



**Request for Proposal
RFP#21-01
HVAC Abilene- 2 Carrier Units**

Location 1: Abilene Educational Center, 717 East Industrial Blvd., Abilene, TX 79602

***ISSUED BY
CISCO COLLEGE***

Sealed offers subject to the terms and conditions of this Request for Proposal, for the above referenced will be received until

10 AM CST, Thursday, May 6, 2021

at which time the offers will be opened and recorded. Offers received after the specified time will be disqualified.

Legal Name of Contracting Company

Contact Person

Title

Telephone Number

Facsimile Number

E-Mail Address

Complete Mailing Address

City/State

Zip

Website

Authorized Signature

Printed Name

**SECTION I
QUESTIONNAIRE**

1. Do you accept credit cards for payment? _____

2. What are your net terms of payment? _____

3. If you intend to deviate from the Standard Terms and Conditions, Specifications, or other requirements associated with this solicitation, you must list or reference all such deviations on this form, and provide complete and detailed information regarding the deviations below. Cisco College will consider any deviations in its Agreement award decision, and reserves the right to accept or reject a bid based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, you assert that you will fully comply with the Standard Terms and Conditions, Specifications, and all other requirements associated with this solicitation if awarded an Agreement.

List and fully explain any deviations:

Please provide a detailed summary of your proposed products and services that are specified in the Scope section of this RFP. All products should be identified by name brand and or full description. Products used shall be industry safe and compliant with industry standards.

Variations from Scope of work may be qualified for review and discussion.

QUALIFICATIONS

1. Company's Dun & Bradstreet (D&B) number: _____

2. List the following -

A: Contract Administrator _____
Name Title

Telephone Number Facsimile Number E-Mail Address

B: Order Desk Contact: _____
Name Title

Telephone Number Facsimile Number E-Mail Address

3. Provide information regarding if your company has been involved in any litigation bankruptcy or reorganization in the past seven (7) years:

4. Customer price quotes and invoices must show Purchase Order number to be issued after contract and pricing should reflect the pricing in this offer.

5. Felony Conviction Disclosure - Subsection (a) of Section 44.034 of the Texas Education Code, which is applicable to community colleges in the State of Texas, states:

“A person or business entity that enters into an Agreement with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

“A school district may terminate an Agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the Agreement.”

Please check one of the following:

____ Offeror is a publicly held corporation. (Advance notice requirement does not apply to publicly held corporation.)

____ Offeror is not owned or operated by anyone who has been convicted of a felony.

____ Offeror is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of felon(s): _____

Conviction details: _____

Location

Texas Resident Information: Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a “resident” offeror is one whose principal place of business is in Texas, including one whose ultimate parent company or majority owner has its principal place of business in Texas.

Location of Principal Place of Business (City/State): _____

Section 44.031(b) of the Texas Education Code establishes certain criteria that a community college in the State of Texas must consider when determining to whom to award an Agreement. Among the criteria for certain Agreements is whether the vendor or the vendor’s ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither bidding company nor the ultimate parent company or majority owner has its principal place of business in Texas, does offeror, ultimate parent company, or majority owner employ at least 500 people in Texas?

_____ Yes _____ No

What is the specified amount or percentage? _____

DEBARMENT

Neither the offeror nor an owner or principal of offeror has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension,” as described in the Federal Register and Rules and Regulations.

_____ No, offeror is not currently debarred, suspended or otherwise ineligible.

_____ Yes, offeror is currently debarred, suspended or otherwise ineligible.

EXPERIENCE

1. COOPERATIVE PROGRAM PARTICIPATION: Please place a check mark by the cooperative purchasing program that has awarded your company a current Agreement:

TASB _____

Buyboard _____

NJPA _____

TIPS/TAPS _____

Other Cooperative: _____

I have no previous experience working with a cooperative. _____

Are you a HUB Vendor _____

2. Year business was incorporated or established: _____

3. SIMILAR CONTRACTS & REFERENCES: Provide the names of three (3) contracts awarded within the last three (3) years in which your firm provided similar goods or services as proposed under this RFP.

Entity Name: _____

Goods/Services Provided: _____

Estimated Value of Contract: _____

Customer Contact Name: _____

Customer Contact Email: _____

Customer Contact Phone: _____

Entity Name: _____

Goods/Services Provided: _____

Estimated Value of Contract: _____

Customer Contact Name: _____

Customer Contact Email: _____

Customer Contact Phone: _____

Entity Name: _____

Goods/Services Provided: _____

Estimated Value of Contract: _____

Customer Contact Name: _____

Customer Contact Email: _____ Customer

Contact Phone: _____

SCOPE:

Provide labor, materials, tools, equipment, and supervision to complete the following:

Replace Two (2) Roof Top Units - 3 & 4

- Lockout and tag-out RTU's 3 & 4
- Provide crane service to disconnect and remove existing units
- Provide and install two (2) new Carrier 60 Ton RTU's
- Set new units with crane
- Reconnect using existing electrical and control wiring
- Install new units connecting to existing duct and drain lines
- Apply power, start up, and verify operation

QTY (2) CARRIER ROOFTOP UNITS-BRAND SPECIFIC

- Model 50A – 60 Ton
- 460-3-60 V/Ph/Hz
- Vertical Supply/Vertical Return
- VAV
- Premium Efficiency 25 HP Motor
- Al/Cu Cond, Al/Cu Evap
- Differential Enthalpy Economizer
- Modulating Power Exhaust
- Non-Fused Disconnect
- Double Wall
- Outdoor or Return Air RH Sensor
- Condenser Coil Hail Guard Assembly – Field Installed
- 115V Convenience Outlet – Factory Wired
- **UVC Lighting Fixtures**
- Factory Start-up
- Warranty: 1st Year Parts Only
- 1 Year Labor
- 2-5 Years Compressor Parts Only

SUPPLEMENTAL CLARIFICATIONS:

1. All work shall be performed in accordance with all applicable state and local codes and standards.
2. All work to be performed by EPA Certified Technicians and executed in a professional workman like manner.
3. All equipment and materials installed on this project shall be new and unused unless agreed on by customer and contractor and noted otherwise.
4. All work is to be performed during regular and normal working business hours, Monday through Friday, unless agreed on by customer and contractor and noted otherwise.
5. All other labor and material is excluded unless specifically mentioned in the scope above.
6. If the work is delayed or stopped at the request of the customer or by a third party, additional charges may apply.

EXCLUDES:

1. Taxes – all local, state, and federal sales and use tax has been excluded.
2. Payment and Performance Bonds are excluded. Additional pricing is available upon request.
3. Certified Payroll is excluded.
4. Existing code violations and correction thereof is excluded.
5. Connections to building fire alarm system(s) and/or any smoke control are excluded.
6. Any identification and/or removal of asbestos, lead, mercury, and other hazardous materials is excluded.

COST:

We propose hereby to furnish material and labor complete in accordance with the above specifications for the **pre-tax** sum of: _____

This proposal is valid for 30 days.

Payments to be made as follows: Due upon completion

INQUIRIES

All questions regarding this Request for Proposal should be directed to Beverly Massey, Director of Purchasing and Payment Services, preferably via email @ beverly.massey@cisco.edu, or call OFFICE (325)794-4433, CELL 254-631-8803. She will discuss inquiries with the project manager for this RFP and respond to the inquirer, via email preferably. All Q&A will be posted to the Cisco College website under this RFP, Purchasing and Payment Services- RFP#21-01 as an inquiry with answer. The inquirer will receive an email answer and there will be no other distribution of inquiries and answers, only on our website.

SOLICITATION SCHEDULE:

*****PRE OFFER MEETING @ LOCATION #1: Abilene Educational Center:**

10 AM, April 22, 2021, 717 E Industrial Blvd. Abilene, Tx 79602

ON SITE CONTACT FOR PRE OFFER MEETING: ROBERT ANDERSON 254-631-1170

Opening Date for RFP's	10 AM Thursday May 6, 2021
Offer Evaluation and Negotiations	May 6-7
Present to Board	May 10, 7 PM, 2021
Award Notification	May 11, 2021

Note: With the exception of the time and date to open RFPs, the above schedule is an estimate. The estimated schedule may be modified as schedules and conditions warrant.

TERM OF AGREEMENT

The term of the Agreement will begin upon execution of A CONTRACT TO FOLLOW the award to selected vendor. The initial period will be for one year. If both parties are in agreement on the anniversary date, the Agreement shall automatically renew for another year, for up to FOUR (4) additional one (1) year terms. The maximum term of the Agreement/Contract is FIVE (5) years. Either party may terminate the Agreement on the anniversary date, without cause, with thirty (30) days written notice and contractor's fulfillment of all outstanding purchase orders received prior to the termination date.

OFFER SUBMITTAL

Offers shall be submitted in hard copy paper format using this entire Request for proposal document to insure complete uniformity of wording of all offers. Offers may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind on the Offer Form. Additional original content information may be attached to the form to further explain the offer as necessary. *Submittal shall include one (1) original, which shall be manually signed in ink by a person having the authority to bind the firm in an Agreement*, and one (1) copy. Any proprietary or confidential information on the offer document must be clearly marked as such and kept separate in the submittal and marked "Confidential" to separate from the rest of the offer. Release of confidential information through an open records request is subject to the Texas Attorney General's discretion.

Sealed offers will be accepted up until 10AM, May 6, 2021 at:
Cisco College,
717 E Industrial Blvd.
ATTN BMassey
Abilene, TX 79602

VIA HAND OR MAIL DELIVERY ONLY

Oral, telegraphic, telephonic, e-mailed, or facsimile responses shall NOT be accepted.

At that time the offers will be publicly opened. The offer packages will be time/date stamped which shall be the official time of receipt for all packages received. Any offer package received after the time and date specified or at any other location shall be considered void and not accepted.

Offers must be enclosed in a sealed package. The outside of the package shall be labeled as follows:

**Cisco College, ATTN: Beverly Massey Purchasing Director
RFP 21-01 HVAC ABI
May 6, 2021 10am**

With the exception of pages marked “Do not return this section with your offer” include this entire RFP document with your submittal. Failure to submit all pages of this document may result in disqualification of the offer. By submittal of this bid, offeror certifies to the best of his/her knowledge that all information is true and correct.

RANKING AND SELECTION

Each offer will be evaluated and ranked within 5 days of the opening date. The evaluation criteria used for ranking is as follows:

Qualifications Products/Service	30 points
Location	20 points
Past Experience	20 points
Cost	30 points

SUBMISSION OF POST-OFFER INFORMATION

Upon request by Cisco College, each offeror shall, within the time frame requested, submit any additional information required to evaluate an offer, including any information on subcontractors.

AGREEMENT AWARD

By submitting an offer in response to this solicitation, offeror understands that it has submitted an offer to contract with Cisco College and agrees to all of the Standard Terms and Conditions.

An award will be made by The Board of Regents at the May 10,2021, 7pm meeting. Notification of awarded vendor(s) will be sent to all successful offerors and posted on Cisco College website on May 11, 2021

Upon an award, acceptance and signatures of both parties on this document becomes the executable contract for services. Execution of the contract will take place after award. Please note that no other agreement documents will be executed.

Cisco College

BY _____

TITLE _____

DATE _____

THIS PAGE INTENTIONALLY LEFT BLANK

**STANDARD TERMS AND CONDITIONS REQUEST
FOR PROPOSALS**

1.0 GENERAL INSTRUCTIONS

1.1 Definitions

- 1.1.1 “Offeror” refers to submitter.
- 1.1.2 “Contractor” refers to successful offeror awarded a contract.
- 1.1.3 “Vendor” refers to a business selling goods or services.
- 1.1.4 “Submittal” refers to those documents required to be submitted to the TACC Network by an offeror.

1.2 Contact Information

Cisco College is always conscious and extremely appreciative of your time and effort in preparing your offer. Any questions regarding this solicitation should be directed to:

Beverly Massey
beverly.massey@cisco.edu
Director of Purchasing
Cisco College
717 E Industrial Blvd
Abilene, Texas 79602

Cisco College makes no guarantee to respond to questions received less than forty- eight (48) hours **prior to the opening.**

1.3 Addenda

Any interpretations, corrections and/or changes to this Request for Proposal or extensions to the opening/receipt date will be made by addenda issued by Cisco College. An addendum will be published and distributed via Cisco College website @ cisco.edu RFP posting to all plan holders of record. However, it shall be the sole responsibility of the offeror to verify issuance/non-issuance of addenda. Submittals shall acknowledge receipt of all addenda.

1.4 Offer Preparation

Unless otherwise indicated in this solicitation, an “all or nothing” offer is not acceptable and will be rejected. ***Offeror must be willing to negotiate an award for any portion or combination of offer items. Cisco College reserves the right to negotiate for BAFO (best and final offer).***

When unit price differs from extended price, the unit price prevails.

In case of a discrepancy between the product number and description, the description shall take precedence.

When manufacturers are named in the specification, they are not meant to limit competition, but to define the minimum standard, quality, and performance of the item specified. All materials supplied will be new, first quality industrial-grade products.

Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, offeror shall state these exceptions in the offer submittal. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Cisco College reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of Cisco College.

The apparent silence of any part of the specification 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 the specification shall be made on the basis of this statement.

When specific products are specified, and an offeror is proposing products other than those specified, Cisco College reserves the right to request a sample/demo of the product for evaluation. In such cases, the offeror must provide a sample/demo of the product at no charge to Cisco College within three (3) days of the request, and is responsible for return freight of the product after the evaluation. Failure to provide an evaluation product within the three (3) day period may disqualify the offeror from further consideration. **If the offeror offers a product other than that specified, specifications must be submitted as an attachment with the offer submittal. Offers not listing manufacturer and manufacturer numbers specified as an alternate on the Offer Form will be considered as responding according to specification, and if awarded, will be required to provide exactly what was specified.**

1.5 Offer Submission

Offers shall be submitted in hard copy paper format. Offers may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind on the Offer Form. Additional original content information may be included to further explain the offer as necessary. Submittal shall include **one (1) original, which shall be manually signed in ink by a person having the authority** to bind the firm in a contract, and one copy. Any proprietary or confidential information on the offer document must be clearly marked as such and kept separate in the submittal and marked "Confidential" to separate from the rest of the offer. Release of confidential information through an open records request is subject to the Texas Attorney General's discretion.

Sealed offers will be accepted at:

Cisco College
ATTN:Beverly Massey
717 E Industrial Blvd
Abilene, Texas 79602

until the RFP closing time and date 10 AM, May 6, 2021. At that time the offers will be opened and recorded. The offer packages will be time/date stamped which shall be the official time of receipt for all packages received. Any offer package received after the time and date specified or at any other location shall be considered void and not accepted.

Oral, telegraphic, telephonic, e-mailed, or facsimile responses shall NOT be accepted.

Offers must be enclosed in a sealed package. The outside of the package shall be labeled to the attention of Beverly Massey, with the RFP number.

Offers must be submitted using this entire RFP document. Failure to submit all pages of this document may result in disqualification of the offer. By submittal of this bid, offeror certifies to the best of his/her knowledge that all information is true and correct.

1.6 Delivery of Offers-

When using a delivery service that provides its own shipping package, such as UPS or FedEx, the RFP number, name, and opening date must be included on the outside of the shipping package as well. Unlabeled offers may not be properly directed and not reach the sealed bid box before the RFP opening date and time. Cisco College is not responsible for misdirected packages. Cisco College reserves the right to waive any technicalities or informalities in the solicitation process deemed to be in the best interests of Cisco College.

1.7 Validity and Acceptance

The offer shall be subject to acceptance for a period of **ninety (90) days** unless an extension is requested by Cisco College and approved by the offeror. Cisco College reserves the right to reject any or all offers or parts of offers. Submittals cannot be altered or amended after submission deadline unless offer has been selected for negotiation with Cisco College.

1.8 Evaluation and Award

Cisco College may make such investigations as it deems necessary to determine the ability of the offeror to provide satisfactory performance in accordance with offer requirements, and the respondent shall furnish to Cisco College all such information and data for this purpose at Cisco College's request.

Minimum standard for responsible prospective offerors are as follows:

- 1.8.1 Have adequate financial resources, or the ability to obtain such resources
- 1.8.2 Be able to comply with the required or proposed schedules and project requirements
- 1.8.3 Have a satisfactory record of performance for contracts of similar scope
(complete attached reference sheet)
- 1.8.4 Have a satisfactory record of integrity and ethics
- 1.8.5 Competitive pricing
- 1.8.6 Completeness and thoroughness of offer submittal

Cisco College reserves the right to waive any or all irregularities, formalities, or other technicalities and to be the sole and independent judge of quality and suitability of any products or services offered. Cisco College may accept or reject an offer in its entirety, or may reject any part of, without affecting the remainder of the offer.

In determining to whom to award a contract, Cisco College shall proceed as follows:

Cisco College shall receive, publicly open, and record the qualified offers. The purchasing committee will submit a recommendation to the Board of Regents who will select a vendor at the May 10, 2021 7pm meeting. The awarded vendor will be notified by May 11, 2021

Cisco College shall evaluate and rank each offer submitted in relation to the published selection criteria.

Cisco College shall select the offer that offers the best value for Cisco College based on the published selection criteria and on its ranking evaluation. Cisco College shall first attempt to negotiate a contract with the selected offeror. Cisco College may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If Cisco College is unable to negotiate a satisfactory contract with the selected offeror, Cisco College shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all offers are rejected.

In determining the best value for Cisco College, Cisco College is not restricted to considering price alone but may consider any other factors stated in the selection criteria.

1.9 Delivery

Orders shall be delivered within the time proposed in the submittal or the member reserves the right to cancel orders. Shipments should be scheduled for delivery between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays.

1.10 Professional Services

This solicitation does include services that are required to be procured under Chapter 2254 Professional Services Procurement Act of the Texas Government Code. This makes this offer subject to HB

1.11 Exclusivity

Any contract resulting from this solicitation is non-exclusive. Cisco College reserves the right to obtain like goods and services from other vendors.

2.0 TERMS OF CONTRACT

2.1 Assignment

The contractor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Cisco College, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government. Contractor shall not advertise, publish or otherwise make reference to the existence of a contract between Cisco College and Contractor for purposes of solicitation government entities except when contacting Cisco College. Contractor may refer to Cisco College as an evaluating reference for purposes of establishing a contract with other entities.

2.2 Binding Agreement

This offer, when properly accepted by Cisco College, shall constitute a contract equally binding between the successful offeror and Cisco College. No different or additional terms shall become a part of this contract with the exception of a Change Order issued by Cisco College.

2.3 Supplemental Agreements

An awarded contractor for Cisco College may enter into a separate supplemental agreement for the purpose of quantifying specific goods and services for a particular project beyond those specified in this solicitation. Such supplemental agreement shall be exclusively between the contractor and Cisco College, its agents, and employees shall not be made party to any claim for breach of said agreement.

2.4 Termination

The contract shall remain in effect until contract expires or is terminated by either party with a thirty (30) day written notice prior to any cancellation, except for breach of contract. Notice of termination shall be transmitted via certified mail to the other party's designated representative. Notification must state reason for cancellation. Cisco College reserves the right to award cancelled contract to the next responsible low offeror or to purchase the service elsewhere as it deems most advantageous to Cisco College.

Cisco College may terminate a contract, in whole or in part, whenever Cisco College determines that such termination is in the best interest of Cisco College, without showing cause, upon giving written notice to the contractor. The contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

2.5 Enforcement

Cisco College reserves the right to enforce the performance of this contract in any manner prescribed by law and deemed to be in the best interest of Cisco College in the event of breach or default of this contract. Cisco College reserves the right to terminate the contract immediately in the event the contractor fails

to meet schedules or otherwise perform in accordance with these specifications.

2.6 Defective Products

The ordering Cisco College shall have the authority to disapprove or reject defective products. If required by Cisco College, contractor shall promptly, as directed, correct all defective products and shall bear all direct, indirect and consequential costs of such correction.

2.7 Audit

Cisco College reserves the right to audit the records and performance of contractor during the term of the contract and for three years thereafter.

2.8 Governing Law and Severability

The laws of the State of Texas shall govern this contract. Should any portion of this contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect.

2.9 Freight

Freight will be F.O.B. Destination/Inside Delivery/Freight Prepaid and Added. Contractor shall be responsible for all claims against the carrier for all freight and/or drayage damage. Cisco College assumes no liability for goods delivered in damaged or unacceptable condition. Contractor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification to Cisco College of damage. Shipments shall be made to the specific locations described in the ordering Cisco College purchase order.

If the contractor is required to deliver to a specified room, the contractor shall remove all packing and debris that results from set-up and installation.

2.10 Orders

Contractor shall provide the ordering contact information if different from that shown on the submittal. A purchase order(s) shall be generated by Cisco College and issued directly to the contractor with authority to obligate Cisco College member's funds. **Contractors supplying goods or services without having first received a valid purchase order do so at their own risk.**

The ordering Cisco College shall be invoiced directly by the contractor. All invoices for this Cisco College contract that was offered as a percentage discount from list MUST state Cisco College contract number, list unit price, applicable contract discount, and net unit price for each item ordered from Cisco College contract. Invoices that do not state the above required information will be returned unpaid for correction.

2.11 Payment

Payment will be made in accordance with Texas Government Code, Subchapter B, Payments and Interest, Chapter 2251.021 (b). Terms are to be 30 days net, although contractor may in addition offer early payment discounts for use by Cisco College.

Cisco College is by statute a tax-exempt public institution. Therefore, the offer price shall not include sales taxes, nor shall sales taxes be calculated on the invoices.

2.12 Indemnification

Contractor shall defend, indemnify and save harmless Cisco College, and all its officers, agents and employees who are participating in this contract from all suits, claims, actions, damages, demands or other demands of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award. Contractor shall pay any judgment with cost which may be obtained against Cisco College and participating entities growing out of such injury or damages.

2.13 **Laws and Regulations**

All equipment and services furnished under this contract shall comply with applicable federal, state, and local laws, ordinances and regulations. The contractor shall give all notices and obtain all necessary permits. Without obtaining permits or giving such notice to the authorized ordering Cisco College, the contractor shall bear all costs arising from such failure to give notice.

2.14 **Escalation Clause**

Pricing shall remain consistent during the initial term of the contract for listed items. For percent discount contracts, the percentage discounts shall remain consistent through the entire term of the contract. For unit price contracts, Cisco College may consider a unit price redetermination no earlier than thirty (30) days after award, thereafter once during each term of the contract, and at the anniversary date of the contract. All requests for price redetermination shall be in writing to Cisco College, Director of Purchasing and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A., Insurance Coverage Rates, etc. The offeror's past performance of honoring contracts at the offered price will be an important consideration in the evaluation of the lowest and best offer. Cisco College reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of Cisco College. All other terms and conditions remain the same for the duration of the contract. Price escalations are only accepted upon issue of an executed contract Change Order by Cisco College.

If during the life of the contract, the contractor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that Cisco College shall receive such price reduction.

2.15 **Discontinuance & Obsolescence**

Models proposed may be subject to change due to discontinuance/obsolescence without notice. Contractor shall immediately notify Cisco College in writing when products are discontinued. Failure to make such notification shall result in the contractor providing the upgraded or comparable model at contracted price as approved by Cisco College.

2.16 **Contract**

Any award from this solicitation does not become a contract unless and until the offer is accepted by Cisco College and its Board of Directors. Notice to the successful offeror will be made through the issuance of a written notice of award and final execution of the contract by Cisco College, whereupon the Contract becomes binding and enforceable. Contracts for awarded offers will not be executed until the awarded offeror submits all requested contract price sheets or catalogs to Cisco College for distribution to the Purchasing Committee. Contractor may submit subsequent changes to the catalog price sheets when they become available. Catalog price increases are not valid until submitted to Cisco College. The Contract is then utilized by the Purchasing Director at Cisco College, followed by a signed purchase order for the awarded products or services. Contractor must honor all purchase orders issued by Cisco College the Contract term in accordance with these Terms and Conditions.

2.17 **Force Majeure**

Force Majeure means a delay encountered by a party in the performance of its obligations under this agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Award Protest

Cisco College Board of Directors decision on awards is final. Any protest of a solicitation or its award must be received within seven days after notice of the award is posted on Cisco College website.

2.19 Bonds

Cisco College WILL require a performance bond or a payment bond from a contractor as applicable to the contract. The cost of such bond shall be in addition to the awarded contract price.

2.20 Insurance

Cisco College WILL require a contractor to carry and provide certificate of proof of liability insurance and workers compensation coverage when applicable.

2.21 Background Checks

Cisco College may in certain circumstances require background checks on contractor's employees who will have direct contact with students or staff, or for other reasons, and may require contractor to pay the cost of obtaining criminal history record information.

2.22 Intellectual Property

If any claim is or action or proceeding is brought against Cisco College that alleges that any part of the products supplied by the contractor infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest including, without limitation, any copyright or patent or any trade secret right, title, or interest, or violates any other contract, license, grant, or other proprietary right of any third party the contractor shall defend, and hold the harmless Cisco College and Cisco College member against any such claim or action and shall indemnify Cisco College against any liability, damages and costs resulting from the claim.

2.23 Default and Termination of Contract

Either party may terminate the contract in whole or in part in the event of the other party's failure to perform its obligations under the contract through no fault of the terminating party. The defaulting party shall be given at least thirty (30) days prior written notice of the default and intent to terminate. Default includes the contractor's failure to timely remit the service fee due to Cisco College.

In addition, Cisco College may terminate the contract at any time without cause. If Cisco College terminates a contract, in whole or in part, Cisco College reserves the right to award the terminated contract to another offeror that Cisco College determines to provide best value to its members.

Neither Cisco College nor a member college will be liable to the contractor for any damages including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages resulting from termination based on the contractor's default or breach of contract.

If failure or delay of performance is caused by a Force Majeure event, Cisco College may terminate the contract in whole or part.

Cisco College may cancel a purchase order or refuse to accept delivery for a contractor's breach of the terms or conditions included in a TACC Network member's purchase order or supplemental agreement.

2.24 **Assignment**

A contractor may not sell, assign, transfer, convey or subcontract any responsibility or obligation created by this contract without Cisco College's prior written consent. Any attempted sale, assignment, transfer, conveyance or subcontracting of any part of the Contract except in compliance with this section is void and ineffective.

2.25 **Venue**

This contract is governed by the laws of the State of Texas, including the Uniform Commercial Code as adopted in the State of Texas. Venue for any litigation concerning Cisco College and the contract awarded shall be in Eastland County, Texas.

2.26 **Fiscal Funding**

State of Texas statutes prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Cisco College reserves the right to rescind a purchase order or other agreement to purchase goods or services under the contract at the end of the member's fiscal year if it is determined that funding is not available to extend the agreement.

2.27 **Debarment**

Any bidder or any principals of a bidding company that are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State Government entity shall be considered ineligible to be awarded a contract by Cisco College.

Texas Government Code

Texas Government Code Section 2270.001 of Boycott Israel-Vendor certifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement pursuant to Section 2270.001 of Texas Government Code.

Texas Government Code 2252.152.

Sudan-Iran-In addition: Vendor certifies that it is not identified on the Texas Comptroller's list of scrutinized companies doing business with Sudan or Iran or list of companies known to have contracts with or to provide services or supplies to a foreign terrorist organization pursuant to Texas Government Code 2252.152.

HB 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 an offer as part of this solicitation that results in a contract valued at \$50,000 or more, and that offer 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- HB 1295

College policy CFE (LEGAL) requires disclosure of a vendor's business relationships with the College District. A vendor to the College shall file a *CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ* if the person has a business relationship with the College District and: Has an employment or other business relationship with an officer of the College District, or a family member of the officer, described by Local Government Code 176.003(a)(2)(A); or Has given an officer of the College District, or a family member of the officer, one or more gifts with the aggregate value specified in the Local Government Code 176.003(a)(2)(B), excluding any gift described by Local Government Code 176.003 (a-1); 176.003 member of the officer, one or more gifts with the aggregate value specified by Local

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of person who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(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 the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of person doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>		