REQUEST FOR PROPOSAL

Tyler Junior College

For a

Student and Athletic Accident Insurance Provider

RFP No. J2120-21-04

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:** Student and Athletic Accident Insurance

**SCOPE OF WORK:** Student and Athletic Accident Insurance Provider for Tyler Junior College

**ISSUANCE OF RFP**
April 28, 2021

**DEADLINE FOR QUESTIONS:**
May 14, 2021 10:00 a.m. CST

**SUBMITTAL DEADLINE:**
June 9, 2021 2:00 p.m. CST

**DELIVERY LOCATION:**
Tyler Junior College
Purchasing Building
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:**
Policies need to be bound 8-1-2021 through 8-1-2022, with four (4) 1-year renewals with the same broker at TJC’s option.

**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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INTRODUCTION

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 desires to secure a competitive insurance program that will provide the broadest coverage at the most competitive price available. These specifications will allow the College to select the vendor who can provide such a program. 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.

Tyler Junior College (“TJC”) is soliciting proposals in response to this Request for Proposal, RFP No. J2120-21-04 (this “RFP”), from qualified vendors to provide certain students and athletes an accident insurance program (the “Services”). The Services, which are more specifically described in Section 5.5, Appendix Two (Scope of Work), to include (1) Student Accident (certain groups), (2) Basic Athletic, (3) Expanded Cheer, and (4) Catastrophic.

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, as part of the submittal requirements will acknowledge receipt of TJC Purchase Order Terms and Conditions, attached to this RFP as Section 6 of APPENDIX ONE and incorporated for all purposes. Purchase Order after the first year will have four (4) 1-year renewals with the same broker at TJC’s option, for a total term of five (5) years.

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 August 1, 2021. All service agreements and contracts must be executed by the College and the selected proposer(s) on or before July 31, 2021.

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](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 negotiate any commissions and/or fees with any insurance intermediary or authorized representative with the winning proposal.

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

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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), [d] the PO Terms and Conditions (ref. **Section 6, APPENDIX ONE**), and [e] 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 are advised that the successful respondent will be required to submit certification of franchise tax status as 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 ninety (90) 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 & 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

In accordance with the Texas Government Code, 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.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). 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 June 9, 2021, 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 May 14, 2021 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) service capabilities, (2) financial ability/stability, (3) costs of services to TJC, and (4) comprehensiveness of the proposal. 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 Service Capabilities ................................................................. (25%)
  • Demonstration of competency and experience.
  • For the purpose of evaluating competency and experience, the degree of relevant experience of the Proposer with other Texas public entities will be a primary factor.
  • Other relevant experience with clients other than Texas public entities which indicate the scope of services, experience and resources available from Proposer with respect to the services sought by the College will also be considered.
2.3.1.2 Financial Ability/Stability......................................................... (15%)
  • Financial strength of the Proposer and/or proposed insurers, as applicable, as determined by the College.
2.3.1.3 Costs of Services........................................................................ (40%)
  • Total evaluated costs of the proposed insurance coverages and/or services, as applicable.
  • Recognizing that there are important considerations other than costs, the College may not necessarily select the proposal with the lowest costs.
2.3.1.4 Comprehensiveness of the Proposal............................................ (20%)
  • The College will consider one carrier who can provide all lines of coverage in a package format, or will consider various groups.
  • Any pricing adjustments due to unbundling from package to monoline must be indicated in the initial process.

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:
3.3 Terms and Conditions

3.3.1 Proposer must comply with the requirements and specifications contained in this RFP, including the TJC Terms and Conditions (ref. Section 6 of APPENDIX ONE), 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. TJC Purchase Order Terms and Conditions (ref. Section 6 of APPENDIX ONE);

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 TJC Purchase Order Terms and Conditions (ref. Section 6 of APPENDIX ONE)
3.4.8 Signed and Completed Delinquent Franchise Taxes Form (ref. Section 7 of APPENDIX ONE).

3.4.9 Signed and Completed Prohibition on Contracts with Companies Boycotting Israel Form (ref. Section 8 of APPENDIX ONE).

SECTION 4

TJC PURCHASE ORDER TERMS AND CONDITIONS

The TJC Purchase Order Terms and Conditions contained in Section 6 of APPENDIX ONE or, in the sole discretion of TJC terms and conditions substantially similar to those contained in the TJC Purchase Order Terms and Conditions, will govern any agreements that result 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.”

TJC will consider with the same broker multi-year quotes with rate guarantees or rate caps in one (1) year terms, based on fiscal year funding or appropriations, existing terms, conditions, quality of service, and competitive prices.

TJC desires to secure a competitive insurance program that will provide the broadest coverage at the most competitive price available. These specifications will allow TJC to select the vendor who can provide such a program.

Vendors may not reserve any market prior to the release date of the RFP. Any markets previously reserved must be released and reserved only on or after the release of the RFP. The criteria for a particular vendor having blocked (or reserved) a market rests solely with the underwriting department of any insurance company with agencies wishing to participate in the RFP process and not with the College. Further, insurance companies have unilateral authority to assign an Agent of Record or honor any existing record of Agent. The College will not issue a Letter of Release of Agent of Record to free the market of any particular insurance company. Because of this, the College will not be responsible for determining a blocked market based on the timing of a particular fax, intent letters mailed or delivered, or consideration of prior/current relationship to any underwriter, other than to enforce the release date.

5.2 Minimum Qualifications of Proposer

Each Proposal must include information that clearly indicates that Proposer meets each of the following minimum qualification requirements:

5.2.1 Proposer must accept Smith County, Texas, as the venue of law.
5.2.2 The Proposer must be properly licensed by the State of Texas to provide the services proposed and must provide a copy of all licenses to the College that are the subject of this RFP.

5.2.3 The Proposer must have an active appointment with the insurers being proposed.

5.2.4 The Proposer shall have, at inception of the Contract and shall maintain throughout the term of the Contract (including any renewals, extensions or replacements thereof), the following insurance policies:
(a) Professional liability insurance with limits of at least $1 million, and
(b) Employee dishonesty insurance with limits of at least $250,000.

Professional liability coverage written on a “claims-made” form must provide for an extended reporting period of 24 months after the date of termination of the Service Agreement.

Proposer must disclose the following:
(1) Amount of any impairment to policy limits as a result of prior claim payment.
(2) Existence of any threatened or ongoing litigation that has potential to adversely affect limits of liability.

Proposer shall provide the College with thirty (30) days written notice of erosion of aggregate limit of the professional liability coverage.

Such insurance will be provided by insurers which are authorized or admitted to provide such insurance in the State of Texas and will have an A.M. Best rating of at least “A-X” at the date of award of contract. The Proposer will provide the College with evidence of such insurance that is satisfactory to the College.

The Proposer should provide the College with a copy of the declarations page and a copy of all endorsements at the inception date of the Contract and on each anniversary date thereafter.

5.3 Minimum Security of Insurers Proposed to Provide Insurance

5.3.1 Proposed insurers must have an A.M. Best rating of “A-X” or better at the date of award of contract.

5.3.2 A Lloyd’s company will be acceptable if it is a 100% owned subsidiary of a parent with an A.M. Best rating of “A-X”, or a guaranty bond with proper power of attorney should be submitted with your proposal.

5.3.3 A program or plan qualifying under the Interlocal Cooperation Act, Chapter 791, Title 7, Government Code, or equivalent, will also be acceptable.

5.4 Pricing Proposal – Ref. Section 6

5.5 Scope of Work Requirements – Ref. APPENDIX TWO
SECTION 6
PRICING PROPOSAL

Proposal of: __________________________________________
(Proposer Company Name)

To: Tyler Junior College

Ref.: Student and Athletic Accident Insurance

RFP No.: J2120-21-04

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the 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.

6.1.1.1 Student Activities (certain groups): $________________

6.1.1.2 Basic Athletic: $________________

6.1.1.3 Expanded Cheer: $________________

6.1.1.4 Catastrophic: $________________

6.2 Pricing Proposal Options

Describe any coverage options that you want TJC to consider, and explain the benefits of those options.

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: ____________________________

Email: ____________________________
APPENDIX ONE
PROPOSAL REQUIREMENTS

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SECTION 5: FELONY CONVICTION NOTIFICATION FORM

SECTION 6: TJC PURCHASE ORDER TERMS AND CONDITIONS

SECTION 7: DELINQUENT FRANCHISE TAXES FORM

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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 Any program of insurance containing different methods of handling coverage, and increased protection which are not in the specifications will be welcomed; however, it must be submitted separately as an alternative proposal. Consideration will be
given to any alternative which is fully supported by information explaining the rationale for broader or more reasonable coverage for the College.

1.2.4 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.

1.2.5 Any deviations to any of the specifications shall be clearly noted in writing by the Proposer and shall be included with the proposal.

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

1.2.7 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.

1.2.8 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.

1.2.9 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.

1.2.10 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 TJC Purchase Order Terms and Conditions

Proposer must sign and return the attached TJC Purchase Order Terms and Conditions (ref. Section 6 of APPENDIX ONE) as part of its proposal. The TJC Purchase Order Terms and Conditions must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a signed TJC Purchase Order Terms and Conditions may be rejected by TJC in its sole discretion.

1.3.8 Delinquent Franchise Taxes Form

Proposer must complete, sign and return the attached Delinquent Franchise Taxes 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 Delinquent Franchise Taxes Form may be rejected by TJC in its sole discretion.

1.3.9 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 8 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.

1.3.10 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.
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:

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<td>(Respondent’s Name)</td>
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<td>(Street Address)</td>
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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 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.

3.1.10 Proposer will fully disclose any and all commissions and/or fees which would be payable, directly or indirectly, to any and all insurance intermediaries involved in the placement of the coverage(s) that is the subject of this RFP.

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 5.5 and APPENDIX TWO Scope of Work of this RFP.

3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of an Agreement.
3.2.3 Each Proposer, other than the incumbent, will submit a transition plan which will cover the following:

3.2.3.1 Timeline for each major task that must be completed in order to effect a smooth and effective transition;

3.2.3.2 For each task in 3.2.3.1 above, show the name of the individual responsible for its completion (must have a dedicated representative); and

3.3 General Requirements

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

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

3.4 Service Support

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

3.5 Miscellaneous

3.5.1 Proposer will provide a list and details of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to TJC. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
Proposal of: __________________________________________
(Proposer Company Name)

To: TYLER JUNIOR COLLEGE

Ref.: Student and Athletic Accident Insurance

RFP No.: J2120-21-04

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the
captioned RFP (initial if applicable). It is the Proposer’s responsibility to make sure they
have obtained all addenda. Addenda, if any, will be posted on TJC’s website at
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
FELOMY CONVICTION NOTIFICATION FORM
TYLER JUNIOR COLLEGE DISTRICT
REQUEST FOR PROPOSALS NO. J2120-21-04
FELOMY 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: ____________
1. **DELIVERY; SUBSTITUTIONS; INVOICES:** Goods shall be delivered and services performed during normal business hours. Goods shall be delivered to the College’s address identified in this Purchase Order. If delay in delivery or performance is foreseen, Contractor shall give prompt written notice to College’s Purchasing Office. Upon notice, the College has the right to extend the delivery or performance date in its sole discretion. Contractor shall keep the College advised at all times of the status of delivery and performance under this Purchase Order. Contractor shall only tender for acceptance those goods and services that conform to the requirements of this Purchase Order. Substitutions, cancellations and price changes will require prior written consent of the College. Default in promised delivery or performance or failure to conform to the requirements of this Purchase Order authorizes the College to purchase goods or services elsewhere and charge to Contractor any excess cost of such repurchase. Contractor shall show this Purchase Order number on all packages, shipments, and invoices.

2. **WARRANTIES:** In addition to all warranties established by law, Contractor hereby represents, covenants, certifies, warrants and agrees that:
   (a) it will comply with all requirements of this Purchase Order.
   (b) if Contractor is a corporation or a limited liability company, 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.
   (c) if Contractor is a corporation or a limited liability company, it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, *Texas Tax Code*, or is exempt from the payment of such taxes, or is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable, and that if this certification is false or inaccurate, at the College's option, this Purchase Order may be terminated and payment withheld.
   (d) in accordance with Section 231.006, *Texas Family Code*, the individual or business entity named in this Purchase Order is not ineligible to receive the award of or payment under this Purchase Order and this Purchase Order may be terminated and payment may be withheld if this certification is inaccurate.
   (e) all goods and services covered by this Purchase Order shall conform to the specifications, drawings, samples or other descriptions furnished or adopted by the College (collectively “specifications”), and shall be new, merchantable, fit for the purpose intended, of best quality and workmanship, and free from all defects. The College shall have the right of inspection and approval and may reject and return goods or require re-performance of services at Contractor's expense if defective or not in compliance with the specifications. Defects shall not be deemed waived by the College's failure to notify Contractor upon receipt of goods or completion of services or by payment of invoice.
   (f) no disclosure, description, or other communication of any sort shall be made by Contractor to any third person of the fact of the College's purchase of goods or services hereunder, or of the details and characteristics thereof without the College's prior written consent. Anything furnished to Contractor by the College pursuant to this Purchase Order including without limitation samples, drawings, patterns, and materials shall remain the property of the College, shall be held at Contractor's risk, and shall be returned to the College upon the College’s request, and no disclosure or reproduction thereof in any form shall be made without the College's prior written consent.
   (g) all goods delivered or services provided pursuant to this Purchase Order shall conform to standards established for such goods and services by any applicable federal, state, or local laws or regulations, including without limitation those standards promulgated by the
federal Occupational Safety and Health Administration (OSHA) and the Texas Hazard Communication Act, Chapter 502, *Texas Health and Safety Code*.

(h) use or sale of any goods delivered hereunder, except (with respect to patents) goods produced to the College's detailed design, will not infringe any adverse valid patent, copyright, trademark or other intellectual property right.

(i) the price to be paid by the College shall be that contained in Contractor's bid, which Contractor warrants to be no higher than Contractor's current prices on orders by others for goods or services of the kind covered by this Purchase Order for similar quantities to similar customers under similar conditions. In the event Contractor breaches this warranty, the prices shall be reduced to Contractor's current prices on orders by others or, in the alternative, the College may cancel this Purchase Order without liability to Contractor.

(j) the foregoing representations, covenants, certifications, warranties and agreements shall survive acceptance of goods as well as performance of services hereunder.

3. **ANTITRUST LAWS; CLAIMS FOR OVERCHARGES:** Contractor warrants and represents that neither Contractor nor any party acting on behalf of Contractor has violated the antitrust laws of the United States or of the State of Texas. Contractor hereby assigns to the College any and all claims for overcharges associated with this Purchase Order which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., or of the State of Texas, Tex. Bus. & Comm. Code Sec. 15.01, et seq.

4. **COMPLIANCE WITH LAW AND COLLEGE RULES:**
   (a) Contractor is fully informed concerning and is in full compliance with its obligations, if any, under the following:
      (1) Equal Employment Opportunities provisions of the Civil Rights Act of 1964, as amended;
      (2) Executive Order 11701, as amended;
      (3) Executive Order 11246, as amended;
      (4) Rehabilitation Act of 1973, as implemented by 41 CFR 60-741, as amended;
      (5) Vietnam Era Veterans Readjustment Act of 1974 as implemented by 41 CFR 60-250, as amended;
      (6) Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended.
   (b) If this Purchase Order requires the presence on the College's premises of Contractor's employees, agents, subcontractors or suppliers, Contractor shall cause such parties to comply with all applicable rules of the College, including without limitation those relative to environmental quality, safety, and fire protection.

5. **INDEPENDENT CONTRACTOR:** In performing any services hereunder, Contractor is, and undertakes performance thereof as, an independent contractor, with sole responsibility for all persons employed in connection therewith, including without limitation, exclusive liability for the payment of all federal, state, and local unemployment and disability insurance premiums and fees and all social security and other taxes and contributions payable in respect of such persons, from and against which liability Contractor agrees to indemnify, defend, exonerate and hold harmless the College.

6. **INDEMNITY:** Contractor shall defend, indemnify and hold harmless College, the Board of Trustees ("Board") and their officers, agents, and employees (collectively the "indemnified parties") from and against all actions, suits, demands, costs, damages, liabilities and all other claims, including reasonable attorneys' fees and court costs (collectively "claims"), arising out of, in connection with or resulting from this purchase order or the goods or services provided under this purchase order, to the extent caused by the acts, omissions or willful misconduct of contractor or its agents, employees, subcontractors or suppliers. In addition, Contractor shall defend, indemnify and hold harmless the indemnified parties from and against all claims arising from
infringement or alleged infringement of any patent, copyright, trademark or other intellectual property rights arising out of, in connection with, or resulting from this Purchase Order or the goods or services provided under this Purchase Order.

7. **INSURANCE:** If this Purchase Order requires the presence on the College's premises of Contractor’s employees, agents, suppliers or permitted subcontractors (if any), Seller agrees to maintain and to cause its agents, suppliers and permitted subcontractors (if any) to maintain the following insurance coverages for at least the specified limits:

<table>
<thead>
<tr>
<th>Coverages</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory Limits</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$1,000,000 per accident and employee</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>(Including contractual liability)</td>
<td></td>
</tr>
<tr>
<td>Product/Completed Ops</td>
<td>$1,000,000 aggregate</td>
</tr>
<tr>
<td>Auto Liability</td>
<td>$1,000,000 combined single limit</td>
</tr>
</tbody>
</table>

All policies (except Workers’ Compensation) shall name the College, the Board of Trustees of Tyler Junior College (“Board”) and their officers and employees as Additional Insureds. A Waiver of Subrogation in favor of the College and the Board and thirty (30) day notice of cancellation is required on all policies. Certificates of insurance verifying the foregoing requirements shall be provided to the College prior to commencement of any services under this Purchase Order.

8. **VENUE; CHOICE OF LAW:** Smith County, Texas, shall be the proper place of venue for suit on or in respect to this Purchase Order. This Purchase Order and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

9. **ASSIGNMENT AND DELEGATION:** Contractor may not assign any of its rights or delegate any of its obligations under this Purchase Order without the College’s prior written consent. Any assignment or delegation attempted by Contractor in violation of this clause shall be void and ineffective for all purposes.

10. **ENTIRE AGREEMENT; MODIFICATIONS:** This Purchase Order supersedes all prior agreements, written or oral, between Contractor and the College and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Purchase Order and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by the College and Contractor.

11. **LOSS OF FUNDING:** Performance by College under this Purchase Order may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board. If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then the College shall issue written notice to Contractor and the College may terminate this Purchase Order without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of the College.

12. **DISPUTE RESOLUTION:** College and Contractor shall attempt to resolve any claim for breach of contract made by Contractor in the ordinary course of business. The Director of Campus Services of the College shall examine Contractor’s claim and any counterclaim and negotiate with the Contractor in an effort to resolve such claims. The parties hereto specifically agree that (1) neither the issuance of this Purchase Order by the College nor any other conduct, action or inaction of any representative of the College relating to this Purchase Order constitutes or is
intended to constitute a waiver of the College’s or the State’s sovereign immunity to suit; and (2) College has not waived its right to seek redress in the courts.

13. **HIPAA Compliance.** Contractor agrees to keep private and to secure any information provided by the College that is considered either Individually Identifiable Health Information (“IIHI”) by the Health Insurance Portability and Accountability Act of 1996, codified at 42 USC § 1320d through d-8 (“HIPAA”), or Protected Health Information (“PHI”) as promulgated in 45 CFR Part 164 (“HIPAA Privacy Regulations”) and 45 CFR Part 142 (“HIPAA Security Regulations”). Contractor agrees to only use and disclose PHI (i) received from the College, (ii) used, created, received, maintained or disclosed by the College, or (iii) otherwise associated with the College (collectively, “College PHI”) as required to perform the services outlined in this Purchase Order, which services may include the proper management and administration of this Purchase Order and data aggregation services for the health care operations of the College. Contractor will not use or further disclose the College PHI other than as permitted under this Purchase Order and Contractor will use appropriate safeguards to prevent the use or disclosure of the College PHI for any reason other than as provided by this Purchase Order. Contractor agrees to promptly notify the college of any use or disclosure of the College PHI not permitted under this Purchase Order. Contractor agrees to notify the College of its corrective actions to cure any breaches of this Section, HIPAA, or the HIPAA Privacy Regulations as soon as possible. Contractor understands that the College may terminate this Purchase Order immediately without liability to Contractor if Contractor’s actions are not successful in remedying the breach. College may also report the problem to the Secretary of Health and Human Services. Contractor shall require any of its agents or subcontractors who receive the College PHI to be bound by the same restrictions and conditions set forth in this Purchase Order. Contractor agrees to comply with §164.524 (Access of Individuals to PHI), 164.526 (Amendment of PHI) and 164.528 (Accounting of Disclosures of PHI) of the HIPAA Privacy Regulations. Contractor agrees to make its internal practices, books, and records relating to the use and disclosure of the College PHI available to the Secretary of Health and Human Services or the College for purposes of determining the Contractor’s compliance with the HIPAA Privacy Regulations. After Contractor has completed working with or using the College PHI, Contractor agrees to return or destroy all College PHI, if feasible, and if not feasible, Contractor agrees to continue to protect the College PHI from wrongful uses and disclosures. If Contractor decides to destroy the College PHI under this Purchase Order, Contractor will maintain a record of the proper destruction of College PHI or provide the College with notice and certification of proper destruction of the College PHI.

14. **INVOICING INSTRUCTIONS:**

Vendor will submit an invoice with each shipment of goods or within 10 days after the end of any month during which Vendor performs services. Vendor will submit invoice within 10 days after complete performance of all obligations under this Purchase Order. Each invoice will include the College’s purchase order number, the Procurement and Support Services Division of the Texas Comptroller’s Office order number (if applicable), a valid Texas Vendor Identification Number, and sufficient description of the goods and services to support payment. Mail invoices to Tyler Junior College, Accts. Payable, P. O. Box 9020, Tyler, TX 75711-9020. Direct invoicing questions to Accounts Payable at (903)510-3225, or by fax to (903)510-2580.

15. **CERTIFICATIONS OF NON-SEGREGATED FACILITIES & EQUAL EMPLOYMENT OPPORTUNITIES COMPLIANCE:**

The acceptance of this document will signify his/her compliance with the provision of Section 202 of Executive Order No. 11246 pertaining to Equal Employment Opportunities, effective September 24, 1965; and its amendment, Executive Order No. 11375, effective October 13, 1967, insofar as Section 202 is affected by changing the word “creed” to “religion” and adding the word “sex”. The signing will also serve as written affirmation of the following Certification of non-segregated
facilities. By the acceptance of this order, the bidder, offerer, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his establishments, and that he/she does not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offerer, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term “segregated facilities” means any waiting rooms, rest rooms and wash rooms, entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin, because of habit, locale, custom or otherwise. He/She further agrees that he/she will retain such certifications in his files and that he/she will forward the following notice in such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): Notice to Prospective subcontractors of requirements for certifications of non-segregated facilities. A Certification of Non-segregated Facilities must be submitted prior to the award of a subcontract exceeding $10,000.00 which is not exempt from the provision of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001

16. AFFIRMATIVE ACTION COMPLIANCE:

In addition to the above certification, if this order exceeds $50,000.00 the seller must have included as part of his bid a copy of his written Civil Rights “Affirmative Action Compliance Program”. If a bidder is not required to have such a written program he must have so stated on the bid form indicating the reason he is not required to have such a written program.

17. PAYMENT TERMS:

Net 30 Days from receipt of merchandise/services or invoice, whichever is later, in accordance with the Texas Prompt Payment Act.

18. CONFLICT:

The TJC Purchase Order Terms and Conditions shall take precedence over any conflicting terms or provisions contained in any other documents resulting from this RFP, Proposal, and/or Invoice.

19. LIMITATIONS:

The Parties are aware that there are constitutional and statutory limitations on the authority of organization to enter into certain terms and conditions that may be a part of this Agreement, including those terms and conditions relating to liens on organization’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; dispute resolution; indemnities; and confidentiality (collectively, the “Limitations”), and terms and conditions related to the Limitations will not be binding on organization except to the extent authorized by the Laws and Constitution of the State of Texas.
20. **TERM AND RENEWALS:**

The first term of this Purchase Order will be effective 8-1-21/8-1-22, with four (4) 1-year renewals that can be exercised at TJC’s option. Total term will be five (5) years.

21. **NOTICES:**

Notwithstanding any other requirements for notices given by a party under this Purchase Order, if Contractor intends to deliver written notice to College pursuant to Section 2251.054, Texas Government Code, then Contractor shall send that notice to College as follows:

Tyler Junior College  
P.O. Box 9020  
Tyler, Texas 75711-9020  
E-mail: shelly.roberts@tjc.edu  
Attention: Shelly Roberts  
Director, Contract Administration

College shall have the right to change this contact information by written instructions to Contractor.

Tyler Junior College is a public junior college authorized under the laws of the State of Texas.

I have read the above Terms and Conditions and acknowledge receipt of such.

Signature:______________________________ Date:______________

Tyler Junior College

By: ________________________________  
Dr. Juan Mejia, President

Tyler Junior College Contract Review: ________________________
APPENDIX ONE, SECTION 7
DELIQUENT 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 8
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

SCOPE OF THE REQUEST FOR PROPOSAL