

1.0 Instructions to Bidders/Offerors

Items below apply to and become a part of terms and conditions of the proposal unless superseded by attached terms and supplemental conditions or specifications in which case attached conditions will prevail.

1.1 It is not the policy of Mesquite Independent School District to purchase on the basis of low bids alone, quality and suitability to purpose being the controlling factors; it being understood that the purchaser reserves the right to arrive at such by whatever means he/she may determine.

1.2 The District reserves the right to **reject any and/all proposals** and to make awards on the individual items as they may appear to be advantageous to the District and to waive all formalities in submitting proposals.

1.3 Vendors finding errors, omissions, or corrections that need to be made in the Specifications shall contact the Director of Purchasing ten (10) days, or as soon as possible before proposal is due.

1.4 This solicitation and any resulting award(s) shall be interpreted within the laws of the State of Texas and the Uniform Commercial Code (UCC). In case of discrepancies between the laws of the State of Texas and the UCC, the laws of Texas will prevail. Venue for any legal action filed relative to this Request For Proposal or any resulting purchase orders shall be in Dallas County Texas.

1.5 In the event that any one or more of the provisions contained in the solicitation document (or resulting purchase order) shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision(s) shall not affect any other provision hereof, and this solicitation (or any resulting purchase order) shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained herein.

1.6 To the fullest extent permitted by applicable law, the Vendor and its agents, partners, employees, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend with counsel approved by the District, and hold harmless the District and its affiliated enterprises, representatives of the District, and their respective officers, directors, members of the board, partners, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind, or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by, or resulting from the performance of services, or provision of goods, by Vendor pursuant to this contract, or any part thereof, or anyone for whose acts it may be liable even if it is caused in part by the negligence or omission of any Indemnitee, so long as it is not caused by the sole negligence or willful misconduct of any Indemnitee.

1.7 Non-Appropriation of Funding: No term Contract or Agreement may exceed a period of 1 year from the approved contract date without specific authorization of the Mesquite Independent School District. Such contract is a commitment of the District's current revenue only. Should funding for the continuance of this Contract be withdrawn by the Board, the District retains the right to terminate the agreement in accordance with the termination provision stated herein and without pecuniary risk or penalty.

1.8 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. It shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. Specifications received from vendors that are different from the original requirements must meet or exceed original proposal specifications to be considered equivalent. MISD reserves the right to make the final decisions as to comparable items. An article or material, which is shipped and is not **equal**, shall be returned to the supplier transportation charges collect.

1.9 The term "As Specified" or "A/S" will not be accepted. If bidding on a make or model other than specified, bidder is to list make and model of item being bid and must state any deviations from the item specified. The burden of proof of compliance with this specification will be the responsibility of the vendor. Samples of items which are not as specified must be available to the District within 72 hours after our request.

1.10 Prices proposed should be F.O.B. Destination, Freight Prepaid. Seller to pay freight charges, bear freight charges, own freight in transit, and file claims, if any.

1.11 Proposals received after the time and date specified **will be considered late**, and will be returned to the proposer, unopened.

1.12 When proposal is not returned, the vendor's name is removed from the vendor's list.

1.13 All prices will be guaranteed for sixty (60) days from the date of the proposal opening.

1.14 It is understood and agreed that MISD reserves the right to increase or decrease quantities or modify condition and specifications by mutual agreement with the selected supplier, both at the time of acceptance of this proposal offer as so modified, and subsequent thereto.

1.15 Propose unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern.

1.16 The District is exempt from Federal Excise Tax, State and Local Tax. Do not include tax in your proposal totals. If it is determined that tax was included in the

proposal, it will not be included in the tabulation or any awards. Tax exemption certificate will be furnished upon request.

1.17 Samples must be submitted upon request.

1.18 Cash discounts offered may be considered in determining the successful supplier. Cash discount period shall start from the date of receipt of acceptable invoice or from date of receipt of acceptable material, whichever is the later.

1.19 Bid Bond (if required). If a performance or payment bond is required, bid/proposal must be accompanied by a cashier's check on any state or national bank in Texas, or an acceptable bid bond, payable unconditionally to Mesquite ISD. The cashier's check or bid bond shall be in the amount of not less than five percent (5%) of the total amount of the bid/offer. This security is required by Mesquite ISD as evidence of good faith and as a pledge that, if awarded the contract, the offeror will enter into a contract with Mesquite ISD on the terms stated in the CSP and will furnish the required performance and/or payment bond(s) within ten (10) calendar days after the offer is accepted. Should the offeror refuse to enter into such a contract in accordance with his/her offer, or fail to furnish the required bond(s), the amount of the bid security shall be forfeited to Mesquite ISD as liquidated damages, not as a penalty.

2.0 General Terms and Conditions

2.1 Vendor hereby affirmatively states that it has not participated in any act of collusion, favoritism, gratuity, or inside dealings with any member of the staff of Mesquite Independent School District or it's Board of Trustees.

2.2 Mesquite Independent School District will receive all merchandise at the L. A. Berry Support Complex at 2133 N. Beltline Road, Mesquite, Texas 75150, unless otherwise stated on purchase order. Non-palletized freight shall be unloaded **inside** the Warehouse or School building. Vendor is responsible for providing material handling equipment when delivering to schools or departments. Vendor must advise freight line as to this requirement.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to Mesquite ISD until Mesquite ISD actually receives and takes possession of the goods at the point or points of delivery. Mesquite ISD will not accept responsibility for processing freight damage claims occurring prior to receipt, including concealed damage of goods.

2.4 Invoices shall be sent **directly** to the Mesquite Independent School District, Accounts Payable, 3819 Towne Crossing Boulevard, Mesquite, Texas 75150. Payments are processed after the Business Office has been notified that the items have been received in good condition and no unauthorized substitutions have been

made. Invoices must detail the items delivered and reference the Mesquite Independent School District **Purchase Order number**.

2.5 Vendors are not to unilaterally apply duplicate payments or overpayments against unrelated open invoices without the District's explicit authorization.

2.6 Upon notification of potential selections for award, the person or entity submitting this proposal must give notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in this conviction of a felony. (This requirement does not apply to a publicly held corporation.)

2.7 The district shall have the right to cancel for default all or any part of the undelivered portions of this order if the contractor breaches any of the terms hereof including warranties of the contractor or if the contractor 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.

2.8 The performance under this order may be terminated in whole or in part by the District in accordance with this provision. Termination hereunder shall be effected by the delivery to the contractor of a "Notice of Termination": specifying the extent to which performance of work under the order is terminated and the date upon which termination becomes effective. Such right of termination is in addition to and not in lieu of any other rights which the District may have in law or equity.

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

2.10 The contractor 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 expecting bona fide employees of bona fide established commercial or selling agencies maintained by the contractor for the purpose 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 this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

2.11 All contracts and agreements between merchants and Mesquite Independent School District shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1990 by the American Law Institute in the

National Conference of Commissioners on Uniform State Laws. Reference: Uniform Commercial Code, 1990 official text.

2.12 We are unable to send out copies of bid tabulations. There are many factors involved but our current policy is that all opened bids are available for viewing in the purchasing office but no tabulations are sent out. Thank you in advance for not requesting copies of bid tabulations.

2.13 Questions in regard to this proposal must be submitted to the Director of Purchasing for clarification.

2.14 No smoking or use of any tobacco products is permitted on school property.

2.15 Pick up and delivery will be made between the hours of 7:00 A.M. and 2:00 P.M. Monday through Friday excluding school holidays. (Unless arrangements are made otherwise with the Director of Purchasing or as otherwise specified on the Proposal form.)

2.16 Purchase Orders will serve as the award instrument(s) against this request for proposal. Orders will be placed as items are approved for purchase and funds become available.

2.17 The Purchase Order number **must** be clearly identified on each carton label and/or delivery ticket. Otherwise, the shipment is subject to being refused and returned to the vendor at the vendor's expense.

2.18 If problems with quality or workmanship arise on items received, the supplying vendor is responsible for replacing any/or all items at no cost to the Mesquite Independent School District. The supplying vendor will also be responsible for returning to the designated campus to pick up the items in question. Mesquite ISD will not be responsible for shipping items back to vendors.

2.19 Successful vendor (s) is/are to remove all packing and packaging material and debris from school property (school dumpster is **not** to be used) and to properly dispose of all discarded materials.

2.20 Successful Vendor(s) will be required to submit Material Safety Data Sheets for applicable item(s).

2.21 Force Majeure: If by reason of Force Majeure, either party shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, 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 such party 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 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, 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. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

2.22 NOTIFICATION OF CRIMINAL RECORD. The person or entity submitting an offer must give notice to the district, at the time of offer submission, if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in this conviction of a felony (this requirement does not apply to a publicly held corporation).

2.23 INSURANCE. The successful offeror, at his/her own expense, shall provide and maintain insurance with fiscally sound firms (at least an AM Best rating of A-) authorized to do business in Texas as follows. Successful offeror may be required to provide a copy of insurance coverage to Mesquite ISD. Insurance certificates may contain a provision, or offeror's signature on this bid/proposal certifies, that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given Mesquite ISD. Insurance must remain in effect for the duration of this contract. In some cases, the district may be required to be named as an additional insured on the vendor's insurance coverage. If the district is to be named as an additional insured on the vendor's insurance coverage, the certificate indicating this should be provided within ten (10) calendar days from date of award at the vendor's expense. If the district requires a certificate of insurance, the bid/proposal number and title should be noted in the "Description of Operations/Locations/Vehicles/Special Items" block of the certificate and the "Certificate Holder" block of the certificate should read, "Mesquite ISD, Attn: Risk Specialist, 3819 Towne Crossing Blvd., Suite 203, Mesquite, Texas 75150." Additional insurance requirements may be required for construction and/or services projects and will be identified elsewhere in this document.

2.23.1 Successful offeror must maintain workers' compensation coverage for employees as required by all applicable Federal, State, Maritime, and local laws including Employer's Liability with a limit of at least \$100,000. If required, all vendors submitting bids or proposals shall include a copy of his/her current

insurance certificate indicating coverages of the following lines of coverage in the following minimum amounts:

Mesquite ISD Insurance Certificate Required Coverage			
2.23.1	Comprehensive General Liability	General Aggregate	\$1,000,000
		Products - Comp/or Aggregate	\$ 300,000
2.23.2	Commercial General Liability	Personal & Adv. Injury	\$ 300,000
	Claims Made Occurrence	Each Occurrence	\$ 300,000
	Owner's Contractor's Protection	Fire Damage (Any one fire)	\$ 50,000
		Med. Expense (Any one person)	\$ 5,000
2.23.3	Property Damage:	Aggregate	\$ 600,000
		Bodily Injury Each Person	\$ 300,000
		Each Accident	\$ 300,000
		Each Occurrence	\$ 100,000
2.23.4	Automobile liability for:	Combined Single Limit	\$1,000,000
	Any Auto	Bodily Injury Each Person	\$ 100,000
	All Owned Autos	Bodily Injury Per Accident	\$ 300,000
	Scheduled Autos		
	Hired Autos	Property Damage - Aggregate	\$ 300,000
	Non-Owned Autos	Property Damage Each Occurrence	\$ 100,000
2.23.5	Umbrella form -		\$1,000,000

	Excess liability		
	State the limits that your company carries:	\$ _____.	
2.23.6	Worker's Compensation	Statutory and Each Accident	\$ 500,000
	Employer's Liability Disease-Policy Limit		\$ 500,000
	Disease-Each employee		\$ 500,000

2.23.7 The insurance requirements, as listed above also apply to any sub-contractor(s) in the event that any work is sublet. The contractor is responsible to insure that the sub-contractor(s) meets the minimum insurance requirement limits as by law.

2.23.8 Should any of the above describe policies be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the certificate holder, Mesquite ISD.

2.23.9 The Contractor shall agree to waive all right of subrogation against the District, its officials, employees and volunteers for losses arising from work performed by contractor for the District.

2.23.10 The contractor 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 Contractor or failure of Contractor to perform any work or obligation provided for in this Agreement.

2.23.11 The select bidder will be required to supply an insurance certificate naming Mesquite Independent School District as an additional insured within 10 calendar days of date of award.

2.23.12 You are required to submit a certificate of insurance for the above insurance requirements with your bid. NOTE: Items #2.24.9, #2.24.10, and #2.24.11 shall be required of the successful vendor(s).

2.24 WORKERS' COMPENSATION COVERAGE. A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the project has been completed and accepted by the district.

2.24.1 Persons providing services on the project ("subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

2.24.2 Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2.24.3 The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011 (44) for all employees of the contractor providing services on the project for the duration of the project.

2.24.4 The contractor must provide a certificate of coverage to the district prior to being awarded the contract.

2.24.5 If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the district showing that coverage has been extended.

2.24.6 The contractor shall obtain from each person providing services on a project, and provide to the district:

2.24.6.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project and;

2.24.6.2 No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

2.24.7 The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

2.24.8 The contractor shall notify the district in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

2.24.9 The contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

2.24.10 The contractor shall contractually require each person with whom it contracts to provide services on a project to:

2.24.10.1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011 (44) for all of its employees providing services on the project for the duration of the project;

2.24.10.2 Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the project;

2.24.10.3 Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

2.24.10.4 Obtain from each other person with whom it contracts, and provide to the contractor:

2.24.10.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

2.24.10.4.2 A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

2.24.10.4.3 Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

2.24.10.4.4 Notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

2.24.10.4.5 Contractually required each person with whom it contracts to perform as required by items 1-7, with the certificates of coverage to be provided to the person for whom they are providing services.

2.24.11 By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the district that all employees of the contractor who will provide services on the project will be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

2.24.12 The contractor's failure to comply with any of these provisions is a breach of contract by the contractor that entitled the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

2.25 INDEMNIFICATION AND HOLD HARMLESS: Except as otherwise expressly provided, offeror shall defend, indemnify, and hold Mesquite ISD harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorneys' fees incurred, which arise by reason of the acts or omissions of offeror, its agents or employees in the performance of its obligations under this contract. This clause shall survive termination of this contract.

2.26 PAYMENT BOND. For facilities construction and some services contracts, a payment bond is required for projects/contracts exceeding \$25,000. The payment bond must be for 100% of the value of the work to be performed. The bond shall be prepared on a form acceptable to Mesquite ISD and must identify compliance with the provisions of V.T.C.A., Govt Code, Chapter 2253.021 and state that all liabilities of the bond(s) shall be determined in accordance with the provisions of said code. The Surety

must be authorized to do business under a Certificate of Authority issued by the State of Texas and hold certificates of authority as an acceptable Surety on the current Department of the Treasury listing as found in the Federal Register. The Surety shall be a US company located in the USA. If a contract is awarded for under \$25,000, but subsequent change orders cause the price to exceed \$25,000, a payment bond will be required immediately. If the required payment bond is not submitted with the proposal, a bid bond must be submitted and the required payment bond submitted within ten (10) calendar days from the date the offer is accepted by Mesquite ISD.

2.27 PERFORMANCE BOND. For facilities construction and some service contracts, a performance bond is required for projects/contracts exceeding \$100,000. The performance bond must be for 100% of the value of the work to be performed. The bond shall be prepared on a form acceptable to Mesquite ISD and must identify compliance with the provisions of V.T.C.A., Govt Code, and Chapter 2253.021 and state that all liabilities of the bond(s) shall be determined in accordance with the provisions of said code. The Surety must be authorized to do business under a Certificate of Authority issued by the State of Texas and hold certificates of authority as an acceptable Surety on the current Department of the Treasury listing as found in the Federal Register. The Surety shall be a US company located in the USA. If a contract is awarded for under \$100,000, but subsequent change orders cause the price to exceed \$100,000, a payment bond will be required immediately. If the required performance bond is not submitted with the offer, a bid bond must be submitted and the required performance bond submitted within ten (10) calendar days from the date the offer is accepted by Mesquite ISD.

2.28 EQUAL OPPORTUNITY

2.28.1 Equal Employment Opportunity: No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this solicitation.

2.28.2 Americans with Disabilities Act (ADA) Compliance: No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

2.29 BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)

The following federally funded requirements are applicable:

2.29.1 Definitions. As used in this paragraph –

2.29.1.1 "Component" means an article, material, or supply incorporated directly into an end product.

2.29.1.2 "Cost of components" means -

2.29.1.2.1 For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

2.29.1.2.2 For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

2.29.1.3 "Domestic end product" means-

2.29.1.3.1 An unmanufactured end product mined or produced in the United States; or

2.29.1.3.2 An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

2.29.1.4 "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

2.29.1.5 "Foreign end product" means an end product other than a domestic end product.

2.29.1.6 "United States" means the 50 States, the District of Columbia, and outlying areas.

2.29.2 The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

2.29.3 The District does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

2.29.4 The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

2.30 RIGHT TO INFORMATION: The Mesquite Independent School District reserves the right to use any and all information presented in any response to this solicitation, whether amended or not, except as prohibited by law. Selection or rejection of the submittal does not affect this right.

2.31 LICENSE FEES OR TAXES: Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

2.32 PREVAILING WAGE RATES: All respondents will be required to comply with Provision 5159a of "Vernon's Annotated Civil Statutes" of the State of Texas with respect to the payment of prevailing wage rates and prohibiting discrimination in the employment practices.

<http://www.access.gpo.gov/davisbacon/tx.html>

2.33 COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS: The contractor or supplier shall comply with all State, Federal, and Local laws and requirements. The Respondent must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

2.34 FEDERAL, STATE, AND LOCAL REQUIREMENTS: Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation insurance coverage. Respondent shall ensure compliance with all federal and State tax laws and withholding requirements. The Mesquite Independent School District shall not be liable to Respondent or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the Mesquite Independent School District and shall pay all costs, penalties, or losses resulting from Respondent's omission or breach of this Section.

2.35 DRUG FREE WORKPLACE: The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

2.36. RESPONDENT LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY:

The Respondent shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Respondent shall notify the Mesquite Independent School District Director of Purchasing in writing of any such damage within one (1) calendar day.

2.37 FINGERPRINT REQUIREMENTS:

If a contractor/vendor's staff will be on a school site where students will be present, then contractor/vendor must comply with Texas Education Code Chapter 22. This is required for all Texas Public Schools. If contractor/vendor's staff will not be on school district property when students are present, then the contractor/vendor may not have covered employees. Mesquite ISD recommends all contractors/vendors consult with their legal counsel for guidance in compliance with this law.

If you have questions on compliance with this section of the Texas Education Code, please contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor/vendor to a Texas Independent School District. The Texas Department of Public Safety's telephone number is (512) 424-2474.

The Texas Education Code, Chapter 22, Section 22.0834 statutory language may be found at: <http://www.statutes.legis.state.tx.us/>.