



THE COLLEGE OF EAST TEXAS

**REQUEST FOR PROPOSAL
LANDSCAPE & TREE SERVICES
RFP #25-03**

TJC (“College”) invites qualified companies to submit competitive sealed proposals for providing landscape and tree services for TJC’s campuses as described in the specifications and scope of work. The intent is to have multiple qualified landscape and tree companies available for these services. It is not the intent of any condition of the specifications to prohibit any responsible vendor from submitting a proposal.

Proposals are due by Tuesday, **October 15, 2024 @ 2:00 p.m. Central Daylight Time (CDT)** and will be opened and the names read publicly. Proposals will be reviewed and subsequently tabulated by the Purchasing Department and then processed through appropriate channels for committee review, if applicable, and approval. The Board of Trustees of TJC will make final approval. Any procurement of services will be initiated by a valid, signed purchase order issued by the College.

All proposals and supporting documentation must be submitted by mail, or delivered by courier, or hand delivered by a vendor representative. If proposal is mailed, please mark **“RFP #25-03”** on the front of the envelope; or deliver to:

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

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. No minimum amount of work is guaranteed. TJC makes no representation regarding the amount or type of services, if any, respondent will be asked to provide to the College.

TJC 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. TJC will accept the proposal(s) 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

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 or award 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: TJC, 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 the College.

TJC reserves the right to accept or reject any and/or all proposals, waive any formalities and technicalities and to make awards 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 vendors 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 at least 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.

Schedule of Events:

RFP available to prospective respondents	September 18, 2024
Deadline to receive written inquiries	October 2, 2024, 10:00 am
Responses to inquiries, if any, via Addenda	https://www.tjc.edu/rfp
Proposal Due Date	Tuesday, October 15, 2024, 2:00 p.m.

TJC 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 REQUIREMENTS

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.

If the service is determined not satisfactory in the judgment of the College, Tyler Junior College may cancel the contract or purchase order 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 or award 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 or award, 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

Tyler Junior College is seeking competitive sealed proposals from qualified and competent landscape and tree service companies. No minimum amount of work is guaranteed. TJC makes no representation regarding the amount or type of services, if any, that respondent will be asked to provide to the College. The services may include, but are not limited to:

- Irrigation work
- Flowerbed maintenance
- Landscape projects
- Over seeding and fertilizing grounds
- Athletic field maintenance
- Removing dead trees and/or trimming limbs

TERMS AND CONDITIONS

Term of Award: The term of the award will begin upon final approval by the TJC Board. The initial term of any award will be for a one-year period. On the anniversary date, the award shall automatically renew for up to four (4) additional one (1) year terms, at the option of TJC. The maximum term of the award is five (5) years ending. Either party may terminate the services on the anniversary date, without cause, with thirty (30) days' written notice and contractor's fulfillment of all outstanding purchase orders received prior to the termination date.

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 make an award. 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 an award. 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 contract in its entirety except to the extent specifically set forth in its response. The mandatory RFP requirements shall become contractual obligations if a purchase order or award 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.

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

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

Commercial General Liability (Occurrence Form)

- Commercial General Liability: Each Occurrence \$5,000,000
- Damage to Rented Premises Each Occurrence \$ 50,000
- Medical Exp. (any one person) \$ 5,000
- General Aggregate: Each Occurrence \$5,000,000
- Personal & Advertising Injury Liability \$5,000,000
- Products – Comp/Op Aggregate \$5,000,000
 - Tyler Junior College named as Additional Insured
 - Waiver of Subrogation in favor of Tyler Junior College

Automobile Liability

- Combined Single Limit (each accident) \$5,000,000
 - Tyler Junior College named as Additional Insured
 - Waiver of Subrogation in favor of Tyler Junior College

Umbrella Liability

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

Workers’ Compensation and Employer’s Liability

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

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

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

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

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

Indemnification: To the extent allowable by Texas Law and without waiving any rights or entitlement to governmental or sovereign immunity, the parties shall indemnify 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 award. 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 an award 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 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 award more than one respondent.

Contract Award Execution/Purchase Order: The College reserves the right to enter into an agreement or 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 contract 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.

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 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 of the same general category that could have been encompassed in the award of this RFP may be added.

Purchase Orders: This project will be initiated by a TJC Purchase Order. 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 TJC 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 or Purchase Order:

1. **Termination by Mutual Agreement**

The contract or award may be terminated at any time, with or without cause, by the mutual agreement of the parties hereto, with thirty (30) days' written notice prior to the effective date.

2. **Termination for Convenience**

This contract or award may be terminated by either party upon written notice delivered to the other party at least (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 or award 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.

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 award. 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.
- 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:

Evaluation Criteria	Weights
Pricing	40%
Ability to accommodate and meet the College's needs	40%
Respondent's qualifications and experience	15%
Satisfaction of past service and performance	5%
Total	100%

Competitive Pricing: Vendor's pricing proposal form may 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.

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 award as they relate to this RFP.
- **Experience:** The respondent must clearly describe relevant experience in providing the requested services.

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

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

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

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

Use of Subcontractors: Each contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, respondents may enter into subcontractor arrangements. Respondents

may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

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 & 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

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

Boycotting Energy Companies Notification: The following information is included in the terms and conditions of all bids, proposals and offers in accordance with applicable Texas law. Each vendor must respond to this section as a requirement of the law. Pursuant to Section 2274.002 of the Texas Government Code, each respondent must verify it does not boycott energy companies and will not boycott energy companies during the term of any contract. If respondent does not make that verification, respondent must so indicate in its response and state why the certification is not required.

Exemption criteria includes the following:

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

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A)."

Discrimination Against Firearms Entity or Trade Association: The following information is included in the terms and conditions of all bids, proposals and offers in accordance with applicable Texas law. Each vendor must respond to this section as a requirement of the law. Pursuant to Section 2274.002 of the Texas Government Code, respondent is required to make a verification it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If respondent does not make that verification, respondent must so indicate in its response and state why the verification is not required.

Exemption criteria includes the following:

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

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

Taxpayer Identification Number: As a business, Federal income tax law requires us to report certain payments we make to you if you are not exempted from this reporting responsibility. In order for us to properly meet the federal tax law requirements, Tyler Junior College requires you to complete the Request for Taxpayer Identification Number (W-9) form. Please complete the information on the form and return with your bid.

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

RFP CHECKLIST

What must be returned with your RFP Submittal:

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

1. Information Required from Respondent
2. Vendor Information Form
3. Vendor Certification Form
4. Conflict of Interest (CIQ) Form (Ref. Vendor Certification Form #2)
5. Your company’s W-9
6. Reference Sheet
7. Proposal/Pricing – list of services Respondent can provide, along with associated prices

VENDOR INFORMATION

Please type or print legibly

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-mail: _____

Representative assigned to TJC account: _____

- Vendor has insurance 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 one year from Board approval of award? ___ Yes / ___ No
- Where does your company prefer to receive purchase orders? Fax _____ - _____ - _____ and/or Email _____
- List any Texas State or cooperative contracts your company has been awarded, if applicable.

List any additional discounts or fees that may be applicable to items included in this quotation (i.e. prompt pay, hazardous material fees, fuel surcharges, etc.) **Any fuel surcharge, shipping, handling or special fees, such as permits, 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/Email

VENDOR CERTIFICATION FORM

1. **State of Texas Government Code 2252.908 (Certificate of Interested Parties Form 1295):** Successful bidders **awarded** contracts or PO's 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.

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 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 award. 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 document 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:

Company Name	
Contact Person Name & Title	
Email Address	
Phone Number	
Type of Service	

Company Name	
Contact Person Name & Title	
Email Address	
Phone Number	
Type of Service	

Company Name	
Contact Person Name & Title	
Email Address	
Phone Number	
Type of Service	

Company Name	
Contact Person Name & Title	
Email Address	
Phone Number	
Type of Service	

Company Name	
Contact Person Name & Title	
Email Address	
Phone Number	
Type of Service	