclement weather, natural disaster, or for any other cause the District office location where bids/proposals are to be submitted is closed on the due date, the deadline for submission shall automatically be extended until the next District business day on which the office is open, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

4. The District is exempt from Federal Excise Tax State and City Sales Tax. Do not include Federal Excise Tax, State or City Sales Tax in your bid totals. If it is determined that tax was included in the bid, it will not be included in the tabulation or any awards. LISD will furnish the tax exemption certificate, if required.
5. Lewisville Independent School District reserves the right to accept or reject any or all proposals, accept or reject any part of any bid, waive minor technicalities and to accept the bid or bids that are determined to be the best value for the District.

6. If bidder is awarded a contract, the District shall have the right to terminate for default all or any part of the contract if bidder breaches any of the terms herein or if the bidder becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the District may have under contract or in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance. The District has the right to terminate this contract for convenience, without penalty, if the District fails to appropriate funds or provide for an annual renewal of a contract, following delivery of notice to the bidder specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.
7. All products and services being bid must conform to all appropriate local, state, and federal laws, ordinances, and regulations as well as LISD Board policies.
8. IT IS TO BE UNDERSTOOD THAT THE BIDDER, IF AWARDED AN ORDER OR CONTRACT, AGREES TO PROTECT, DEFEND, AND HOLD HARMLESS THE LEWISVILLE INDEPENDENT SCHOOL DISTRICT AND ITS OFFICIALS AND EMPLOYEES FROM ANY SUITS OR DEMANDS FOR PAYMENT THAT MAY BE BROUGHT AGAINST LEWISVILLE INDEPENDENT SCHOOL DISTRICT AND ITS OFFICIALS AND EMPLOYEES FOR THE USE OF ANY PATENTED MATERIAL, PROCESS, ARTICLE, OR DEVICE THAT MAY ENTER INTO THE MANUFACTURE AND/OR CONSTRUCTION OR FROM A PART OF THE WORK COVERED BY EITHER ORDER OR CONTRACT AND, BIDDER FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE LEWISVILLE INDEPENDENT SCHOOL DISTRICT AND ITS OFFICIALS AND EMPLOYEES FROM SUITS OR ACTIONS OF EVERY NATURE AND DESCRIPTION BROUGHT AGAINST IT FOR, OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PARTY OR PARTIES BY, OR FOR ANY OF THE ACTS OF THE BIDDER, HIS EMPLOYEES, SERVANTS OR AGENTS. REV 2025
9. Contact between bidders and LISD personnel or officials during the proposal process or evaluation process is prohibited. Any attempt by bidders during the proposal process to contact LISD personnel or officials may result in disqualification. All communications shall go through the LISD Procurement & Contracts Department during this competitive process.
10. Any contract awarded will be done in the best interest of Lewisville Independent School District.

11. Any and all protests regarding LISD bidding procedures will be governed by the "Lewisville Independent School District Procedure for Protests."
12. The Lewisville Independent School District shall not be liable for non-funding of a contract.
13. All bidders must execute the appropriate forms included with the bid for this bid to be considered. The name of the company representative on these forms should be the same, and must be an individual in a position with actual authority to bind the company submitting the bid.
14. Bid results and recommendations will be presented to the Lewisville Independent School District Board of Trustees for approval at the earliest reasonable opportunity following the bid/proposal opening if anticipated expenditures exceed \$50,000 or greater.
15. It is the policy of the Lewisville Independent School District not to discriminate on the basis of sex, disability, race, color, or national origin in its educational programs and/or activities, nor in its employment practices.
16. The bidder shall not sell, assign, transfer, or convey any contract resulting from this proposal, in whole or part, without prior written consent from the District. Any such consent shall not relieve the bidder of liability in the event of default by the assignee.
17. Awarded contracts may or may not be exclusive and may be awarded to multiple bidders. The District may also issue multiple bids or requests for proposals at a later date in order to seek additional bidders for the same time period, in the best interest of the District. If needed, the District may also utilize federal and state contracts, interlocal cooperative contracts or any legal procurement method to procure the same or similar products and services.
18. **CERTIFICATION:** By signing this proposal the bidder certifies and warrants that:
  - a. The bidder has not paid, or agreed to pay, any person or entity, other than bidder's bona fide employees, a fee, percentage, commission or brokerage resulting from the award of any contract resulting from this bid. For breach or violation of this warranty, LISD shall have the right in addition to any other right or rights to cancel a resulting contract without liability and to deduct or otherwise recover the full amount of such fee, percentage, commission or brokerage.

B. The prices in this bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices, with any other bidder or potential bidder.

19. **ERRORS OR OMISSIONS:** The District is not responsible for any bidder's errors or omissions.

20. **CONFIDENTIAL INFORMATION:** If a bidder believes that a bid, proposal, offer, or specification contains information that should be withheld from public disclosure, a conspicuous statement advising LISD of the alleged confidentiality must be attached and provide detailed information on each and every page believed to contain confidential information. The District is bound by the Texas Public Information Act and shall in no event be liable to any bidder for release of information in accordance with the Texas Public Information Act.

21. **ADDENDUM:** In the event that any changes to this Bid Document occur subsequent to the posting or other delivery of the original Bid Document, the changes or corrections will be made by addendum. **It is your responsibility to obtain any addenda that pertains to this Bid Document.** LISD is no longer mailing the specifications or addenda.

22. Prices bid should be F.O.B. destination, inside delivery. All freight charges must be included in your bid pricing. If otherwise, state on Deviation/Compliance Signature form.

23. Delivery shall be made during normal school hours unless prior approval has been obtained from authorized District personnel.

24. All products bid must be new, unused, and in first-class condition, packaged in containers suitable for shipment and storage. If otherwise, state on Deviation/Compliance Signature form.

All electrical items must meet all applicable OSHA standards and regulations, and must bear the appropriate listing from US, FMRC, NEMA, or U L Laboratories.

Materials Safety Data Sheets (MSDS) on chemicals or any other products customarily requiring MSDS Sheets must be provided for each ordering department. MSDS Sheets must be delivered along with the shipment within the contract period. Additional MSDS Sheets must be provided in a timely manner at no charge upon request to the District

25. Installation: The successful bidder shall provide the following services on the products bid at no additional cost to the District. If otherwise, state on Deviation/Compliance Signature form.

- a. Provide transportation of items to the facility.
- b. Place the items in the proper location within the facility.
- c. Uncrate and completely assemble (if otherwise, state on Deviation/Compliance Signature form).
- d. Provide adjustment by a trained installation mechanic.
- e. Remove all debris from site.

26. Any catalog, brand name, or manufacturer's reference used in the bid is descriptive and not restrictive and is intended to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, bid must show manufacturer, brand, model, etc. of product being offered. If other than brand(s) specified is offered, complete descriptive information of each article being bid should be included with the bid. If bidder takes no exception to the specification of referenced data, he will be required to furnish brand names, models, etc. as specified.

27. Samples, when requested, must be furnished at no cost to the District. Each sample, when requested, should be clearly marked with bidder's name and item number on the bid. **DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.**

28. The District reserves the right to purchase or lease-purchase additional articles as listed on this bid subject to verification of the same or lower prices and conditions on bid.

29. CONTRACT AND PURCHASE ORDERS: Submitting a response to this Bid Document is an offer by bidder to contract with the Lewisville Independent School District based upon the Terms and Conditions and other information contained in this Bid Document. A proposal or bid does not become a contract with LISD unless and until the offer is accepted by the LISD (including approval by the LISD Board of Trustees if necessary) through (a) an Award Letter/Email sent to the bidder and put into effect by the issuance of a LISD Purchase Order(s) signed by an authorized representative of the LISD Procurement & Contracts Department; or (b) execution of a separate contract after acceptance by the LISD (including approval by the LISD Board of Trustees if necessary). If LISD and bidder enter into a contract by one of the methods discussed above, the following terms and conditions shall apply. If LISD and bidder do not enter into a contract as discussed above, these following terms and conditions shall not apply.

This contract shall collectively include (1) a separate written contract, if applicable, (2) the Terms and Conditions and the Specifications included in the proposal and any subsequent addenda thereto, (3) the bidder's signed proposal and any other information included with the proposal, (4) the bidder's Award Letter/Email, if applicable, (5) and any additional terms, conditions, or instructions contained in each individual Purchase Order, if applicable. The contract shall be interpreted by and governed under the law of the State of Texas and venue for any disputes shall be in Denton County.

30. CONTRACT MODIFICATION: No modification of this contract shall bind LISD unless a written contract amendment is executed by LISD and the bidder.

31. If applicable, pricing and service modifications may be required in contract renewals to best fit the needs of LISD.

32. PACKING AND SHIPPING: (If applicable) vendor shall be responsible for industry standard packing which conforms to requirements of carrier's tariffs and ICC regulations. Containers must be clearly marked as to the 3 purchase order number. All shipments are to be F.O.B. destination, freight prepaid, to Lewisville Independent School District at the specific address on the purchase order. Delivery shall be made during normal working hours only, 8:00am to 3:00pm, unless approval for late delivery has been obtained.

33. NO REPLACEMENT OF DEFECTIVE TENDER: (If applicable) every tender of goods must fully comply with all the provisions of this contract as to time of delivery, quantity, assortment, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and vendor shall not have the right to substitute a conforming tender.

34. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH: (If applicable) each installment or lot of this contract is dependent on every other installment or lot and delivery of non-conforming goods/services or a default of any nature under one installment or lot will impair the value of the whole contract and constitutes a breach of the contract as a whole.

35. GRATUITIES: LISD may, by written notice to the bidder, cancel this contract without liability to LISD if it is determined by LISD that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the bidder, or any agent, or representative of the bidder, to any officer or employee of the Lewisville Independent School District with a view toward securing a contract or an order or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such a contract or order. In the event this contract is canceled by LISD

pursuant to this provision, LISD shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurrent by the bidder in providing such gratuities.

36. WARRANTIES: (If applicable) vendor warrants that all goods delivered under this contract will conform to the requirements of this contract (including all applicable descriptions, specifications, drawings, and samples), and will be free from defects in design and fit for the intended purposes. Any inspection or acceptance of the goods by buyer shall not alter or affect the obligations of vendor or the right of buyer under the foregoing warranties.

37. ASSIGNMENT-DELEGATION: No right or interest in this contract shall be assigned by bidder without the written permission of LISD, and no delegation of any duty of bidder shall be made without written permission of LISD. Any attempted assignment or delegation by bidder shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

38. ASSIGNMENT-CLAIMS: Bidder and the Lewisville Independent School District recognize that in actual economic practice overcharges resulting from anti-trust violations are borne by LISD. Therefore, bidder hereby assigns to the District the right to pursue any and all claims for such overcharges. ADVERTISING: If awarded the contract, bidder shall not advertise or publish, without LISD's prior written consent, the fact that LISD has entered into this contract, except to the extent necessary to comply with proper requests for information as required by law.

39. ADVERTISING: If awarded the contract, bidder shall not advertise or publish, without LISD's prior written consent, the fact that LISD has entered into this contract, except to the extent necessary to comply with proper requests for information as required by law.

40. TITLE AND RISK OF LOSS: (If applicable) the title and risk of loss of the goods shall not pass to the District until the District actually receives the goods at the point of delivery.

41. INSPECTION: (If applicable) all goods are subject to final inspection and acceptable by the District. Products/services failing to meet the requirements of this contract will be held at vendor's risk and may be returned to vendor. If so returned, the cost of transportation, unpacking, inspection, repackaging, reshipping, or other like expenses are the responsibility of the vendor.

42. LIENS: All goods delivered and labor performed under this contract shall be free of all liens, and if the District requests, a formal release of all liens will be delivered to the District.

43. INDEMNIFY: BIDDER AGREES TO INDEMNIFY AND HOLD THE DISTRICT HARMLESS FROM ANY DAMAGE OR EXPENSE WHATSOEVER RESULTING TO THE DISTRICT FROM ANY AND ALL CLAIMS AND DEMANDS ON ACCOUNT OF INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT IN CONNECTION WITH THE MANUFACTURE OF USE OF ANY PRODUCT INCLUDED IN THIS CONTRACT. UPON WRITTEN REQUESTS VENDOR WILL DEFEND, AT ITS OWN COST AND EXPENSE, ANY LEGAL ACTION OR SUIT AGAINST THE DISTRICT INVOLVING ANY SUCH ALLEGED PATENT INFRINGEMENT, AND WILL PAY AND SATISFY ANY AND ALL JUDGEMENTS OR DECREES RENDERED IN ANY SUCH LEGAL ACTIONS OR SUITS. BIDDER WILL INDEMNIFY LEWISVILLE INDEPENDENT SCHOOL DISTRICT AGAINST ALL CLAIMS FOR DAMAGES TO PERSONS OR PROPERTY RESULTING FROM DEFECTS IN MATERIALS OR WORKMANSHIP.

44. REMEDIES AND APPLICABLE LAWS: This contract shall be governed by Lewisville Independent School District policies and LISD and bidder shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this contract or in statutes pertaining specifically to the State or School District. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract. This contract shall be governed by the laws of the State of Texas, and disputes pertaining to this contract may be brought only in the courts of the State of Texas in Denton County..

45. CONFLICT OF INTEREST: This contract is subject to cancellation by LISD if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Lewisville Independent School District, is at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

46. FORCE MAJEURE: 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.

47. RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give a written assurance of his/her intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

48. INTERPRETATION-PAROLE EVIDENCE: This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

49. COMPLIANCE OF LAWS: The final contract must be in compliance with all federal laws and Texas laws and regulations and is subject to termination by the Lewisville Independent School District, including termination for non-availability of funding and for prepayment, without penalty.

50. CHOICE OF LAW: The parties hereby agree that this contract was negotiated, made and entered into in the State of Texas and under the laws of the State of Texas.

51. INFRINGEMENT: Bidder agrees to protect and defend Lewisville Independent School District from claims involving infringement.

52. SPECIFICATIONS: Specifications define the minimum acceptable standard.

53. REMEDIES FOR NON-PERFORMANCE OF CONTRACT AND TERMINATION OF CONTRACT FOR CAUSE: If the bidder cannot comply with the terms and conditions in fulfilling its contract as anticipated, the bidder must supply the same products or services contracted from other sources at the contract price. The bidder's refusal or delay in satisfying this provision will constitute a material breach of contract, whereupon the LISD may terminate the contract for cause as provided herein.

If any delay or failure of performance is caused by a Force Majeure event as described in Section 46 of these Terms and Conditions, the LISD may, in its sole discretion, terminate this contract in whole or part. 5 Except as otherwise provided herein, this contract may be terminated for cause in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination for cause may be implemented unless and until the other party is given (1) at least ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate for cause, and (2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to such termination.

Valid causes for termination of this contract will include, but are not limited to:

- (a) The bidder's failure to adhere to any of the provisions of the Terms and Conditions contained in this proposal.
- (b) The bidder delivering any product(s) that fails to meet the Specifications relating to the awarded product(s).
- (c) The bidder delivering any substitution(s) of product(s) different than those originally bid and awarded without the prior written approval of LISD.
- d) Bidder's noncompliance with any additional terms, conditions, or instructions contained in a separate contract or contained in any individual Purchase Order issued by the LISD.

54. ORDER OF PRECEDENCE: In the event of conflict between documents, the following order of precedence shall prevail:

- 1) The constitution, statutes, and laws of the State of Texas
- 2) LISD issued additional signed addendums/agreements signed by both parties and pursuant to the proposal
- 3) LISD's purchase order
- 4) The proposal request
- 5) Vendor's attribute and line item responses to the proposal request
- 6) All attachments provided by LISD in the proposal request or any additional references by LISD
- 7) Vendor's response to this proposal request

8) All additional attachments to the proposal response by the responding Vendor. The proposal or any resulting agreement may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party. Lewisville ISD Board Policy dictates the authorized representative for Lewisville ISD.

55. EXTENSION/TERMINATION CLAUSE: This contract shall be as listed in the Bid Notes and/or Length of Contract paragraph, provided however, at the sole option of the District, upon the District giving bidder written notice of the intention to renew not later than the expiration of the then current term, provided that at the time the District gives written notice of renewal the bidder is not in default and the contract has not been terminated.

If the bidder does not intend to renew the contract, bidder shall provide the District with written notice via certified mail (return receipt requested) at least one-hundred twenty (120) days prior to the expiration of the then current term.

Negotiations for additional terms and price restructuring shall be completed no later than thirty (30) days prior to renewal date unless approved by the District. Price negotiations may be negotiated to prices below the current prices.

56. TERMINATION FOR CAUSE OR CONVENIENCE: Lewisville ISD may terminate or cancel any Purchase Order or agreement at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If a purchase order or Agreement is terminated in accordance with this Paragraph, LISD shall only be required to pay the Vendor for goods or services delivered to LISD prior to the termination and not otherwise returned following Vendor's return policy. If LISD has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

57. NON-APPROPRIATIONS CLAUSE: Texas Government Code § 271.903 prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. A governmental entity (a) reserves the right to rescind a multi-year purchase order or other agreement to purchase products or services under the Contract at the end of the member's fiscal year if it is determined that funding is not available to extend the agreement; and (b) will use its best efforts to attempt to obtain and appropriate funds for payment.

58. SURVIVAL CLAUSE:

All applicable sales, supplemental agreements, Contracts, software license Contracts, warranties or service agreements that were entered into between the Vendor and LISD under the terms and conditions of this Contract, shall survive the expiration or termination of this Contract. All Orders, Purchase Orders issued or Contracts executed by LISD and accepted by the Vendor prior to the expiration or termination of this Contract, shall survive expiration or termination of the Contract, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this Contract.