



Request for Proposal for a Term Contract of Services
RFP#19-01
Bookstore Operations

This is a solicitation to provide Bookstore Operations for both campuses of Cisco College
Location 1: Abilene Educational Center, 717 East Industrial Blvd., Abilene, TX 79602
Location 2: Cisco College 101 College Heights Cisco, Texas 76437

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

2 PM, February 28, 2019

at which time the Proposals will be opened and recorded. Proposals 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

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 Proposal Format Section of this RFP.

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” Proposer 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 Proposer, 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 Proposer nor an owner or principal of Proposer 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, Proposer is not currently debarred, suspended or otherwise ineligible.

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

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 (325) 794-4433. She will discuss inquiries with the purchasing committee for this RFP and respond to the inquirer, via email preferably and then post the question and answer to our website www.cisco.edu, Purchasing and Payment Services- RFP#19-01 as an inquiry with answer. The inquirer will receive an answer and there will be no other distribution of inquiries and answers, only on our website.

SOLICITATION SCHEDULE:

RFP Release- Public Post Date: January 24, 2019

PRE PROPOSAL MEETING @ LOCATION #1: Abilene Educational Center: 1 PM, February 12, 2019

PRE PROPOSAL MEETING @ LOCATION #2: Cisco College: 3 PM, February 12, 2019

Q & A End Date: February 15, 2019

Opening Date for RFP: 2 PM, February 28, 2019

Recommendation to the Board of Regents: March 11, 2019

Award Notification: March 12, 2019

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.

Cisco College reserves the right to sell Cisco College branded apparel and items outside the bookstore operations.

MISSION STATEMENT

The mission of Cisco College is to provide quality, affordable, educational opportunities to meet the diverse academic, technical and career needs of the students and communities we serve.

COLLEGE PROFILE

Cisco College serves the West Central Texas region through two locations. The Cisco Campus is conveniently located in Eastland County, approximately 150 miles west of Fort Worth. The campus in Cisco is a residential campus and houses over 360 students on campus many of whom participate in NJCAA athletic sports. Cisco College opened a campus in Abilene, Texas in 1974, then built a new building in 2004 and enrolls almost 80% of the total student enrollment. The Abilene campus bookstore is located in a strategic location, equipped with ample store frontage, and a modernized décor.

The college is currently engaged in developing plans to repurpose another area in the Student Union Building and renovate space for the college bookstore on the Cisco Campus, which will increase the square footage for storage and retail shelving, improve accessibility and visibility, and enhance retail operation.

Cisco College is growing at a rate of about 3% in headcount and 4% in semester credit hour production per year. The college provides dual credit courses to over 30 high schools across the Big Country region. The Fall 2018 enrollment in dual credit courses increased 14% and is projected to continue growing. The growth is attributed to significant improvements in course scheduling, implementation of strategic enrollment management practices, improvements in marketing and public relations, and the development of strong partnerships with school districts, business/industry leaders, and four-year universities.

In addition, the college is engaged in innovative and strategic academic program development. As a result of this innovation and planning, the college is adding an evening nursing cohort – increasing the program by an additional 20 students. Academic programs under consideration include an associate of applied science in computer science, physical therapy, and medical scribe.

POPULATION

The Cisco College bookstores provide books, supplies, and related merchandise essential to the education mission of the College, which includes services to the Cisco Campus and Abilene Campus. Cisco College employs approximately 175 full-time and 110 part-time faculty and staff.

Enrollment	2013-2014 Headcount	2014-2015 Headcount	2015-2016 Headcount	2016-2017 Headcount	2017-2018 Headcount
Fall	3576	3564	3305	3241	3280
Spring	3493	3303	3056	3027	3119
Summer	1581	1485	1590	1529	1720

ATHLETICS

Success is a tradition among Wrangler athletic programs. The college has five varsity sport teams and is a member of the NJCAA Region V Athletic Conference. The football program is a member of the Southwest Junior College Football Conference. Opportunities for men include baseball and football. Women can compete in basketball, soccer, softball and volleyball.

Cisco College has been very successful through the years, winning numerous conference and state titles as well as regional tournaments. Historically, Cisco College athletes perform as well in the classroom as they do in their respective sports.

HOUSING: CISCO

Living on campus is convenient and affordable! Women enrolled at the Cisco campus live in Bivins Hall, Memorial or Nance Hall, while men live in Cluck, Wrangler or Presidents. The residence halls house approximately 360 students.

GO CISCO CARD

Cisco College and Herring Bank have teamed up to offer a convenient, one-card solution with the Go Cisco Card. The Go Cisco Card is a MasterCard Debit Student ID which allows free access to Herring Bank ATMs and to make no-fee purchases at merchant locations that accept MasterCard or pin-based transactions. It's the easy way to access cash and make purchases on and off campus.

EMPLOYMENT PRACTICES AND STAFFING

Cisco College currently employs four full-time employees in the college bookstore. The Assistant Director and administrative assistant office in the bookstore on the Cisco campus. The Abilene educational center bookstore houses the bookstore manager and the administrative assistant.

Vendor will employ qualified existing personnel included as Exhibit 1, adequate in number, training and experience to provide for the efficient operation of the facilities.

The vendor will perform the contract with its own employees and will ensure that all employees engaged in the performance of the contract adhere to all campus policies and procedures regarding personal behavior. Employees will also demonstrate courtesy to patrons of the bookstore operation and maintain a clean, neat appearance.

HOURS OF SERVICE

The Cisco Bookstore operates from 8:00 am until 4:30 pm Monday through Thursday and 8:00 am until 2:00 pm on Friday during August through May except for holidays. Summer hours change when Cisco College changes. Special operating hours shall be established and mutually agreed upon for fall, spring and summer registration, as well as for events other than the registration process.

The Abilene Bookstore operates from 7:45 am until 7:00 pm Monday through Thursday and 8:00 am until 12:00 pm on Fridays during August through May except for holidays. Summer hours will change when Cisco College changes. Special operating hours shall be established and mutually agreed upon for fall, spring and summer registration, as well as for events other than the registration process.

BOOKSTORE SALES HISTORY (approximate)

Abilene Campus	8/31/2014	8/31/2015	8/31/2016	8/31/2017
New books	\$870,343	\$790,521	\$599,981	\$656,865
Used books	\$189,952	\$288,086	\$194,899	\$148,626
Clothing	\$14,713	\$15,081	\$13,886	\$10,544
Supplies & Misc	\$56,479	\$52,029	\$45,003	\$39,488
Cisco Campus	8/31/2014	8/31/2015	8/31/2016	8/31/2017
New books	\$218,183	\$120,138	\$108,085	\$144,239
Used books	\$225,327	\$74,053	\$33,711	\$19,376
Clothing	\$18,200	\$24,225	\$21,409	\$21,356
Supplies & Misc	\$10,781	\$10,651	\$7,348	\$8,067

ACCREDITATION

Cisco College is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools (1866 Southern Lane, Decatur, Georgia 30033-4097. Telephone number: 404-679-4501) to award the associate-level degrees.

RANKING AND SELECTION

An Evaluation Committee will review all proposals according to the criteria stated herein. The committee's evaluations will be based on all available information, including qualification statements, subsequent interviews, if necessary, reports, discussions, reference checks, and other appropriate checks.

Proposals will be evaluated using the following criteria:

Factor	Weight
Textbook Pricing / Affordability	35%
Financial Commitment / Investments	30%
Management Plan and Approach	15%
Staffing / Personnel	10%
Firm Experience / Reputation / References	5%
Financial Health of Firm	5%
Total	100%

SCOPE OF SERVICE

In responding to this RFP, the Proposer will clearly define policies and management methods and/or philosophies for the following:

- a) Textbook Management
- b) Textbook Buyback
- c) Textbook Adoption Practices
- d) Refunds & Returns
- e) Faculty-Staff Discounts
- f) Student Scholarship Procedures
- g) Student Centric/Student Success Philosophy
- h) Bookstore Staffing Plan
- i) Special Orders
- j) Pricing Policies
- k) Employee Training
- l) General Merchandise
- m) Computer Technology
- n) Internet Technology/eCommerce
- o) Campus Relations
- p) Accepted Payment Methods
- q) Used Book Program
- r) Operating Hours
- s) Quality Assurance
- t) Distance Learning Services
- u) Advertising & Marketing
- v) Promotions
- w) In-House Printed Materials Policy
- x) Transition Plan
- y) Financial Aid Policies

Cisco College reserves the right to sell Cisco College branded apparel and other items outside the bookstore operations.

SUBMISSION OF POST-PROPOSAL INFORMATION

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

AGREEMENT AWARD

By submitting a Proposal in response to this solicitation, Proposer understands that it has submitted a Proposal 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 **March 11, 2019**, meeting. Notification of awarded vendor(s) will be announced and sent to all successful Proposers and posted on Cisco College website March 12, 2019.

Upon an award, acceptance and signatures of both parties on this document becomes an executable contract for services. Execution of the contract will take place after award.

Cisco College

BY _____

TITLE _____

DATE _____

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**STANDARD TERMS AND CONDITIONS REQUEST
FOR PROPOSALS**

1.0 GENERAL INSTRUCTIONS

1.1 Definitions

- 1.1.1 “Proposer” refers to submitter.
- 1.1.2 “Contractor” refers to successful Proposer 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 Cisco College

1.2 Contact Information

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

Beverly Massey beverly.massey@cisco.edu
Director of Purchasing
Cisco College
101 College Heights
Cisco, TX 76437

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 at www.cisco.edu RFP posting to all plan holders of record. However, it shall be the sole responsibility of the Proposer to verify issuance/non-issuance of addenda. Submittals shall acknowledge receipt of all addenda.

1.4 Proposal Preparation

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

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.

Proposers taking exception to the specifications shall do so at their own risk. By Proposing substitutions, Proposer shall state these exceptions in the Proposal 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 a Proposer 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 Proposer 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 Proposer from further consideration. **If the Proposer Proposes a product other than that specified, specifications must be submitted as an attachment with the Proposal submittal. Proposals not listing manufacturer and manufacturer numbers specified as an alternate on the Proposal Form will be considered as responding according to specification, and if awarded, will be required to provide exactly what was specified.**

1.5 **Proposal Submission**

Proposals shall be submitted in hard copy paper format using the Proposal Form provided in this solicitation to insure complete uniformity of wording of all Proposals. Proposals 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. 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 Proposal document must be clearly marked as such and kept separate in the submittal and marked "Confidential" to separate from the rest of the Proposal. Release of confidential information through an open records request is subject to the Texas Attorney General's discretion.

Sealed Proposals will be accepted at:

Cisco College
ATTN: Beverly Massey; Director of Purchasing
101 College Heights
Cisco, TX 76437

until the RFP closing time and date (**2 PM, February 28, 2019**). At that time the Proposals will be publicly opened and recorded. The Proposal packages will be time/date stamped which shall be the official time of receipt for all packages received. Any Proposal 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.

Proposals must be enclosed in a sealed package. The outside of the package shall be labeled to the attention of the Proposals, with the RFP number and bid opening time and date.

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

1.6 Delivery of Proposals-VERY RURAL DELIVERY!!

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 Proposals 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 Proposal shall be subject to acceptance for a period of ninety (90) days unless an extension is requested by Cisco College and approved by the Proposer. Cisco College reserves the right to reject any or all Proposals or parts of Proposals. Submittals cannot be altered or amended after submission deadline unless Proposal 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 Proposer to provide satisfactory performance in accordance with Proposal 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 Proposers 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 Proposal 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 Proposed. Cisco College may accept or reject a Proposal in its entirety, or may reject any part of, without affecting the remainder of the Proposal.

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

Cisco College shall receive, publicly open, and record the qualified Proposals. The purchasing committee will submit a recommendation to the Board of Regents who will select a vendor at the March 11, 2019 meeting. The awarded vendor will be notified by March 12, 2019. Cisco College shall evaluate and rank each Proposal submitted in relation to the published criteria.

Cisco College shall select the Proposal that Proposals 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 Proposer. Cisco College may discuss with the selected Proposer 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 Proposer, Cisco College shall, formally and in writing, end negotiations with that Proposer and proceed to the next Proposer in the order of the selection ranking until a contract is reached or all Proposals 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 Proposal 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.

Binding Agreement

This Proposal, when properly accepted by Cisco College, shall constitute a contract equally binding between the successful Proposer 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.

2.2 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.

2.3 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 Proposer 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.

2.4 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.

2.5 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.

2.6 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.

2.7 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.

2.8 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 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.

2.9 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 Proposed 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.

2.10 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 Proposal early payment discounts for use by Cisco College.

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

2.11 Indemnification

Contractor shall defend, indemnify and hold 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.

2.12 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.

2.13 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 Proposer's past performance of honoring contracts at the Proposed price will be an important consideration in the evaluation of the lowest and best Proposal. 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.

2.14 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.

2.15 Contract

Any award from this solicitation does not become a contract unless and until the Proposal is accepted by Cisco College and its Board of Directors. Notice to the successful Proposer 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 Proposals will not be executed until the awarded Proposer 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.

2.16 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.

2.17 **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.

2.18 **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.

2.19 **Insurance**

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

2.20 **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.

2.21 **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.

2.22 **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 Proposer 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.

2.23 **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.

2.24 **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.

2.25 **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.

2.26 **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.

OFFICIAL NOTICES

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

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:

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 Date Received	
1	Name of person who has a business relationship with local governmental entity. 	
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3	Name of local government officer with whom filer has employment or business relationship. _____ Name of Officer 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. 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? <input type="checkbox"/> Yes <input type="checkbox"/> No 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? <input type="checkbox"/> Yes <input type="checkbox"/> No 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? <input type="checkbox"/> Yes <input type="checkbox"/> No D. Describe each employment or business relationship with the local government officer named in this section. 	
4	_____ Signature of person doing business with the governmental entity	_____ Date