



THE COLLEGE OF EAST TEXAS

**REQUEST FOR PROPOSAL (RFP)**  
**ELECTRONIC ACCESS CONTROL SYSTEM AND VIDEO SURVEILLANCE**  
**RFP #24-07**

TJC (“College”) invites qualified vendors to submit competitive sealed proposals for providing an Electronic Access Control System and Security Cameras as more specifically described in the specifications and scope of work.

Proposals are due by **Tuesday, March 19, 2024 @ 2:00 p.m. Central Daylight Time (CDT)** and will be opened and the names read publicly. Proposals will be reviewed and subsequently tabulated by the Purchasing Department and then processed through appropriate channels for committee review, if applicable, and approval. The Board of Trustees of TJC will make final approval. Any procurement of services will be initiated by a valid, signed purchase order issued by the College.

All proposals and supporting documentation must be submitted by mail, or delivered by courier, or hand delivered by a vendor representative. If proposal is mailed, please mark **“RFP #24-07”** on the front of the envelope; or deliver to:

**TJC**  
**CAMPUS & PROCUREMENT SERVICES**  
**ATTN: DANA BALLARD**  
**1327 SOUTH BAXTER**  
**TYLER, TX 75701**  
**EMAIL: [dbal@tjc.edu](mailto:dbal@tjc.edu)**

The proposal must be received prior to the proposal deadline. Proposals received after the deadline will not be opened, read, evaluated, or recorded; and will be returned to the vendor unopened. Companies are encouraged to respond even if they do not wish to submit a Proposal. “No Proposal” is considered as a response.

Tyler Junior College reserves the right to accept or reject any and/or all proposals, or waive any and/or all formalities, technicalities, and conditions, or permanently abandon the RFP. The College will have a minimum of ninety (90) days after the Submittal Deadline for evaluation, selection, and any unforeseen delays. Vendors shall not withdraw their proposals prior to the termination of this period. Tyler Junior College will accept the proposal determined by the College to be in its best interest in accordance with applicable law. It is not the intent of any condition, specification, or other requirement in the proposal process to prohibit any responsible vendor from submitting a bid.

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## **INTRODUCTION**

TJC is located in Tyler, Texas. Since 1926, TJC 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. With more than 115+ degree and certificate programs, plus extensive training and technical programs, TJC is the best first step for any student, whether they plan to transfer to a four-year institution or gain the skills they need to go directly into the workforce.

TJC 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](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/>.

## **PROPOSAL INSTRUCTIONS**

Respondents must abide by all requirements of the Instructions to Respondents.

**Entity Submitting RFP:** The terms “vendor”, “proposer”, “firm”, “company”, “respondent”, or “contractor” used in this RFP or any subsequent documents or communications related to this RFP are interchangeable and mean the entity submitting a proposal and seeking to enter into a contract for the goods and/or services requested in this RFP.

**Acquiring Documents:** Proposal documents may be downloaded from the TJC website at <https://www.tjc.edu/rfp>, or picked up from the Purchasing Department at the following location: Tyler Junior College, Campus & Procurement Services, 1327 S. Baxter, Tyler, TX 75701. Respondents may also obtain proposal documents by emailing a request to Dana Ballard, [dbal@tjc.edu](mailto:dbal@tjc.edu).

Proposals may not be withdrawn for a period of ninety (90) days subsequent to the closing date and time without the consent of Tyler Junior College.

Tyler Junior College reserves the right to accept or reject any and/or all proposals, waive any formalities and technicalities and to award contracts as determined by the College to be in its best interest in accordance with applicable law (Texas Education Code 44.031(b)). The College reserves the right to award multiple contracts as a result of this RFP if deemed in the best interest of the College.

Proposals submitted for consideration should follow the format and order of presentation described below:

**Cover Letter:** Contain a summary of respondent's ability to perform the services described in the RFP and confirm that respondent is willing to perform those services and enter into a contract with Tyler Junior College.

The person signing the proposal must be:

1. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal; or
2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the public entity

The cover letter should also:

- Identify the submitting respondent;
- Identify the name, title, address, telephone number, and email address of each person authorized by the respondent to contractually obligate the Respondent;
- Identify the name, address, telephone number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

**Number of Responses Copies:** Each respondent is required to submit and provide one (1) signed original response of the proposal, and (2) one thumb drive of the proposal. The original response is to be labeled “Original” on the first page or front cover of the proposal.

**Legibility/Clarity:** Responses to the requirements of this RFP in the formats requested is required with all questions answered in as much detail as practicable. The Respondent's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of the RFP is also desired. Each respondent is solely responsible for the accuracy and completeness of its proposal.

**Schedule of Events:**

RFP available to prospective respondents	January 24, 2024
Optional Pre-Bid Walk-Through	Thursday, February 8 or February 15, 2024 By appointment only between 1:00 pm and 4:00 pm. 1327 S. Baxter, Tyler, TX 75701

Email Dana Ballard, Director, Campus & Procurement Services, [dbal@tjc.edu](mailto:dbal@tjc.edu), to arrange a time and date. *There will be a guided tour of the site. The pre-bid walk-through will allow proposers an opportunity to ask representatives relevant questions and tour representative buildings.*

Deadline to receive written inquiries	February 22, 2024, 10:00 am
Responses to inquiries, if any, via Addenda	<a href="https://www.tjc.edu/rfp">https://www.tjc.edu/rfp</a>
Proposal Due Date	Tuesday, March 19, 2024, 2:00 p.m.

Tyler Junior College reserves the right to change the schedule of events to the RFP at any time. Any changes will be issued via Addenda and posted online at <https://www.tjc.edu/rfp>.

**Respondent Inquiry Periods:** An initial inquiry period is hereby firmly set for all interested respondents to perform a detailed review of the proposal documents and to submit any written questions relative thereto. TJC is always conscious and extremely appreciative of your time and effort in preparing this proposal. Without exception, all questions regarding this RFP MUST be submitted in writing by email only to Dana Ballard, Director, Campus & Procurement Services, at [dbal@tjc.edu](mailto:dbal@tjc.edu) and received by the deadline to receive written inquiries date set forth above. Inquiries shall not be entertained thereafter. It is the respondent's responsibility to make sure they have obtained all addenda and acknowledged receipt of such on the Vendor Certification Form.

**Withdrawal of Proposal:** A respondent may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the respondent must be submitted to the TJC Purchasing Department via the previously stated email address.

## **GENERAL REQUIREMENTS**

TJC is seeking qualified vendors to submit proposals in accordance with the Scope of Work and Terms and Conditions specified in this Request for Proposal. It is not the intent of any condition of the specifications to prohibit any responsible contractor from submitting a proposal on all or portions of the Scope of Work.

The specifications included with these instructions are to establish a standard of quality desired by the College. Any vendor may submit his proposal on any article which substantially complies with these specifications as to quality. The College reserves the right to make its selections of goods and services purchase, based on its best judgment as to which products substantially comply with the quality required by the specifications and are the best value for the College.

The contract between Tyler Junior College and the vendor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto, (2) the proposal submitted by the vendor in response to the RFP, and (3) any subsequent fully-executed contract and/or purchase order. In the event of a conflict in language between the three documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, the College reserves the right to clarify any contractual relationship in writing with the concurrence of the vendor and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the vendor's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern, along with the issued purchase order.

Proposers acknowledge that an agreement or award 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.

In connection with the furnishing of equipment, supplies or performance of work under the contract, the vendor agrees to comply with the fully-executed contract, purchase order, the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

## **SCOPE OF WORK – ELECTRONIC ACCESS CONTROL**

Tyler Junior College is seeking competitive sealed proposals from qualified respondents in providing an Electronic Access Control System solution, including hardware and software, controllers, appliances, readers, access cards, badge printer(s), system design, cabling, installation, maintenance, service and support, warranty and training.

We are currently running a mixed environment for access control and would like to find a single access control solution that controls all of our existing doors as well as the 319 doors that are not setup with access control across all our campuses.

## **Application Software Integrations**

<b>System Name</b>	<b>Areas Directly Supported</b>	<b>Functional Description</b>
Ellucian Banner	Students, Faculty, and Staff	Student and staff information system
Microsoft Active Directory	Students, Faculty, and Staff	Identity and Access Control
Star Rez	Students and Staff	Student Housing Management Software
Video Insight	Staff	Video Management System

### **Existing Access Control Information:**

There are currently 943 interior and exterior doors on the TJC campuses using either Cbord or Onity for electronic access control.

- The Cbord environment is used in 20 buildings to control 363 doors and is using the following hardware.
  - HID VertX EVO (V100 and V1000)
  - HID multiCLASS SE RMPK40 Magstripe Reader
  - HID EDGE EVO EH400-K (Virtual Door Controller)
  - ASSA ABLOY Persona P2/PW11 (Wi-Fi Readers)
- The Onity environment is used in 12 buildings to control 580 doors. Two of the buildings are using a mixed environment of both Cbord and Onity.
- There are currently 319 exterior doors over 45 buildings without access control that will need access control added.
- We are using Instant ID with 3 DS3 ID printers.

### **I. Critical Criteria for Proposed Solution**

The vendor's proposed software should meet all the following critical criteria:

1. System:
  - a) On-Prem servers would be preferable.
  - b) Straightforward plan on reissuing IDs.
  - c) Reliable wireless locks (WIFI, Bluetooth, etc.).
  - d) Ability to perform emergency or maintenance lockdowns by campus or by building.
  - e) Integrate with either Active directory (preferred) or Ellucian Banner to manage active users.
  - f) Easily see door/prop/access alarm notifications.
  - g) System should be easy to scale across sites
2. Scheduling:
  - a) Easy to set up and update door schedules.
  - b) Easy to set up and update holiday schedules.
3. Support:
  - a) 24/7 Support: 24/7 technical support included (call, email, chat).

### **II. Supplementary Criteria**

It is not required but it is preferred that Vendors meet some or all of these additional criteria:

1. We would like to reuse the existing HID controllers and readers that are being used with Cbord.

2. Ability to integrate with our security cameras/VMS and pull up the camera view when an alarm is triggered.
3. Ability to move from iClass card to use mobile devices/digital IDs and supports cards with RFID.
4. Integrate with our student housing management software to assign access to student rooms.
5. Software is accessible through mobile devices.

### **III. Supplementary Questions**

The following items are important with respect to the evaluation of proposals. Vendors should provide clear and detailed responses to each item.

1. Please provide detailed information about reference sites. Please include the following:
  - Names of institutions
  - The production status of each, when they were implemented, and which release.
2. Please provide details on required secondary environments for test, development, training, etc.
3. Does your company have partnerships with and support integration to other systems we may already have?
4. Please describe your implementation and professional services. Include information on the following:
  - Are professional/implementation services included in the contract or is there an additional fee?
  - If services are included, how many hours are provided?
  - Do you provide onboarding, configuration, and system admin training?
  - If so, do you offer these services in person?
  - What is a typical timeframe to go live?
  - Is technical support available over the phone and on line?
5. Please describe any training materials that the College should consider.
  - Who is responsible for retraining users when system changes alter current processes?

### **IV. General Technical Questions**

Please provide the following technical information with respect to the proposed system:

1. What options do you support for authentication, SSO and user provisioning? (LDAP, AD, CAS, OATH, SAML, Shibboleth, proprietary API, etc.)
2. Does the application support Android and iOS operating systems? Is it responsively designed for use with mobile devices?
3. Does the system store information that is subject to PCI, FERPA, HIPPA or any other federal, state, or local compliance requirements? If so, please provide TX-Ramp Certification.

### **Support**

4. Is there online documentation?
5. Is there an active support community or forum?
6. How many clients do you have using your solution?
7. Please explain your minor patching process (hot fixes).

### **Implementation Services**

8. Does your firm provide any ongoing post go-live deployment services? Please describe and specify the fees (if applicable) for ongoing support.
9. Provide a typical implementation schedule covering software implementation, configuration, content development, and 'go-live'. This should include key activities and time estimates for both the vendor and college participants.
10. What are your expectations for our institution project team staffing, roles, and responsibilities?

11. In your experience what are the biggest challenges our institution will experience on this project?
12. Please provide a description of your typical deployment project team structure.
13. Please provide a timeline for completion of each module.
14. What are your pricing models, and do you expect any price increases over next five years?

## **SCOPE OF WORK – VIDEO SURVEILLANCE**

TJC is requesting proposals from qualified solution providers to provide a video surveillance system to replace our existing video surveillance systems with a consistent, unified, and expandable solution. If respondent is unable to support our existing cameras, submit a proposal that includes replacing our existing cameras that will not work with your system. The College is asking for options.

We currently have 577 cameras installed across 4 campuses. The cameras are a mixture of Advidia, Panasonic, and Bosch, with a majority being Advidia models.

### **I. Critical Criteria for Proposed Solution**

The vendor's proposed software should meet all the following critical criteria:

1. Capability to perform computer vision analytics for people, vehicles, and license plates.
2. Capability to configure people attribute watchlist and receive alerts.
3. Receive event alerts, such as AI video motion detection and sound detection.

### **II. Supplementary Questions**

The following items are important with respect to the evaluation of proposals. Vendors should provide clear and detailed responses to each item.

1. Video Monitor system that can integrate with access control system and provide seamless surveillance between triggered alarms and camera locations.
2. Supports our existing Advidia, Panasonic, and Bosch cameras.
  - a. If the proposed solution does not support these cameras the bid will need to include pricing for replacing our existing cameras.
3. Option for On-Prem storage.
4. Monitor software is accessible through a mobile device.
5. Provide either email or SMS notification of critical system events (camera failure, tampering, etc.)

### **III. General Technical Questions**

Please provide the following technical information with respect to the proposed system:

1. What options do you support for authentication, SSO and user provisioning? (LDAP, AD, CAS, OATH, SAML, Shibboleth, proprietary API, etc.)
2. Does the application support Android and iOS operating systems? Is it responsively designed for use with mobile devices?
3. Does the system store information that is subject to PCI, FERPA, HIPPA or any other federal, state, or local compliance requirements? If so, please provide TX-Ramp Certification.

#### **Support**

1. Is there online documentation?
2. Is there an active support community or forum?
3. How many clients do you have using your solution?
4. Please explain your minor patching process (hot fixes).

#### **Implementation Services**

1. Does your firm provide any ongoing post go-live deployment services? Please describe and specify the fees (if applicable) for ongoing support.



2. Provide a typical implementation schedule covering software implementation, configuration, content development, and 'go-live'. This should include key activities and time estimates for both the vendor and college participants.
3. What are your expectations for our institution project team staffing, roles, and responsibilities?
4. In your experience what are the biggest challenges our institution will experience on this project?
5. Please provide a description of your typical deployment project team structure.
6. Please provide a timeline for completion of each module.
7. What are your pricing models, and do you expect any price increases over next five years?

## **TERMS AND CONDITIONS**

**Service Agreement:** The term of the contract will begin upon final approval by the TJC Board. Proposers should be aware that the contents of the successful proposal will become a part of the subsequent contractual documents. Failure of the Proposer to accept this obligation may result in the cancellation of any award.

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

The work requested is currently anticipated to commence sometime in May 2024. TJC will work with the awarded vendor on a final timeline.

Each Proposer acknowledges that the College has made a reasonable attempt to provide the Proposer with relevant data. The Proposer, therefore, waives any right of avoidance 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.

**Escalation/De-escalation Clause:** Escalation or de-escalation of any service agreement costs may only occur at the time of renewal, if in agreement with the terms and conditions of this request for proposal. Any request for escalation or de-escalation must be approved by the College. Escalation of costs will not be approved if the escalation exceeds 3% of the previous year's cost.

**Modifications of Proposal Terms And /Or Amendments:** Tyler Junior College reserves the right to change the schedule of events or issue addenda to the RFP at any time. Tyler Junior College also reserves the right to cancel or re-issue the RFP. Only interpretations or corrections to the proposal provided in writing by the Tyler Junior College Purchasing Department shall be binding. Prospective vendors are advised that no other source is authorized to provide information concerning, or explain or interpret, the proposal documents. If the respondent needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the respondent, cross-reference clearly to the relevant proposal section, prior to the proposal opening, and should be submitted with proposal documents. Such shall meet all requirements for the proposal.

All addenda will be posted on the College website <https://www.tjc.edu/rfp>. It is the vendor's responsibility to check this website for addenda postings prior to submitting responses and acknowledge receipt of such in the Vendor Certification Form. Proposers finding errors, requests for additional information, omissions, or corrections that need to be made in the proposal shall contact the Purchasing Department no later than seven (7) days prior to the due date of this RFP, or as soon as possible before proposal is due. You may submit this addenda information via email to Dana Ballard, Director, Campus & Procurement Services, [dbal@tjc.edu](mailto:dbal@tjc.edu).

**Proposal Rejection:** Issuance of this RFP in no way constitutes a commitment by Tyler Junior College to award a contract. Tyler Junior College reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the College to do so.

**Cost of Offer Preparation:** Tyler Junior College is not liable for any costs incurred by respondents or Contractors prior to issuance of or entering into a contract. Costs associated with developing the proposal and any other expenses incurred by the contractor in responding to the RFP are entirely the responsibility of the respondent and shall not be reimbursed in any manner by Tyler Junior College.

**Professional Services:** This proposal does not include services that are required to be procured under Chapter 2254 Professional Services Procurement Act of the Texas Government Code, such as architects and engineers.

**Written or Oral Discussions/Presentations:** Written or oral discussions may be conducted with respondents who submit proposals determined to be reasonably susceptible of being selected for award. The College reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received or ask for a Best and Final Offer.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the College's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

**Acceptance of Proposal Content:** By submitting a response to this sealed proposal, each respondent affirmatively accepts and consents to the terms and conditions to this sealed proposal contract in its entirety except to the extent specifically set forth in its response. The mandatory RFP requirements shall become contractual obligations if a contract ensues. An official authorized Purchase Order, Certificate of Liability Insurance, with worker's compensation, naming Tyler Junior College as an additional certificate holder is required to be in place before any work is authorized.

#### **Deviations:**

If vendor intends to deviate from the draft contract, standard terms and conditions, specifications, or other requirements associated with this solicitation, the vendor must list or reference all such deviations, with complete and detailed information regarding the deviations, on a separate sheet of paper and submit it with the bid submittal. The College will consider any deviations in its award decision, and reserves the right to accept or reject the bid based upon any submitted deviations.

In the absence of any deviation identified and described in accordance with this solicitation, the vendor asserts that it will fully comply with the standard terms and conditions, specifications, and all other requirements associated with this solicitation if awarded a contract.

**Insurance:** The selected vendor will be required to provide TJC with a certificate of insurance confirming Tyler Junior College has been named as additional insured, with the minimum requirements outlined below.

Coverage is required for the duration of the agreement and for purposes of indemnification obligations that are specified to survive termination or expiration of the agreement. Vendor shall obtain, at its sole expense and at no cost to the College, the following coverage and shall maintain such coverage in full force and effect:

#### **Commercial General Liability (Occurrence Form)**

- |   |             |
|---|-------------|
| • Commercial General Liability: Each Occurrence | \$5,000,000 |
| • Damage to Rented Premises Each Occurrence     | \$ 50,000   |
| • Medical Exp. (any one person)                 | \$ 5,000    |
| • General Aggregate: Each Occurrence            | \$5,000,000 |
| • Personal & Advertising Injury Liability       | \$5,000,000 |
| • Products – Comp/Op Aggregate                  | \$5,000,000 |

➤ Tyler Junior College named as Additional Insured

- Waiver of Subrogation in favor of Tyler Junior College

#### **Umbrella Liability**

- Each Occurrence and Aggregate \$5,000,000
  - Tyler Junior College named as Additional Insured
  - Waiver of Subrogation in favor of Tyler Junior College

#### **Workers' Compensation and Employer's Liability**

- Workers' Compensation (Each Occurrence) \$1,000,000
- Employer's Liability
- Bodily Injury (Each Accident) \$1,000,000
- Bodily Injury by Disease (Each Employee) \$1,000,000
- Bodily Injury by Disease (Policy Limit) \$1,000,000
  - Attach Alternate Employer Endorsement naming Tyler Junior College
  - Waiver of Subrogation in favor of Tyler Junior College

All coverages above must be placed with an insurance company with an A.M. Best rating of A or better and provide 30 days' notice of cancellation to Tyler Junior College and be primary and non-contributory coverage.

The insurance requirements also apply to any sub-contractor(s) in the event that any work is sublet. The contractor shall include all subcontractors of insured's under its policies and/or shall ensure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

Should any of the policies be canceled before the expiration date, the issuing company will mail thirty (30) days' written notice to the certificate holder, Tyler Junior College.

The vendor shall be required to waive all right of subrogation against the College, its officials, employees and volunteers for losses arising from work performed by vendor.

**Indemnification:** To the extent allowable by Texas Law and without waiving any rights or entitlement to governmental or sovereign immunity, the parties shall indemnify and hold harmless each other and their respective officers, trustees, or employees, (hereafter referred to as "indemnified party") against any and all liability (including reasonable attorneys' fees and court costs) to any persons or entities (except to the extent such liability is the fault of the indemnified party) arising from or related to the negligence or willful acts, omissions, or other misconduct of the indemnifying party or its agents, officers/trustees, and employees, in the performance of this contract. The provisions of this section will not be construed to waive immunity in any way nor to eliminate or reduce any other indemnification or right which any indemnified party has by law or equity and shall survive the termination of this agreement.

**Limitation of Liability:** Neither respondent nor the College shall be responsible to the other for any special, indirect, or consequential damages. Neither party will be responsible to the other for damage, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: (a) acts of God; (b) acts of Government agencies; (c) strikes; (d) labor disputes; (e) fire; (f) explosions or other casualties; (g) thefts; (h) vandalism; (i) riots or war; or (j) unavailability of parts, materials, or supplies.

The College retains the right to the approval for insurance coverage. Respondent shall submit a Certificate of Liability Insurance naming Tyler Junior College as an additional certificate holder.

**License and Permits:** The vendor is responsible for obtaining all permits and licenses, if any, required by federal, state, city, and county. The College will not be charged back for the price to obtain the permits and licenses.

**Open Records:** It is understood by submitting a proposal to Tyler Junior College, the document, if requested, will be available for review by any individual or business in accordance with the Public Information Act, Texas Government Code 552. Copies of your proposal will be supplied to the requesting party as allowed by law. 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. 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. TJC may seek to protect from disclosure all information submitted in response to this RFP until the time of a final award.

**Advertising:** The vendor shall not advertise or publish, without the College's prior written consent, the fact that the College has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

The contractor(s) shall not use Tyler Junior College's logo unless granted expressed written permission from the College's Marketing Department.

**Ethics:** The contractor shall not accept or propose gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Tyler Junior College.

**Compliance with Americans with Disabilities Act (ADA):** Vendor shall be in compliance with all relevant requirements of the American with Disabilities Act (ADA) as applicable to their operations. By submission of a proposal response, vendor acknowledges intention to conform to the requirements of the ADA. Failure to comply with ADA constitutes good cause for the College to suspend a contract with any successful vendor.

**Universal & Commercial Code:** This writing and subsequent information given and forwarded to the College shall be a sole and final expression of the agreement between the College and the vendor, and is intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is controlling. This agreement shall be governed by the laws of the State of Texas. By submitting a signed proposal, the vendor certifies that the company does not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, and certifies that the company complies with equal employment opportunities regulation.

**Discrimination:** By submitting a signed proposal, the vendor certifies that the company does not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, and certifies that the company complies with equal employment opportunities regulation.

**Debarment:** Any bidder or any principals of a bidding company that are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State Government entity shall be considered ineligible to be awarded a contract by Tyler Junior College.

**Force Majeure:** Neither Contractor, its suppliers, member or lead agency, nor Tyler Junior College will be liable for any failure or delay in this agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the negligence or willful misconduct of contractor), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If contractor is unable to provide services for a period of ten (10) consecutive days as a result of a continuing force majeure event, the College may cancel the purchase order without penalty.

**Contract Negotiations:** If for any reason the respondent(s) whose proposal is most responsive to the College's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the College may negotiate with the next most responsive respondent(s).

Negotiation may include revision terms, conditions, or requirements. The College may enter into a contract with more than one respondent.

**Contract Award Execution:** The College reserves the right to enter into an agreement without further discussion of the proposal based on the initial offers received.

The RFP, any addendums, and the proposal of the selected respondent(s), along with a fully-executed agreement and the College's purchase order, will become part of any contract initiated by the College.

If the contract negotiation period exceeds thirty (30) days or if the selected respondent(s) fails to sign any contract within seven (7) calendar days of delivery of it, the College may elect to cancel the award and award the contract to the next-highest-ranked respondent(s).

Award(s) shall be made to the respondent whose proposal, conforming to the RFP, will be the most advantageous and is in the best interest of the College.

**Notice of Award:** Tyler Junior College Purchasing Department will notify respondent(s) of a potential award. The Tyler Junior College Purchasing Department will also notify all unsuccessful respondent(s) as to the outcome of the evaluation process.

**Award Protest:** 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 & Procurement 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 & Procurement 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 & Procurement Services, notifies protestor that additional time is needed. The decision shall be final.

**Venue:** Both parties agree that venue for any litigation arising from this contract shall be in Tyler, Smith County, Texas.

**Pricing:** TJC is a member of the following cooperative contracts: Region 7, BuyBoard, Choice Partners, E&I Cooperative Services, Region 4/TCPN, TipsUSA, TXMAS/TXSmartBuy, Region 17/NCPA Region 19, Region 10/Equalis Group, HGAC-Buy, and US Communities/Omnia Partners. If your company has been awarded one or more of these cooperative purchasing contracts that includes the products and services requested and that cost

is more economical, please base pricing on the most advantageous cooperative contract and mark the appropriate contract on the Vendor Information Page.

**Additional Items:** Following the contract award, additional services of the same general category that could have been encompassed in the award of this contract, and that are not already on the contract, may be added.

**Purchase Orders:** This project will be initiated by a fully-executed contract and TJC purchase order.

In accordance with applicable law, the College is not obligated to purchase any products and/or services in the event that the State of Texas or the Tyler Junior College Board of Trustees does not allocate funds.

Tyler Junior College will not be responsible for any goods delivered or services performed without its valid purchase order signed by an authorized representative. Contractors supplying goods or services without having first received a valid purchase order do so at their own risk.

Authorized Tyler Junior College personnel will notify the vendor of all adjustments and cancellations to any purchase order.

**Invoice and Payment Terms:** Invoices are to be submitted to the Accounts Payable Department for products and services that have been received or for services rendered. Invoices without references to the purchase order number may delay payment to the vendor. Invoices listing items or services other than those shown on the approved purchase order will not be paid. Itemized invoices must be submitted via email to [accountspayable@TJC.edu](mailto:accountspayable@TJC.edu) or mailed to the TJC Accounts Payable Department, P. O. Box 9020, Tyler, TX 75711. Upon receipt of a properly executed invoice and verification of delivery or service from the respective department, payment will be processed in accordance with Texas Government Code, Subchapter B, Payments and Interest, Chapter 2251.021 (b). Terms are to be 30 days net, although contractor may in addition offer early payment discounts for use at the ordering member's discretion.

**Tax Exemption:** TJC is exempt from payment of federal excise taxes as well as all state and local sales taxes. These taxes are not to be included in the proposal nor on any invoices for goods or services. If taxes are included in the vendor's proposal, it will not be included in the evaluation or award. Tax exemption certificates shall be furnished upon request.

**Warranty:** Contractor shall provide warranty details for parts and labor on proposal form. All materials used on any project shall be new and, if applicable, include a manufacturer's warranty.

## **EVALUATION CRITERIA FOR AWARD OF CONTRACT**

**Best Value Evaluation:** This RFP will follow the Best Value evaluation methodology. Best Value looks at a number of criteria to evaluate proposals, including but not limited to cost. It is a subjective evaluation process that reviews all proposals to determine which one provides the best value to the College.

**Proposal Evaluation:** All responses received as a result of this RFP may be subject to evaluation by a selected College committee for the purpose of selecting the respondent(s) with whom the College shall contract. The College reserves the right to award scope between vendors. The College may reject any or all proposals if none are considered in the best interest of the College.

After the opening of the submissions and upon completion of the initial review and evaluation, TJC may invite one or more selected vendors to participate in product demos, on-site presentations, or ask for samples to be sent to the College for review. TJC will select, on the basis of demonstrated competence and qualifications to perform the services, the vendor(s) it believes is best qualified.

- The College reserves the right to separate and accept and/or eliminate any item(s) listed in this bid that it deems necessary to accommodate budgetary and/or operational requirements.

- The College reserves the right to reject any and/or all bids submitted, to waive any formalities or technicalities, and to make whatever award it deems to be in the best interest of the College.
- When determining the method listed under Subchapter (a) that provides the best value, the College shall consider any of the criteria below (reference Texas Education Code, SEC 44.031(b)).
  - The purchase price
  - The reputation of the vendor and of the vendor's goods or services
  - The quality of the vendor's goods or services
  - The extent to which the goods or services meet the college's needs
  - The vendor's past relationship with the college
  - The impact on the ability of the college to comply with laws and rules relating to historically under-utilized businesses
  - The total long-term cost to the college to acquire the vendor's goods or services
  - For contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
    - Has its principal place of business in the state of Texas; or
    - Employs at least 500 persons in the state of Texas
  - Any other relevant factor specifically listed in the request for bids or proposals.

**Selection Criteria:** Selection shall be made among the respondents deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the RFP, including price. If necessary, clarifications of each RFP shall be received from respondents so selected. The College may cancel this RFP or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular RFP was not deemed to be the most advantageous. The award document will be a contract incorporating by reference all requirements, terms and conditions of the solicitation and the respondent's RFP as negotiated. The following criteria shall use these maximum weights to evaluate responses to this RFP:

<b>Evaluation Criteria</b>	<b>Weights</b>
Pricing	35%
Ability to accommodate transportation services to meet the College's needs	45%
Respondent's qualifications and experience	15%
Satisfaction of past service and performance	5%
<b>Total</b>	<b>100%</b>

**Competitive Pricing:** Vendor's pricing proposal form will be ranked alongside ones received from other vendors.

**Past Performance in Similar Environments:** Vendors past performance in environments of similar size and scope will be evaluated and subjectively ranked. Preference will be given to experience at institutions of higher education and/or community colleges.

**Personnel and Subcontractors:** The respondent shall identify the proposed subcontractors and the service and/or product each proposed subcontractor will provide. The respondent should provide sufficient information/submittals to document the proposed subcontractors experience providing the service and/or product.

The qualifications of the personnel proposed by the respondent to perform the requirements of this RFP, whether from the respondent's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the respondent should submit detailed information related to the experience and qualifications, including education, training and licensure, of proposed personnel.

## **INFORMATION REQUIRED FROM RESPONDENT**

**Company Background and Experience:** The respondents are to describe their background, relevant experience and qualifications, including, but not limited to the following:

- **Company Structure:** The respondent is to include in the proposal the legal form of their business organization, the state in which incorporated (if a corporation), the office location that will be the point of contact during the term of any resulting contract as they relate to this RFP.
- **Experience:** The respondent must clearly describe relevant experience in the requested Scope of Work. The respondent must clearly demonstrate that the experience's related minimum qualifications are met.

**References:** The respondent shall provide a list of five (5) clients, current and past, for whom similar product and services have been provided during the previous five (5) years on the Reference Form provided in this RFP. This listing must include:

- a.) Dates of service and event name
- b.) Name of company
- c.) Name and title of contact person
- d.) Telephone number of contact person (must be current and working)
- e.) Email address of contact person (must be current and working)

**Client Satisfaction:** Using the information provided by the respondent, current and past clients may be contacted to verify client satisfaction of past service and performance.

**Prime Contractor Responsibilities:** The selected respondent(s) shall be required to assume responsibility for all items and services offered in their proposal whether or not they produce or provide them. Tyler Junior College shall consider the selected respondent(s) to be the sole point of contact, with regard to contractual matters, including payment of any and all charges resulting from the contract.

**Use of Subcontractors:** Each contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, respondents may enter into subcontractor arrangements. Respondents may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

Information required of the prime contractor under the terms of this RFP is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

**Vendor Information:** Please submit the Vendor Information Form which identifies the legal name and address of your company, the account representative that will be assigned to TJC, acknowledgement of the terms and conditions, as well as other information and any additional fees.

**Felony Conviction Notification:** The following information is included in the terms and conditions of all bids, proposals and offers in accordance with applicable Texas law. Each vendor must respond to this section as a requirement of the law. On May 30, 1995, Senate Bill 1 was signed by Governor George Bush and made effective as follows:

- **Senate Bill 1, section 44.034, Notification of Criminal History of Contractor**
  - a) 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.
  - b) 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 (a) or



misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before termination of the contract.

- c) This section does not apply to a publicly held corporation.

**Conflict of Interest:** The following information is included in the terms and conditions of all proposals in accordance with applicable State of Texas Government Code Chapter 176:

On May 23, 2005, the Texas Senate passed House Bill No. 914, adding Chapter 176 to the Local Government Code and imposing new disclosure and reporting obligations on vendors and potential vendors to local government entities beginning January 1, 2006. Vendors doing business with Tyler Junior College are subject to Chapter 176 found in the Local Government Code. Failure to abide by these new statutory requirements can result in possible criminal penalties as a Class C misdemeanor.

(a) An individual or business entity that contracts or seeks to contract for the sale or purchase of property, goods, or services with the college must complete and submit a CIQ (Conflict of Interest Questionnaire).

(b) The CIQ form must be filed within seven days of beginning contract negotiations, or submitting an application, bid, response to a request for proposal, correspondence, or other writing related to a potential agreement with the college.

(c) Upon completion, CIQ forms should be returned to Tyler Junior College, Dana Ballard, Director, Campus Services, P. O. Box 9020, Tyler, TX 75711.

Vendors are required to download the CIQ form from the College's website, then complete the form and return it with the proposal submittal. <https://www.tjc.edu/rfp>.

**State of Texas Government Codes (H.B. No. 89) Chapter 2270, Sec. 2270.002:** A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The College requires written verification located on the Vendor Information form, that your company does not boycott Israel and will not boycott Israel during the term of this contract.

(S.B. No. 252) Chapter 2252, Sec. 2252.152: Prohibits a governmental entity from contracting with companies engaged in business with Iran, Sudan, or any known terrorist organization. The College will review the Texas Comptroller's website list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

**State of Texas Government Code 2252.908:** Awarded contractor will be responsible for complying with Texas Government Code 2252.908 in regards to House Bill 1295 relating to the disclosure of research, research sponsors, and interested parties by persons contracting with governmental entities and state agencies, which applies to a contract entered into after December 31, 2015. A Texas governmental entity or state agency may not enter into a contract that either (1) requires an action or vote by the governing body of the entity or agency or (2) has a value of at least \$1 million, unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission that includes a list of each interested party for the contract of which the contracting business entity is aware and the signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Not later than the 30th day after the date the governmental entity or state agency receives a disclosure of interested parties, the governmental entity or state agency shall submit a copy of the disclosure to the Texas Ethics Commission. A copy of the rules and Certificate of Interested Parties Form 1295 can be found at the commission's website:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

The Conflict of Interested Parties Form 1295 that your company receives from the Texas Ethics Commission, which has the certificate number in the upper right-hand corner, must be signed, scanned, then submitted with any final award.

**Boycotting Energy Companies Notification:** The following information is included in the terms and conditions of all bids, proposals and offers in accordance with applicable Texas law. Each vendor must respond to this section as a requirement of the law. Pursuant to Section 2274.002 of the Texas Government Code, each respondent must verify it does not boycott energy companies and will not boycott energy companies during the term of any 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. The 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).”

**Discrimination Against Firearms Entity or Trade Association:** The following information is included in the terms and conditions of all bids, proposals and offers in accordance with applicable Texas law. Each vendor must respond to this section as a requirement of the law. Pursuant to Section 2274.002 of the Texas Government Code, respondent is required to make a verification 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:” means (A) with respect to the entity or association, to: (i) refuse to engage in the trade of 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 restricts or prohibits 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.”

**Taxpayer Identification Number:** As a business, Federal income tax law requires us to report certain payments we make to you if you are not exempted from this reporting responsibility. In order for us to properly

meet the federal tax law requirements, Tyler Junior College requires you to complete the Request for Taxpayer Identification Number (W-9) form. Please complete the information on the form and return with your bid.

**Reasonable Care:** Contractors agree to use reasonable care at all times while on the property taking care not to damage buildings, etc. Any property noticed to be damaged on day of services, if witnessed, will be the contractor's responsibility to repair or replace to the satisfaction of the College.

## **RFP CHECKLIST**

What must be returned with your RFP Submittal:

Please make sure ALL pages that are to be returned with your submittal have been fully completed and legibly filled out and signed where applicable.

1. Cover Letter
2. Information Required from Respondent
3. Vendor Information Form
4. No Proposal Form (if applicable)
5. Vendor Certification Form
6. Conflict of Interest (CIQ) Form (Ref. Vendor Certification Form #2)
7. Your company's W-9
8. Reference Sheet
9. Detailed Proposal/Pricing Information

# VENDOR INFORMATION

Please type or print legibly

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

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Representative assigned to TJC account: \_\_\_\_\_

- Vendor has insurance as requested and will provide a Certificate of Liability Insurance? \_\_\_Yes / \_\_\_No
- Vendor agrees to comply with all terms, conditions and specifications of this RFP? \_\_\_Yes / \_\_\_No
- Proposal is submitted according to specifications? \_\_\_Yes / \_\_\_No
- Prices quoted are guaranteed for the life of the project from Board approval of award? \_\_\_Yes / \_\_\_No
- Where does your company prefer to receive purchase orders? Fax \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ and/or  
Email \_\_\_\_\_
- List any Texas state or cooperative contracts your company has been awarded, if applicable.  
\_\_\_\_\_

List any additional discounts or fees that may be applicable to items included in this quotation (i.e. prompt pay, hazardous material fees, fuel surcharges, etc.) **Any shipping, handling, installation, or special fees must be included in the proposed price.** The applicability of any additional fees must be indicated with the price of each item for which the fee is applicable. Include additional page, if necessary.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name of Officer or Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Officer or Representative

\_\_\_\_\_  
Date

# NO PROPOSAL PAGE

1. ( ) WE WISH TO SUBMIT A NO PROPOSAL AT THIS TIME.
2. ( ) PLEASE DELETE OUR NAME FROM FUTURE BID LISTS FOR THIS TYPE COMMODITY.
3. ( ) WE ARE SUBMITTING A "NO PROPOSAL" AT THIS TIME, BUT PLEASE INCLUDE US ON ALL FUTURE REQUESTS.
4. ( ) PLEASE INCLUDE OUR COMPANY TO RECEIVE FUTURE RFPs FOR THE FOLLOWING COMMODITIES:
  1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_

Authorized Printed Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

(Street and P.O. Box if used for mail)

City, State, Zip Code: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax Telephone #: \_\_\_\_\_

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

# VENDOR CERTIFICATION FORM

1. **State of Texas Government Code 2252.908 (Certificate of Interested Parties Form 1295):** Successful bidders **awarded** contracts that are valued at \$50,000.00 or more are required by state law to go to the Texas Ethics Commission website and create a login and complete the required Certificate of Interested Parties Form 1295. Once the complete form has been signed, the Certificate of Interested Parties Form 1295 must be notarized and submitted to Tyler Junior College Purchasing Department's designated staff member listed in the solicitation. This will be required if you are awarded a contract.

Texas Ethics Commission Website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

2. **Conflict of Interest Questionnaire:** Respondents submitting a response to this solicitation must comply with applicable laws, ordinances and regulations including the State of Texas "Local Government Code Chapter 176". As applicable, the person submitting a response to this solicitation must complete and submit a Conflict of Interest Questionnaire form CIQ, in a formation approved the Texas Ethics Commission. **The form must be downloaded, completed and returned with this solicitation**, or sent via USPS to Dana Ballard, Director, Campus Services, Tyler Junior College, P. O. Box 9020, Tyler, TX 75711. A copy of the form can be found on the TJC website: <https://www.tjc.edu/rfp>
3. **Felony Conviction Notification:** Company owner/operator has not been convicted of a felony, except as indicated on a separate attachment to this proposal, in accordance with sec. 44.034, Texas Education Code.
4. **Boycotting Energy Companies Notification:** Company owner/operator verifies respondent does not boycott energy companies and will not boycott energy companies during the term of any ensuing contract, or is exempt:  
a. Exemption claimed: \_\_\_\_\_
5. **Discrimination Against Firearms Entity or Trade Association:** Company owner/operator verifies respondent (1) does not have a practice, policy, guidance, or directive the 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, or is exempt:  
a. Exemption claimed: \_\_\_\_\_
6. **Texas Government Code 2270 (Texas House Bill 89 and Texas Senate Bill 252):** By signing this document, Vendor/Company declares under penalty of perjury to be true and correct that my company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract or it's renewals; and does not contract with companies engaged in business with Iran, Sudan, or Terrorist Organizations.
7. **Delinquent Franchise Taxes:** Vendor/Company certifies 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 to that effect.  
\_\_\_\_ I certify, the Corporation is exempt from payment of franchise taxes or is an out-of-state corporation.  
\_\_\_\_ I certify, there is not delinquent Texas franchise tax pending against the corporation.  
\_\_\_\_ I certify, there is delinquent Texas franchise taxes pending against the corporation.
8. **Texas Resident Information:** Chapter 2252, Subchapter A, of the Texas Government Code, establishes certain requirements applicable to proposers who are not Texas Residents. Under the Statute, a "Resident" vendor is one whose principal place of business is in Texas, including one whose ultimate parent company or majority owner has its principal place of business in Texas and employs at least 500 persons in the State of Texas:

Location of Principal Place of Business (City/State) and or Number of employees based in Texas:

City/State: \_\_\_\_\_ Number of Employees that reside in Texas: \_\_\_\_\_

9. **Debarment Certification:** Vendor certifies neither the owner or principal owner has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 "Debarment and Suspension" as described in the Federal Register and Rules and Regulations:  
\_\_\_\_ No, Vendor is not currently debarred, suspended or otherwise ineligible.  
\_\_\_\_ Yes, Vendor is currently debarred, suspended or otherwise ineligible.

10. **Addenda Acknowledgement:** Vendor acknowledges receipt of and has reviewed \_\_\_\_\_ addenda that have been issued and made a part of this RFP.
11. **TXRAMP:** 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, or is in the process of seeking certification, 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. <https://dir.texas.gov/information-security/texas-risk-and-authorization-management-program-tx-ramp>

**VENDOR CERTIFICATION:** The undersigned, on behalf of vendor, certifies that this proposal is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same specifications, and is in all respects fair and without collusion, fraud or unlawful acts. Vendor hereby acknowledges that it is unlawful to offer, give, agree to give to any person, or solicit, demand, accept, or agree to accept from another person, a bribe, or unlawful gift, benefit, advantage, gratuity, payment, or an offer of employment in connection with or arising from this sealed solicitation or subsequent contract. Vendor certifies that no relationship, whether by relative, business associate, capital funding agreement, or by any other such kinship exists between respondent and TJC.

Vendor represents and warrants that respondent has the necessary experience, knowledge, abilities, skills and resources to satisfactorily perform the terms, conditions and requirements of the RFP.

Vendor declares under penalty of perjury all of the above to be true and correct. It is further certified that the person whose signature appears below is legally and duly authorized to execute this contract and empowered to bind the Company in whose name the solicitation is entered.

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and for the company identified as follows:

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

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

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

Email: \_\_\_\_\_

# REFERENCE FORM

**PLEASE TYPE OR ATTACH YOUR REFERENCE LIST HERE:** (Use additional sheets, if necessary, and include any educational entities you have done business with.)

<b>Company Name</b>	
<b>Contact Person Name &amp; Title</b>	
<b>Email Address</b>	
<b>Phone Number</b>	
<b>Dates of Service and SOW</b>	

<b>Company Name</b>	
<b>Contact Person Name &amp; Title</b>	
<b>Email Address</b>	
<b>Phone Number</b>	
<b>Dates of Service and SOW</b>	

<b>Company Name</b>	
<b>Contact Person Name &amp; Title</b>	
<b>Email Address</b>	
<b>Phone Number</b>	
<b>Dates of Service and SOW</b>	

<b>Company Name</b>	
<b>Contact Person Name &amp; Title</b>	
<b>Email Address</b>	
<b>Phone Number</b>	
<b>Dates of Service and SOW</b>	

<b>Company Name</b>	
<b>Contact Person Name &amp; Title</b>	
<b>Email Address</b>	
<b>Phone Number</b>	
<b>Dates of Service and SOW</b>	



**EXHIBIT 1 – DRAFT AGREEMENT  
BETWEEN TYLER JUNIOR COLLEGE AND [REDACTED]**

This Agreement to provide [REDACTED] (“Agreement”) is made and entered into effective as of [REDACTED] (“Effective Date”), by and between **Tyler Junior College**, a public junior college authorized under the laws of the State of Texas (hereinafter referred to as “TJC”), and [REDACTED] (hereinafter referred to as “Contractor”).

The Contractor and TJC for the consideration hereinafter named agree as follows:

**1. SCOPE OF WORK:** Contractor will perform the scope of the work ("**Work**") to provide [REDACTED] set forth in the attached exhibits: A) Service Proposal, and B) Insurance attached and incorporated for all purposes, to the satisfaction of TJC. Time is of the essence in connection with this Agreement. TJC will have no obligation to accept late performance or waive timely performance by Contractor.

Contractor will obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, for the performance of the Work, except with respect to approvals, licenses, filings or registrations that can only be obtained by TJC. Contractor will post or display, if applicable, in a prominent place the permits, licenses and notices as required by applicable laws.

The Exhibits enumerated as follows:

<b>SERVICE PROPOSAL</b> -----	<b>EXHIBIT A</b>
<b>INSURANCES</b> -----	<b>EXHIBIT B</b>

**2. TERM/TERMINATION:** This Agreement is for a definite Scope of Work and will expire at the conclusion of work and with the acceptance of all work by TJC.

Either party may, without cause or penalty, terminate this Agreement at any time by providing the other party thirty (30) days’ written notice. If terminated, TJC shall make payment to Contractor for all costs incurred by Contractor through the effective date of termination. (Contractor must provide written detailed invoicing.).

Contractor and TJC agree in the event either party fails to perform its obligations under this Agreement, the affected party must provide the other with written notice containing a detailed description of the alleged deficiency or breach. Should the party alleged to be in breach of this Agreement fail to respond in writing to, or take action to cure the alleged deficiency or breach within ten (10) days of the written notice of same, the notifying party may terminate this Agreement for cause.

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.

Contractor agrees that if this Agreement expires or is terminated for any reason, then, at TJC’s sole option, Contractor will continue to perform the services (ref. Section 1) in accordance with the terms and conditions of this Agreement until TJC contracts with a new qualified and experienced contractor(s) to perform the services or is able to perform the services in-house; provided that Contractor will not be required to continue performing the services for more than four (4) months after expiration or termination of this Agreement. If requested by TJC, Contractor will reasonably cooperate and assist with TJC’s efforts to transition to another contractor(s) or to perform the services & operations in-house.

3. MAXIMUM AGREEMENT SUM: The total, maximum, not-to-exceed amount of money authorized for payment to Contractor for services provided pursuant to this Agreement is [REDACTED]. (Ref Exhibit A for services breakdown). Total billings for authorized work performed by the Contractor shall not exceed this maximum Agreement sum. The maximum Agreement sum shall not be increased except by written Amendment to this Agreement executed by TJC and the Contractor. Optional Services and Applicable Charges may be performed at the request of TJC.

#### 4. INTENTIONALLY LEFT BLANK

#### 5. INSURANCE

5.1 Contractor, consistent with its status as an independent contractor, will carry and will cause its subcontractors to carry, at least the following insurance in a form, with companies and in amounts (unless otherwise specified) as TJC may require:

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

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

All policies required herein must include (a) other states endorsement to include Texas if business is domiciled outside the State of Texas, (b) a waiver of all rights of subrogation and other rights in favor of TJC, and (c) TJC, its Board of Trustees and employees as additional insureds.

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

General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal Injury & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$50,000
Medical Expenses (any one person)	\$10,000

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

5.1.4 Employee Dishonesty Insurance to protect the assets and property of TJC with limits of not less than \$500,000; and

5.1.5 Umbrella/Excess Liability Insurance with limits of not less than \$2,000,000 per occurrence and aggregate and (i) providing coverage in excess of coverages of, and (ii) "following form" subject to the same provisions as, the underlying policies required in the sections above, except Employee Dishonesty Insurance.

5.2 Contractor will deliver to TJC:

5.2.1 Industry standard certificates of insurance 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.

5.2.2 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, Employee Dishonesty/Crime Insurance, and Employer's Liability, will name and the evidence will reflect TJC (and its Board and employees) as an Additional Insured and will provide that the policies will not be canceled until after thirty (30) days unconditional written notice to TJC.

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

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

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

## 6. GENERAL TERMS AND CONDITIONS

By signing this Agreement, the undersigned certifies and agrees as follows:

**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 for which Contractor will be subject to all remedial actions provided by Applicable Laws, including Chapter 2161 Texas Government Code and 34 TAC Chapter 20 SS 20.101 – 20.108. The benefits and burdens of this Agreement are assignable by TJC.

**Expenses.** If required, records of expenses pertaining to Additional Services and services performed on the basis of a Worker Wage Rate or Monthly Salary Rate shall be kept on the basis of generally accepted accounting principles and in accordance with cost accounting standards promulgated by the Federal Office of Management and Budget Cost Accounting Standards Board and shall be available for audit by TJC or TJC's authorized representative on reasonable notice.

**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.

**Entire Agreement; Modifications.** This Agreement supersedes all prior agreements, if any, 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.

**Captions.** The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

**Venue; Governing Law.** Smith County, Tyler Texas, will be the proper place of venue for any lawsuit in any way related to or arising from 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.

**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.

**Texas Sales & Use Tax.** TJC is exempt from Texas Sales & Use Tax on the Services in accordance with Section 151.309, *Texas Tax Code*, and Title 34 *Texas Administrative Code* (“TAC”) Section 3.322.

**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.

**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, satellite facilities, 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 and Campus Police 24/7 Dispatch at 903 510-2800 for emergencies. Campus Police can be contacted at 903 510-2258 for non-emergencies.  
[https://www.tjc.edu/downloads/file/1045/concealed\\_handguns\\_on\\_campus\\_policy](https://www.tjc.edu/downloads/file/1045/concealed_handguns_on_campus_policy)

**Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

**Appointment.** TJC hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for TJC in connection with the performance of TJC's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

**Records.** Records of Contractor's costs, reimbursable expenses pertaining to the service provisions and payments shall be available to TJC or its authorized representative during business hours and shall be retained for four (4) years after final Payment or abandonment of the Project, unless TJC otherwise instructs Contractor in writing.

**Debarment.** Contractor confirms that neither Contractor nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States ("U.S.") federal government Procurement or Nonprocurement Programs, or are listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs (<http://www.epls.gov/>) issued by the U.S. General Services Administration. "Principals" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Contractor will provide immediate written notification to TJC if at any time prior to award Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when TJC executes this Agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to TJC, TJC may terminate this Agreement for default by Contractor.

**Press Releases.** - Except when defined as part of the Work, Contractor will not make any press releases, public statements, advertisement or other promotional materials using the name or logo of TJC or the name of any TJC employees, or referring to the Agreement or the engagement of Contractor as an independent contractor of TJC, or the purchase of goods or services by TJC, without the prior written approval of TJC.

**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: Director, Contract Administration  
P. O. Box 9020  
Tyler, Texas 75711  
[Contracts@tjc.edu](mailto:Contracts@tjc.edu)

To Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Severability.** Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

**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.

**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.

**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, will be evaluated by administrative TJC and Contractor administrative staff.

**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.

**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.

**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.

**Prohibitions.** TJC provides a friendly, smoke-free vapor-free environment at all of its campuses and satellite facilities. Contractor agrees to fully comply with TJC's no smoking policy and to ensure compliance of same by all employees of Contractor or anyone else performing under this Agreement on its behalf.

**Texas Public Information Act.** 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* and any such disclosure pursuant to applicable law shall not be a breach of this Agreement or actionable by Contractor under any circumstances.

**Illegal Dumping.** The Contractor shall ensure that it and all of its Subcontractors and assigns prevent illegal dumping of litter in accordance with Title 5, Texas Health and Safety Code, Chapter 365.

**Personnel.** Contractor agrees to maintain a staff of properly certified, applicably trained, and experienced personnel to ensure consistent, efficient and satisfactory performance under this Agreement. Contractor agrees that, at all times, the employees of Contractor furnishing or performing any of the Work specified under this Agreement will do so in a professional, good, workmanlike and dignified manner.

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.

**Safety Standards.** Acceptable safety standards which conform to industry standards will be followed by Contractor to provide for the safety of its staff, as well as TJC staff, visitors, employees, and students.

**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. 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. 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.

**Marks.** The names, trademarks, and logos of each party are the exclusive property of such party, and each party reserves all rights in and to its own marks. Contractor must receive written approval from Customer's Marketing, Media and Communications department prior to use of Customer's name, marks and/or likeness.

**TX-Ramp Certification.** If at any time during this Agreement, Contractor becomes required to comply, pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Contractor represents and warrants that it will comply with the requirements of the state risk and authorization management program and maintain the applicable certification.

**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.

**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.

**Dispute Resolution.** 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 by TJC and Contractor to attempt to resolve any claim for breach of Agreement.

**Compliance with the Law.** Contractor is aware of, fully informed about and in full compliance with its obligations under 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").

**Domestic Preferences for Procurement and Buy America Provisions.** As appropriate and to the extent consistent with law, TJC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds. Contractor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. (Purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Contractor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

**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.

**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.

**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.

**Presence on TJC's Premises.** 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.

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 and with prior notification to Contractor, TJC may offset against all amounts due to Contractor any and all reasonable expenses incurred in connection with the repair, if timely reimbursement is not made by Contractor

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

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

**INDEMNIFICATION.** TO THE EXTENT ALLOWABLE BY TEXAS LAW AND WITHOUT WAIVING ANY RIGHTS OR ENTITLEMENT TO GOVERNMENTAL OR SOVEREIGN IMMUNITY, THE PARTIES SHALL INDEMNIFY AND HOLD HARMLESS EACH OTHER AND THEIR RESPECTIVE OFFICERS, TRUSTEES, OR EMPLOYEES, (HEREAFTER REFERRED TO AS "INDEMNIFIED PARTY") AGAINST ANY AND ALL LIABILITY (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) TO ANY PERSONS OR ENTITIES (EXCEPT TO THE EXTENT SUCH LIABILITY IS THE FAULT OF THE INDEMNIFIED PARTY) ARISING FROM OR RELATED TO THE NEGLIGENCE OR WILLFUL ACTS, OMISSIONS, OR OTHER MISCONDUCT OF THE INDEMNIFYING PARTY OR ITS AGENTS, OFFICERS/TRUSTEES, AND EMPLOYEES, IN THE PERFORMANCE OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO WAIVE IMMUNITY IN ANY WAY NOR TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNIFIED PARTY HAS BY LAW OR EQUITY AND SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

#### **Data Security.**

- a) Contractor will store and process TJC Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Contractor warrants that any and all data or Information held on behalf of TJC, created as a result of and/or in support of TJC business, including



paper and electronic record, (“**TJC Data**”) will be encrypted in transmission (including via web interface) in accordance with latest version of National Institute of Standards and Technology Special Publication 800-53.

- b) If Contractor stores Personally Identifiable Information as part of this agreement, the Contractor warrants that the information will be stored in accordance with the latest version of the National Institute of Standards and Technology Special Publication 800-53.
- c) Contractor will use industry-standard and up-to-date security tools and technologies such as anti-virus protection and intrusion detection methods in providing Services under this agreement.

#### **Data Destruction Agreement.**

- a) Contractor agrees, upon termination, cancellation, expiration, or other conclusion of the service to provide TJC a requested quote, within 30 days to return to TJC or if return is not feasible, destroy and not retain any copies (and furnish TJC with an appropriate Certificate of Destruction) of any and all data/information that is exempt from unauthorized disclosure under applicable State law, including the Texas Public Information Act, and Federal laws, (“**Confidential Information**”) that is in its possession.

#### **Security Breach.**

- a) Response. Upon becoming aware of a Security Breach, or of circumstances that are reasonably understood to suggest a likely Security Breach, Contractor will timely notify TJC consistent with applicable state or federal laws, fully investigate the incident, and cooperate fully with TJC’s investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from TJC.
- b) Liability. If Contractor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of TJC Data known as Personally Identifiable Information, the following provisions apply.
- c) In addition to any other remedies available to TJC under law or equity, Contractor will reimburse TJC in full for all costs incurred by TJC in investigation and remediation of any Security Breach caused by Contractor, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year’s credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.
- d) If Contractor will NOT under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of TJC Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Contractor will reimburse TJC in full for all costs reasonably incurred by TJC in investigation and remediation of any Security Breach caused by Contractor.

By signature hereon, Contractor certifies that no member of the Board of Trustees of TJC, or TJC's Executive Officers, or any employee of TJC who has authority to approve this Agreement has a financial interest, directly or indirectly, in Contractor's business or in the transaction that is the subject of this Agreement.

In the event of any other terms and conditions that may conflict with this agreement, the terms and conditions of this agreement will supersede.

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



**TYLER JUNIOR COLLEGE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Juan E. Mejia  
Title: President & CEO  
  
Date: \_\_\_\_\_

For Internal Review Only: \_\_\_\_\_  
Shelly Roberts, Director, Contract Administration

\_\_\_\_\_, Director, \_\_\_\_\_

**Exhibits** All Exhibits attached hereto are incorporated herein by reference for all purposes as part of this Agreement.

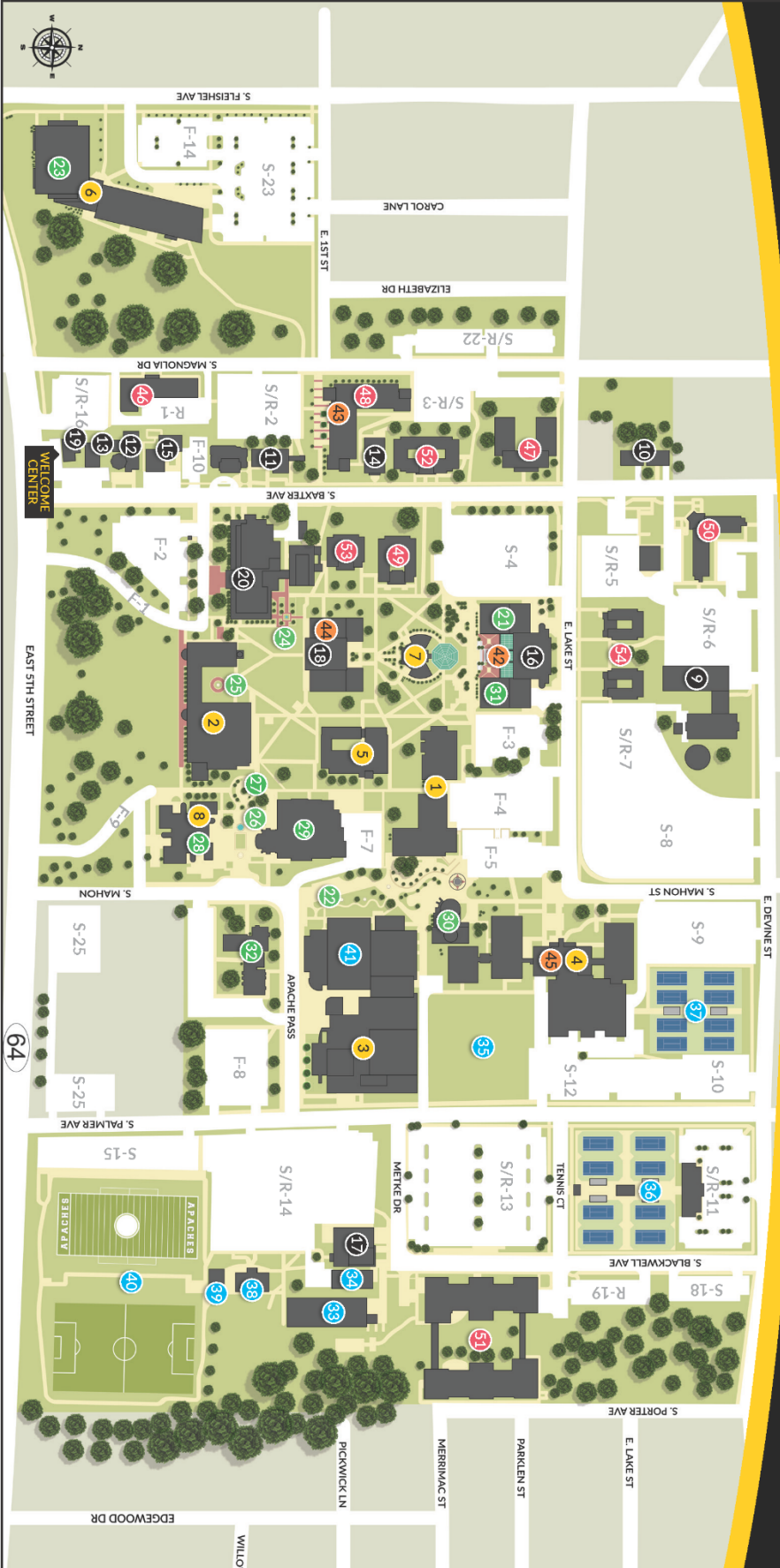
- Exhibit A:** Service Proposal/Scope of Work
- Exhibit B:** Contractor Insurance

## Exhibit 2 – Campus Maps



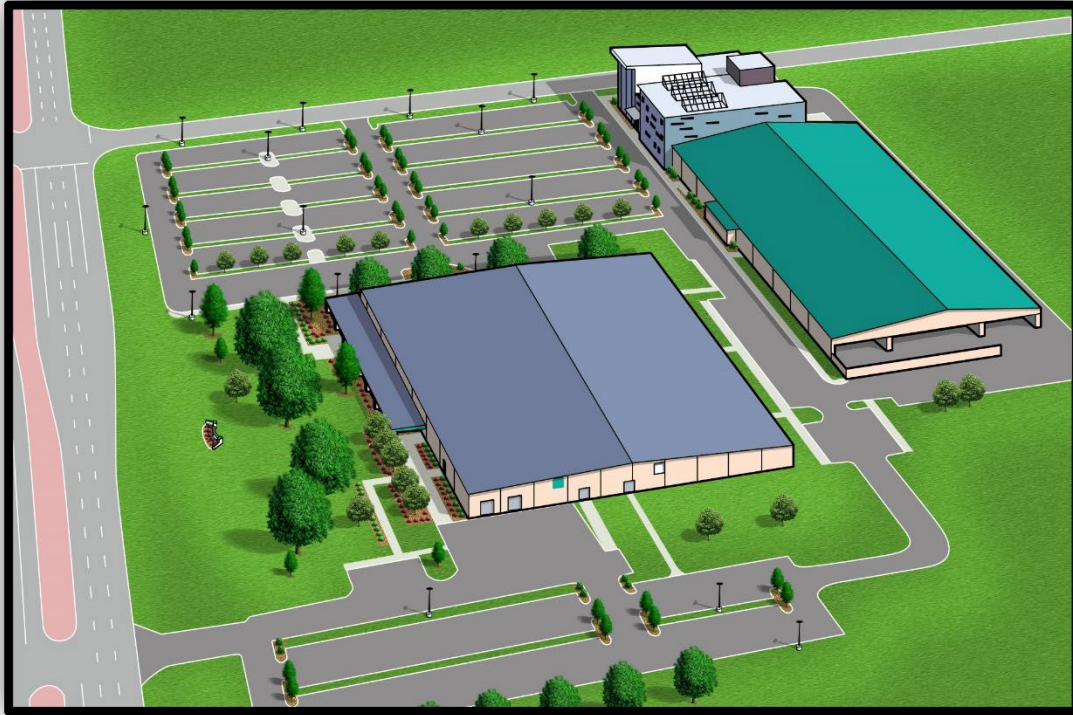
# Central Campus **Map**

1327 S. Baxter - Tyler, TX 75701  
Toll Free: 1 (800) 687-5680  
Local: 903-510-2200  
TJC.edu



ACADEMICS	ADMINISTRATION	ATTRACTIONS/SERVICES	ATHLETIC FACILITIES	DINING	RESIDENCE HALLS
1 Genevieve Science Buildings (G)(G2)(GB)	9 Baldwin Facilities & Construction	21 Apache Rooms	33 Athletic Field House (FH)	42 Apache Junction	46 Bateman Hall
2 Jenkins Hall (J)	10 Campus Police	22 Billie & Bill Hartley Honor Plaza	34 Athletic Strength & Conditioning	43 Cafeteria	47 Clardene Hall
3 Omelas Center for Band, Apache Belles & Dance	11 Omelas Services	23 Dental Hygiene Clinic	35 Facility	43 Chick-fil-A	48 Crossroads Hall
4 Pirtle Technology (T)	12 Dual Credit/Early College Office (DCB)	24 Elizabeth Sweet Peacock Marsh Garden	36 Intramural Field	44 Common Grounds	49 Holyday Hall
5 Potter Hall (P)	13 Promise and Scholarship Office	25 Geese in Flight	37 JoAnn Medlock Murphy Tennis Center (JMTTC)	45 Rising Roll	50 Hudnall Hall
6 Robert M. Rogers Nursing & Health Sciences Center (RNHS)	14 Research & Marketing Services (RMS)	26 Catewood Garden	37 Louise Brookshire Community Tennis Complex		51 Louise H. & Joseph Z. Omelas Residential Complex
7 Vaughn Conservatory (VC)	15 Residential Life & Housing (RLH)	27 Ina Brundrett Azalea Garden	38 Pat Hartley Complex		52 Sledge Hall
8 Wise Cultural Arts (WCA)	16 Rogers Student Center (RSC)	28 Jean Browne Theatre	39 Pat Hartley Concession Stand		53 Vaughn Hall
	17 Satellite Physical Plant	29 Rogers Palmer Performing Arts Center	40 Pat Hartley Fields		54 Wesley House
	18 Vaughn Library (RLC)		41 Wagstaff Gymnasium (WG)		
	19 Welcome Center	30 The Earth and Space Science Center featuring Tritonal Planetarium			
	20 White Administrative Services Center (WASC)	31 TYC Campus Store			
		32 Tyler Museum of Art			
			See page 2 for Apache Recreation Center		
				Parking: S - Student; F - Faculty/Staff; R - Resident	

# TJC-West





# Apache Recreation Center

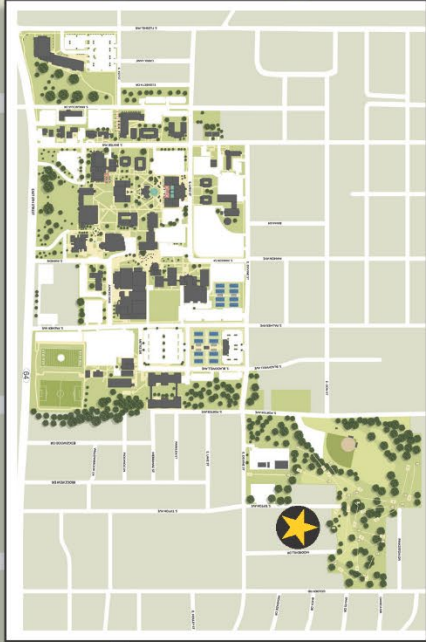


## Central Campus Map - Eastern Front

1327 S. Baxter - Tyler, TX 75701  
Toll Free: 1 (800) 687-5680  
Local: 903-510-2200  
TJC.edu



### TJC CENTRAL CAMPUS & EASTERN FRONT



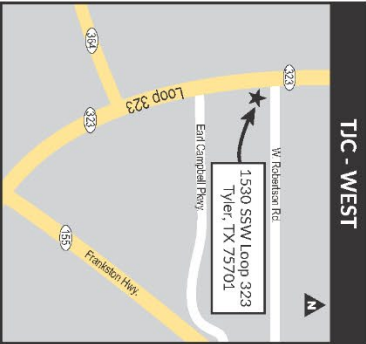
#### ATHLETIC FACILITIES

- 55 Apache Recreation Center (ARC)
- 56 TJC Disc Golf Course
- 57 TJC Outdoor Basketball Court
- 58 TJC Softball Field

See page 1 for other athletic facilities

Parking: P - Public

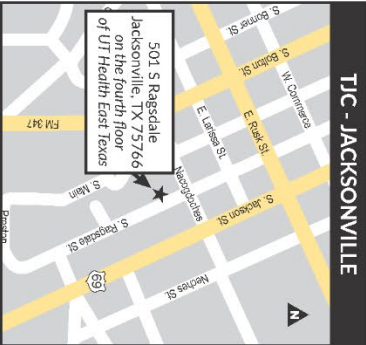
### TJC - WEST



### TJC - NORTH



### TJC - JACKSONVILLE



### TJC - RUSK



### FAMILY LEARNING CENTER



# TYLER JUNIOR COLLEGE BUILDING DETAILS

## EXHIBIT 3

Building Name	Address	Construction Type	Year Built	Year Upgrade	Area Sq Ft	Stories	Sprinkler System Y/N
Jenkins Hall	E. Fifth Street	JM	1948	1994	58,524	2	Y
Rogers-Palmer Performing Arts Building	1303 S. Mahon	MNC	1956	2020	26,254	3	Y
Pirtle Technology Bldg II & III (II, III, IV, & V)	1104 S. Mahon	MNC	1966 & 1977	1998	118,506	3	Y 50%
Potter Hall	E. Fifth Street	JM	1963	1997	23,479	3	
Wagstaff Gym	1110-1124 S. Mahon	MNC	1963	2004 & 2011	110,488	1	
The Center for Earth & Space Science Education	1411 E. Lake	MNC	1963	2011	8266	1	
Vaughn Library	E. Fifth Street	MNC	1969	1999	40,960	2 + B	
Pirtle Technology Bldg IV	1102 S. Mahon	MNC	1981	1997	18,990	2	
Pirtle Technology Bldg I	1100 S. Mahon	SFR	1970	2001	6525	1	
Genecov Science	S. Mahon	MNC	1975	2011	58,240	2	
Vaughn Conservatory	1320 W. Fifth St.	MNC/NC	1977	1997	9036	1	
Wise Cultural Arts & Jean Brown Theatre	E. Fifth Street	MNC	1980	1997	28,635	2	
Sledge Hall	1303 S. Baxter	JM	1977	1999	14,798	2	
Hudnall Hall	1000 S. Baxter	JM	1982	1997	20,335	2	
Vaughn Hall	S. Baxter	Brick	1959	1999	8345	2	
Wesley House (Old Lewis Hall)	E. Lake St.	Brick	1957	2000	8345	2	
Wesley House (Old West Hall)	N/S E. Lake St.	SFR	1961	2000	8345	2	
Baldwin Facilities & Construction	1401 Devine	MNC/NC	1979		19,360	1	
Holley Hall	1428 S. Baxter	JM	1969	2011	10,980	2	
Strength & Conditioning Facility	Adair St.	ICM	1984		4000	1	
Athletic Field House	Adair St.	ICM	1984		14,000	1	
Claridge Hall	Baxter & Lake St.	MNC	1964	1997	18,608	2	
Pirtle Technology Bldg V	S. Mahon	ICM/WR	1979	1997	23,112	3	
Bateman Hall	Baxter St.	MNC	1965	1997	27,429	3	
Ornelas Health & PE Center	101-103 Apache Pass	MNC	1987	2022	74,500	2	
Rogers Student Center	Lake St.	MNC	1990	2021	73,287	3	
Campus Services	1327 S. Baxter	BV	1955	2000	7500	1	
White Administrative Service Center	1400 E. Fifth St.	MNC/NC	1993	2022	66,891	3+B	Y
Pat Hartley Field - Locker Rooms & Offices	Palmer	Brick			3675	1	
Residential Life & Housing	1415 S. Baxter	BV			5800	1	
Ornelas Dorm (West - Girls)	1202 S. Blackwell	JM	2007		82,884	4	Y
Ornelas Dorm (East - Boy's)	1203 S. Porter	JM	2007		77,061	4	Y
Research & Marketing Services	1305 S. Baxter	Brick			6500	1	
Murphy Tennis Center	1010 S. Palmer	MNC	2007		9434	2	Y
Satellite Physical Plant	1701 Adair St.	JM	2007		6223	1	
Campus Safety	1019 South Baxter	Brick	1955	2022	1200	1	
Campus Safety	1025 S. Baxter	Brick Veneer	1955	2022	1626	1	
Dual Credit/Early College Offices	1421 S. Baxter	Brick Veneer			3398	1	
Rogers Nursing and Health Science Center	1200 East Fifth	MNC	2015		153,029	4	Y
Crossroads Residence Hall	1250 Magnolia	JM	2015		64,816	4	Y
Welcome Center	1232 E. Fifth Street	BV/Conc Block	1950		1790	1	
Promise & Scholarship Office	1427 S. Baxter	BV/Conc Block	1958		1395	1	
Apache Recreation Center	1914 E. Devine St.	Metal	2022		4950	1	N
West Campus-RTDC	1530 SSW Loop 323	MNC	1969	1989	84,000	1	Y
West Campus - Skills Center	1530 SSW Loop 323	NC/MNC	2002		125,537	1	
West Campus - Energy Center (3rd floor is unfinished)	1540 SSW Loop 323	MFR	2015		48,370	3	Y

