REQUEST FOR PROPOSAL

Selection of a Vendor to Provide
IRS Form 1098-T Processing Services for Students
for
Tyler Junior College
RFP No.: J2120-19-07
Issued: August 6, 2019
Submittal Due Date: August 29, 2019 2:00 p.m.

Prepared By:
Dana Ballard
Director, Campus Services
Tyler Junior College
1327 South Baxter
Tyler, Texas 75701
903-510-3313
dbal@tjc.edu
KEY DATES SCHEDULE

PROJECT NAME: 1098-T Processing Services

SCOPE OF WORK: Engage the Services of a Vendor(s) to provide IRS Form 1098-T Processing for Students

ISSUANCE OF RFP August 6, 2019

DEADLINE FOR QUESTIONS: August 16, 2019 10:00 a.m. CST

SUBMITTAL DEADLINE: August 29, 2019 2:00 p.m. CST

DELIVERY LOCATION: Tyler Junior College
Campus Services
Attn: Dana Ballard
1327 South Baxter
Tyler, Texas  75701

BOARD OF TRUSTEES AWARD: A final determination will be made at a future board meeting. Tyler Junior College reserves the right to reject any and all Request for Proposals and waive any and all formalities and conditions.

TERM OF SERVICE/PROJECT: One (1) twelve-month contract with an option to renew for four (4) additional years in one (1) year increments.

NOTICE: ALL QUESTIONS RELATED TO THIS RFP ARE TO BE DIRECTED TO DANA BALLARD dbal@tjc.edu. NO PHONE CALLS WILL BE ACCEPTED.
REQUEST FOR PROPOSAL

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1.1 Description of Tyler Junior College

Tyler Junior College (“TJC”) is located in Tyler, Texas. Since 1926, Tyler Junior College has been fulfilling three promises to its students and the Tyler area by providing a quality education, a vibrant student life and service to the community. Whatever course of study you choose, you will find quality instruction, caring faculty, support services designed to help you achieve your goals and a vibrant student life that is like none other at the two-year level. Through your studies and involvement in student organizations, you will come in contact with numerous opportunities for service learning, volunteerism and community assistance.

Tyler Junior College provides a friendly, smoke-free vapor-free environment at all of its campuses and satellite facilities. No alcohol will be permitted on campus grounds.

Tyler Junior College is committed to providing a safe environment for students, faculty, staff, and visitors, and to respecting the right of individuals who are licensed to carry a handgun where permitted by law. Individuals who are licensed to carry may do so on campus premises or in a college owned vehicle except in locations and at activities prohibited by law or by this policy. Individuals who observe a violation of this policy are required to report the incident immediately to the Campus Police Department, so it can be documented and properly investigated. Campus Police can be contacted at 903 510-2222. Dial 911 for emergencies.

https://www.tjc.edu/downloads/file/1045/concealed_handguns_on_campus_policy

Tyler Junior College’s web page is located at http://www.tjc.edu/.

1.2 Objective of this Request for Proposal

Tyler Junior College (“TJC”) is soliciting proposals in response to this Request for Proposal, RFP No. J2120-19-07 (this “RFP”), from qualified vendors to provide certain 1098-T processing services (the “Services”). The Services, which are more specifically described in Section 5 (Scope of Work). The College reserves the right to accept or reject any or all proposals, waive any formalities in the proposal process, and to award the proposal that best serves the interest of the College.

All information contained in this RFP is believed to be substantially correct. However, the responsibility for determining the full extent of the services required, and verification of all information herein shall rest solely with those making proposals. Neither the College nor its representatives shall be responsible for any error or omission in this RFP.

1.3 Public Information

Proposer is hereby notified that TJC strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.
TJC may seek to protect from disclosure all information submitted in response to this RFP until such time as a final agreement is executed.

Upon execution of a final agreement, TJC will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the Texas Public Information Act (Government Code, Chapter 552.001, et seq.). Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.110, 552.113, and 552.131, Government Code.

1.4 Contract and Service Agreement

Contractor, if any, will be required to enter into a contract with TJC in a form substantially similar to the Draft Agreement between TJC and Contractor (the “Agreement”) attached to this RFP as APPENDIX TWO and incorporated for all purposes.

Proposers should be aware that the contents of the successful proposal will become a part of the subsequent contractual documents. Failure of the Proposer to accept this obligation may result in the cancellation of any award.

By submitting a proposal, Proposer further warrants and represents that he/she has become fully acquainted with the conditions, facts, and circumstances relating to providing the services/products required under this RFP. The failure or omission of Proposer to acquaint himself/herself with existing conditions, facts, and circumstances, shall in no way relieve him/her of any obligation with respect to his/her proposal and any ensuing contract.

The services/coverages/products requested are currently anticipated to commence on October 1, 2019.

Each Proposer acknowledges that the College has made a reasonable attempt to provide the Proposer with relevant pricing and exposure data. The Proposer, therefore, waives any right of voidance of the contract based upon any expressed or implied warranty or representation that the pricing or activity data provided discloses all requirements, risks or exposures known to exist in the provision of the services being requested.

1.5 Clarifications and Interpretations

TJC may, in its sole discretion, respond in writing to written inquiries concerning this RFP. Only TJC’s responses that are made by formal written Addenda will be binding on TJC. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by TJC prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. Section 4 of APPENDIX ONE). The Addenda Checklist must accompany the Proposer’s proposal. 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 http://www.tjc.edu/rfp.
1.6 Proposal Evaluation Process

The evaluation of the Proposals shall be based on the requirements and percentages described in Section 2.3 of this RFP. All properly submitted Proposals will be reviewed, evaluated, and ranked by TJC.

TJC will select Contractor by using the competitive sealed proposal process described in this Section. All proposals submitted by the Submittal Deadline accompanied by the number of completed and signed originals are required by this RFP will be opened publicly to identify the name of each Proposer submitting a proposal. Any proposals that are not submitted by the Submittal Date will be rejected by TJC as non-responsive due to material failure to comply with advertised specifications. After the opening of the proposals and upon completion of the initial review and evaluation of the proposals, TJC may invite one or more selected Proposers to participate in oral presentations. TJC will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

TJC may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, TJC may make the selection of Contractor on the basis of negotiation with any of the Proposers. In conducting such negotiations, TJC will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

At TJC's sole option and discretion, TJC may discuss and negotiate all elements of the proposals submitted by selected Proposers within a specified competitive range. For purposes of negotiation, TJC may establish, after an initial review of the proposals, a competitive range of acceptable or potentially acceptable proposals composed of the highest rated proposal(s). In that event, TJC will defer further action on proposals not included within the competitive range pending the selection of Contractor; provided, however, TJC reserves the right to include additional proposals in the competitive range if deemed to be in the best interests of TJC.

After submission of a proposal but before final selection of Contractor is made, TJC may permit a Proposer to revise its proposal in order to obtain the Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. TJC will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. TJC is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to TJC overall, as determined by TJC.

TJC reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of TJC. Proposer is hereby notified that TJC will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by TJC.

1.7 TJC’s Reservation of Rights/Unbalanced Proposal

TJC may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. TJC reserves the right to divide the Project into multiple parts, to reject any and all Proposals and re-solicit for new Qualifications, or to reject any and all Proposals and temporarily or permanently abandon the Project. TJC makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP.
for any project and no such representation is intended or should be construed by the issuance of this RFP. Acceptance of a Proposal for consideration does not waive this reservation of rights, nor does it imply any obligation by TJC.

If the best proposer’s Proposal is significantly unbalanced either in excess of or below reasonable cost analysis values normally associated with the work, the Proposal will be considered as non-responsive and will not be considered for award. The College reserves the right to evaluate and determine the next qualified Proposal for consideration of Award.

1.8 Proposer’s Acceptance of Evaluation Methodology

By submitting a proposal, Proposer acknowledges (1) Proposer’s acceptance of [a] the Proposal Evaluation Process (ref. Section 1.6 of this Section), [b] the Criteria for Selection (ref. Section 2.3 of this RFP), [c] the Specifications and Additional Questions (ref. Section 5 of this RFP), and [d] all other requirements and specifications set forth in this RFP; and (2) Proposer’s recognition that some subjective judgments must be made by TJC during this RFP process.

1.9 No Reimbursement for Costs

Proposer acknowledges and accepts that any costs incurred from the Proposer’s participation in this RFP shall be at the sole risk and responsibility of the Proposer. Proposer understands and agrees that (1) this RFP is a solicitation for proposals and TJC has made no representation written or oral that one or more agreements with TJC will be awarded under this RFP; (2) TJC issues this RFP predicated on TJC’s anticipated requirements for the Services, and TJC has made no representation, written or oral, that any particular scope of services will actually be required by TJC; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer’s preparation of a proposal in response to this RFP.

1.10 Eligible Respondents

Only individual firms or lawfully-formed business organizations may apply. (This does not preclude a respondent from using consultants.) TJC will contract only with the individual firm or formal organization that submits a Proposal in accordance with the requirements set forth herein.

1.11 Sales and Use Taxes

Section 151.311, Tax Code, as amended effective October 1, 1993, permits the purchase free of state sales and use taxes of tangible personal property to be incorporated into realty in the performance of a contract for an improvement to realty for certain exempt entities that include junior college districts. The section further permits the purchase tax free of tangible personal property (other than machinery or equipment and its accessories and repair and replacement parts) for use in the performance of such a contract if the property is “necessary and essential for the performance of the contract” and “completely consumed at the job site.” In addition, the section permits the purchase tax free of a tangible service for use in the performance of such a contract if the service is performed at the job site and if “the contract expressly requires the specific service to be provided or purchased by the person performing the contract” or “the service is integral to the performance of the contract.”
1.12 Certification of Franchise Tax Status

Respondents will complete the Delinquent Franchise Taxes Form (Appendix One, Section 6) and include it in the RFP responses. This is required by State Law (H.B. 175, Acts 70th Leg. R.S., 1987, Ch. 283, p. 3242). The Respondent further agrees that each subcontractor and supplier under contract will also provide a certification of franchise tax status.

1.13 Proposal Validity Period

Each proposal must state that it will remain valid for TJC’s acceptance for a minimum of sixty (60) days after the Submittal Deadline to allow time for evaluation, selection, and any unforeseen delays.

1.14 Equal Opportunity Employer

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

1.15 House Bill 1295

The Texas Legislature adopted House Bill 1295, which was added to Section 2252.908 of the Government Code. 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. TJC will be unable to execute and services cannot be performed until the process is complete.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.16 Bid Protest Procedure

A vendor who has timely responded to an Invitation to Bid, Request for Proposal, or Competitive Sealed Proposal, but is not awarded the bid, has the right to protest the bid award if the amount of the bid is over $50,000 in the aggregate. A protest must be made in writing and submitted to the Director, Campus Services, no later than five (5) business days after the award of the bid. The date of the bid award will not be counted as one of the five (5) business days. Any protest submitted after five (5) business days is untimely and will not be considered by the College.

The written protest must contain the following in order to be considered:

(a) A specific identification of the statutory, regulatory, or policy provision(s) that the action complained of is alleged to have violated;
(b) A specific description of each act alleged to have violated the statutory, regulatory, or policy provision(s) identified in “a” of this subsection;
(c) A precise statement of the relevant facts;
(d) An identification of the issue or issues to be resolved;
(e) Arguments and authorities in support of the protest; and
(f) An affidavit that the contents of the protest are true and accurate.

No amendments to the protest will be considered by the College.

The Director, Campus Services, legal counsel for the College, and/or a committee headed by and appointed by the Vice-President, Financial and Administrative Affairs/CFO, shall review the protest documentation and shall provide the protestor a final written determination regarding whether any statutes, regulations, or policies have been violated, the reasons for the determination, and remedial action to be taken, if any. This review and final determination may be made with the assistance of legal counsel. The written determination shall be made within ten (10) business days of the receipt of the protest, unless the Director, Campus Services, notifies protestor that additional time is needed. The decision shall be final.

1.17 Felony Conviction Notification

Bidders are hereby notified that in accordance with Section 44.034 of the Texas Education Code, a person or business entity that enters into a contract with Tyler Junior College must give notice to 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. Furthermore, the College may terminate a contract with a person or business entity if the College determines that the person or business entity failed to give this notice or misrepresented the conduct resulting in the conviction. This requirement does not apply to a publicly-held corporation.

1.18 Israel

Respondents must complete and submit with their proposal the Prohibition on Contracts with Companies Boycotting Israel form (Appendix One, Section 7). In accordance with the Texas Government Code Section 2270.002, Bidder represents and verifies that it does not, and will not during the term of the contract, if awarded, boycott Israel and that Bidder is not identified by the Texas Comptroller as boycotting Israel. “Boycott” as used herein means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

1.19 Debarment

Bidder confirms that neither Bidder 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.epis.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). Bidder further certifies that it is not identified on the Texas Comptroller’s list of scrutinized companies doing business with Sudan or Iran or a list of companies known to have contracts with or to provide services or supplies to a foreign terrorist organization. Bidder 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 an Agreement, if any. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to the other remedies available to TJC, TJC may terminate the Agreement, if awarded, for default by Bidder.

SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

TJC will accept proposals submitted in response to this RFP until 2:00 p.m., Central Standard Time on August 29, 2019, in the Offices of Campus Services (the “Submittal Deadline”).

2.2 TJC Contact Person

Proposers will direct all questions or concerns regarding this RFP to the following TJC contact (“TJC Contact”) by email:

Tyler Junior College  
Attn: Dana Ballard  
Director, Campus Services  
1327 South Baxter  
Tyler, Texas 75701  
903-510-3313  
dbal@tjc.edu

TJC specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to TJC Contact. TJC Contact must receive all questions or concerns no later than August 16, 2019 at 10:00 A.M. TJC will have a reasonable amount of time to respond to questions or concerns. It is TJC’s intent to respond to all appropriate questions and concerns; however, TJC reserves the right to decline to respond to any question or concern. 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 http://www.tjc.edu/rfp

2.3 Criteria for Selection

The successful Proposer, if any, selected by TJC in accordance with the requirements and specifications set forth in this RFP will be the Proposer that submits a proposal in response to this RFP on or before the Submittal Deadline that is the most advantageous to TJC. The successful Proposer is referred to as the “Contractor.”

Proposer is encouraged to propose terms and conditions offering the maximum benefit to TJC in terms of (1) 1098-T processing services, (2) total overall cost to TJC, and (3) experience and ability to provide these services. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to TJC in a contract for the Services.

An evaluation team from TJC will evaluate proposals. The evaluation of proposals and the selection of Contractor will be based on the information provided by Proposer in its
proposal. TJC may give consideration to additional information if TJC deems such information relevant.

2.3.1 The criteria to be considered by TJC in evaluating proposals and selecting Contractor, will be those factors listed below.

Scoring Criteria:

2.3.1.1 The Proposer’s ability to provide required services as defined in the Scope of Work................................................................. (35%)
2.3.1.2 The total overall cost to TJC in providing required services...... (55%)
2.3.1.3 The Proposer’s experience and ability to provide the services... (10%)

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Number of Copies

Proposer must submit a total of two (2) complete and identical copies of its entire proposal. An original signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. Section 2 of APPENDIX ONE) of at least one (1) copy of the submitted proposal. The copy of the Proposer’s proposal bearing an original signature should contain the mark “original” on the front cover of the proposal.

3.2 Submission

Proposals must be received by TJC on or before the Submittal Deadline (ref. Section 2.1 of this RFP) and should be delivered to or, if sending by common carrier (FedEx, UPS, etc.), mailed to:

Tyler Junior College
Attn: Dana Ballard
Director, Campus Services
1327 South Baxter
Tyler, Texas 75701
903-510-3313

3.3 Terms and Conditions

3.3.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Notice to Proposer (ref. Section 2 of this RFP), Proposal Requirements (ref. APPENDIX ONE) and the Specifications and Additional Questions (ref. Section 5 of this RFP). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

3.3.1.1. Specifications and Additional Questions (ref. Section 5 of this RFP);
3.3.1.2. General Terms and conditions (ref. Section 4);
3.3.1.3. Proposal Requirements (ref. APPENDIX ONE);
3.3.1.4. Notice to Proposers (ref. Section 2 of this RFP).

3.4 Submittal Checklist

Proposer is instructed to complete, sign, and return the following documents as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then TJC may reject the proposal:

3.4.1 Signed and Completed Execution of Offer (ref. Section 2 of APPENDIX ONE)

3.4.2 Signed and Completed Pricing Proposal (ref. Section 6 of this RFP)

3.4.3 Responses to Proposer’s General Questionnaire (ref. Section 3 of APPENDIX ONE)

3.4.4 Signed and Completed Addenda Checklist (ref. Section 4 of APPENDIX ONE). 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 http://www.tjc.edu/rfp

3.4.5 Responses to questions and requests for information in the Specifications and Additional Questions (ref. Section 5 of this RFP)

3.4.6 Signed and Completed Felony Conviction Notification Form (ref. Section 5 of APPENDIX ONE).

3.4.7 Signed and Completed Delinquent Franchise Taxes Form (ref. Section 6 of APPENDIX ONE)

3.4.8 Signed and Completed Prohibition on Contracts with Companies Boycotting Israel Form (ref. Section 7 of APPENDIX ONE)

SECTION 4

GENERAL TERMS AND CONDITIONS

The terms and conditions contained in the attached Draft Agreement (ref. APPENDIX TWO) or, in the sole discretion of TJC, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any contract or agreement that results from this RFP

SECTION 5

SPECIFICATIONS AND ADDITIONAL QUESTIONS

5.1 General

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in Section 2.3 of this RFP, the successful Proposer is referred to as the “Contractor.”

5.2 Pricing Proposal – Ref. Section 6
5.3 Scope of Work Requirements

Contractor will provide the Services more particularly described in the Draft Agreement (ref. APPENDIX TWO), and the following scope of work. This Statement of Work is intended to outline the services, materials and special items required to perform 1098-T processing services for TJC.

Tyler Junior College follows a fiscal year of September 1 through August 31; all invoices for goods and/or services shall be billed according to TJC’s fiscal year.

The contract awardee must be a capable of providing the following:

- Print and mail IRS Form 1098-T, and
- provide online access to digital 1098-T forms by the IRS specified due date. The format will be based on student consent to receive their 1098-T forms electronically.
- Provide a standard 1098-T information sheet (or its equivalent) with each 1098-T mailed or provide the information online with the digital 1098-T forms.
- Provide a service line, chat, or online contact information for students with basic questions regarding the 1098-T form.
- Include institution contact information on the Form 1098-T.
- Print and mail reprinted forms on request.
- Provide institutional administrative access to the contractor’s secure website to be able to view, update, print student data and to request reprints of 1098-T’s.
- Electronically transmit recipient data to the IRS in a format approved by the IRS. Transmission of the data is to be completed by the IRS specified due date.
- Print and mail amended forms as needed.
- Electronically transmit amended recipient data to the Internal Revenue Service in an approved format on a timely basis.
- Provide a description of how the data reported to recipients and the IRS will be provided to the institution.
- Provide an explanation of your approach to data ownership for customer data that resides in your data center.
Proposal of: ____________________________

(Proposer Company Name)

To: Tyler Junior College

Ref.: IRS Form 1098-T Processing Services

RFP No.: J2120-19-07

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the requested commercial insurance 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. It must be filled out completely and returned with this executed Pricing Proposal. TJC reserves the right to place orders with more than one service contractor.
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<td>Delivery of 1098-T Data to IRS</td>
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<td>Call center services for student questions and help</td>
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6.2 Start-up Schedule


6.3 Added Value

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.

6.4 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: ______________________________
APPENDIX ONE
PROPOSAL REQUIREMENTS

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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 Proposers must submit proposals in accordance with the specifications in Section 3. Each variance to these specifications must be clearly stated in the proposal. Slight variations to specifications might be accepted; however, the College will be the sole judge as to what variations will be allowed.

1.2.3 All products and/or services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the College shall be included in the proposal.
1.2.4 Any deviations to any of the specifications shall be clearly noted in writing by the Proposer and shall be included with the proposal.

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

1.2.6 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.

1.2.7 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.

1.2.8 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 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 or personal meeting with or writing to TJC, at TJC’s sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.

1.2.9 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by TJC, in 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, in its sole discretion.
1.3.3 Pricing and Delivery Schedule

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 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.

In the Pricing Proposal, Proposer should describe each significant phase in the process of providing the Services to TJC, and the time period within which Proposer proposes to be able to complete each such phase.

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, in its sole discretion. 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 http://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 Delinquent Franchise Taxes Form

Proposer must complete, sign and return the attached Delinquent Franchise Taxes Form (ref. Section 6 of APPENDIX ONE) as part of its proposal. The 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 Delinquent Franchise Taxes Form may be rejected by TJC in its sole discretion.

1.3.8 Prohibition on Contracts with Companies Boycotting Israel

Proposer must complete, sign and return the attached Prohibition on Contracts with Companies Boycotting Israel Form (ref. Section 7 of APPENDIX ONE) as part of its proposal. The 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 Prohibition Form may be rejected by TJC in its sole discretion.

1.3.9 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, in 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 an 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.
APPENDIX ONE, SECTION 2
EXECUTION OF OFFER
IRS FORM 1098-T PROCESSING SERVICES
J2120-19-07

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;

   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 exist 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, 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, subcontractor, 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. Please complete the following:

15. By signature hereon, in accordance with the Texas Government Code, Respondent represents and verifies that it does not, and will not during the term of the contract, if awarded,
boycott Israel and that Respondent is not identified by the Texas Comptroller as boycotting Israel. “Boycott” as used herein means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

16. By signature hereon, Respondent confirms that neither Respondent 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). Respondent further certifies that it is not identified on the Texas Comptroller’s list of scrutinized companies doing business with Sudan or Iran or a list of companies known to have contracts with or to provide services or supplies to a foreign terrorist organization. Respondent will provide immediate written notification to TJC if at any time prior to award Respondent 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 the Agreement, if any. If it is later determined that Respondent knowingly rendered an erroneous certification, in addition to the other remedies available to TJC, TJC may terminate the Agreement, if any, for default by Respondent.

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:

<table>
<thead>
<tr>
<th>Name</th>
<th>Social Security Number</th>
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Submitted and Certified By:
APPENDIX ONE, 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.

3.1.2 State whether Proposer will provide a copy of its financial statements for the past two (2) years if requested by TJC.
3.1.3 Proposer will provide, if requested, a financial rating of the Proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.

3.1.4 Is Proposer 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 (if any).

3.1.6 Is Proposer 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 Does any relationship exist (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.

3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of an Agreement.

3.3 General Requirements

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

3.3.2 Proposer must identify any exceptions or additions you may have to the provisions of the draft agreement APPENDIX TWO. 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.
APPENDIX ONE, SECTION 4

ADDENDA CHECKLIST

Proposal of: ____________________________________________

(Proposer Company Name)

To: TYLER JUNIOR COLLEGE

Ref.: IRS Form 1098-T Processing Services

RFP No.: J2120-19-07

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 http://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 DISTRICT
REQUEST FOR PROPOSALS NO. J2120-19-07
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 ONE, SECTION 6
DELINQUENT FRANCHISE TAXES FORM

Each corporation contracting with the College shall certify that its franchise taxes are current. If the corporation is exempt from payment of franchise taxes or is an out-of-state corporation not subject to Texas franchise tax, it shall certify a statement that effect. Making a false statement as to corporate franchise tax status shall be considered a material breach of the contract and shall be grounds for cancellation of the contract.

I, the understand agent for the corporation, named below, certify that the information concerning delinquent franchise taxes has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR’S NAME: ________________________________________________

AUTHORIZED CORPORATION OFFICIAL’S NAME: ________________________________

A. The corporation is exempt from payment of franchise taxes or is an out-of-state corporation not subject to Texas franchise tax; therefore, I am submitting a certified statement to that effect.

Signature of Corporate Official: ____________________________________________

B. The corporation is subject to Texas franchise tax. I hereby certify that there is no delinquent Texas franchise tax pending against the corporation.

Signature of Corporate Official: ____________________________________________

C. I hereby certify that there is delinquent Texas franchise tax pending against the corporation.

Signature of Corporate Official: ____________________________________________
APPENDIX ONE, SECTION 7
PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criterion under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

Exemption criteria includes the following:

1. Company is a sole proprietorship;
2. Company employs less than 10 full-time employees;
3. Value of the contract is less than $100,000

“Boycott Israel” is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. “Company” is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

I, __________________________, the __________________________
(Name of Certifying Official) (Title or Position of Certifying Official)
of __________________________,
(Name of Company)
does hereby verify on behalf of said company to Tyler Junior College that said company: (check one)

___ 1) does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract;

___ 2) Company is a sole proprietorship;

___ 3) Company employs less than 10 full-time employees;

___ 4) Value of the contract is less than $100,000

____________________________
Signature of Certifying Official

____________________________
Title

____________________________
Date of Certification
APPENDIX TWO

DRAFT AGREEMENT

TJC has attached a draft Agreement in conjunction with the award of a contract with the selected vendor. AS PART OF YOUR RESPONSE TO THIS RFP (REFERENCE APPENDIX ONE, SECTION 3. 3.3.2), 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.
DRAFT AGREEMENT BETWEEN COLLEGE AND CONTRACTOR

This Agreement between College and Contractor ("Agreement") is made and entered into effective as of October 1, 2019, (the “Effective Date”), by and between Tyler Junior College, a public junior college authorized under the laws of the State of Texas ("TJC"), and ____________ ("Contractor"), Federal Tax Identification Number ____________________.

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

1. **Scope of Work.**

   1.1 Contractor will perform the scope of the work ("Work") set forth in Schedule 1. Scope of Work for IRS Form 1098-T processing services, 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.

2. **The Project.**

   The Work will be provided in connection with Schedule 1, Scope of Work, and all other related, necessary and appropriate services (the “Project”).

3. **Time for Commencement and Completion.**

   The term of this Agreement will be a total of five (5) years; a one (1) year initial term, plus four (4) one-year optional renewals.

4. **Contractor’s Obligations.**

   4.1 Contractor will perform the Work in compliance with all applicable federal, state and local, laws, regulations, and ordinances. Contractor represents and warrants that neither Contractor nor any firm, corporation or institution represented by Contractor, or anyone acting for the 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.

   4.2 Contractor represents, warrants and agrees that (a) it will use its best efforts to perform the Work in a good and workmanlike manner and in accordance with the highest standards of Contractor’s profession or business, and (b) all of the Work to be performed will be of the quality that prevails among similar businesses of superior knowledge and skill engaged in providing similar services in major United States urban areas under the same or similar circumstances.

   4.3 Contractor will maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Agreement. Contractor will cause all persons connected with Contractor directly in charge of the Work to be duly registered and/or licensed under all applicable federal, state and local, laws, regulations, and ordinances. Contractor will assign to
the Project a designated representative who will be responsible for the administration and coordination of the Work.

4.4 Contractor represents that if (i) it is a corporation, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate 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; or (ii) if it is a partnership, limited partnership, limited liability partnership, or limited liability company, then it has all necessary power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

4.5 Contractor represents and warrants that neither the execution and delivery of this Agreement by Contractor nor the performance of its duties and obligations under this Agreement will (a) result in the violation of any provision [i] if a corporation, of Contractor's articles of incorporation or by-laws, [ii] if a limited liability company, of its articles of organization or regulations, or [iii] if a partnership, of any partnership agreement by which Contractor is bound; (b) result in the violation of any provision of any agreement by which Contractor is bound; or (c) to the best of Contractor's knowledge and belief, conflict with any order or decree of any court or other body or authority having jurisdiction.

4.6 Contractor represents and warrants that: (i) the Work will be performed solely by Contractor, its full-time or part-time employees during the course of their employment, or independent contractors who have assigned in writing all right, title and interest in their work to Contractor for the benefit of TJC; (ii) TJC will receive free, good and clear title to all Work Material developed under this Agreement; (iii) the Work Material and the intellectual property rights protecting the Work Material are free and clear of all encumbrances, including security interests, licenses, liens, charges or other restrictions; (iv) the Work Material will not infringe upon or violate any patent, copyright, trade secret, trademark, service mark or other property right of any former employer, independent contractor, client or other third party; and (v) the use, reproduction, distribution, or modification of the Work Material will not violate the rights of any third parties in the Work Material, including trade secret, publicity, privacy, copyright, trademark, service mark and patent rights.

5. The Contract Amount.

5.1 Notwithstanding the foregoing, the cumulative amount of Service Fees remitted by TJC to Contractor will not exceed $TBD (“Fee Cap”) without the prior written approval of TJC.

5.2 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.

6. Payment Terms.

6.1 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.

6.2 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 ("Final Payment") to Contractor the amount due under the Final Invoice.

6.3 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:

6.3.1 Contractor is in breach or default under this Agreement; or

6.3.2 Any part of the payment is attributable to Services which are not performed in accordance with this Agreement; provided, however, payment will be made as to the part attributable to Services which are performed in accordance with this Agreement.

6.4 The cumulative amount of all Progress Payments and the Final Payment (defined below) will not exceed the Contract Amount, as more particularly set forth in the 5.1 Fee Cap.

6.5 No payment made by TJC will (a) be construed to be final acceptance or approval of that part of the Work to which the payment relates, or (b) relieve Contractor of any of its duties or obligations under this Agreement.

6.6 The acceptance of Final Payment by Contractor will constitute 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 for payment.

6.7 TJC will have the right to verify the details set forth in Contractor's invoices and supporting documentation, either before or after payment, by (a) inspecting the books and records of Contractor at mutually convenient times; (b) examining any reports with respect to the Project; and (c) other reasonable action.

6.8 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.

7. **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.
8. **Default and Termination.**

8.1 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.

8.2 TJC may, without cause, terminate this Agreement at any time upon giving seven (7) 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.

8.3 Termination under Sections 8.1 or 8.2 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.

8.4 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.

8.5 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.

8.6 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.

9. **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 MALPRACTICE, NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOM 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.
10. **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.

11. **Insurance.**

11.1 Contractor, consistent with its status as an independent contractor will carry and will cause its subcontractors to carry, at least the following insurance in the form, with companies admitted to do business in the State of Texas and having an A.M. Best Rating of A-:VII or better, and in amounts (unless otherwise specified), as TJC may require:

11.1.1 **Workers Compensation Insurance with statutory limits, and Employer’s Liability Insurance with limits of not less than $1,000,000:**

- Employers Liability - Each Accident: $1,000,000
- Employers Liability - Each Employee: $1,000,000
- Employers Liability - Policy Limit: $1,000,000

Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation and other rights in favor of TJC;

11.1.2 **Commercial General Liability Insurance with limits of not less than:**

- Each Occurrence Limit: $1,000,000
- Damage to Rented Premises: $100,000
- Medical Expenses (any one person): $10,000
- Personal & Advertising Injury: $1,000,000
- General Aggregate: $2,000,000
- Products - Completed Operations Aggregate: $2,000,000

Policy will include independent contractor’s liability, covering, but not limited to, the liability assumed under the indemnification provision of this contract, fully insuring Contractor’s (or Subcontractor’s) liability for bodily injury (including death) and property damage. Contractor’s Risk Management will issue a letter naming TJC as an insured for liability purposes.

11.1.3 **Professional Liability Insurance with limits of not less than $1,000,000 per claim to include Violations of Privacy.**

11.2 Contractor will deliver to TJC:

11.2.1 Evidence satisfactory to TJC in its sole discretion, evidencing the existence of all insurance 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.

Additional evidence, satisfactory to TJC in its sole discretion, 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 be endorsed and name TJC as an Additional Insured. All policies will be endorsed to provide a waiver of subrogation in favor of TJC. All policies with the exception of Workers’ Compensation and
Employer’s Liability will be endorsed to provide primary and non-contributory coverage. No policy will be canceled until after thirty (30) days’ unconditional written notice to TJC.

Contractor will be responsible for providing to TJC immediate notice of its receipt of a notice of cancellation, termination, material change, or non-renewal relating to any insurance policy required herein. This requirement may be satisfied by providing a copy of the notice received by the Contractor to the TJC within two business days or by endorsement of the policy to require notice to the TJC to be provided by the insurer.

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

11.3.1 Commercial General Liability Insurance; will be kept in force until receipt of Final Payment by TJC to Contractor; and

11.3.2 Workers' Compensation Insurance and Employer’s Liability Insurance will be kept in force until the Work has been fully performed and accepted by TJC in writing.

12. Miscellaneous.

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

12.6 Changes to the Agreement; Modifications - This agreement and each of its provisions will be binding upon the parties and 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.

12.7 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.

12.8 Entire Agreement - 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.

12.9 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.

12.10 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.

12.11 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.

12.12 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.

12.13 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, 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, or data protected or made confidential or sensitive by Applicable Laws, including 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 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.

12.13.1 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.

12.13.2 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.

12.13.3 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.

12.13.4 Press Releases - Except when defined as part of the Work, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an independent contractor of TJC in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of TJC.

12.13.5 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*.

12.13.6 **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.

12.13.7 **Duration** - The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

12.13.8 **Israel** - Contractor represents and verifies that it does not, and will not during the term of the contract, if awarded, boycott Israel and that Contractor is not identified by the Texas Comptroller as boycotting Israel. “Boycott” as used herein means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

12.13.9 **FERPA Compliance** – Contractor agrees, to the extent applicable, to comply with all laws regarding the confidentiality of the students’ educational records, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”) and to comply with all applicable laws in safeguarding any non-public, sensitive, and/or confidential information of the College’s faculty and students which is in its control.

12.14 **Binding Effect** - This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

12.15 **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.

12.16 **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: Shelly Roberts  
Director, Contract Administration  
P. O. Box 9020  
Tyler, Texas 75711  
903-510-2151

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.

12.17 **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.

12.18 **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.

12.19 **Breach of Contract Claims**

12.19.1 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:

12.19.1.1 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.

12.19.1.2 If the parties are unable to resolve their disputes under Section 8, 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.

12.19.1.3 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.

12.19.2 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.

12.19.3 TJC and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.

12.20 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 8 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.

12.21 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.

12.22 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?id=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.

12.23 Prohibitions – TJC provides a friendly, tobacco-free and vapor-free environment at all of its campuses and satellite facilities. Contractor agrees to fully comply with TJC’s no tobacco or vapor policy and to ensure compliance of same by all employees or subcontractors of Contractor or anyone else performing under this Agreement on its behalf. TJC’s campuses are an alcohol, drug, tobacco, and vapor-free zone. These items are prohibited on the campus and satellite facilities.

12.24 Firearms - TJC is committed to providing a safe environment for students, faculty, staff, and visitors, and to respecting the right of individuals who are licensed to carry a handgun where permitted by law. Individuals who are licensed to carry may do so on campus premises or in a college-owned vehicle except in locations and at activities prohibited by law or by this policy. Individuals who observe a violation of this policy are required to report the incident immediately to the Campus Police Department, so it can be documented and properly investigated. Campus Police can be contacted at 903-510-2222 for emergencies and 903 510-2258 for non-emergencies. https://www.tjc.edu/downloads/file/1045/concealed_handguns_on_campus_policy

12.25 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.epis.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 further certifies that it is not identified on the Texas Comptroller’s list of scrutinized companies doing business with Sudan or Iran or a list of companies known to have contracts with or to provide services or supplies to a foreign terrorist organization. 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.

12.26 **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

12.27 **Access to Documents** - To the extent applicable to this Agreement, in accordance with Section 1861(v)(l)(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 will 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.

12.28 **Notice of Participation** - Other local, governmental and private entities within the State of Texas who wish to participate under similar terms and conditions contained in this document may do so. TJC may retract pricing and other sensitive information and shall inform Contractor in advance of another entity’s desire to participate using this document. Each entity wishing to participate must sign an addendum to this contract stating payment terms, conditions and varying terms specific to that entity. If such participation is desired by an eligible entity, all purchase orders will be produced by that entity and all goods and/or services will be provided directly to that entity.
IN WITNESS WHEREOF, duly authorized representatives of TJC and Contractor have executed and delivered this Agreement effective as of the Effective Date.

Contract Review:

__________________________                  ________________________
Shelly Roberts, Director, Contract Administration      Date

CONTRACTOR:                                    TJC:

________________________________________
By: ________________                          By: __________________
Name: ______________________                Name: Dr. Juan Mejia
Title: ______________________               Title: President
Date: ______________________              Date: ________________

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