



REQUEST FOR PROPOSAL (RFP)

Cisco College invites qualified firms/individuals to submit Proposals for:

RFP #23-01 BUS-30-35 Athletic Activity

Proposals will close on:

April 13, 2023 at 10:00 AM

Competitive Proposals must be mailed to the following location or emailed to beverly.massey@cisco.edu

**CISCO COLLEGE PURCHASING DEPARTMENT
717 East Industrial Blvd., Abilene, Texas 79602
Attention Beverly Massey**

Proposals that arrive after the closing date and time will be rejected.

Beverly Massey – AEC Director of Operations & Procurement
beverly.massey@cisco.edu
325-794-4433

PROPOSAL PROCESS SCHEDULE:

- Public Notice – March 29, 2023
- Proposal Due Date – April 10 @ 10:00AM.
- Potential Award by April 11, 2023

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PROPOSAL ACKNOWLEDGMENT

Name of Company

TO: CISCO COLLEGE DISTRICT
ATTENTION: PURCHASING DEPARTMENT
717 East Industrial Blvd.
Abilene, Texas 79602

Having carefully examined the specifications and conditions prepared by the Purchasing Office, Cisco College and agreeing to conform to conditions set out in this proposal document, we, the undersigned, propose to furnish and warranty two new buses as specified and negotiated in this RFP and as awarded.

Cisco College's Rights - Vendor understands and acknowledges Cisco College's right to accept or reject any or all proposals or parts thereof, waive technicalities and negotiate and award a contract to best serve the interests of Cisco College as determined by the College.

Exceptions: In submitting a proposal, unless otherwise stipulated, Vendor affirms acceptance of the provisions and requirements of the RFP. Any variances or exceptions which Vendor wishes to note with respect to any of the provisions or requirements of this RFP must be stated in an attachment to the Proposal Form and titled "**Exceptions.**" Check one of the following as applicable:

_____ NO EXCEPTIONS

_____ EXCEPTIONS ARE ATTACHED

Signature: _____

Printed Name: _____

Company Name: _____

Address: _____

City / State / Zip _____

Email Address _____

Phone / Fax _____

VENDOR'S CERTIFICATION FORM

1. Vendor hereby acknowledges that it is unlawful to offer, give, agree to give to any person, or solicit, demand, accept, or agree to accept from another person, a bribe, or unlawful gift, benefit, advantage, gratuity, payment or an offer of employment in connection with or arising from this RFP or subsequent contract.
2. Persons submitting a response to this RFP must comply with all applicable laws, ordinances and regulations including the provisions of the State of Texas "Local Government Code Chapter 176. As applicable, the person submitting a response to this RFP must complete and submit a Conflict of Interest Questionnaire form CIQ, in a format approved by the Texas Ethics Commission. The form is to be sent to the Purchasing Director, Cisco College, 717 East Industrial Blvd., Abilene, TX 79602. A copy of the form can be found at the Texas Ethics Commission web site <http://www.ethics.state.tx.us/forms/CIQ.pdf>
3. Texas Resident Information: Chapter 2252, Subchapter A, of the Texas Government Code, establishes certain requirement applicable to proposers who are not Texas Residents. Under the Statute, a "Resident" vendor 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 or employs at least 500 persons in the State of Texas:

Location of Principal Place of Business (City / State) and or Number of employees based in Texas:

Address _____

Or, Number of Employees that reside in Texas: _____

4. **Debarment Certification:** Vendor certifies neither the owner or principal owner 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, Vendor is not currently debarred, suspended or otherwise ineligible.

____ Yes, Vendor is currently debarred, suspended or otherwise ineligible.

5. In accordance with Chapter 2270 of the Texas Government Code, by accepting this contract, you verify that your firm does not Boycott Israel, and agree that during the term of this agreement will not Boycott Israel as that term is defined in the Texas Government Code, Section 808.001 as amended.
6. Texas Government Code, Subchapter F, Prohibition on Contracts with Certain Companies, Section 2252.152, Vendor certifies they do not do business with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organization that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.
7. (If Applicable) In accordance with Gov. Code 2252.908. Disclosure of Interested Parties, including House Bill 1295: The law states that a governmental entity agency or state agency may not enter into certain contracts with a business entity unless the business submits a disclosure of interested parties (Form 1295). This disclosure requirement applies to a contract entered into on or after January 1, 2016. If awarded a contract, the vendor may be required to complete and submit this form. Owner will be unable to execute and services may not be performed until the process is complete.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

VENDOR CERTIFICATION. The undersigned, on behalf of Vendor, certifies that this proposal is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project, and is in all respects fair and without collusion, fraud or unlawful acts.

It is further certified that the person whose signature appears below is legally empowered to bind the Company in whose name the proposal is entered.

Submitted this _____ day of _____, 2021 by and for the Company identified as follows:

Signature: _____

Printed Name: _____

Felony Conviction Notification

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 College must give advance notice to the College 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.

(I) (We), the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

COMPANY NAME: _____

AUTHORIZED PRINTED NAME: _____

Title: _____

Check the appropriate box and sign the form.

☐ My firm is a publicly-held corporation; therefore, 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 the following individual(s) who has/have been convicted of a felony.

Name of Felon: _____

Details of Conviction(s) _____

AUTHORIZED SIGNATURE: _____

Specifications

30-35 passenger bus
Gas or Diesel engine
Hydraulic brakes
With storage capacity

BUS #-1 30 PASSENGER PROPOSAL FORM

MUST BE SIGNED & RETURNED WITH ALL LINES COMPLETED ON THE PROPOSAL FORMS

The undersigned affirms by signing this proposal document, they have carefully examined the entire proposal document including the specifications and they further agree their proposal to meet or exceed the specifications as proposed:

1.

30 Passenger bus \$ _____

Brand of Bus: _____

Year Model _____

Engine/HP _____

Storage Capacity _____

Brake type _____

If you are presenting more than one bid for a different model, please list additional items below.

PROPOSAL SIGNATURE SECTION (Must be signed):

Company Name: _____

Email / Phone _____ / _____

Authorized Representative Signature

Authorized Representative Printed Name

REFERENCE SHEET
RFP #21-04 - (2) TWO - 2022 MODEL, NEW ACTIVITY BUSES

PLEASE TYPE OR ATTACH YOUR REFERENCE LIST HERE: (include any educational entities you have done business with)

Company Name	
Contact Person	
E-mail Address	
Phone Number	

Company Name	
Contact Person	
E-mail Address	
Phone Number	

Company Name	
Contact Person	
E-mail Address	
Phone Number	

Company Name	
Contact Person	
E-mail Address	
Phone Number	

Company Name	
Contact Person	
E-mail Address	
Phone Number	

DIVISION 1
INTRODUCTORY INFORMATION

1.00 DEFINITIONS

Cisco College will be the same as “CC” “College” “Owner”.
Vendor will be the same as “Company” “Seller” “Vendor”.

1.01 SCOPE OF WORK:

Cisco College wishes to contract with a qualified company to purchase (1) One, 30 passenger, activity bus as specified in this proposal document with negotiated options. This document contains specifications for equipped buses. The College will select one bus only from the specified bus as negotiated. The College will evaluate the offers and determine which bus specification and offer best fits its needs and budget.

1.02 ERRORS / AMBIGUITY

In case of ambiguity or lack of clearness in stating prices in the proposal, the CC reserves the right to adopt prices written in words or to reject the proposal.

1.03 RIGHT OF REJECTION / WAIVER

Cisco College reserves the right to reject any and all proposals and waive any and all formalities and conditions. Cisco College shall accept the proposal determined by the College to be in its best interest. It is not the intent of any condition or specification in the RFP to prohibit any responsible Vendor from submitting a proposal.

1.04 OPEN RECORDS / PUBLIC INFORMATION

It is understood by submitting a proposal to Cisco College, once the contract is executed, all information will be considered as non-confidential and non-proprietary in nature. Therefore, all documentation is subject to the Texas Public Information Act (Government Code, Chapter 552.001, et seq.) In the event a request for the information is made, the Vendor will be contacted and afforded the opportunity to protest such action to the Texas Attorney General. There are some exemptions from the Open Records act found in the (Government Code, Sections 552.101, 552.110, 552.113, and 552.131) information meeting those requirements may be excluded from public information.

1.05 ADDENDUMS / ACKNOWLEDGEMENT

1.05.1 ADDENDUMS

Any interpretations, corrections and/or changes to this proposal or extensions to the opening/receipt date will be made by addenda by the District’s Purchasing Department. The addenda will be distributed via e-mail, fax or any other method deemed appropriate to all who are known to have received the proposal. However, it shall be the sole responsibility of the Vendor to verify issuance/non-issuance of addenda prior to the proposal opening date and time. Vendors shall acknowledge receipt of the addenda.

1.05.2 ACKNOWLEDGEMENT OF RECEIPT OF PROPOSAL

Any receipt of this Proposal Document by any means other than from Cisco College places responsibility on the Vendor to notify the Cisco College Purchasing Office that you have received the RFP. Your notice should provide Company Name, Address, City, State, Zip, Phone #, Fax #, Email, and contact person information so any information in the form of addendums to the RFP, or answers to questions concerning the RFP will be forward to your contact.

1.06 CONTRACT OR COMMITMENT

This Request for Proposal is not construed as a CONTRACT or a COMMITMENT of any kind. The Request for Proposal does not commit Cisco College to pay for any costs incurred in the preparation and submission of specifications or for any costs incurred prior to the execution of a final offer.

1.07 WHERE TO OBTAIN PROPOSAL DOCUMENTS:

All interested parties may obtain copies of the proposal documents by visiting the Cisco College website @ <https://www.cisco.edu/about/offices/purchasing-and-payment-services>
email – bmassey@cisco.edu or call 325-794-4433

Cisco College will not be responsible for proposals that arrive late to the proposal opening for any reason.

DIVISION 1 - INTRODUCTORY INFORMATION (CONTINUED)

1.08 REQUIRED PROPOSAL FORMS FOR SUBMISSION:

To be considered a responsive proposal, the following pages must be completed and signed, in a sealed envelope as detailed on the cover page:

Item #	Form	Page #
1.	Proposal Acknowledgment	1
2.	Vendor Certification	2
3.	Felony Conviction Notification	3
4.	Proposal Form	4
5.	References	6

1.09 PROPOSAL PROCESS SCHEDULE:

- Public Notice – March 28, 2023
- Proposal Due Date – April 13, 10:00 AM
- Tentative Award – April 13, 2023

DIVISION 2
PROPOSAL REQUIREMENTS / AWARD CRITERIA

2.00 SUBMITTAL DUE DATE/DEADLINE

Sealed Proposals must be submitted to the following location with the proposal # in the lower left corner of the envelope.
No later than April 13,2023 @ 10:AM CST. Faxed or emailed proposals will not be accepted.

CISCO COLLEGE PURCHASING DEPARTMENT
717 East Industrial Blvd.
Abilene, TX. 79602
Attention Beverly Massey, Director of Purchasing

Proposals that arrive after the closing date and time will be rejected. Proposals will be read aloud at the above referenced closing. All Vendors are invited to attend the closing. Proposals received after the scheduled time of delivery will be returned unopened. In case of mailed proposals or correspondence concerning proposals, the College will not be held responsible for miss-sent, lost, or late mail.

2.01 VENDOR'S PROPOSAL INSTRUCTIONS

- 2.01.1 Proposals shall be submitted on the forms provided 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.
- 2.01.2 Vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the College.
- 2.01.3 Any specifications a Vendor may not agree with must be submitted in writing to the Purchasing Office ten (10) days in advance of the opening.

2.02 INTERPRETATIONS OF THE SPECIFICATIONS

- 2.02.1 Only the interpretation or correction so given by the Director of Purchasing, in writing, shall be binding and prospective Vendors are advised that no other source is authorized to give information concerning, explain or interpret, the proposal document. All request for such interpretation or correction must be in writing, addressed to the Director of Purchasing. Your questions concerning the proposal specifications must be submitted in email format and delivered to Beverly.massey@cisco.edu. We will return an email answer to your company.

2.03 WHERE TO ADDRESS QUESTIONS

Beverly Massey, AEC Director of Operations
Cisco College
717 East Industrial Blvd
Abilene, TX. 79602
325-794-4433
E-mail: beverly.massey@cisco.edu

2.04 TX COMPTROLLER OF PUBLIC ACCOUNTS / FRANCHISE TAX REQUIREMENTS

Vendor should be able to provide evidence certifying your company meets the following requirements if requested by the College: CC will verify this information before issuing a contract.

Current with the State of Texas Comptroller of Public Accounts
<https://cpafmprd.cps.state.tx.us/tpis/servlet/TPISReports?reptId=wrentHol>

Certificate of Franchise Tax Status
<https://ourcpa.cpa.state.tx.us/coa/Index.html>

DIVISION 2 – PROPOSAL REQUIREMENTS / AWARD CRITERIA (Continued)

2.05 STATE LAW REQUIREMENTS

2.05.1 On May 30, 1995, Governor, George Bush, signed Senate Bill 1. It became effective on the day he signed it. The following is a requirement included in this law. It is mandatory that the College must include this in all Proposals. Each Vendor must respond to this section of the law.

Section 44.034 TEC. Notification of Criminal History of Vendor. (This section does not apply to a publicly held corporation).

- (a) 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 school district must have advance notice that a person, 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.
- (b) 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.

2.05.2 State of Texas Government Code Chapter 176 –

Vendors submitting a response to a Cisco College RFP/RFP are responsible for complying with all applicable laws, ordinances and regulations including the provisions of the State of Texas Government Code Chapter 176. As applicable, the person submitting a response to an RFP/RFP must complete and submit a Conflict of Interest Questionnaire form CIQ, in a format approved by the Texas Ethics Commission. This form is to be included with your proposal. A copy of the CIQ form can be found at the Texas Ethics Commission Web site.

2.06 PROPOSAL/OFFER VALIDITY

By submitting a proposal, Vendor agrees their offer will remain valid for a minimum period of (45) forty-five days to allow CC time to evaluate the proposals and determine best value.

2.07 ENTIRE AGREEMENT CLAUSE

This proposal document in its entirety will constitute the entire agreement. No other document will prevail unless agreed by both parties in writing.

2.08 PROPOSAL SUBSTITUTIONS / ALTERNATIVE OFFERS

CC will have the right to consider alternative offers unless otherwise stated in the specification, if the item(s) offered are of equal or greater value. CC reserves the right to make its selections of materials purchased, based on its best judgment as to which articles substantially comply with the strength and quality required by the specifications.

2.09 COLLEGE EVALUATION AND AWARD PROCESS

Selection shall be made among the respondents deemed to be fully qualified and best suited to provide buses and maintenance solutions as specified on the basis of the evaluation factors included in the subject RFP. If necessary, clarification of each RFP shall be received from respondents so selected. The College may cancel this RFP or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a proposal was not deemed to be the most advantageous. The award document will be a Purchase Order incorporating by reference all requirements, terms and conditions of the solicitation and the Respondent's proposal, as negotiated, in response to the RFP. The following factors, but are not limited to be taken in consideration and under the evaluation of each proposal:

- Price
- Proposed maintenance solutions or options.
- Additional options / suggestions proposed including cost of each.
- Experience and qualifications of the Vendor.
- Proposed support / maintenance and/or services as proposed by the Vendor.
- Financial consideration and net economic impact to the College.
- References of the Respondent.
- History of the company and years of operations of Respondent.

DIVISION 2 – PROPOSAL REQUIREMENTS / AWARD CRITERIA (Continued)

2.10 EVALUATION CRITERIA AND WEIGHTED SCALE DETAIL

Cisco College reserves the right to award this contract on the basis of a Best Value analysis in accordance with the laws of the State of Texas and Texas Education Code (TEC) 44.031, to accept or reject any or all proposals or parts thereof and to waive any formality or irregularity.

The successful Respondent will be evaluated based on the following criteria and any other relevant factor found necessary for contract award. Criteria for consideration include, but are not limited to:

FACTOR	POINTS
Price	40
Quality of the bus offered	40
Maintenance / Service Options	5
References	5
Delivery time from Order	10
TOTAL	100

2.11 VENDOR VERIFICATION / INVESTIGATION

The College may make such investigations, as it deems necessary, to determine the ability of the Vendor to provide satisfactory performance. The Vendor shall furnish to the College all such information and data for this purpose as the College may request. Vendors may be required to provide an item for evaluation purposes.

2.12 NON-DISCRIMINATION IN AWARD

Cisco College is an equal opportunity employer and does not discriminate in awarding of contracts or employment of persons because of their race, color, age, national origin, religion, sex, disability, sexual orientation, or any other characteristic protected by law. Cisco College requires companies it conducts business with to be equal opportunity employers and to comply with all applicable federal, state and municipal laws and regulations regarding contracting and employment practices.

2.13 RIGHT OF VENDOR SELECTION

Vendor is hereby notified that although the College is required to submit purchases of all contracts \$50,000 or more to competitive bidding, it is not required to accept the lowest proposal. In such purchasing the lowest proposal may be rejected if the College, in the exercise of its best judgment, feels that the proposal of one other than the low Vendor will best serve the interest of the College.

2.14 DELIVERY

All deliveries will be delivered by the successful Vendor to the following location:

Cisco College
Maintenance Yard
101 College Heights
Cisco, Texas 76437

DIVISION 3

STANDARD TERMS AND CONDITIONS DEPARTMENT OF PURCHASING

1. **SHIPMENT UNDER RESERVATION PROHIBITED:** Vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
2. **DELIVERY TERMS AND TRANSPORTATION CHARGES F.O.B.:** Destination Freight prepaid unless delivery terms are specified otherwise in proposal. CC agrees to reimburse Vendor for transportation costs in the amount specified in Vendor's proposal, or actual costs, whichever is lower. If the quoted delivery terms do not include transportation costs provided, CC shall have the right to designate what method of transportation shall be used to ship the goods.
3. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Vendor shall not have the right to substitute a conforming tender, provided where the time for performance has not yet expired, the Vendor may reasonably notify CC of his intention to cure and may then make a conforming tender within the contract time but not afterwards.
4. **PLACE OF DELIVERY:** The place of delivery for all materials and services shall be that set forth in Division 2 - 2.14, page 10 of this document. Any change thereto shall be affected by modification as provided for in Clause 22, "Modifications" hereof. The terms of this agreement are "No arrival, No sale".
5. **VENDOR REPRESENTS AND WARRANTIES:** In addition to all warranties established by law. Vendor hereby represents, covenants, certifies, warrants and agrees that:
 - a) All buses and/or services provided will comply with the provisions of this proposal and will be of professional quality in accordance with the standards set forth in the awarded contract or, in the absence thereof, as a minimum in accordance with industry standards and practices;
 - b) Vendor and its employees and any authorized Sub-Contractor shall be qualified with suitable training, experience and skill, and shall have all rights, certifications, permits and licenses necessary to fulfill their obligations under this contract;
 - c) Vendor shall not infringe, misappropriate, or violate any third-party rights, including, without limitation, property or contractual rights, nondisclosure obligations, trademark rights, copyrights, patent rights or other proprietary rights;
 - d) If Vendor is a taxable entity as defined by Chapter 171, *Texas Tax Code*, Vendor is not currently delinquent in the payment of any taxes due under Chapter 171, or Vendor is exempt from the payment of those taxes, or Vendor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
6. **ANTITRUST LAWS: CLAIMS FOR OVERCHARGES:** Vendor warrants and represents that neither Vendor nor any party acting on behalf of Vendor has violated the antitrust laws of the United States or of the State of Texas. Vendor hereby assigns to CC any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United State, 15 U.S.C.A. section 1, et or of the State of Texas, Tex. Bus. & Comm. Code Sec. 15.01, et seq.
7. **ETHICAL MATTERS / GRATUITIES:** CC may, by written notice to the Vendor, cancel this contract without liability to Vendor if it is determined by CC that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the Vendor, or any agent or representative of the Vendor, to any officer or employee of the College with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such contract. In the event this contract is canceled by CC pursuant to this provision, CC shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Vendor in providing such gratuities.
8. **TRAVEL EXPENSES:** In the event the Contract requires CC to reimburse Vendor for travel expenses, then reasonable travel expenses shall be charged in accordance with the agreed or negotiated terms within this proposal document.
9. **SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Vendor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the CC and to the extent feasible shall be identified by the Vendor as such.
10. **WARRANTY PRODUCT:** Vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this contract avoidable at the option of the CC. Vendor warrants that the goods furnished will conform to the specifications, and descriptions listed in the invitation to proposal, and to the sample(s) furnished by Vendor, if any. In the event of a conflict between the specifications, and descriptions, the specifications shall govern.
11. **SAFETY WARRANTY:** Vendor warrants that the products sold to CC shall conform to the standards set by the US Department of Labor under the Occupational Safety and Health act of 1970. In the event a product does not conform to OSHA standards, CC may return the product for correction or replacement at the Vendor's expense. In the event that Vendor fails to make the appropriate correction within a reasonable time, correction made by CC will be at Vendor's expense.
12. **RIGHT OF INSPECTION:** CC shall have the right to inspect the goods and services at delivery before accepting them.
13. **CANCELLATION:** CC shall have the right to cancel for default all or any part of the undelivered portion of this order if Vendor breaches any of the terms hereof including warranties of Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedy that CC may have in law or equity.
14. **TERMINATION:** The performance of work under this order may be terminated whole or in part by the CC in accordance with this provision. Termination of work hereunder shall be affected by the delivery to the Vendor of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated, and the date upon which such termination becomes effective. CC will pay Vendor all reasonable cost incurred up to the date of termination. Under this Contract, if terminated, CC will in no way pay Vendor any anticipated or lost profit.

DIVISION 3 - STANDARD TERMS AND CONDITIONS (Continued)

15. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States of the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipeline, or canals or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
16. **ASSIGNMENT / DELEGATION:** No right or interest in the contract shall be assigned or delegation of and obligation made by Vendor without the written permission of the CC. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
17. **WAIVER:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
18. **MODIFICATIONS:** This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
19. **INTERPRETATION – PAROLE EVIDENCE:** This writing is intended by the parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
20. **APPLICABLE LAW:** This agreement shall be governed by the Laws of the State of Texas.
21. **ADVERTISING:** Vendor shall not advertise or publish, without CC's prior consent, the fact that CC has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
22. **RIGHT TO ASSURANCE:** When one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
23. **VENUE:** Both parties agree that venue for any litigation arising from this contract shall be in Levelland, Hockley County, Texas.
24. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS** - No officer or employee of the college shall have a financially interest, direct or indirect in any Contract with the College, or shall be financially interested directly or indirectly in the sale to the College of any land, materials, supplies or service except on behalf of the College as an officer or employee. Any willful violation of this section shall constitute malfeasance in office and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this section with the knowledge expressed or implied, of the person or corporation shall render the contract voidable by the College authority.
25. **INDEMNIFICATION:** To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless CC, CCs Board of Trustees and their agents and employees for and against all claims,, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim,, damage, loss or expense (1) is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any Sub-Vendor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person.

In any and all claims against CC or any of their agents or employees by any employee of the Vendor, any Sub-Vendor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Vendor or any Sub-Vendor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

DIVISION 3 - STANDARD TERMS AND CONDITIONS (Continued)

26. **INSURANCE:** If Vendor in performance of this Contract is required to have a presence on any CC Campus (Premises) by the Vendor's employee(s), supplier(s), or sub-Vendor, Vendor agrees to maintain the following insurance coverage for the least the limits listed below. The insurance must be obtained from a company or companies acceptable to Cisco College and licensed to transact business in the State of Texas and have a minimum financial security rating by A.M. Best of "A-" or better, or the equivalent from any other rating system.

Coverage Requirement Levels for Vendor and Sub-Vendor(s)

<u>TYPE OF COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Worker's Compensation (part a)	Statutory Limits
Employers Liability	\$1,000,000 per accident and employee
Commercial General Liability*	
(a) Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
(b) Property Damage	\$1,000,000 each occurrence \$1,000,000 aggregate
Comprehensive Vehicle Liabilities	
(a) Bodily Injury	\$ 500,000 each person \$ 500,000 each occurrence
(b) Property Damage	\$ 500,000 each occurrence

***All policies (except Workers' Comp) will name CC, the Board, Officers, and employees as Additional Insured. A Waiver of Subrogation in favor of Cisco College and the Board will be added. A (30) thirty-day notice of cancellation is required on all policies. Certificates of insurance verifying the above state requirements will be provided to CC prior to commencement of Contract.**

27. **RELATIONSHIP / PERSONNEL:** This Agreement shall not be construed as creating an employee/employer, agency, partnership, or joint venture relationship between Vendor (and any of its agents or employees) and Cisco College. Neither party shall have the authority to make any agreements on behalf of the other party.
- (a) Each party shall have the obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all work to be performed by such party under this Agreement. Each party shall pay all wages, salaries, insurance, employee benefit programs, and taxes applicable to their employees and its performance under this Agreement.
 - (b) Neither party shall be liable for the acts or omissions of the other party's employees and agents in performing their respective obligations under this Agreement, or otherwise.
 - (c) In providing Service, Vendor's and its Sub-Vendor's employees shall be respectful and courteous to all persons with whom they come in contact as may arise under this Agreement and shall observe reasonable standards of appearance and hygiene.
 - (d) Vendor shall exercise reasonable and prudent care in engaging its employees or Sub-Vendors to assure they have suitable character, honesty and disposition to work in an educational environment. Vendor's employees and those of any Sub-Vendor shall be expected to exhibit professional conduct at all times.
28. **LEGAL LIMITATIONS:** VENDOR IS NOTIFIED THAT CC AS A PUBLIC AGENCY OF THE STATE OF TEXAS, THERE ARE CONSTITUTIONAL / STATUTORY LIMITS ON CC TO ENTER INTO OR AGREEING TO CERTAIN TERMS AND CONDITIONS. CC IS PROHIBITED FROM AGREEING TO INDEMNIFY OR HOLD HARMLESS ANOTHER PARTY THEREFORE CREATING A "DEBT" ON BEHALF OF THE STATE, WHICH IS UNCONSTITUTIONAL. *TEX CONST. ART. III SEC. 49*

THERE ARE CONDITIONS RELATING TO LIENS ON CC PROPERTY, ATTORNEY FEES, LIABILITIES OF DAMAGES, WAIVERS OR ANY AGREEMENT THAT GRANTS CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY, DISPUTE RESOLUTION, ETC. ANY AGREEMENT REQUESTED BY A CONTRACT THAT CONFLICTS WITH THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS WILL BE DEEMED UNBINDING ON CC

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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).

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.

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.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.**2** ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date 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?

☐ Yes ☐ 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?

☐ Yes ☐ 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?

☐ Yes ☐ 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

Adopted 06/29/2007

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LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Signature.** Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an

electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

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

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

(2) the vendor:

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

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

COMPLIANCE DISCLOSURES

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

HB 89

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.

Domestic Preferences for Procurement and Buy America Provisions

As appropriate and to the extent consistent with law, Cisco College 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 sub awards 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.