CONTRACT REQUIREMENTS

For establishing the terms and conditions for the contract, awarded Proposer shall hereby be known as Contractor.

1. **DESCRIPTION**. Round Rock Independent School District ("RRISD" or the "District") is seeking to establish an agreement with multiple Businesses, Public or Private Organizations or other entities that wish to provide plumbing supplies required to support the maintenance of the District. Products are to be available for in-store purchase or delivery. ***This solicitation replaces contract 21-032 (expiration date October 31, 2025). All awarded vendors must submit a new response for this solicitation for award consideration.***

2. **TERM OF CONTRACT**.
   - 2.1. The contract created by an award of this Solicitation shall be in effect from date of award through October 31, 2030.
   - 2.2. RRISD reserves the right to conduct reviews of vendor performance at any time during the contract period.
   - 2.3. RRISD may terminate the contract, with or without cause, at any time during the contract period.

3. **TYPE OF CONTRACT**. Firm-Fixed Discount.
   - 3.1. Discounts shall remain firm for the life of the contract, including any extensions if exercised.
   - 3.2. The percentage discount offered is based on the current published catalog, and pricing will remain firm until a new catalog is distributed.

4. **QUOTES**. For orders totaling $500.00 or more, the District reserves the right to request quotes from one or more Suppliers, to establish best price.

5. **PURCHASE METHODS**. It is anticipated that the Maintenance Department will use the following methods to purchase through the Contract as needed. The Maintenance Department will determine which products they wish to purchase based on the following, but not limited to price, availability and/or location.
   - 5.1. ***Purchase Order***.
     - 5.1.1. Blanket purchase orders may be issued for parts purchased from a Supplier.
   - 5.2. ***Procurement Card***.
     - 5.2.1. Maintenance Department personnel may purchase parts using a District-issued procurement (credit) card.
     - 5.2.2. No personal, non-District issued credit cards are to be accepted for this Contract.
   - 5.3. RRISD will not be responsible for any goods delivered or services performed without a properly executed purchase order or procurement card purchase.

6. **DELIVERY REQUIREMENTS**.
   - 6.1. All products shall be delivered F.O.B. destination, freight prepaid and allowed.
   - 6.2. The District expressly reserves all rights under law, including but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery and to reject defective or non-conforming deliverables.
   - 6.3. For orders or deliveries requiring a large truck, Contractor must notify the receiving department prior to arrival.
   - 6.4. ***Hours of Delivery***. Delivery shall be made during the normal working hours listed below unless prior approval for after-hours delivery has been obtained from the District.
     - 6.4.1. District Warehouse and Other Facilities. Delivery times shall be 8:30 AM to 4:30 PM Central Time on normal District Business Days.
   - 6.5. ***Standard Delivery***. It is anticipated that Maintenance Department personnel will either pick-up required parts or request a common carrier for deliveries.
   - 6.6. ***Hot Shot Delivery***. It may be necessary for the District to request a hotshot delivery of a part within 1-hour due to critical need of the part or the inability of the employee to leave the job site.

7. **SUPPLIER TO PACKAGE DELIVERABLES**. The Supplier will package deliverables in accordance with good commercial practice, unless otherwise provided in the specifications or Solicitation terms and conditions:
   7.1. Each shipping container shall be clearly and permanently marked as follows:
      7.1.1. The Supplier's name and address;
      7.1.2. The District's name, address and purchase order or purchase release number and the price agreement number if applicable;
      7.1.3. Container number and total number of containers, e.g. box 1 of 4 boxes; and
      7.1.4. The number of the container bearing the packing slip.
      7.1.5. The Supplier shall bear cost of packaging.
   7.2. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. The District's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

8. **CONDITION OF PRODUCTS**. All parts shall be new and unused, of current production, and in first class condition, including containers suitable for shipment and storage, unless otherwise specified in the Solicitation.

9. **WARRANTY**.
   9.1. Except as expressly stated, at a minimum, the warranty for all items provided shall be manufacturer's minimum standard warranty.
   9.2. Contractor shall be an authorized distributor or manufacturer of the product(s) offered.