



THE COLLEGE OF EAST TEXAS

REQUEST FOR PROPOSAL (RFP)
HEALTH SERVICES FOR STUDENTS
RFP #24-06

TJC (“College”) invites qualified professionals to provide the College with an onsite health clinic, with full or limited services, off-site mental health services, and/or telehealth services, including tele-counseling, as described in the specifications and scope of work. The College is looking at options for providing these services to its students. It is not the intent of any condition of the specifications to prohibit any responsible professional from submitting a proposal.

Proposals are due by **Wednesday, April 24, 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 contract and subsequent 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 #24-06”** 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

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.

The initial contract term will be August 1, 2024 through July 2026, with three (3) 1-year renewals at TJC’s option.

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

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

PROPOSAL INSTRUCTIONS

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

Entity Submitting RFP: The terms “vendor”, “proposer”, “professional”, “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 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.

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. 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 at least 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	February 28, 2024
Deadline to receive written inquiries	March 25, 2024, 10:00 am
Responses to inquiries, if any, via Addenda	https://www.tjc.edu/rfp
Proposal Due Date	Wednesday, March 24, 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 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 REQUIRMENTS

TJC is seeking qualified professionals to submit proposals for providing the College with options for an onsite health clinic, with full or limited services, off-site mental health services, and/or telehealth services, including counseling, as described in the specifications and scope of work and Terms and Conditions specified in this Request for Proposal.

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 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 fully-executed contract.

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.

If the service is determined not satisfactory in the judgment of the College, Tyler Junior College may cancel the contract at any time for breach of contractual obligations by providing the vendor with a thirty (30) day written notice of such cancellation. Should the College exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the vendor.

In connection with the furnishing of equipment, supplies or performance of work under the contract, the vendor agrees to comply with TJC's 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

TJC is seeking qualified professionals to submit proposals with options for providing the College's students with an onsite health clinic, with full or limited services, off-site mental health services, and/or telehealth services, including counseling, as described in the specifications and scope of work and Terms and Conditions specified in this Request for Proposal.

The minimum requirements and the specifications for the services are set forth below. The objective is to provide quality health services to students to help promote student life and enhance the overall college experience for its students.

TJC has approximately 12,000 students (1280 of those reside in college-owned residential housing) and 1100 employees. Previous years our services included an option for employees to pay a set fee to be seen at the clinic; that is not included in the current RFP Scope of Work.

The clinic saw the following number of patients during 2023/2024:

- Fall Semester 2023 1127 students; 3 faculty/staff

The clinic saw the following number of patients during 2022/2023:

- Fall Semester 2022 1610 students; 6 faculty/staff
- Spring Semester 2023 835 students; 0 faculty/staff
- Summer Sessions 2023 468 students; 0 faculty/staff

The clinic saw the following number of patients during 2021/2022:

- Fall Semester 2021 1391 students; 4 faculty/staff
- Spring Semester 2022 834 students; 0 faculty/staff
- Summer Sessions 2022 585 students; 0 faculty/staff

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

- Proposer must have at least five (5) years providing health-related services.
- Proposer's medical personnel that will staff the clinic, provide off-site mental health services, or provide telehealth services, must have a minimum of five (5) years' experience providing health-related services.
- Proposer must be properly licensed to provide the services proposed and, if requested, must provide a copy of all licenses to the College that are the subject of this RFP.
- Proposer shall have, at inception of the contract and shall maintain throughout the term of the contract (including any renewals, extensions or replacements thereof), the following insurance policies:
 - Professional liability insurance with limits of at least \$1 million, and
 - Employee dishonesty insurance with limits of at least \$250,000.
 - Professional liability coverage written on a "claims-made" form must provide for an extended reporting period of 24 months after the date of termination of the agreement.
 - Proposer must disclose the following:
 - Amount of any impairment to policy limits as a result of prior claim payment.
 - Existence of any threatened or ongoing litigation that has potential to adversely affect limits of liability.
- Proposer shall provide the College with thirty (30) days' written notice of erosion of aggregate limit of the professional liability coverage.
- Such insurance will be provided by insurers which are authorized or admitted to provide such insurance in the State of Texas and will have an A.M. Best rating of at least "A-X" at the date of award of the contract. The proposer will provide the College with evidence of such insurance that is satisfactory to the College.
- Proposer shall provide the College with a copy of the declarations page and a copy of all endorsements at the inception date of the contract and on each anniversary date thereafter.

Current On-Campus Clinic Services

The clinic is currently housed in Rogers Nursing & Health Sciences Center and staffed by a Nurse Practitioner, LVN, and a receptionist. It consists of 3100 square feet, 6 exam rooms, offices, reception and waiting area.

- TJC will:
 - Provide the appropriate clinic space, appliances, furniture, and fixtures for the offices, reception & waiting area, and exam rooms.
 - Provide all utilities, including electricity, water, internet, and local phone service.
 - Provide daily cleaning and trash removal provided by the campus custodial services vendor.
 - Pay the awarded vendor monthly for the operation of the clinic. All other expenses associated with the operation of the clinic shall be paid by vendor, including but not limited to employee benefits, purchased services, any equipment leases or repairs, continuing medication education, malpractice insurance, etc. Monthly invoice to TJC will include fixed costs, plus any vaccines administered from the previous month.
 - Currently we have a health services fee that is optional for employees. This is not included in the current RFP request.
- Awarded vendor will:
 - Staff the clinic with the agreed-upon personnel decided through the RFP process or by mutual agreement.
 - Operate the clinic from 8:00 a.m. until 5:00 p.m. (excluding 12:00-1:00 p.m. for lunch) Monday through Friday while TJC is open (12 months), except for official TJC holidays and closures.
 - Provide all supplies and equipment necessary (other than above) to operate the clinic.
 - Provide same-day appointment access at the clinic to TJC students at no charge per visit, excluding diagnostic testing such as lab or radiology.
 - Have an Automated External Defibrillator (AED) available and furnished by vendor for clinic use.

- Will be required to provide monthly reports on services rendered, such as number of students seen, vaccines administered, etc.
- Provide the following services at the clinic:
 - Basic family medicine services
 - Basic diagnosis and treatment of acute illnesses
 - Annual prevention exams, including orders for routine lab work (CBC, Chem panel, lipid panel, thyroid)
 - Orders for labs/x-ray services; expanded lab services through an outside lab (CPL, Lab Corp., Quest, etc.)
 - Or option for in-house lab services
 - Physicals each semester for, including but not limited to, athletes, PE classes and Allied Health students
 - Immediate medical attention for conditions that do not require treatment at a hospital emergency room
 - Triage emergent care
 - Advise transfer to a local hospital or ER
 - Ongoing care for chronic medical conditions of students and enrolled employees, such as hypertension, diabetes, thyroid disorders, mild to moderate depression and anxiety
 - Contraception counseling
 - Option for sexually-transmitted infection screening and treatment
 - Prepare medical histories and perform physical examinations
 - Provide student immunizations that are medically necessary and/or required by health-related programs (students and/or affected faculty)
 - Ordering diagnostic testing, prescription medications, physical and massage therapy
 - Minor suturing
 - Referrals to other healthcare providers/specialists
 - Maintenance of medical records for patients of the clinic
 - Hepatitis B, tDAP, MMR vaccines; meningitis, varicella, and TB skin tests to TJC students and/or affected faculty currently enrolled or instructing in Allied Health courses recommending these. Blood work may be required prior to initiating vaccines. Additionally, tetanus and MMR vaccines will be available as medically indicated. Vendor will offer flu vaccines to TJC staff/faculty. Vaccines will be paid for by TJC when administered at the agreed-upon price.
 - X-ray referrals, if necessary, for Allied Health students and affected faculty
 - Offer the flu vaccine to all students for an agreed-upon fee per vaccine. Vaccines will be invoiced monthly to TJC.
 - Offer the flu vaccine to TJC employees for an agreed-upon fee per vaccine to be collected by TJC and remitted to vendor monthly in addition to the normal monthly payment.
 - Provide a student assistance referral program which will include a Licensed Professional Counselor (LPC) available only upon request. Clinic personnel will arrange the appointment with the LPC for the student when requested. Such services, when used, will be invoiced to TJC monthly.
 - Or an option to provide onsite mental health services with a part-time mental health nurse practitioner.
 - Or an option to provide off-site mental health services.
 - Coordination with Residential Life & Housing Department and Student Activities on speaking to certain groups on campus regarding the clinic services and general health information, including but not limited to, sexually-transmitted diseases, first aid, and acute epidemic exposures.
 - Disposal of biohazard materials per vendor's policies

On-Campus Clinic – Reduced Services

There is a possibility the clinic will be relocated and downsized over the next two (2) years. The College wants a proposal for what services could be offered on a reduced capacity, fewer days or less times, with vaccines still available.

- TJC will:
 - Provide the appropriate clinic space, appliances, furniture, and fixtures for the offices, reception & waiting area, and exam rooms (if applicable).
 - Provide all utilities, including electricity, water, internet, and local phone service.
 - Provide daily cleaning and trash removal provided by the campus custodial services vendor.
 - Pay the awarded vendor monthly for the operation of the clinic. All other expenses associated with the operation of the clinic shall be paid by vendor, including but not limited to employee benefits, purchased services, any equipment leases or repairs, continuing medication education, malpractice insurance, etc. Monthly invoice to TJC will include fixed costs, plus any vaccines administered from the previous month.
- Awarded vendor will:
 - Staff the clinic with the agreed-upon personnel decided through the RFP process or by mutual agreement.
 - For reduced scope, TJC and awarded vendor will discuss the days and times the clinic is staffed while TJC is open (12 months), except for official TJC holidays and closures.
 - Provide all supplies and equipment necessary (other than above) to operate the clinic.
 - Provide same-day appointment access at the clinic to TJC students at no charge per visit, excluding referred diagnostic testing such as lab or radiology.
 - Have an Automated External Defibrillator (AED) available and furnished by vendor for clinic use.
 - Will be required to provide monthly reports on services rendered, such as number of students seen, vaccines administered, etc.
 - Disposal of biohazard materials per vendor's policies.
 - From the above list of services offered currently, please list those services you could offer with reduced days/times and a smaller space.

We would still need vaccines offered to the Allied Health Students and affected faculty, along with flu vaccines to the general student population and TJC faculty/staff.

- Vendor will offer vaccines to Allied Health students and Allied Health faculty at an additional cost. Vaccines will be paid for by TJC when administered at the agreed-upon price.
- Offer flu vaccines to all students and employees of TJC at an agreed-upon price. Vaccines will be invoiced monthly to TJC.
- Hepatitis B, tDAP, MMR vaccines; meningitis, varicella, and TB skin tests to TJC students and/or affected faculty currently enrolled or instructing in Allied Health courses recommending these. Blood work may be required prior to initiating vaccines. Additionally, tetanus and MMR vaccines will be available as medically indicated. Vendor will offer vaccines to staff/faculty at additional cost. Vaccines will be paid for by TJC when administered at the agreed-upon price.

Off-Site Mental Health Services on an As-needed Basis

The College has a full-time counselor on staff, but there are more student requests for counseling services than one person can provide. TJC is asking for off-site referral options to fulfill these requests. Please list services that could be offered, but a possible Scope of Work could provide:

- Assessment, referral and short-term counseling (example: up to 3 sessions per student per issue per year)
- 24-hour telephone support for crisis, on call, and in-the-moment support services
- Designated account manager for consultation services
- Occasional on-site services for orientation or training
- Web resources
- Payment per student(s) or set number of student services on a yearly basis; cost options

SCOPE OF WORK – TELEHEALTH AND TELE-COUNSELING SERVICES

The College would like to provide no-cost telehealth services to our student population. The successful vendor would have the ability to provide the following services:

- 24-hour virtual care with licensed providers (if not 24-hour, explain in the proposal what is offered)
- Provide both telemedical care and tele-psychiatry and/or counseling (if not, explain in the proposal what is offered)
- A mobile-based application preferred
- Nutrition or health coaching, if applicable
- Able to provide referrals, if necessary, for further treatment
- Student will be able to schedule and “be seen” whether or not they have any personal health insurance (explain in the proposal the avenues of treatment for personal health insurance versus no personal health insurance)

Quotes/Proposals should include the following:

- Detailed services being offered
- Response time for a student to be scheduled with a doctor or counselor
- Detailed pricing to include any implementation fees, one-time or ongoing
- Optional pricing structures, per use, yearly fee, et cetera
- Documentation that any providers utilized are licensed
- Detailed explanation of how the students will receive help for health and/or mental through your program
- Estimated time to complete implementation after receipt of fully-executed agreement
- Three (3) references with contact information and how long they have had the program.

TERMS AND CONDITIONS

Term of Contract: The term of any contract will begin on 8-1-24 and be for an initial two-year period. After the initial term, there will be three (3) one-year renewals at TJC’s option and if agreed upon by both parties. The maximum term of the contract is five (5) years. Either party may terminate the agreement on the anniversary date, without cause, with sixty (60) days’ written notice and contractor’s fulfillment of all outstanding services prior to the termination date.

Escalation/De-escalation Clause: Escalation or de-escalation of 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.

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 includes services that are procured under Chapter 2254.008 of the Texas Government Code.

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.

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.

Deviations:

If vendor intends to deviate from the 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.

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 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 TJC Purchase Order, along with a fully-executed contract. A valid, numbered purchase order will be emailed or faxed to the vendor by the TJC Accounts Payable Department or TJC employee. Orders will not be placed by telephone.

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 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, if applicable: 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.

Termination of Contract:

1. Termination by Mutual Agreement

The contract may be terminated at any time, with or without cause, by the mutual agreement of the parties hereto, with sixty (60) days' written notice prior to the effective date.

2. Termination for Convenience

This contract may be terminated by either party upon written notice delivered to the other party at least ninety (90) business days prior to the effective date of termination. By such termination, neither party will nullify its obligations or liabilities already incurred for performance or failure to perform prior to the date of termination.

3. Termination for Cause

TJC may terminate this contract for cause based upon the failure of contractor to comply with the terms and/or conditions of the agreement, or failure to fulfill its performance obligations pursuant to the agreement, provided that the College shall give the contractor written notice specifying the contractor's failure. If within sixty (60) days after receipt of such notice, the contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in sixty (60) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the College may, at its option, place the contractor in default and the Agreement shall terminate on the date specified in such notice.

The contractor may exercise any rights available under the law to terminate for cause upon failure of the College to comply with the terms and conditions of this agreement, provided that the contractor shall give the College sixty (60) days' written notice specifying the College's failure and a reasonable opportunity for the College to cure the defect.

PROPOSAL REVIEW PROCESS FOR AWARD OF CONTRACT(S)

All properly submitted Proposals will be reviewed by TJC. TJC will make a selection, if any, based on the information provided by Proposer in its proposal and per Texas Government Code 2254.008:

- A. the provider's agreement to payment of a set fee, as a range, or lump-sum amount; and
- B. the provider's affirmation and the governmental entity's verification that the provider has the necessary occupational licenses and experience.

TJC may consider additional information if TJC deems such information relevant. By submitting a proposal, Proposer acknowledges acceptance of the proposal review process.

All responses received as a result of this RFP may be subject to review by a selected College committee for the purpose of selecting the respondent(s) with whom the College shall contract. The College may reject any or all proposals if none are considered in the best interest of the College.

- 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.

Selection shall be made among the respondents deemed to be fully qualified and best suited among those submitting proposals, 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.

After submission of a proposal, but before final selection of a vendor is made, TJC may permit proposer to revise its proposal in order to obtain the proposer's Best and Final Offer. In that event, representations made by proposer in its revised proposal, including price and fee quotes, will be binding on proposer. TJC is not obligated to select the proposer offering the most attractive economic terms if that proposer is not the most advantageous to TJC overall, as determined by TJC.

Past Performance in Similar Environments: Vendors past performance in environments of similar size and scope will be considered. 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 reviewed. 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 providing the requested services for an on-site clinic and/or tele-health and tele-counseling services. 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 and types of services performed
- 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)

Minimum qualifications: The respondent must have, and show evidence of, at least five (5) full consecutive years as a provider of the types of services laid out in the Scope of Work.

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

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 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. Proposal and 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: _____

- At College's request, Vendor has and can provide evidence of all necessary occupational licenses and experience? ____ Yes / ____ No
- 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 two years 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. The applicability of any additional fees must be indicated with the price of each item or services 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

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 & Procurement 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.

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: _____

REFERENCE FORM

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

Company Name	
Contact Person Name & Title	
Email Address	
Phone Number	
Dates & Types of Services	

Company Name	
Contact Person Name & Title	
Email Address	
Phone Number	
Dates & Types of Services	

Company Name	
Contact Person Name & Title	
Email Address	
Phone Number	
Dates & Types of Services	

Company Name	
Contact Person Name & Title	
Email Address	
Phone Number	
Dates & Types of Services	

Company Name	
Contact Person Name & Title	
Email Address	
Phone Number	
Dates & Types of Services	

TJC CLINIC
PATIENT/VISIT TYPE
YEAR TO DATE 2022- 2023
August 29, 2022 to August 27, 2023

PATIENT TYPE			VISIT TYPE					VACCINES ADMINISTERED						
Week Ending	Student	Staff	Acute	Physical	Nurse Only	Vaccine	TB Test/Check	FLU	HEP B	TB	tDAP	MMR	COVID	
SEP 22	296	1	110	25	36	122	15	83	21	9	6	3	0	
OCT 22	458	4	103	88	27	332	49	236	8	64	24	0	9	
NOV 22	253	1	141	8	41	83	12	45	25	12	1	0	8	
DEC 22	164	0	70	7	24	63	20	17	24	21	1	0	1	
JAN 23	190	0	54	66	27	52	24	18	3	27	4	0	0	
FEB 23	146	0	97	5	24	24	5	3	6	8	7	0	0	
MAR 23	127	2	94	3	20	12	2	2	6	2	2	0	0	
APR 23	125	0	83	16	13	22	9	0	2	13	7	0	0	
MAY 23	247	0	46	104	27	84	43	0	4	52	28	0	0	
JUN 23	168	0	30	58	22	87	41	0	17	45	23	2	0	
JUL 23	300	0	47	152	24	117	60	0	34	57	24	2	0	
AUG 2023	439	0	76	154	55	151	73	0	52	72	21	6	0	
YTD TOTALS	2913	8	951	686	340	1149	353	404	202	382	148	13	18	

TJC CLINIC
PATIENT/VISIT TYPE
YEAR TO DATE 2023- 2024
SEPTEMBER 5, 2023 THROUGH AUGUST 31, 2024
 September through January 2024

Week Ending	PATIENT TYPE		VISIT TYPE						VACCINES ADMINISTERED					
	Student	Staff	Acute	Physical	Nurse Only	Vaccine	TB Test/Check	FLU	HEP B	TB	tDAP	MMR		
SEP 23	227	0	108	20	28	86	12	48	19	12	6	4		
OCT 23	466	2	102	44	10	352	27	296	10	33	13	0		
NOV 23	353	1	105	68	21	184	50	83	40	49	11	1		
DEC 23	81	0	30	8	8	37	11	11	17	9	0	0		
JAN 24	182	0	60	54	23	52	21	9	11	30	1	1		
FEB 24														
MAR 24														
APR 24														
MAY 24														
JUN 24														
JUL 24														
AUG 24														
YTD TOTALS														

