NOTICE TO BIDDERS

PRINT SHOP EQUIPMENT

NTB No.: J2120-23-01

Bids Due: October 21, 2022 2:00 p.m.

Prepared By:
Jake Clark
Assistant Director, Campus Services
Tyler Junior College
1327 South Baxter
Tyler, Texas 75701
903-510-2071
jcla2@tjc.edu
KEY DATES SCHEDULE

PROJECT NAME: Print Shop Equipment

MANDATORY PRE-BID: October 10, 2022 at 10:00 a.m.
CONFERENCE 1327 South Baxter, Tyler, TX 75701
There will be registration at the pre-bid meeting. The meeting will allow all Proposers an opportunity to ask representatives relevant questions and clarify provisions of this request. BIDS WILL BE ACCEPTED FROM ONLY THOSE BIDDERS RECORDED AS ATTENDING THIS MEETING. THERE WILL BE NO EXCEPTIONS TO THIS REQUIREMENT.

DEADLINE FOR QUESTIONS: Friday, October 14, 2022 at 10:00 a.m.

SUBMITTAL DEADLINE: Friday, October 21, 2022 at 2:00 p.m.

DELIVERY LOCATION: Dana Ballard
Director, Campus Services
Tyler Junior College
Campus Services
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 Requests for Proposals and Invitations to Bid and waive any and all formalities and conditions.

TERM OF SERVICE/PROJECT: 3-year agreement

NOTICE: ALL QUESTIONS RELATED TO THIS NTB ARE TO BE DIRECTED TO JAKE CLARK VIA E-MAIL TO JCLA2@TJC.EDU. NO PHONE CALLS WILL BE ACCEPTED.
1.1 Submittal Deadline

TJC will accept bids, submitted through a Purchasing Cooperative (First Choice, Region 7, UT System Supply Chain, E&I, et cetera), in response to this Request for Bids until 2:00 p.m., Central Standard Time on October 21, 2022, in the Offices of Campus Services, 1327 South Baxter, (the “Submittal Deadline”). All bids must reference in the body the purchasing cooperative being used.

1.2 TJC Contact Person

Bidders will direct all questions or concerns regarding this Request for Bids to the following TJC contact (“TJC Contact”):

Tyler Junior College
Attn: Jake Clark
Assistant Director, Campus Services
1327 South Baxter
Tyler, Texas 75701
903-510-2071
jcla2@tjc.edu

TJC specifically instructs all interested parties to restrict all contact and questions regarding this Request for Bids to written communications forwarded to TJC Contact. TJC Contact must receive all questions or concerns by email no later than October 14, 2022, 10:00 a.m. Central Standard Time. 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.

1.3 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

1.4 Bid Protest Procedure

A vendor who has timely responded to an Invitation to Bid, Request for Proposal, Notice to Bidders, 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 of 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.

1.5 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 NTB 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 bid, 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.

1.6 No Reimbursement for Costs

Proposer acknowledges and accepts that any costs incurred from the Proposer's participation in this bid shall be at the sole risk and responsibility of the Proposer. Proposer understands and agrees that (1) this bid 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 bid; (2) TJC issues this bid 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 bid.
1.7 **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:

1.7.1 Signed and Completed Pricing Proposal (ref. Exhibit 1)

1.7.2 Signed and Completed Execution of Offer (ref. Exhibit 2)

1.7.3 Signed and Completed Addenda Checklist (ref. Exhibit 3)

1.7.4 Signed and Completed Felony Conviction Notification Form (ref. Exhibit 4)

1.7.5 Signed and Completed Prohibition on Contracts with Companies Boycotting Israel Form (ref. Exhibit 5)

1.7.6 Signed and Completed Delinquent Franchise Taxes Form (ref. Exhibit 6)

1.7.7 Signed and Completed Prohibition on Contracts with Companies Boycotting Energy Companies (ref. Exhibit 7)

1.7.8 Signed and Completed Prohibition on Contracts with Companies that Discriminate against Firearms Entity or Trade Association Form (ref. Exhibit 8)

1.8 **Proposal Evaluation Process**

The evaluation of the Proposals shall be based on the requirements and percentages described below. All properly submitted Proposals will be reviewed, evaluated, and ranked by TJC. By submitting a proposal, Proposer acknowledges acceptance of the Proposal Evaluation Process.

TJC may make the selection of Vendor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, TJC may make the selection of Vendor 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 Vendor; 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 Vendor 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 Request 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 NTB a written record of the basis upon which a selection, if any, is made by TJC.

An evaluation team from TJC will evaluate proposals. The evaluation of proposals and the selection of Vendor 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.

1.8.1. The criteria to be considered by TJC in evaluating proposals and selecting Vendor will be those factors listed below:

Scoring Criteria for Print Shop Equipment:
- Extent to which vendor’s goods and services are the best value to TJC……………………………………………………………………………………………… (40%)
- Pricing Proposal……………………………………………………………………………… (55%)
- Vendor’s recent history working with other clients with similar projects (experience)……………………………………………………………………………… (5%)

1.9 TX-Ramp Certification
Pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Respondent represents and warrants that it complies with the requirements of the state risk and authorization management program and Respondent agrees that throughout the term of the contract it shall maintain its certifications and comply with the program requirements in the performance of the contract.

2.0 Scope of Work
Contractor will provide the Services more particularly described in the attached Proposed Agreement (ref. Exhibit 10). Each Proposal must include information that clearly indicates that Proposer can meet the Scope of Work Requirements. The Scope of Work Requirements are intended to outline the services, materials and special items required and/or requested for the Print Shop Equipment.
Proposer must include evidence of five (5) years’ experience providing the requested services.

Machines operate with respectable uptime and if service is needed, same or next-day turnaround. Include service call information and turnaround.

Machines must include standard finishing capabilities (stapling options, 3-hole punch, email, etc.)

Must be capable of in line GBC punch.

Duplex 300 GSM 13x19 coated or uncoated with registration tight enough to print business cards multiple up.

We need to be able to run small-sized cards. The smallest I currently do is 5.5x4.25.

We print envelopes from time to time. A good way to print envelopes efficiently would be desired.

Color is CMYK.

New equipment must work with Plockmatic Pro 50 booklet maker with full-bleed trimming capabilities.

All hard drives will be destroyed or returned to TJC at the end of the Agreement term.

Equipment installation and driver installation will be at no charge to TJC.

To and from shipping, crating/boxing, will be at no charge to TJC.

All installation must be complete by December 20, 2022.

Proposals to include cost, if any, for supplies (toner, staples, etc.) (Ref. Pricing Proposal Section 6.1). State if there is any limit to the monthly supplies and how TJC would receive them.

Provide maintenance/service plan options on equipment (Ref. Pricing Proposal Section 6.1).

EXHIBITS:

- Exhibit 1 Pricing Proposal
- Exhibit 2 Execution of Offer
- Exhibit 3 Addenda Checklist
- Exhibit 4 Felony Conviction Notification Form
- Exhibit 5 Prohibition on Companies Boycotting Israel
- Exhibit 6 Delinquent Franchise Taxes Form
- Exhibit 7 Prohibition on Contracts with Companies Boycotting Energy Companies Form
- Exhibit 8 Prohibition on Contracts with Companies that Discriminate against Firearms Entity or Trade Association Form
- Exhibit 9 Current print shop equipment
- Exhibit 10 Proposed Agreement
EXHIBIT 1
PRICING PROPOSAL

Proposal of: __________________________________________________________
(Proposer Company Name)

To: Tyler Junior College

Ref.: Print Shop Equipment

NTB No.: J2120-23-01

Group Purchasing Organization used: ______________________________________

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this Notice to Bid and any attachments thereto, the undersigned proposes to furnish Campus Printers required pursuant to the NTB upon the terms quoted below.

6.1 Pricing Schedule Offered

6.1.1 See Exhibit 9 for the current equipment; Proposer shall submit its pricing rates for the products described below. For items that Proposer does not propose to offer, write “NO BID” under PRICING OFFERED for that particular item.

Products are to be brand name, reputable products – no generic products, unless approved by TJC.

A. Print Shop Equipment

<table>
<thead>
<tr>
<th>PRODUCT</th>
<th># OF MACHINES</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Machine lease (black &amp; white)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Machine lease (color)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printer Supplies (toner, staples, etc.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance/service plan</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL COST: (Per month/per year)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note if printer supplies (toner, staples, etc.) are included in lease.
Note any other additional items that may not have been identified.
Use additional pages if necessary.
B. Optional Services or Equipment: Bidder shall provide the description and pricing of any other service or equipment offered by Bidder that is not included in the above. TJC reserves the right to include these additional items in the Agreement if deemed in the best interest of TJC.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
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<tbody>
<tr>
<td></td>
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<td></td>
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</tr>
<tr>
<td>TOTAL COST:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6.2 Equipment
Provide a proposed equipment list to include the type, model number, and year of manufacture. Include all current manufacturer literature describing each machine’s capabilities and a picture of the proposed machine.

6.3 Equipment Lead Times
Describe any equipment lead times that may be associated with the equipment.

6.4 Delivery and Start-up Schedule
Provide a written installation schedule. All installation, including print drivers, must be complete by December 20, 2022 (ref. Section 1.9).

6.5 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 Request for Bids, but may be considered by TJC in determining the best value for the college.

6.6 Proposed Agreement
Proposer must state if Proposer takes exception to any terms or conditions as set forth in the Proposed Agreement (ref. Exhibit 10). Proposer must submit a list of the exceptions.

6.7 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
The person, by signing below, is duly authorized to execute and submit this bid.

Respectfully submitted,

By: ________________________________
   (Authorized Signature for Bidder)

Name: ______________________________

Title: ______________________________

Date: ______________________________
EXHIBIT 2
EXECUTION OF OFFER
PROJECT: PRINT SHOP EQUIPMENT
J2120-23-01

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 Request for Bid 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 Request for Bid;

   b. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the Request for Bid;

   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 Request for Bid 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 Request for Bid 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 Request for Bid 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 Request for Bid. (ref. Section 2155.004 Texas Government Code).

10. Respondent represents and warrants that all articles and services quoted in response to this Request for Bid meets or exceeds 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 Request for Bid, will govern any protests related to this request and agrees to the terms of same.
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.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). 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.

Please complete the following:

Respondent’s EIN No: ______________________________

If Sole Owner:
   Respondent’s SS No: ______________________________

If a Corporation:
   Respondent’s State of Incorporation:_____________________
   Respondent’s Charter No: _____________________________

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

_________________________________________  Social Security Number
Name                                                                                     
_________________________________________  Social Security Number
Name                                                                                     
_________________________________________  Social Security Number
Name                                                                                     
_________________________________________  Social Security Number
Name
Proposal of: ____________________________  
(Proposer Company Name) 

To: Tyler Junior College 

Ref.: Print Shop Equipment 

NTB No.: J2120-23-01 

Ladies and Gentlemen: 

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned Request for Bid (initial if applicable). It is the Proposer’s responsibility to make sure they have obtained all addenda. Addenda, if any, will be emailed to each Proposer in attendance at the Pre-Bid Mandatory Meeting.

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____ 

Respectfully submitted, 

Proposer: ____________________________ 

By: ____________________________  
(Authorized Signature for Proposer) 

Name: ____________________________ 

Title: ____________________________ 

Date: ____________________________
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: __________
EXHIBIT 5
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
EXHIBIT 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: ____________________________________________
EXHIBIT 7
PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ENERGY COMPANIES

If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.

Exemption criteria includes the following:

1. Company employs less than 10 full-time employees; AND
2. Value of the contract is less than $100,000
3. Term "company" does not include a sole proprietorship.

“Boycott energy company” means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).”

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 energy companies and will not Boycott energy companies (as that term is defined in Texas Government Code Section 809.001) during the term of this contract;

___ 2) Company is a sole proprietorship;

___ 3) Company employs less than 10 full-time employees; AND Value of the contract is less than $100,000

______________________________
Signature of Certifying Official

______________________________
Title

______________________________
Date of Certification
EXHIBIT 8
PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARMS ENTITY OR TRADE ASSOCIATION

If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Exemption criteria includes the following:

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

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company ’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity ’s or association ’s status as a firearm entity or firearm trade association.”

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 have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association;

___ 2) Company employs less than 10 full-time employees; AND Value of the contract is less than $100,000

____________________________________
Signature of Certifying Official and Title

____________________________________
Date of Certification
EXHIBIT 9

CURRENT PRINT SHOP EQUIPMENT

Xerox V180 Color Machine
- Copy, print, scan to email
- Fiery command workstation
- Two high capacity, oversized paper trays
- Inline GBC spiral punch
- Plockmatic Pro 50 booklet maker (we own this piece of equipment)

Xerox V180 Color Machine
- Copy, print, scan to email
- Fiery command workstation
- Two high capacity, oversized paper trays
- Inline GBC spiral punch

Current machine set-up prints marketing material, business cards, postcards, programs, photos, student event posters, envelopes (through the bypass tray).
PROPOSED AGREEMENT BETWEEN COLLEGE AND CONTRACTOR

This Agreement to provide Print Shop Equipment ("Agreement") is made and entered into effective as of DATE ("Effective Date"), by and between TYLER JUNIOR COLLEGE, a public junior college authorized under the laws of the State of Texas ("TJC"), and VENDOR, ("Contractor"), Federal Tax Identification Number ______________. Agreement uses pricing afforded under the __________ Purchasing Cooperative.

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

1. TERM - The term of this Agreement will begin on the Effective Date and expire at midnight on DATE.
   A. Contractor must agree to provide a sixty (60) day extension of services at the end of any Contract term under the same terms, conditions and at the same cost designated on the Contract if so requested by TJC.
   B. Time is of the essence in the performance of Contractor’s duties. Failure of the Contractor to notify TJC sufficiently in advance of inability to complete within the delivery schedule shall grant TJC the option of canceling the order, purchasing from the best available source, and charging the Contractor the difference between the Contract price and actual purchase, if any, plus cost of handling. Notwithstanding the foregoing, TJC shall have no obligation to accept late performance or to waive timely performance by Contractor.
   C. In no event shall changes be permitted without the express prior written authorization of TJC. Any such authorizations shall be in the form of a written Contract Amendment signed by both parties.

2. TRANSITION PERIOD - Contractor agrees that if this Agreement expires or is terminated for any reason, then, at TJC’s sole option, Contractor will continue to perform the Services in accordance with the terms and conditions of this Agreement until TJC contracts with a new qualified and experienced contractor to perform the Services (Ref “A” above).

   Contractor will cooperate with, and assist, TJC’s efforts to transition to another contractor.

3. STATEMENT OF WORK - Contractor agrees to perform the Services as more particularly described in this Agreement and Exhibits A, attached and incorporated for all purposes.

4. SERVICE AREAS – The Equipment will be located at 1327 South Baxter.

   TJC may add additional equipment. The pricing for any added equipment will be mutually agreed upon by TJC and Contractor per the attached Exhibit A.

5. PERMITS AND LICENSES - Contractor will obtain and keep in effect all necessary permits, licenses and notices required for its performance under this Agreement, and will post or display in a prominent place the permits, licenses and notices as required by Applicable Laws (ref. Section 23).
6. **STANDARD OF PERFORMANCE** - Contractor agrees to use its best efforts, skill, diligence, judgment and abilities to perform the Services in accordance with the standards specified in this Agreement, the highest standards of Contractor's business, and all Applicable Laws.

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

8. **PRICING AND PAYMENT** – The monthly price for the services as stated in this agreement shall be __________________________ ($_____.00) (ref. Exhibit A.) Any equipment added after the effective date of this Agreement will be coterminous.

9. **PAYMENT TERMS**

   9.1 At the end of each 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.

   9.2 TJC is exempt from Texas Sales & Use Tax in accordance with Section 151.309, *Texas Tax Code*, and Title 34 *Texas Administrative Code* ("TAC") Section 3.322.

   9.3 Within ten (10) days after termination of this Agreement, Contractor will submit a Final Invoice ("Final Invoice") which will set forth all amounts due and remaining unpaid to Contractor, and upon approval of the Final Invoice by TJC, TJC will pay ("Final Payment") to Contractor the amount due under the Final Invoice.

   9.4 The cumulative amount of all Yearly Progress Payments and the Final Payment will not exceed $__________________

   9.5 Notwithstanding any provision to the contrary, TJC will not be obligated to make any payment (whether a Progress Payment or Final Payment) to Contractor if any one or more of the following conditions exist:

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

      9.5.2 Any part of the payment is attributable to any 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.

   9.6 No partial payment made will be or construed to be final acceptance or approval of that part of the Services to which the partial payment relates or relieve Contractor of any of its obligations under this Agreement.
9.7 The acceptance of Final Payment constitutes a waiver of all claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of the Final Invoice.

9.8 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.

10. PERSONNEL; RESPONSIBILITY FOR INDIVIDUALS PERFORMING WORK; CRIMINAL BACKGROUND CHECKS

10.1 Contractor agrees to:

10.1.1 maintain a staff of properly trained and experienced personnel to ensure consistent, efficient and satisfactory performance under this Agreement;

10.1.2 employees of Contractor furnishing or performing any of the Services specified under this Agreement will do so in a proper, good, workmanlike and dignified manner.

10.2 Contractor has the right to terminate any of its employees or personnel at any time. In addition, Contractor acknowledges that TJC has the right to (a) require identification from any person on TJC’s premises, (b) refuse entry to persons having no legitimate business on TJC’s premises, and (c) eject any undesirable person refusing to leave peaceably on request. Contractor will cooperate with all authorized TJC representatives in the exercise of TJC’s rights described in this Section.

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

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

13.1 For services performed on Owner’s premises, the Contractor shall furnish to TJC Certificates of Insurance as set forth below prior to the commencement of any work hereunder and shall maintain such coverage during the full term of the Agreement.

13.1.1 Workers’ Compensation Insurance under levels required by Texas Law.

Employer’s Liability:
- Bodily Injury by Accident - $1,000,000 Each Accident
- Bodily Injury by Disease - $1,000,000 Policy Limit
- Bodily Injury by Disease - $1,000,000 Each Employee

13.1.2 Commercial General Liability Policy ("GCL") in an amount not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
- Personal Injury & Advertising Limit - $1,000,000
- Products-Completed Operations Aggregate Limit - $2,000,000

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

13.1.4 All policies must include a waiver of subrogation and other rights in favor of TJC and must list TJC, its board and employees.

All policies (except the Workers’ Compensation Policy) shall name TJC, its board and employees as Additional Insureds and should apply regardless if the Board Members and employees are parties to the contract. Additional Insured wording on the Commercial General Liability Policy should apply to Premises, Operations, Products, and Completed Operations.

All policies should be Primary and Noncontributory to any other insurance.

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

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

13.1.7 Umbrella/Excess Liability Insurance with limits of not less than $2,000,000 per occurrence and aggregate with a Self-Insured Retention limit of no more than $10,000, and (i) providing coverage in excess of the coverages of, and (ii) “following form” subject to the same provisions as the underlying policies required in Section 13.1.

13.2 Contractor will deliver to TJC:

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

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

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

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

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

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

15. ACCESS TO TJC FACILITIES

15.1 Contractor and its employees, permitted subcontractors and agents may access only the Service Areas, and other TJC facilities deemed necessary, and will be considered as trespassers to the extent they are on or access any TJC property that are not necessary to perform Contractor's duties and obligations under this Agreement and will have no right of access to any other TJC facilities. Contractor and its employees, permitted subcontractors and agents will not use any TJC equipment, including computers, printers, typewriters, radios, televisions, telephones, desks, chairs or other equipment, and will not disturb papers or other items on desks or in open drawers or cabinets located on TJC's premises.

16. PRESENCE ON TJC PREMISES

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

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

16.3 Contractor agrees that, in the event of an accident of any kind, Contractor will immediately notify TJC's Campus Police at 903-510-2222 and thereafter furnishes a full written report of the accident.

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

17.1 Tyler Junior College Campus Police has the authority and responsibility to maintain the security of all TJC premises and property. Contractor will cooperate with Campus Police in all matters including the reporting of suspected security violations. Contractor will immediately report any evidence of security breaches to Campus Police at 903-510-2222.

18. UTILITIES – TJC will provide utility services at existing outlets (heat, gas, electricity, water, and sewer), for the convenience of Contractor. Any modification to existing outlets required or requested by Contractor will be made at the sole discretion of TJC, at Contractor's expense. In the event any utility service must be interrupted for repair or modification, TJC will provide Contractor with advance notice, if possible. TJC WILL NOT BE RESPONSIBLE FOR INTERRUPTIONS IN UTILITY SERVICE. HOWEVER, TJC WILL EXERCISE REASONABLE DILIGENCE IN PURSUING THE RESTORATION OF INTERRUPTED UTILITY SERVICE.

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

20. DEFAULT AND TERMINATION

20.1 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.

20.2 In addition, if at any time an involuntary petition of bankruptcy is filed against Contractor and not dismissed within thirty (30) days, or if Contractor files a voluntary petition in bankruptcy, takes advantage of any insolvency law, or if a receiver or trustee is appointed and the appointment is not vacated within thirty (30) days, TJC has the right to terminate this Agreement upon fifteen (15) days advance written notice to Contractor, in addition to any other rights of any nature that TJC may have at law or in equity.

20.3 TJC may, without cause, terminate this Agreement at any time upon giving thirty (30) days advance written notice to Contractor. Upon termination pursuant to this Section, Contractor is entitled to payment of an amount that will compensate Contractor for Services satisfactorily performed from the time of the last payment to the termination date in accordance with this Agreement. TJC is not required to reimburse Contractor for any Services performed or expenses incurred after the termination date.

20.4 Termination under Sections 20.1, 20.2 or 20.3 does not relieve Contractor or any of its employees from liability for violations of this Agreement or any other act or omission of Contractor. No expiration or termination of this Agreement will relieve either party of any obligations under this Agreement that by their nature survive expiration or termination, including Sections 2, 10, 15, 19, 23, 24, 25, 26, 27, 30, 33, 34, 35, 39, 40, 43, 44, 45, 48, 49, 51, 52, and 53.

20.5 TJC is entitled (but not obligated) to cure any default of Contractor and has the right to offset against all amounts due to Contractor any and all reasonable expenses incurred in connection with curative actions.
20.6 In the event that this Agreement is terminated, then within thirty (30) days after termination, Contractor will reimburse TJC for all fees paid by TJC to Contractor that were (a) not earned by Contractor prior to termination, or (b) for goods or services that TJC did not receive from Contractor prior to termination.

21. 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 “Indemnities”) 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 to the extent caused in whole or in part by any negligent act, negligent omission or willful misconduct of Contractor, anyone directly employed by Contractor or anyone for whose acts Contractor may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity.

22. 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.

22.1 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.

22.2 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.

22.3 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.

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

22.5 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.

22.6 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.

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

22.8 Indemnity. To the extent Contractor, its employees, agents, or representatives violate these confidentiality provisions, or cause TJC or its employees', students' or board members' confidential or non-public information to be compromised, Contractor agrees to defend (with TJC choosing defense counsel), hold harmless and indemnify TJC, its board, employees, agents and representatives, for any and all damages, claims, fines, causes of action, lawsuits, attorneys’ fees, costs, injuries or liabilities related to or arising from same violation.

23. 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.

24. **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 24** 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.

25. **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.

26. **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.

27. **CONTRACTOR CONFLICT** - Contractor agrees that it will not at any time prior to or during the term of this Agreement, either directly or indirectly, use labor or materials that could or will create any difficulty with other contractors or labor engaged by Contractor or TJC or with any other party in the construction, maintenance or operation of TJC or any part thereof.

28. **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.

29. **DAMAGES** - Contractor shall be liable for the loss of or damages to TJC's property when such loss or damage arises from the negligent or unlawful acts or omissions of Contractor or its employees. The Contractor is responsible for reporting, in writing within seventy-two (72) hours of the occurrence, damage to TJC property or personal property on TJC premises. Failure to make report to TJC of the occurrence, within the specified time, may be cause for termination of this contract.

30. **CHANGES TO THE AGREEMENT** - This agreement may not be modified, waived or amended unless mutually agreed to in writing by the persons who executed this Agreement or their replacements or designees.
31. **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.

32. **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.

33. **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.

34. **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.

35. **ENTIRE AGREEMENT; MODIFICATIONS** - This Agreement supersedes all prior agreements, written or oral, between Contractor and TJC and will constitute the entire Agreement and understanding between the parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by TJC and Contractor.

36. **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.

37. **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.

38. **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.
39. **BINDING EFFECT** - This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

40. **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.

41. **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.

42. **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  
   1327 South Baxter  
   Tyler, Texas 75701  
   903-510-2151

   **If to Contractor:**
   VENDOR  
   Attn: NAME  
   TITLE  
   ADDRESS  
   CITY, STATE ZIP  
   PHONE

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

43. **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.

44. **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.
45. **BREACH OF CONTRACT CLAIMS**

45.1 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:

45.1.1 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 Campus Services 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.

45.1.2 If the parties are unable to resolve their disputes under Section 45.1.1, the contested case process provided in Subchapter C of Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Agreement by TJC.

45.1.3 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.

45.2 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.

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

46. **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.

47. **ETHICS MATTERS; NO FINANCIAL INTEREST** - Contractor and its employees, agents, representatives and subcontractors have read and understand TJC's Conflicts of Interest Policy available at http://www.tasb.org/policy/pol/private/212501/pol.cfm?idx=C. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause TJC employees to violate TJC's Conflicts of Interest Policy, provisions described by TJC's Standards
of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board of Trustees has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

48. **CERTIFICATIONS OF NONSEGREGATED FACILITIES AND EQUAL EMPLOYMENT OPPORTUNITIES COMPLIANCE** - Contractor certifies that, except for restrooms and wash rooms and one (1) or more lactation rooms, each of which is segregated on the basis of sex: (1) it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained; (2) it will not maintain or provide for its employees any segregated facilities at any of its establishments; and (3) it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause. The term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, entertainment areas, and transportation or housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. Contractor further agrees that, except where it has contracts prior to the award with subcontractors exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, Contractor will retain certifications for each one of its subcontractors in Contractor’s files, and that it will forward the following notice to all proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES** - A Certification on Nonsegregated Facilities must be submitted prior to the award of any subcontract exceeding $10,000.00 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

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

49. **DEBARMENT** - Contractor confirms that neither Contractor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States ("U.S.") federal government Procurement or Nonprocurement Programs, or are listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs ([http://www.epls.gov/](http://www.epls.gov/)) issued by the U.S. General Services Administration. " Principals" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Contractor 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.

50. **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

51. 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 agrees to allow, during and for a period of not less than four (4) years after the expiration or termination of this Agreement, access to this Agreement and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.

52. NO SMOKING/ALCOHOL/VAPOING POLICY – TJC provides a friendly, tobacco-free, vaping-free environment at all of its campuses and satellite facilities. No alcohol whatsoever will be permitted on campus grounds.

53. 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. Contact 911 for emergencies. Campus Police can be contacted at 903 510-2222 for non-emergencies. https://www.tjc.edu/downloads/file/1045/concealed_handguns_on_campus_policy

54. ISRAEL – In accordance with the Texas Government Code, Contractor represents and verifies that it does not, and will not during the term of this contract, 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.

55. 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.
54. **EXHIBITS** – All exhibits are attached hereto and is incorporated herein by reference for all purposes as part of this Agreement. To the extent of any conflict, the exhibits will control.

**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

**CONTRACTOR:**

**TJC:**

**VENDOR**

**TYLER JUNIOR COLLEGE**

By: ____________________________  By: ____________________

Name: __________________________  Name: Dr. Juan Mejia

Title: ___________________________  Title: President

Date: ___________________________  Date: ________________

**ATTACHMENTS TO THIS CONTRACT:**

**EXHIBIT A** – Pricing Proposal

**EXHIBIT B** – Insurances