



PANHANDLE  
REGIONAL  
PLANNING  
COMMISSION

PANHANDLE REGIONAL  
PLANNING COMMISSION  
REGIONAL GOVERNMENT  
SERVICES

INVITATION TO BID

**BID NUMBER: # 260914**

**BID TITLE: PURCHASE & INSTALLATION OF UP TO SIX (6) NEW MANUFACTURED MOBILE HOMES UNDER DISASTER RELIEF HOME PROGRAM**

**DATE DUE: September 14, 2026**

**DUE NO LATER THAN 2:00 P.M.**

Bids will be opened at the Panhandle Regional Planning Commission (PRPC), 415 Southwest Eighth Avenue, Amarillo, Texas, in the Board Room – First Floor – at 2:05 p.m. (as per Regional Services time clock) on the deadline due date. All Bidders are welcome to attend the bid opening.

Bids received later than the date and time above will not be considered.

Please return the bid **ORIGINAL (marked "ORIGINAL")** and an electronic (**PDF format file only**) copy of your BID submittal in a sealed envelope. Be sure that the returned envelope shows the Bid Number, Description, and is marked "SEALED BID".

RETURN BID TO:

by U.S. mail or delivered to the office of Panhandle Regional Planning Commission, Regional Services, 415 Southwest Eighth Avenue, Amarillo, Texas 79101.

**CONTACT PERSON: Lori Gunn, Regional Services Director at 806-372-3381**

**Questions/clarifications must be submitted by: Tuesday, September 3, 2026, before 3:00 p.m. C.S.T.**

(e-mail to [lgunn@theprpc.org](mailto:lgunn@theprpc.org) or by fax to 806-373-3268, attention to Lori Gunn, Regional Services Director) Addendum to respond to all questions/clarifications scheduled for release on September 3, 2026, before end of business hours.

**YOU MUST SIGN BELOW IN INK; FAILURE TO SIGN WILL DISQUALIFY THE OFFER. All prices must be typewritten or written in ink.**

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

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

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

Historically Underutilized Business (State of Texas) Certification VID Number: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ e-mail \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

How did you find out about this Bid? \_\_\_\_\_ (ex: Newspaper, Web, Mail)

**Is Bidder's principal place of Business within the Texas Panhandle Region? ☐ Yes ☐ No**

**If yes, what City:** \_\_\_\_\_

(Your signature attests to your offer to provide the goods and/or services in this bid according to the published provisions of this bid. When an award letter is issued, this Bid becomes the contract. If a Bid required specific Contract is to be utilized in addition to this Bid, this signed Bid will become part of that contract. When an additional Contract is required, a Bid award does not constitute a contract award, and Bid / Contract is not valid until the contract is awarded by the PRPC Board of Directors (when applicable), signed by the Executive Director, and a Purchase Order is issued.

**Bidders/Participants must sign each bid/proposal page to ensure you have read each page's information, terms, conditions and/or required forms. Failure to sign or initial each bid/proposal page will disqualify the BID/PROPOSAL offer.**

# ACKNOWLEDGMENT OF RECEIPT

## PURCHASE & INSTALLATION OF THREE (3) NEW MANUFACTURED MOBILE HOMES UNDER DISASTER RELIEF HOME PROGRAM Bid # 260914

**Please submit this page upon receipt**

For any clarifications, please contact Lori Gunn, Regional Services Director at the Panhandle Regional Planning Commission at: (806) 372-3381 or e-mail at: [lgunn@theprpc.org](mailto:lgunn@theprpc.org)

Please fax or e-mail this page upon receipt of the BID package no later than **August 24, 2026 at 2:00 p.m. CST**. All questions regarding this BID should also be submitted no later than the stated date and time on the BID cover page.

Fax: (806) 373-3268 or E-mail: [lgunn@theprpc.org](mailto:lgunn@theprpc.org)

If you are unable to respond to this BID solicitation, kindly indicate your reason for **“Not Responding/No-Participation”** below and fax or e-mail back to Panhandle Regional Planning Commission. This will ensure you remain active on our vendor list.

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

☐ Yes, I will be able to submit a BID submittal.

☐ No, I will not be able to submit a Bid submittal for the following reason:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

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

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

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

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

## CHECK LIST

Bidders are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Regional Services Department immediately. It is the Bidder's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your bid packet.

- ☒ **Cover Sheet**  
Your company name, address, and your signature (**IN INK**) should appear on this page.
- ☒ **Instructions to Bidders**  
You should be familiar with all of the Instructions to Bidders.
- ☒ **Special Requirements**  
This section provides information you must know in order to make an offer properly.
- ☒ **Specifications / Scope of Work**  
This section contains the detailed description of the product/service sought by the PRPC.

### **Attachments**

- ☒ **Addendum Acknowledgment Form (Page 24 of 43)**  
Be sure to complete this form and return with packet.
- ☒ **Attachments A, B, C, D, E, F, G, & H**  
Be sure to complete these forms and return them with the packet.
- ☒ **Minimum Insurance Requirements**  
Included when applicable
- ☒ **Worker's Compensation Insurance Coverage Rule 110.110**  
This requirement is applicable for a building or construction contract.
- ☐ **Financial Statement**  
When this information is required, you must use this form.

### **Other - Final Reminders To double check before submitting BID**

- ☐ Is your bid sealed with bid #, title, Bidder's Name, & return address, on outside?
- ☐ Did you complete, sign, and submit page 1?
- ☐ Did you provide the number of copies as required on the cover page?
- ☒ Did you visit our website for any addendums?

[www.theprpc.org](http://www.theprpc.org)

If not interested in Bidding please let us know why. Email to: [lgunn@theprpc.org](mailto:lgunn@theprpc.org)

**INSTRUCTIONS FOR SUBMITTING BIDS**  
**PURCHASE & INSTALLATION OF SIX (6) NEW MANUFACTURED MOBILE HOMES UNDER**  
**DISASTER RELIEF HOME PROGRAM**  
**Bid # 260914**

These General Instructions apply to all offers made to the Panhandle Regional Planning Commission, Texas (hereinafter referred to as "PRPC") by all prospective vendors (hereinafter referred to as "Bidder") on behalf of Solicitations, including, but not limited to, Invitations to Bid.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples. Prior to returning your sealed bid response/submittal, all Addendums - if issued - should be reviewed and downloaded by entering the PRPC web [www.theprpc.org](http://www.theprpc.org) Addendums link.

Review this document in its entirety. Be sure your Bid is complete, and double-check your Bid for accuracy.

PRPC is an Equal Employment Opportunity Employer.

**GOVERNING FORMS:** In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, PRPC's interpretation shall govern. Where substitutions are used, they must be of equivalent value or service, and specified by the bidder as such, in the columns to the right on the "Minimum Specifications' Forms". The PRPC's specifications may be exceeded and should be noted by the Vendor as such. Any bid NOT MEETING the Minimum Requirements specified will be rejected.

**GOVERNING LAW: This invitation to bid is governed by the competitive bidding requirements of the PRPC Purchasing Act, Texas Local Government Code, §271.005 et seq., as amended. Bidders shall comply with all applicable federal, state, and local laws and regulations. Bidders are further advised that these requirements shall be fully governed by the laws of the State of Texas and that PRPC may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the PRPC Attorney concerning any portion of these requirements.**

Questions requiring only clarification of instructions or specifications will be handled verbally. Verbal changes to Bids must be backed up by written addendum or written Q/A clarifications which would be posted on the PRPC Web site. Without written Addendum or written Q / A clarification, verbal changes to Bids will not apply.

**Sign the Vendor's Affidavit Notice, complete answers to Attachments A, B, C, D, E, F, G, & H, and return all with your Bid.**

**MINORITY/WOMAN OWNED BUSINESS ENTERPRISE (M/WBE), DISADVANTAGED BUSINESS ENTERPRISE (DBE), AND HISTORICALLY UNDERUTILIZED BUSINESS (HUB):**

PRPC encourages and strives towards an ever-increasing expansion in opportunities for M/WBE's & HUB's in assisting the PRPC for its Purchasing needs.

Objectives of PRPC DISASTER RELIEF HOME PROGRAM

- Ongoing increase in procurement opportunities for M/WBE's & HUB's
- Assisting M/WBE's & HUB's with registration to Bidders List and Bid opportunities that may be of interest
- Directing M/WBE's & HUB's to various beneficial web links giving them additional opportunities

Certification Process: Federal, state, and local regulations determine the type of certification(s) available. Attached below are links to various Certification agencies which are available to assist you in obtaining your M/WBE's & HUB's Certification.

HUB Certification Sources:

- [State of Texas HUB Certification Process](#)

[Historically Underutilized Business \(HUB\) Program \(texas.gov\)](#)    [Texas Statewide HUB System | Texas Comptroller of Public Accounts \(gob2g.com\)](#)

- [Register with State as a HUB Vendor](#)
- [HUB Certification Agreements](#)
- [HUB Minority & Women Organizations](#)

M/WBE's & HUB's Questions PRPC contact:

Lori Gunn, Regional Services Director

P: 806-372-3381 | Email: [lgunn@theprpc.org](mailto:lgunn@theprpc.org)

The PRPC, its contractors, their suppliers and subcontractors, and vendors of goods, equipment, services, and professional services shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with PRPC shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity for all citizens of the Texas Panhandle.

REQUIREMENT OF ALL BIDDERS/PROPOSERS: Each firm responding to this solicitation shall be required to submit with their proposal information regarding minority/women business and HUB business participation in this project.

#### **CONFLICT OF INTEREST QUESTIONNAIRE:**

##### **For vendor or other person doing business with local governmental entity**

This questionnaire must be filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

**By law, this questionnaire must be filed with the records administrator (PRPC's Office) of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed.** See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this Conflict of Interest form, you must file with PRPC's Office subject to above instructions.

can be downloaded at the following website:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

#### **DISCLOSURE OF INTERESTS:**

This questionnaire must be filed with the records administrator (PRPC's Office) of the local government and no later than the 7<sup>th</sup> business day after the person becomes aware of facts that require this statement to be filed. PRPC, Texas requires all persons or firms seeking to do business with the PRPC to **provide the following information if the person becomes aware of facts that require this statement to be filed.**

Every question must be answered. If the question is not applicable, answer with "N/A." Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this disclosure of interest form, you must file with PRPC's Office subject to above instructions.

#### **TEXAS ETHICS COMMISSION FORM 1295**

All Bids prior to award or award of Contract by PRPC Board of Directors will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (on line) Vendor filing procedure be completed by Vendor.

All Vendors being recommended to PRPC Board of Directors for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This Certification Form 1295 must be electronically submitted and printed. Form must be emailed or delivered to PRPC Regional Services Department making the request for form. This process must be completed prior to PRPC Board of Directors Agenda for approval consideration of Bid award. There is no charge for this TEC online process.

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm - on line "New Form 1295 Certificate of Interested Parties Electronic Filing Application" Site at: [1295 Filing Info](#)

BIDDER SHALL SUBMIT BID ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE BID PACKET. In the event of inclement weather and PRPC Offices are officially closed on a bid deadline day, bids will be received until 2:00 p.m. of the next business day. Bids will be opened at the PRPC, 415 Southwest Eighth Avenue, Amarillo, Texas – First Floor – (as per Reception time clock).

BIDS SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

BIDDERS MAY ATTEND PUBLICLY HELD PRPC BOARD OF DIRECTORS MEETING FOR AWARD OF THIS SOLICITATION. All responding bidders are welcome to attend the publicly held PRPC Board of Directors meeting relative to the outcome/award of this solicitation. PRPC Board of Directors agenda date and times may be obtained at the following website: <https://www.theprpc.org/About/Directors/default.html>

SUCCESSFUL VENDOR WILL BE NOTIFIED BY EMAIL.

OPEN RECORDS ACCESS TO ALL INFORMATION SUBMITTED. All information included will be open to the public, other bidders, media as per the Open Records Act and not be confidential in nature. If you deem any information as confidential, it should not be made part of your bid package.

PLEASE NOTE CAREFULLY

THIS IS THE ONLY APPROVED INSTRUCTION FOR USE ON YOUR BID. ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. **ORIGINAL (marked "ORIGINAL")** and an electronic (**PDF format file only**) copy of your BID submittal in sealed envelope **MUST BE SUBMITTED.** Bid shall be placed in an envelope completely closed and properly identified with the name and number of the bid. Bids must be in the Regional Services Department BEFORE the hour and date specified.
2. Bids **MUST** give full firm name, email, and address of the bidder. Failure to sign bid will disqualify it. Person signing bid should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.
3. Bids **CANNOT** be altered or amended after deadline time. Any alterations made before deadline time must be initiated by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the PRPC Board of Directors based on a written acceptable reason.
4. The PRPC is exempt from State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE TAX IN BID.** PRPC claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the PRPC.
5. Any Catalog, brand name or manufacturer's reference used in a bid invitation is descriptive-NOT restrictive-it is to indicate type and quality desired. Bids on brand of like nature and quality will be considered. If bid is based on other than reference specifications, Bid must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete descriptions should be made part of the bid. If bidder takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc. as specified.
6. Samples, when requested, must be furnished free of expense to the PRPC. If not destroyed in examination, they will be returned to the bidder on request, at his expense. Each sample should be marked with bidder's name, email, address, and PRPC bid number. **DO NOT ENCLOSE OR ATTACH SAMPLE TO BID.** PRPC reserves the right to make the final determination as to equivalents.
7. Written and verbal inquiries pertaining to bids must give Bid Number and Company.
8. NO substitutions or cancellations permitted without written approval of PRPC.
9. The PRPC reserves the right to accept or reject all or any part of any bid, waiver minor technicalities. The PRPC reserves the right to award by item category or by total bid. Prices should be itemized. PRPC also reserves the right to award either with or without trade-in, if applicable. PRPC reserves the right to award if only one (1) Bid was received. PRPC retains the option to re-bid at any time if in its best interest and is not automatically bound to renewal or re-bid. **The PRPC reserves the right to hold all Bids for 60 days from the due date of receipt without actions. The PRPC reserves the right to add additional PRPC Departments (at a later time during this bid award) as the need arises. The PRPC also reserves the right to consider CO-OP Interlocal Agreements/pricing if determined to be more advantageous to the PRPC.**
10. Bid unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. If both alphabetic and numeric (unit prices) are required and a discrepancy is found between both on the same line item, whichever unit price confirms the line total will govern. If neither confirms, then the alphabetic price will govern. If there is no line total requested, then the alphabetic unit price shall govern. If combined / sum of line totals do not match the Bid total, then the Bid total will be corrected to reflect the sum of the line totals. If there is a discrepancy between the alphabetic and numeric Base Bid Total / Total Bid amount, the alphabetic Base Bid Total / Total Bid will take precedence. Bids subject to unlimited price increase will not be considered, but limited to Preventive Maintenance Annual Local Labor Union Wage Rate adjustments. **ALL PRICING WILL REMAIN FIRM.** When inserting the number of days or percentage % in Bid (ex: number of days to deliver or install or complete work, etc., or percentage over vendor's cost or percentage discount off list price), avoid using a range (ex: 30-90 days or 15% to 20 %) but use only one number for number of days or percentage. If a range is used, the PRPC will consider the higher number or worst-case scenario from the PRPC's standpoint in making bid comparisons/tabulations.
11. Bids based on percentage cost plus are NOT an option (for example, 20% plus cost). Cost plus bids will NOT be considered for approval.
12. This is a bid inquiry only and implies no obligation on the part of PRPC.
13. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by PRPC.

14. Partial bids will not be accepted unless awarded by complete category or line item. **To be awarded by TOTAL BID AND/OR CATEGORY**
15. **BASIS OF BID AWARD** – The contract will be awarded to the responsible and responsive bidders meeting the specifications and having the lowest possible total extended price of the Base Bid (unit cost), consistent with the quality needed for effective use. All prices quoted will be firm. Award to the successful bidder will be made by the PRPC Board of Directors' action. Bid pricing shall be firm for the entire term of the awarded contract. Prices established in continuing agreements and annual term contracts may be negotiated and approved by the PRPC Board of Directors due to inflation and increased operating costs (i.e., dramatic increase in petroleum-based products, minimum wage, etc.).
- PRPC may at its option and expense have the material tested at any time for compliance. The Contractor's payment shall be deducted the full amount of expense to the PRPC for any tests which **fail** to show compliance with the specifications.
- Supplied materials which tests show to not-be- in-compliance shall be removed from PRPC's property, stockpile or roadbed at the contractor's expense. Additionally, no payment will be made to the supplier by the PRPC for the materials which do not meet the specifications. The quantity of such material shall be determined by PRPC's administrative staff, whose decision shall be final.
- Revisions on unit prices: it is agreed that bid prices will not be superseded during the contract period. A written notice stipulating in detail the price revision must be furnished to the PRPC before revised prices go into effect. Also, such revisions must be supported by continuing written notices for each 30-day period such revisions are in effect. Discounts, delivery, and services accepted as part of this bid are not subject to revision.
16. It is expected that the bidder will meet all state and federal safety standards and laws in effect on the date of the bid for the item(s) being specified, and the particular use for which they are meant.
17. It is the responsibility of the bidder to ask any and all questions the bidder feels to be pertinent to the bid. PRPC shall not be required to attempt to anticipate such questions for bidders. PRPC will endeavor to respond promptly to all questions asked.
18. If a Bid Bond is required in this Bid, it must be included in Bidders Sealed Bid package and be current/valid through award.
19. Alternate Bid pricing: Bidders should include all alternate pricing on your Bid price page. PRPC will not award Bid to a Bidder if an alternate price is left blank, and PRPC will be making an award to include alternate(s) which has been left blank. In order to avoid not being considered for award include all alternate pricing on your Bid price page.
20. All property of PRPC must remain (at all times) within the United States – without exception – unless prior Agenda approval has been given by PRPC Board of Directors.
21. Availability of Funds: This procurement is subject to the availability of funding. PRPC's obligation hereunder is contingent upon the availability of appropriated funds from which payment for the Contract purposes can be made. No legal liability on the part of the PRPC for any payment shall arise until funds are made available to the PRPC for this Contract and until the Contractor receives notice of such availability, to be confirmed in writing by the PRPC. Any award of Contract hereunder will be conditioned upon said availability of funds for the Contract.
22. Non-Appropriation Clause:
- Notwithstanding any provisions for this agreement, the parties agree that the services are payable by PRPC via the Texas Department of Housing and Community Affairs from appropriations, grants, and monies from the General Fund and other sources. In the event sufficient appropriations, grants, and monies are not made available to PRPC to pay these services for any fiscal year, this Agreement shall terminate without further obligation of PRPC. In such event, the PRPC Executive Director shall certify to the contractor that sufficient funds have not been made available to PRPC to meet the obligations of this Agreement; such certification shall be conclusive upon the parties.

**PURCHASE ORDER AND DELIVERY:** The successful Bidder shall not deliver products or provide services without a PRPC Purchase Order, signed by an authorized agent of the PRPC Regional Services Department. The fastest, most reasonable delivery time shall be indicated by the Bidder in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications.

This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications, including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by PRPC without prejudice to other remedies provided by law. **Where delivery times are critical, PRPC reserves the right to award accordingly.**

**NO PLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may seasonably notify Buyer of their intention to cure and may then make a conforming tender within the contract time but not afterward.

**PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be affected by modification as provided for in clause 20, "Modifications", hereof. The terms of this agreement are "no arrival, no sale".



**DELIVERY TERMS AND TRANSPORTATION CHARGES:** Bid must show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. A five-day difference in delivery promise may break a tie. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bidder list.

An accurate delivery date must be quoted on the "Bid Form". When there are various items, a delivery date must be included with each item quoted. Freight and shipping charges to PRPC must be included in the bid price. Final location will be supplied to the vendor on award of bid, F.O.B. destination. Delivery locations will be: Various Perryton, Texas locations. Delivery days after receipt of order (ARO). Specify all (various) dates by categories or item if different\_\_\_\_\_.

If delay is foreseen, contractor shall give written notice to Director of Regional Services. The PRPC has the right to extend the delivery date if reasons appear valid. Contractor must keep PRPC advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the PRPC to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.

Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless otherwise noted in bid.

**VARIATION IN QUANTITY:** The PRPC assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

**SELLER TO PACKAGE GOODS:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name, email and address; (b) Consignee's name, email, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 6 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

**SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.

**TITLE AND RISK OF LOSS:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

**INSPECTION:** Upon receiving item(s), they will be inspected for compliance with the Bid Specifications. If the item(s) do not pass inspection, the vendor will be required to pick up the rejected item(s) at the delivery point, provide the necessary replacement, and return the item(s) to the original point of delivery.

All items proposed shall be new, in first-class condition, including containers suitable for shipment and storage (PRPC prefers recycled packaging whenever possible), unless otherwise indicated in the bid. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory material will be returned at Seller's expense.

PRPC reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the PRPC can reject the bid as inadequate.

**TESTING:** PRPC reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

**SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

**INVOICES AND PAYMENTS:** (a) The vendor shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized, and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight weigh bill, when applicable, should be attached to the invoice. Mail to: PRPC, ATTN: Regional Services Department, 415 Southwest Eighth Avenue, Amarillo, Texas 79101. Payment shall not be due until the above instruments are submitted after delivery or services rendered. Our Vendors must keep the PRPC advised of any changes in your remittance addresses. (b) PRPC's only obligation to pay Vendor is to pay from funds budgeted and available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available, and any delivered but unpaid for goods will be returned to Vendor by the PRPC. (c) Do not include Federal Excise, State or City Sales Tax. PRPC shall furnish a tax exemption certificate if required.

Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Vendor for correction. Under term contracts, when multiple deliveries and/or services are required, the Vendor may invoice following each delivery, and the PRPC will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the Vendor should provide his Taxpayer Identification Number or Social Security number as applicable. This information must be on file with the PRPC Finance Department. Failure to provide this information may result in a delay in payment and/or backup withholding as required by the Internal Revenue Service.

Vendor shall submit two (2) copies of an itemized invoice showing BID number and purchase order number to:



**PRPC ACCOUNTS PAYABLE  
415 SW EIGHTH AVENUE,  
AMARILLO, TEXAS 79101**

**PAYMENT DISCOUNT:** Indicate the payment discount (s) available depending on when invoices are paid. For example, 1/30 means a 1% discount if paid within 30 days, 2/15 means a 2% discount if paid within 15 days, etc.

Payment in full will be made within thirty (30) days of delivery, inspection, and receipt of invoice.

All cost quotations must include all the various features needed to satisfy the requirements. Note: No amounts will be paid for the items in this BID in excess of the amounts quoted.

**Criminal Background Checks are Mandatory:**

Checks are mandatory for all personnel performing work on PRPC sites. Contractors, consultants, and subcontractors are required to take all reasonable steps to assure that their employees do not represent a threat to the PRPC or Facilities. Failure to comply with this requirement may result in immediate termination of any award or contract. The selected contractor shall provide a complete list of names (including supervisors) that may be working on this program. The contractor(s) shall remove from the PRPC or Perryton workplace any of its employees who are found to be unacceptable by PRPC. Such requests shall not be unreasonable, are the sole decision of PRPC, and are not subject to negotiation. Contractor shall provide proper identification for all contractor employees. While on PRPC or Perryton workplace premises, all contractor employees must wear attire that identifies them as the contractor's employee with identification visible from both the front and the back. Vehicles shall be clearly identified as company vehicles and be maintained in a neat, clean, and sanitary condition. At least one person in each vehicle, preferably the driver, must be able to speak, read, and write. It shall be the contractor's responsibility to see that employees render quiet and courteous service.

**Trade Secrets, Confidential Information and the Texas Public Information Act.**

If you consider any portion of your **Bid**/Proposal/Qualification Statement to be privileged or **confidential** by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.

**Bid**/Proposal/Qualification Statement will be opened in a manner that avoids disclosure of the contents to competing offers and to keep the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for inspection.

PRPC will honor your negotiations of the trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your proposal that you have marked as being confidential information, you will be notified of such request, and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section §552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that the information is in fact not privileged and confidential under Section §552.110 of the Government Code and Section §252.049 of the Local Government code, then such information will be made available to the requester.

**Bid**/Proposal/Qualification Statements are to be signed by an officer of the company authorized to bind the submitter to its provisions. **Bid**/Proposal/Qualification Statements are to contain a statement indicating the period during which the proposal will remain valid. A period of not less than ninety (90) days is required. The **Bid**/Proposal/Qualification Statement submitted by the bidders/proposer/responders shall become an integral part of the contract between the PRPC and the bidder/proposer/responder, and the representations, covenants, and conditions therein contained shall be binding upon the person, firm or corporation executing the same.

**TEXAS OPEN RECORDS ACT AND CONFIDENTIALITY**

All materials submitted to PRPC, Regional Services Department pursuant to this Invitation for Bid/Request for Proposals/Statement of Qualifications become subject to the mandates of the Texas Open Records Act, Government Code, Chapter 552, Subchapter A, §552.009; Subchapter D, §552.205; and Subchapter F, §552.261 through §552.274. The purpose of this Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Almost all "records," as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statutes create a confidential privilege, persons who submit information to public bodies have no right to keep this information from public access or reasonable expectation that this information will be kept from public access.

If you believe that any of the information you have submitted to the PRPC pursuant to this Request for Proposals is **confidential** under a specific state or federal statute and therefore not subject to public access, *you must comply with the following:*

- A. Place said documents/records in a separate envelope marked "**Confidential.**" **DO NOT** label your entire response to the Bid/Request for Proposals/Statement of Qualifications as "Confidential" – label only those portions of the response that you feel are made confidential by state or federal law as "Confidential." If only a portion of a document is confidential, please identify specifically the portions of the document you are claiming are confidential. Under the State of Texas Open Records Act, the PRPC is obligated to produce documents for public inspection even if the documents contain a portion which is confidential but can redact the confidential parts.
- B. For each such document for which you are claiming a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets.

Should an Open Records request be presented to the PRPC requesting information you have identified as "Confidential," you will be responsible for defending your position in the Court where the proceeding is filed, if needed.

***If you fail to identify any records submitted as part of your Bid/Request for Proposals/Statement of Qualifications as "Confidential" by placing them in the "Confidential" envelope AND you fail to identify the specific state or federal law creating said privilege, you are irrefutably agreeing that said records are not confidential and are subject to public access.***

PANHANDLE REGIONAL PLANNING COMMISSION, TEXAS

**DISASTER RELIEF HOME PROGRAM**

**Specifications for the Purchase of Manufactured Homes**

**Invitation to Bidder**

**BID SPECIFICATIONS FOR**

**PURCHASE & INSTALLATION OF SIX (6) NEW MANUFACTURED MOBILE HOMES UNDER  
DISASTER RELIEF HOME PROGRAM**

**Bid # 260914**

The Panhandle Regional Planning Commission of Potter, Texas ("PRPC") is accepting sealed bids from qualified bidders for the purchase and installation of six (6) new manufactured mobile homes under the Disaster Relief Home Program for eligible homeowners affected by the Perryton tornado that struck the city on June 15, 2023:

- **Home # 1 – 11 N A Street, Perryton, TX 79070**
  - Lot dimensions: 60 X 123
  - Property Owner(s): Guadalupe Becerril & Fidela Uribe      Property ID: 266403
  - Legal Description: SD 5 Block 5 Lilly
  - Size: 0.1607 Acres
  
- **Home # 2 - 105 N Fordham, Perryton, TX 79070**
  - Lot dimensions: 58 X 150
  - Property Owner(s): Martin Becerril      Property ID: 7207
  - Legal Description: Lot 13 Block 6 Silverdale
  - Size: 0.2000 Acres
  
- **Home # 3 - 121 N Eton, Perryton, TX 79070**
  - Lot dimensions: 150 X 150
  - Property Owner(s): Maria Marrufo & Roberto Castaneda      Property ID: 7155
  - Legal Description: Lot 8 Block 1 Silverdale
  - Size: 0.5170 Acres
  
- **Home # 4 - 415 SE 5th, Perryton, TX 79070**
  - Lot dimensions: 50 X 152
  - Property Owner(s): Elizardo & Guadalupe Martinez      Property ID: 8313
  - Legal Description: Lot 11 Block 2 Tucker
  - Size: 0.1740 Acres

➤ **Home # 5 - 213 S Birch, Perryton, TX 79070**

- Lot dimensions: 100 X 140
- Property Owner(s): Hortencia Navarrete Property ID: 1436
- Legal Description: Lot 4 Block 18 OT
- Size: 0.3210 Acres

➤ **Home # 6 - 9 S Drake Street, Perryton, TX 79070**

- Lot dimensions: 75 X 140
- Property Owner(s): Ignacio Perez Property ID: 7077
- Legal Description: Lot 3 Block 14 School
- Size: 0.2410 Acres

## **SPECIFIC INSTRUCTIONS**

### **I. ASSISTANCE TO BIDDERS**

To obtain additional information, contact: Lori Gunn  
Regional Services Director  
PRPC Regional Services Department  
415 Southwest Eighth Avenue, Amarillo, Texas  
Phone: (806) 372-3381

### **II. PRE-BID SITE VISIT**

All participating bidders can complete a site visit to verify the exact locations and size of all items to be removed.

Contact Person: Lori Gunn, Regional Services Director, (806) 372-3381

### **III. RESERVATIONS**

If any of the lots designated to install the new manufactured mobile home are surrounded by any trees or other vegetation and if, during installation of the new home, there are any trees or any vegetation present that pose a safety hazard, the contractor shall remove such trees or vegetation.

- A. The bidder must conduct an on-site inspection of the property to correctly identify all of what is to be removed prior to installing the new manufactured home. The bidder must submit a bid for each of the six new manufactured homes to be installed at each location.
- B. Maintaining the quality of the property bid on will not be the responsibility of PRPC once bids are awarded.
- C. PRPC reserves the right to reject any and all bids, and to make awards as they may appear to be most advantageous to the PRPC.
- D. PRPC reserves the right to hold the bid for a period of sixty (60) days from the submission date without action, to waive all formalities in seeking bids, and to negotiate portions thereof.
- E. Bids that address only part of the requirements contained in this bid solicitation will not be considered.
- F. PRPC reserves the right to select any bid, consider the quoted, proposed fees, and other factors, which are specified therein.
- G. PRPC reserves the right to decline awarding, should any legal ramifications or impediments intervene during award process.
- H. All permits, insurances, and licenses must be secured by the successful bidder prior to proceeding with any onsite work.
- I. PRPC's Regional Services Department – Director or designee will also coordinate and monitor the entire Bid Project with the awarded "Vendor/Contractor" for all compliance, Notice to Proceed documentation, and all other concerns (permits).
- J. PRPC requires proof from the Vendor/Contractor that each of the City of Perryton has permitted the installation of a new manufactured mobile home on each of the properties as per Bid (Permit).
- K. PRPC requires that the Vendor/Contractor(s) should provide to the Texas Dept. of State Health Services (DSHS) an installation Notification Form. This must be done 10 days prior to starting work and must include start and end dates. The Vendor/Contractor(s) must provide the PRPC with proof of such prior to starting work.
- L. Successful bidder is responsible and liable for all underground utilities and must contact Utility Companies to mark all. Successful bidder must notify all Utility Companies of new connections and locations of these areas of concern.
- M. Illegal dumping of debris and any other project-related items will be subject to all criminal and legal action.

- N. In order for the PRPC to consider extra days for inclement weather, the PRPC must receive (from the Vendor/Contractor) a weather report from a local weather center.
- O. Payment, if requested, may be made in two equal amounts based upon the PRPC's Community Service Director review and determination that 50% of all installation of new manufactured mobile homes project work in this Bid has been completed to requirements.
- P. The bidder shall not enter adjacent properties and shall be liable for any property damage to adjacent properties caused by the bidder's operations.
- Q. The bidder shall be familiar with the installation of new manufactured mobile homes according to compliance with federal regulations and companion state, PRPC, and local compliance and permitting codes.
- R. The bidder shall need to remove the fencing in order to perform the installation of new manufactured mobile homes task; however, the bidder will properly remove such fencing and store at the site as per owner's instructions.
- S. Certificates of installation of new manufactured mobile home must be signed by the successful bidder and submitted to PRPC's Regional Services Director.
- T. The bidder shall maintain noise and/or pollution levels within environmental standards in accordance with the appropriate regulatory requirements.
- U. The bidder shall confine equipment and installation operations to each project site and shall not unreasonably encumber the site or public rights of way with debris or equipment.
- V. The bidder shall keep wetting and shall take place before and during installation on new manufactured mobile homes; this includes all debris stockpiled on site and all debris being loaded in dumpsters for disposal.
- W. The bidder shall comply with the City of Perryton's Building Inspection permit requirements:
  - a. The recorded warranty deed for the property.
  - b. If the deed is under a business name, we will also ask for the articles of formation and certificate of filing.
  - c. Notarized letter from the owner giving permission to apply.
  - d. A site plan highlighting what type of new manufactured mobile home is going to be installed.



#### IV. GENERAL SPECIFICATIONS

The successful bidder will not begin any work or move any equipment to the job site without written authorization to commence by the Regional Services Director. The successful bidder must begin work on site no more than ten (10) days after he/she has been notified to proceed and has received a Purchase Order. PRPC will not be responsible for any expenses incurred by the vendor due to non-compliance with this procedure. Successful bidder will be responsible for acquiring all required permits by the City of *Perryton* before commencing any work. Successful bidder shall use caution for any potential vermin (rodents, bees, spiders, scorpions etc.) which may surface when work commences. PRPC will not be liable for any injuries incurred.

1. All products and materials shall be new.
2. Installation of all products and materials shall be in accordance to the manufacturer's instructions.
3. "Install" means to purchase, deliver, set up, test and warrant a new component.
4. "Reinstall" means to remove, clean, store and install a component.
5. Items required by local code, construction standard, or other requirement must be completed for final payment.
6. The Vendor/Contractor shall remedy any defect due to faulty material or workmanship and pay for all resulting damage to other work which appears within one year from an accepted final inspection. The Vendor/Contractor shall furnish the Owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.
7. All Change Orders must be approved by TDHCA PRIOR to performing changed work. Any additional costs due to product or material upgrades is solely at the contractor's expense unless pre-authorized by the Administrator and TDHCA.
8. Payment requests shall be based on satisfactory completion of contracted work.
9. Contractor is responsible for verifying accurate field dimensions, sizes, quantities, square feet, linear feet, etc. before ordering materials, products, or supplies. Quantities, square feet, linear feet, etc. listed in the bid package are for the convenience of the contractor. TDHCA and the Administrator neither make nor imply any guarantee for the accuracy of these numbers.
10. All electrical work must meet the National Electrical Code adopted by the city or by the state for counties, and must be completed by a state-licensed contractor.
11. All plumbing work must meet the International Plumbing Code adopted by the city or by the state for counties, and be completed by a state-licensed contractor.
12. If digging is required, the contractor is responsible for locating utilities underground.
13. Contractor is responsible for complying with all applicable permitting requirements.
14. Contractor is responsible for ensuring that work does not encroach on property lines, setbacks, or easements.
15. Contractor is responsible for complying with EPA and/or HUD lead-based paint rules.

##### **Building Permits**

The Vendor/Contractor is responsible for obtaining all required state and local permits for utility connections and reconnections as applicable.

##### **Specifications Descriptions**

Install up to six (6) min. 820 SF, 2-bedroom, 2-bath "Manufactured Housing Unit" (MHU), energy-efficient, HUD-approved Single-Wide MHU, on property at the same location as the old MHU.

Install up to two (2) min. 1,000 SF, 3-bedroom, 2-bath "Manufactured Housing Unit" (MHU), energy-efficient, HUD-approved Single-Wide MHU, on property at the same location as the old MHU.

MHU shall be Energy Star Certified; if Energy Star is unavailable, MHU shall, at minimum, be energy-efficient and deliver at least 10% energy savings in comparison to base models.

Installed MHU to include energy-efficient, right-sized HVAC, refrigerator, and stove. MHU shall comply with Texas Accessibility Standards for wheelchair ramps and bathrooms. Grade, add fill, and compact, as necessary, for adequate pad above natural grade; set (to qualify as permanent, real property), tie down, and secure new MHU according to TDHCA-MHU requirements; ensure home is plumb and level.

Install new power pole, main panel box, and service lines; ensure compliance with the latest National Electric Code (NEC). Reconnect to existing water and new OSSF wastewater yard lines.

The caliche surface under the home.

Install vented vinyl skirting.

At front and back entrances, install minimum 4'x6' decks with guardrails and balusters around open deck perimeters and on both sides of all stairs; all wood shall be treated wood, min #2 pine. Provide documentation demonstrating new MHU compliance with Energy Efficiency requirements.

Need the anchoring requirements.

## **Specifications for the Purchase of Manufactured Homes**

Vendor/Contractor will deliver/ and install:

- Manufactured Housing Unit (MHU), energy-efficient, HUD-approved Single Wide MHU.
- MHU shall be Energy Star Certified; if Energy Star is unavailable, MHU shall, at minimum, be energy-efficient and deliver at least 10% energy savings in comparison to base models.
- Installed MHU to include energy-efficient, right-sized HVAC, refrigerator, and stove.
- MHU shall comply with *Texas Accessibility Standards* for wheelchair ramps and bathrooms.
- Grade, add fill, and compact, as necessary, for adequate pad above natural grade; set (to qualify as permanent, real property), tie down, and secure new MHU according to Texas Department of Housing & Community Affairs' MHU.
- All products and materials shall be new.
- Installation of all products and materials shall be according to the manufacturer's instructions.
- "Install" means to purchase, deliver, set up, test, and warrant a new component.
- Items required by local code, construction standard or other requirement must be completed for final payment.
- Vendor/Contractor shall remedy any defect due to faulty material or workmanship and pay for all resulting damage to other work which appears within one year from an accepted final inspection. Vendor/Contractor shall furnish the Owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.
- Payment requests shall be based on satisfactory completion of contracted work.
- Vendor/Contractor is responsible for verifying accurate field dimensions, sizes, quantities, square feet, linear feet, etc. before ordering materials, products, or supplies. Quantities, square feet, linear feet, etc. listed in the bid package are for the convenience of the vendor/contractor. The Texas Department of Housing & Community Affairs and PRPC neither make nor imply any guarantee for the accuracy of these numbers.

- All electrical work must meet the National Electrical Code adopted by the city or by the state for counties, and must be completed by a state-licensed vendor/contractor.
- All plumbing work must meet the International Plumbing Code adopted by the city or by the state for counties, and be completed by a state-licensed vendor/contractor.
- If digging is required, the vendor/contractor is responsible for locating utilities underground.
- Vendor/Contractor is responsible for complying with all applicable permitting requirements.
- Vendor/Contractor is responsible for ensuring that work does not encroach on property lines, setbacks, or easements.

### **Building Permits**

Vendor/Contractor is responsible for obtaining all required state and local permits for utility connections and reconnections as applicable.

- Install new power pole, main panel box, and service lines; ensure compliance with the latest National Electric Code (NEC).
- Reconnect to existing water and new OSSF wastewater yard lines.  
Install vented vinyl skirting.
- At front and back entrances, install minimum 4'x6' decks with guardrails and balusters around open deck perimeters and on both sides of all stairs; all wood shall be treated wood, min #2 pine. Provide documentation demonstrating new MHU compliance with Energy Efficiency requirements.

### **Examination of Specifications and Site of Work**

Each bidder should visit the sites of the proposed work and fully acquaint him/herself with the existing field conditions there and should fully inform him/herself as to the facilities involved, the difficulties and restrictions attending the performance of the contract – including demolition and code-compliant connection of the new unit to water, wastewater and electricity. The bidder should thoroughly examine and familiarize him/herself with the technical specifications. Bidder will properly reinstall the fencing removed.

§80.24. Generic Standards for Anchoring Systems. Bidder will follow the anchoring required specifications at stated on Attachment to these specifications.

### **Attachment**

General Requirements: The installer must verify that the unit is designed to specifications outlined in 10 TAC, Chpt 80: Manufactured Housing Rules. <https://www.tdhca.texas.gov/manufactured-housing-federal-and-state-laws-and-rules>

**V. PROPERTY LOCATION**

- **Home # 1 – 11 N A Street, Perryton, TX 79070**
  - Lot dimensions: 60 X 123
  - Property Owner(s): Guadalupe Becerril & Fidela Uribe      Property ID: 266403
  - Legal Description: SD 5 Block 5 Lilly
  - Size: 0.1607 Acres
  
- **Home # 2 - 105 N Fordham, Perryton, TX 79070**
  - Lot dimensions: 58 X 150
  - Property Owner(s): Martin Becerril      Property ID: 7207
  - Legal Description: Lot 13 Block 6 Silverdale
  - Size: 0.2000 Acres
  
- **Home # 3 - 121 N Eton, Perryton, TX 79070**
  - Lot dimensions: 150 X 150
  - Property Owner(s): Maria Marrufo & Roberto Castaneda      Property ID: 7155
  - Legal Description: Lot 8 Block 1 Silverdale
  - Size: 0.5170 Acres
  
- **Home # 4 - 415 SE 5th, Perryton, TX 79070**
  - Lot dimensions: 50 X 152
  - Property Owner(s): Elizardo & Guadalupe Martinez      Property ID: 8313
  - Legal Description: Lot 11 Block 2 Tucker
  - Size: 0.1740 Acres
  
- **Home # 5 - 213 S Birch, Perryton, TX 79070**
  - Lot dimensions: 100 X 140
  - Property Owner(s): Hortencia Navarrete      Property ID: 1436
  - Legal Description: Lot 4 Block 18 OT
  - Size: 0.3210 Acres
  
- **Home # 6 - 9 S Drake Street, Perryton, TX 79070**
  - Lot dimensions: 75 X 140
  - Property Owner(s): Ignacio Perez      Property ID: 7077
  - Legal Description: Lot 3 Block 14 School
  - Size: 0.2410 Acres

**VI. ITEMS TO BE TEMPORARILY REMOVED & CLEARED:**

1. Structures – All items listed below must be temporarily removed and/or relocated intact in order to bring in a new manufactured mobile home unit into its final installation location.
  - Tool sheds/ outbuildings (might be some exempt items to be identified during pre-bid site visit)
  - Fences
  - Gas meters, utility connections, etc. (if any)
  - All structural debris and any non-native items
  - All installation/construction debris must go to a legal Municipal Landfill for Property Disposal

**VII. ITEMS TO REMAIN INTACT:**

1. All Trees, and plants must remain on the property and not be disturbed, damaged, or removed. (might be some exempt items to be identified during pre-bid site visit)
2. Utility Poles

**VIII. REQUIRED COMPLETION TIME:**

Not to exceed 21 to 30 days from the bid award date.

**IX. LIQUIDATED DAMAGES:**

In submitting the bid, bidder agrees to complete the work within the required time as specified. A sum of \$500.00 will be charged to the Contractor as liquidated damages for each day beyond the Completion Date that the Work is not substantially complete.

**X. SITE EXAMINATION:**

Visit the project site before submitting a bid. Submittal of a bid constitutes acknowledgment that the site and site conditions have been inspected and taken into account in preparation of the bid.

**XI. QUALIFICATIONS:**

To demonstrate qualifications for performing the Work of this Contract, Bidders may be requested to submit written evidence of financial position, previous experience, and current commitments.

**XII. ACCEPTANCE:**

If this Bid is accepted by the PRPC within the time period stated, the PRPC will execute the Agreement within three to seven days of receipt of written Notice of Award and commence work within three to five days after receipt of Written Notice to Proceed. *PRPC will work with the successful contractor on commencing work depending on time required to obtain all required permits.*

**XIII. INSPECTION OF INSTALLATION OF NEW MANUFACTURED MOBILE HOME WORK:**

The PRPC will make inspections of installation of new manufactured mobile home work as follows:

- a) Compliance inspection, as necessary, to assure that the work is being completed in accordance with the contract and/or the local, state, and federal regulations.
- b) A final inspection to determine that the work has been completed in accordance with the purchase and installation of new manufactured mobile homes contract and/or local, state and federal regulations.
- c) An inspection after completion to determine the satisfactory completion of the project.

**XIV. TEMPORARY UTILITIES AND TEMPORARY RESTROOM:**

Bidder shall be responsible at his/her own cost for use of utilities necessary to complete installation of new manufactured mobile homes.

Bidder shall be responsible for renting a temporary restroom during the entire phase of the project.

**GENERAL QUESTIONNAIRE**

**PURCHASE & INSTALLATION OF SIX (6) NEW MANUFACTURED MOBILE HOMES UNDER  
DISASTER RELIEF HOME PROGRAM**

**Bid # 260914**

1. Identify the names of all Subs to be utilized in this bid. (Proof of insurance must be provided by all subs Prior to award of contract).

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2. Identify all disposal sites, i.e., landfills to be utilized for:  
(all of these items must be disposed of safely and legally) if any

: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Normal Construction Debris:**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

## SAFETY RECORD QUESTIONNAIRE

(must be submitted with bid form)

The PRPC may at its discretion disqualify any bidder which has had final orders entered by the Occupational Safety and Health Review Commission (OSHRC) against the bidder, or any firm or individual acting on its behalf, for serious violations of OSHA regulations within the past three years; and/or which has been, or has had any firm or individual acting on its behalf, convicted of a criminal offense within the past ten years which resulted in serious bodily injury or death.

### **QUESTION ONE**

Has the bidder, or any firm or individual acting on behalf of the bidder, received citations for violations of OSHA within the past three years?

YES \_\_\_\_\_ NO \_\_\_\_\_

If the bidder has indicated YES for question number one above, the bidder shall provide to the Owner, with its bid submission, complete information regarding the date of citation, location of establishment inspected, category of citation, final disposition of citation, and penalty assessed.

### **QUESTION TWO**

Has the bidder, or any firm or individual acting on behalf of the bidder, ever been convicted of a criminal offense which resulted in serious bodily injury or death?

YES \_\_\_\_\_ NO \_\_\_\_\_

If the bidder has indicated YES for question number two above, the bidder shall provide to the Owner, with its bid submission, complete information regarding the date of offense, PRPC where offense occurred, type of offense, final disposition of offense, and penalty assessed.

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my bid to be rejected.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

## LABOR LIABILITY/WAGE AND HOUR LAWS

### Wage, Hour, and EEOC Laws

It is expected that the bidder will meet all state and federal wage and hour laws and EEOC requirements and laws: i.e., to a) regular hours and pay, b) overtime hours and pay and c) minimum wage and all other legal requirements applicable. Non-compliance with such laws will be the responsibility of the bidder.

### LABOR LIABILITY WAIVER

PRPC of Potter County, Texas, vendor, engineer, contractor, sub-contractor, all material and labor are subject to the “General Conditions of the Contract for Mowing”, AIA Document AIA 201, and the “Instructions to Bidders”, provided by the PRPC.

- (A) **Vendor’s Liability Insurance:** The vendor shall carry Workman’s Public Liability, Bodily Injury, and Property Damage Insurance as instructed by the PRPC. In the absence of requirements by the PRPC, the contractor shall carry all the above in at least the minimum amounts required by the law.
- (B) **Property Insurance:** The vendor shall purchase and maintain all Property Damage Insurance as defined in the General Conditions or as instructed otherwise by the PRPC. The owner shall be named, jointly insured, as well as the vendor.
- (C) **Owner’s Liability Insurance:** PRPC will provide its own insurance as defined in the General Conditions.
- (D) **Insurance – PRPC’s Requirements:** The vendor and his sureties shall indemnify and hold harmless the owner and its officials, agents, and employees from all suits actions or claims of any character, name and description brought for, or on account of, any injuries or damages received or sustained by any person or persons or property, by/from said contractor or his/her employees or by/in consequence of any negligence in safeguarding the work or by/on account of any claims or amounts recovered under the Worker’s Compensation Laws or any other law, ordinance, order or decree.

As further and additional evidence of such indemnifications, the contractor shall furnish Certificates of Insurance providing that his interests are adequately covered by the following minimum requirements:

#### Worker’s Compensation: Statutory Requirements

##### Automobile Liability:

|                                     |              |
|-------------------------------------|--------------|
| Bodily Injury (Each person).....    | \$250,000.00 |
| Bodily Injury (Each accident) ..... | \$500,000.00 |
| Property Damage.....                | \$100,000.00 |

##### General Liability (Including Contractual Liability):

|                                          |                |
|------------------------------------------|----------------|
| Bodily Injury (Per occurrence).....      | \$500,000.00   |
| Bodily injury Aggregate.....             | \$1,000,000.00 |
| Property Damage (Per occurrence) .....   | \$500,000.00   |
| Property Damage Aggregate .....          | \$1,000,000.00 |
| Fire Damage.....                         | \$100,000.00   |
| Medical Expense (Anyone (1) person)..... | \$5,000.00     |

##### Excess Liability:

|                     |              |
|---------------------|--------------|
| Umbrella Form ..... | Not Required |
|---------------------|--------------|

- (E) **Safety Requirements:** It is expected that the bidder will meet all state and federal safety standards and laws that are in effect on the date of the bid for the item(s) that are being specified and the particular use for which they are meant.
- (F) **Acknowledgement:** Bidder – please sign and date below and return with your quotation.

I hereby certify the vendor and his/her sureties are in full compliance with all the above listed requirements and shall indemnify and hold harmless the PRPC and its officials, agents, and employees from all suits, actions or claims of any character, name and description brought for, or on account of, any injuries or damages received or sustained by any person or persons or property, by/from said vendor or his/her employees or by/in consequence of any negligence in safeguarding the work or violations of any federal and state wage and hour laws as well as EEOC laws, or by/on account of any claims or amounts recovered under the Worker’s Compensation Laws or any other law, ordinance, order or decree.

Business Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_



## TWCC RULE 110.110 WORKERS' COMPENSATION INSURANCE COVERAGE

If this bid package is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information, contact the Texas Workers' Compensation Commission, Southfield Building, 400 S. IH-35, Austin, Texas 78704-7491, (512) 440-3618.

A. Definitions:

Certificate of Coverage ("Certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096 – Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, § 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with governmental entity showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (2) No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, § 4041.011(44) for all its employees providing services on the project, for the duration of the project.
  - (2) Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - (3) Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - (4) Obtain from each other person with whom it contracts, and provide to the contractor:
    - (a) A certificate of coverage, prior to the other person beginning work on the project, and
    - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - (6) Notify the government entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

**BID FORM**

**PURCHASE & INSTALLATION OF SIX (6) NEW MANUFACTURED MOBILE HOMES UNDER  
DISASTER RELIEF HOME PROGRAM  
Bid # 260914**

PURCHASE & INSTALLATION OF SIX (6) NEW MANUFACTURED MOBILE HOMES TO BE INSTALLED IN  
THE CITY OF PERRYTON.

This Bid is for: Complete purchase and installation of manufactured mobile homes to be installed at the following locations:

- **Home # 1 – 11 N A Street, Perryton, TX 79070**
  - Lot dimensions: 60 X 123
  - Lot dimensions: 60 X 123
  - Property Owner(s): Guadalupe Becerril & Fidela Uribe **Property ID: 266403**
  - Legal Description: SD 5 Block 5 Lilly
  - Size: 0.1607 Acres
- **Home # 2 - 105 N Fordham, Perryton, TX 79070**
  - Lot dimensions: 58 X 150
  - Property Owner(s): Martin Becerril **Property ID: 7207**
  - Legal Description: Lot 13 Block 6 Silverdale
  - Size: 0.2000 Acres
- **Home # 3 - 121 N Eton, Perryton, TX 79070**
  - Lot dimensions: 150 X 150
  - Property Owner(s): Maria Marrufo & Roberto Castaneda **Property ID: 7155**
  - Legal Description: Lot 8 Block 1 Silverdale
  - Size: 0.5170 Acres
- **Home # 4 - 415 SE 5th, Perryton, TX 79070**
  - Lot dimensions: 50 X 152
  - Property Owner(s): Elizardo & Guadalupe Martinez **Property ID: 8313**
  - Legal Description: Lot 11 Block 2 Tucker
  - Size: 0.1740 Acres
- **Home # 5 - 213 S Birch, Perryton, TX 79070**
  - Lot dimensions: 100 X 140
  - Property Owner(s): Hortencia Navarrete **Property ID: 1436**
  - Legal Description: Lot 4 Block 18 OT
  - Size: 0.3210 Acres
- **Home # 6 - 9 S Drake Street, Perryton, TX 79070**
  - Lot dimensions: 75 X 140
  - Property Owner(s): Ignacio Perez **Property ID: 7077**
  - Legal Description: Lot 3 Block 14 School
  - Size: 0.2410 Acres

Total bid price shall be all inclusive of any labor, materials, heavy equipment, permits, disposal fees, temporary restroom and/or any other direct or indirect cost associated to fully install each manufactured mobile home and clean up property "TURN-KEY".

➤ **Home # 1 – 11 N A Street, Perryton, TX 79070**

- **OPTION 1 - Total Bid Price to install a 2 bedroom/1 bath mobile home: \$\_\_\_\_\_**

Same price in words: \_\_\_\_\_

- **OPTION 2 - Total Bid Price to install a 4 bedroom/2 bath mobile home: \$\_\_\_\_\_**

Same price in words: \_\_\_\_\_

Total installation completion date per mobile home above listed: \_\_\_\_\_ (Not to exceed 30 days)

➤ **Home # 2 – 105 N Fordham, Perryton, TX 79070**

- **OPTION 1 - Total Bid Price to install a 2 bedroom/1 bath mobile home: \$\_\_\_\_\_**

Same price in words: \_\_\_\_\_

- **OPTION 2 - Total Bid Price to install a 4 bedroom/2 bath mobile home: \$\_\_\_\_\_**

Same price in words: \_\_\_\_\_

Total installation completion date per mobile home above listed: \_\_\_\_\_ (Not to exceed 30 days)

➤ **Home # 3 – 121 N Eton, Perryton, TX 79070**

- **OPTION 1 - Total Bid Price to install a 2 bedroom/1 bath mobile home: \$ \_\_\_\_\_**

Same price in words: \_\_\_\_\_

- **OPTION 2 - Total Bid Price to install a 4 bedroom/2 bath mobile home: \$ \_\_\_\_\_**

Same price in words: \_\_\_\_\_

Total installation completion date for 2 bedroom/1 bath mobile home above listed: \_\_\_\_\_ (Not to exceed 30 days)

Total installation completion date for 4 bedroom/2 bath mobile home above listed: \_\_\_\_\_ (Not to exceed 30 days)

➤ **Home # 4 – 415 SE 5th, Perryton, TX 79070**

- **OPTION 1 - Total Bid Price to install a 2 bedroom/1 bath mobile home: \$ \_\_\_\_\_**

Same price in words: \_\_\_\_\_

- **OPTION 2 - Total Bid Price to install a 4 bedroom/2 bath mobile home: \$ \_\_\_\_\_**

Same price in words: \_\_\_\_\_

Total installation completion date for 2 bedroom/1 bath mobile home above listed: \_\_\_\_\_ (Not to exceed 30 days)

Total installation completion date for 4 bedroom/2 bath mobile home above listed: \_\_\_\_\_ (Not to exceed 30 days)

➤ **Home # 5 – 213 S Birch, Perryton, TX 79070**

- **OPTION 1 - Total Bid Price to install a 2 bedroom/1 bath mobile home: \$ \_\_\_\_\_**

Same price in words: \_\_\_\_\_

- **OPTION 2 - Total Bid Price to install a 4 bedroom/2 bath mobile home: \$ \_\_\_\_\_**

Same price in words: \_\_\_\_\_

Total installation completion date for 2 bedroom/1 bath mobile home above listed: \_\_\_\_\_ (Not to exceed 30 days)

Total installation completion date for 4 bedroom/2 bath mobile home above listed: \_\_\_\_\_ (Not to exceed 30 days)

➤ **Home # 6 – 9 S Drake Street, Perryton, TX 79070**

- **OPTION 1 - Total Bid Price to install a 2 bedroom/1 bath mobile home: \$ \_\_\_\_\_**

Same price in words: \_\_\_\_\_

- **OPTION 2 - Total Bid Price to install a 4 bedroom/2 bath mobile home: \$ \_\_\_\_\_**

Same price in words: \_\_\_\_\_

Total installation completion date for 2 bedroom/1 bath mobile home above listed: \_\_\_\_\_ (Not to exceed 30 days)

Total installation completion date for 4 bedroom/2 bath mobile home above listed: \_\_\_\_\_ (Not to exceed 30 days)

**NOTE:** *PRPC reserves the right and option to award contract for purchase and installation for each new manufactured mobile home based on individual option of home size to meet TDHCA eligibility specifications*

The bid prices include all requirements listed in this bid and all costs to be incurred as set forth in the attached Specifications' Packet instructions. I have read all instructions and agree to comply with all the requirements.

**BID FORM**

**PURCHASE & INSTALLATION OF SIX (6) NEW MANUFACTURED MOBILE HOMES UNDER  
DISASTER RELIEF HOME PROGRAM  
Bid # 260914**

PURCHASE & INSTALLATION OF SIX (6) NEW MANUFACTURED MOBILE HOMES TO BE INSTALLED IN THE CITY  
OF PERRYTON

**BIDDER:** \_\_\_\_\_ (print or type)

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(City/State/Zip Code)

**BIDDER'S SIGNATURE:** \_\_\_\_\_

**TELEPHONE NO.** (\_\_\_\_) \_\_\_\_\_ **DATE** \_\_\_\_\_

**PLEASE PROVIDE COPIES OF YOUR PROPOSED MANUFACTURED MOBILE HOME  
DIAGRAM/CONFIGURATION FOR REVIEW AND ACCEPTANCE BY PRPC.**

**ALTERNATIVE BID**  
**COOPERATIVE - INTERLOCAL**

**PURCHASE & INSTALLATION OF SIX (6) NEW MANUFACTURED MOBILE HOMES UNDER  
DISASTER RELIEF HOME PROGRAM  
Bid # 260914**

NOTE: In addition to responding to our “local” solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on OMNIA, Buy Board, H-GAC, TPASS, PCA, US Communities and/or any other State of Texas recognized and approved cooperative by PRPC which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included) All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

| COOPERATIVE – INTER-LOCAL NAME | CONTRACT NUMBER | CONTRACT EXPIRATION DATE |
|--------------------------------|-----------------|--------------------------|
|                                |                 |                          |
|                                |                 |                          |
|                                |                 |                          |

\*Must provide complete documentation with bid package for cooperative/inter-local alternate contract submittal.

Bidder\_\_\_\_\_

Address\_\_\_\_\_

(City/State/Zip)\_\_\_\_\_

Representative's name: \_\_\_\_\_

Signature\_\_\_\_\_ Date\_\_\_\_\_

Telephone\_\_\_\_\_

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



**ADDENDUM  
ACKNOWLEDGEMENT FORM**

**PURCHASE & INSTALLATION OF SIX (6) NEW MANUFACTURED MOBILE HOMES UNDER  
DISASTER RELIEF HOME PROGRAM**

**Bid # 260914**

Receipt of the following Addendum is acknowledged:  
*Failure to acknowledge an addendum may result in a Respondent being deemed non-responsive.*

Addendum no. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum no. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum no. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum no. \_\_\_\_\_ Date: \_\_\_\_\_

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

Title \_\_\_\_\_

\_\_\_\_\_  
Name of Firm

**Bid Title** \_\_\_\_\_ **Bidders Name** \_\_\_\_\_ **Date:** \_\_\_\_\_

**REFERENCES**

Please list three (3) references of current customers who can verify the quality of service your company provides. The PRPC prefers customers of similar size and scope of work to this Bid.

**REFERENCE ONE**

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

**REFERENCE THREE**

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_



STATE OF TEXAS  
 PANHANDLE REGIONAL  
 PLANNING COMMISSION

**AFFIDAVIT**

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and if the bid is accepted (within 60 days), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of \_\_\_\_\_, on this day personally appeared

\_\_\_\_\_  
 who, after having first been duly sworn, upon oath did depose and say;

That the foregoing bid submitted by \_\_\_\_\_

\_\_\_\_\_  
 hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder. The bidder is not a member of any trust, pool, or combination to control the price of products or services bid on, or to influence any person to bid or not to bid thereon. I further affirm that the bidder has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted Bid. The contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder:

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

Telephone number \_\_\_\_\_

Fax number \_\_\_\_\_

\_\_\_\_\_  
 Signature

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

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

SWORN TO AND SUBSCRIBE BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public in and for County \_\_\_\_\_ State \_\_\_\_\_

***THIS FORM MUST BE RETURNED WITH YOUR BID***

**RESIDENCE CERTIFICATION**

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, PRPC requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

“Nonresident bidder” refers to a person who is not a resident.

“Resident bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Y I certify that \_\_\_\_\_ is a Resident  
(Company Name)

Bidder of Texas as defined in Government Code §2252.001.

Y I certify that \_\_\_\_\_ is a Nonresident  
(Company Name)

Bidder as defined in Government Code §2252.001 and our principal place of business is  
\_\_\_\_\_  
(City and State)

***THIS FORM MUST BE RETURNED WITH YOUR BID***

NON-COLLUSION STATEMENT

PRPC EXPRESSLY REQUESTS THAT BIDDERS NOT DISCUSS THIS ENGAGEMENT OR THIS BIDDER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER BIDDERS OR ANY MEMBER OF PRPC BOARD OF DIRECTORS, ANY PRPC OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY BOARD OF DIRECTORS. EXCLUDED ARE PRE-BID CONFERENCES, EVALUATION COMMITTEE SCHEDULED VENDOR PRESENTATIONS OR VENDOR INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS. YOU MAY CONTACT THE REGIONAL SERVICES DEPARTMENT AT ANY TIME.

FROM BID OPENING DATE THROUGH BOARD OF DIRECTORS MEETING FOR SELECTION, VENDORS WILL NOT APPROACH THE PRPC EXECUTIVE DIRECTOR OR BOARD OF DIRECTORS TO DISCUSS MATTERS PERTAINING TO THIS BID.

01. Has any individual with the firm submitting this Bid Response made any contact with any member of PRPC Board of Directors, any PRPC Official, or an Evaluation Committee member concerning this Invitation to Bid, other than questions to the PRPC Regional Services Department?

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02. Has any individual with the firm submitting this Bid/Response made any contact with any other Bidder concerning this Invitation to Bid?

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\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

**THIS FORM MUST BE RETURNED WITH YOUR BID**

### Certification Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

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

Print Name: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

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

If the Bidder / Proposer is unable to certify to all of the statements in this Certification, such Bidder / Proposer should attach an explanation to this Bid / Proposal.

***THIS FORM MUST BE RETURNED WITH YOUR BID***

# FORM CIQ

**For vendor doing business with local governmental entity**

OFFICE USE ONLY

Date Received \_\_\_\_\_

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**2** ☐ **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 appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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Name of Officer

☐ Yes ☐ No

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 \_\_\_\_\_  
 Name of signatory Signature Date



## HOUSE BILL 89 VERIFICATION (REVISED)

I, \_\_\_\_\_,  
[Person Name]

the undersigned representative of \_\_\_\_\_  
[Company or Business Name]

(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, does hereby depose and verify that the Company named above, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not currently boycott the country of Israel; and
2. Will not boycott the country of Israel during the term of the contract with PRPC, Texas.

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

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

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response. (HB 793 – exemptions).

### EXEMPTIONS APPLY TO THE FOLLOWING:

- ☐ between a governmental entity and a company with less than 10 full-time employees
- ☐ has a value of less than \$100,000 paid wholly or partly from public funds of the governmental entity

**THIS FORM MUST BE RETURNED WITH YOUR BID**

**Please attach the 1295 Form**

**See link below to login to  
Texas Ethics Commission website**

**[1295 Filing Info](#)**

***THIS FORM MUST BE RETURNED WITH YOUR BID***

# **GENERAL TERMS & CONDITIONS**

## **(Requests for Bids (RFB))**

**ADDENDA:** If RFB specifications, terms or conditions are revised, the PRPC Regional Services Department will issue an addendum addressing the nature of the changes and notify interested potential bidders. Bidders must acknowledge receipt and consideration of any such changes by signing the addendum and including it in the package containing the Bidder's submittal.

**ADVERTISING:** Unless otherwise required by law, bidders responding to PRPC RFBs shall not publish and shall keep confidential their intentions and actions respecting any response to the RFB.

**AWARD:** PRPC may hold all bids until award is made. PRPC reserves the right to delete any item it considers too expensive. Bid prices are to be F.O.B. All discounts will be considered in determining the lowest, responsible bidder. PRPC reserves the right to award this contract on the basis of LOWEST AND BEST BID in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one Bidder, to reject any or all bids. In the event the lowest dollar Bidder meeting specifications is not awarded a contract, the Bidder may appear before the PRPC Board of Directors and present evidence concerning the bidder's responsibility after officially notifying the PRPC Executive Director of his intent to appear

**BONDS:** If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's check are not acceptable.

**CANCELLATION AND TERMINATION:** In any contract resulting from the RFB, the PRPC shall have the right to cancel all or any part of the undelivered portion of the contract if (1) Bidder breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Bidder becomes insolvent or files for bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which the PRPC may have in law or equity. Cancellation of work hereunder shall be effected by the delivery of a "Notice of Cancellation of Undelivered Work" specifying the extent to which performance of work, including all goods and services, under the contract is cancelled and the date upon which such cancellation becomes effective.

**TERMINATION:** The performance of work under any resulting contract may be terminated in whole, or in part, by the PRPC in accordance with this provision. The PRPC shall have the right to terminate all or any part of the contract if (1) the Bidder breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Bidder becomes insolvent or files for bankruptcy. Such right of termination is in addition to, and not in lieu of, any other remedies which the PRPC may have in law or equity. Termination of work hereunder shall be effected by the delivery of a "Notice of Termination" specifying the extent to which performance of work, including all goods and services, under the contract is terminated and the date upon which such termination becomes effective.

Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to PRPC's satisfaction and/or to meet all other obligations and requirements. PRPC may terminate the contract without cause upon thirty (30) days' written notice.

**COLOR SELECTION:** Determination of colors of materials is a right reserved by using department unless otherwise specified in bid. Unspecified colors shall be quoted as standard colors, NOT colors which require up-charges or special handling. Unspecified fabrics or vinyls should be construed as medium grade. If Bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept items and demand correct shipment without penalty, subject to other legal remedies.

**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by mutual consent of the Bidder and the PRPC.

**CONTRACT RENEWALS:** Contract Renewals must receive PRPC Board of Directors approval. For contract renewal status and information, please contact Lori Gunn (806) 372-3381, PRPC Regional Services Dept. Any price escalations are limited to those stated by the original contract terms. All contracts with a one (1) year renewal option require that the Bidder must notify PRPC of any anticipated price increases in writing at least three months (90 calendar days) prior to the annual renewal award date unless otherwise specified within the specific provisions of the contract up for renewal. This allows the PRPC sufficient time to find an alternative vendor, if possible. If Bidder fails to notify the PRPC within the time noted, it shall be assumed that there will be no price increase for the following year's award period if renewed. This procedure does not apply to any contract which allows for Open Market Price increases or Cost allowance increases.

**DISCRIMINATION:** In order to comply with the provisions of fair employment practices, the contractor agrees as follows: 1.) the contractor will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; 2) in all solicitations or advertisements for employees, the contractor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the contractor will furnish such relevant information and reports as requested by the PRPC for the purpose of determining compliance with these regulations; and 4) failure of the contractor to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part as a result thereof.

**DISQUALIFICATION OF BIDDER:** Upon signing this bid document, a Bidder offering to sell supplies, materials, services, or equipment to PRPC certifies that the Bidder has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the PRPC believes that collusion exists among the Bidders. Bids for which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a Bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all the bids submitted by that Bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

**EVALUATION:** Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the PRPC. It shall be based on all factors which have a bearing on the price and performance of the items in the user environment. All bids are subject to tabulation by the PRPC Regional Services Department and recommendation to the PRPC Board of Directors. Compliance with all bid requirements, delivery, and needs of the using department which are considerations in evaluating bids. **Pricing is NOT the only criterion for making a recommendation.** The PRPC Regional Services Department reserves the right to contact any Bidder, at any time, to clarify, verify, or request information with regard to any bid.



**PROTEST PROCEDURES:** Procedure - This protest procedure is available to vendors responding to this Bid requesting a debriefing conference.

Debriefing Conference – A debriefing conference must be requested in writing to the Regional Services Department within five (5) business days from the date of the Bid award by the PRPC Board of Directors meeting. Debriefing questions must be submitted (in writing) to the Regional Services Department no later than two (2) business days before the scheduled date for the Debriefing Conference. These questions will be answered at the debriefing conference. Follow-up questions must be submitted (in writing) no later than one (1) business day after the date of the Debriefing Conference and answered no later than two (2) business days after the date of the Debriefing Conference. Follow-up answers will be sent via e-mail or fax (if e-mail is not available). For RFB's proposers are given the opportunity to ask questions of the Evaluation Committee relative to their Proposal and scores received by their firm.

Protests are made - 1. To the Regional Services Department after the debriefing conference. Vendor protests shall be received, in writing, by the Regional Services Department within five (5) business days after the vendor debriefing conference. 2. To the PRPC Board of Directors, only after the protest to the Regional Services Department was not resolved satisfactorily to the protestor. Protests to the PRPC Board of Directors shall be made within five (5) business days after the vendor has received notification from the PRPC Regional Services Department of his/her decision.

Grounds for protest – 1. Errors were made in computing the score. 2. The PRPC failed to follow procedures established in the Bid, the Regional Services policy: Acquisition or applicable state or federal laws or regulations. 3. Bias, discrimination, or conflict of interest on the part of an evaluator. Protests not based on these criteria shall not be considered.

Format and Content - Protesting vendors shall include, in their written protest to the PRPC Regional Services Department, all facts and arguments upon which they rely. Vendors shall, at a minimum, provide: 1. Information about the protesting vendor; name of firm, mailing address, phone number, and name of individual responsible for submission of the protest. 2. Information about the acquisition and the acquisition method. 3. Specific and complete statement of the PRPC's action(s) protested. 4. Specific reference to the grounds for the protest. 5. Description of the relief or corrective action requested. 6. For protests to the PRPC Board of Directors, a copy of the Regional Services Department's written decision on the protest.

Review Process – 1. Upon receipt of a vendor protest, the Regional Services Department shall postpone further steps in the acquisition process until the vendor protest has been resolved. 2. The Department's internal protest review procedures consist of the following: a) The Regional Services Department shall perform an objective review of the protest by individuals not involved in the acquisition protested. The review shall be based on the written protest material submitted by the vendor. b) A written decision will be delivered to the vendor within five business days after receipt of the protest, unless more time is needed. The protesting vendor shall be notified if additional time is necessary.

Final Determination - The final determination shall 1. Find the protest lacking in merit and uphold the agency's action; or 2. Find only technical or harmless errors in the agency's acquisition process conduct, determine the agency to be in substantial compliance, and reject the protest; or 3. Find merit in the protest and provide the agency options which may include a) Correct its errors and reevaluate all proposals, and/or b) Reissue the vendor solicitation document; or c) Make other findings and determine other courses of action as appropriate.

PRPC Board of Directors Review Process - Protests to the PRPC Board of Directors may be made only for PRPC Board of Directors approved acquisitions, and only after review by the PRPC Regional Services Department. Protests of the decisions of the PRPC Regional Services Department shall be made by letter to the PRPC Executive Director, PRPC Board of Directors, who may establish procedures to resolve the protest. Protests shall be received by the PRPC Executive Director, PRPC Board of Directors, within five business days after the decision of the Regional Services Department in order to be considered. The resulting decision is final, with no further administrative appeal available.

**FISCAL FUNDING:** A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the Bidder from the using department without penalty of any kind or form to PRPC. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the Bidder.

**GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the PRPC, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Attached and included is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of PRPC or PRPC entities (if any such relationships exist) must be attached and included with Bid submitted. The PRPC may, by written notice to the Seller, cancel this contract without liability to Bidder if it is determined by PRPC that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Bidder, or any agent, or representative of the Bidder, to any officer or employee of PRPC with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by PRPC pursuant to this provision, PRPC shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Bidder in providing such gratuities. Consistent and continued tie bidding could cause rejection of bids by the PRPC and/or investigation for Anti-Trust violations. Bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION:** If Bidder is a Certified Historically Underutilized Business (HUB), please include a copy of your HUB Certificate with your Bid. This information will assist PRPC in the percentage tracking of HUB utilization.

**LOCAL BIDDER'S PRINCIPAL PLACE OF BUSINESS - 3% PREFERENCE:** (consideration of location) The PRPC Board of Directors may award to the lowest bidder or the bidder whose principal place of business is within PRPC's region, if the PRPC Board of Directors determines, in writing, that the local bidder offers the PRPC the best combination of contract price and additional economic development opportunities for PRPC created by the contract award, including the employment of residents of PRPC's Region and increased tax revenues to the region's cities/counties. This option exists only within 3% pricing of the lowest bid price. In order to provide the PRPC Board of Directors adequate information for assisting in considering this option, the bidder should submit with each bid the following information for PRPC Board of Directors review, with all information requested to be detailed and \$\$\$ current quantifiable numeric data. 1. Where is your principal place of business (ie: Corporate Headquarters) City, County, State, Signature of Bidder, Title, Date. Along with this information, submit information with responses to the following questions. 2. Why and how does the bidder believe that the local bidder offers the PRPC additional economic development opportunities for PRPC created by the contract award? 3. How will an award to the local bidder benefit the employment of residents of PRPC's Region? 4. How many employees does bidder employ within PRPC's region and how many employees are affected financially by award/purchase? 5. How will an award to local bidder increase tax revenues to PRPC's cities and/or counties? This information should be provided and updated with each bid submitted to the PRPC. If the bidder is local and within 3% of the lowest bid, this information will be submitted to the PRPC Board of Directors along with the tabulation sheet. There has been no mandatory requirement or Policy established by the PRPC Board of Directors that requires submitting answers to these questions or attending a PRPC Board of Directors meeting for the awarding of bids relative to 3% local preference; however, individual board members may or may not have preferences (relative to these issues) when making their decision. This paragraph will be revised upon policy change made by the PRPC Board of Directors.

**INSURANCE:** The Bidder shall secure and maintain, throughout the duration of the Contract, insurance of such types and in such amounts as may be necessary to protect the Bidder and the interests of the PRPC against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the insurer, shall be acceptable to the PRPC. It shall be the responsibility of the Bidder to maintain adequate insurance coverage at all times. Failure of the Bidder to maintain adequate coverage shall not relieve the Bidder of any contractual responsibility or obligation.

**MAINTENANCE:** Maintenance required for equipment bid should be available to PRPC by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If PRPC opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

**MATERIAL SAFETY DATA SHEETS:** Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a Bidder must provide to the PRPC with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation will be cause to reject any bid applying thereto.

**NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of PRPC to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature, and the burden of proof of such stature rests with Bidders. PRPC shall act as sole judge in determining equality and acceptability of products offered.

**PRICING:** Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract, unless open market price increases are allowed.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

**RECYCLED MATERIALS:** PRPC encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. PRPC will be the sole judge in determining product preference application.

**SCANNED RE-TYPED RESPONSE:** If in its bid response, Bidder either electronically scans, re-types, or in some way reproduces the PRPC's published bid package, then in event of any conflict between the terms and provisions of the PRPC's published bid specifications, or any portion thereof, and the terms and provisions of the bid response made by Bidder, the PRPC's bid specifications **as published** shall control. Furthermore, if an alteration of any kind to the PRPC's published bid specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid. **Substitute items will not be accepted unless approved (in advance).**

**SUPPLEMENTAL MATERIALS:** Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package, and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

**TITLE TRANSFER:** Title and Risk of Loss of goods shall not pass to PRPC until PRPC or the homeowner actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.

**USAGE REPORTS:** PRPC reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this RFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by PRPC Regional Services Department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

**WARRANTY PRICE:** (a) The price to be paid by the PRPC shall be that contained in Bidder's response which Bidder warrants to be no higher than Bidder's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Bidder breaches this warranty, the prices of the items shall be reduced to the Bidder's current prices on orders by others, or in the alternative, PRPC may cancel this contract without liability to Bidder for breach or Bidder's actual expense. (b) The Bidder warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business. For breach or violation of this warranty, the PRPC shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee. Bidder shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Bidder may not limit or exclude any implied warranties. Bidder warrants that product sold and services provided to the PRPC shall conform to the standards and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration, and O.S.H.A. Act of 1970. In the event the product does not conform to OSHA Standards, where applicable, PRPC may return the product for correction or replacement at the offeror's expense. If Bidder fails to make the appropriate correction within a reasonable time, PRPC may correct at the offeror's expense.

Bidder warrants that product sold and services provided to the PRPC shall conform to the standards and laws established by the U.S. Department of Homeland Security, Occupational Safety and Health Administration, and O.S.H.A. Act of 1970.

**WARRANTY ITEMS/PRODUCTS:** Bidder warrants that products sold and services provided to the PRPC shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event the product does not conform to OSHA Standards, where applicable, PRPC may return the product for correction or replacement at the Bidder's expense. If Bidder fails to make the appropriate correction within a reasonable time, PRPC may correct at the Bidder's expense.

Bidder shall not limit or exclude any implied warranties, and any attempt to do so shall render this contract voidable at the option of the PRPC.

Bidder warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFB invitation and to the sample(s) furnished by Bidder, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. All items must be new, in first-class condition, unless otherwise specified. The design, strength, and quality of materials must conform to the highest standards of manufacturing practice.

Items supplied under this contract shall be subject to the PRPC's approval. Successful Bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title. Any items found defective or not meeting specifications shall be picked up and promptly replaced by the successful Bidder at no expense to the PRPC.

**SAFETY WARRANTY:** As noted above, Bidder warrants that the products sold to PRPC shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, PRPC may return the product for correction or replacement at the Bidder's expense.

In the event Bidder fails to make the appropriate correction within a reasonable time, correction made by PRPC will be at Bidder's expense. Have you attached the required warranty information to the RFB (if applicable)? Y Yes, Y No.

#### **APPLICABLE LAW**

To the extent it is applicable, this agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning "the Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this agreement. Otherwise, Texas state and federal law shall apply.

**ASSIGNMENT DELEGATION:** No right, obligation or interest in this contract shall be assigned or delegated to another by Bidder without the written permission of the PRPC. Any attempted assignment or delegation by Bidder shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**CONTRACT OBLIGATION:** PRPC Board of Directors must award any resulting contract, and the PRPC Executive Director or other person authorized by the PRPC Board of Directors must sign the contract before it becomes binding on PRPC or the Bidder. Department Heads are NOT authorized to sign agreements for PRPC. Binding agreements shall remain in effect until all products and/or services covered by this RFB have been delivered and accepted and all contract requirements have been satisfied.

**ERRORS AND OMISSIONS:** Errors and Omissions in the RFB or any provision herein described will not be construed as to relieve the Bidder of any responsibility or obligation requisite to the complete and satisfactory implementation, operation, and support of all obligations under any resulting contract.

**FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this RFB and any resulting contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely with the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

**HOLD HARMLESS AGREEMENT:** The successful Bidder shall indemnify and hold PRPC harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from Bidder's performance. Bidder shall procure and maintain, with respect to the subject matter of this RFB, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Bidder's liability as may arise directly or indirectly from work performed and goods or services sold and under the terms of this RFB. Certification of such coverage must be provided to the PRPC upon request.

**INFRINGEMENTS:** There will be no warranty by PRPC against infringements. As part of this contract for sales, Bidder agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. PRPC makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall PRPC be liable to Bidder for indemnification in the event Bidder gets sued on the grounds of infringement or the like. If Bidder is of the opinion that an infringement or the like will result, Bidder shall notify PRPC to that effect in writing within two (2) weeks after the signing of this agreement. If PRPC does not receive notice and is subsequently held liable for the infringement or the like, Bidder will hold PRPC harmless. If Bidder in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void. The Bidder agrees to protect the PRPC from claims involving infringement of patents or copyrights.

#### **INDEMNIFICATION**

BIDDER covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the PRPC and the PRPC Board of Directors, employees, officers, directors, volunteers and representatives of the PRPC, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the PRPC directly or indirectly arising out of, resulting from or related to BIDDER'S activities under this contract, including any acts or omissions of BIDDER, any agent, officer, director, representative, employee, consultant or subcontractor of BIDDER, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of PRPC, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT BIDDER AND PRPC ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE PRPC UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. BIDDER shall advise the PRPC in writing within 24 hours of any claim or demand against the PRPC or BIDDER known to BIDDER related to or arising out of BIDDER's activities under this contract and shall see to the investigation and defense of such claim or demand at BIDDER's cost. The PRPC shall have the right, at its option and at its own expense, to participate in such defense without relieving BIDDER of any of its obligations under this paragraph.

**INTERPRETATION PAROLE EVIDENCE:** Unless a separate contract or addendum hereof is prepared and entered into following the award of this RFB to a successful bidder, this writing is intended by the parties as a final expression of the terms of this RFB and the general terms of any resulting contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term. Acceptance or acquiescence in a course of performance rendered under this RFB and any resulting contract shall not be relevant to determine meaning even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control, if applicable. \_\_\_\_\_

**LATE RESPONSES:** RFB responses must be received by the PRPC before the hour and date specified. Responses received after the time and date specified will be disqualified and may be returned to sender. The PRPC is not responsible for lateness or non-delivery of mail, delivered to the wrong office, carrier, etc.

**MODIFICATIONS:** This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

**O.S.H.A:** Bidder must meet all Federal and State OSHA requirements.

**REMEDIES:** The successful Bidder and PRPC agree that both parties have all rights, duties, defenses and remedies available under law. -

**RIGHT TO ASSURANCE:** During the RFB process and any resulting contract, whenever a Bidder or the PRPC in good faith has reason to question the other's intent to perform, demand may be made that the other party give written assurance of intent. In the event that a demand is made and no assurance is given within five (5) days, such failure may be treated as an anticipatory repudiation of the RFB and any resulting contract.

**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 the specifications as though the invalid portion had been omitted.

**VENUE:** Both parties agree that venue for any litigation arising from this contract shall lie in Potter County, Texas.

**BIDDER SHALL CONFIRM ACCEPTANCE OF RFB TERMS:** The Bidder shall specifically state acceptance of these terms and conditions as a basis for providing the PRPC with a response to this RFB.

**THESE TERMS INCORPORATED:** These General Terms and Conditions shall be incorporated in the response to the RFB and any resulting contract. The Bidder shall specifically state acceptance of these terms and conditions as a basis for providing the PRPC with a response to this RFB.

**OTHER TERMS:** The Bidder shall state any exceptions desired to these terms and conditions and may suggest alternate wording that addresses the intent of the term or condition. The PRPC may accept or reject any suggestions in accordance with law.

**CERTIFICATE OF INSURANCE**

(To be inserted here)

(Upon Award)