

Request for Proposals

Property & Casualty Insurance

Solicitation No. RFP-2023-01

Date of Release: January 5, 2023

**Business Office** 

2886 FM 1735

**Mount Pleasant, Texas 75455** 



# **Request for Proposals**

Northeast Texas Community College (NTCC) District invites all "qualified professional firm(s)" to submit request for proposals (RFP) responses for NTCC's **Property and Casualty Insurance** for the following solicitation:

Request for Proposals (RFP) # RFP-2023-01 www.ntcc.edu/about-us/public-notices

Submit response to:

Northeast Texas Community College (NTCC) Attention: Brandi Cave 2886 FM 1735 Mount Pleasant, Texas 75455

By no later than: February 22, 2023 at 2:00 p.m., Central Standard Time (CST)

On the date and at the time for submission of proposals, responses will be opened and identified by respondent name. However, proposals will not be read aloud. Proposals that arrive after the date and time for submission of proposals will be considered late and will not be opened.

Proposals from respondents may not be withdrawn for a period of **one hundred twenty** (120) days.

NTCC reserves the right to accept or reject any or all proposals in whole or in part, to waive informalities or technicalities, to clarify ambiguities, and to award items or groups of items as may be in the best interest of NTCC.



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# ATTENTION INTERESTED RESPONDENTS

NOTICE: This solicitation requires respondents to submit a number of signed documents with the proposal. Please use the included checklist in the Appendix Section to ensure that you are submitting all required signed documents with your proposal.

Failure to submit the required documents may result in automatic disqualification of your proposal response in accordance with NTCC's Rules and the advertised specifications.

NTCC may not accept exceptions to this solicitation. Responses may be rejected and not considered per ARTICLE 1, Exceptions section.

#### ARTICLE 1 - GENERAL OVERVIEW AND EXECUTIVE SUMMARY

NORTHEAST TEXAS COMMUNITY COLLEGE (NTCC) is soliciting proposals from qualified service firms for Property and Casualty Insurance

NTCC Administration is responsible for the following responsibilities with respect to the selection of service providers for the proposed services.

- Serve as the primary/first contact with all external professionals who may be contracted for these projects;
- Develop and publicize scope of solicitation and evaluation criteria for selection of Property and Casualty Insurance
- Submit rankings of Respondents to the NTCC for evaluation selection and approval; and
- Serve as contact and in oversight role throughout the procurement process.

Selection Process – The **Property and Casualty Insurance RFP** is a **two (2) step process** for selecting a qualified firm, which includes the following:

- Step 1: Evaluation of Requests for Proposals responses from interested firms/Respondents to determine the competitive range among all Respondents for potential award of a contract; and
- **Step 2:** Review of the proposed rates (or fee schedules) that are published by the selected/qualified firm (see Section 6.2). Rates and fee schedules must be submitted in a sealed envelope marked "Rates and Fee Schedules".

# 1.1 Authority

NTCC is soliciting the proposed services (or goods) listed herein under Texas Education Code, Chapter 44, Subchapter B, Section 44.031(f), Texas Government Code, Section 2254.003 and NTCC's Board Policy CF (Local).

#### 1.2 College Information

NTCC is a two-year community college providing university transfer, workforce training, continuing education, and adult basic education opportunities. In fall 2022, more than 2,800 credit and non-credit students took advantage of NTCC's low tuition, small classes, convenient locations, and great instructors.

In the 1970's & early 1980's a group of citizens from Camp, Morris and Titus Counties decided that residents of this part of Northeast Texas deserved the opportunity for a better life through higher education. Northeast Texas Community College opened its doors just a few short years later in 1985. The NTCC District is composed of areas that support the college's operations through an ad valorem tax. NTCC's website is at <a href="http://www.ntcc.edu">http://www.ntcc.edu</a>.

#### 1.3 Point of Contact Information

All requests, questions or other communication about this solicitation shall be made in writing to the NTCC addressed to person listed below:

Name: **Brandi Cave** Title: Controller

Address: 2886 FM 1735, Mount Pleasant, TX 75455

Phone: (903) 434-8103 E-Mail: bcave@ntcc.edu

#### 1.4 Prohibited Communication

On issuance of this solicitation, except for the written questions and requests for clarification described in **Section 1.5 and 1.6 below**, NTCC, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this solicitation with any potential Respondents or their representative(s).

Attempts to ask questions by phone or in person will not be allowed or recognized as valid. Respondents shall rely only on written statements issued by or through the College's designated staff as provided in this solicitation.

This restriction does not preclude discussions between affected parties to conduct business unrelated to this solicitation, including email.

Failure to comply with these requirements may result in disqualification of Respondent's proposal.

#### 1.5 Clarifications

Respondents must notify the Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specifications, omission or other error in the solicitation in the manner and by the deadline for submitting questions.

If a Respondent fails to timely and adequately notify the Point of Contact of such issues, the Respondent submits its proposals at its own risk, and if awarded a contract:

- shall have waived any claim of error or ambiguity in the solicitation and any resulting contract, shall not contest the interpretation by the College of such provision(s), and
- shall not be entitled to additional compensation, relief, or time by reason of ambiguity, error, or later correction.

#### 1.6 Questions and Responses

Questions or comments concerning this solicitation must be submitted in writing to the NTCC's contact named in ARTICLE I, Point of Contact Information, by no later than the date and time indicated in Procurement Schedule of Events/Dates in this Section of the solicitation.

Responses to questions or other written requests for clarification may be posted on NTCC's website. NTCC reserves the right to amend answers before the deadline of the solicitation's responses. Amended answers may be posted on NTCC's website. It is the Respondent's responsibility to check the website or contact the Point of Contact for updated responses.

NTCC also reserves the right to determine or decline to answer any question or questions or to provide a single consolidated response of all matters they choose to respond in any manner at the sole discretion of the College.

If NTCC, in its sole discretion, determines that questions necessitate a change to this solicitation, the change will be reduced to writing in the form of an addendum and published on the NTCC's website.

#### 1.7 Procurement Schedule of Events

The following table documents identify the critical pre-award events for the solicitation.

Procurement Schedule		
Event	Dates	
Solicitation Release Date	January 5, 2023	
Deadline for Questions	February 10, 2023	
Issuance of Addendum, if required	February 13, 2023	
Withdrawal of Solicitation (Same date as the due date/closing): 2:00 P.M.	February 22, 2023	
Solicitation Response Due Date/Closing Date: 2:00 P.M.	February 22, 2023	
Board of Trustees (BOT) Approval, as applicable	February 28, 2023	
Contract Award	February 28, 2023	
Anticipated Policy Start Date	March 1, 2023	

**Note:** The dates identified are a tentative schedule of events. NTCC reserves the right to modify these dates at any time upon notice and at the discretion of NTCC, which will be posted to its website, via addenda.

# 1.8 Alterations, Modifications, and Withdrawal of Proposal Prior to Deadline for Submission of Proposals

NTCC reserves the right to change, amend or modify any provision of this solicitation or to withdraw this solicitation, at any time prior to award if it is in the best interest of the College and will post such on NTCC's website. It is the responsibility of Respondent to periodically check NTCC's website to ensure full compliance with the requirements of this solicitation.

Prior to the solicitation submission deadline, a Respondent may:

- Withdraw its solicitation response by submitting a written request to the Point of Contact identified in **Section 1.3**; or
- Modify its solicitation response by submitting a written amendment to the Point of Contact identified in **Section 1.3**.

NTCC may request proposals response modifications at any time prior to the submission deadline or closing date of the solicitation.

No proposal may be withdrawn for a period of one hundred twenty (120) days subsequent to the closing

without the prior written approval of the Vice President for Administrative Services.

#### 1.9 Multiple Responses

A respondent may only submit one (1). If a respondent submits more than one (1) proposal, NTCC may reject one or more of the submissions.

# 1.10 No Joint Proposals

NTCC will not consider joint or collaborative proposals that require it to contract with more than one respondent.

# 1.11 Irregularities

NTCC reserves the right to waive minor irregularities or genuine mistakes in a proposal and award a contract that is in the best of the College in determining the best value. NTCC may waive a minor irregularity or permit Respondents to correct a minor irregularity in a response if the irregularity:

- Is purely a matter of form rather than substance; and
- Does not affect price, quality, or delivery of the desired goods or services.

Any irregularities or lack of clarity in this solicitation should be brought to the attention of the Point of Contact listed in Section 1.3 as soon as possible so corrective addenda may be furnished to prospective Respondents.

#### 1.12 Informalities

NTCC reserves the right to waive minor informalities in a proposals response if it is in the best interest of the College. A "minor informality" is an omission or error that, in NTCC's determination if waived or modified when evaluating proposals responses, would not give a Respondents an unfair advantage over other respondents or result in a material change in the proposals response or the solicitation requirements.

#### 1.13 Discrepancies

Discrepancies or disparities between the contents of original proposal responses and copies will be interpreted in favor of NTCC. If Respondents fails to designate an "ORIGINAL," NTCC may reject the solicitation response or select a copy to be used as the original.

#### 1.14 Exceptions

NTCC will more favorably evaluate responses that offer no exceptions, reservations, or limitations to the terms and conditions of the solicitation. Any response that takes exception to any mandatory item(s) in this solicitation process may be rejected and not considered. Any response to the solicitation that does not include a response to all the required information may be rejected and not considered by NTCC. A notation of "Not applicable" as appropriate will be considered a valid response.

No exception, nor any other term, condition, or provision in a proposal response that differs, varies from or contradicts this solicitation will be considered to be part of any contract resulting from this solicitation unless expressly made a part of the contract in writing by NTCC.

#### 1.15 Assumptions

No assumptions should be included in a proposal response. The inclusion of assumptions in a proposal response may result in a respondent not being awarded a contract.

A proposal response should be responsive to the solicitation as advertised, not with an assumption that any or all terms, conditions, or provisions of the solicitation will be negotiated. Furthermore, all proposal responses constitute binding offers.

Any proposal response to this solicitation that includes disclaimer or other statement indicating that the response does not constitute a binding offer may be disqualified.

#### 2 ARTICLE 2 - OVERVIEW

### 2.1 Mission Statement and Objective

The primary mission for this solicitation is to acquire the highest quality of goods and services in a timely manner that provided the best value to NTCC, and to assure that the procurement function is conducted for effective college operations and in accordance with applicable Federal and State laws, and NTCC policies.

#### 2.2 Mission Objectives

NTCC's objectives of this solicitation are to contract with a qualified Professional Services Firm for the purpose of providing professional **Property and Casualty Insurance** to the College District.

# 2.3 Description of Services/Scope of Work (SOW)/Specifications

NTCC is requesting interested firms to submit a proposal to provide the District with Property and Casualty Insurance. All interested firms shall provide sufficient evidence of financial strength.

This scope write up is to provide minimum insurance requirements.

# **Property and Contents**

Coverage	Limit	Deductible
All Perils except Weather Perils	\$103,978,280	\$10,000
Weather Perils	\$103,978,280	\$250,000
Flood	\$2,000,000	\$50,000
Earthquake	\$2,000,000	\$50,000
Crime	\$250,000	\$5,000
Equipment Breakdown	\$100,000,000	\$10,000

Additional Sublimit Wind, Hurricane, and Hail	Limit	Deductible
Sublimit for Wind, Hail Loss to Single Ply Membrane roofs and	\$1,000,000	Weather Perils Deductible
accompanying roof systems; all other deductibles apply. This does		applies
not apply to Named/Numbered Windstorm Loss in Tier 1, Tier 2, or		
Harris counties.		

Property listing is provided in Appendix.

# **Automobile**

Coverage	Limit	Deductible
Automobile Liability	\$1M Combined Single Limit	\$1,000
Automobile Physical Damage - Collision	Actual Cash Value	\$1,000
Automobile Physical Damage - Comprehensive	Actual Cash Value	\$1,000
Automobile Physical Damage - Catastrophic	Actual Cash Value	\$10,000

Automobile listing is provided in Appendix.

# Liability

Coverage	Limit	Deductible
Professional Legal LiabilitySubject to \$5,000,000 Maximum	\$5,000,000	\$2,500
Annual Aggregate		
General Liability	\$5,000,000	\$0
Employee Benefits Liability	\$100,000	\$0

# **Privacy and Information Security**

Coverage	Aggregate Limit PerEvent	Deductible
Privacy & Information Security	\$250,000	\$0

# 2.4 Staff Resources Provided by NTCC

NTCC shall have available appropriate staff to assist the selected respondent by providing required information and explanation.

# 2.5 Working Space

No storage space or office space will be provided for the Property and Casualty Insurance respondent.

#### 3 ARTICLE 3 - AWARD OF CONTRACT

The award shall not be made upon the opening of proposals but at a time as soon thereafter as may be necessary to evaluate proposals and to obtain Board of Trustee authorization, if required.

The provisions, terms, and conditions of this solicitation shall become a part of any subsequent contractual documents. Failure of the successful respondents to accept this obligation may result in the cancellation of any recommendation to award.

It is the intent of NTCC to award the contract to the qualified firm whose proposal, conforming to the conditions and requirements of the solicitation, is determined to offer the best value to NTCC.

Notwithstanding the above, this solicitation does not commit NTCC to contract for any requirements detailed in this document.

### 3.1 Contract Type and Term

NTCC intends to award **one contract** as a result of this solicitation. Any award is contingent upon approval of the NTCC Board of Trustees or their delegate.

If for any reason, a final contract cannot be executed with a respondent selected for an award within **120 days,** NTCC may when applicable, select or negotiate a contract with the next highest scoring respondents or withdraw the solicitation.

#### 3.2 Contract Elements

The term "contract" means the contract awarded as a result of this solicitation and all exhibits thereto. At a minimum, the following documents will be incorporated into the contract: this solicitation and all attachments and exhibits; any modifications, addendum or amendments issued in conjunction with this solicitation; NTCC's Terms and Conditions, and the successful respondent's proposal.

#### 3.3 Contract Term

NTCC anticipates that the initial duration of **any contract resulting from this solicitation shall be for a period specified in Article 7 of this solicitation**. Following the base term and any allowable renewals or extensions, NTCC may extend any resulting contract for the purpose of completing a new procurement, and/or to transition to a new vendor if necessary to avoid interruption in District services.

#### 3.4 Contract Amount

The selected Respondent will be required to enter into a contract with NTCC substantially in the form of NTCC's standard contract for **Property and Casualty Insurance** with associated general conditions and attachments, which may be obtained from the NTCC Business Office upon request, without lengthy negotiations or extensive modifications to the terms. The Contract documents set out the insurance, prevailing wage rate and minimum wage requirements, payment and performance bond, and other requirements for the project, if applicable.

The initial total compensation under any contract awarded, <u>as a result of this solicitation</u>, <u>may exceed the amount of \$50,000</u>. When applicable, the resulting contract(s) will require the NTCC Board of Trustees' approval.

#### 3.5 No Guarantee of Volume, Partial Award/Non-Award

NTCC makes no guarantee of volume, usage, or total compensation to be paid to any Respondents under any awarded contract, if any, resulting from this solicitation; any awarded contract is subject to appropriations and the continuing availability of funds.

NTCC reserves the right to cancel, make a partial award, or decline to award a contract under this solicitation at any time at its sole discretion.

External factors may affect the project, including budgetary and resource constraints. Any contract resulting from this solicitation is subject to the availability of state or federal funds. As of the issuance of this solicitation, NTCC anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If, however, funds are not available, NTCC reserves the right to reject any and all proposals, withdraw the solicitation or terminate the resulting contract without penalty.

## 3.6 Use of Subrespondents

Subrespondents providing services under the contract shall adhere to the same contract requirements in the delivery of the goods or services, and level of experience and Proposals as required of the Respondent. No subcontract under the contract shall relieve the Respondents of the responsibility for ensuring the requested services are provided. Respondents planning to subcontract all or a portion of the work to be performed shall identify the proposed subrespondents.

#### 3.7 Performance Measures and Associated Remedies

NTCC will monitor the performance of the contract issued under this solicitation. All services and deliverables under the contract shall be provided at an acceptable quality level and in a manner consistent with acceptable industry standard, custom, and practice.

#### 4 ARTICLE 4 - GENERAL INSTRUCTION

### 4.1 Anti-Lobby and Restrictions on Communications with College Staff

From the issue date of this solicitation until contract award is made, respondents are not allowed to communicate about the subject of this solicitation with any NTCC's Faculty, Staff, or Members of the Board of Trustees except.

The NTCC contact named in ARTICLE I;

- NTCC representatives during a pre-proposal conference, if any;
- NTCC representatives during presentations, if any.

If a violation of this provision occurs, NTCC reserves the right to reject the proposal submitted by the offending Respondent.

# 4.2 Receipt of Proposals/Late Proposals

It is the sole responsibility of the Respondents to ensure timely delivery of its proposal to the NTCC. NTCC will not be responsible for the failure of service on the part of the U.S. Postal Service, courier companies, or any other mode of delivery chosen by respondent. Proposals received after the date and time specified for submission of proposals shall be considered late and shall not be considered for an award, unless it is determined by NTCC that late receipt was due solely to mishandling by NTCC after receipt of the proposal by NTCC. It is the responsibility of the respondents to ensure that their proposal arrives at the proper location by the date and time indicated in the solicitation.

#### 4.3 Disclosure

Respondents shall note any and all relationships that might be a conflict of interest and include such information with the proposal. (See Article 7, Contract Terms and Conditions).

#### 4.4 Costs for Responding

Respondents understand that issuance of solicitation in no way constitutes a commitment by NTCC to award a contract or to pay any costs incurred by respondents in the preparation of a response to this solicitation. NTCC is not liable for any costs incurred by a solicitation prior to issuance of or entering into a formal agreement, contract, or purchase order.

All cost(s) directly or indirectly, related to developing or preparing proposals, preparing for or participating in oral presentations, interviews and site visits, or any other similar expenses incurred by a respondent are entirely the responsibility of the Respondents and will not be reimbursed in any manner by NTCC.

# 4.5 Proposer Response, Texas Public Information Act and Proprietary Information

This solicitation specifies the format, required information, and general content of proposals submitted in response to this solicitation. NTCC's Business Office will not disclose any portions of the proposal prior to contract award to anyone outside the Business Office, and NTCC's administrative staff; provided however, that if the NTCC Board of Trustees authorization is required, the departments' recommendation for award will be published as an agenda item.

NTCC is a public institution and subject to the Texas Public Information Act (Texas Government Code Chapter 552). Any information submitted to NTCC is presumed to be public information and available to the public. Any information or materials submitted to NTCC that is considered by the proposer to be confidential must be marked "CONFIDENTIAL," "TRADE SECRET," or "PROPRIETARY." If an outside

individual or entity requests review or copies of the information so marked, NTCC will advise the respondent of the request. If requested by the Respondents, NTCC will request an Open Records Decision from the Attorney General's Office of the State of Texas.

The Respondents shall be responsible for substantiating the confidentiality of the information or materials requested, **including all electronic submissions**.

# 4.6 Disposition of Proposals

All proposals become the property of the NTCC and will not be returned to the Respondent. The successful proposals may be incorporated into the resulting contract by reference. Disposition of unsuccessful proposals will be processed in accordance with NTCC open records policy.

## 4.7 Rejection of Proposals

In addition to those stated elsewhere in this solicitation, grounds for the rejection of proposals include, but shall not be limited to:

- Failure of a proposal to conform to the essential requirements of the solicitation.
- An offer imposing conditions that would significantly modify the terms and conditions of the solicitation or limit the respondent's liability to NTCC in any contract awarded based on such solicitation.
- Failure of the respondents to certify the solicitation.

#### 4.8 Section Titles in the Solicitation

The titles of paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer a contractual construction of language.

#### 4.9 No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the Respondents or bona fide established commercial or selling agencies maintained by the Respondents for the purpose of securing business.

For breach or violation of this provision, NTCC shall have the right to reject the proposals, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fees or other benefit.

# 4.10 Publicity Releases

The firm shall not refer to award of the contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by NTCC.

#### 4.11 Conflicts of Interest

A conflict of interest is a set of facts or circumstances in which either a Respondents or anyone acting on its behalf in connection with this procurement has past, present or currently planned personal, professional or financial interests or obligations that, in NTCC's determination, would actually or apparently conflict or interfere with the Respondent's contractual obligations to NTCC.

A conflict of interest would include circumstances in which a party's personal, professional or financial interests or obligations may directly or indirectly:

- make it difficult or impossible to fulfill its contractual obligations to NTCC in a manner that is consistent with the best interests of the College;
- impair, diminish or interfere with that party's ability to render impartial or objective assistance or advice to NTCC; or
- provide the party with an unfair competitive advantage in future NTCC procurements/solicitations.

Neither the respondents nor any other person or entity acting on its behalf, including but not limited to subrespondents, employees, agents, and representatives, may have a conflict of interest with respect to this procurement. Before submitting a proposal, respondents should carefully review NTCC's Terms and Conditions for additional information concerning conflicts of interests.

Respondents must certify that it does not have personal or business interests that present a conflict of interest with respect to the solicitation and resulting contract. Additionally, if applicable, the Respondents must disclose all potential conflicts of interest. The Respondent must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence, and objectivity will be maintained.

NTCC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. Failure to identify potential conflicts of interest may result in NTCC's disqualifying of a proposal or termination of the contract.

#### 4.12 Appeal

#### 4.12.1 Rights

A Respondent who is aggrieved in connection with this procurement may appeal to the NTCC Vice President for Administrative Services.

#### 4.12.2 Notification

The appeal shall be submitted in writing to the NTCC Vice President for Administrative Services and received in the NTCC Business Office within ten (10) business days after award of any contracts, which the aggrieved knows or should have known the facts giving rise thereto.

#### 4.12.3 Resolution

NTCC's Vice President for Administrative Services shall review and determine the validity of the appeal. If a mutual resolution is not made, then the appeal shall be submitted to the President or his designee. Respondents must maintain compliance with Sections 1.4 and 5.12 of this solicitation during any appeal process. Any Respondent not maintaining compliance with the solicitation requirements may be rejected and may not be considered for award.

# 4.12.4 Authority

The Vice President for Administrative Services or his designee shall have the final authority for determination and take any action to resolve the appeal.

# 4.12.5 Interpretive Conventions

Whenever the terms "shall," "must," or "is required" are used in this solicitation in conjunction with a specification or performance requirement, the specification or requirement is mandatory. A respondent's failure to address or meet any mandatory requirement in proposals may be cause for NTCC's rejection of the proposal. Whenever the terms "can," "may," or "should" are used in this solicitation in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement. Accordingly, a respondent's failure to address or provide any items so referred to will not be the cause for rejection of the proposal but will likely result in a less favorable evaluation.

#### 5 ARTICLE 5 - PROPOSAL SUBMISSION REQUIREMENTS

# 5.1 Required Format

Proposals should be prepared economically and with an emphasis on completeness and clarity of the content.

The proposal must be:

- Formatted in US Letter size, 8 ½" x 11."
- Formatted in Arial or Times New Roman font, size 12 for standard text, and no less than size 10 font for tables, graphs, and appendices.
- Include a cover page with solicitation number and submittal deadline
- Organized in sequence as outlined in Article 5 of the solicitation
- Include respondent's name on the cover page
- Labeled with proposal name on each page
- Sequentially page-numbered
- Tabbed
- Bound in a single volume

To be considered for an award, respondents must respond to all sections of the solicitation, adhere to all requirements of the solicitation and provide all other required information and documentation as set forth in this solicitation.

#### 5.2 Page Limit and Supporting Documentation

In general, proposals should not exceed fifty (50) pages in length, not including appendices or attachments.

# **5.3 Supporting Documentation**

If complete responses cannot be provided without supporting documentation, the proposal must reference the specific tab, page, section, and/or paragraph where the supporting information can be found.

#### 5.4 Number of Copies

Respondents must submit:

- One (1) hard copy of the original Business proposal (Part I), and an authorized representative must sign the cover letter and all forms in original proposal in ink,
- One (1) individual electronic copy of the Business proposal (Part I) on a USB flash drive and saved in a Portable Document Format (PDF),
- One (1) hard copy of the Respondent's Cost Proposal (Part II), and,
- One (1) individual electronic copy of the Cost Proposal (Part II) on a USB flash drive and saved in a Portable Document Format (PDF).

### 5.5 Labeling

Solicitation Responses shall be placed in a sealed envelope and clearly labeled as follows:

SOLICITATION NO: RFP-2023-01

SOLICITATION NAME: RFP for Property and Casualty Insurance

SOLICITATION RESPONSE DEADLINE: February 22, 2023 VENDOR NAME: Respondent Name

NTCC will not be held responsible for any proposal response that is mishandled prior to its receipt. It is Respondent's responsibility to mark appropriately and deliver the proposal response to NTCC by the specified date and time.

# 5.6 Delivery

The only accepted methods of delivery are U.S. Postal Service, Overnight/Express Mail, or Hand Delivery. Proposals submitted by any other method will not be considered.

**Delivery Address:** 

NTCC Business Office ATTN: Brandi Cave 2886 FM 1735 Mount Pleasant, TX 75455

Once a proposal response has been submitted to NTCC, it becomes the property of NTCC and will not be returned to the respondent.

#### 5.7 Submission

All submissions will be date and time stamped when received by NTCC. The clock in the NTCC's Business Office is the official timepiece for determining compliance with the deadlines in this procurement.

NTCC reserves the right to reject late submissions not received by the designated date and time specified in the solicitation. It is the respondent's responsibility to appropriately mark and deliver the proposal to NTCC by the specified date.

#### 5.8 Required Content

All solicitation responses must be submitted in separate parts in accordance with Sections 5.1 and 5.3:

Part I, Business Proposal, and,

Part II, Cost Proposal.

Any proposal responses received without required documents may be deemed non-responsive in conjunction with the advertised specifications, and will not be considered for contract award.

### 5.9 PART I - Business Proposal

The business proposal must include the following information in tabbed sections, as follows:

- Tab 1: Transmittal Letter
- Tab 2: Required Documentation
- Tab 3: Respondent's Proposals
- Tab 4: Corporate Background and Experience
- Tab 5: Litigation
- Tab 6: Services Defined
- Tab 7: Value-Added Benefits
- Tab 8: Additional Information

#### 5.9.1 Tab 1: Transmittal letter

The transmittal letter shall be submitted on the respondent's letterhead and signed by an individual authorized to legally bind the proposer. It shall include:

A statement summarizing the Respondent's understanding of the work to be performed hereunder.

A statement acknowledging any addenda issued to this solicitation by NTCC.

A statement accepting financial responsibility for any expenses incurred in the preparation of the proposal, including travel expenses for oral presentations (if required), and candidate interviews.

A statement regarding any deviations from, or exceptions to this solicitation, including NTCC's Terms and Conditions and justification therefore. Any contract with conflicting terms and conditions must be placed in this tab along with a detailed description and justification.

Note: A proposal response that takes exception to any mandatory item in this solicitation may be rejected and may not be considered for award.

#### 5.9.2 Tab 2: Required Documentation

The following documents shall be submitted with the firm's (or Respondent's) solicitation response:

- Completed and signed Certification Form (Exhibit A);
- Vendor Application Form (Exhibit B);
- Respondent's Affidavit of Non-Collusion (Exhibit C-1);
- Conflict of Interest Questionnaire (Exhibit C-2);
- Proof of Insurability in accordance with NTCC's Terms and Conditions set forth in Article 7, Section 7.4 and as follows:
- Respondent must demonstrate they have the appropriate general liability insurance as set forth in NTCC's Terms and Conditions found in Article 7, Section 7.4.4
- Specify the bond, professional liability, or comparable insurance coverage maintained by the company. Certification of bond, when the application must be presented within ten (10) calendar days of notification.
- Respondent must show evidence of possessing Workers' Compensation Insurance as required by law.
- IRS W-9, Request for Taxpayer Identification Number and Certification (see

www.irs.gov).

#### 5.9.3 Tab 3: Respondent Proposals for Project

The purpose of the Proposals section is to determine whether the Respondent's response meets the minimum requirements necessary to provide the services, which are the subject of this solicitation.

When requested, the Respondent must furnish certification of authority to conduct business in the State of Texas. Registration is obtained from the Texas Secretary of State or specified county office, which will also provide certification thereof.

Respondent must not have had a contract terminated for cause with any customers within the last **twenty-four (24) months**.

Respondent must provide sufficient evidence of financial strength. Respondent must not have filed bankruptcy within the past **ten (10) years.** 

#### 5.9.4 Tab 4: Corporate Background and Experience

The following information shall be submitted with the firm's (or Respondent's) solicitation response:

**Business Organization**: State the firm's legal name. Give the firm's principal address and the satellite office(s) from which services under this contract will be conducted (if any). Provide company background and information. Identify parent company if you are a subsidiary. Provide a brief background description of your company, including the name(s) of its owner(s) and/or its principal officer(s), the date of origin and/or incorporation. Provide the number of years the firm has been in business, and the number of years the firm has been in business at its principal address.

**Record of Service**: Provide details of your firm's experience demonstrating your ability to successfully provide services (or goods) proposed, and the number of years the firm has actively provided the proposed services (or goods).

Provide specific projects and related responsibilities; describe those provided to higher education institutions, if applicable. Give details on other prior projects providing services related to the solicitation for other public-sector clients. Indicate if licensed to provide services in the State of Texas and provide proof of licensure.

Discuss what other relevant services your firm provides along with your proposed solution that may be beneficial to NTCC.

**References**: Proposers must provide three (3) references for which the firm has provided the **proposed services** (or goods). References must include the name of the company/institution, length of service, contact person, present address, phone number, and email. Experience providing similar services to higher education entities is preferred but not mandatory. References may be checked by NTCC prior to recommendation for award. The successful firm must satisfactorily demonstrate to NTCC experience in providing the **proposed services** (or goods).

**Financial Capacity to Perform:** Bidders are required to submit evidence of financial capacity with their bids. NTCC reserves the right to request additional information at a later

date.

**Conclusion and Proposal Summation**: Condense and highlight the contents of the proposals in such a way as to give the NTCC a complete understanding of the firm's proposal.

# 5.9.5 Tab 5: Litigation

Is your firm a party, in any capacity, to any current, actual or pending litigation? If yes, provide the details of the litigation and explain in detail.

Within the last **six (6) years of business**, has your firm, any predecessor of your firm, or any member of your firm been the subject of any stop order, consent decree, censure, reprimand, or any other disciplinary action? If yes, explain in detail.

Respondent shall disclose any lawsuits in which the firm is or was a party, for the **preceding five (5) years, and the resulting outcomes**. If the **Respondent becomes a party of any lawsuit within 60 days after proposal submission**, the Respondent's must notify NTCC immediately.

#### 5.9.6 Tab 6: Services Defined

Fully describe the services your firm will provide to NTCC (See **Article 2**, Scope of Work). Include detailed information regarding your firm's controls relevant to the confidentiality, sensitivity, privilege, and privacy of student information, and controls to protect the security and integrity of NTCC data.

#### 5.9.7 Tab 7: Value-Added Benefits

Describe any services or deliverables that are not required by the proposal that the Respondent proposes to provide at no additional cost to NTCC. Respondents are not required to propose value-added benefits, but the inclusion of such benefits may be considered more favorably.

#### 5.9.8 Tab 8: Additional Information.

Include any additional relevant information not requested above for consideration.

# 5.10 PART II - Cost Proposal

The cost proposal must include the following information in tabbed sections, as follows:

#### 5.10.1 TAB 1: Cost of Services and All Elements of Cost

Respondents must base their cost proposals on the Scope of Work described in **Article 2.** This section should include any business, economic, legal, programmatic, or practical assumptions that underlie the proposed cost for the Services. NTCC reserves the right to accept or reject any assumptions.

Respondent must describe all costs or range of costs (one-time and ongoing) associated with the proposed solution, identifying separately by line-item estimated product fees, relevant fee rates, implementation support fees, customer support fees, ad hoc consulting fee and any other potential industry costs associated with the purchase. In addition to possible license

costs, what other costs are associated with successful implementation.

Related support costs the company provides to assist in the implementation process and throughout the life of contracts established (or product purchase) costs for all items proposed in the solution.

If applicable, the respondent must separately identify transition costs, value-added benefits, cost-savings, and cost-avoidance methods and measures, and the effect of such methods in accordance with the Scope of Work.

Note: Respondents must submit their cost for the proposed, clearly marked with the respondent's name, the solicitation number, and the solicitation submission date.

#### 5.11 Access to Financial Data

The selected respondent will have limited access to the NTCC's financial data. The selected respondent must have an approach to ensure security and measures that will provide security and protection of NTCC systems. The selected respondent must also have an approach to providing NTCC with a disaster recovery plan. In addition, the selected respondent must, upon request, provide documentation on its proposed security and disaster recovery solutions.

# 5.12 Bonding

Respondents submitting a proposal must have an errors and omissions policy with minimum limit of \$2,000,000 per occurrence and furnish a certificate with their proposal. NTCC reserves the right to require the Respondents to procure one or more performance, fidelity, payment, or other bonds, if during the term of the contract. NTCC in its sole discretion determines that there is a business need for such a requirement.

#### 5.13 Certifications and Other Required Forms

NTCC encourages respondents to carefully review all forms and submit questions regarding the proposal requirements prior to the proposal submission deadline identified in **Article 1**.

#### 5.14 News Releases

Prior to the final award, Respondents may not issue a press release or provide any information for public consumption regarding its participation in the procurement.

Requests should be directed to the NTCC Point of Contact identified in ARTICLE 1.

# **5.15 Incomplete Proposals**

NTCC may reject without further consideration a proposal that does not include a complete, comprehensive, or total solution as requested by the solicitation.

#### 5.16 Copyright Restriction

NTCC will not consider any proposal that bears copyright.

#### 5.17 Additional Information

By submitting a proposal, the Respondents grants NTCC the right to obtain information from any lawful source regarding the respondent's and its directors', officers', and employees':

- past business history, practices, and conduct;
- ability to supply the goods and services; and ability to comply with contract requirements.

By submitting a proposal, a Respondent generally releases from liability and waives all claims against any party providing NTCC information about the Respondent. NTCC may take such information into consideration in evaluating proposals.

#### 6 ARTICLE 6 - PROPOSAL EVALUATION

Proposals will be evaluated in accordance with Texas Education Code, Chapter 44, Subchapter B, Section 44.031(f), Texas Government Code and Section 2254.003 associated with the proposed services, as follows:

NTCC will conduct evaluations of the submitted proposals.

Any response that takes exception to any mandatory item(s) in this solicitations process may be rejected and not considered. Any response to the solicitation that does not include a response to all the required information may also be rejected and not considered.

A notation of "Not applicable" as appropriate will be considered a valid response.

#### 6.1 Evaluation and Selection:

NTCC will review submissions of proposals and select finalists based upon the listed evaluation criteria. NTCC reserves the right, at its sole discretion, to accept the proposal, which it considers most favorable to the College's interest.

NTCC reserves the right to negotiate, when applicable, with any and all Respondents regarding their proposal, and to request oral presentations from any one or all respondents. NTCC reserves the right to accept or reject any qualified proposal, to reject any and all proposals, and to waive minor informalities.

NTCC will use a formal evaluation process to select the successful respondent. NTCC will consider capabilities or advantages that are clearly described in the proposal, which may be confirmed by oral presentations, site visits, demonstrations, and references contacted by NTCC. NTCC reserves the right to contact individuals, entities, or organizations that have had dealings with the respondent or proposed staff, whether or not identified in the proposal.

NTCC will more favorably evaluate proposals that offer no or few exceptions, reservations, or limitations to the terms and conditions of the solicitation, including the NTCC's Terms and Conditions.

#### 6.2 Evaluation Criteria

The NTCC Board of Trustees has delegated the Vice President for Administrative Services to select the following criteria for evaluating firms to provide **Property and Casualty Insurance** as part of the overall contracting process provided in the Texas Education Code Section 44.031 to contract from this solicitation. **NTCC will evaluate proposals based on demonstrated competence and Proposals and the fairness and reasonableness of the price.** To evaluate these criteria, NTCC will consider the following factors:

#### 6.2(A) Selection Process:

**Step 1:** Respondents who submit timely responses to this RFP will be evaluated and ranked in the competitive range of scores among all Respondents, which the Respondent receives according to the selection criteria in **Section 6.2(B)**.

**Step 2:** Qualified Respondent's rates (or fee schedules), which are submitted in response to the RFP will be reviewed, for reasonableness, by the NTCC to determine the overall best value to NTCC for this procurement and project.

The NTCC may also conduct interviews.

**6.2 (B) Selection Criteria:** Respondents to the RFP will be evaluated and ranked based on the competitive range of scores among all Respondent based on the criteria and weights listed below:

Overall Contract Cost (30%)

Quality, reliability and successful experience of the Respondent in the last five (5) years of past performance of Insurance Services to other community colleges, institutions of higher education and other governmental and public entities, etc., for similar projects (20%).

Quality of the Respondent services defined and the extent to which services meets NTCC's needs (15%).

Overall Qualifications of the Respondent's Financial Strength (25%).

Quality and responsiveness of the submittal (10%).

Acceptance of Evaluation Methodology:

By submitting a proposal in response to **RFP** respondent accepts the evaluation process and acknowledges and accepts that determination of the "most qualified" firms/respondents will require subjective judgments by NTCC.

BY SUBMITTING A RESPONSE TO THIS RFP THE RESPONDENT AGREES THAT IT WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST NTCC, NTCC'S EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES AND MEMBERS OF NTCC'S GOVERNING BODY, IN CONNECTION WITH OR ARISING OUT OF THIS RFP INCLUDING THE ADMINISTRATION OF THE RFP THE BASIS FOR SELECTION, THE EVALUATION OF THE RESPONSES, THE METHOD USED FOR SELECTION, AND ANY DISCLOSURE OF INFORMATION REGARDING THE RESPONSES OR EVALUATIONS. THE SUBMISSION OF PROPOSALSS CONSTITUTES THE ACCEPTANCE BY THE RESPONDENT OF THE EVALUATION TECHNIQUE DESCRIBED IN THIS RFP.

#### 6.3 Initial Compliance Screening

NTCC will perform an initial screening of all proposals received. Unsigned proposals are subject to rejection without further evaluation. Proposals that do not include all required forms will result in automatic disqualification.

#### 6.4 Competitive Range Determinations

NTCC may determine that certain proposals are within the competitive range for consideration for negotiation and possible contract award, for proposals that receive the highest or most satisfactory evaluation. NTCC may, in the interest of administrative efficiency, place reasonable limits on the number of proposals that will be included in the competitive range.

# 6.5 Pre-Bid Meetings

NTCC will not hold a pre-bid on-site meeting.

# 6.6 Oral Presentations and/or Site Visits for the Purpose of Demonstrations

NTCC may, at its sole discretion, request oral presentations, site visits, and/or demonstrations from one or more respondents included in the competitive range. NTCC will notify selected respondents of the time and location for these activities and may supply agendas or topics for discussion. NTCC reserves the right to ask additional questions during oral presentations, site visits, and or demonstrations to clarify the scope and content of the written proposal.

The respondent's oral presentation, site visit, and/or demonstration must substantially represent material included in the written proposal, and should not introduce new concepts or offers unless specifically requested by NTCC.

#### 6.7 Best and Final Offers

NTCC may, but is not required to, permit proposals to prepare one or more revised offers. For this reason, respondents are encouraged to treat their original proposal, and any revised offers requested by NTCC, as best and final offers.

# 6.8 Clarifications with Respondents

NTCC may, but is not required to, conduct clarifications with all, some, or none of the respondents included in the competitive range for the purpose of obtaining the best value for NTCC. NTCC may conduct clarification for the purpose of:

- clarifying proposal's ambiguities;
- requesting modifications to a proposal; and/or
- obtaining a best and final offer.

NTCC may make an award that represents the best value to the College.

#### 7 ARTICLE 7 - CONTRACT TERMS AND CONDITIONS

# 7.1 Scope of Work

Respondent shall provide NTCC **Property and Casualty Insurance** Such goods and services are to be provided in accordance with the provisions, terms and conditions of the resulting contract and consistent with Respondent's proposal response to NTCC's **RFP # RFP-2023-01 (the "RFP").** The **RFP** and Respondent's proposal response ("Response") <u>are both incorporated to the resulting contract for all purposes and will be attached hereto the resulting as Exhibits "A" and "B" respectively.</u>

#### 7.2 Term of Contract and Renewal

Assuming continued availability of funding, the term of this Contract shall commence on "Effective Date" and shall continue for a period of 1 year. Coverage shall be for one year beginning March 1, 2023, and the rates quoted shall be guaranteed for that period. As an option, we will consider a three-year quote.

# 7.3 Compensation

Vendor shall be compensated for satisfactory goods received and services performed pursuant to this Contract, which pricing shall be based upon the price and fee schedule established in Vendor's Response in Step 2.

The compensation payable under this Contract must be approved by the NTCC Board of Trustees because the resulting contracts may exceed Fifty Thousand Dollars (\$50,000.00) per fiscal year, unless otherwise provided by written amendment hereto.

#### 7.4 NTCC's TERMS AND CONDITIONS

#### 7.4.1 Contract Not a Guarantee of Purchase

This Contract is not a guarantee of purchase. Purchases shall be made subject to fund availability, budgetary concerns, and other matters affecting, or which may affect, the services to be performed.

### 7.4.2 Warranty

As applicable, unless otherwise agreed in writing prior to award, the warranty for all goods or services purchased under this Contract shall be from the date of installation. Vendor must be an authorized dealer, distributor or manufacturer of the product(s) offered.

# 7.4.3 Indemnification

TO THE MAXIMUM EXTENT PERMITTED BY LAW, VENDOR SHALL SAVE AND HOLD HARMLESS AND INDEMNIFY NTCC AGAINST ANY AND ALL LIABILITY,

CLAIMS AND COSTS OF WHATSOEVER KIND AND NATURE OCCURRING IN CONNECTION WITH OR IN ANY INCIDENT TO OR ARISING OUT OF THE PERFORMANCE OF WORK IN CONNECTION WITH THIS CONTRACT, INCLUDING ANY CLAIMS ARISING IN WHOLE OR IN PART OUT OF THE NEGLIGENT ACTS OR OMISSIONS OF VENDOR.

This clause shall survive the termination of this contract, until the period for which the Respondent is determined to be liable in accordance with local, state, or federal statutes or regulations.

#### 7.4.4 Insurance Requirements

Successful respondent shall procure and maintain at its own expense the following minimum insurance coverages insuring all services, work activities, and contractual obligations undertaken in this contract. These insurance policies must be written by insurers acceptable to NTCC.

### 7.4.5 Insurance limits for contracts over \$50,000 includes:

Commercial General Liability Insurance

Covering all duties, services or work to be performed (under the contract); insurance will provide

limits of:

Policy aggregate \$2,000,000 Each occurrence \$1,000,000 Products/completed operations aggregate \$1,000,000

**Professional Liability Insurance Limits** 

Aggregate \$2,000,000 Each wrongful act \$1,000,000

Automobile Liability Insurance

Aggregate \$500,000 Per occurrence \$500,000

Workers' Compensation Insurance

Providing the statutory benefits for the State of Texas and Employer's Liability Insurance for all

contracts in the amount of:

Bodily Injury by accident: \$1,000,000 Bodily Injury by person: \$1,000,000

An Original Certificate of Insurance

Must be submitted from the insurer/agent prior to the issuance of the Notice to Proceed. The insurance carriers must be acceptable to NTCC, generally an AM Best A- IX or better rating. The General Liability and Automobile Liability Certificate of Insurance must name Northeast Texas Community College District as an additional insured.

All certificates except Professional Liability shall include a Waiver of Subrogation for coverages. Vendors must maintain the required limits of insurance as specified in the contract. They must also inform the College of any changes in insurance carriers, policy effective dates, or agents at least 30 days prior to such change, except if the policy is canceled for non-payment of premium, in which case the notice shall be 10 days.

NTCC shall bear no financial responsibility for Respondent's insurance coverage

#### 7.4.6 PRICES AND INVOICING

Prices shall be provided based on the prices and fee schedule in response provided. Pricing for any goods shipped to NTCC shall be FOB DESTINATION, Prepaid and Allowed to NTCC locations – NORTHEAST TEXAS COMMUNITY COLLEGE and shall include all charges associated with the cost of the completion of the contract.

Vendor shall submit an invoice with NET 30 day payment terms for services performed for NTCC under the terms of this Contract. The invoice shall be directed to Accounts Payable, Northeast Texas Community College at 2886 FM 1735, Mount Pleasant, Texas 75455 or <a href="mailto:app@mtcc.edu">ap@mtcc.edu</a>. The invoice shall contain a complete itemization of delivered goods and/or services, the total amount due, invoice number, invoice date, the designated project number, if applicable, and NTCC's purchase order number. All payments for goods or services under this Contract shall be made in compliance with Texas Government Code Chapter 2551.

Prices shall remain firm during the initial term of the contract and for any extension thereof; provided, however, if contract costs have substantially and materially increased, Respondent may request a price increase. The request for price increases shall be submitted in writing at least sixty (60) days prior to the proposed effective date of the increase and shall be fully documented as to the reason(s) therefore. NTCC shall determine whether the request is reasonable and either grant the request, purchase services from another source, or re-bid the contract. The price increase cannot exceed 5% of the original contract price.

### 7.4.7 Contracts Subject to Texas Business and Commerce Code

Where applicable, this Contract is governed by, among other legal standards, Chapters 1-9 of the Texas Business and Commerce Code.

#### 7.4.8 Taxes

NTCC is exempt from federal excise, state and local taxes unless otherwise stated in this document. NTCC claims exemption from all sales and/or use taxes under Texas Tax Code Section 151.309, as amended. To claim the benefit of this exemption for performance of work hereunder, Vendor must comply with such procedures as may be prescribed by the State Comptroller of Public accounts. Upon request, Texas Limited Sales Tax Exemption Certificates will be furnished to Vendor.

## 7.4.9 Compliance with Laws

Vendor shall comply with all federal, state, and local privacy laws or regulations applicable to the covered data and information provided by NTCC, including but not limited to: the Family Educational Rights and Privacy Pre-Engineered Building FIRM of 1974 (FERPA); the Health Insurance Portability and Accountability Pre-Engineered Building FIRM of 1996 (HIPAA); Standards for Privacy of Individually Identifiable Health Information. In the event of a security breach within the Vendor's control and covered under the Texas Breach Notification Law (Texas Business and Commerce Code, Chapter §521), Vendor shall bear all responsibility and expense for complying with the disclosure and notification requirements under that statute.

# 7.4.10 Severability

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and specifications as though the invalid portion had been omitted.

# 7.4.11 Assignment

Neither this contract nor any portion of it may be assigned without the written approval of NTCC's Vice President for Administrative Services.

#### 7.4.12 Conflict of Interest

No contract for the purchase of personal property or service shall be awarded to any vendor where the contract would violate the applicable state laws and NTCC'spolicies and regulations regarding conflicts of interest. NTCC trustees, employees, and their spouses, are prohibited from accepting gifts or entertainment from vendors of NTCC.

In accordance with Chapter 176, Local Government Code, any individual or business entity that contracts for the sale or purchase of property, goods, or services with NTCC must file a Vendor Conflict of Interest Questionnaire with the Business Office of NTCC, whether or not a conflict exists, and in the event that a conflict arises, no later than the 7th business day after Vendor becomes aware of facts that require filing.

Form CIQ, Conflict of Interest Questionnaire for Vendor or Other Person Doing Business with Local Government Entity can be found at: <a href="www.ethics.state.tx.us/filinginfo/conflict\_forms.htm">www.ethics.state.tx.us/filinginfo/conflict\_forms.htm</a>. (Exhibit C-2)

#### 7.4.13 Termination for Convenience

The performance of work, services, or provision of goods under this contract may be terminated by either party in accordance with this clause in whole or, from time-to-time, in part, whenever it is determined that such termination is in the best interest of NTCC or Vendor. Any such termination shall be effective by delivery of a "Notice of Termination" to the other party, specifying the extent to which performance of work under this Contract is terminated and the date upon which the termination becomes effective. In the event such termination is exercised by NTCC, NTCC shall be liable for the payment of all approved work performed prior to the Notice of Termination. In the event such termination is by Respondent, Respondent shall either perform all approved work or shall reimburse NTCC for payments already made to Vendor by NTCC; such reimbursement shall be acceptable to NTCC and shall be made within thirty (30) days of Respondent's Notice of Termination.

# 7.4.14 Termination for Default

By written notice, NTCC may terminate this Contract, in whole or in part, for failure of Vendor to perform any of the provisions of this Contract.

#### 7.4.15 Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from acts of God, strikes, lockouts, riots, acts of war, epidemics, fire, tornadoes, earthquakes or other natural disasters.

#### 7.4.16 Bankruptcy

NTCC may terminate this Contract without prejudice to any rights hereunder for non-performance,

as determined by NTCC, if Vendor files for voluntary bankruptcy; is determined to have made a transfer in fraud of its creditors; files a legal proceeding under any similar law or statute of the United States or any state thereof; a permanent receiver or trustee in bankruptcy is appointed for Vendor; or if an order for relief shall be entered against the financial institution in any proceedings filed by or against the financial institution there under.

In the event that a proceeding for involuntary bankruptcy is instituted against Vendor, the act of such an involuntary petition has been filed shall not be considered an event of default until sixty (60) days after the filing of said petition for involuntary bankruptcy, in order that the financial institution might, during that sixty (60) days period, have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default.

# 7.4.17 Attorney's Fees

If either party hereto should retain legal counsel for the purpose of enforcing any term or condition of this Contract in court, then the prevailing party shall be entitled to recover all damages, costs, and expenses, including but not limited to, reasonable and necessary attorney's fees thereby incurred.

#### 7.4.18 Dispute Resolution

The Parties hereto shall attempt to resolve any controversy or claim arising from any contractual matter by non-binding mediation. When one Party to this Contract determines that a dispute exists and invokes this clause, the parties will have 30 days to agree on a mediator. If no mediator can be agreed upon within 30 days after this clause is invoked, either party may proceed to file an action in court to resolve the initially identified dispute. Both Parties shall share equally in the costs assigned thereto, and mediation shall take place within the Northeast Texas Community College taxing district.

# 7.4.19 Governing Law and Venue

This Contract shall be construed in and governed under and by the laws of the State of Texas, without giving effect to its Choice of Law provisions. Venue for any action or remedy pursued by either party shall be pursued in a court of competent jurisdiction in Titus County, Texas, only after the parties have jointly participated in a non-binding mediation session as required by 7.17.

#### 7.4.20 Successors

This Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.

# 7.4.21 Extra Contractual Products and Services

NTCC reserves the right to purchase products and services of a related or similar nature and kind from Vendor. Such services and products, if purchased, shall be on an as needed basis at Vendor's then prevailing prices; provided that such prices are deemed reasonable by NTCC.

#### 7.4.22 Texas Government Code Chapter 2270 Compliance

In compliance with Texas Government Code § 2270.002, Vendor verifies by its authorized

signature below that it does not boycott Israel and will not boycott Israel for the term of this Contract.

#### 7.4.23 Exhibits

The following Exhibits are attached hereto the solicitation and incorporated herein by reference and the rights and obligations contained therein are hereby incorporated into and shall be a part of the resulting contract and contained in the main body of the resulting contract.

RFP (as published)
VENDOR RESPONSE
PRICE SCHEDULE (if not set out in the Response)
LETTER OF CLARIFICATION (if needed and noted in scope paragraph)

#### 7.4.24 Entire Agreement

The resulting Contract constitutes the entire agreement between the Parties as to the subject matter hereof. All prior negotiations or representations, whether written or verbal, that are not incorporated herein are superseded by this Contract. No changes in or additions to this Contract will be recognized unless made in writing and signed by all Parties.

# SUBMISSION CHECKLIST

This checklist is provided for Respondent's convenience only and identifies documents that must be submitted with this Solicitation in order to be considered responsive. <u>Any proposal responses received without these requisite documents will be deemed non-responsive in conjunction with the advertised specifications, and will not be considered for contract award.</u>

1)	One (1) "original" signed (hard copy) Business Proposal response (Part I)	
2)	One (1) individual electronic copies of the <b>Business Proposal (Part I)</b> on a USB flash drive (PDF Format)	
3)	One (1) "original" (hard copy) Cost Proposal response (Part II)	
4)	One (1) individual electronic copies of the <b>Cost Proposal (Part II)</b> on a USB flash drive (PDF Format).	
5)	Signed Addenda issued for the Solicitation (if applicable)	
6)	Respondent Certification Form (Exhibit A)	
7)	Vendor Application Form (Exhibit B) and W9 (IRS.gov)	
8)	Respondent's Affidavit of Non-Collusion and Non-Conflict of Interest and Anti-Lobbying (C-1 of 2)	
9)	Conflict of Interest Questionnaire (C-2 of 2)	
10)	Business Proposal (Part I): Section 5.9 (Items/TABs 1-7)	
11)	Cost Proposal (Part II): Section 5.10 (Item/TAB 1)	

#### **DEFINITIONS**

"Addendum" means a written clarification or revision to any solicitation issued by NTCC.

"Northeast Texas Community College" means NTCC, the College or District as established its procurement requirements under Texas Education Code, Chapter 44, NTCC Board of Trustees Policy CF (Local), Texas Government Code Procurement Laws, and the College's policies and procedures.

"NTCC Holidays" means when NTCC offices are officially closed. NTCC Holidays generally include Labor Day, Thanksgiving, Winter Break, MLK Day, Spring Break, and Memorial Day, in addition to other designated holidays identified as "College Closed" in the Academic Calendar published online at https://www.ntcc.edu/academics/academic-calendars for each academic year.

"Board of Trustees" means the governing body of NTCC.

"Centralized Master Bidders List (CMBL)" means the master database listing of active registered vendors and historically underutilized businesses (HUBs) mailing list for vendors to receive bid opportunities based on the products or services they can provide to the State of Texas.

"Contract" means the contract awarded as a result of this solicitation and all exhibits thereto.

"Contract Manager" means the College point of contact for all decisions or approvals, and shall include his or her designee(s) and such person or persons as may from time to time be authorized to represent NTCC with respect to any or all matters pertaining to food services.

<u>"Respondent"</u> means any vendor or supplier of commodities or services to a College under a purchase order contract or NTCC contract.

"<u>Historically Underutilized Business (HUB)</u>" means an entity as defined by Chapter 2161 of the Texas Government Code.

"Prime Respondent" means the lead respondent under an NTCC contract.

"Respondent" means the entity responding to this Solicitation or submitting a proposal response.

<u>"Response"</u> means a submission made in answer to an invitation for bid, request for proposal, request for qualifications, or other purchase solicitation document, which may take the form of a bid, proposal, offer, or other applicable expressions of interest.

<u>"Solicitation"</u> means any request for proposal, request for Proposals, or competitive sealed proposal, including any exhibits and addenda, if any.

<u>"State"</u> means the State of Texas and its instrumentalities, including NTCC, any other state agency or community college, its officers, employees, or authorized agents.

<u>"Subrespondent"</u> means a person who contracts with a prime respondent to work or contribute toward completing work for a governmental entity as defined by the Texas Government Code, Chapter 2251.

**Exhibits** 

**EXHIBIT A** 

#### **CERTIFICATION FORM**

I hereby certify that the company whose name appears on this Certification, to submit this response and to execute a contract on behalf of said company.

I certify that this response is submitted with all items required under Part I of the invitation for solicitation; and

I certify that this response meets all the requirements of the solicitation, that it shall remain firm for a period of one hundred and twenty (120) days, and that I have read the terms and conditions and acknowledge that they shall be the terms and conditions of the purchase order contract awarded pursuant hereto.

Authorized
Signature:
D 14 N
Print Name:
Titlo
Title:
Company Name:
Company
Address:
Telephone:
E-mail:
Date:
Date
Federal Tax
ID Number:
TAUTIDOT.
DUNS Number:

# EXHIBIT B Vendor Application Form

	Ver	ndor Inf	orma	ntion						
Company Name:										
Order Address:		R	Remittance Address:							
			☐ Same as Order Address							
City, State Zip:			City, S	State Zip	:					
Phone #:		Ī	ax #	!						
Contact Name:		(	Conta	act Title:						
Contact Email:		(	Comp	oany Wel	osite:					
Tax ID/EIN #:										
☐ BuyBoard ☐ DIR ☐ Other: Please List:	☐ TBPC ☐ TCPN ☐  ve is a Historically Underuti			□ TPASS			-	<del>                                     </del>		
Business (HUB). (Please s		IIIZ <b>e</b> u					□ Yes			
inority/women group members inority/women group members ogram page at, http://www.win	red Business is defined as a business, or in the case of a publicly-over with their principal place of busined w.state.tx.us/procurement/pooxes below to indicate all general equipment, supplies, mater	wned bus usiness in prog/hub. neral pro	ness, Texa	at least 5 s. To learr	1% of the name ab	stock is out HUB	owned and ma please visit the company. Util	naged by e State of ize the lin		
Athletic supplies/equip.	☐ Awards/Trophies	□A	ıdio \	/isual equ	ipment	☐ Building Maint. supplies				
2 / tanotio ouppiloo/oquip.							manig Manic. o	upplies		
Business/office supplies	☐ Vocational supplies		st Ai	d / Medica			oor covering/su			
	☐ Vocational supplies☐ Furniture	□ Fi suppl	st Aides		nl	□ Flo		urfaces		
Business/office supplies	**	□ Fi suppl □ G	rst Aid es round	d / Medica	upplies	□ Flo	oor covering/su	urfaces erials		

### EXHIBIT C-1 of 2

#### **Affidavit Prohibited Activities**

Solicitation Requirements, Contract Forms and Conditions of the Contract

#### NORTHEAST TEXAS COMMUNITY COLLEGE DISTRICT

#### RESPONDENT'S AFFIDAVIT OF NON-COLLUSION

## NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING FOR SOLICITATION RESPONSE NO.

The undersigned "Affiant" is a duly authorized representative of the Respondent for the purpose of making this Affidavit, hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

#### Terms:

- A. "Northeast Texas Community College District" and "NTCC" are synonymous.
- B. "Local Government Officer" and "NTCC Agent" are synonymous.
- C. "Respondent", as used herein, includes the individual or business entity submitting the solicitation response and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Respondent, and anyone or any entity acting for or on behalf of the Respondent including a subrespondent in connection with this solicitation.
- D. "Conflicts of Interest Questionnaire" <a href="https://www.ethics.state.tx.us/forms/CIQ-New-2015.pdf">https://www.ethics.state.tx.us/forms/CIQ-New-2015.pdf</a> (Exhibit C-2)
- E. "NTCC Agent" as used herein, includes the individual(s) for the purpose of this Affidavit includes:
  - Board of Trustees
  - President
  - Executive Vice President
  - Vice Presidents
  - Employees in the Business Office/Unit
  - Employees in the Facilities and Construction department/unit; and
  - Employees with direct or indirect participation in the Solicitation process.
- 1. Anti-Collusion Statement. The Respondent has not and will not in any way directly or indirectly:
  - a. Colluded, conspired, or agreed with any other person, firm, corporation, respondent or potential respondent the amount of this solicitation response or the terms or conditions of this solicitation response.
  - b. Paid or agreed to pay any other person, firm, respondent or potential respondent any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached response or the response of any other respondent.
- 2. Preparation of the Solicitation and Contract Documents. The Respondent has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying solicitation or contract documents., In addition, the Respondent has not otherwise participated in the preparation or development of the underlying solicitation or contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Respondents, so as to have an unfair advantage over other Respondents, provided that the Respondent may have provided relevant product or process information to a consultant in the normal course of its business.
- 3. Participation in Decision Making Process. The Respondent has not participated in the evaluation of

responses or responses or other decision making process for this solicitation, and, if Respondent is awarded a contract hereunder, no individual, agent, representative, consultant or sub-respondent or consultant associated with Respondent, who may have been involved in the evaluation or other decision making process for this solicitation, will have any direct or indirect financial interest in the Contract, provided that the Respondent may have provided relevant product or process information to a consultant in the normal course of its business.

- 4. Present Knowledge. Respondent is not presently aware of any potential or actual conflicts of interest regarding this solicitation, which either enabled Respondent to obtain an advantage over other Respondents or would prevent Respondent from advancing the best interests of NTCC in the course of the performance of the Contract.
- 5. **Purchasing Rules.** No individual with substantial interest in the Respondent's company is a NTCC agent or employee; and no individual with substantial interest in respondent's company is related to any NTCC agent of employee within the first, second or third degree of consanguinity (e.g., a parent, child, brother, sister, grandparent, etc.) or affinity.
- 6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Respondent:
  - does not have an employment or other business relationship with any local government officer
    of NTCC or a family member of that officer that results in the officer of family member
    receiving taxable income;
  - b. has not given a local government officer of NTCC one or more gifts, other than gifts of food lodging transportation or entertainment accepted as a guest, that have an aggregate value of more than
    - \$50 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that NTCC is considering doing business with the Respondent.

As required by Chapter 176, Respondent must have filed a Conflicts of Interest Questionnaire with the Business Office no later than the seventh business day after the commencement of contract discussions or negotiations with the NTCC or the submission of a Solicitation response, response to a solicitation, or other writing related to a potential contract with NTCC. The questionnaire must be updated not later than the seventh day after the date of an event that would make a statement in the questionnaire inaccurate or incomplete. There are statutory penalties for failure to comply with Chapter 176.

7. **Anti-Lobbying.** Between the date that the solicitation was issued and the date of full execution of the Contract, Respondent has not made and will not make a representation to a member of NTCC or NTCC Agent, other than the authorized contact person for the solicitation.

If the Respondent cannot affirmatively swear and subscribe to the forgoing statements, the Respondent shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Signature:	Date:	
Printed Name		
Title		
Firm/Entity		
Respondent's Explanation:		
<del></del>		

# **EXHIBIT C-2 of 2**

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government	OFFICE USE ONLY
Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section	Date Received
176.006(a). By law this questionnaire must be filed with the records administrator of the local	
governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section	
176.006(a-1), Local Government Code.  A vendor commits an offense if the vendor knowingly violates Section 176.006,	
Local Government Code. An offense under this section is a misdemeanor.  Name of vendor who has a business relationship with local governmental entity.	
Check this box if you are filing an update to a previously filed questionnaire.	
(The law requires that you file an updated completed questionnaire with the appropria later than the 7th business day after the date on which you became aware that the original was incomplete or inaccurate.)	lly filed questionnaire
Name of local government officer about whom the information in this section is be	eing disclosed.
Name of Officer  This section (item 3 including subparts A, B, C, & D) must be completed for each officer with employment or other business relationship as defined by Section 176.001(1-a), Local Govern additional pages to this Form CIQ as necessary.	
A. Is the local government officer named in this section receiving or likely to receive to than investment income, from the vendor?	exable income, other
Yes No	
B. Is the vendor receiving or likely to receive taxable income, other than investment indirection of the local government officer named in this section AND the taxable income the local governmental entity?  Yes  No	
C. Is the filer of this questionnaire employed by a corporation or other business entity the local government officer serves as an officer or director, or holds an ownership interest more?	
Yes No	
<ul> <li>D. Describe each employment or business and family relationship with the local government of this section.</li> </ul>	ment officer named in

**Appendix** 



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# Auto, Liability, and Property Detailed Claims Report as of January 03, 2023

\* Estimate of damage reserves pending

#### Northeast Texas Community College

Coverage Period from March 01, 2018 thru February 28, 2023

	Claim Ref. #	Claimant Name	Date of Loss	Status	Total Incurred	Fund Paid	Recoveries	Member Paid	Total Outstanding	Accident Description
Auto Liability							Contrac	t Number P2	25500-2017-1	Coverage Period: 03/01/2018 to 03/01/2019
2018071005	108	Blondell*Judith	3/5/18	Close	1,672	672	0	1,000	0	Member driver attempting to make left turn across traffic, when other vehicle coming from oncoming traffic, and made impact with member vehicle.
Totals : 03/01/20	18 to 03/	01/2019			1,672	672	0	1,000	0	COUNT OF CLAIMS 1
Auto Liability No claims repor	ted for t	nis coverage term.					Contrac	t Number P2	25500-2018-1	Coverage Period: 03/01/2019 to 03/01/2020
Auto Liability No claims repor	ted for t	nis coverage term.					Contrac	t Number P2	25500-2019-1	Coverage Period: 03/01/2020 to 02/28/2021
Auto Liability No claims report	ted for t	his coverage term.					Contract I	lumber P225	500-2021-001	Coverage Period: 03/01/2021 to 02/28/2022
Auto Liability							Contract I	lumber P225	500-2022-001	Coverage Period: 03/01/2022 to 02/28/2023
2022007074	161	,	3/29/22	Close	0	0	0	0	0	Employee, Emily Ellis, was on a recruiting visit at the Longview Early Graduation High School in her personal vehicle and was backed into the parking
Totals: 03/01/20	22 to 02/	28/2023			0	0	0	0	0	COUNT OF CLAIMS 1

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Auto, Liability, and Property
Detailed Claims Report as of January 03, 2023

\* Estimate of damage reserves pending

#### **Northeast Texas Community College**

Coverage Period from March 01, 2018 thru February 28, 2023

	Event Number	Claim Ref. #	Claimant Name	Date of Loss	Status	Total Incurred	Fund Paid	Recoveries	Member Paid	Total Outstanding	Accident Description		
-	Totals for Auto	Liability :				1,672	672	0	1,000	0	COUNT OF CLAIMS	2	

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# Auto, Liability, and Property Detailed Claims Report as of January 03, 2023

\* Estimate of damage reserves pending

#### Northeast Texas Community College

Coverage Period from March 01, 2018 thru February 28, 2023

Event Number	Claim Ref. #	Claimant Name	Date of Loss	Status	Total Incurred	Fund Paid	Recoveries	Member Paid	Total Outstanding	Accident Description
Auto Physica	ıl Damage	•					Contrac	t Number P2	25500-2017-1	Coverage Period: 03/01/2018 to 03/01/2019
2018071075	275		3/10/18	Close	53,654	41,272	382	12,000	0	Hail-1.75"
Totals : 03/01/2	2018 to 03/	01/2019			53,654	41,272	382	12,000	0	COUNT OF CLAIMS 1
Auto Physica	ıl Damage	•					Contrac	t Number P2	25500-2018-1	Coverage Period: 03/01/2019 to 03/01/2020
2019076119	408		7/23/19	Close	2,992	1,992	0	1,000	0	Member car side swiped a dumpster.
Totals : 03/01/2	019 to 03/	01/2020			2,992	1,992	0	1,000	0	COUNT OF CLAIMS 1
Auto Physica No claims repo	_	enis coverage term.					Contrac	t Number P2	25500-2019-1	Coverage Period: 03/01/2020 to 02/28/2021
Auto Physica No claims repo	_	e nis coverage term.					Contract N	lumber P225	500-2021-001	Coverage Period: 03/01/2021 to 02/28/2022
Auto Physica No claims repo	_	anis coverage term.					Contract N	lumber P225	500-2022-001	Coverage Period: 03/01/2022 to 02/28/2023
Totals for Auto	Physical I	Damage :			56,645	43,263	382	13,000	0	COUNT OF CLAIMS 2

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# Auto, Liability, and Property Detailed Claims Report as of January 03, 2023

\* Estimate of damage reserves pending

#### Northeast Texas Community College

Coverage Period from March 01, 2018 thru February 28, 2023

Event Number	Claim Ref. #	Claimant Name	Date of Loss	Status	Total Incurred	Fund Paid	Recoveries	Member Paid	Total Outstanding	Accident Description
Crime No claims rep	orted for t	nis coverage term.					Contrac	t Number P2	25500-2017-1	Coverage Period: 03/01/2018 to 03/01/2019
Crime No claims rep	orted for t	nis coverage term.					Contrac	t Number P2	25500-2018-1	Coverage Period: 03/01/2019 to 03/01/2020
Crime No claims rep	orted for t	nis coverage term.					Contrac	t Number P2	25500-2019-1	Coverage Period: 03/01/2020 to 02/28/2021
Crime No claims rep	orted for t	nis coverage term.					Contract N	lumber P225	5500-2021-001	Coverage Period: 03/01/2021 to 02/28/2022
Crime  No claims rep	orted for t	nis coverage term.					Contract N	lumber P225	500-2022-001	Coverage Period: 03/01/2022 to 02/28/2023

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# Auto, Liability, and Property Detailed Claims Report as of January 03, 2023

\* Estimate of damage reserves pending

#### Northeast Texas Community College

Coverage Period from March 01, 2018 thru February 28, 2023

Event Number	Claim Ref. #	Claimant Name	Date of Loss	Status	Total Incurred	Fund Paid	Recoveries	Member Paid	Total Outstanding	Accident Description
Equipment E		n his coverage term.					Contrac	et Number P2	25500-2017-1	Coverage Period: 03/01/2018 to 03/01/2019
Equipment E		<b>n</b> his coverage term.					Contrac	et Number P2	25500-2018-1	Coverage Period: 03/01/2019 to 03/01/2020
Equipment E		<b>n</b> his coverage term.					Contrac	ct Number P2	25500-2019-1	Coverage Period: 03/01/2020 to 02/28/2021
Equipment E		n his coverage term.					Contract I	Number P225	500-2021-001	Coverage Period: 03/01/2021 to 02/28/2022
Equipment E		n his coverage term.					Contract I	Number P225	5500-2022-001	Coverage Period: 03/01/2022 to 02/28/2023

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Auto, Liability, and Property
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#### Northeast Texas Community College

Coverage Period from March 01, 2018 thru February 28, 2023

Event Claim Number Ref. #	mant Name	Date of Loss	Status	Total Incurred	Fund Paid	Recoveries	Member Paid	Total Outstanding	Accident Description	•
General Liability  No claims reported for this co	verage term.					Contract	Number P2	25500-2017-1	Coverage Period: 03/01/2018 to 03/01/2019	
General Liability  No claims reported for this co	verage term.					Contract	Number P2	25500-2018-1	Coverage Period: 03/01/2019 to 03/01/2020	
General Liability  No claims reported for this co	verage term.					Contract	Number P2	25500-2019-1	Coverage Period: 03/01/2020 to 02/28/2021	
General Liability						Contract N	umber P225	500-2021-001	Coverage Period: 03/01/2021 to 02/28/2022	
2021019265 672 Dani	iel, Hedy	10/11/21	Close	0	0	0	0	0	Student slipped on wet floor and hurt her knee.	
Totals: 03/01/2021 to 02/28/202	22			0	0	0	0	0	COUNT OF CLAIMS	1
General Liability  No claims reported for this co	verage term.					Contract N	umber P225	500-2022-001	Coverage Period: 03/01/2022 to 02/28/2023	
Totals for General Liability :				0	0	0	0	0	COUNT OF CLAIMS	1

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# Auto, Liability, and Property Detailed Claims Report as of January 03, 2023

\* Estimate of damage reserves pending

#### Northeast Texas Community College

Coverage Period from March 01, 2018 thru February 28, 2023

Event Number	Claim Ref. #	Claimant Name	Date of Loss	Status	Total Incurred	Fund Paid	Recoveries	Member Paid	Total Outstanding	Accident Description
Privacy & In		Security his coverage term.					Contrac	t Number P2	225500-2017-1	Coverage Period: 03/01/2018 to 03/01/2019
Privacy & In		Security his coverage term.					Contrac	t Number P2	225500-2018-1	Coverage Period: 03/01/2019 to 03/01/2020
Privacy & In		Security his coverage term.					Contrac	t Number P2	25500-2019-1	Coverage Period: 03/01/2020 to 02/28/2021
Privacy & In		Security his coverage term.					Contract I	Number P225	5500-2021-001	Coverage Period: 03/01/2021 to 02/28/2022
Privacy & In		Security his coverage term.					Contract I	Number P225	5500-2022-001	Coverage Period: 03/01/2022 to 02/28/2023

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# Auto, Liability, and Property Detailed Claims Report as of January 03, 2023

\* Estimate of damage reserves pending

#### Northeast Texas Community College

Coverage Period from March 01, 2018 thru February 28, 2023

Event Number	Claim Ref. #	Claimant Name	Date of Loss	Status	Total Incurred	Fund Paid	Recoveries	Member Paid	Total Outstanding	Accident Description
Property							Contrac	t Number P2	25500-2017-1	Coverage Period: 03/01/2018 to 03/01/2019
2018071075	227	Northeast Texas Community College	3/10/18	Close	449,420	424,420	0	25,000	0	Hail-1.75"
Totals : 03/01/20	018 to 03	01/2019			449,420	424,420	0	25,000	0	COUNT OF CLAIMS 1
Property No claims repo	rted for t	his coverage term.					Contrac	t Number P2	25500-2018-1	Coverage Period: 03/01/2019 to 03/01/2020
Property							Contrac	t Number P2	25500-2019-1	Coverage Period: 03/01/2020 to 02/28/2021
2021002895	123	Northeast Texas Community College	2/17/21	Close	229,991	224,991	0	5,000	0	The main exchange barrel on our Carrier chiller froze resulting in failure of the heat transfer between the refrigerant and the circulating waterDO
Fotals : 03/01/20	020 to 02	/28/2021			229,991	224,991	0	5,000	0	COUNT OF CLAIMS 1
Property No claims repo	rted for t	his coverage term.					Contract N	umber P225	500-2021-001	Coverage Period: 03/01/2021 to 02/28/2022
Property No claims repo	rted for t	his coverage term.					Contract N	umber P225	500-2022-001	Coverage Period: 03/01/2022 to 02/28/2023

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Auto, Liability, and Property
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#### Northeast Texas Community College

Coverage Period from March 01, 2018 thru February 28, 2023

Event Number	Claim Ref. #	Claimant Name	Date of Loss	Status	Total Incurred	Fund Paid	Recoveries	Member Paid	Total Outstanding	Accident Description	
Totals for Prop	perty:		1		679,411	649,411	0	30,000	0	COUNT OF CLAIMS	2

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# Auto, Liability, and Property Detailed Claims Report as of January 03, 2023

\* Estimate of damage reserves pending

#### Northeast Texas Community College

Coverage Period from March 01, 2018 thru February 28, 2023

Event Number	Claim Ref. #	Claimant Name	Date of Loss	Status	Total Incurred	Fund Paid	Recoveries	Member Paid	Total Outstanding	Accident Description
School Crisi		ge his coverage term.					Contract N	umber PWC2	225500-2019-1	Coverage Period: 09/01/2019 to 09/01/2020
School Crisi		ge his coverage term.					Contract N	umber PWC2	225500-2020-1	Coverage Period: 09/01/2020 to 08/31/2021
School Crisi		<b>ge</b> his coverage term.					Contract l	Number P22	5500-2021-002	Coverage Period: 09/01/2021 to 08/31/2022

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#### Auto, Liability, and Property Detailed Claims Report as of January 03, 2023

\* Estimate of damage reserves pending

#### Northeast Texas Community College

Coverage Period from March 01, 2018 thru February 28, 2023

Event Number	Claim Ref. #	Claimant Name	Date of Loss	Status	Total Incurred	Fund Paid	Recoveries	Member Paid	Total Outstanding	Accident Description
SP Legal Liab	-	his coverage term.					Contract	Number P	225500-2017-1	Coverage Period: 03/01/2018 to 03/01/2019
SP Legal Liab	oility						Contract	Number P	225500-2018-1	Coverage Period: 03/01/2019 to 03/01/2020
2019075758	944	Keith, Jessica	5/31/19	Close	27,088	24,588	0	2,500	0	Claimant, women's head softballcoach, alleges she and her program were targeted due to her gender andretaliation.
Totals : 03/01/2	019 to 03/	01/2020			27,088	24,588	0	2,500	0	COUNT OF CLAIMS 1
SP Legal Liak	•	his coverage term.					Contract	Number P	225500-2019-1	Coverage Period: 03/01/2020 to 02/28/2021
SP Legal Liak	•	his coverage term.					Contract N	umber P22	5500-2021-001	Coverage Period: 03/01/2021 to 02/28/2022
SP Legal Liab	•	his coverage term.					Contract N	umber P22	5500-2022-001	Coverage Period: 03/01/2022 to 02/28/2023
Totals for SP L	egal Liabi	lity:			27,088	24,588	0	2,500	0	COUNT OF CLAIMS 1
Grand Total:					764,816	717,934	382	46,500	0	COUNT OF CLAIMS 8

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Bldg ID	Building Name, Construction Type And Address	Date of Inspection	Scope of Service*	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprink- ler	Avg. Story Hght	Firs	Total Sq. Ft.	Building CRN	Contents CRN	Land Improv. CRN	Total CRN
Member:	225500 NORTHEAST TEXAS COMMU	JNITY COLLE	GE												
Site:	001 NORTHEAST TEXAS COMMUNIT	TY COLLEGE					•								
1A	ADMINISTRATION BUILDING 4 - MASONRY NON-COMBUSTIBLE (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455	10/6/2015	Т	1985	Y	Y	Y	N	12	1	11,673	2,584,096	348,335	0	2,932,431
	Latitude: N 33-06-17.4 Longitude: W 094-52-53.4														
1AC	SOFTBALL CONCESSIONS BUILDING 2 - JOISTED MASONRY (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455	10/6/2015	Т	2007	N	N	N	N	9	2	1,500	230,647	12,954	0	243,601
	Latitude: N 33-06-10.4 Longitude: W 094-52-46.7														
1AF	TRACK STORAGE BUILDING 1 - FRAME (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455	10/6/2015	Т	2007	N	N	N	N	8	1	133	9,966	2,778	0	12,744
	Latitude: N 33-06-12.2 Longitude: W 094-52-49.8														
1AH	BATTING CAGE 3 - NON-COMBUSTIBLE (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455	10/6/2015	Т	2007	N	N	N	N	14	1	2,656	132,408	5,607	0	138,015
	Latitude: N 33-06-18.5 Longitude: W 094-52-53.3														

<sup>\*</sup> The Scope of Service is indicated as follows: (A) full scope appraisal, (C) client supplied data, (D) desk top analysis, (T) trend analysis, (BV) building value client supplied, (CV) content value client supplied. See accompanying summary appraisal report.



#### TASB Risk Management Fund

Bldg ID	Building Name, Construction Type And Address	Date of Inspection	Scope of Service*	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprink- ler	Avg. Story Hght	Firs	Total Sq. Ft.	Building CRN	Contents CRN	Land Improv. CRN	Total CRN
Member:	225500 NORTHEAST TEXAS COM	MUNITY COLLE	GE				-								
Site:	001 NORTHEAST TEXAS COMMUN	IITY COLLEGE					-								
1AI	BASEBALL HOME DUGOUT 2 - JOISTED MASONRY (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455	10/6/2015	Т	2010	N	N	N	N	7	1	496	32,746	0	0	32,746
	Latitude: N 33-06-12.1 Longitude: W 094-52-49.6														
1AJ	BASEBALL VISITOR DUGOUT 2 - JOISTED MASONRY (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455	10/6/2015	Т	2010	N	N	N	N	8	1	496	32,746	0	0	32,746
	Latitude: N 33-06-12.2 Longitude: W 094-52-49.6														
1AK	SOFTBALL VISITOR DUGOUT 2 - JOISTED MASONRY (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455	10/6/2015	Т	2010	N	N	N	N	8	1	450	39,865	1,389	0	41,254
	Latitude: N 33-06-12.2 Longitude: W 094-52-50.0														
1AL	SOFTBALL HOME DUGOUT 2 - JOISTED MASONRY (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455	10/6/2015	Т	2010	N	N	N	N	8	1	450	28,475	0	0	28,475
	Latitude: N 33-06-12.0 Longitude: W 094-52-49.4														
1AM	TICKET BOOTH 1 - FRAME (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455	10/6/2015	Т	2010	N	N	N	N	7	1	90	2,784	0	0	2,784
	Latitude: N 33-06-12.2 Longitude: W 094-52-49.7														

<sup>\*</sup> The Scope of Service is indicated as follows: (A) full scope appraisal, (C) client supplied data, (D) desk top analysis, (T) trend analysis, (BV) building value client supplied, (CV) content value client supplied. See accompanying summary appraisal report.

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Bldg ID	Building Name, Construction Type And Address	Date of Inspection	Scope of Service*	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprink- ler	Avg. Story Hght	Firs	Total Sq. Ft.	Building CRN	Contents CRN	Land Improv. CRN	Total CRN
Member:	225500 NORTHEAST TEXAS COMM	UNITY COLLE	GE				-								
Site:	001 NORTHEAST TEXAS COMMUNI	TY COLLEGE					-								
1AN	WEIGHT ROOM 3 - NON-COMBUSTIBLE (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455	10/6/2015	Т	2010	N	N	N	N	12	1	4,000	314,647	148,259	0	462,906
	Latitude: N 33-06-12.0 Longitude: W 094-52-49.9														
1AO	ATHLETIC SERVICE CENTER 1 - FRAME (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455	10/6/2015	Т	2010	N	N	N	N	10	2	1,350	250,578	20,151	0	270,729
	Latitude: N 33-06-12.3 Longitude: W 094-52-49.7														
1AP	MAINTENANCE STORAGE BUILDING 3 - NON-COMBUSTIBLE (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455	10/6/2015	Т	2007	N	N	N	N	16	1	7,200	545,295	133,865	0	679,160
	Latitude: N 33-06-00.6 Longitude: W 094-52-56.5														
1B	LEARNING RESOURCE CENTER 4 - MASONRY NON-COMBUSTIBLE (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455	10/6/2015	Т	1985	Y	Y	Y	N	14	1	15,087	4,336,726	1,840,992	0	6,177,718
	Latitude: N 33-06-17.1 Longitude: W 094-52-54.3														

<sup>\*</sup> The Scope of Service is indicated as follows: (A) full scope appraisal, (C) client supplied data, (D) desk top analysis, (T) trend analysis, (BV) building value client supplied, (CV) content value client supplied. See accompanying summary appraisal report.



Bldg ID	Building Name, Construction Type And Address	Date of Inspection	Scope of Service*	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprink- ler	Avg. Story Hght	Firs	Total Sq. Ft.	Building CRN	Contents CRN	Land Improv. CRN	Total CRN
Member:	225500 NORTHEAST TEXAS COMM	UNITY COLLE	GE												
Site:	001 NORTHEAST TEXAS COMMUNI	TY COLLEGE					-								
1C	BUSINESS TECHNOLOGY BUILDING 4 - MASONRY NON-COMBUSTIBLE (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455	10/6/2015	Т	1985	Y	Y	Y	N	16	1	18,876	4,155,912	1,093,943	0	5,249,855
1D	Latitude: N 33-06-17.2 Longitude: W 094-52-53.2 STUDENT UNION 4 - MASONRY NON-COMBUSTIBLE (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455	10/6/2015	Т	1985	Y	Y	Y	N	12	1	16,194	4,239,911	312,350	0	4,552,261
1E	Latitude: N 33-06-17.6 Longitude: W 094-52-53.4 MATH/SCIENCE CLASSROOMS 4 - MASONRY NON-COMBUSTIBLE (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455	10/6/2015	Т	1985	Y	Y	Y	N	15	1	19,346	4,688,390	747,048	0	5,435,438
1F	Latitude: N 33-06-19.2 Longitude: W 094-52-54.0 BUILDING H 4 - MASONRY NON-COMBUSTIBLE (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455 Latitude: N 33-06-18.0 Longitude: W 094-52-58.8	10/6/2015	Т	1985	Y	Y	Y	N	14	1	19,074	4,688,390	552,728	0	5,241,118

<sup>\*</sup> The Scope of Service is indicated as follows: (A) full scope appraisal, (C) client supplied data, (D) desk top analysis, (T) trend analysis, (BV) building value client supplied, (CV) content value client supplied. See accompanying summary appraisal report.



Bldg ID	Building Name, Construction Type And Address	Date of Inspection	Scope of Service*	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprink- ler	Avg. Story Hght	Firs	Total Sq. Ft.	Building CRN	Contents CRN	Land Improv. CRN	Total CRN
Member:	225500 NORTHEAST TEXAS COMM	IUNITY COLLE	GE				•								
Site:	001 NORTHEAST TEXAS COMMUN	ITY COLLEGE					•								
1G	PHYSICAL FITNESS ANNEX 4 - MASONRY NON-COMBUSTIBLE (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455	10/6/2015	Т	1985	Y	Υ	Y	N	12	1	4,150	979,537	80,607	0	1,060,144
1H	Latitude: N 33-06-24.5 Longitude: W 094-52-58.1 INDUSTRIAL TECHNOLOGY 4 - MASONRY NON-COMBUSTIBLE (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455	10/6/2015	Т	1985	Y	Y	Y	N	14	1	12,852	2,366,264	503,789	0	2,870,053
11	Latitude: N 33-06-10.5 Longitude: W 094-52-56.8 WHATLEY CENTER AUDITORIUM 4 - MASONRY NON-COMBUSTIBLE (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455	10/6/2015	Т	1990	Y	Y	Y	N	28	1	25,670	10,118,551	336,819	0	10,455,370
1J	Latitude: N 33-06-16.3 Longitude: W 094-52-52.7 INDUSTRIAL TECHNOLOGY #2 4 - MASONRY NON-COMBUSTIBLE (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455 Latitude: N 33-06-17.1 Longitude: W 094-52-54.2	10/6/2015	Т	1985	Y	N	Y	N	12	1	18,714	4,329,607	903,943	0	5,233,550

<sup>\*</sup> The Scope of Service is indicated as follows: (A) full scope appraisal, (C) client supplied data, (D) desk top analysis, (T) trend analysis, (BV) building value client supplied, (CV) content value client supplied. See accompanying summary appraisal report.



Bldg ID	Building Name, Construction Type And Address	Date of Inspection	Scope of Service*	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprink- ler	Avg. Story Hght	Firs	Total Sq. Ft.	Building CRN	Contents CRN	Land Improv. CRN	Total CRN
Member:	225500 NORTHEAST TEXAS COMM	UNITY COLLE	GE				•								
Site:	001 NORTHEAST TEXAS COMMUNI	TY COLLEGE					=								
1K	WEST RESIDENCE HALL 4 - MASONRY NON-COMBUSTIBLE (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455	10/6/2015	Т	1992	N	Y	Y	N	9	1	28,536	5,626,638	1,389	0	5,628,027
	Latitude: N 33-06-11.6 Longitude: W 094-52-50.7														
1L	FIELD HOUSE 3 - NON-COMBUSTIBLE (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455	10/6/2015	Т	1993	N	Y	Υ	N	12	1	6,000	834,315	0	0	834,315
	Latitude: N 33-06-12.2 Longitude: W 094-52-49.8														
1M	UNIVERSITY AND HEALTH SCIENCES 4 - MASONRY NON-COMBUSTIBLE (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455	10/6/2015	Т	2005	Y	Y	Y	Y	20	2	39,314	11,382,837	1,900,005	0	13,282,842
	Latitude: N 33-06-21.1														
1N	VOCATIONAL TECHNOLOGY 4 - MASONRY NON-COMBUSTIBLE (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455	10/6/2015	Т	2005	Y	Y	Y	N	14	1	18,840	4,591,575	738,411	0	5,329,986
	Latitude: N 33-06-17.8 Longitude: W 094-52-53.2														

<sup>\*</sup> The Scope of Service is indicated as follows: (A) full scope appraisal, (C) client supplied data, (D) desk top analysis, (T) trend analysis, (BV) building value client supplied, (CV) content value client supplied. See accompanying summary appraisal report.



Bldg ID	Building Name, Construction Type And Address	Date of Inspection	Scope of Service*	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprink- ler	Avg. Story Hght	Firs	Total Sq. Ft.	Building CRN	Contents CRN	Land Improv. CRN	Total CRN
Member:	225500 NORTHEAST TEXAS COMM	UNITY COLLE	GE				•								
Site:	001 NORTHEAST TEXAS COMMUNI	TY COLLEGE													
10	CRIMINAL JUSTICE CENTER 4 - MASONRY NON-COMBUSTIBLE (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455	10/6/2015	Т	2005	Y	Y	Y	N	15	1	9,944	2,737,861	287,880	0	3,025,741
1P	Latitude: N 33-06-13.2 Longitude: W 094-52-58.6 STUDENT HOUSING EAST 4 - MASONRY NON-COMBUSTIBLE (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455	10/6/2015	Т	2011	Y	Y	Y	N	9	2	37,660	7,832,018	700,987	0	8,533,005
1Q	Latitude: N 33-06-13.1 Longitude: W 094-52-42.6 PHYSICAL FITNESS CENTER 4 - MASONRY NON-COMBUSTIBLE (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455	10/6/2015	Т	2011	Y	Y	Y	N	12	1	6,467	1,615,950	184,243	0	1,800,193
1R	Latitude: N 33-06-13.1 Longitude: W 094-52-42.3 MAINTENANCE BUILDING 3 - NON-COMBUSTIBLE (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455 Latitude: N 33-06-00.1 Longitude: W 094-52-56.5	10/6/2015	т	1987	N	N	N	N	13	1	5,400	425,700	201,517	0	627,217

<sup>\*</sup> The Scope of Service is indicated as follows: (A) full scope appraisal, (C) client supplied data, (D) desk top analysis, (T) trend analysis, (BV) building value client supplied, (CV) content value client supplied. See accompanying summary appraisal report.



#### TASB Risk Management Fund

Bldg ID	Building Name, Construction Type And Address	Date of Inspection	Scope of Service*	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprink- ler	Avg. Story Hght	Firs	Total Sq. Ft.	Building CRN	Contents CRN	Land Improv. CRN	Total CRN
Member:	225500 NORTHEAST TEXAS COMI	MUNITY COLLE	GE				•								
Site:	001 NORTHEAST TEXAS COMMUN	NITY COLLEGE					•								
1S	RODEO ARENA PRESS BOX 3 - NON-COMBUSTIBLE (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455	10/6/2015	Т	2010	N	N	N	N	9	1	160	27,051	0	0	27,051
	Latitude: N 33-05-58.6 Longitude: W 094-52-51.0														
1T	HORSE BARN 3 3 - NON-COMBUSTIBLE (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455	10/6/2015	Т	1999	N	N	N	N	10	1	840	35,593	0	0	35,593
	Latitude: N 32-55-13.7 Longitude: W 097-17-16.4														
1V	HORSE BARN 2 3 - NON-COMBUSTIBLE (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455	10/6/2015	Т	1999	N	N	N	N	9	1	6,000	239,189	0	0	239,189
	Latitude: N 33-05-49.7 Longitude: W 094-52-51.1														
1W	HORSE BARN 1 3 - NON-COMBUSTIBLE (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455	10/6/2015	Т	1999	N	N	N	N	12	1	6,000	259,122	0	0	259,122
	Latitude: N 33-05-50.7 Longitude: W 094-52-49.6														
1Y	CONCESSIONS BUILDING 3 - NON-COMBUSTIBLE (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455	10/6/2015	T	2007	N	N	N	N	10	1	2,226	216,409	18,712	0	235,121
	Latitude: N 33-05-58.1 Longitude: W 094-52-52.0														

<sup>\*</sup> The Scope of Service is indicated as follows: (A) full scope appraisal, (C) client supplied data, (D) desk top analysis, (T) trend analysis, (BV) building value client supplied, (CV) content value client supplied. See accompanying summary appraisal report.

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Bldg ID	Building Name, Construction Type And Address	Date of Inspection	Scope of Service*	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprink- ler		Firs	Total Sq. Ft.	Building CRN	Contents CRN	Land Improv. CRN	Total CRN
Member:	225500 NORTHEAST TEXAS COMM	UNITY COLLE	GE				-								
Site:	001 NORTHEAST TEXAS COMMUNI	TY COLLEGE					•								
999	LAND IMPROVEMENTS X - NOT APPLICABLE (0 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455		Т	0	N	N	N	N	0	0	0	0	0	1,353,981	1,353,981
	Latitude: Longitude:														
Total Site	001 NORTHEAST TEXAS COMM	UNITY COLLEC	GE							•	347,844	79,931,799	11,078,701	1,353,981	92,364,481
Site:	001 NORTHEAST TEXAS COMMUN	ITY COLLEGE					_								
1AE	MAINTENANCE STORAGE BUILDING 1 - FRAME (100 %), 2886 FARM MARKET 1735 MOUNT PLEASANT, TX 75455	10/6/2015	Т	2000	N	N	N	N	8	1	325	11,389	5,607	0	16,996
	Latitude: N 33-06-00.0 Longitude: W 094-52-56.9														
Total Site	001 NORTHEAST TEXAS COMM	UNITY COLLE	GE								325	11,389	5,607	0	16,996
Site:	002 INDUSTRIAL TECHNOLOGY TR	AINING CENTI	ER												
2A	INDUSTRIAL TECHNOLOGY TRAINING CENTER 3 - NON-COMBUSTIBLE (100 %), 1100 LAKEWOOD DRIVE MOUNT PLEASANT, TX 75455 Latitude: N 33-10-22.9 Longitude: W 094-59-39.2	10/6/2015	Т	2010	Y	Y	Y	Y	16	1	18,750	3,751,567	919,775	0	4,671,342

<sup>\*</sup> The Scope of Service is indicated as follows: (A) full scope appraisal, (C) client supplied data, (D) desk top analysis, (T) trend analysis, (BV) building value client supplied, (CV) content value client supplied. See accompanying summary appraisal report.



Bldg ID	Building Name, Construction Type And Address	Date of Inspection	Scope of Service*	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprink- ler	Avg. Story Hght	Firs	Total Sq. Ft.	Building CRN	Contents CRN	Land Improv. CRN	Total CRN
Member:	225500 NORTHEAST TEXAS COM	IMUNITY COLLEC	GE												
Site:	002 INDUSTRIAL TECHNOLOGY	TRAINING CENTE	ER .												
999	LAND IMPROVEMENTS X - NOT APPLICABLE (0 %), 1100 LAKEWOOD DRIVE MOUNT PLEASANT, TX 75455		Т	0	N	N	N	N	0	0	0	0	0	9,966	9,966
	Latitude: Longitude:														
Total Site	002 INDUSTRIAL TECHNOLOG	Y TRAINING CEI	NTER							-	18,750	3,751,567	919,775	9,966	4,681,308
Site:	003 CULINARY ARTS														
3A	CULINARY ARTS 2 - JOISTED MASONRY (100 %), 114 JEFFERSON STREET PITTSBURG, TX 75686	10/6/2015	Т	1902	Y	N	N	N	11	2	6,286	805,840	178,485	0	984,325
	Latitude: N 32-59-41.7 Longitude: W 094-57-57.5														
Total Site	003 CULINARY ARTS									-	6,286	805,840	178,485	0	984,325

<sup>\*</sup> The Scope of Service is indicated as follows: (A) full scope appraisal, (C) client supplied data, (D) desk top analysis, (T) trend analysis, (BV) building value client supplied, (CV) content value client supplied. See accompanying summary appraisal report.



Bldg ID	Building Name, Construction Type And Address	Date of Inspection	Scope of Service*	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprink- ler	Avg. Story Hght	Firs	Total Sq. Ft.	Building CRN	Contents CRN	Land Improv. CRN	Total CRN
Member:	225500 NORTHEAST TEXAS COMM	UNITY COLLEC	GE				•								
Site:	004 HANSEN SEWELL CENTER														
4A	HANSEN SEWELL CENTER 4 - MASONRY NON-COMBUSTIBLE (100 %), 237 COLLEGE STREET PITTSBURG, TX 75686	10/6/2015	Т	2005	N	Y	Y	N	12	1	6,727	1,657,238	260,532	0	1,917,770
	Latitude: N 32-59-44.0 Longitude: W 094-57-47.5														
999	LAND IMPROVEMENTS X - NOT APPLICABLE (0 %), 237 COLLEGE STREET PITTSBURG, TX 75686		Т	0	N	N	N	N	0	0	0	0	0	46,983	46,983
	Latitude: Longitude:														
Total Site	004 HANSEN SEWELL CENTER									-	6,727	1,657,238	260,532	46,983	1,964,753
Site:	005 WHATLEY AGRICULTURE COM	IPLEX													
450389	AG SOILS LAB		С	2015					0	1	868	34,792	3,473	0	38,265
	2885 FM 1735 MOUNT PLEASANT, TX 75455														
	Latitude: Longitude:														
450392	QUONSET GREEN HOUSE		С	2011					0	1	1,323	13,917	1,389	0	15,306
	2886 FM 1735 MOUNT PLEASANT, TX 75455														
	Latitude: Longitude:														

<sup>\*</sup> The Scope of Service is indicated as follows: (A) full scope appraisal, (C) client supplied data, (D) desk top analysis, (T) trend analysis, (BV) building value client supplied, (CV) content value client supplied. See accompanying summary appraisal report.



Bldg ID	Building Name, Construction Type And Address	Date of Inspection	Scope of Service*	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprink- ler	Avg. Story Hght	Firs	Total Sq. Ft.	Building CRN	Contents CRN	Land Improv. CRN	Total CRN
Member:	225500 NORTHEAST TEXAS COMM	UNITY COLLE	GE												
Site:	005 WHATLEY AGRICULTURE CON	IPLEX					•								
5A	AGRICULTURE BUILDING 4 - MASONRY NON-COMBUSTIBLE (100 %), 2885 FM 1735 MOUNT PLEASANT, TX 75455	10/6/2015	Т	2010	Y	Υ	Y	N	18	1	9,138	2,631,080	177,046	0	2,808,126
	Latitude: N 33-06-23.2 Longitude: W 094-52-39.9														
5B	WHATLEY AG PAVILION 3 - NON-COMBUSTIBLE (100 %), 2885 FM 1735 MOUNT PLEASANT, TX 75455	10/6/2015	Т	2010	N	N	N	N	24	1	9,520	479,803	0	0	479,803
	Latitude: N 33-06-23.4 Longitude: W 094-52-42.1														
5C	AGRICULTURE BARN 3 - NON-COMBUSTIBLE (100 %), 2885 FM 1735 MOUNT PLEASANT, TX 75455	10/6/2015	Т	2011	N	N	N	N	10	1	2,520	105,356	0	0	105,356
	Latitude: N 33-06-23.2 Longitude: W 094-52-42.0														
999	LAND IMPROVEMENTS X - NOT APPLICABLE (0 %), 2885 FM 1735 MOUNT PLEASANT, TX 75455		Т	0	N	N	N	N	0	0	0	0	0	35,593	35,593
	Latitude: Longitude:														
Total Site	005 WHATLEY AGRICULTURE C	OMPLEX								-	23,369	3,264,948	181,908	35,593	3,482,449

<sup>\*</sup> The Scope of Service is indicated as follows: (A) full scope appraisal, (C) client supplied data, (D) desk top analysis, (T) trend analysis, (BV) building value client supplied, (CV) content value client supplied. See accompanying summary appraisal report.



Bldg ID	Building Name, Construction Type And Address	Date of Inspection	Scope of Service*	Year Built	Entry Alarm	Manual Fire Alarm	Auto Fire Alarm	Sprink- ler	Avg. Story Hght	Firs	Total Sq. Ft.	Building CRN	Contents CRN	Land Improv. CRN	Total CRN
Member:	225500 NORTHEAST TEXAS COM	MUNITY COLLE	GE				•								
Site:	006 PLANT MANAGER RESIDEN	CE					-								
6A	RESIDENTIAL HOME 1 - FRAME (100 %), 980 COUNTY ROAD 4840 MOUNT PLEASANT, TX 75455	10/6/2015	Т	2000	N	N	N	N	10	1	3,029	382,986	4,167	0	387,153
	Latitude: N 33-06-11.9 Longitude: W 094-52-09.5														
6B	TENANT STORAGE BUILDING 1 - FRAME (100 %), 980 COUNTY ROAD 4840 MOUNT PLEASANT, TX 75455	10/6/2015	Т	2000	N	N	N	N	9	1	528	37,018	0	0	37,018
	Latitude: N 33-06-12.0 Longitude: W 094-52-09.7														
999	LAND IMPROVEMENTS X - NOT APPLICABLE (0 %), 980 COUNTY ROAD 4840 MOUNT PLEASANT, TX 75455		Т	0	N	N	N	N	0	0	0	0	0	59,797	59,797
	Latitude: Longitude:														
Total Site	006 PLANT MANAGER RESID	ENCE								,	3,557	420,004	4,167	59,797	483,968
Total Mem	ber 225500 NORTHEAST TEXAS C	OMMUNITY COL	LEGE								406,858	89,842,785	12,629,175	1,506,320	103,978,280
Grand Tot	al:										406,858	89,842,785	12,629,175	1,506,320	103,978,280

<sup>\*</sup> The Scope of Service is indicated as follows: (A) full scope appraisal, (C) client supplied data, (D) desk top analysis, (T) trend analysis, (BV) building value client supplied, (CV) content value client supplied. See accompanying summary appraisal report.



ID	Description	Make	VIN	Year	Acquired Date	Vehicle License Value Plate	Alt. Fuel	Make Code	Vehicle Category	Vehicle Type	Misc Data
Member:	225500	NORTHEAST TEXAS	COMMUNITY COLLEGE	Ē							
Site:											
49037	BB2 - BUS SEATING 21+ 3909	BLUE BIRD	1BABNCPA0EF303 725	2014	10/01/2013	107,870		BLB	В	BB2	
23800	BB2 - BUS SEATING 21+	CHEVROLET	0839	2004	09/01/2004	77,372		CHV	В	BB2	
23799	BB2 - BUS SEATING 21+	FREIGHTLINER	3843	2002	09/17/2009	49,500		FGH	В	BB2	
31499	CC1 - CAR / SUV	BUICK	2G4WB54L9N14503 69	1992	04/01/2012	2,216		BUK		CC1	DAVISANG
23802	CC1 - CAR / SUV	CHEVROLET	5827	1990		3,000		CHV	С	CC1	
59555	CC1 - CAR / SUV CTA	CHEVROLET	1GNEC13Z56R1485 42	2006	12/08/2014	5,500 117 5848		CHV	С	CC1	
59556	CC1 - CAR / SUV CTA	CHEVROLET	1GNEC030X7R3526 71	2007	12/08/2014	10,000 117 5849		CHV	С	CC1	
102511	CC1 - CAR / SUV CARAVAN	DODGE	2C4RDGB7JR18465 1	2018	02/28/2018	40,000		DOD	С	CC1	
23801	CC1 - CAR / SUV SHELBY MUSTANG	FORD	8T02J14933801137	1968	04/15/2011	150,000		FRD	С	CC1	
110550	CC1 - CAR / SUV TAURUS	FORD	1FAFP52UXWA219 205	1998		14,500		FRD	С	CC1	
23806	CC1 - CAR / SUV	FORD	9826	2003	03/26/2007	3,000		FRD	С	CC1	
23807	CC1 - CAR / SUV CVP	FORD	2553	2004	11/30/2007	11,500		FRD	С	CC1	CVP
101265	CC1 - CAR / SUV MUSTANG SHELBY GTS	FORD	1ZVBP8AM5C52790 79	2012		40,000		FRD	С	CC1	
130849	CC1 - CAR / SUV ESCAPE SE	FORD	1FMCU0G6XLUC67 666	2020		30,000		FRD	С	CC1	
113727	CC1 - CAR / SUV ROCKET 88	OLDSMOBILE	498M12916	1949		9,000		OLD	С	CC1	
23810	CC1 - CAR / SUV	TOYOTA	3425	2008	02/01/2011	9,814		TOY	С	CC1	



ID	Description	Make	VIN	Year	Acquired Date	Vehicle License Value Plate	Alt. Fuel	Make Code	Vehicle Category	Vehicle Type	Misc Data
Member:	225500	NORTHEAST TEXAS	COMMUNITY COLLEGE	Ē							
Site:											
69732	CC1 - CAR / SUV HIGHLANDER	ТОҮОТА	5TDYZRFH1JS2754 20	2018	07/23/2015	28,700		TOY	С	CC1	
23804	EV1 - EMERGENCY OR HIGHLY MODIFIED SERVICE VEHICLE CROWN VIC POLIC	FORD	1570	2000	04/26/2011	10,750		FRD	E	EV1	CROWN VIC POLIC
115517	EV1 - EMERGENCY OR HIGHLY MODIFIED SERVICE VEHICLE AMBULANCE	FORD	1FDSE35FX2HA630 51	2002		25,000		FRD	E	EV1	
133725	EV1 - EMERGENCY OR HIGHLY MODIFIED SERVICE VEHICLE	FORD	2FAFP71W77X1409 40	2007	03/15/2012	3,500		FRD	E	EV1	
133724	EV1 - EMERGENCY OR HIGHLY MODIFIED SERVICE VEHICLE CVP	FORD	2FAHP71V69X1291 07	2009	12/08/2014	3,500 120 1750		FRD	E	EV1	
23817	MM1 - MOBILE EQUIPMENT	BUSHHOG MOWER	3210	1999		4,925		BSM	М	MM1	
23821	MM1 - MOBILE EQUIPMENT	DITCH WITCH	4371	2001		8,000		DIT	М	MM1	
23812	MM1 - MOBILE EQUIPMENT	FORD	4694	1989		6,000		FRD	М	MM1	
23813	MM1 - MOBILE EQUIPMENT	FORD	7710	1989		20,000		FRD	M	MM1	
23830	MM1 - MOBILE EQUIPMENT	GOLF CART	2552	2008	08/15/2009	5,771		GOL	M	MM1	
23825	MM1 - MOBILE EQUIPMENT	GRASSHOPPER	4668	2004	03/15/2004	12,500		GRS	M	MM1	
23815	MM1 - MOBILE EQUIPMENT	JOHN DEERE	3715	1993		3,500		JND	M	MM1	
23826	MM1 - MOBILE EQUIPMENT	JOHN DEERE	0501	2004	07/01/2004	5,500		JND	M	MM1	
23827	MM1 - MOBILE EQUIPMENT	JOHN DEERE	0729	2004	07/01/2004	11,770		JND	M	MM1	
						·					



ID	Description	Make	VIN	Year	Acquired Date	Vehicle License Value Plate	Alt. Fuel	Make Code	Vehicle Category	Vehicle Type	Misc Data
Member:	225500	NORTHEAST TEXAS O	COMMUNITY COLLEGE								
Site:											
23828	MM1 - MOBILE EQUIPMENT	JOHN DEERE	6944	2005	12/15/2005	15,943		JND	M	MM1	
52880	MM1 - MOBILE EQUIPMENT 512 LOADER	JOHN DEERE	1P00512XKDX0254 11	2013	04/30/2014	5,400		JND	M	MM1	
55184	MM1 - MOBILE EQUIPMENT 5065E UTILITY TRACTOR W/ LOADER	JOHN DEERE	1PY5065EADB0109 67	2013	04/23/2014	23,000		JND	М	MM1	
52879	MM1 - MOBILE EQUIPMENT 5065E TRACTOR	JOHN DEERE	1PY5065EADB0109 67	2013	04/30/2014	17,562		JND	M	MM1	
23824	MM1 - MOBILE EQUIPMENT	MASSEY-FERGUSON	4233	2002		25,000		MAS	М	MM1	
23818	MM1 - MOBILE EQUIPMENT	MOBILE EQUIPMENT	8 FT TUFF	1999		1,600		MEQ	M	MM1	
23814	MM1 - MOBILE EQUIPMENT	MOWER	1299	1991		15,000		MOW	M	MM1	
23816	MM1 - MOBILE EQUIPMENT	MOWER	2994	1997		15,000		MOW	M	MM1	
23822	MM1 - MOBILE EQUIPMENT	RHINO	0821	2001		7,500		RSH	M	MM1	
23829	MM1 - MOBILE EQUIPMENT	RHINO	15245	2007	09/21/2007	5,784		RSH	M	MM1	
23831	MM1 - MOBILE EQUIPMENT	TRACTOR	Z8JH11301	2009	06/26/2009	31,995		TRC	M	MM1	
23832	MM1 - MOBILE EQUIPMENT	TRACTOR ATTACHMENT	Y8WLE1035 LOADER	2009	06/26/2009	5,340		TRT	М	MM1	
23833	MM1 - MOBILE EQUIPMENT	TRACTOR ATTACHMENT	Y9N042533 BALER	2009	06/26/2009	24,277		TRT	M	MM1	
23819	MM1 - MOBILE EQUIPMENT	WELDER	MILLER WELDER FARM	1999		4,500		WLD	M	MM1	
23820	MM1 - MOBILE EQUIPMENT	WELDER	MILLER WELDER PLANT	1999		4,500		WLD	М	MM1	



ID	Description	Make	VIN	Year	Acquired Date	Vehicle License Value Plate	Alt. Fuel	Make Code	Vehicle Category	Vehicle Type	Misc Data
Member:	225500	NORTHEAST TEXAS	COMMUNITY COLLEG	E							
Site:											
23834	TT1 - TRUCK / VAN (0 - 5 TON)	CHEVROLET	9564	1978		3,000		CHV	Т	TT1	
23835	TT1 - TRUCK / VAN (0 - 5 TON)	CHEVROLET	DONATED	1984		3,000		CHV	T	TT1	
23836	TT1 - TRUCK / VAN (0 - 5 TON)	CHEVROLET	4938	1985		3,000		CHV	T	TT1	
23838	TT1 - TRUCK / VAN (0 - 5 TON)	CHEVROLET	1194	1991		3,000		CHV	Т	TT1	
23839	TT1 - TRUCK / VAN (0 - 5 TON)	CHEVROLET	6720	1991		3,000		CHV	Т	TT1	
23846	TT1 - TRUCK / VAN (0 - 5 TON) 1500 PICKUP	CHEVROLET	9668	2004	07/08/2004	13,327		CHV	Т	TT1	1500 PICKUP
34606	TT1 - TRUCK / VAN (0 - 5 TON) PICKUP	CHEVROLET	1GC1CXC88DF161 883	2013	01/18/2013	41,000 1154465		CHV	Т	TT1	
23837	TT1 - TRUCK / VAN (0 - 5 TON)	DODGE	8359	1987		3,000		DOD	Т	TT1	
23845	TT1 - TRUCK / VAN (0 - 5 TON)	DODGE	9370	2003		17,032		DOD	Т	TT1	
23840	TT1 - TRUCK / VAN (0 - 5 TON) 15 PASS	FORD	2938	1998		25,000		FRD	Т	TT1	15 PASS
23841	TT1 - TRUCK / VAN (0 - 5 TON)	FORD	3207	2000		20,254		FRD	Т	TT1	
23842	TT1 - TRUCK / VAN (0 - 5 TON)	FORD	3716	2000	12/02/2002	12,300		FRD	Т	TT1	
23843	TT1 - TRUCK / VAN (0 - 5 TON)	FORD	8953	2000	11/14/2008	12,500		FRD	Т	TT1	
129801	TT1 - TRUCK / VAN (0 - 5 TON) EXPEDITION	FORD	1FMPU15595LA787 13	2005	09/28/2020	6,000		FRD	Т	TT1	
23849	TT1 - TRUCK / VAN (0 - 5 TON) F150	FORD	7778	2010	06/07/2010	15,112		FRD	Т	TT1	F150
74603	TT1 - TRUCK / VAN (0 - 5 TON) F250	FORD	1FT7W2B66GEC97 217	2016	05/20/2016	28,625		FRD	Т	TT1	



### TASB Risk Management Fund

ID	Description	Make	VIN	A Year	cquired Date	Vehicle License Value Plate	Alt. Fuel	Make Code	Vehicle Category	Vehicle Type	Misc Data
Member:	225500	NORTHEAST TEXAS	COMMUNITY COLLEGE	1							
Site:											
122501	TT1 - TRUCK / VAN (0 - 5 TON) F150	FORD	1FTMF1CB4KKE34 030	2019		30,000		FRD	Т	TT1	
130964	TT1 - TRUCK / VAN (0 - 5 TON) F-150	FORD	1FTEW1E4XLKF16 056	2020		62,000		FRD	Т	TT1	
23859	TT3 - TRAILER / MOTORCYCLE	C&M	1017	2004 08/3	/31/2004	4,500		C&M	Т	TT3	
23853	TT3 - TRAILER / MOTORCYCLE	GOOSENECK	FLATBED	1989		3,000		GOS	Т	TT3	
23856	TT3 - TRAILER / MOTORCYCLE	SHOPMADE	HORSE TRAILER	1999		2,500		SHP	Т	TT3	
23851	TT3 - TRAILER / MOTORCYCLE TRUCK DRIVING	TRAILER	6011	1978		4,500		TRA	Т	TT3	TRUCK DRIVING
23854	TT3 - TRAILER / MOTORCYCLE TRUCK DRIVING	TRAILER	3906	1996		7,000		TRA	Т	TT3	TRUCK DRIVING
23855	TT3 - TRAILER / MOTORCYCLE	TRAILER	9083	1998		3,500		TRA	Т	TT3	
23857	TT3 - TRAILER / MOTORCYCLE	TRAILER	16 FT FLATBED	1999		450		TRA	Т	TT3	
23858	TT3 - TRAILER / MOTORCYCLE	TRAILER	TANDEM AXLE	1999		16,000		TRA	Т	TT3	
23852	TT3 - TRAILER / MOTORCYCLE	UTILITY	W244	1985		500		UTT	Т	TT3	
38110	TT3 - TRAILER / MOTORCYCLE EW2824W	WELLS CARGO	1WC200N26D20304 53	2013 05/0	/02/2013	34,900		WEL	Т	TT3	
Total Cita						1 202 000					

Total Site: 1,293,090



Total Member: 225500 NORTHEAST TEXAS COMMUNITY 1,293,090 COLLEGE 1,293,090

Grand Total: 1,293,090