McAllen Independent School District
General Terms and Conditions
Request for Cooperative Quotes

Please read the following information carefully. Any exceptions to these terms and conditions will be cause for a quote to be disqualified. Additionally, please read the Specifications and Scope of Work contained in each Request for Cooperative Quotes ("RFCQ"). The Specifications and Scope of Work in the RFCQ will take precedence over the General Terms and Conditions when they are in conflict. Prospective respondents are responsible for familiarizing themselves with all aspects of the process for participating in RFCQ.

1. Respondent Guarantee:
   - 1.1 Respondent agrees to comply with all terms and conditions contained in this document and the RFCQ.
   - 1.2 Quote must comply with all federal, state, county, and local laws concerning these types of goods/services.
   - 1.3 Respondent guarantees products/services offered will meet or exceed the written specifications identified in the RFCQ.
   - 1.4 Respondent agrees to protect the District from claims involving infringement of patents or copyrights.
   - 1.5 Minimum Standards for Responsible Prospective Respondents: The business must be a well-established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. A prospective respondent must affirmatively demonstrate respondent's responsibility. District may request representation and other information sufficient to determine respondent's ability to meet the following minimum standards:
     - 1.5.1 that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in district, state or federal procurements or contracts;
     - 1.5.2 are not identified in the "Debarment and Suspension" issued by the General Services Administration;
     - 1.5.3 have adequate financial resources, or the ability to obtain such resources as required;
     - 1.5.4 be able to comply with the required or proposed delivery schedule;
     - 1.5.5 have a satisfactory record of performance;
     - 1.5.6 have a satisfactory record of integrity and ethics;
     - 1.5.7 be otherwise qualified and eligible to receive an award.
   - 1.6 Contract: This quote, when properly accepted by District, shall constitute a contract equally binding between the successful respondent and District. Different or additional terms may become a part of this contract to include Change Orders pending approval by the District and contractor.
   - 1.7 Representations: The Respondent represents that the products/services provided by the Respondent hereunder shall conform to the representations of same as represented and described in the Attachments. Notwithstanding anything to the contrary herein, if for any reason District determines in its sole discretion, that part or all of such products/services fail to meet the expectation of District, District may on ten (10) days notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the Respondent by District for the unexpired term of the Agreement.
   - 1.8 Respondent, in submitting this quote, agrees that District shall not be liable to prosecution for damages in the event that District declares the respondent in default.
   - 1.9 Purchases made for school use are exempt from the state sales tax and federal excise tax. Do not include these taxes in your quote. Both unit prices and extension must be submitted. *Unit prices shall govern.*
   - 1.10 Adherence to Specifications and Anti-Collusion: Each respondent by making his quote represents that he has read and understands the quote documents and his quote is made in accordance therewith. Signing this quote affirms that your company will enter into a binding contract with District for products/services awarded to your company. The Respondent, by signing and executing this quote, certifies and represents to the District that Respondent has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this quote; the Respondent also certifies and represents that Respondent has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this quote; the Respondent certifies and represents that Respondent has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the District concerning this quote on the basis of any consideration not authorized by law; the Respondent also certifies and represents that Respondent has not received any information not available to other respondents so as to give the undersigned a preferential advantage with respect to this quote; the Respondent further certifies and represents that Respondent has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Respondent will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the District in return for the person having exercised the person's official discretion, power or duty with respect to this quote; the Respondent certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the District in connection with information regarding this quote, the submission of this quote, the award of this quote or the performance, delivery or sale pursuant to this quote.
   - 1.11 Bid Guarantee: Bid bonds may be required for certain quotes in excess of $25,000, if stated in the RFCQ. A bid guarantee will be submitted in the form of a bid bond, postal money order, certified check or cashier's check in an amount not less than 5% of the total maximum amount quote payable without recourse to McAllen Independent School District. Failure to furnish a bid guarantee in the proper form and amount by the time set for opening may be cause for rejection of the quote. If the successful respondent, upon acceptance of his quote by the District within the period specified therein for acceptance, fails to execute such further contractual documents, if any, and give such bond(s) (i.e., performance bonds, payment bonds, delivery, etc.) as may be required within the time specified (ten days if no period is specified) after receipt of the forms by him, then he shall be liable for any cost of procuring the work which exceeds the amount of his quote, and the bid guarantee shall be available toward offsetting such difference.
   - 1.12 Performance and Payment Bonds: Payment bonds are required on construction projects costing $25,000 or more. Performance bonds are required on construction projects costing $100,000 or more. Payment and Performance bonds may be required for projects other than construction, if stated in the RFCQ. When a performance or payment bond is required, the amounts shall be for 100% of the contract amount.
     - 1.12.1 Any required bond(s) must be filed with the District within 10 days from the date of the NOA.
     - 1.12.2 The only forms of surety acceptable as a performance or payment bond are: Cashier's Check, Certified Check, or a Surety or Blanket Bond from a company chartered or authorized to do business in Texas.
     - 1.12.3 Note: Bonds completed (signed) by an out-of-Texas surety require a counter signature by a Texas resident agent of a company chartered or authorized to do business in Texas.
     - 1.12.4 A separate performance or payment bond MUST be provided for each contract awarded and must reference the contract number(s) for which the bond is provided (except as noted in Texas Administrative Code Blanket Bond).

1.12.5 All references to the bond by Respondent and/or surety companies must reference the contract number in lieu of or in addition to the bonding company's number, and the effective dates of the contract.

1.12.6 Bonds and other forms of surety must be made payable to McAllen Independent School District.

1.12.7 Bonds in excess of $100,000 must be from a surety that holds a Certificate of Authority from the United States Department of Treasury or have reinsurance for liability in excess of $100,000 from a United States Treasury listed reinsurer.

2. Types of Contracts: Each RFCQ will identify the type of contract being advertised.

2.1 ☐ Firm Price: Unit Prices quoted are firm for the period specified in the RFCQ and all extensions. Price decreases are acceptable.

2.2 ☐ Catalog Quote: Prices quoted on this type of contract are based upon an approved price list or other approved method as identified in the RFCQ. This type of contract provides for discounts from a current manufacturer's price list, a percentage add-on to a manufacturer's distributor/producers type price list or a custom price list. Current price list means the latest price list in effect between the "date mailed" as shown on the RFCQ deadline date. Manufacturer's price list means a price list published in some form by the manufacturer of a product and available to and recognized by the trade. Custom price list means a price list especially prepared for a given quote. The District shall be the sole determinate as to acceptability. Requests for price increases must be documented with a new dated price/cost list that is the same type as the one submitted with the quote. The maximum allowable increase will be determined by the following formula:

Original Quote Price X New Mfg. Cost/ Price List = Maximum Allowable Contract Price
Original Mfg. Cost/Price List

Prices for this type of contract cannot be increased for 30 days after the contract begins unless otherwise specified in the RFCQ. Price reductions shall be offered immediately upon becoming available to a Respondent at any time after award.

2.3 ☐ Requirements Contract: This RFCQ is for an indefinite delivery/indefinite quantity contract where all actual purchase requirements for specific supplies or services during the contract period are filled by the selected Respondent, with deliveries to be scheduled by placing orders with the Respondent. Prices quoted shall be firm for the period specified in the RFCQ and all extensions. The listed items are commonly acquired items and prices will be used to determine best overall value. Price decreases are acceptable. District will purchase as needed, based on quantities or budgeted amount listed in the RFCQ. However, the District in its sole discretion, reserves the right to increase or decrease the quantities as it deems to be in its best interest. Quantities specified are per unit of measure listed in the quote. Volume discounts on these items are acceptable by District. Additionally, the District may have a need to purchase additional items within this category that are not listed on the quote. Respondent is to make these items available to the District through this Contract at the same discounted pricing awarded by the Board of Trustees. Quotes may be awarded to primary and secondary Respondents on an item-by-item basis or by categories. End users may go to the secondary Respondents to compare items for best value.

3. General Provisions

3.1 Term of Contract and Purchase Order Dates:

3.1.1 The RFCQ shall state the term of the contract and applicable extensions.

3.1.2 Purchase Order: Purchase order(s) shall be generated by the District to the successful respondent(s). The purchase order number must appear on all itemized invoices and packing slips. **District will not be held responsible for any orders placed/delivered without a valid signed purchase order.**

3.1.3 Purchase orders dated during the term of the contract must be honored even if received after the contract expiration date. Respondents may not specify a "final order" receipt date. Pricing is established by the date the order is placed unless otherwise stated in the contract.

3.1.4 Confirmation orders will be the date the order is mailed but will show the date the order was originally placed.

3.1.5 Grace Period: District requests the right to continue to enforce this contract for a period not to exceed ninety (90) days after expiration date for unforeseeable reasons.

3.1.6 District reserves the right to reorder from this quote for the term of the contract at the quoted award prices or lower provided the terms and conditions remain the same. Proper authorization for reorders and issuance of approved and manually signed purchase orders will be through Purchasing Services only.

3.2 Shipment Identification and Delivery: Special delivery requirements will be addressed in the Specifications and Scope of Work or in the specifications contained in each RFCQ. The following shall be applicable unless in conflict with specific contract instructions.

3.2.1 Identification of Shipments: In addition to the complete destination address, each package must be clearly marked with the District's purchase order number and the ATTN: addressee as shown on the order. Each shipment must be accompanied by an itemized packing slip.

3.2.2 Packaging and Labeling: All items shipped must be properly labeled showing the brand name, package quantity, lot number (if applicable) and any other necessary identifying information usually used by the Respondent.

3.2.3 Hours for Delivery: Delivery shall be made between 8:00 a.m. and 3:00 p.m. unless prior approval for after-hours delivery has been obtained from the District.

3.2.4 Inspection and Tests: All goods are subject to inspection and testing by the District. Authorized District personnel shall have access to a Respondent's place of business for the purpose of inspecting contracted merchandise. Tests may be performed on samples obtained by District request or taken from regular shipments. When products tested fail to meet or exceed all applicable specifications, the cost of the sample used and the cost of any testing shall be borne by the Respondent. Goods that have been delivered and rejected in whole or in part may be, at the District's option, returned to the Respondent at Respondent's risk and expense or disposed of in accordance with District procedures. The Respondent may request that goods be held at Respondent's risk for a reasonable period of time for later disposition at the Respondent's expense. Latent defects may result in revocation of acceptance of any product.

3.3 Late Delivery: If a delivery delay is foreseen, Respondent shall give notice to District with seventy-two (72) hour notice. The District has the right to extend the delivery date if reasons appear valid. The Respondent must keep the District advised at all times of the status of the order. If the Respondent has orders in their possession which have not been completed within the specified delivery time, the District reserves the right to withhold issuance of further orders until all orders have been

filled and acceptable assurance has been given that the event will not be repeated.

3.4 Back Orders: The District may purchase on the open market any commodity reported by a Respondent to be on back order when the resultant delivery time is unsatisfactory. Damages may be applicable in cases of a pattern of back orders.

3.5 Damage Assessment: If a Respondent is in default on an order or fails to honor quoted prices, the District reserves the right to purchase the item in default from another Respondent and charge the increase in price, if any, and cost of handling to the Respondent in default. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of the Respondent from the District's Centralized Master Bidders List (CMBL).

3.6 Emergency Deliveries: In case of an emergency experienced by a qualified ordering entity, the successful Respondent is requested to supply the needed material immediately, if possible. If the successful Respondent cannot respond, then the emergency requirement may be purchased on the open market. The District or the Respondent shall not consider such purchases a breach of contract.

3.7 Substitutions: All substitutions require prior written approval by the District. The District reserves the right to require the Respondent to offer possible substitutes if any material or equipment becomes unobtainable during the term of the contract. Outstanding orders are not automatically amended by an approved substitution. The Respondent must contact the qualified ordering entity prior to shipment of the approved substitution.

3.8 Off Contract Purchases: Under certain circumstances, the District permits campuses and other District users to purchase commodities available through a contract on the open market. Such circumstances may or may not be identified in the RFCQ. Respondents are to allow for such purchases provided purchase orders are issued for these purchases.

3.9 References: District may request respondents to supply, with this quote, a list of at least three (3) references where like goods/services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

3.10 Quotes from unresponsive Respondents will not be accepted. Respondents having a history of inconsistent service and unreliability will not be considered by the District to be a responsible respondent.

3.11 Respondent will employ accounting policies and procedures hereunder to preserve all contract-related records for the term of this Contract and such further period of time thereafter as may be prescribed by Federal, State or Local regulations. All Respondents/contractors are subject to having any records or other documentation related to any transaction with District available for public access or for review and auditing purposes by any local, state or federal agency, as well as, the public in accordance with the provisions of Government Code, Title 5, Subtitle A, Chapter 552, Open Records.

3.12 Notices: Any notice provided by this RFCQ (or required by Law) to be given to the successful respondent by District shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail or sent via electronic format in McAllen, Texas, addressed to the successful respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

3.13 Venue: This agreement will be governed and construed according to the laws of the State of Texas. Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.

3.14 Silence of Specification: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.15 Deviations from Specifications: All deviations from the specifications must be noted in writing, in detail by the respondent at the time of submittal of the quote. The absence of a written list of specification deviations will hold the respondent strictly accountable to the District to the specifications as written. Any deviations from the specifications as written not previously submitted, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.

3.16 Respondents that fail to comply with the conditions of the RFCQ may be removed from the District's Centralized Master Bidders List for a period of two years.

3.17 Respondents wishing to reinstate their status must request it in writing at the end of the two-year period.

3.18 Installation Services: Some purchases on this quote may require installation services. Pricing for this service will be negotiated at the time of the project/service.

4. Preparation of Quote:

4.1 Freight Charges & F.O.B. Point: Quote all responses F.O.B. destination, transportation prepaid and allowed, i.e., included in the price quoted, unless special contract instructions direct or permit otherwise. Alternate F.O.B. point or freight terms may be offered but are subject to rejection by the District.

4.2 Quote prices must be firm for acceptance for 120 days from RFCQ opening date unless otherwise specified. Quote prices shall remain in effect for a period of one year from date of acceptance by the Board of Trustees unless otherwise specified in the RFCQ documents. Refer to Section 7 for additional information regarding quote prices.

4.3 Usage Figures: Quantities shown on the RFCQ under the term "Quantity or Qty" are estimated requirements based upon purchase orders for a prior period. These figures are not to be construed as guaranteed purchases under the contract; however, the figures will be used as a factor for determining the award and bonding requirements. District users will purchase all commodity requirements from contract Respondents but only in such quantities, as actual needs require. To keep consistency of the item description and item numbers, some item quantity(s) is/are marked with a zero (0) quantity on the bid line items.

4.4 Referenced Example: Any catalog number, brand name or manufacturer's reference used in an RFCQ is descriptive only (not restrictive) and is used to indicate type and quality desired. Quotes for brands of like nature and quality will be considered. The respondent should not construe specifications for the referenced example to be the minimum requirements acceptable. The District is the sole determinate as to acceptability of specifications in its best interest. If quoting other than the referenced example, the respondent must show the manufacturer, brand or trade name, and model number and give a full description of the product offered. The submission of illustrations and specification brochures is encouraged to provide a complete description of the product being offered. If a respondent takes no written exception to the referenced example in the quote, the brand names, numbers, etc., exactly as specified in the RFCQ shall be furnished.

4.5 Condition of Products: All items quoted shall be new and unused and in first class condition, including containers suitable for shipment and storage, unless otherwise specified in the RFCQ.

4.6 Warranty: Manufacturer's standard warranty shall apply unless otherwise stated in the RFCQ.

4.7 Unit of Measure: If offering a price for a different unit of measure, the exception and proposed packaging must be shown by the line item quote.

4.8 Alternate Quotes: Alternate or supplemental quotes shall be submitted as a separate item and be identified by the respondent's name and signature and be cross-referenced to the applicable item in the RFCQ.

4.9 Samples: DO NOT send samples unless requested. Any samples submitted must be furnished at no cost to the District. If

not destroyed in examination, samples will be returned to the respondent on request at respondent's expense. Samples submitted to verify compliance with specifications prior to making an award may be retained at respondent's expense. Samples submitted to verify compliance with specifications prior to making an award may be retained for the duration of the contract for later comparison with items delivered. Each sample should be marked with respondent's name, address, RFCQ opening date and project number. Failure to submit samples when requested shall cause items not to be considered for award. All samples are to be delivered to:

McAllen Independent School District
ATTN: Purchasing Services (Sample)
2000 N. 23rd Street
McAllen, TX 78501

4.10 Special Discounts: Respondents are encouraged to offer discounts for large one-time order deliveries, educational purposes, etc. The conditions for earning the discount may be indicated by the item being bid or by submitting a separate page with the information. These discounts will not be considered in determining the low quote but will be part of any contract issued.

4.11 RFCQ Preparation Expense: Any expense related to the submission of a quote is the sole responsibility of the respondent. The District will not reimburse respondents for any cost related to quote preparation or submission.

5 Submission of Quote:

5.1 No Quotes: To remain on the Respondent's list, "NO QUOTES" must be submitted by Respondents wishing to remain on the District's Centralized Master Bidders List (CMBL). Continued submittal of "NO QUOTES" will result in Respondent being removed from the District's Centralized Master Respondents List (CMBL). Respondents not submitting quotes or submitting "no quotes" may be removed without notice at any time and must reapply for inclusion in the District's Centralized Master Respondents List (CMBL). The District is not responsible for any errors occurring as a result of this procedure. It is the Respondent's responsibility that the contact information on the District's Bidding portal, the District's Centralized Master Bidders List, is up to date. To make any changes/updates log on to https://mcallenisd.ionwave.net/Login.aspx.

5.2 RFCQ Deadline: Responses are due by deadline date and time. A copy of the tabulation is available for download from the following purchasing webpage:https://mcallenisdtx.sites.thrillshare.com/page/awarded-vendors the day after award.

5.3 Late Quotes: Late quotes will NOT be considered under ANY circumstances.

5.4 Amending/Withdrawing Quote: A quote cannot be altered or amended after the deadline date and time. Any alterations made before the opening date and time shall be initialed by the respondent or the respondent's authorized agent identified in the quote. No quote can be withdrawn after the opening date and time without approval of District. All approvals shall be based upon an acceptable written reason for the action.

5.5 Price lists must be included in the RFCQ. Any terms and conditions in a price list will not be considered a part of a quote unless specifically identified by the respondent and referenced in writing.

5.6 Quotes via the U. S. Postal Service are to be sent to the address shown below.

McAllen Independent School District
ATTN: Purchasing Services (RFCQ #/Name)
2000 N. 23rd Street
McAllen, TX 78501

5.7 Copyrighted quotes are unacceptable and will be disqualified as unresponsive.

6 Quote Evaluation and Award:

6.1 Quote Evaluation:

The District reserves the right to award on the basis of a low line item, low total (group or groups) or in any other combination that will best serve the interests of the District. The lowest quote will not necessarily be the successful quote. Quotes will be assessed not only in terms of the cost of the goods/equipment, but also in terms of responsiveness of the proposed goods/services to the District's needs and requirements. The District reserves the right to accept or reject all or any part of a quote, waive minor technicalities and make an award in the best interest of the District. A response to an RFCQ is an offer to contract with the District based upon the terms, conditions and specifications contained in the RFCQ. Quotes do not become contracts until a Notice of Award (NOA) is issued. The contract shall be governed, construed and interpreted under the laws of the state of Texas.

6.2 The District will not be bound by any communication with respondents other than the RFCQ, these General Terms and Conditions, Specifications and Scope of Work, any written addendums issued by District, District Policies and Procedures, and State Law.

6.3 The District shall be sole judge of what constitutes the best interest of the District.

6.4 Evaluation Criteria: In determining to whom to award a contract, the District shall consider in accordance with the Texas Education Code, Subchapter B, Section 44.031(b) Purchasing Contracts, Subsection (b): (1) the purchase price; (2) the reputation of the Respondent and of the Respondent's goods or services; (3) the quality of the Respondent's goods or services; (4) the extent to which the goods or services meet the District's needs; (5) the Respondent's past relationship with the District; (6) the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses; (7) the total long-term cost to the District to acquire the Respondent's goods or services;(8) for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Respondent or the Respondent's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state; and (9) any other relevant factor specifically listed in the request for cooperative quotes or proposal.

6.5 Tie Quotes: In case of tie quotes, the award will be made in accordance with Local Government Code 271.901 and Government Code 2252.001 - 2252.004. (NON-RESIDENT RESPONDENTS). Consistent and continued tie responses could cause rejection of the quotes by the District and/or investigation for antitrust violations.

6.6 Qualified Ordering Entity: All campuses and departments are considered District users and qualified ordering entities. In some instances, other governmental entities may have Interlocal Agreements with the District. These entities may have access to the prices offered to District. Respondents are responsible for identifying and requesting information on these entities.

6.7 Insurance Requirements:

6.7.1 Statutory Workers' Compensation (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY) and Employer's Liability Limits - $500,000.

6.7.2 Commercial General Insurance (occurrence basis only) $1,000,000 each claim and in the aggregate. The District shall be named as an additional insured by endorsement on the Consultant's policy as to the subject job.

6.7.3 Business Commercial or Personal Auto Automobile Liability Insurance in the amounts specified by the Texas Tort Claims Act, Chapter 101 of the Texas Practice and Remedies Code for all owned, non-owned and hired vehicles; each person $100,000; each accident $300,000; and for property damage, each occurrence of $100,000; No deletions/exclusions from standard coverage form allowed without written consent of District. The District shall be named as an additional insured by endorsement on the Contractor's policy as to the subject job. (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY).

6.7.4 Successful Contractor will provide a certificate of insurance, in Acord 25 Form, to the Administrator of the Department evidencing such coverage and will notify the Administrator in writing immediately if any change in coverage occurs for any reason

6.7.5 Each insurance policy to be furnished by successful respondent shall include, by endorsement to the policy, a statement that a notice shall be given to District by certified mail thirty (30) days prior to cancellation or upon any materials change in coverage.

6.8.5 Successful Contractor shall provide Certificates of Insurance evidencing the above-required insurance, prior to commencement of this contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to Purchasing Services.

6.8.6 For non-subscribers that do not carry Workers' Compensation coverage, the District will, on a case-by-case basis, consider contractors who provide an Occupational Accident Policy, including Employers' Indemnity coverage with a $1,000,000 limit. However, the District reserves the right to require Workers' Compensation coverage if it feels it is in the best interest of the District to do so.

6.8 To expedite evaluation of the quotes, it is preferable that District forms be used when included in the quote package.

6.9 Assignment: The successful respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of District.

7. PRICE CHANGES: During the life of a contract only industry-wide published price changes as reflected in a manufacturer's printed price list, published documentation, or other approved method in an RFCQ may be submitted to the District for price adjustment consideration.

7.1 Procedures to Follow:

7.1.1 Firm Quotes: No price increases allowed unless approved by DISTRICT in accordance with Section 7.2.

7.1.2 Catalog Quotes: Submit a copy of the new manufacturer's price/cost list. Respondent shall compute new unit prices at the same percentage as reflected in the original quote (See Sec. II. B. for formula). Prices will be verified for accuracy.

7.1.3 Requirement Contracts: No price increases allowed unless approved by DISTRICT in accordance with Section 7.2.

7.2 Acceptance of Price Increases: The District will accept or reject increases within seven (7) working days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Respondent may cancel such items from the contract by giving the District written notice. Cancellation will not go into effect for thirty (30) working days after receipt of the written request. Old prices must be honored on orders dated up to the official date of cancellation.

7.3 Price Decreases: Respondents are required to implement immediately any price decreases, roll backs, etc. that may become available. The District must be notified in writing of any decreases for file updating purposes and notice to contract users.

8. ADMINISTRATIVE PROCEDURE FOR RESPONDENT COMPLAINTS: Members of the public having complaints regarding the District's purchasing procedures or operations may present their complaints or concerns to the District following this procedure. Please contact Purchasing Services for a copy of the procedures at (956) 632-3241.

9. INVOICING:

9.1 Original invoices must be submitted in duplicate to the Accounting Department in compliance with the following procedure: INVOICES shall show purchase order number, copy of signed delivery ticket and quote name and shall be mailed directly to:

McAllen Independent School District
ATTN: Accounting Department
2000 North 23rd Street
McAllen, TX 78501

9.2 The invoice must show name of Respondent exactly as shown on the purchase order and the correct "Remit to:" address.

9.3 Invoice must show name of receiving entity.

9.4 Invoice should include a description of each item. Items should be shown in numerical order and must correspond with the item numbers shown on the purchase order.

9.5 Quantity, unit and price of each item must be shown. All prices should be extended on the invoice.

9.6 Total all extensions on invoice.

9.7 Discount, if applicable, must be stated, extended and deducted to arrive at a NET TOTAL for invoice.

9.8 Shipment date of merchandise must be shown.

9.9 Date of purchase order must be shown.

10. Payment:

10.1 Payment normally will be made to the Respondent within 30 days after receipt of a properly prepared original invoice or the receipt of and the acceptance of goods ordered, whichever is later.

10.2 Payments for merchandise purchased with District appropriated funds will be made through District approved and manually signed purchase orders issued by District's Purchasing Services. Payments by qualified ordering entities will be made through the District's Accounting System.

10.3 Partial payments are an exception, but may be made with the prior written approval of the paying entity.

10.4 A purchase for goods or services cannot be made using District funds without prior approval from Purchasing Services in the form of an approved Purchase Order. All invoices shall reflect Purchase Order dates that are on or after Purchasing Services' final approval print date.

10.5 The District reserves the right to adjust any invoice which is in error due to incorrect quantity(s), printing errors or pricing of services or goods on this contract. Upon either written or verbal notification the provider will promptly adjust the error within thirty (30) days from the date the provider is notified of the error.

11. Cancellation:

11.1 Cancellation of Contract Orders: Orders are canceled in writing by the District. Orders may be canceled without the consent

of the Respondent for failure to meet contractual obligations. If cancellation is requested by District for some other reason, through no fault of the Respondent, the Respondent's permission to cancel is required. All correspondence from the Respondent pertaining to the cancellation of an order is to be addressed to the District. In the event the successful respondent shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, District shall give the successful respondent written notice of such default; and in the event said default is not remedied to the satisfaction and approval of District within five (5) working days of receipt of such notice by the successful respondent, default will be declared and all the successful respondent's rights shall terminate.

11.2 Authorized Relief from Performance (Force Majeure): The District will grant relief, as necessary, from performance of the contract if Respondent is prevented from compliance and performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Respondent. The burden of proof for the need of such relief rests with the Respondent. To obtain release based on Force Majeure, the Respondent must provide the District with sufficient documentation to show that suitable merchandise or service is unobtainable from any source.

11.3 Termination/Cancellation of Contract: The District reserves the right to cancel entire contract or any portion of a contract with any Respondent that fails to perform in accordance with contract terms and conditions. The District and Contractor each shall have the right to terminate Contract without cause on thirty (30) days written notice to the other. The Contract will be monitored for acceptable services rendered throughout the contract period. The District will have the option to cancel the Agreement within thirty (30) days from notification. In the event of any actual contract termination/cancellation, District will not be held responsible for loss of business or any termination expenses incurred by the Respondent.

11.4 Non-Appropriation of Funds **–** The District intends to remit to the Contractor all payments for the full term if funds are legally available. In the event no funds or insufficient funds are appropriated and budgeted for the services and funds are otherwise unavailable, by any means whatsoever, in any fiscal period in which the Payments for the services are due under any Agreement as a result of this solicitation, the District shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify the Contractor and any assignee of such occurrence. The Agreement(s) shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, without penalty, liability or expense to the District of any kind, except as to (i) the portions of the Payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and (ii) District's other obligations and liabilities under the Agreement(s) relating to, accruing or arising prior to such termination. In the event of such termination, Contractor, at their expense, shall retrieve the equipment, effective on the date of such termination.

11.5 TERMINATION FOR DEFAULT: District reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of District in the event of breach or default of this contract. District reserves the right to terminate the contract immediately in the event the successful respondent fails to:

- 11.5.1 meet schedules;
- 11.5.2 defaults in the payment of any fees;
- 11.5.3 otherwise perform in accordance with these specifications.

11.6 Breach of contract or default authorizes District to exercise any or all of the following rights:

- 11.6.1 District may take possession of the assigned premises and any fees accrued or becoming due to date;
- 11.6.2 District may take possession of all goods, fixtures and materials of successful respondent therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereinafter becoming due.
- 11.6.3 District reserves the right to award canceled contract to next lowest and best respondent as it deems to be in the best interest of District. In such event, the District shall charge the canceled respondent the difference for any additional cost of such quoted item(s) from the next lowest and best respondent.

12. Other Provisions:

12.1 Texas state law requires that a purchasing preference be given to any product made from recycled material if the product meets written specifications as to quality and quantity. If a product quoted on this solicitation contains recycled material, please identify the item number and report the percent of all recycled material in the product and the percent of post-consumer material used in the product. "Post- consumer" means material that has been recycled after sale to a consumer as opposed to reuse of manufacturing waste material prior to sale. In addition, identify any products that meet the criteria of "Environmentally Sensitive."

12.2 Information Request: Please send information on any products not listed in this contract that are related and available through your company which contain recycled material along with the percent of post- and pre-consumer content to:

McAllen Independent School District
ATTN: Purchasing Services (RFCQ #/Name)
2000 N. 23rd Street
McAllen, TX 78501

12.3 When quoting, please consider the following:

- 12.3.1 Packing & Packaging: Use of the minimum amount of packing and packaging material consistent with assuring no damage to product in transit. The use of recyclable and recycled material content packing and packaging material is preferred.
- 12.3.2 New or Un-used: The terms shall not be interpreted to exclude the use of recycled content materials in products supplied. Nothing in a solicitation shall be construed to preclude the use of recycled content materials in a product regardless of any referenced specifications such as ANSI, ASTM, or Federal specifications so long as the material meets the performance requirements of such specifications and all required laws and regulations.
- 12.3.3 Material Safety Data Sheets: A Respondent must provide, at no cost, at least one copy of any applicable Manufacturer's Material Safety Data Sheet(s) (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement.
- 12.3.4 OSHA: All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC or NEMA.
- 12.3.5 Asbestos Management Plan: All contractors are required to review the Asbestos Management Plan for all District-owned facilities prior to performing any work or services at District-owned facilities. Asbestos Management Plans may be reviewed at each school site or at the Facilities Maintenance and Operations Department.

12.4 Advertisement: Respondents are prohibited from using contract award information, sales values/volumes and/or District

customers in sales brochures or other promotions, including press releases.

12.5 Items supplied under this contract shall be subject to District's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful respondent at the next service date at no expense to District. If item is not picked up within one (1) week after notification, the item will become a donation to District for disposition.

Any questions regarding this RFCQ must be emailed through the questions tab option located within the solicitation posted on the District's bidding portal https://mcallenisd.ionwave.net/Login.aspx.