



RFP Number: 19-02 Student Athlete/Performing Art Accident Insurance

PURPOSE OF THE RFP

Proposals are being solicited for the Intercollegiate Athletics Play/Practice Accident Insurance Plan at Cisco College. Proposals shall include all intercollegiate athletes and all Performing Art Students. Specific plan details are outlined in this document. Contract period covers years 2019-2020 (August 1, 2019 to July 31, 2020) with the option of annual renewals upon written acceptance by both parties. Maximum renewal 4 years. This does not imply a 4 year rate guarantee but rather gives the College the option to remain with the same partner without a formal bid process using the above stated criteria as well as the OPTION TO RENEW.

OPTION TO RENEW

Cisco College reserves the option, at the expiration of this Agreement (July 31, 2020) to renew this Agreement in one year increments provided services and premiums are acceptable to the College.

**PROPOSALS MUST BE RECEIVED BEFORE:
2:00 PM Central, WEDNESDAY, MAY 8, 2019
ALL PROPOSALS SHOULD BE CLEARLY MARKED RFP 19-02
RFP OPENING 2:00PM Central, WEDNESDAY, MAY 8, 2019**

**PROPOSAL MUST BE SUBMITTED VIA HARD COPY:
Beverly Massey, time stamped at Cisco College Mail Room
before the hour and date specified for receipt of proposal. WALK INS (ATTENDEES) MUST ARRIVE BY 2:00PM.**

Pursuant to the provisions of Texas Government Code Title 10 Subtitle D Chapter 2156.121 - 2156.127, General Services Act rules and regulations adopted there under, sealed proposals will be received until the date and time established for receipt. After receipt, only the names of proposers will be made public. Prices and other proposal details will only be divulged after the award, if one is made.

REFER INQUIRIES TO:

Beverly Massey
Cisco College
Purchasing & Payment Services
Email: Beverly.massey@cisco.edu

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SECTION 1 GENERAL INFORMATION

1.1 Introduction

Cisco College is seeking competitive responses to a Request for Proposal (“RFP”) for Intercollegiate Athletics Play/Practice Accident, AND Catastrophic Insurance Plans for Cisco College Athletics. Proposals shall include all intercollegiate athletes, student managers and performing art students.

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer’s ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the needs of Cisco College.

By submitting proposals, each proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed. Each proposer also certifies that it understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the proposer. If selected by CISCO COLLEGE, the vendor will notify CISCO COLLEGE immediately of any material change in any matters with regard to which the vendor has made a statement or representation or provided information.

Proposers are cautioned to read the information contained in this Request for Proposal (RFP) carefully and to submit a complete response to all requirements and questions as directed.

1.2 Scope of Goods and/or Services

1.2.1 Intercollegiate athletic insurance to cover all active and registered participants, including coaches, involved in the intercollegiate athletic programs of Cisco College (cheerleaders, band, Belles, football, women’s basketball, women’s volleyball, women’s softball, women’s soccer, baseball, men & women’s rodeo, and men & women’s theatre)

1.2.3 Coverage to be while participating in supervised play and practice for an intercollegiate athletic team or performing group of which he/she is registered member, including supervised travel to and from such play or practice.

1.2.4 Cisco College is requesting proposals for a One (1) year policy that includes a Two (2) year benefit period.

1.3 Term of Award

Contract period covers athletic years 2019-2020(August 1, 2019 to July 31, 2020)
one year with the option to renew up to 4 years.

OPTION TO RENEW

Cisco College reserves the option, at the expiration of this Agreement (July 2020) to renew this Agreement in one year increments, up to four years, provided services and premiums are acceptable to the College and the awarded vendor

1.4 Schedule of Events

CISCO COLLEGE will make a good faith effort to follow the timeline below for evaluating, negotiating and issuing an award:

Distribution of RFP, including ESBD	April 16, 2019
Deadline for Questions	May 1, 2019 4:00 pm Central
Deadline for Submission/Delivery of Proposals.....	May 8, 2019 2:00 pm Central
Evaluation of Proposals	May 8-10, 2019
Board of Trustees Award Recommendation.....	Monday, May 13, 2019
Award Notice.....	Tuesday, May 14, 2019
Implementation of Program.....	August 1, 2019

SECTION 2 PROPOSAL REQUIREMENTS AND PROCEDURES

2.1 Questions by Proposers

Questions must be submitted via email (beverly.massey@cisco.edu) or in writing by the date indicated in the section entitled "Schedule of Events." The questions, the written CISCO COLLEGE response, and addenda related to the RFP, if any, will be available in the Cisco College Purchasing Department, and posted to the website @ www.cisco.edu. Only those replies to inquiries which are made via electronic email to: beverly.massey@cisco.edu/or written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. If CISCO COLLEGE determines a question has been sufficiently answered in the RFP, the inquiring proposer will be referred to the relevant section of the RFP. **Note: It is the responsibility of the proposer to check with the Purchasing Department @ 325-794-4433 for any and all addenda posted for this RFP.**

Questions must be emailed, faxed or submitted in writing to the following:

Beverly Massey
beverly.massey@cisco.edu
Cisco College
Purchasing & Payments Services
101 College Heights
Cisco, Texas 76437
Fax: 254-442-5100

2.2 Communications with CISCO COLLEGE Personnel

Except as provided in this RFP and as otherwise necessary for the conduct of ongoing CISCO COLLEGE business operations, proposers are expressly and absolutely prohibited from engaging in communications with college personnel who are involved in any manner in the review and/or evaluation of the proposals, selection of a proposer, and/or negotiation or formalization of an agreement. If any proposer engages in conduct or communications that CISCO COLLEGE determines is contrary to the prohibitions set forth in this section, CISCO COLLEGE may, at its sole discretion, disqualify the proposer and withdraw the proposer's proposal from consideration.

Any notice under this agreement shall be in writing and delivered to the party to be notified either by messenger or by United States Postal Service. Notice will be effective upon delivery by messenger service or four (4) business days after the date of mailing by prepaid certified mail, return receipt requested via USPS. The name and address of the person who may be contacted on behalf of CISCO COLLEGE for purposes of notice is the purchaser indicated in the section entitled "Questions by Proposers."

2.3 Proposal Formatting and Presentation Requirements (for mailed and/or delivered proposals)

2.3.1 ALL PROPOSALS SHOULD BE CLEARLY MARKED INSURANCE RFP 19-02

The proposal itself must contain all the components listed in Section 3, "Response Contents," and they must be presented in the following order:

- Schedule of costs and fees
- Scope of work, including a program overview
- Insurance and bonds
- HUB subcontracting plan (required for proposals valued at \geq \$100,000; see the section entitled "HUB Subcontracting Plan")
- Signed affirmations

2.3.2 The response should include a transmittal cover page, including the RFP Name and RFP Number from the cover page of the solicitation.

2.3.3 The response should include a table of contents, which should contain sufficient detail to facilitate easy reference to the sections of the proposal, as well as separate attachments.

- 2.3.4 Preprinted material should be referenced in the proposal and included as labeled attachments, provided as a separate section of the proposal and clearly identified in the table of contents. It is not recommended that proprietary information is included in the document, it will not however disqualify the bid. All proprietary documents should be clearly marked as such to avoid distribution to any request under the TEA “[The Public Information Act, formerly known as the Open Records Act, is located at chapter 552 of the Government Code](#)”. See section 2.12
- 2.3.5 All pages are to be typed on 8 ½ x 11-inch paper and numbered sequentially.

2.4 Submittal Instructions for Mailed/Delivered Proposals

- 2.4.1 CISCO COLLEGE *requires* that all proposals be submitted hard copy paper format using this entire Request For Proposal document to insure complete uniformity of wording of all proposals.
- 2.4.2 **One original and one individually-bound copy** of the completed proposal are required for the **mailed or hand delivered submittals**.
- 2.4.3 Proposals must be signed by the responding company’s official authorized to commit such proposals. ***Failure to sign the Execution of Offer will be basis for proposal disqualification.*** NOTE: The original signature on the ONE required original will serve as the official signature of record for all copies.
- 2.4.4 Proposals should be submitted in a sealed envelope or box clearly identified and marked with the name of the RFP (as shown on the cover page of this RFP) and the opening date.
- 2.4.5 All proposals must be received by CISCO COLLEGE no later than the date and time indicated in the section entitled “Schedule of Events.”

MAIL PROPOSALS TO:

Cisco College
Purchasing & Payment Services
Attn: Beverly Massey
101 College Heights
Cisco, Texas 76437

DELIVER PROPOSALS TO:

Cisco College
Purchasing & Payment Services
Room 101, Harrell Fine Arts Building
101 College Heights
Cisco, Texas 76437

2.5.7 **Electronic email, Telephone and/or facsimile (fax) responses to this RFP are not acceptable.**

- 2.5.8 Late proposals properly identified will be returned to proposer unopened. Late proposals will not be considered under any circumstances.

2.6 HUB Subcontracting Plan

All proposals that are \$100,000 or greater in value must contain a properly completed HUB Subcontracting Plan (HSP). HSP forms can be found at www.window.state.tx.us/procurement under the “Historically Underutilized Business (HUB) Program” link.

2.7 Right to Modify, Rescind, or Revoke the RFP

CISCO COLLEGE reserves the rights to modify, rescind, or revoke this RFP in whole or in part at any time prior to the date on which the authorized representative of CISCO COLLEGE executes an agreement with the selected proposer.

2.8 Signature and Certification of Proposing Vendor

The proposal must be signed and dated by a representative of the proposer who is authorized to bind the proposing vendor to the terms and conditions contained in this RFP and to compliance with the information submitted in the proposal. Each proposer submitting a proposal certifies to both (a) the completeness and accuracy of the information provided in the proposal and (b) the authority of the individual whose signature appears on the proposal to bind the proposer to the terms and

conditions set forth in this RFP. Proposals submitted without the required signature shall be disqualified.

2.9 Compliance with Applicable Laws, Regulations, Ordinances, Board of Regents Policies, CISCO COLLEGE Policies and Procedures

By submitting a proposal, the proposer agrees to and shall comply with all applicable local, state, and federal laws and regulations, as well as with all applicable policies and procedures of the Cisco College. The college policies and procedures may be accessed at the Dean of Business Services Department, Cisco College.

2.10 Compliance with RFP Requirements

By submitting a proposal, a proposer agrees to be bound by the requirements set forth in this RFP. CISCO COLLEGE, at its sole discretion, may disqualify a proposal from consideration if CISCO COLLEGE determines a proposal is non-responsive and/or non-compliant in whole or in part with the requirements set forth in this RFP.

2.11 Binding Effect of Proposal

Unless otherwise agreed in writing signed by the Purchasing & Payment Department, each proposer agrees to and shall be bound by the information and documentation provided with the proposal, including prices quoted for services.

2.12 Use and Disclosure of Information

Proposers acknowledge that CISCO COLLEGE is an agency of the State of Texas and is therefore required to comply with the Texas Public Information Act Texas Gov't Code Ch. 552. If a proposal includes proprietary data, trade secrets, or information the proposer wishes to except from public disclosure, then the proposer must specifically label such data, secrets, or information as follows: "PRIVILEGED AND CONFIDENTIAL – PROPRIETARY INFORMATION." To the extent permitted by law, information labeled by the proposer as proprietary will be used by CISCO COLLEGE only for purposes related to or arising out of the (a) evaluation of proposals, (b) selection of a proposer pursuant to the RFP process, and (c) negotiation and execution of an agreement, if any, with the proposer selected.

2.13 Validity Period

Proposals are to be valid for CISCO COLLEGE acceptance for a minimum of 180 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays. Proposals, if accepted, shall remain valid for the duration of the agreement.

2.14 Extension of Pricing and Terms and Conditions

Proposers are requested to extend the pricing and all terms and conditions offered in their proposal to state agencies listed as institutions of higher education as defined by Section 61.003, Education Code, Gov't Code Section 2155.134, as well as other State of Texas "Certified," public educational entities. In the event an award is made, the individual agencies may or may not elect to use the agreement.

2.15 Withdrawal or Modification

No proposal may be changed, amended or modified after it has been submitted or filed in response to this solicitation, except for obvious errors in extension or as part of the negotiating process. However, a proposal may be withdrawn and resubmitted any time prior to the time set for receipt of proposals. No proposal may be withdrawn after the submittal deadline without approval by CISCO COLLEGE, which shall be based on proposer's submittal in writing of a reason acceptable to CISCO COLLEGE. See section 4.6 BAFO for negotiation process.

2.16 Risk of Loss, Damage, Delay

Proposer acknowledges and agrees to release and hold harmless CISCO COLLEGE, its campus components, Board of Regents, officers, employees, agents and personnel, from and against any and all claims, liability, damages and costs, including court costs and attorneys' fees, arising out of or pursuant to submission or delivery of the proposal or failure to submit or deliver the proposal to the Purchasing and Payment Services Office at Cisco College, as designated in the submittal instruction sections of this RFP.

2.17 Proposal Opening

Proposals will be opened at Cisco College, Purchasing & Payment Services, Harrell Fine Arts Building, Room 101 at **2:00 pm, MAY 8** The proposal opening process is open to the public. For convenience, proposers wanting a list of proposals submitted can email the purchaser listed in the section entitled “Communication with CISCO COLLEGE Personnel,” after the opening requesting a list of proposals received. All submitted proposals become the property of CISCO COLLEGE after the RFP submittal deadline/opening date and will not be returned.

**SECTION 3
PROPOSAL CONTENTS**

3.1 Desired Plan Features

- 3.1.1 To ensure Cisco College receives proposals from a reputable and experienced insurance company, bidder’s must **have at least 10 collegiate references, and at least 3 schools within NJCAA region 5** that they write secondary athletic insurance for within the state of Texas.
- 3.1.2 All bids must be from an A rated insurance carrier and include the following benefits: Coverage for HMO/PPO denials, Heart & Circulatory, Pre-existing or Re-injury, Expanded Medical and Off-season conditioning. Policies must have a **2-year** benefit period. If you choose to offer a fully insured plan design, as opposed to our current aggregate deductible plan design, please quote \$0 specific and disappearing deductible.
- 3.1.3 **Bidder must show proof of their direct discounts with Abilene Bone and Joint Clinic, Action Sports Medicine, Abilene Imaging Center and Texas Midwest Surgery Center**
- 3.1.4 Bidders must provide an explanation of the increasing NJCAA Catastrophic insurance plan deductible (2019-2020) and how they would manage that in order to keep our costs the same. A plan to keep our catastrophic insurance deductible at \$25,000 would be ideal.
- 3.1.5 **Selection of medical providers is at the sole discretion of CISCO COLLEGE.**
- 3.1.6 Bidders must utilize a TPA that is experienced in secondary athletic insurance claims. Please confirm this by listing your ICS programs in Texas along with regarding the discount networks you use and a description of the claims discounting process/methodology. Also please explain how your proposed TPA handles the following items-Game Ready Units, PRP injections, Stem cell injections, Sport hernias and other services that are common place in sports medicine but major medical carriers deem to be NOT medically necessary or experimental.
- 3.1.7 Please explain how you will assist our sports medicine staff with an online digital portal to file claims, research claims, status and integrate with the college’s injury tracking software.

3.2 Current Plan Features, History, Number of Athletes/Managers

3.2.1 Current Plan-Features-Coverage Limits

<u>PLAN TYPE</u>	<u>DEDUCTIBLE</u>	<u>BENEFIT PERIOD</u>
<u>EXCESS/ secondary accident insurance, aggregate deductible plan design</u>	\$0 Specific Deductible \$128,220 Aggregate Deductible	<u>2 YEAR</u>

- Accidental Medical Expense Maximum: \$25,000
- Accidental Death and Dismemberment: \$10,000/\$500,000 Aggregate
- Expanded Medical: Included
- HMO/PPO Denials: Included
- Heart and Circulatory: Included
- Pre-existing conditions: Included
- Off-season conditioning: Included
- Physical Therapy: 100% to plan max (\$25,000)
- Dental Benefit: 100% to plan max (\$25,000)
- Orthopedic Appliance: 100%
- Ambulance services: 100%
- Incurring period for first expense: 90 days or within a reasonable time period
- Coverage Term: Annual with a **2year** benefit period.
- COVERAGE BACKER included- provides monthly terminations or current status

Covered sports: Band, Baseball, Basketball, Cheerleading, Football, Softball, Soccer, Volleyball, Dance

3.2.3 Athletic Insurance-Premiums/ Claims History ****CURRENT BROKER DISSINGER REED FROM 2014-15-CURRENT**

ICS YEAR	Aggregate deductible attachment point (if applicable)	PREMIUM/ Claims Administration	CLAIMS PAID AS OF 4/15/2019
2012-13	FULLY INSURED PLAN	\$150,421	
2013-14	FULLY INSURED PLAN	\$107,332	\$77,377
2014-15	FULLY INSURED PLAN	\$103,754	\$95,895
2015-16	\$125,000	\$48,000	\$54,531
2016-17	\$115,000	\$47,000	\$89,608
2017-18	\$121,500	\$47,000	\$126,228
2018-19	\$128,220	\$48,235	\$55,968
			\$6,202

3.2.4 Sports Census CISCO COLLEGE 2019-2020

<u>SPORT</u>	MEN	WOMEN	TOTAL
Band	12	12	24
Baseball	55	0	55
Basketball	0	17	17
Cheer/Dance	4	28	32
Football (Fall)	100	0	100
Football (Spring)	70	0	70
Soccer	0	36	36
Softball	0	25	25
Student Managers	8	10	18
Volleyball	0	20	20
Rodeo	25	25	50
TOTAL			

3.3 Qualified Proposers

3.3.1 The principal parties must be licensed, the Carrier must meet or exceed the necessary prescribed RFP specifications and an authorized officer of the underwriting company must sign the proposal.

3.3.2 Qualified bidders must have a minimum of 10 years' experience adjudicating intercollegiate athletic claims on a secondary/excess basis **and experience with at least 3 schools within NJCAA region 5.**

3.4 Insurance Ratings

Cisco College *prefers* that any insurance policy secured to fulfill requirements for the Intercollegiate Athletics Play/Practice Accident Insurance Plan for CISCO COLLEGE must be underwritten by an insurance company having an A.M. Best rating of "A-" or above, or, a Standard & Poor's Claims paying ability rating of "A-" or above. The most recent insurance industry rating must be included with each proposal. The proposer should also present available rankings for the last five years and explain any changes. Source and date must be specified.

3.5 The approved Carrier shall notify CISCO COLLEGE in writing, no later than May 15 each year of their proposed percentage increase for the following athletic year, if any. Rate increases should be based on current Cisco College claim payments, medical trend and inflation, reasonable commissions or fees plus any State insurance rating mandates

3.6 **Alternate Proposals-Please read and review carefully**

CISCO COLLEGE may consider alternate proposals submitted by a proposer. Cisco College is currently researching any and all means to secure the most advantageous secondary student/athlete accident insurance coverage available. This acceptance of alternate proposals **will open the RFP** to accept alternate ideas, suggestions, and or proposals for the college to consider. Proposers submitting alternate proposals should (i) clearly identify any exceptions taken to the requirements and specifications set forth in this RFP and (ii) include a detailed description of the alternative(s) proposed. Proposer may suggest additions to the requirements and specifications set forth in this RFP, and all such suggestions should be clearly defined. ***Alternate proposals*** should be submitted as an attachment to the proposal.

CISCO COLLEGE is always seeking ways to improve the insurance coverage/offering for our students. We rely heavily on our selected insurance broker for advice, guidance and even quotes for products like student health insurance plans, mandatory student accident insurance, primary insurance verification. Please outline how you have assisted other athletic programs and colleges in risk management/ cost control measures in the past and feel free to outline proposed policies and plan designs that you believe would be a fit for Cisco College moving forward.

SECTION 4 EVALUATION AND AWARD PROCESS

4.1 Evaluation Process

CISCO COLLEGE will utilize a proposal evaluation team for the evaluation of this RFP. The award will be based on the proposal judged to be in the best interest of CISCO COLLEGE, and the judgment in this regard shall be considered final. Any agreement resulting from this request shall be awarded to the proposer providing the “best value” to CISCO COLLEGE.

Under section 51.9335 of the Texas Government Code in determining what is the best value to an institution of higher education, CISCO COLLEGE shall consider the purchase price, the reputation of the proposer and of the proposer’s goods or services, the quality of the proposer’s goods or services, the extent to which the goods or services meet CISCO COLLEGE needs, the proposer’s past relationship with CISCO COLLEGE, the impact on the ability of CISCO COLLEGE to comply with laws and rules relating to historically underutilized businesses and to the procurement of goods and services from persons with disabilities, the total long-term cost to CISCO COLLEGE of acquiring the proposer’s goods or services, and any other relevant factor that a private business entity would consider in selecting a vendor.

4.2 Proposer’s Acceptance of Evaluation Process

Submission of a proposal indicates proposer’s acceptance of the evaluation technique and proposer’s recognition that some subjective judgments must be made by CISCO COLLEGE during the evaluation.

4.3 Consideration of Additional Information

Consideration may also be given to any additional written information and comments that may serve to clarify the proposal information to CISCO COLLEGE.

4.4 Oral Presentations/Interviews

Upon completion of the initial review and evaluation of the proposals submitted, selected proposers may be invited to participate in oral presentations. Oral presentations/interviews are an option of the evaluation team and may or may not be conducted; therefore, proposals should be complete when submitted by the deadline indicated in the section entitled “Schedule of Events”. Please refer to section 4.6 Best and Final Offer. Meetings of selected proposers may take place in the event clarification and negotiation is deemed necessary by Cisco College. All proposers would be made aware of the meeting time, and addendum discussions will be available online and/or by written or email request.

4.5 Award Process

During the opening, proposals will be acknowledged publicly to identify the names of the proposers, but will be afforded security sufficient to preclude disclosure of the contents of the proposal, including prices or other information, prior to award. After opening, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification, or on the basis of negotiation with any of the proposers or, at CISCO COLLEGE sole option and discretion, CISCO COLLEGE may discuss or negotiate all elements of the proposal with selected proposers which represent a competitive range of proposals. For purposes of negotiation, a competitive range of acceptable or potentially acceptable proposals may be established comprising the highest rated proposal(s).

4.6 Best and Final Offer

When deemed appropriate, after the submission of proposals but before the final selection of the successful proposal, CISCO COLLEGE may permit a proposer to revise its proposal in order for CISCO COLLEGE to obtain a best and final offer. CISCO COLLEGE will provide each proposer via email within the competitive range with an equal opportunity for discussion and revision of their proposal, and a proposer may elect not to amend their original proposal. CISCO COLLEGE is not bound to accept the best-priced proposal if that proposal is not the most advantageous to CISCO COLLEGE as determined by the evaluation team.

4.7 Award of Agreement

CISCO COLLEGE reserves the right to award an agreement for all or any portion of the requirements proposed by reason of this request, award multiple agreements, or to reject any and all proposals if deemed to be in the best interests of CISCO COLLEGE and to re-solicit for proposals, or temporarily or permanently abandon the solicitation. If CISCO COLLEGE awards an agreement, it will award the agreement to the proposer whose proposal is the most advantageous to CISCO COLLEGE, considering price and the evaluation factors set forth in this RFP.

CISCO COLLEGE intends to negotiate and award an agreement with the vendor submitting the proposal the evaluation committee determines best meets Cisco College's requirements and is considered to be the best value overall. The agreement is a non-exclusive agreement, and CISCO COLLEGE reserves the right to enter into one or more agreements with third parties covering the same or similar services.

The proposer may submit its standard agreement for review by CISCO COLLEGE. The agreement entered into by the parties shall consist of the RFP, the signed proposal submitted by the vendor, the specifications including all the modifications thereof, a written agreement, and purchase order(s), all of which shall be referred to collectively as the agreement documents.

4.8 Proposer/Vendor Protest

Any actual or prospective proposer or vendor who is aggrieved in connection with the solicitation, evaluation or award of an agreement may formally protest to the Managing Director of Purchasing and Contracting. You may access the Cisco College Open Records Request and Vendor Protest Procedures by contacting the Purchasing and Payment Services at Cisco College.

**SECTION 5
Proposer Information**

5. Proposer Information and Signature

Proposer certifies that the individual signing this document and the documents made a part of this RFP is authorized to sign such documents on behalf of proposer and to bind proposer under any agreements and other contractual arrangements that may result from the submission of proposer's proposal.

By signing the proposal, the vendor certifies that if a Texas address is shown as the address of the vendor, the vendor qualifies as a Texas Resident Bidder, as defined in TBPC Rule 1 Texas Administrative Code, section 111.2.

Payee Identification Number (PIN): _____

Sole Owner should also enter social security No.: _____

Proposer/Company: _____

Name (Typed/Printed): _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

Signature (INK): _____

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

**SECTION 6
EXECUTION OF OFFER AND AFFIRMATIONS**

Signing this proposal with a false statement is a material breach of agreement and shall void the submitted proposal or any resulting agreements, and the proposer may be removed from all proposal lists. By signature hereon affixed, the proposer hereby certifies that:

- 6.1 The proposer is not currently delinquent in the payment of any debt or taxes owed the State of Texas.
- 6.2 Proposer agrees that any payments due under this agreement will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 6.3 Proposer certifies as follows: "Pursuant to Section 231.006, Family Code, re: child support, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate."
- 6.4 The proposer 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 submitted proposal.
- 6.5 The proposer has not received compensation for participation in the preparation of the specifications for this RFP.
- 6.6 Neither the proposer nor the firm, corporation, partnership or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 6.7 The proposer certifies that the vendor and/or principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a government entity with commission of any of these offenses.
- 6.8 Proposer agrees to comply with Government Code 2155.4441, pertaining to service agreement use of products produced in the State of Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
- 6.9 Proposer certifies that they are in compliance with section 618.003 of the Government Code, relating to contracting with executive head of a State agency. If section 618.003 applies, proposer will complete the following information in order for the proposal to be evaluated:

Name of Former Executive: ____
 Name of State Agency: ____
 Date of Separation from State Agency: ____
 Position with Proposer: ____
 Date of Employment with Proposer: _____

- 6.10 The proposal must include the name and Social Security Number of each person maintaining an ownership interest of 25% or more of the business entity submitting the proposal. Vendors that have pre-registered this information on the Texas General Services Commission Centralized Master Bidders' List will be deemed to have satisfied this requirement.

NAME

SSN

SECTION 7

OFFICIAL NOTICES

Boycott Israel: Government Code 2270 prohibits governmental entities from contracting with companies who boycott Israel. The District will review Texas Comptroller website list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Terrorist Organization: Government Code 2252 – Contracting with Governmental Entities prohibits governmental entities from contracting with Iran, Sudan, or any known terrorist organization. The District will review Texas Comptroller website list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

House Bill 1295 In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. This new law stipulates the College may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties. If you submit a Proposal as part of this solicitation that results in a contract valued at \$50,000 or more, and that Proposal is accepted by the Cisco College Board of Regents, you will be required to complete Form 1295 on the Texas Ethics Commission website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed _____

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local government entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.