WYLIE INDEPENDENT SCHOOL DISTRICT
GENERAL TERMS AND CONDITIONS

1 Applicability

1.1 All items listed under the general terms and conditions apply unless otherwise stated in the specifications.

1.2 These conditions are applicable and form a part of the contract documents in each commodity and/or service contract and a part of the terms of each purchase order for commodity and/or service included in the specifications and Bid forms issued herewith.

2 Use of District Documents

2.1 Bid responses must be submitted on forms provided by the District. No alteration to the District forms will be permitted, including substitutions, additions, deletions, or interlineations, without written consent of the District.

2.2 Reproduction of District documents is permitted, so long as reproduced copies are exactly the same in size, format, and content as forms prepared by the District. Any response submitted in altered form may result in rejection of such response at the option of the District.

3 Withdrawal or Modification of Submitted Response

3.1 Any response, which has been submitted, may be withdrawn prior to the deadline. A request to withdraw a Bid response must be in writing and be received by the District prior to the receiving deadline.

3.2 No amendment, addendum, or modification shall be accepted after the deadline for submitting a Bid response to the District. If a change to a response that has been submitted is desired, the submitted response must be withdrawn and the replacement response submitted prior to the receiving deadline.

3.3 No Contractor may have more than one Bid response on file with the District.

3.4 After the scheduled time for receiving Bid responses, responses may not be withdrawn for a period of sixty (60) days.

3.5 Any contract entered into can be modified or rescinded only by a written document signed by both of the parties or their duly authorized agents.

4 Delivery and Materials

4.1 The Contractor shall store and protect materials and equipment in accordance with the manufacturer's recommendations.

4.2 The Contractor, in the event of damage, shall immediately make all repairs and replacements necessary to the approval of Wylie ISD, with no additional cost to the District.

4.3 All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m. Monday through Friday, unless authorized by the Purchasing Director or designee.

4.4 The District shall not be responsible for any "hidden damage" for a period dating from the date of delivery until statute of limitations as provided by the Uniform Commercial Code.

4.5 If applicable, delivery shall provide, at no cost, at least one copy of any applicable Manufacturer's Safety Data Sheets (SDS) with each shipment, and upon request. If OSHA, federal, or state laws provide for additional requirements, those requirements are in addition to the SDS requirement.

4.6 The Contractor shall retain all portable and detachable parts or portions of installation until final completion of work. These parts shall be delivered to the Wylie Independent School District 's Representative or designated District site and acknowledged as itemized receipts to obtain request for final payment.

5 Invoices, Payment and Inspection

5.1 All valid and complete invoices received by the District will be paid within thirty (30) days of the District's receipt of the deliverables or of the invoice, whichever is later.

5.2 The District will pay the Vendor's contracted cost for materials. All items purchased (i.e. tools) and billed to the District will remain the property of the District.

5.3 The Vendor shall provide an invoice showing labor hours performed by labor description and the actual invoices for all materials purchased before payment will be issued.

5.4 Federal excise taxes, state taxes, or sales taxes shall not be included in the invoiced amount. The District is not liable for these taxes. The District will furnish a tax exemption certificate upon request.

5.5 Payment terms, including the rate of interest that shall accrue on any overdue payments, are subject to Chapter 2251 of the Texas Government Code.

5.6 The Vendor shall demonstrate work completed meets the requirements of Wylie ISD.

5.7 The District Representative shall give final approval to all work performed.

5.8 The Vendor will email all or fax all inspection reports or other applicable documents to the District Representative for processing.

6 Erasures or Corrections to Bid

6.1 Any erasures and/or corrections to Bids, whether executed prior to or subsequent to the original Bid submittal shall be authenticated by affixing in the margin immediately opposite the correction and the signature of the agent(s) signing the Bid response.

7 Development of Specifications

7.1 Brands of equal quality or type are acceptable. The District reserves the right to make final decisions as comparable items. Be very certain that items upon which you submit and deliver are equal to items listed. Materials that are determined to be not equal shall be returned to the Vendor transportation charges collect.

7.2 Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design, and efficiency.

7.3 The District reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the Vendor.

7.4 The District reserves the right to modify conditions and specifications by mutual agreement with the selected supplier, both at the time of acceptance of this Bid offer as so modified and subsequent thereto.

8 Inspection of Documents

8.1 Before submitting a response, each Vendor shall thoroughly examine the Bid documents and project sites (if applicable) to ensure that the equipment and/or services submitted meet the intent of these specifications.

8.2 Each Vendor receiving forms prepared by the District is responsible for inspection of District documents for missing or illegible pages, or other indication of incomplete information provided to the Vendor. The failure or neglect of Vendor to receive or examine any contract document, form, instrument, addendum, or document shall in no way relieve Vendor from obligations with respect to his or her response. The submission of a response shall be taken as prima facie evidence of compliance with this section. Receipt of addenda to the Bid documents by a Vendor must be acknowledged in the response.

8.3 The District is not responsible for incomplete response packets.

9 Warranties

9.1 Warranty conditions for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty or a minimum of ninety (90) days guarantee, whichever is greater, unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor, or manufacturer for the product. All equipment submitted shall be new unless clearly stated in writing.

9.2 If a Vendor's response is accepted by the District, the price to be paid by the District shall be that contained in Vendor's response which Vendor warrants to be no higher than Vendor's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Vendor breaches this warranty, the prices of the items shall be reduced to the Vendor's current prices on orders by others, or in the alternative, the District may cancel this contract without liability to Vendor for breach or Vendor's actual expense.

9.3 If a Vendor's response is accepted by the District, the Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty, the District shall have the right in addition to any other right or rights to cancel the contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission percentage, brokerage, or contingent fee.

9.4 If a Vendor's response is accepted by the District, the Vendor shall not limit or exclude any implied warranties and attempt to do so shall render the contract voidable at the option of the District. Vendor warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in this request for Bid, and to the sample(s) furnished by the Vendor, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specification shall govern.

9.5 If a Vendor's response is accepted by the District, the Vendor warrants the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the Vendor's expense. In the event the Vendor fails to make the appropriate correction within a reasonable time (15 working days), correction made by the District will be at the Vendor's expense.

10 Bid Cost

10.1 The District shall not be liable for any cost incurred by a Vendor in the preparation or delivery of its response to this request for competitive sealed bid or for any other cost incurred because of the request for bid.

10.2 The issuance of this request for bid does not obligate the District to enter into a contract for any commodity and/or services.

11 Bid Disclosure

11.1 The District is a government body subject to the Texas Public Information Act. Responses submitted to the District as a result of this solicitation are subject to release as public information after contracts are executed or the procurement is terminated. In the event a Vendor desires to claim portions of submitted response are exempt from disclosure, it is incumbent upon the Vendor to identify those portions in a transmittal letter. The transmittal letter must identify the page, the particular exemption(s) from disclosure, and the contended justification for exemption upon which it is making its claim. The District will consider a Vendor's request(s) for exemption from disclosure; however, the District will not be bound by the assertion that a page contains exempt material. An assertion by a Vendor that an entire volume of its response is exempt from disclosure will not be honored.

11.2 Until a contract resulting from this request for Bid is executed, no employee, agent, or representative of any Vendor shall make available or discuss its response with the press, any elected or appointed official or officer of the District, or any employee, agent, or other representative of the District, unless specifically allowed to do so in writing by the District for the purposes of clarification, evaluation, and/or awarding the Bid.

11.3 Vendors shall not issue any news release(s) or make any statement to the news media pertaining to this request for Bid or any Bid and/or contract or work resulting therefrom without the prior written approval of the District and then only in cooperation with the District.

11.4 By signing this Bid response, a Vendor affirms he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Bid response submitted.

11.5 Vendor shall note any and all relationships which might be a conflict of interest and include such information with their response.

11.6 By signing this Bid response, a Vendor affirms, to the best of his/her knowledge, the response has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other Vendors in the award of this Bid.

11.7 If a Vendor's response is accepted by the District, the Vendor shall not advertise or publish, without the District's prior consent, the fact the District has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

11.8 If this Request for Bid has a stated expenditure of at least $1 million in public funds for the purchase of goods or services, or if an Agreement from this Request for Bid results in the expenditure of at least $1 million in public funds for the purchase of goods or services in a fiscal year, by signing below, Vendor certifies as follows pursuant to Tex. Gov't Code § 552.372(b):

11.8.1 Vendor hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the District for the duration of the Agreement; (2) on request of the District, promptly provide the District any contracting information related to the Agreement that is in the custody or possession of the Vendor; and (3) on completion of the Agreement, either (a) provide, at no cost to the District, all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the District.

11.9 Further, unless this Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan, Vendor acknowledges that the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and Vendor agrees that this Agreement/contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

12 Licenses, Permits, and Taxes

12.1 The price or prices for the services shall include full compensation for all taxes, permits, and licenses that the Vendor is or may be required to pay.

13 Award of Contract

13.1 The District reserves the right to accept or reject, in part or in whole, any and all Bid responses and to waive any irregularities or informalities in any Bid or in the Bid process. The contract will be awarded to a responsible Vendor. Whose responses are most advantageous to the District, considering the relative importance of price and the other evaluation criteria which may be included in the bid.

13.2 Award of the contract shall be made to the bidder who provides goods or services at the best value for the District taking into consideration the relative importance of price and other factors set forth below. Best value evaluation criteria will be grouped into percentage factors.

13.3 The District may, by written notice to Vendor, cancel the contract if it is found by the District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Vendor or any agent or representative of Vendor, to any employee or members of the Board of Trustees with a view

toward securing 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 order.

13.4 A Vendor may be disqualified before or after an award is made, upon evidence of collusion with the intent to defraud, or perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

13.5 It is expected that all contact by Vendors with any District personnel and/or members of the Board of Trustees begin with the issuer of this Bid. Failure to follow this procedure is grounds for eliminating the Vendor from any further consideration of awarding the contract.

13.6 The recommendation to award the Bid will be made to the District Board of Trustees. No contract shall be executed until it has been reviewed and approved by the Board of Trustees in a duly called and posted meeting of the Board.

13.7 In connection with the performance of work under the contract, the Vendor agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable federal, state, and local laws, regulations, and executive orders to the extent that the same may be applicable.

14 Non-Appropriation Clause

14.1 Any/all contracts exceeding one (1) year will require a standard non-appropriation clause. Renewal of contracts will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Board of Trustees of District reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.

15 Uniform Commercial Code

15.1 All contracts and agreements between Vendors and the District shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended by the American Law Institute in the National Conference of Commissioners on Uniform State Laws. Reference: Uniform Commercial Code, Official Text.

16 Contracts for Purchase

16.1 Contracts for purchase will be put into effect by means of a purchase order(s) executed by the Purchasing Department after Bids have been awarded, or by means of a written contract and a purchase order(s) in such instances where applicable.

17 Non-Performance

17.1 Immediate non-performance of the Vendor in terms of specifications shall be a basis for the termination of the contract.

17.2 If, at any time, the Vendor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the District reserves the right to: a) purchase on the open market and charge the Vendor the difference between contract and actual price, or b) deduct charges from existing invoice totals due at the time.

17.3 The District shall have the right to cancel for default all or any part of the undelivered portion of this order if Vendor breaches any of the terms hereof including warranties of Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which the District may have in law or equity.

18 Termination of Contract

18.1 The District shall have the right to terminate the contract, in whole or in part, for its own convenience and without cause any time upon thirty (30) days prior written Notice of Termination. Upon receipt of a Notice of Termination, the Vendor shall promptly cease all further work pursuant to the contract award, with such exceptions, if any, specified in the Notice of Termination.

18.2 The District will pay the Vendor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

19 Venue

19.1 This Bid shall be constructed and enforced in all respects in accordance with the laws of the State of Texas and the laws of the United States applicable to transactions in Texas. Exclusive venue with respect to any legal action relating to or arising under this Bid shall lie in the District Court(s) of the State of Texas sitting in Collin County, Texas, Vendor hereby expressly consenting to the jurisdiction of such courts.

20 Certificate of Interested Parties (Form 1295)

20.1 In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the government entity or state agency. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

20.2 The commission has made available on its website a new filing application that must be used to file form 1295. A business entity must use this application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorization agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with Wylie ISD. The filing application site can be located at https://www.ethics.state.tx.us/File/

20.3 The District must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Wylie ISD.

21 Service-Related Contracts

21.1 The Vendor warrants it shall have available the necessary personnel, organization, equipment, and facilities to perform all the services and /or provide all the goods required under this solicitation.

21.2 The Vendor shall employ orderly and competent employees trained in the required services to be provided under this solicitation.

21.3 The Vendor, its employees, subVendors, and subVendor's employees may not use or possess any firearms, intoxicating beverages, tobacco, illegal drugs, or controlled substances while on the District's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs.

21.4 The District reserves the right to prevent, for Bid, and/or temporarily or permanently bar any Vendor, its employees, subVendors, and subVendor's employees from any district facility for whatever reason it determines necessary to maintain safety and orderly operations.

21.5 If applicable under this solicitation, Vendor, its employees, subVendors, and subVendor's employees shall have and maintain any and all required licenses and/or certifications for the duration of the contract. Additionally, the District reserves the right to require proof of any such requirement at any time during the contract term.

21.6 The Vendor, its employees, subVendors, and subVendor's employees shall fully comply with all applicable federal, state, and local safety and health laws, ordinances, rules and regulations in the performance of the services, including but not limited to those imposed by the District and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirements shall govern.

22 Criminal Background Checks

22.1 All Vendors, subVendors, and their employees must submit to the District proof of a satisfactory criminal record history of all individuals working on District property through background checks conducted as required by Senate Bill 9. The criminal record history must be obtained by the successful Vendor before any work is performed. The information regarding the requirements for conducting a criminal records check 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.

22.2 Respondent agrees by signing and executing this solicitation to provide assurance that all employees, subVendors, and volunteers of the provider who have contact with students have passed a criminal history background check current within the last year as per defined in Senate Bill 9.

23 Indemnification

23.1 The Vendor will defend, indemnify, save harmless, and exempt the District, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of this contract arising out of a willful or negligent act or omission of the Vendor, its officers, agents, or employees.

24 Insurance

24.1 The successful Vendor, if applicable, shall be required to provide the District with copies of certificates of insurance, named as "Certificate Holder". Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy and policy number shall be delivered to the District prior to commencement of work. The insurance company shall be licensed in the State of Texas, certificate forms shall be approved by the Texas Department of Insurance, and shall be acceptable to the District. All policies of insurance shall waive all rights of subrogation against the District, its officers, employees, and agents.

24.2 The District is to be added as "Certificate Holder" to the General Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to Wylie ISD, its Board, employees and volunteers. Certificate of Insurance submitted for review shall be addressed to:

Wylie ISD – Attn: Risk Management
951 S. Ballard Ave
Wylie, Texas 75098

The bid/proposal number and title should be noted in the "Description of Operations / Locations / Vehicles / Special Items" block of the certificate.

24.3 All insurance policies proposed or obtained shall comply and be maintained with the listed general specification below throughout the duration of the contract, or longer, if noted:

24.3.1 Each policy will be issued by a company authorized to do business in the state of Texas with an A.M. Best Company rating of at least A-.

24.3.2 Should any of the required insurance be provided under a claims-made form, the Vendor shall maintain such coverage continuously throughout the term of this contract and without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract will be covered.

24.3.3 Vendor/Vendor is responsible for all deductibles.

24.3.4 Texas requires that all drivers carry minimum automobile insurance. It is recommended that you purchase a commercial policy if you will be using your personal vehicle for business use.

24.3.5 All policies shall be endorsed to provide 30 days prior written notice of cancellation, nonrenewal or reduction in coverage except ten days for nonpayment of premium.

24.3.6 Insurance policies shall be primary and non-contributing to any other insurance available to the additional insured.

24.3.7 Contracted projects of any size will be adequately insured. Anyone making a purchase, the Purchasing Department will verify coverage and will not waive any insurance requirements unless a waiver has been approved by the Asst. Superintendent of Finance & Operations.

24.3.8 The District reserves the right to review the coverage requirements during the effective period of any agreement and to make reasonable adjustments to the requirements when deemed reasonably prudent by the District based on change in laws, court decisions or potential increase in exposure to loss.

24.4 The required insurance coverages and limits are listed below. If insurance policies are not written for amounts specified below, Vendor/Vendor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

Insurance Coverage Type Services > $100,000	
General Liability	**Limit Required**
General - combined single limits	$1,000,000
General aggregate	$2,000,000
Products - completed operations aggregate	$1,000,000
Workers' Compensation / Employers' / Professional Liability	**Limit Required**
Workers' Compensation	Statutory Limits
Employers' Liability	$1,000,000
Professional Liability	$1,000,000
Automobile Liability **required for company owned vehicle working on behalf of the district**	**Limit Required**
Bodily Injury and Property Damage - combined single limit	$1,000,000
Aggregate	$2,000,000
Bodily Injury (per person)	$250,000
Bodily Injury (per person)	$500,000
Property damage (per accident)	$250,000
Umbrella or Excess Liability	**Limit Required**
Each occurrence	$1,000,000
Aggregate	$2,000,000

Insurance Coverage Type **Services < $100,000**	
General Liability	**Limit Required**
General - occurrence/aggregate (6 or more employees)	$1,000,000
General – occurrence/aggregate (5 or less employees*)	$500,000
Products - completed operations aggregate	$1,000,000
Workers' Compensation / Employers' / Professional Liability	**Limit Required**
Workers' Compensation	Statutory Limits
Employers' Liability	$500,000
Professional Liability	$1,000,000
Automobile Liability **required for company owned vehicle working on behalf of the district**	**Limit Required**
Bodily Injury (per person)	$250,000
Bodily Injury (per accident)	$500,000
Property damage (per accident)	$250,000
Umbrella or Excess Liability	**Limit Required**
Each occurrence	$1,000,000
Aggregate	$1,000,000

**If the Vendor/vendor is a single employee, the insurance requirements may be reviewed by Wylie ISD Risk Management.*

25 Force Majeure

25.1 Neither party shall be deemed to have breached any provision of this contract as a result of force majeure. The term force majeure as referenced herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, 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 sinkage; lightning; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint 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.

26 Recycled Products

26.1 The District shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality.

27 Interlocal Cooperation with Other Government Agencies

27.1 As permitted under Chapter 791 of the Government Code, other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into the same Interlocal Agreement as Wylie Independent School District and have prior authorization from Vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Wylie Independent School District shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

28 Special Tools and Test Equipment

28.1 If the Bid price stated on the Bid submittal section of the Bid includes the cost of any special tooling or special test equipment fabricated or required by the Vendor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the District, and to the extent feasible shall be identified by the Vendor as such.

29 Prevailing Wage Rate

29.1 If Applicable bidders are required to comply with Texas Government Code, Chapter 2258 Prevailing Wage Rates, with respect to payment of prevailing wage rates for the construction or improvements, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. A worker is employed on a public work if the worker is employed by the Vendor or any subVendor in the execution of the contract for the project.

29.2 A worker employed on a public work by or on behalf of the Wylie Independent School District shall be paid no less than the general prevailing rate of per diem wages for the work of similar character in the locality in which the work is preformed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

29.3 The state of Texas has adopted the federal Davis-Bacon wage rates for the use in Texas pursuant to and in accordance with the Texas Government Code, Section 2258.022. Bidders may access the U.S. Department of Labor web site at the following web address to obtain the rates to be used in Collin County. https://sam.gov/wage-determination/TX20220239/3

29.4 It shall be the responsibility of the successful bidder to obtain the proper wage rates from the web site for the type of work define in the Bid documents.

29.5 The Vendor or subVendor who violates Texas Government Code Section 2258.023 shall forfeit as a penalty to Wylie Independent School District, $60.00 for each worker employed for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the contract by him, or by any subVendor under him.

29.6 Nothing herein contained, however, shall be construed to prohibit the payment of more than the prevailing rate of wages to any worker employed on the work.

I have read and agree to the General Terms and Conditions as set forth by Wylie Independent School District

Company Name: _____

Submitter's Name/Title: _____

Company Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____

Submitter's Email: _____

_____ _____
Submitter's Signature Date