REQUEST FOR PROPOSAL

Tyler Junior College

For a Vendor to Provide Fiber Ethernet Circuits for Select Campuses of Tyler Junior College

RFP No. J2120-23-03

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:** Fiber Ethernet Circuits for Select Campuses

**ISSUANCE OF RFP**
November 8, 2022

**DEADLINE FOR QUESTIONS:**
November 29, 2022 10:00 a.m. CST

**SUBMITTAL DEADLINE:**
December 13, 2022 2:00 p.m. CST

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

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

**TERM OF SERVICE/PROJECT:**
Two (2) year initial term with three (3) one-year renewals 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

SECTION 1: 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 is seeking a vendor to provide Fiber Ethernet Circuits for Select Campuses. These specifications will allow the College to select the vendor who can provide such services. 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.

The Services are more specifically described in Section 4.1 (Scope of Work).

TJC reserves the right to award multiple contracts as a result of this RFP if deemed in the best interest of Owner. However, Owner makes no representations of any kind that an award will be made as a result of this RFP.

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

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.

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.

Proposers acknowledge that an agreement with TJC may include the following language:

Other local, governmental and private entities within the State of Texas who wish to participate under similar terms and conditions contained in this document may do so. TJC may retract pricing and other sensitive information and shall inform Contractor in advance
of another entity’s desire to participate using this document. Each entity wishing to participate must sign an addendum to this contract stating payment terms, conditions and varying terms specific to that entity. If such participation is desired by an eligible entity, all purchase orders will be produced by that entity and all goods and/or services will be provided directly to that entity.

1.5 Clarifications and Interpretations

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

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. Section 4 of APPENDIX ONE). The Addenda Checklist must accompany the Proposer’s proposal. It is the Proposer’s responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on TJC’s website at http://www.tjc.edu/rfp.

1.6 Proposal Evaluation Process

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

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

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

At TJC’s sole option and discretion, TJC may discuss and negotiate all elements of the proposals submitted by selected Proposers within a specified competitive range. For purposes of negotiation, TJC may establish, after an initial review of the proposals, a competitive range of acceptable or potentially acceptable proposals composed of the highest rated proposal(s). In that event, TJC will defer further action on proposals not included within the competitive range pending the selection of Contractor; provided, however, TJC reserves the right to include additional proposals in the competitive range if deemed to be in the best interests of TJC.
After submission of a proposal but before final selection of Contractor is made, TJC may permit a Proposer to revise its proposal in order to obtain the Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. TJC will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. TJC is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to TJC overall, as determined by TJC. TJC reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of TJC. Proposer is hereby notified that TJC will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by TJC.

1.7 TJC’s Reservation of Rights/Unbalanced Proposal

TJC may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. TJC reserves the right to divide the Project into multiple parts, to reject any and all Proposals and re-solicit for new Qualifications, or to reject any and all Proposals and temporarily or permanently abandon the Project. TJC makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP. 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, [b] the Criteria for Selection (ref. Section 2.3 of this RFP), [c] 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](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 December 13, 2022, 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 November 29, 2022 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.”

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 Extent to which vendor’s goods and services are the best value to TJC ................................................................. (45%)

2.3.1.2 Total overall cost to TJC in providing required services ................................................................. (45%)

2.3.1.3 Proposer’s ability to provide the requested services as defined in the Scope of Work ......................................................... (10%)

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Number of Copies

Proposer must submit a total of one (1) complete copy 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).

3.2 Submission

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

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

3.3 Terms and Conditions

Proposer must comply with the requirements and specifications contained in 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 5 of this RFP)

3.4.3 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](http://www.tjc.edu/rfp)

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

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

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

### SECTION 4

4.1 **Scope of Work**

Proposal must include information that clearly indicates the Scope of Services included and Pricing for providing 1 gigabit ELINE EVC with Port-Based Service (fiber ethernet circuits) for Select Campuses:

- **TJC Lindale**
  - 75 Miranda Lambert Way, Lindale, TX 75771
- **TJC Jacksonville**
  - 501 S. Ragsdale Street, Jacksonville, TX 75766
- **TJC Rusk**
  - 805 N. Dickinson Drive, Rusk, TX 75785
- **The Family Learning Center**
  - Douglas Elementary Annex
  - 1508 N. Haynie, Tyler, TX 75702
SECTION 5
PRICING PROPOSAL

Proposal of: ____________________________________________
(Proposer Company Name)

To: Tyler Junior College

Ref.: Fiber Ethernet Circuits for Select Campuses

RFP No.: J2120-23-03

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

6.1 Pricing Proposal for Services Offered

Proposer should describe in detail the total fees for the entire scope of the Services proposed. The fees must be inclusive, if applicable, of all associated costs for delivery of services, service/maintenance, labor, insurance, taxes, licenses, overhead, and profit.

6.1.1 TJC Lindale:
_________________________________________________________________________________________________________
_________________________________________________________________________________________________________

6.1.2 TJC Jacksonville:
_________________________________________________________________________________________________________
_________________________________________________________________________________________________________

6.1.3 TJC Rusk:
_________________________________________________________________________________________________________
_________________________________________________________________________________________________________

6.1.4 The Family Learning Center:
_________________________________________________________________________________________________________
_________________________________________________________________________________________________________
6.2 **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.

6.3 **TJC’s Payment Terms**

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

Prompt Payment Discount: _____%_____days/net 30 days

Respectfully submitted,

Proposer: __________________________

By: __________________________

(Authorized Signature for Proposer)

Name: __________________________

Title: __________________________

Date: __________________________

Email: __________________________
APPENDIX ONE
PROPOSAL REQUIREMENTS

TABLE OF CONTENTS

SECTION 1: GENERAL INFORMATION

SECTION 2: EXECUTION OF OFFER

SECTION 3: PROPOSER’S GENERAL QUESTIONNAIRE

SECTION 4: ADDENDA CHECKLIST

SECTION 5: FELONY CONVICTION NOTIFICATION FORM

SECTION 6: DELINQUENT FRANCHISE TAXES FORM

SECTION 7: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL FORM

SECTION 1

GENERAL INFORMATION

1.1 Purpose

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

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

1.2 Proposal Requirements and General Instructions

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

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

1.2.3 All products and/or services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the College shall be included in the proposal.

1.2.4 Any deviations to any of the specifications shall be clearly noted in writing by the Proposer and shall be included with the proposal.
1.2.5 Proposals and any other information submitted by Proposer in response to this RFP will become the property of TJC.

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

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

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

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

1.3 Preparation and Submittal Instructions

1.3.1 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.

1.3.2 Pricing Proposal

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

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

1.3.3 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
1.3.4 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.

1.3.5 Delinquent Franchise Taxes Form

Proposer must complete, sign and return the attached Delinquent Franchise Taxes Form (ref. Section 6 of APPENDIX ONE) as part of its proposal. The form must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Delinquent Franchise Taxes Form may be rejected by TJC in its sole discretion.

1.3.6 Prohibition on Contracts with Companies Boycotting Israel

Proposer must complete, sign and return the attached Prohibition on Contracts with Companies Boycotting Israel Form (ref. Section 7 of APPENDIX ONE) as part of its proposal. The form must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Prohibition Form may be rejected by TJC in its sole discretion.

1.3.7 Submission

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

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

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Page 20 of 27
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, if requested by TJC.

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 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.

3.1.8 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.
APPENDIX ONE, SECTION 4
ADDENDA CHECKLIST

Proposal of: ________________________________________  
          (Proposer Company Name)

To: Tyler Junior College

Ref.: Fiber Ethernet Circuits for Select Campuses

RFP No.: J2120-23-03

Ladies and Gentlemen:

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

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

Respectfully submitted,

Proposer: __________________________

By: ________________________________  
    (Authorized Signature for Proposer)

Name: _____________________________

Title: ______________________________

Date: _____________________________
APPENDIX ONE, SECTION 5
FELONY CONVICTION NOTIFICATION FORM
TYLER JUNIOR COLLEGE DISTRICT
REQUEST FOR PROPOSALS NO. J2120-23-03
FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (1) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the Contract."

This notice is not required of a publicly-held corporation

I certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

NAME: __________________________________________

A. I have not been convicted of a felony.

   Signature: _______________________________     Date: __________

B. I have been convicted of a felony.

   Name of Felon (s): _______________________________________
   Details of Conviction (s): _______________________________________
   _______________________________     Date: __________
   _______________________________     Date: __________

   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): _______________________________________
   _______________________________     Date: __________

   Signature: _______________________________     Date: __________
APPENDIX ONE, SECTION 6
DELINQUENT FRANCHISE TAXES FORM

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

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

VENDOR’S NAME: ________________________________

AUTHORIZED CORPORATION OFFICIAL’S NAME: ________________________________

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

Signature of Corporate Official: ________________________________

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

Signature of Corporate Official: ________________________________

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

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

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

Exemption criteria includes the following:

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

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

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

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

___ 2) Company is a sole proprietorship;

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

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

______________________________
Signature of Certifying Official

______________________________
Title

______________________________
Date of Certification