

### **Request for Proposal**

### RFP#23-04 Industrial Technology/ Haas CNC Tool Equipment

### 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

### RFP Opening Date 10 AM CST, July 13, 2023

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

Legal Name of Business			
Contact Donor		T'41-	
Contact Person		Title	
Telephone Number	Fax Number		E-Mail Address
Complete Mailing Address	Ci	ty/State	Zip
Website			
Authorized Signature		Printed Name	

# **QUALIFICATIONS** 1. Company's Dun & Bradstreet (D&B) number: 2. List the following -A: Contract Administrator\_\_\_\_\_ Name Facsimile Number Telephone Number E-Mail Address B: Order Desk Contact: Name Telephone Number Facsimile Number E-Mail Address COOPERATIVE PROGRAM PARTICIPATION: Please place a check mark by the cooperative purchasing program that has awarded your company a current Agreement: DIR\_\_\_\_ TASB\_\_\_\_\_ Buyboard\_\_\_\_\_ NJPA\_\_\_\_\_ TIPS/TAPS\_\_\_\_\_ Sourcewell Choice Partners\_\_\_\_ I have no previous experience working with a cooperative.\_\_\_\_\_ **EXPERIENCE:** 1. Year business was incorporated or established: 2. 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:	
Entity Name:	
Goods/Services Provided:	
Estimated Value of Contract: _	
Customer Contact Email.	
Customer Contact Phone:	

#### **INQUIRIES**

All questions regarding this Request for Offer should be directed to Beverly Massey, AEC Director of Operations & Procurement, preferably via email <u>@beverly.massey@cisco.edu</u>. She will discuss inquiries with the purchasing committee for this RFP and respond to the inquirer, via email and then post the question and answer to our website www.Cisco College.edu, Purchasing and Payment Services- RFP#23-04 CNC Tool Equipment.

### **SOLICITATION SCHEDULE:**

Opening Date for RFP Award Notification 10 AM July 13, 2023 July 14, 2023

#### RFP SUBMITTAL

Proposal shall be submitted in electronic format using this entire Request for Proposal document to insure compliance issues are met. Proposal may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind on the Proposal Form. Additional original content information may be attached to the form to further explain the proposal as necessary. Any proprietary or confidential information should be identified and marked as such 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. The RFP closing time and date is (July 13, 2023, 10 AM CST). At that time the offers will be publicly opened. The offer packages will be time/date stamped which shall be the official electronic 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.

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 1 days of the opening date. The evaluation criteria used for ranking is as follows:

Qualifications Products (BRAND) 30 Points
Industry Experience 20 Points
Cost 30 Points
Delivery & Installation ETA 20 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 on July 14,2023. Notification of awarded vendor(s) will be via phone call and all vendors will be notified of the award via email and posted on Cisco College website. Upon an award, acceptance and signatures of both parties on this document becomes the executable contract for services.

#### TERM OF AGREEMENT

DATE:

The term of the Agreement will begin upon execution of A CONTRACT TO FOLLOW the award to selected vendor.

Execution of the contract will take place after award.

Please note that no other agreement documents will be executed.			
CISCO COLLEGE:			
BY:			
TITLE	-		

### **SCOPE/SPECIFIATIONS:**

#### REQUESTING HAAS BRAND SPECIFIC-

#### ALTERNATIVE PROPOSALS WILL BE ACCEPTED FOR REVIEW

#### Cisco College reserves the right to award based on best value for the college.

Please provide a detailed summary of your proposed products and services that are specified in the Specifications 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.

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:

XAxis	
Options	
Standard Program Memory, 1 🗲 🖪	
30-Gallon Coolant Tank	
Visual Part Programming System	
User-Definable Macros	
6000-rpm Spindle	
12-Station Bolt-On Tool Turret	
Bolt-On Toolholder Kit, 3/4"	
6.5" Hydraulic Chuck, A2-5	
Ethernet Interface	
HaasConnect: Remote monitoring	
HaasDrop	
Lifting Provision	
Media Display M-Code; M130	
Rigid Tapping	
Safe Run	
Power         Surge         Protection           1-Year Standard Warranty	
Control Touch Screen	
WIFI Connection for the Haas Control	
Inch Measurement Units	
Automatic Tool Presetter	
Belt-Type Chip Conveyor, Lathe —	
*Manual Tallstock with Hydraulic Quill	
LOW-VOLT	
Haas Tooling TL-1/ST-10 Lathe Tooling Starter Kit:	
→0.1 - 0.054 MDJNR12-4B, 3/4" Square Steel Shank Turning Toolholder, Multi-Lock ————————————————————————————————————	
achine & Options Total	
aas Toolings Total	
CHINE TOTAL	
DITIONAL ITEMS	
thool Discount	
stallatlon	
Freight	
igging	

200 mm/ 7.9 in 406 mm/ 16.0 in

## ----Travels

XAxis	
YAxis	
ZAxis	
Spindle Nose to Table(~ max)	
Spindle Nose to Table(~ min)	102 mm/ 4.0 in
Options	
Standard Program Memory, 1 GB6000-rpm Spindle	
Convenience Package,	
Early Power-Failure Detection Module:	
HaasConnect: Remote monitoring	
HaasDropLifting Provision	
User-Definable Macros··	
Media Display M-Code; M130	
1-Year Standard Warranty	
10-Pocket Carousel Tool Changer Control Touch Screen	
Visual Part Programming System	
WiFi Connection for the Haas Control	
Work Light.	
Spindle Orientation	
Coordinate Rotation and Scaling	
CT-Style Tool Changer Grippers	
Chip Auger	
Programmable Coolant Nozzle	
Rigid Tapping.	
LOW-VOLT	
Haas Tooling	
Mill Tooling and Workholding Starter Kit, CT40:	
-01-0003 HOP, 3" Diameter Shell Mlii, 1" Pliot Bore x 45° Lead Angle, & Inserts (Octagon), Positive Geometry	
- 01-0157 HIE, 1" Diameter Indexable End Mill, 1" Shank x 90° Lead Angle x 3.937" Overall Length, 3 Inserts, TSC	
-01-0159 45° Indexable Chamfer MIii, 0.008" -0.835" Diameter x 3/4" Shank x 4.331" Overall Length, 1 Insert	
- 01-0172 HPAL, 3" Diameter Shell Mill, 1" Pliot Bore x 90° Lead Angle, 5 Inserts (Polygon), High Positive Geometry, TSC	
- 02-0004 HOP, Carbide Shell Mlii insert, Octagon Positive, Grade HMP35 - Pack of 10 x 2	
• 02-0495 HIE, Carbide Indexable End Mlii insert, Convex Triangle, Grade HN25A • Pack of 10 • 02-0499 HIE, Carbide Indexable End Mlii insert, Convex Triangle, MHS Chip Breaker Grade HU30- Pack of 10	
- 02-0505 TCX16R-HC, Carbide Chamfer Mill Insert, Triangle, Grade HU30 Pack of 10	
• 02-0519 HPAL, Carbide Indexable End Mill Insert, Polygon, Grade HN25A • Pack of 10 x 2	
• 03-0083 HSAM1, 1/4" O Carbide End Mill, 1/4" Shank x 3/4" LOC, Square Profile, 3 Flute, Uncoated x 2	
• 03-0113 #6-32 UNC HSS-EX Spiral Flute Tap, 0.141" Shank x 0.276" Thread Length, 2.5XD, Modified Bottoming, 3 Flute, H3, TICN Coated	
• 03-0114 #8-32 UNC HSS-EX Spiral Flute Tap, 0.168" Shank x 0.276" Thread Length, 2.5XD, Modified Bottoming, 3	
Flute, H3, TICN Coated	
• 03-0115 #10-32 UNF HSS-EX Spiral Flute Tap, 0.194" Shank x 0.276" Thread Length, 2.5XD, Modified Bottoming, 3 Flute, H3, TICN Coated	
- 03-01161/4" 20 UNC HSS-EX Spiral Flute Tap, 0.255" Shank x 0.433" Thread Length, 2.5XD, Modified Bottoming, 3	
Flute, H3, TiCN Coated	
-03-0117 5/16"-18 UNC HSS-EX Spiral Flute Tap, 0.318" Shank x 0.472" Thread Length, 2.5XD, Modified Bottoming,	
3 Flute, H3, TICN Coated	
• 03-0118 3/8"-16 UNC HSS-EX Spiral Flute Tap, 0.381" Shank x 0.551" Thread Length, 2.5XD, Modified Bottoming, 3	
Flute, H3, TiCN Coated  • 03-0119 7/16"-14 UNC HSS-EX Spiral Flute Tap, 0.323" Shank x 0.591" Thread Length, 2.5XD, Modified Bottoming,	
3 Flute, H3, TICN Coated	-

··03:;(t121H12u·13"UNC11SS-E-X- Sptral flute··Tap;0367" Shank x-0.63"Thread"l:engtht2":5XO-;Modified -Bottomlng,
Flute, HS, TiCN Coated  • 03-0123 1/4"•28 UNF HSS-EX Spiral Flute Tap, 0.255" Shank x 0.354" Thread Length, 2.SXD, Modified Bottoming, 3
Flute, H3, TiCN Coated
· 03-0124 5/16"·24 UNF HSS-EX Spiral Flute Tap, 0.318" Shank x 0.394" Thread Length, 2.SXD, Modified Bottoming, 3
Flute, H3, TICN Coated
· 03-0125 3/8"·24 UNF HSS-EX Spiral Flute Tap, 0.381" Shank x 0.394" Thread Length, 2.SXD, Modified Bottoming, 3
· 03-0126 7/16"·20 UNF HSS-EX Spiral Flute Tap, 0.323" Shank x 0.472" Thread Length, 2.SXD, Modified Bottoming, 3
Flute, H3, TICN Coated
· 03-0127 1/2"·20 UNF HSS-EX Spiral Flute Tap, 0.367" Shank x 0.472" Thread Length, 2.5XD, Modified Bottoming, 3Flute, HS, TiCN Coated
· 03-o129 #6-32 UNC HSS-EX Spiral Point Tap, 0.141" Shank x 0.413" Thread Length, 3XD, Plug, 3 Flute, H3, TICN  Coated
· 03-0130 #8-32 UNC HSS-EX Spiral Point Tap, 0.168" Shank x 0.453" Thread Length, 3XD, Plug, 3 Flute, H3, TiCN  Coated
· 03-0131 #10·32 UNF HSS-EX Spiral Point Tap, 0.194" Shank x 0.531" Thread Length, 3XD, Plug, 3 Flute, H3, TICNCoated
• 03-o1321/4"•20 UNC HSS-EX Spiral Point Tap, 0.255" Shank x 0.591" Thread Length, 3XD, Plug, 3 Flute, H3, TICN
Coated  · 03-0133 5/16"·18 UNC HSS-EX Spiral Point Tap, 0.318" Shank x 0.669" Thread Length, 3XD, Plug, 3 Flute, H3, TiCN
Coated  • 03-0134 3/8"·16 UNC HSS-EX.Splral Point Tap, 0.381" Shank x 0.748" Thread Length, 3XD, Plug, 3 Flute, H3, TICN
Coated
· 03-0135 7/16"-14 UNC HSS-EX Spiral Point Tap, 0.323" Shank x 0.866" Thread Length, 3XD, Plug, 3 Flute, H3, TiCN Coated
03-01361/2"-13 UNC HSS-EX Spiral Point Tap, 0.367" Shank x 0.984" Thread Length, 3XD, Plug, 3 Flute, HS, TiCN  Coated
03-01391/4"•28 UNF HSS-EX Spiral Point Tap, 0.255" Shank x 0.591" Thread Length, 3XD, Plug, 3 Flute, H3, TICN  Coated
- 03-0140 5/16"•24 UNF HSS-EX Spiral Point Tap, 0.318" Shank x 0.669" Thread Length, 3XD, Plug, 3 Flute, H3, TICN Coated
· 03-0141 3/8"-24 UNF HSS-EX Spiral Point Tap, 0.381" Shank x 0.748" Thread Length, 3XD, Plug, 3 Flute, H3, TICN
Coated  · 03-0142 7/16"-20 UNF HSS-EX Spiral Point Tap, 0.323" Shank x 0.866" Thread Length, 3XD, Plug, 3 Flute, H3, TiCN
Coated  · 03-0143 1/2"·20 UNF HSS-EX Spiral Point Tap, 0.367" Shank x 0.984" Thread Length, 3XD, Plug, 3 Flute, HS, TICN
Coated
- 03-0255 <b>29-Piece</b> , HSSC08 1/16" • 1/2" Fractional Jobber Drill Set
-0256 26-Plece, HSSC08 A· Z Letter Jobber-Drill Set
-03-0257 56-Plece, HSSC08 #1 • #56 Number Jobber Drill Set
- 03-0263 Letter "F" HSSC08 Jobber Drill, 135° Point Angle x 30° Helix, 2 Flute, TIN Coated Pack of 5  • 03-0266 Letter "I" HSSC08 Jobber Drill, 135° Point Angle x 30° Helix, 2 Flute, TIN Coated Pack of 5
O3-o275 Letter "R" HSSC08 Jobber Drill, 135° Point Angle x 30° Helix, 2 Flute, TIN Coated- Pack of 5  O3-o275 Letter "R" HSSC08 Jobber Drill, 135° Point Angle x 30° Helix, 2 Flute, TIN Coated- Pack of 5
- 03-0278 Letter "U" HSSC08 Jobber Drill, 135° Point Angle x 30° Helix, 2 Flute, TIN Coated• Pack of 5
- 03-0290 #7 HSSC08 Jobber Drill, 135° Point Angle x 30° Helix, 2 Flute, TIN Coated Pack of 10
-03-0304 #21 HSSC08 Jobber Drill, 135° Point Angle x 30° Helix, 2 Flute, TIN Coated Pack of 10
- 03-0350 7/32" HSSC08 Jobber Drill, 135° Point Angle x 30° Helix, 2 Flute, TIN Coated• Pack of 10
- 03-0356 5/16" HSSC08 Jobber Drill, 135° Point Angle x 30° Helix, 2 Flute, TIN Coated• Pack of 5
• 03-0361 25/64" HSSC08 Jobber Drill, 135° Point Angle x 30° Helix, 2 Flute, TIN Coated• Pack of 5
- 03-0363 27/64" HSSC08 Jobber Drill, 135° Point Angle x 30° Helix, 2 Flute, TIN Coated• Pack of 5
- 03-0484 HTPM, 3/8" Carbide Ball End Mill, 3/8" Shank x 1" LOC, 4 Flute, Hybrid AlCrN Coated
- 03-0500 FPR, 1/2" 0 HSSC08 Fine Roughing End Mill, 1/2" Shank x 1-1/4" LOC x 30° Helix, 0.022" Chamfer, 4
Flute, TIAIN Coated - 03-0501 FPR, 5/8" 0 HSSC08 Fine Roughing End Mill, 5/8" Shank x 1-5/8" LOC x 30° Helix, 0.024" Chamfer, 4
Flute, TIAIN Coated
· 03-0542 HTPM, 1/4" 0 Carbide End Mlii, 1/4" Shank x 3/4" LOC, 0.015" Radius, 4 Flute, Hybrid AlCrN Coated x 2
• 03-0547 HTPM, 3/8" 0 Carbide End Mlii, 3/8" Shank x 1" LOC, 0.03" Radius, 4 Flute, Hybrid AlCrN Coated x 2
- 03-0549 HTPM, 1/2" 0 Carbide End Mill, 1/2" Shank x 1-1/4" LOC, 0.03" Radius, 4 Flute, Hybrid AlCrN Coated x 2 - 03-0570 HSAM2, 3/8" 0 Carbide End Mill, 3/8" Shank x 1" LOC, 0.015" Radius, 3 Flute, Uncoated x 2
→ 0572 HSAM2, 1/2" 0 Carbide End Mill, 1/2" Shank x 1·1/4" LOC, 0.015" Radius, 3 Flute, Uncoated x 2
- 03-0592 HSAM1, 3/8" O Carbide Ball End Mill, 3/8" Shank x 1" LOC, 2 Flute, Uncoated
03-o611 HSAM1, 1/8" 0 45° Carbide Chamfer Mill, 1/16" LOC x 1-1/2" Overall Length, 2 Flute, TICN Coated
O3-0612 HSAM1, 1/4" O 45° Carbide Chamfer Mill, 1/8" LOC x 2-1/2" Overall Length, 2 Flute, TICN Coated  O3-0619 HSPM1, 1/4" O 45° Carbide Chamfer Mill, 1/8" LOC x 2-1/2" Overall Length, 4 Flute, TIAIN Coated
-03-0620 HSPM1, 3/8" 0 45° Carbide Chamfer Mill, 3/16" LOC x 2·1/2" Overall Length, 4 Flute, TIAIN Coated
• 03-0649 0.2490" 0 Straight Flute Carbide Reamer, 0.2490" Shank x 45° Chamfer Angle, 6 Flute, Right-Hand
- 03-o651 0.2510" 0 Straight Flute Carbide Reamer, 0.2510" Shank x 45° Chamfer Angle, 6 Flute, Right-Hand

- 03·12041/4" 0 HSSC08 Spot Drill, 1/4" Shank x 90° Point Angle, 2 Flute, Uncoated

- 03-1205 3/8" 0 HSSC08 Spot Drill, 318" Shank x 90° Point Angle, 2 Flute, Uncoat		
- 03-12061/2" 0 HSSC08 Spot Drill, 1/2" Shank x 90° Point Angle, 2 Flute, Uncoat		
<ul> <li>- 03-2089 Carbide Engraving Tapered Ball End Mlii, 118" Shank x 5/16" LOC, 0.03"</li> <li>- 03-2103 Carbide Engraving Cutter, 1/8" Shank x 1/8" LOC, 0.021" Radius, 1 Flute</li> </ul>		
- 04-0001 CT40 1/2" End Mlii Holder x 1-3/4" Gage Length, TSC		
-04-0003 CT40 1" End MIii Holder x 1-3/4" Gage Le		
	TCC	
•04-0004 CT40 3/4" End Mill Holder x 1-3/4" Gage Length, -04-0005 CT40 5/8" End Mill Holder x 1-3/4" Gage Length, TSC		<del></del>
- 04-0006 CT40 S/6 Enter Milli Holder X 1-5/4 Gage Length, TSC X 2		<del></del>
- 04-0007 CT40 ER16 Collet Chuck x 4" Gage Length, TSC —————		
-04-0008 CT40 ER25 Collet Chuck x 2-1/2" Gage Length, 7	ΓSC x 2	
- 04-0009 CT40 ER25 Collet Chuck <b>x 4" Gage</b> Length, TSC————————————————————————————————————	C x 3	
- 04-0011 CT40 ER32 Collet Chuck x 4" Gage Length, TSC		
→04-0013 CT40 Shell Mill Holder, 1" PIiot Diameter x 2" C		
- 04-0069 CT40 NC Keyless Drill Chuck x 3.54" Gage Length ————		
•04-0115 ER251/4" Tap Collet, 0.255" Bore Diameter x 0.1		
- 04-0201 Haas CT40 Pull Stud/Retention Knob, TSC • Pack of 10 ·		
→4·0221 ER16 7mm Straight Bore Collet		
04-0233 ER2510mm Straight Bore-Collet		
→ 0247 ER3210mm Straight Bore Collet		
→ 0250 ER32 13mm Straight Bore Collet		
-04-0258 SB-Piece, Toe Clamp Kit for 5/8" (16 mm) T-Slot	Tables	
- 04-0292 Haas CT40 Pull Stud/Retention Knob, Standard - 1 Each x 5		
- 04-071810-Plece, ER16 Straight Bore Collet Set, 1/16" - 3/8"		
-04-071915-Plece, ER25 Straight Bore Collet Set, 1/	8" - 5/8" — —	
	2211	
04-0720 18-Plece, ER32 Straight Bore Collet Set, 1/8" - 25/3		
	<del></del>	
- 05-0029 Aluminum 6" (150mm) x 1-1/2" (38mm) Machinable Vise Jaws		
-05-0030 Aluminum 6" (150mm) x 2" (50mm) Machinable V		
- 05-0072 Haas CT40 (SK40/DIN) Toolholder Fixture / Vise		
•05-0404 6" (150mm) Single-Station Fixed-Jaw Vise, 9" (23	30mm) Opening, Fla	nge Style, Haas Workholdlng by
Kurt	, 1 6,	
- 06-0016 ER16A Hex Spanner Wrench		
-06-0017 ER25UM/RD Spanner Wrench		••·
• • •		
-06-0018 ER32UM/RD Spanner Wrench		
•06-0309 T09 Torx Screwdriver, TW09S		
	MACHINE	count
-06-03111" Arbor 1/2"-20 UNF Thread, Shell Mlii Coolant Slot Arbor Screw x 2 - 06-0385 NPU13 Keyless Drill Chuck Spanner Wrench	TOTAL	····lnstallatlon
- 06-0400 7-Plece, Haas Precision Measuring Tool Kit		
09-0032 Coolant Refractometer, Brix 0-32%	ADDITIONAL _	Freight
		Rigging
Machine & Options	-School	
Total	Dis	Haas Toolings Total
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#### VENDOR CERTIFICATION FORM FEDERAL FUNDED PURCHASES

For each of the items below, Vendor shall certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative initial the applicable term and condition.

#### NON-COLLUSION AFFIDAVIT

By submission of a quote, bid, or proposal, the undersigned certifies that:

- a. The quote, bid, or proposal has been independently arrived at without collusion with any other bidder or with any other competitor;
- b. This quote, bid, or proposal has not knowingly disclosed and will not be knowingly disclosed, to any other bidder or competitor or potential competitor, prior to the opening of the quote, bid, or proposal for this project.
- c. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a quote, bid, or proposal.
- d. The undersigned certifies that he is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the bidder as well as to any other person signing in his behalf.

Initials of Authorized Vendor Representative

#### CERTAIN DEBTS OR DELINQUENCIES CERTIFICATION

As required by § 2252.903 (Contracting with Persons who have Certain Debts or Delinquencies) of the Texas Government Code, vendor's authorized agent certifies that it is not currently in debt or delinquent in payment of any student loan, child support obligation, or tax, to include franchise taxes owed the State of Texas under Chapter 171, Tax Code, or that it is exempt from, or not subject to, such tax.

Please indicate your status:

The corporation or person is neither in debt nor delinquent in payment of any of the above and is exempt from payment of franchise taxes or is an out-of-state corporation not subject to franchise tax; therefore, I am submitting a certified statement to that effect.

The corporation or person is subject to Texas franchise tax and is neither in debt nor delinquent in payment of any of the above. I hereby certify that there is no delinquent Texas franchise tax pending against the corporation or person.

I hereby certify that there is delinquent Texas franchise tax pending against the corporation or erson.
I hereby certify that the person or corporation is in debt or delinquent in payment of either a student loan, child support, or tax obligation owed to this State (other than Texas Franchise Tax).
Initials of Authorized Vendor Representative

#### **FELONY CONVICTION NOTICE**

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states, "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "A school district may terminate a contract 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 contract."

Subsection (c) states, "this section does not apply to a publicly held corporation."

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Se	lect	Λn	е.

My firm is a publicly held corporation. This reporting requirement is not applicable.

My firm is neither owned nor operated by anyone who has been convicted of a felony.

My firm is owned or operated by someone who has been convicted of a felony:

Name of felon(s):	
General description of conviction:	

I,the undersigned agent for the vendor, certify that the information concerning notification of felony conviction has been reviewed by me and that the following information furnished is true to the best of my knowledge.

Initials of Authorized Vendor Representative

#### COMPLIANCE WITH ANTITRUST LAWS (TX GOV'T COD! 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- a. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- In connection with this solicitation, neither I, nor any representatives of the Company, have violated any provision of the Texas Free Enterprise and Antitrust Act codified in Tex. Bus. & Comm. Code Chapter 15;
- c. In connection with this solicitation, neither I, nor any representative of the Company, have violated any federal antitrust law; and
- d. Neither I, nor any representatives of the Company, have directly or indirectly communicated any of the contents of this solicitation to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Initials of Authorized Vendor Representative	ve
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#### CERTIFICATION OF COMPUANCE WITH TEXAS FAMILY CODE PROVISION

As required by Texas Family Code §231.006 as amended by Section 82 of H.B. 433, 74th Legislature, R.S. (Acts 1995, 74th Leg., R.S., Ch. 751), all vendors must complete and submit with the quote, bid, or proposal the following affidavit:

I, the undersigned vendor, do hereby acknowledge that a child support obliger who is more than 30 days delinquent in paying child support and a business entity in which such a person is the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive a grant, loan, or payments from state funds under a contract to provide property, materials, or services.

I further acknowledge that a child support obliger or business entity ineligible to receive payments described above shall continue to be ineligible until: 1) all arrearages have been paid; 2) the obliger is in compliance with a written repayment agreement or court order as to any existing delinquency; or 3) the court of continuing jurisdiction over the child support order has granted the obliger an exemption.

In accordance with Texas Family Code §231.006, the names and social security numbers of the individual identified in the quote, bid, or proposal or application or the sole proprietor and each partner, shareholder, or owner with a minimum 25% ownership interest in the business entity identified therein are provided below:

Name Name		Social Security Number
		Social Security Number
Name		Social Security Number
named in this	s contract, bid, or applicati edges that this contract m	06, the vendor hereby certifies that the individual or business entity on, is not ineligible to receive the specified grant, loan, or payment ay be terminated and payment may be withheld if this certification
Initial	s of Authorized Vendor Re	presentative
	CEDTIEICATI	ON DECADDING DOVCOTTING ISDAEL

#### CERTIFICATION REGARDING BOYCOTTING ISRAEL

\_If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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#### CERTIFICATION REGARDING TERRORIST ORGANIZATIONS

Effective September 1, 2017, Chapter 2252, Subchapter F, of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under Subchapter F.)

I, the undersigned authorized representative of vendor, do hereby certify and verify that vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

\_\_\_\_ Initials of Authorized Vendor Representative

#### CERTIFICATION REGARDING CONTRACTING INFORMATION

If Vendor is not a governmental body and (a) the agreement with CC has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by CC; or (b) the agreement with CC results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by CC in a fiscal year of CC, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov't Code§ 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is {1}) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter." Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to {1} preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to CC for the duration of the Agreement; (2) promptly provide to CC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of CC; and (3) on completion of the Agreement, either (a) provide at no cost to CC all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CC.

\_\_\_\_ Initials of Authorized Vendor Representative

# REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS -2 CFR PART 200

The following provisions are required and apply when federal funds are expended by CC for any contract resulting from this procurement process. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to the Contract/PO between CC and Vendor in all situations where Vendor has been paid or will be paid with federal funds:

# a. Vendor Violation or Breach of Contract Terms for Contracts Exceeding Simplified Acquisition Threshold

Contracts for more than the Simplified Acquisition Threshold currently set at \$250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Vendor shall agree to the following provision as well as any additional term and conditions in any solicitation or purchase order.

"This Contract may be terminated by CC in the event of breach of this Contract by Contractor. A breach occurs when Contractor fails to perform its obligations under this Contract or fails to comply with the terms of this Contract. In the event of a breach, CC shall provide the Contractor with written notice of such breach setting forth the basis for such claim of breach. Contractor shall have ten business (10) days from the receipt of the notice of breach to cure such breach. If Contractor fails to cure the breach within ten business (10) days of receipt of the notice, CC shall have the right to terminate Contract immediately and pursue any remedies available under law for breach of Contract. In the event, the Services under this Contract must be completed by a certain date, the Contractor is required to provide immediate notice at such time it has knowledge that it will be unable to perform the Services within the time required."

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a quote or proposal, you agree to these Vendor violation and breach of contract terms.

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#### b. Termination for Cause and for Convenience for Contracts Exceeding \$10,000

For any CC purchase or contract in excess of \$10,000 made using federal funds, Vendor agrees that the following term and condition shall apply:

CC reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from the procurement process in the event of a breach or default of the agreement by Vendor, in the event Vendor fails to: 1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; 2) make any payments owed; 3) otherwise perform in accordance with the procurement solicitation, contract, and/or a purchase order; or 4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of Federal awarding agency or CC. CC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if CC believes, in its sole discretion that it is in the best interest of CC to do so. The vendor will be compensated for work performed and accepted and goods accepted by CC as of the termination date if the contract is terminated for convenience of CC. Any award under the procurement process is not exclusive and CC reserves the right to purchase goods and services from other vendors when it is in the best interest of CC.

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#### c. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

\_\_\_\_\_ Initials of Authorized Vendor Representative

#### d. Davis-Bacon Act

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000, Vendor shall comply with the

Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

CC must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Vendor agrees that for any purchase to which this requirement applies, the award is conditioned upon Vendor's acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Vendor further agrees that it shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

\_\_\_\_ Initials of Authorized Vendor Representative

#### e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by CC in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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#### f. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

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#### g. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Where applicable, all contracts awarded by CC in excess of \$150,000, Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### h. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management {SAM}, in accordance with the 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify CC is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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#### i. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non- Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Pursuant to Federal Rule (I) above, when federal funds are expended by CC, the vendor certifies that during the term and after the awarded term of an award for all contracts by CC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who

fails to file the required certification shall be subject to a civil penalty of not less than \$10.000 and not more than \$100.000 for each such failure. Initials of Authorized Vendor Representative j. Procurement of Recovered Materials Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. \_ Initials of Authorized Vendor Representative k. Profit as a Separate Element of Price For purchases using federal funds in excess of the Simplified Acquisition Threshold, currently at \$250,000, CC may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required, Vendor agrees to provide information and negotiate with CC regarding profit as a separate element of the price for a particular purchase. Initials of Authorized Vendor Representative I. Record Retention Requirements When federal funds are expended by CC for any contract resulting from this procurement process, the vendor shall comply with the record retention requirements detailed in 2 CFR § 200.334. The vendor shall retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Initials of Authorized Vendor Representative m. EPA Regulations When federal funds are expended by CC for any contract in excess of \$100,000 resulting from this procurement process, Vendor shall comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Initials of Authorized Vendor Representative n. Energy Policy and Conservation Act

When federal funds are expended by CC for any contract resulting from this procurement process, Vendor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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#### o. Domestic Preferences for Procurement and Buy America Provisions

As appropriate and to the extent consistent with law, CC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. (purchases that are made with non-federal funds or

grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

\_\_\_\_\_Initials of Authorized Vendor Representative

# p. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

CC, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216. The Vendor certifies that Vendor will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

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#### q. Never Contract with the Enemy

When federal funds are expended by CC for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed \$50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, CC will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The vendor certifies that it is neither an excluded entity under the System for Award Management {SAM} nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. CC has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

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# r. Required Affinnative steps for Small, Minority, And Women-Owned Firms for Contrads Paid for with Federal Funds

2 CFR § 200.321 - When federal funds are expended by CC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring

	that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's
	business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
	Initials of Authorized Vendor Representative
S.	Record Retention Requirements for Contracts Paid for with Federal Funds  2 CFR § 200.334 - When federal funds are expended by CC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
	Initials of Authorized Vendor Representative
t.	Certification of Equal Employment Statement It is the policy of the CC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.
	Initials of Authorized Vendor Representative
ordina	r agrees to comply with all federal, state, and local laws, rules, regulations and nces, as applicable. It is further acknowledged that vendor certifies compliance with all ions, laws, acts, regulations, etc. as specifically noted above.
Comp	any Name
Addres	s
Phone	
Email A	Address
Printed	Name and Title of Authorized Representative
Signatu	ure of Authorized Representative
Date	



#### DO NOT RETURN THIS SECTION WITH YOUR OFFER

# STANDARD TERMS AND CONDITIONS REQUEST FOR OFFERS

#### **GENERAL INSTRUCTIONS**

#### **Definitions**

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

#### **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 <u>beverly.massey@cisco.edu</u>
AEC Director of Operations
Cisco College
101 College Heights
Cisco, TX 76437

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

#### 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.

#### **Proposal 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 r e s e r v e s 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 w ithin 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.

#### Offer Submission

Offers shall be submitted in hard copy paper format using the Offer Form provided in this solicitation 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 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.

#### Validity and Acceptance

The offer shall be subject to acceptance for a period of ninety (30) 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.

#### **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:

Have adequate financial resources, or the ability to obtain such resources

Be able to comply with the required or proposed schedules and project requirements

Have a satisfactory record of performance for contracts of similar scope

(complete attached reference sheet)

Have a satisfactory record of integrity and ethics

Competitive pricing

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 July 13 meeting at 7 PM.

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.

#### 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.

#### **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

#### **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 ONTRACT

#### 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 Purchase Order 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 i t 's B o a r d o f D i r e c t o r s . Notice to the successful offeror will be made via phone of a 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.