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- All wiring shall be neatly installed into pathway. No wiring shall be attached to any other electrical conduits, plumbing, heating or air conditioning structures. Wiring shall be routed so that it does not interfere with access to panels, switches, valves or other maintenance systems.
- All surface run cabling will be installed in raceway, wire mold, EMT conduit, or other approved system. All transitions (bends, tees, etc.) will be done with factory made fittings or properly executed field bends. The maximum number of bends between cable pulling points shall be two (2) ninety-degree bends. Runs over 100' shall have a pullout box.
- Any cable concealed above ceiling grids will be supported off of ceiling grid using D-Rings or bridle rings and, wherever practical, bundled together. All bindings used (Velcro or hook and pile) shall be hand tightened only to a point where the sheath is not deformed.
- All penetrations in station raceway will have rubber or equivalent grommets to prevent cable cuts on rough edges. All pathway/raceway will be of sufficient size to accommodate all wiring.
- Fill density not to exceed 40%.
- All raceway will be attached to the building structure using screws and anchors. A minimum, attachment will be every two feet.
- When the cable tray is passing through a hard-lid ceiling, access ceiling panels shall be installed at 8-foot intervals. The panels shall be within 2 feet of the cable tray. Access panels shall not be mounted directly underneath the cable tray.
- All coring in viewable areas must be patched with appropriate material and painted if necessary. This work will be inspected.
- Existing cable trays may be used where additional capacity does not exceed 40% fill density.
- After all cables are installed and successfully tested, station runs penetrating fire and/or smoke barriers will be sealed with a UL listed removable smoke and flame stop, having a fire rating suitable for the penetration concrete is not acceptable.
- Conduit space in the riser path between the MDF and each IDF shall not exceed 50% capacity. Pull string must be left in conduit.
- The riser path must be smooth with no right angles or sharp bends.
- All cable sheaths will be protected from sharp metal edges. Where the cable passes over a sharp edge, a bushing or grommet will be installed to protect the cable.

### **5.4.10 Workstation Areas**

#### 5.4.10.1 Standard Telecommunications Outlet

- Communication station outlets will be located in the permanent building structure.
- Minimum of two, maximum of four (4), receiver modules (jacks), will be installed at each location. Color to be specified by TJC Information Technology department.
- Faceplates will have a minimum of two (2), maximum of four (4) positions.
- Faceplates shall accept modules for each cable available at the location.
- The odd patch panel position(s) to be mounted on the left and the even patch panel position(s) to be mounted on the right when the faceplate is mounted in the finished position. Lower value number(s) on top and higher value number(s) below.
- In all dry wall office areas, modular jacks and inserts will be flush mounted in single-gang junction box. All single-gang boxes will be fed with a minimum of a 1/2" conduit.

## TYLER JUNIOR COLLEGE

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- In demountable partition and/or areas requiring surface mount boxes, Vendor will supply and install single-gang junction box near existing services. Boxes will be affixed to surfaces using screws and/or special purpose clips; double-sided tape is not acceptable.
- All outlets positioned in sheetrock shall conceal all cable exit holes.
- Labeling on the faceplate will be typed in bold black over white.
- All faceplates shall be identified with permanent labels. Label will indicate floor, telecommunications room and patch panel position. Labels shall use ANSI/TIA/EIA-606-A standards. An example label would be 3A1 where:
  - '3' indicates that the cable is going to the third floor.
  - 'A' indicates that the cable is terminated at the first or only IDF.
  - '1' indicates that the patch panel position.

### 5.4.10.2 Wireless

- Will have single-gang box mounted above ceiling surface or into an approved ceiling tile.
- Will contain two (2), CAT5e or CAT6 or CAT6a home run data cables.
- In every other way outlet specifications apply (see 5.4.10.1 and 5.4.9.4).

### 5.4.10.3 Floor Box

- Specified mounts shall be used.
- Will contain two (2), CAT5e or CAT6 or CAT6a home run data cables.
- In every other way outlet specifications apply (see 5.4.10.1 and 5.4.9.4).

### 5.4.10.4 Modular Furniture

- Unless otherwise specified, no station run cabling shall be located or terminated within modular furniture as it is not part of the permanent building structure.
- Patch cables shall be run from communication station outlets located in the building structure by the modular furniture. Accessibility to communications work station outlet is critical when installing modular furniture.
- All patch cables will be protected from metal edges with grommets or other permanent means (tape is not acceptable). Applicable CAT5e, CAT6, and CAT6a bend radiuses for flexible cable will be observed.
- Electrical power will be avoided as much as is reasonably possible.
- The Vendor will be responsible for the cable installation within the Modular furniture and are not done until the data cable is plugged into an appropriate wall jack and tested.

### 5.4.11 Trusted Advisor Relationship

- Vendor should have working knowledge in related areas, outside of primary discipline, for which vendor can advise College (example: general advice on conduit installations, etc.).
- Vendor shall provide projected cost estimates prior to start of job at no cost.

**TYLER JUNIOR COLLEGE**

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**SECTION 6**

**PRICING PROPOSAL**

**Proposal of:** \_\_\_\_\_  
(Proposer Company Name)

**To:** Tyler Junior College

**Ref.:** Miscellaneous Network Infrastructure Cabling

**RFP No.:** J2120-17-04

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the "Services" required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

**6.1 Pricing Proposal for Services Offered**

6.1.1 See below TJC Pricing Proposal (Ref. 6.4). It must be filled out completely and returned with this Pricing Proposal.

**6.2 Added Value**

6.2.1 Describe any proposed benefits to TJC from Proposer, not otherwise set forth herein, which would be an added value to TJC. Examples of these benefits might include sponsorship of events, scholarships, and the like. Such benefits are wholly voluntary and are not a requirement of this RFP but may be considered by TJC in determining the best value for the college.

**6.3 TJC's Payment Terms**

TJC's standard payment terms for services are "Net 30 days." Indicate below the prompt payment discount that Proposer will provide to TJC:

Prompt Payment Discount: \_\_\_\_\_% \_\_\_\_\_ days/net 30 days

Respectfully submitted,

**Proposer:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Authorized Signature for Proposer)

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**TYLER JUNIOR COLLEGE**

		<b>6.4 Pricing Proposal</b>	
		<b>RFP J2120-17-04 Miscellaneous Network Infrastructure Cabling</b>	
	<b><u>ITEM</u></b>		
<b>(1)</b>	Service Technician provided at an hourly rate	\$	
<b>(2)</b>	Supervisor, if needed, provided at an hourly rate	\$	
<b>(3)</b>	Emergency/overtime Service Technician provided at an hourly rate	\$	
<b>(4)</b>	Percent mark-up, if any, to be applied to provided parts or material		%
<b>(5)</b>	Percent mark-up, if any, to be applied to provided equipment if necessary		%
<b>(6)</b>	List any additional costs that may be related to providing service		

**APPENDIX ONE**

**PROPOSAL REQUIREMENTS**

**TABLE OF CONTENTS**

**SECTION 1: GENERAL INFORMATION**

**SECTION 2: EXECUTION OF OFFER**

**SECTION 3: PROPOSER'S GENERAL QUESTIONNAIRE**

**SECTION 4: ADDENDA CHECKLIST**

**SECTION 5: FELONY CONVICTION NOTIFICATION FORM**

**APPENDIX ONE**

**SECTION 1**

**GENERAL INFORMATION**

**1.1 Purpose**

TJC is soliciting competitive sealed proposals from Proposers having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by TJC.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

**1.2 Proposal Requirements and General Instructions**

1.2.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.

1.2.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of TJC.

1.2.3 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by TJC, at TJC's sole discretion.

1.2.4 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.

1.2.5 TJC makes no warranty or guarantee that an award will be made as a result of this RFP. TJC reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in TJC's best interest. TJC reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference, personal meeting, or in writing to TJC, at TJC's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.

1.2.6 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by TJC, at TJC's sole discretion.

### 1.3 Preparation and Submittal Instructions

#### 1.3.1 Specifications and Additional Questions

Proposals must include responses to the questions in Specifications and Additional Questions (ref. **Section 5** of this RFP). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply, or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

#### 1.3.2 Execution of Offer

Proposer must complete, sign and return the attached Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by TJC, at its sole discretion.

#### 1.3.3 Pricing Proposal

Proposer must complete and return the Pricing Proposal (ref. **Section 6** of this RFP), as part of its proposal. In the Pricing Proposal, the Proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

TJC will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Pricing Proposal.

#### 1.3.4 Proposer's General Questionnaire

Proposals must include responses to the questions in Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply, or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

#### 1.3.5 Addenda Checklist

Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by TJC, at its sole discretion. Addenda, if any, will be posted on TJC's website at <https://www.tjc.edu/rfp>

1.3.6 Felony Conviction Notification Form

Proposer must complete, sign and return the attached Felony Conviction Notification Form (ref. **Section 5** of **APPENDIX ONE**) as part of its proposal. The Felony Conviction Notification Form must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Felony Conviction Notification Form may be rejected by TJC in its sole discretion.

1.3.7 Submission

Proposer should submit all proposal materials enclosed in a sealed envelope, box, or container. The RFP Number and the Submittal Deadline (ref. **Section 2.1** of this RFP) should be clearly shown in the lower left-hand corner on the top surface of the container. In addition, the name and the return address of the Proposer should be clearly visible.

Upon Proposer's request and at Proposer's expense, TJC will return to a Proposer its proposal received after the Submittal Deadline if the proposal is properly identified. TJC will not under any circumstances consider a proposal that is received after the Submittal Deadline.

TJC will not accept proposals submitted by telephone, proposals submitted by Facsimile ("**FAX**") transmission, or proposals submitted by electronic transmission (i.e., e-mail) in response to this RFP.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to TJC. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without TJC's consent, which will be based on Proposer's submittal of a written explanation and documentation evidencing a reason acceptable to TJC, at TJC's sole discretion.

By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) and submitting a proposal, Proposer certifies that any terms, conditions, or documents attached to, or referenced in, its proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP and (b) do not place any requirements on TJC that are not set forth in this RFP or in the Appendices to this RFP. Proposer further certifies that the submission of a proposal is Proposer's good faith intent to enter into the Agreement with TJC as specified herein and that such intent is not contingent upon TJC's acceptance or execution of any terms, conditions, or other documents attached to, or referenced in, Proposer's proposal.

1.3.8 Page Size, Binders, and Dividers

Proposals must be typed on letter-size (8-1/2" x 11") paper and must be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

1.3.9 Table of Contents

Proposals must include a Table of Contents with page number references. The Table of Contents must contain sufficient detail and be organized according to the same format as presented in this RFP, to allow easy reference to the sections of the proposal, as well as to any separate attachments (which should be identified in the main Table of Contents). If a Proposer includes supplemental information or non-required attachments with its proposal, this material should be clearly identified in the Table of Contents and organized as a separate section of the proposal.

1.3.10 Pagination

All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.

**APPENDIX ONE**

**SECTION 2**

**EXECUTION OF OFFER**

# TYLER JUNIOR COLLEGE

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## SECTION 2

### EXECUTION OF OFFER

#### PROJECT: MISCELLANEOUS NETWORK INFRASTRUCTURE CABLING J2120-17-04

**SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED PROPOSAL OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S PROPOSAL, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS AT TYLER JUNIOR COLLEGE. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT TYLER JUNIOR COLLEGE'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.**

1. By signature hereon, Respondent offers and agrees to furnish to TJC the products and/or services more particularly described in its proposal at the prices quoted in the proposal, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.
2. By signature hereon, Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted proposal.
3. By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.
4. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
5. By signature hereon, Respondent represents and warrants that:
  - a. Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;
  - b. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;
  - c. Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;
  - d. Respondent understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Contract under which Respondent will be required to operate;



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- e. Respondent, if selected by TJC, will maintain insurance as required by the Contract;
  - f. All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Respondent acknowledges that TJC will rely on such statements, information and representations in selecting the Successful Respondent. If selected by TJC as the Successful Respondent, Respondent will notify TJC immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
6. By signature hereon, Respondent certifies that the individual signing this document, and the documents made part of the RFP, is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements which may result from the submission of Respondent's proposal.
  7. By signature hereon, Respondent certifies as follows:  
"Under Section 2254.004, *Texas Government Code*, the vendor or applicant certifies that each individual or business entity which is an engineer or architect proposed by Respondent as a member of its team was selected based on demonstrated competence and qualifications only."
  8. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship, exists between Respondent and TJC.
  9. By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP. (ref. Section 2155.004 *Texas Government Code*).
  10. Respondent represents and warrants that all articles and services quoted in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.
  11. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
  12. By signature hereon, Respondent agrees to defend (with TJC choosing defense counsel), indemnify, and hold harmless TJC, all of its board members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs and expenses (including reasonable attorneys' fees and court costs), damages, and liabilities, arising out of, connected with, or resulting from any negligent or willful acts or omissions of Respondent or any agent, employee, sub-vendor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Respondent's proposal.
  13. By signature hereon, Respondent agrees to abide by, and fully comply with, TJC's smoking policy. Respondent understands that TJC has a smoke-free campus and this applies to the project at issue, and Respondent agrees that all persons working under or for Respondent will abide by this policy in all respects.
  14. By signature hereon, Respondent agrees that TJC's bid protest policy, which is included in the RFP, will govern any protests related to this RFP and agrees to the terms of same.

**TYLER JUNIOR COLLEGE**

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Please complete the following:

Respondent's EIN No: \_\_\_\_\_

If Sole Owner:

Respondent's SS No: \_\_\_\_\_

If a Corporation:

Respondent's State of Incorporation: \_\_\_\_\_

Respondent's Charter No: \_\_\_\_\_

Please identify each person who owns at least 25% of Respondent's business entity by name and social security number:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security Number

Submitted and Certified By:

\_\_\_\_\_  
(Respondent's Name)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name/Title)

\_\_\_\_\_  
(Telephone Number) & (Fax Number)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State, Zip Code)

**APPENDIX ONE**

**SECTION 3**

**PROPOSER'S GENERAL QUESTIONNAIRE**

TYLER JUNIOR COLLEGE

SECTION 3

PROPOSER'S GENERAL QUESTIONNAIRE

**NOTICE:** WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Proposals must include responses to the questions contained in this Proposer's General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply, or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer will explain the reason when responding N/A or N/R.

**3.1 Proposer Profile**

3.1.1 Legal name of Proposer Company:

\_\_\_\_\_

Address of principal place of business:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Address of office that would be providing service under the Agreement:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Number of years in Business: \_\_\_\_\_

State of incorporation: \_\_\_\_\_

Number of Employees: \_\_\_\_\_

Annual Revenues Volume: \_\_\_\_\_

Name of Parent Corporation, if any \_\_\_\_\_

**NOTE: If Proposer is a subsidiary, TJC prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.**

## TYLER JUNIOR COLLEGE

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- 3.1.2 Proposer will provide a copy of its financial statements for the past two (2) years.
- 3.1.3 Proposer will provide a financial rating of the Proposer's entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.
- 3.1.4 Proposer will state whether or not Proposer is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If yes, Proposer will explain the expected impact, both in organizational and directional terms.
- 3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under an Agreement with TJC.
- 3.1.6 Proposer will state whether or not Proposer is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.
- 3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by TJC's RFP. Proposer will include in its customer reference list the customer's company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.
- 3.1.8 Proposer will state whether or not any relationship exists (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of TJC. If yes, Proposer will explain.
- 3.1.9 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to Section 231.006, *Family Code*, and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act*, Chapter 552, *Government Code*, and other applicable law.

### **3.2 Approach to Project Services**

- 3.2.1 Proposer will provide a statement of the Proposer's service approach and will describe any unique benefits to TJC from doing business with Proposer. Proposer will briefly describe its approach for the required services identified in **Section 5.4** Scope of Work of this RFP.
- 3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of an Agreement.

3.2.3 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in the RFP. Proposer will include samples of reports and documents, if appropriate.

**3.3 General Requirements**

3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with TJC, including their specific experiences with similar service projects, and number of years of employment with Proposer.

3.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with TJC and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from TJC.

3.3.3 Proposer will describe its approach in providing staffing continuity to customer.

3.3.4 Proposer will describe its ability to communicate its vision and capacity for establishing a relationship that addresses current and future needs and trends in the industry.

3.4.5 Proposer will describe any additional costs that may be associated with service work and the invoicing of such.

**3.4 Quality Assurance**

Professional will describe its quality assurance program, its quality requirements, and how they are measured.

**3.5 Service Support**

Proposer will describe its service support philosophy, how the philosophy is implemented, and how Proposer measures its success in maintaining this philosophy.

**3.6 Miscellaneous**

3.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to TJC. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

3.6.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by TJC from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

**APPENDIX ONE**

**SECTION 4**

**ADDENDA CHECKLIST**

**TYLER JUNIOR COLLEGE**

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**SECTION 4**

**ADDENDA CHECKLIST**

**Proposal of:** \_\_\_\_\_  
(Proposer Company Name)

**To:** Tyler Junior College

**Ref.:** Miscellaneous Network Infrastructure Cabling

**RFP No.:** J2120-17-04

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable). It is the Proposer's responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on TJC's website at <https://www.tjc.edu/rfp>

No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_ No. 4 \_\_\_\_\_ No. 5 \_\_\_\_\_

Respectfully submitted,

**Proposer:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Authorized Signature for Proposer)

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**APPENDIX ONE**

**SECTION 5**

**FELONY CONVICTION NOTIFICATION FORM**

TYLER JUNIOR COLLEGE

SECTION 5: FELONY CONVICTION NOTIFICATION FORM

TYLER JUNIOR COLLEGE DISTRICT
REQUEST FOR PROPOSALS NO. J2120-17-04
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 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 (1) 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."

This notice is not required of a publicly-held Corporation

I 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.

NAME: \_\_\_\_\_

A. I have not been convicted of a felony.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

B. I have been convicted of a felony.

Name of Felon (s): \_\_\_\_\_
Details of Conviction (s): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

C. The associated firm (or practice) is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon (s): \_\_\_\_\_
Details of Conviction (s): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX TWO

### PROPOSED AGREEMENT

TJC has attached a sample proposed Agreement, which includes all Attachments, in conjunction with the award of a contract with the selected vendor. **AS PART OF YOUR RESPONSE TO THIS RFP, YOU MUST IDENTIFY, IN WRITING, ANY EXCEPTIONS OR ADDITIONS YOU MAY HAVE TO THE PROVISIONS OF THE AGREEMENT.** Any desired changes are to be specific and cite the applicable section. If none, so indicate in your response. Acceptance of the terms and conditions of the Agreement is considered as a major factor in the selection of the successful vendor.

## AGREEMENT BETWEEN COLLEGE AND CONTRACTOR

This Agreement to provide Miscellaneous Network Infrastructure Cabling ("**Agreement**") is made and entered into effective as of **(DATE)** ("**Effective Date**"), by and between **TYLER JUNIOR COLLEGE**, a public junior college authorized under the laws of the State of Texas ("**TJC**"), and **(Vendor Name)** ("**Contractor**"), Federal Tax Identification Number \_\_\_\_\_.

In consideration of the mutual promises and covenants contained in this Agreement, TJC and Contractor agree as follows:

1. **TERM** - The term of this Agreement will begin on the Effective Date and expire **(Date)**.
  - A. TJC will have a unilateral option to renew the Contract on the same terms for three (3) one year periods, September 1<sup>st</sup> through August 31<sup>st</sup>. Contractor must agree to provide a sixty (60) day extension of services at the end of any Contract term, including any renewal period, under the same terms, conditions and at the same cost designated on the Contract if so requested by TJC.
  - B. Time is of the essence in the performance of Contractor's duties. Failure of the Contractor to notify TJC sufficiently in advance of inability to complete within the delivery schedule shall grant TJC the option of canceling the order, purchasing from the best available source, and charging the Contractor the difference between the Contract price and actual purchase, if any, plus cost of handling. Notwithstanding the foregoing, TJC shall have no obligation to accept late performance or to waive timely performance by Contractor.
  - C. In no event shall changes be permitted without the express prior written authorization of TJC. Any such authorizations shall be in the form of a written Contract Amendment signed by both parties.
2. **TRANSITION PERIOD** - Contractor agrees that if this Agreement expires or is terminated for any reason, then, at TJC's sole option, Contractor will continue to perform the Services (ref. **Section 3**) in accordance with the terms and conditions of this Agreement until TJC contracts with a new qualified and experienced contractor(s) to perform the Services or is able to perform the Services in-house; provided that Contractor will not be required to continue performing the Services for more than four (4) months after expiration or termination of this Agreement.

Contractor will cooperate with, and assist, TJC's efforts to transition to another contractor(s) or to perform the Services in-house.

3. **Scope of Work.**
  - 1.1 Contractor will perform the scope of the work ("**Work**") set forth in **Exhibit A**, Proposal/Pricing, attached and incorporated for all purposes, to the satisfaction of TJC. Time is of the essence in connection with this Agreement. TJC will have no obligation to accept late performance or waive timely performance by Contractor.
  - 1.2 Contractor will obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, for the performance of the Work.

1.3 Upon execution of this Agreement, all services previously performed by Contractor on behalf of TJC and included in the description of the Work will become a part of the Work and will be subject to the terms and conditions of this Agreement.

4. **INTENTIONALLY LEFT BLANK**

5. **PERMITS AND LICENSES** - Contractor will obtain and keep in effect all necessary permits, licenses and notices required for its performance under this Agreement, and will post or display, if applicable, in a prominent place the permits, licenses and notices as required by Applicable Laws (ref. **Section 27**).

6. **INTENTIONALLY LEFT BLANK**

7. **QUALITY CONTROL** - TJC desires to keep the "Service Areas" in an optimum state of cleanliness. Contractor will permit inspection of its operations at any time by TJC to determine that TJC's standards of quality and cleanliness are being met

8. **SAFETY STANDARDS** - Acceptable safety standards which conform to industry standards will be followed by Contractor to assure safety for their staff as well as TJC staff, visitors, patients, employees, and students.

9. **PRICING AND PAYMENT** - Upon satisfactory and complete performance of the Services, Contractor will invoice TJC. Invoices shall be submitted in an approved format and must contain at least the following information:

- Project Name, PO Number, if any
- Contractor's Tax Identification Number
- Identification of billing period
- Itemized description of services provided, including the names, billing rates and amount of time per task expended by all persons who performed services on the project
- Completion status of project by percentage, if applicable
- Total amount of invoice

Invoices shall be submitted to:

Lenn Vaughn  
Tyler Junior College  
P. O. Box 9020  
Tyler, Texas 75711

10. **PAYMENT TERMS**

10.1 At the end of each calendar month during the term of this Agreement, Contractor will submit to TJC an invoice (each a "**Progress Payment**") covering the Services performed for TJC to that date, which application will be accompanied by documentation that TJC may reasonably request to support the invoice amount. TJC will, within twenty-one (21) days after the date TJC receives the invoice and supporting documentation for payment, approve or disapprove the amount reflected in the invoice and, if TJC approves the amount or any portion of the amount, TJC will promptly pay to Contractor the amount approved in accordance with Chapter 2251, *Texas Government Code*. If TJC disapproves any amount invoiced by Contractor, TJC will give Contractor specific reasons for

its disapproval in writing within twenty-one (21) days after the date TJC receives the invoice and supporting documentation for payment.

- 10.2 TJC is exempt from Texas Sales & Use Tax on the Services in accordance with Section 151.309, *Texas Tax Code*, and Title 34 *Texas Administrative Code* ("TAC") Section 3.322.
- 10.3 Within ten (10) days after termination of this Agreement, Contractor will submit a Final Invoice ("**Final Invoice**") which will set forth all amounts due and remaining unpaid to Contractor, and upon approval of the Final Invoice by TJC, TJC will pay ("**Final Payment**") to Contractor the amount due under the Final Invoice.
- 10.4 The cumulative amount of all Progress Payments and the Final Payment will not exceed **\$150,000 per contract year**.
- 10.5 Notwithstanding any provision to the contrary, TJC will not be obligated to make any payment (whether a Progress Payment or Final Payment) to Contractor if any one or more of the following conditions exist:
  - 10.5.1 Contractor is in breach or default under this Agreement
- 10.6 No partial payment made will be or construed to be final acceptance or approval of that part of the Services to which the partial payment relates or relieve Contractor of any of its obligations under this Agreement.
- 10.7 The acceptance of Final Payment constitutes a waiver of all claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of the Final Invoice.
- 10.8 Except for the obligation of TJC to pay Contractor certain amounts pursuant to the terms of this Agreement, TJC will have no other liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of TJC to Contractor, no present or future agent, officer, director, employee, or TJC Board of Trustees, or anyone claiming under TJC, has or will have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

## 11. **PERSONNEL; RESPONSIBILITY FOR INDIVIDUALS PERFORMING WORK**

- 11.1 Contractor agrees to:
  - 11.1.1 maintain a staff of properly licensed, trained, and experienced personnel to ensure consistent, efficient and satisfactory performance under this Agreement;
  - 11.1.2 Contractor agrees that, at all times, the employees of Contractor furnishing or performing any of the Work specified under this Agreement will do so in a professional, good, workmanlike and dignified manner.
  - 11.1.3 Every employee and agent of Contractor assigned to duty on TJC's premises will have prominently displayed on his or her person at all times while on TJC's premises an identification badge including a picture of the employee or agent.

12. **SUPERVISION; COORDINATION –**

Neither TJC nor any representative of TJC will supervise Contractor’s employees, personnel or agents performing the Services.

In addition, Contractor will meet with TJC’s representative periodically, on mutually agreeable dates and times, to coordinate the enforcement of TJC’s policies, the implementation of TJC’s suggestions and requests, and the prompt resolution of complaints.

13. **LABOR RELATIONS** - Contractor agrees to take immediate and reasonable steps to continue its provision of the Services under this Agreement in the event of any labor dispute or other action involving its employees.

14. **INDEPENDENT CONTRACTOR** - Contractor recognizes and agrees that it is engaged as an independent contractor and acknowledges that TJC has no responsibility to provide transportation, insurance, vacation or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with that status, that it will neither hold itself out as, nor claim to be an officer, partner, employee, or agent of TJC, and that it will not make any claim, demand or application to or for any right or privilege applicable to an officer, representative, employee or agent of TJC, including unemployment insurance benefits, social security coverage or retirement benefits. Contractor agrees to make its own arrangements for any fringe benefits as it may desire and agrees that it is responsible for all income taxes required by Applicable Laws. All of Contractor's employees providing Services to TJC will be deemed employees solely of Contractor and will not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, TJC. No acts performed or representations, whether oral or written, made by Contractor with respect to third parties will be binding upon TJC nor will same create any liability on the part of TJC.

15. **INSURANCE**

15.1 For Services performed on Owner’s premises, the Contractor shall furnish to Owner Certificates of Insurance as set forth below prior to the commencement of any work hereunder and shall maintain such coverage during the full term of the Agreement. All policies must include a waiver of subrogation and other rights in favor of Owner and must list Owner, its board and employees. Contractor, consistent with its status as an independent contractor, will carry, and will cause its subcontractors to carry, at least the following insurance with companies and in amounts (unless otherwise specified) as TJC may require:

15.1.1 Workers’ Compensation Insurance with statutory limits, and Employer’s Liability Insurance with limits of not less than:

Bodily Injury by Accident (Each Accident)	\$1,000,000
Bodily Injury by Disease (Each Employee)	\$1,000,000
Bodily Injury by Disease (Policy Limit)	\$1,000,000

15.1.2 Commercial General Liability Insurance with limits of not less than:

General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal Injury & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

15.1.3 Commercial Automobile Liability Insurance covering all owned, non-owned or hired automobiles, with limits of at least \$1,000,000 Combined Single Limit Bodily Injury and Property Damage; and

15.1.4 Umbrella/Excess Liability Insurance with limits of not less than \$2,000,000 per occurrence and aggregate with a Self-Insured Retention of no more than \$10,000, and (i) providing coverage in excess of the coverages of the Commercial General Liability, Commercial Automobile Liability and Employer's Liability limits, and (ii) "following form" subject to the same provisions as the underlying policies required in Section 15.1.1 Employers Liability Insurance, Section 15.1.2 Commercial General Liability Insurance, and Section 15.1.3 Commercial Auto Liability Insurance.

16.2 Contractor will deliver to TJC:

16.2.1 Evidence, satisfactory to TJC, of the existence of all insurance promptly after the execution and delivery of this Agreement and prior to the performance or continued performance of any services to be performed by Contractor under this Agreement.

16.2.2 Additional evidence, satisfactory to TJC, of the continued existence of all insurance not less than thirty (30) days prior to the expiration of any insurance. Insurance policies, with the exception of Workers' Compensation and Employer's Liability, will name and the evidence will reflect TJC (and its board and employees) as an Additional Insured and will provide that the policies will not be canceled until after thirty (30) days unconditional written notice to TJC.

16.3 The insurance policies required in this Agreement will be kept in force for the periods specified below:

16.3.1 Commercial General Liability Insurance, Commercial Automobile Liability Insurance, and Umbrella/Excess Liability Insurance will be kept in force until receipt of Final Payment by TJC to Contractor; and

16.3.2 Workers' Compensation Insurance and Employer's Liability Insurance will be kept in force until the Services have been fully performed and accepted by TJC in writing.

16.3.3 Upon request the Contractor shall furnish complete sets of its insurance policies to TJC for review.

16.3.4 Required insurance shall not be cancelable without thirty (30) days prior written notice to TJC.

16. **REPORTING NEEDED REPAIRS** - Contractor's employees will report to TJC Facilities & Construction, 903-510-2252 any conditions that warrant repairs and any unusual happenings in the Service Areas or on TJC's premises as soon as possible.

17. **ACCESS TO TJC FACILITIES**

17.1 Contractor and its employees, permitted subcontractors and agents may access only the Service Areas, and other TJC facilities deemed necessary, and will be considered as trespassers to the extent they are on or access any TJC property



that are not necessary to perform Contractor's duties and obligations under this Agreement and will have no right of access to any other TJC facilities.

**18. PRESENCE ON TJC PREMISES**

18.1 Contractor agrees that it will ensure that all of its employees, subcontractors and agents whose duties bring them upon TJC's premises will obey the rules and regulations that are established by TJC and will comply with reasonable directions TJC's representatives may give to Contractor.

18.2 Contractor is responsible for acts of its employees, subcontractors and agents while on TJC's premises. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons and property located on TJC's premises. Contractor is responsible for all damages to persons or property caused by Contractor or any of its employees, subcontractors and agents. Contractor will promptly repair, in accordance with the specifications of TJC, any damage that it, or of its employees, subcontractors and agents, may cause to TJC's premises or equipment. On Contractor's failure to do so, TJC may repair the damage and Contractor will reimburse TJC promptly for any and all reasonable expenses incurred in connection with the repair. At its option, TJC may offset against all amounts due to Contractor any and all reasonable expenses incurred in connection with the repair.

18.3 Contractor agrees that, in the event of an accident of any kind, Contractor will immediately notify TJC's Campus Police at 903-510-2258 and TJC's Contact Person at 903-510-3313, and thereafter furnishes a full written report of the accident.

18.4 Contractor will perform the Services contemplated in this Agreement without interfering in any way with the activities of TJC's employees, agents or visitors.

**19. PREMISES SECURITY**

19.1 Tyler Junior College Campus Police has the authority and responsibility to maintain the security of all TJC premises and property. Contractor will cooperate with Campus Police in all matters including the reporting of suspected security violations. Contractor will immediately report any evidence of security breaches to Campus Police at 903-510-2258.

19.2 Under no circumstances will keys or access cards in Contractor's possession be used to admit persons, known or unknown, into buildings, rooms, or offices or other facilities on TJC's premises. Anyone requesting admittance must be referred by Contractor to Campus Police at 903-510-2258. Any violation of this provision may be grounds for termination of this Agreement by TJC and it will be grounds for TJC to demand that Contractor's employee(s) who violates this provision not to be allowed to work at TJC.

**20. RESPONSIBILITY FOR TOOLS, MATERIALS, SUPPLIES AND OTHER PERSONAL PROPERTY** - TJC has no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of Contractor or its agents, employees or subcontractors, which may be located or stored on TJC's premises.

## 21. **DEFAULT AND TERMINATION**

- 21.1 In the event of a material failure by Contractor to perform in accordance with the terms of this Agreement, TJC may terminate this Agreement at any time upon giving ten (10) days' advance written notice to Contractor setting forth the nature of Contractor's failure.
- 21.2 In addition, if at any time an involuntary petition of bankruptcy is filed against Contractor and not dismissed within thirty (30) days, or if Contractor files a voluntary petition in bankruptcy, takes advantage of any insolvency law, or if a receiver or trustee is appointed and the appointment is not vacated within thirty (30) days, TJC has the right to terminate this Agreement upon fifteen (15) days advance written notice to Contractor, in addition to any other rights of any nature that TJC may have at law or in equity.
- 21.3 TJC may, without cause, terminate this Agreement at any time upon giving thirty (30) days advance written notice to Contractor. Upon termination pursuant to this Section, Contractor is entitled to payment of an amount that will compensate Contractor for Services satisfactorily performed from the time of the last payment to the termination date in accordance with this Agreement. TJC is not required to reimburse Contractor for any Services performed or expenses incurred after the termination date.
- 21.4 Termination under **Sections 24.1, 24.2 or 24.3** does not relieve Contractor or any of its employees from liability for violations of this Agreement or any other act or omission of Contractor. No expiration or termination of this Agreement will relieve either party of any obligations under this Agreement that by their nature survive expiration or termination, including **Sections 2, 10, 15, 19, 23, 24, 25, 26, 27, 30, 33, 34, 36, 39, 40, 43, 44, 45, 48, 49, 52, 53, and 54.**
- 21.5 TJC is entitled (but not obligated) to cure any default of Contractor and has the right to offset against all amounts due to Contractor any and all reasonable expenses incurred in connection with curative actions.
- 21.6 In the event that this Agreement is terminated, then within thirty (30) days after termination, Contractor will reimburse TJC for all fees paid by TJC to Contractor that were (a) not earned by Contractor prior to termination, or (b) for goods or services that TJC did not receive from Contractor prior to termination.

22. **INDEMNIFICATION** - TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY TJC, AND HOLD HARMLESS TJC, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, BOARD OF TRUSTEES, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "**INDEMNITEES**") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "**CLAIMS**") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY.

23. **CONFIDENTIALITY AND SAFEGUARDING OF TJC RECORDS; PRESS RELEASES; PUBLIC INFORMATION** - Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of TJC (including TJC's students and employees), or (3) have access to, records or record systems (collectively, "**TJC Records**"). Among other things, TJC Records may contain social security numbers, credit card numbers, medical/health information, or data protected or made confidential or sensitive by Applicable Laws, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Gramm-Leach-Bliley Act (Public Law No: 106-102), the Texas Identity Theft Enforcement and Protection Act ("ITEPA"), and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("**FERPA**"). If TJC Records are subject to FERPA, (1) TJC designates Contractor as a TJC official with a legitimate educational interest in TJC Records, and (2) Contractor acknowledges that its improper disclosure or re-disclosure of personally identifiable information from TJC Records will result in Contractor's exclusion from eligibility to contract with TJC for at least five (5) years. Contractor represents, warrants, and agrees that it will: (1) hold TJC Records in strict confidence and will not use or disclose TJC Records except as (a) permitted or required by this Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by TJC in writing; (2) safeguard TJC Records according to reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that TJC Records are safeguarded and the confidentiality of TJC Records is maintained in accordance with all Applicable Laws, including HIPAA, FERPA, ITEPA and the Gramm-Leach Bliley Act, and the terms of this Agreement; and (4) comply with TJC's rules, policies, and procedures regarding access to and use of TJC's computer systems. At the request of TJC, Contractor agrees to provide TJC with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of TJC Records.

23.1 **Notice of Impermissible Use.** If an impermissible use or disclosure of any TJC Records occurs, Contractor will provide written notice to TJC within one (1) business day after Contractor's discovery of that use or disclosure. Contractor will promptly provide TJC with all information requested by TJC regarding the impermissible use or disclosure.

23.2 **Return of TJC Records.** Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all TJC Records created or received from or on behalf of TJC will be (1) returned to TJC, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any TJC Records, Contractor will provide TJC with written notice of Contractor's intent to destroy TJC Records. Within five (5) days after destruction, Contractor will confirm to TJC in writing the destruction of TJC Records. Any such destruction will be done in compliance with the requirements of ITEPA or the Gramm-Leach Bliley Act.

23.3 **Disclosure.** If Contractor discloses any TJC Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this Section.

23.4 **Press Releases.** Except when defined as part of the Services, Contractor will not make any press releases, public statements, or advertisement referring to the

Services or the engagement of Contractor as an independent contractor of TJC in connection with the Services, or release any information relative to the Services for publication, advertisement or any other purpose without the prior written approval of TJC.

- 23.5 **Public Information.** TJC strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act*, Chapter 552, *Texas Government Code*.
- 23.6 **Termination.** In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if TJC reasonably determines that Contractor has breached any of the restrictions or obligations set forth in this Section, TJC may immediately terminate this Agreement without notice or opportunity to cure. Contractor agrees that its violation of these confidentiality provisions entitles TJC to injunctive relief without the necessity of posting a bond, in order to prevent or remedy the breach.
- 23.7 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.
- 23.8 **Indemnity.** To the extent Contractor, its employees, agents, or representatives violate these confidentiality provisions, or cause TJC or its employees', students' or board members' confidential or non-public information to be compromised, Contractor agrees to defend (with TJC choosing defense counsel), hold harmless and indemnify TJC, its board, employees, agents and representatives, for any and all damages, claims, fines, causes of action, lawsuits, attorneys' fees, costs, injuries or liabilities related to or arising from same violation.
24. **COMPLIANCE WITH LAW** - Contractor is aware of, fully informed about and in full compliance with its obligations under with all applicable, federal, state and local, laws, regulations, codes, ordinances and orders and with those of any other body or authority having jurisdiction ("**Applicable Laws**"), including Title VI of the *Civil Rights Act of 1964*, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), *Vietnam Era Veterans Readjustment Act of 1974*, as amended (41 CFR 60-250), *Rehabilitation Act of 1973*, as amended (41 CFR 60-741), *Age Discrimination Act of 1975* (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), *Fair Labor Standards Act of 1938*, Sections 6, 7, and 12, as amended, *Immigration Reform and Control Act of 1986*, Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 95-507), *Americans with Disabilities Act of 1990* (42 USC 12101 et seq.), *Civil Rights Act of 1991*, *Occupational Safety and Health Act of 1970*, as amended (PL 91-596), *Immigration and Nationality Act* (8 *United States Code* 1324a) and all other applicable laws. Contractor represents and warrants that neither Contractor nor any firm, corporation or institution represented by Contractor, nor anyone acting for that firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, Chapter 15, *Texas Business and Commerce Code*, or federal antitrust laws, or (2) has communicated directly or indirectly the content of Contractor's response to TJC's procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.
25. **UNDOCUMENTED WORKERS** - The *Immigration and Nationality Act* (8 *United States Code* 1324a) ("**Immigration Act**") makes it unlawful for an employer to hire or continue

employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form ("**I-9 Form**") as the document to be used for employment eligibility verification (8 *Code of Federal Regulations* 274a). Among other things, Contractor is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by Applicable Laws. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Contractor employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by Applicable Laws, TJC may terminate this Agreement in accordance with **Section 21** of this Agreement. Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

26. **EQUAL OPPORTUNITY** - Pursuant to Applicable Laws, Contractor represents and warrants that it is an Equal Opportunity Employer and does not discriminate on the basis of race, color, religion, national origin, age, mental or physical disability, or sex.
27. **TAXES** - Contractor will pay when due all taxes or assessments applicable to Contractor. Contractor will comply with the provisions of all Applicable Laws related to taxes and taxing authority.
28. **CONTRACTOR CONFLICT** - Contractor agrees that it will not at any time prior to or during the term of this Agreement, either directly or indirectly, use labor or materials that could or will create any difficulty with other contractors or labor engaged by Contractor or TJC or with any other party in the construction, maintenance or operation of TJC or any part thereof.
29. **ASSIGNMENT AND SUBCONTRACTING** - This Agreement is a personal service contract for the services of Contractor. The Contractor's interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (a) not be binding on TJC; and (b) be a breach of this Agreement. The benefits and burdens of this Agreement are assignable by TJC.
30. **DAMAGES** - Contractor shall be liable for the loss of or damages to TJC's property when such loss or damage arises from the negligent or unlawful acts or omissions of Contractor or its employees. The Contractor is responsible for reporting, in writing within seventy-two (72) hours of the occurrence, damage to TJC property or personal property on TJC premises. Failure to make report to TJC of the occurrence, within the specified time, may be cause for termination of this contract.
31. **CHANGES TO THE AGREEMENT** - This agreement may not be modified, waived or amended unless mutually agreed to in writing by the persons who executed this Agreement or their replacements or designees.
32. **REPRESENTATIONS AND WARRANTIES BY CONTRACTOR** - Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good

standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

33. **LIABILITY OF CONTRACTOR** – Contractor understands, agrees and expressly warrants that all Work performed under this Agreement shall be the sole responsibility of Contractor and Contractor shall be solely liable for all such Work or services performed hereunder. It is further understood and agreed that TJC shall not, under any circumstances, bear any responsibility or liability for the Work or services performed hereunder.
34. **FRANCHISE TAX CERTIFICATION** - If Contractor is a taxable entity as defined by Chapter 171, *Texas Tax Code* (“**Chapter 171**”), then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
35. **INCLEMENT WEATHER CLOSINGS** - Unless specifically requested by the TJC Contact Person, Contractor’s employees will not be required to work on days that TJC closes due to inclement weather. Contractor must work closely with TJC’s Contact Person in deciding appropriateness of scheduled work hours for Contractor’s employees due to weather conditions.
36. **LOSS OF FUNDING** - Performance by TJC under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “**Legislature**”) and allocation of funds by TJC. If the Legislature fails to appropriate or allot the necessary funds, or TJC fails to allocate the necessary funds, then TJC will issue written notice to Contractor and TJC may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of TJC.
37. **LIMITATIONS** - THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF TJC TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON TJC’S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS’ FEES; ON; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE “**LIMITATIONS**”), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON TJC EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.
38. **ENTIRE AGREEMENT; MODIFICATIONS** - This Agreement supersedes all prior agreements, written or oral, between Contractor and TJC and will constitute the entire Agreement and understanding between the parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by TJC and Contractor.

39. **CAPTIONS** - The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.
40. **VENUE; GOVERNING LAW** – Smith County, Tyler Texas, will be the proper place of venue for suit on or in respect to this Agreement. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
41. **WAIVERS** - No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.
42. **INTENTIONALLY LEFT BLANK**
43. **BINDING EFFECT** - This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.
44. **APPOINTMENT** - TJC hereby expressly reserves the right from time to time to designate by notice to Contractor a representative to act partially or wholly for TJC in connection with the performance of TJC's obligations hereunder. Contractor will act only upon instructions from that representative unless otherwise specifically notified to the contrary.
45. **RECORDS** - Contractor agrees that TJC, or any of its duly authorized representatives, at any time during the term of this Agreement, will have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of Contractor (such as sales receipts, salary lists, itemized expenses and disbursements, time reports, equipment charges, overtime reports, etc.), and related Contractor's charges incurred in its performance under this Agreement. Such records will be kept by Contractor for a period of four (4) years after Final Payment under this Agreement. Contractor agrees to refund to TJC any overpayments disclosed by any audits.
46. **NOTICES** - Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement will be in writing and will be sent via registered or certified mail, overnight courier, confirmed facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below), and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in the United States mail, (ii) if sent by overnight courier, one business day after delivery to the courier, (iii) if sent by facsimile (to the extent a facsimile number is set forth below), when transmitted, and (iv) if sent by email (to the extent an email address is set forth below), when received:

To TJC:

**Tyler Junior College  
Attn: Campus Services  
P. O. Box 9020  
Tyler, Texas 75711  
903-510-3313**

If to Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

or to another person or address as may be given in writing by either party to the other in accordance with this Section.

47. **CAPTIONS** - The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.

48. **SEVERABILITY** - In case any provision of this Agreement will, for any reason, be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included.

49. **BREACH OF CONTRACT CLAIMS**

49.1 To the extent that Chapter 2260, *Texas Government Code*, as it may be amended from time to time ("**Chapter 2260**"), is applicable to this Agreement and is not preempted by other Applicable Laws, the dispute resolution process provided for in Chapter 2260 will be used, as further described herein, by TJC and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

49.1.1 Contractor's claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business will be submitted to the negotiation process provided in Subchapter B of Chapter 2260. To initiate the process, Contractor will submit written notice, as required by Subchapter B of Chapter 2260, to TJC in accordance with the notice provisions in this Agreement. Contractor's notice will specifically state that the provisions of Subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific contract provision that TJC allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with Subchapter B of Chapter 2260 is a required prerequisite to Contractor's filing of a contested case proceeding under Subchapter C of Chapter 2260. The Director of Purchasing and Contracts of TJC, or the other officer of TJC as may be designated from time to time by TJC by written notice thereof to Contractor in accordance with the notice provisions in this Agreement, will examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve the claims.

49.1.2 If the parties are unable to resolve their disputes under Section 49.1.1, the contested case process provided in Subchapter C of Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Agreement by TJC.



- 49.1.3 Compliance with the contested case process provided in Subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107, *Texas Civil Practices and Remedies Code*. The parties hereto specifically agree that (i) neither the execution of this Agreement by TJC nor any other conduct, action or inaction of any representative of TJC relating to this Agreement constitutes or is intended to constitute a waiver of TJC's or the state's sovereign immunity to suit and (ii) TJC has not waived its right to seek redress in the courts.
- 49.2 The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, thereafter enacted or subsequently amended.
- 49.3 TJC and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.
50. **ASSIGNMENT OF OVERCHARGE CLAIMS** - Contractor hereby assigns to TJC any and all claims for overcharges associated with this Agreement arising under the antitrust laws of the United States, 15 U.S.C.A., Sec. 1 et seq., or arising under the antitrust laws of the State of Texas, *Texas Business and Commerce Code*, Sections 15.01, et seq.
51. **ETHICS MATTERS; NO FINANCIAL INTEREST** - Contractor and its employees, agents, representatives and subcontractors have read and understand TJC's Conflicts of Interest Policy available at <http://www.tasb.org/policy/pol/private/212501/pol.cfm?idx=C>. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause TJC employees to violate TJC's Conflicts of Interest Policy, provisions described by TJC's Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board of Trustees has a direct or indirect financial interest in the transaction that is the subject of this Agreement.
52. **CERTIFICATIONS OF NONSEGREGATED FACILITIES AND EQUAL EMPLOYMENT OPPORTUNITIES COMPLIANCE** - Contractor certifies that, except for restrooms and wash rooms and one (1) or more lactation rooms, each of which is segregated on the basis of sex: (1) it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained; (2) it will not maintain or provide for its employees any segregated facilities at any of its establishments; and (3) it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause. The term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, entertainment areas, and transportation or housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. Contractor further agrees that, except where it has contracts prior to the award with subcontractors exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, Contractor will retain certifications for each one of its subcontractors in Contractor's files, and that it will forward the following notice to all proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES - A Certification on Nonsegregated Facilities must be submitted prior to the award of any subcontract

exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

Contractor understands that the penalty for making false statements regarding the subject matters of this Section is prescribed in 18 U.S.C. 1001.

53. **DEBARMENT** - Contractor confirms that neither Contractor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States ("U.S.") federal government Procurement or Nonprocurement Programs, or are listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs (<http://www.epls.gov/>) issued by the U.S. General Services Administration. "**Principals**" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Contractor will provide immediate written notification to TJC if at any time prior to award Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when TJC executes this Agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to TJC, TJC may terminate this Agreement for default by Contractor.
54. **OFFICE OF INSPECTOR GENERAL CERTIFICATION** - Contractor acknowledges that TJC is prohibited by federal regulations from allowing any employee, subcontractor, or agent of Contractor to work on site at TJC's premises or facilities if that individual is not eligible to work on federal healthcare programs such as Medicare, Medicaid, or other similar federal programs. Therefore, Contractor will not assign any employee, subcontractor or agent that appears on the List of Excluded Individuals issued by the United States Office of the Inspector General ("**OIG**") to work on site at TJC's premises or facilities. Contractor will perform an OIG sanctions check quarterly on each of its employees, subcontractors and agents during the time the employees, subcontractors and agents are assigned to work on site at TJC's premises or facilities. Contractor acknowledges that TJC will require immediate removal of any employee, subcontractor or agent of Contractor assigned to work at TJC's premises or facilities if the employee, subcontractor or agent is found to be on the OIG's List of Excluded Individuals. The OIG's List of Excluded Individuals may be accessed through the following Internet website: [http://www.oig.hhs.gov/fraud/exclusions/exclusions\\_list.asp](http://www.oig.hhs.gov/fraud/exclusions/exclusions_list.asp)
55. **ACCESS TO DOCUMENTS** - To the extent applicable to this Agreement, in accordance with Section 1861(v)(1)(i) of the Social Security Act (42 U.S.C. 1395x) as amended, and the provisions of 42 CFR Section 420.300, et seq., Contractor agrees to allow, during and for a period of not less than four (4) years after the expiration or termination of this Agreement, access to this Agreement and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.
56. **NO SMOKING OR VAPING POLICY** – TJC provides a friendly, smoke-free vapor-free environment at all of its campuses and satellite facilities. Contractor agrees to fully comply with TJC's no smoking policy and to ensure compliance of same by all employees of Contractor or anyone else performing under this Agreement on its behalf.

57. **EXHIBITS** - Exhibit A – Proposal / Pricing is attached hereto and is incorporated herein by reference for all purposes as part of this Agreement. To the extent of any conflict, Exhibit A will control.
58. **FORCE MAJEURE** – The performance of either party’s obligations will be suspended to the extent and for the length of time that the party is prevented from performing due to acts of nature, fires, governmental actions, changes in the Service requirements which directly contribute to a delay, or other events beyond its reasonable control. In the event of any occurrence that a party considers to be the cause of a delay or failure of performance, the party affected shall promptly notify the other party.

**IN WITNESS WHEREOF**, duly authorized representatives of TJC and Contractor have executed and delivered this Agreement effective as of the Effective Date.

OWNER:

CONTRACTOR:

**TYLER JUNIOR COLLEGE**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: L.Michael Metke

Name: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Contract Review:**

**EXHIBITS**

Exhibit A - Scope of Work

Exhibit B – Proposal/Pricing