



**REQUEST FOR PROPOSAL (RFP)**  
**SATELLITE PLANT – REPLACEMENT CHILLER**  
**RFP #24-14**

TJC (“College”) invites qualified vendors to submit competitive sealed bids for providing supplies, equipment and installation described in the specifications and scope of work.

Bids are due by **Tuesday, August 13, 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.

**IMPORTANT: Delivery location if submitting electronically:**

Electronic submissions must show the RFP number, **SUBMITTAL**, and the deadline date and time in the subject box. *No ZIP files.*

**Must be received into this email inbox account only by the deadline, [rfpbids@tjc.edu](mailto:rfpbids@tjc.edu)**

Important: If your inquiry, question or submission is received, you will get an auto-reply stating that.

If you do not get an auto reply stating any inquiry, question or your submission was received, contact Dana Ballard, [dbal@tjc.edu](mailto:dbal@tjc.edu). DO NOT send RFP questions, inquiries or submissions to [dbal@tjc.edu](mailto:dbal@tjc.edu).

Electronic proposals 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.

**Delivery location if submitting by mail, or delivered by courier, or hand delivered by a vendor representative:**  
Please mark **“RFP #24-14”** on the front of the envelope; or deliver to:

**TJC**  
**CAMPUS & PROCUREMENT SERVICES**  
**ATTN: DANA BALLARD**  
**1327 SOUTH BAXTER**  
**TYLER, TX 75701**

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.

# Table of Contents

<b>Introduction to Tyler Junior College</b>	<b>3</b>
<b>Proposal Instructions</b>	<b>3</b>
<b>Schedule of Events</b>	<b>4</b>
<b>General Requirements</b>	<b>4</b>
<b>Scope of Work</b>	<b>4</b>
<b>Terms and Conditions</b>	<b>5</b>
<b>Evaluation Criteria for Award</b>	<b>9</b>
<b>Information Required from Respondent</b>	<b>10</b>
<b>RFP Checklist</b>	<b>12</b>
<b>Vendor Information Page</b>	<b>13</b>
<b>Vendor Certification</b>	<b>14</b>

## 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:

**Number of Responses Copies:** Each respondent is required to submit and provide one (1) signed original response 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	July 19, 2024
Non-mandatory site visit	July 30, 2024 1:30 pm; 1327 S. Baxter
Deadline to receive written inquiries	August 2, 2024, 10:00 am
Responses to inquiries, if any, via Addenda	<a href="https://www.tjc.edu/rfp">https://www.tjc.edu/rfp</a>
Bid Due Date	Tuesday, August 13, 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>.

**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.

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

Tyler Junior College is seeking competitive sealed bids from qualified vendors to provide supplies, equipment and installation for a new chiller at the Main Campus Satellite Plant. The work is anticipated to begin September 16, 2024 and be substantially complete by October 31, 2024.

MultiStack MagLev Water Cooled, Oil-Free Flooded Centrifugal Chiller (1) with:

- Three (3) TT-700 oil-free centrifugal compressors utilizing R-513a refrigerant
- Integrated refrigerant cooled variable speed drive with soft start
- Magnetic drive with oil-less compressor
- Micro-processor-controlled magnetic bearing system
- Direct drive rotating assembly
- Phase power input 460-60-3
- Unit-mounted disconnect for single point of connection for high voltage electrical
- Evaporator insulated with ¾" closed cell foam insulation
- ASME certified horizontal shell & tube heat exchanger
- Epoxy-coated head and tube sheet on condenser standard
- Epoxy-coated head on evaporator standard

- Factory-installed temperature sensor wells
- Electronic expansion valves controlled by dedicated outputs via the FlexSys Control System
- Built-in sight glass on evaporator and condenser shells to confirm refrigerant charge
- Load balance valves on all compressors
- Refrigerant service valves
- BACnet card
- Five (5) year compressor warranty
- Two (2) year parts, refrigerant, and labor warranty

Turnkey installation including the following:

- Removal and disposal of existing chiller
- Disconnect and reconnect all water piping
- Removal and installation of pipe insulation needed for complete install
- Installation of new chiller
- All rigging needed for a completed job
- Disconnect/reconnect electrical and control wiring
- Leak check the refrigerant and water side of the new chiller
- Perform factory start-up and commissioning
- Perform owner training

Not included:

- Controls programming
- Any item not specifically mentioned above

Include any other items or options proposer feels are necessary to provide a complete removal and install.

## **TERMS AND CONDITIONS**

**Service Agreement:** The term of the award 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 purchase order. Failure of the Proposer to accept this obligation may result in the cancellation of any award.

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

Each Proposer acknowledges that the College has made a reasonable attempt to provide the Proposer with relevant data. The Proposer, therefore, waives any right of voidance of the contract based upon any expressed or implied warranty or representation that the pricing or activity data provided discloses all requirements, risks or exposures known to exist in the provision of the services being requested.

**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.

**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.

**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 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 will be issued for any items ordered.

**Indemnification:** To the extent allowable by Texas Law and without waiving any rights or entitlement to governmental or sovereign immunity, the parties shall indemnify ad 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.

**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 or purchase order, 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 an award with more than one respondent.

**Contract Award Execution:** The College reserves the right to enter into an award 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 order initiated by the College.

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. The College may make multiple awards.

**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 award, additional services or items of the same general category that could have been encompassed in the award of this RFP may be purchased.

**Purchase Orders:** This project will be initiated by a valid 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	45%
Quality of vendor's goods and/or services	40%
Extent to which goods meet the College's needs	10%
Satisfaction of past service and performance, if any	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.

### **INFORMATION REQUIRED FROM RESPONDENT**

**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 award, 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 & Procurement 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 know 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.

## **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. Vendor Information Form
2. Vendor Certification Form
3. Conflict of Interest (CIQ) Form (Ref. Vendor Certification Form #2)
4. Your company’s W-9
5. Pricing Quote and any Hourly Charges

# VENDOR INFORMATION

Please type or print legibly

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

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

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

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

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

- Vendor agrees to comply with all terms, conditions and specifications of this RFP? \_\_\_Yes / \_\_\_No
- Vendor has insurance and will provide a Certificate? \_\_\_Yes/ \_\_\_No
- Proposal is submitted according to specifications? \_\_\_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

# 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.

**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 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: \_\_\_\_\_