

Texas Panhandle Centers



REQUEST FOR PROPOSALS

ACCESS CONTROL SYSTEM REPLACEMENT

RFP # 05092401

DATE ISSUED

April 14, 2024

BIDS DUE

10:00 a.m. May 9, 2024
(Bid Opening)

TO

Terry Zimmerman, Support Service Manager
901 Wallace Blvd.
Amarillo, Texas 79106
806-351-3234
terry.zimmerman@txpan.org

Texas Panhandle Centers

Request for Proposal

OFFEROR AGREES TO COMPLY WITH ALL CONDITIONS SPECIFIED IN THIS REQUEST FOR PROPOSAL.

Bid Opening: 10:00 A.M. May 9, 2024

Bid ID Number: 05092401

Purchase Order #:

INVOICE ADDRESS:

**Texas Panhandle Centers
P O Box 3250
Amarillo TX 79116-3250**

Project Location:

**Texas Panhandle Centers
6600 Killgore Drive
Amarillo TX 79106**

VENDOR ADDRESS:

IF BIDDING, RETURN SEALED BIDS TO:

Texas Panhandle Centers
Attn: Support Services Director
901 Wallace Blvd.
Amarillo TX 79106

Federal Tax or Social Security #

Failure TO Sign Will Disqualify Bid:

Contact Person:

Name: _____

Title: _____

Phone: _ (____) _____

Fax: (____) _____

E-mail: (Optional) _____

AUTHORIZED SIGNATURE: DATE

IF BIDDING EACH BID MUST BE PLACED IN A SEPARATE ENVELOPE WITH BID OPENING DATE AND REQUISITION NUMBER ANNOTATED IMMEDIATELY BELOW THE RETURN ADDRESS ON SEALED BID ENVELOPE.

DELIVERY IN _____ DAYS, Cash Discount ____% _____ days

Please complete the following questions: Circle the appropriate selection.

1. Please indicate which group best describes the owner or primary stockholder (51%) of the firm which demonstrates active participation in the control, operation, and management of firm's business affair.

- Black American: Male/Female
- Hispanic American: Male/Female
- Asian Pacific American: Male/Female
- Native American: Male/Female
- American Woman:
- Other:

- 2. Is Amarillo your primary residence? Yes: No:
- 3. Is Texas your primary residence? Yes: No:
- 4. Is this company a Foreign Owned Corp.? Yes: No:
- 5. Are you a certified Historically Underutilized Business by any Federal or State Agency, city, county or government entity? Yes: No:

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SECTION I - GENERAL INFORMATION

A. OBJECTIVE

Texas Panhandle Centers (TPC) is seeking proposals from firms qualified, experienced, and licensed in designing, implementing, and supporting physical access control systems. This will replace an existing Corby access control system that is used currently at the Bivins facility. Target date for completion is July 26, 2024.

B. SCHEDULE OF EVENTS

TPC reserves the right to change the dates shown below.

Issue RFP	04/14/2024
Mandatory Pre-Proposal Conference	04/23/2024 at 10:00 a.m.
Deadline for Submission of Questions	04/26/2024 at 2:00 p.m.
Answers to questions will be issued by	05/02/2024
Deadline for submission of proposals	05/09/2024 at 10:00pm
RFP Opening	05/09/2024 at 10:00 a.m.

C. MANDATORY PRE-PROPOSAL CONFERENCE: The mandatory pre-proposal conference is scheduled for Tuesday, April 23, 2024, at 10:00 a.m. The location of the pre-proposal conference will be at TPC's Bivins Pointe Campus located at 6600 Killgore Drive in Amarillo, Texas. **Respondents must attend the scheduled pre-proposal conference. Failure to attend the pre-proposal conference will result in disqualification of the response. A site inspection will be completed at this time.**

TPC shall reject proposals submitted by contractors that did not attend the mandatory pre-proposal conference.

D. QUESTIONS AND CLARIFICATIONS

All questions regarding this Request for Proposal (RFP) shall be submitted via e-mail. Questions will be accepted and answered in accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before April 26, 2024, by 2:00 p.m., and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Jaime Levario network admin at jaime.levario@txpan.org

RFP Process and Compliance questions shall be e-mailed to Terry Zimmerman at terry.zimmerman@txpan.org

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Should any prospective offeror be in doubt as to the true meaning of any portion of this RFP, or should the prospective offeror find any ambiguity, inconsistency, or omission therein, the prospective offeror shall make a written request for an official interpretation or correction by the due date for questions above.

E. PROPOSAL FORMAT

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the prospective offeror. An official authorized to bind the offeror to its provisions must sign the proposal in ink. Each proposal must remain valid for at least ninety days from the due date of this RFP.

- F.** Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's ability to meet the requirements of the RFP. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

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G. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to Texas Panhandle Centers Administrative Offices located at 901 Wallace Blvd., Amarillo, Texas 79106, on or before, May 9, 2024, at 10:00 a.m.

Proposal Package: Proposals should be submitted on the RFP form provided. Each Proposal must be placed in a separate, sealed envelope and be properly identified. Proposals will be time stamped at the TPC location as stated on cover page of the RFP, not later than the date and time specified for the opening. Only the completed, signed cover page and those pages on which an offeror is submitting a packet need to be returned. Pages with no proposals should not be returned.

1. Proposals will not be accepted at a P.O. Box via the U.S. Postal Service. Proposals shall be sent by a delivery service or hand delivered to 901 Wallace Blvd., Amarillo, Texas. It is the responsibility of the Vendor for the proposal to be submitted to the Support Services and Maintenance Office. The proposal is not considered received until it is in possession of the Support Services and Maintenance Office for the official bid opening.
2. Proposals should be clearly marked with RFP Bid Number, Date and Time of opening, on the front of the envelope or package.

FAXED BIDS WILL NOT BE ACCEPTED.

Public Opening: Because of the number of items included in most RFP's and the number of vendors, only the names and addresses of vendors will be read at a public bid opening, if requested. Approximately one week after bid opening, a copy of the tabulation is usually available but could be longer pending TPC Board Approval. To obtain a copy of the tabulation, e-mail a request to terry.zimmerman@txpan.org

Each respondent must submit in a sealed envelope

- **one (1) original proposal**
- **three (3) additional proposal copies**

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Each respondent must submit in a sealed envelope. Proposals submitted must be clearly marked: “**RFP No. 05092401 – Access Control System Replacement**” and list the offeror’s name and address.

Proposals must be addressed and delivered to:

Attn: Terry Zimmerman
Texas Panhandle Centers
901 Wallace Blvd
Amarillo TX 79106

A proposal may be disqualified if the following required forms are not included with the proposal:

- Completed Page 2 of RFP with authorized signature and date.
- General summary and history of company/business.
- Provided three (3) references with contact name and phone number.
- Provided Worker’s Compensation Information and Insurance Certificate.

Proposals that fail to provide these forms listed above upon proposal opening may be deemed non-responsive and may not be considered for award.

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SECTION II - SCOPE OF SERVICES

1. Background

Texas Panhandle Centers is seeking proposals from firms qualified, experienced and licensed in designing, implementing and supporting physical access control systems. This will replace an existing Corby access control system that is used at our Bivins Pointe Campus.

The current Corby Access System contains 115 readers. We need a system that is expandable to at least 200 access points in the future.

There are a total of 36 Corby System 2 boxes currently.

Server room – 7 Corby System boxes

Terrace – 8 Corby System boxes

Lakeview – 8 Corby System boxes

Wellness Spa – 1 Corby System box

Gardens – 7 Corby System boxes

Culinary – 1 Corby System box

Warehouse – 4 Corby System boxes

2. Objective:

We are looking for project management services utilizing best practices including a formal project plan, communications plan, and regular status meetings.

At the completion of the project, TPC will have a keycard access system that is easy to administer and includes the current functionality along with additional functionality to grow the system in the future.

Requirements

Hardware:

1. Utilize existing hardware and devices where possible.
2. Readers must accept fob or keycard determined by location.
3. Controllers must be expandable for future growth.
4. Current CASI, HID cards, or similar fobs should integrate with new software.

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Software:

1. Software must be compatible with Microsoft Windows operating systems running Win 10.
2. Server-based software should be compatible with the latest versions of Microsoft SQL and Microsoft Server.
3. Browser based user interface compatible with Chrome, Firefox, Edge.
4. Software must allow for schedules for programming doors, gates and elevators for Holidays and special events.
5. Allow to create customized reports and scheduled reports.
6. Ability to have multiple users with different levels of security in software.
7. Ability to enable and disable credentials in real time.
8. Must have event logging for real-time analysis as well as historical events.
9. Have the ability to remotely open and close doors, gates etc... in real-time.

3. Service and Support

The following must be included in the warranty period and under the maintenance contract.

1. Provide technical support during business hours 8am-5pm Monday – Friday.
2. Provide 1-, 3-, and 5-year support options
3. Provide software/firmware upgrades
4. Provide costs in proposal outlining onsite service costs

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

Offerors should organize Proposals into the following Sections:

- A. Professional Qualifications
- B. Past Involvement with Similar Projects
- C. Proposed Work Plan

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GENERAL INSTRUCTIONS, TERMS AND CONDITIONS TEXAS PANHANDLE Centers

Please read the following information carefully. Any exceptions to these terms and conditions will cause for a bid to be disqualified. The special instructions in the Request for Proposal will take precedence over the General Instructions, Terms and Conditions when they are in conflict.

NOTE: TPC will be same as Texas Panhandle Mental Health Mental Retardation.

I. BIDDER GUARANTEE

- A. Bidder agrees to comply with all terms and conditions in this document and the RFP.
- B. The Bidder Guarantees product offered will meet or exceed the written specifications identified in the RFP.
- C. Bidder agrees to protect TPC from Claims involving infringement of Patents or Copyrights.

II. TYPE OF CONTRACT: FIRM PRICE: Prices bid are firm for the period specified in the RFP and shall include all shipping and handling costs. Price decreases are acceptable at any time with written notice.

III. GENERAL PROVISIONS:

- A. **Term of Contract and Purchase Order dates:**
 - 1. The RFP shall state the terms of the contract and applicable extensions. Any extended contract may be extended up to 90 days at the sole option of TPC.
 - 2. Purchase Orders dated during the term of the contract must be honored even if received after the contract expiration date. Vendors may not specify a "final order" receipt date. Pricing is established by the date the order is placed unless otherwise stated in the contract.
 - 3. Confirmation orders will be the date the order is mailed but will show the date the order was originally placed.
- B. **Shipment Identification and Delivery:** Delivery requirements will be addressed in the Special Instructions contained in the RFP. The following shall be applicable unless in conflict with specific contract instructions.
 - 1. **Identification of Shipments:** A packing slip or itemized invoice must accompany each shipment.
 - 2. **Packaging and Labeling:** All items shipped must be properly labeled showing the brand name, package quantity, lot number (if applicable) and any other necessary identifying information usually used by the vendor.
 - 3. **Hours for Delivery:** Delivery shall be made during the normal working hours of the TPC (usually 8AM to 12PM and 1:00PM to 5:00 PM) unless prior approval for after-hours delivery has been obtained from TPC.
- C. **Inspections and Tests:** All goods are subject to inspection and testing by the TPC. Authorized TPC personnel shall have reasonable access to a vendor's place of business for the purpose of inspecting contracted

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merchandise and warehouse/truck environment. Tests may be performed on samples obtained by TPC request or taken from regular shipments. When products tested fail to meet all applicable specifications, the cost of the sample used, and the cost of any testing shall be borne by the vendor. Goods, which have been delivered and rejected in whole or in part, may be, at TPC's option, returned to the vendor at vendor's risk and expense or disposed of in accordance with applicable statutes. The vendor may request that goods be held at vendor's risk until the next scheduled delivery or no later than two weeks for later disposition at the vendor's expense. Latent defects may result in revocation of acceptance of any product.

- D. **Late Delivery:** If a delivery delay is foreseen, vendor shall give notice immediately to TPC. TPC has the right to extend the delivery date if the reasons appear valid. The vendor must keep TPC advised at all times of the status of the order. If the vendor has orders in their possession which have not been completed within the specified delivery time, TPC reserves the right to withhold issuance of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.
- E. **Back Orders:** TPC may purchase any commodity reported by a vendor to be on back order when the resultant delivery time is unsatisfactory. Damages may be applicable in cases of a pattern of back orders.
- F. **Damage Assessment:** If a vendor is in default on an order, TPC reserves the right to purchase the item in default and charge the increase in price, if any, to the awarded vendor. Failure to pay a damage assessment is cause for contract cancellation.
- G. **Emergency Deliveries:** In case of an emergency experienced by TPC, the vendor is requested to supply the needed material immediately, if possible. If the vendor cannot respond, then the emergency requirement may be purchased as necessary. TPC or the vendor shall not consider such purchases a breach of contract.
- H. **Substitutions:** All substitutions require prior written approval of TPC. TPC reserves the right to require the vendor to offer possible substitutes if any material or equipment becomes unobtainable during the term of the contract. Outstanding orders are not automatically amended by an approved substitution. The vendor must contact TPC prior to shipment of the substituted goods.

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IV. PREPARATION OF BID:

- A. Freight Charges & F.O.B. Point: Quote all F.O.B. destination, transportation prepaid and allowed, i.e., included in the price bid, (inside or store door delivery).
- B. **Bid Prices:** Bid prices must be firm for acceptance for 60 days from the bid opening date unless otherwise specified in the RFP.
- C. Taxes: Purchases made are exempt from state and city sales or most use taxes and Federal excise taxes. Items that are not exempt will be identified in the IFB. Do not include exempted taxes in bid.
- D. **Referenced Example:** Any catalog number, brand name or manufacturer's reference used in an RFP is descriptive only (not restrictive) and is used to indicate the type and quality desired. Bids for brands of like nature and quality will be considered. If bidding other than the referenced example, the bidder must show the manufacturer, brand or trade name, and model number and give a full description of the product offered. The submission of illustrations and specification brochures is encouraged to provide a complete description of the product being offered. If a bidder makes no written exception to the referenced example in the bid, the brand names, numbers, etc. exactly as specified in the RFP shall be furnished.
- E. **Condition of Products:** All items bid on shall be new and unused and in first class condition, including containers appropriate for shipment and storage, unless otherwise specified in the RFP.
- F. **Warranty:** Manufacturer's standard warranty shall apply unless otherwise stated in the RFP.
- G. **Unit of Measure:** If offering a bid price for a different unit of measure, the exception and proposed packaging must be shown by the line-item bid. If the bidder cannot bid on the package size requested by TPC, bid on the package size nearest the size requested. Bidder must show size offered if other than specified. TPC will have sole authority to determine if size bid is acceptable.
- H. **Alternate Bids:** Alternate or supplemental bids shall be submitted as a separate item and be identified by the bidder's name and signature and be cross-referenced to the applicable item in the RFP.
- I. **Samples: DO NOT** send samples unless noted. Any samples submitted must be furnished at no cost to TPC. If not destroyed in examination, the bidder may request at time of delivery that the samples be retained for no longer than 7 working days after testing for the bidder to pick up at his/her expense. Samples submitted to verify specifications prior to making an award may be retained for the duration of the contract for later comparison with items delivered. Each sample should be marked with the bidder's name, address, and bid opening date and bid number. Do not attach samples to bid pages. **Failure to provide the required information with sample will automatically disqualify the bid from consideration for award in connection with this transaction.**
- J. **Signature on Bid:** Bid must be manually signed, or it will be disqualified. The person signing the bid must have authority to bind the represented company to a contract. An unsigned bid cannot be signed after the bid opening time even

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though the bidder or a representative is present at the bid opening.

- K. **Attachments and Added Terms:** Any added terms or conditions may result in disqualification of a bid, e.g., bids for prepayment, limitations on remedies, etc.
- L. **Addendum's:** Should an addition or correction become necessary after an RFP is issued, an addendum relating the necessary information will be mailed to all bidders having received a copy of the initial RFP. Bidders are required to acknowledge the addendum by returning the addendum with the bid or by physically noting the change or addition on the bid.
- M. **Bid Preparation Expense:** Any expense related to the submission of a bid is the sole responsibility of the bidder. TPC will not reimburse bidders for any cost related to bid preparation or submission.
- N. **Electrical Items:** All electrical items furnished shall meet all applicable OSHA standards and regulations and bear the appropriate listing from UL, FMRC or NEMA.

V. SUBMISSION OF BID:

- A. **Bid Package:** Bids should be submitted on the RFP form provided. Each bid must be placed in a separate, sealed envelope and be properly identified. Bids will be time stamped at the TPC location as stated on cover page of bid not later than the date and time specified for the bid opening. **Only the completed, signed cover page and those pages on which a bidder is submitting a bid need to be returned. Pages with no bids should not be returned.**
 - 1. Bids **will not** be accepted at a P.O. Box via the U.S. Postal Service. Bids shall be sent by a delivery service to the street address. It is the responsibility of the Vendor for the Bid to be submitted to the Purchasing and Materials Management Office. The Bid is not considered received until it is in possession of the Purchasing and Materials Management Office for the official bid opening.
 - 2. Bids should be clearly marked with Invitations for Bid Number, Date and Time of bid opening, on the front of the envelope or package
- B. **FAXED BIDS WILL NOT BE ACCEPTED.**
- C. **No Bids:** If not bidding, do not return the bid form. "No Bids" are considered "non-responsive" and are not considered a bid for purposes of retention on the bidder's list.
- D. **Public Bid Opening:** Because of the number of items included in most IFB's and the number of bidders, only the names and addresses of bidders will be read at a public bid opening, if requested. Approximately one week after bid opening, a copy of the tabulation is usually available **but could be longer pending TPC Board Approval**. To obtain a copy of the tabulation, e-mail a request to terry.zimmerman@txpan.org
- E. **Late Bids:** Late bids will **NOT** be considered under any circumstances.
- F. **Amending/Withdrawing Bid:** A bid cannot be altered or amended after the bid opening date and time. Any alterations made before the opening date and time should be initialed by the bidder or the bidder's authorized agent identified in the bid. No bid can be withdrawn after the opening date and time without approval

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of the TPC. All approvals shall be based upon an acceptable written reason for the action.

VI. BID EVALUATION AND AWARD:

- A. **Bid Evaluation:**
1. TPC reserves the right to award on the basis of a low line item, low total (group or groups) or in any other combination that will best serve its interests and best value.
 2. **TPC reserves the right to accept or reject all or any part of a bid, waive minor technicalities and make an award in its best interest.**
 3. A response to an IFB is an offer to contract with TPC based upon the terms, conditions and specifications contained in the RFP.
 4. Bids do not become contracts until a signed Purchase Order is issued OR a letter of award is issued.
 5. The contract shall be governed, construed and interpreted under the laws of the state of Texas. Any legal action must be filed in Potter County, Texas.
 6. TPC will not be bound by any communication with bidders other than the RFP, these "General Instructions, Terms and Conditions," any written addendums issued by the TPC and Texas State law.
 7. TPC shall be sole judge of "the best interest of TPC"
- B. **Tie Bids:** In case of tie bids, the award will be made by stated preferences or by drawing straws or other acceptable means. Consistent and continued tie bidding could cause rejection of the bids by the TPC and/or investigation for antitrust violations.
- C. **Notice of Award:** The successful bidder will be notified of the acceptance of their bid by the issuance of a signed Purchase Order or a signed letter of authorization of TPC letterhead. The bidder must advise TPC within three (3) days from the date of receipt of the Purchase Order of any errors requiring correction.

VII. PRICE CHANGES:

- A. During the life of the contract only industry wide published price increases as reflected in a manufacturer's printed price list, third party published documentation, or other documentation may be submitted to TPC for price adjustment consideration. Price decreases are acceptable at any time.

VIII. INVOICING: Invoices must be submitted to TPC in compliance with the following procedure.

- A. The invoice must show the name of vendor exactly as shown on the purchase order, and the correct "Remit to:" address.
- B. Invoice must show purchase order number and date. Invoices must show the blanket contract number if applicable.
- C. Invoice should include a description of each item. Items should be shown in numerical order.

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- D. Quantity, unit and price of each item must be shown. All prices should be extended on the invoice.
- F. Total all extensions on invoice.
- G. Shipment date of merchandise must be shown.
- H. Date of Purchase Order must be shown.

IX. PAYMENT:

- A. Payments for merchandise purchased will be paid by TPC within 30 days.
- B. TPC is a local government entity and is Tax Exempt. A Tax-Exempt certificate is available upon request.
- C. Partial payments will be made by TPC.

X. CANCELLATION:

- A. Cancellation of Contract Orders: Orders are canceled only in writing by TPC. Orders may be canceled without the consent of the vendor for failure to meet contractual obligations. If cancellation is requested by TPC for some other reason, through no fault of the vendor, the vendor's permission to cancel is required. All correspondence from the vendor pertaining to the cancellation of an order is to be addressed to TPC, Contracting & Materials Management.
- B. **Authorized Relief from Performance (Force Majeure):** TPC will grant relief, as necessary, from performance of the contract if vendor is prevented from compliance and performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributed to the fault or negligence of the vendor. The burden of proof for the need of such relief rests solely with the vendor. To obtain release based on Force Majeure, the vendor must provide TPC with sufficient documentation to show that suitable merchandise or service is unobtainable from any source.
- C. **Cancellation of Contract:** Either party may cancel a contract either in whole or part with 30 days advanced written notice without damage of liability.
- D. **Purchase Order Change Notices (POCN):** TPC, Purchasing and Materials Management will authorize any changes to the Purchase Order.

XI. OTHER PROVISIONS:

- A. TPC is committed to promoting full and equal business opportunities for all businesses. In order for TPC to promote these opportunities and as part of its good faith effort, it is important to identify Historically Underutilized Businesses. Historically Underutilized Businesses are defined as for-profit corporation, sole proprietorship, partnership, or joint venture in which 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons who have been historically underutilized (socially disadvantaged) because of their identification as members of the following groups: Black American, Hispanic American, Asian American, Pacific American, Native American, and Women. These persons must have a proportionate interest and demonstrate active participation in the control, operation, and management of the business.
- B. **ENTIRE CONTRACT:** This contract constitutes the entire agreement of the

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parties and supersedes any prior understandings or oral or written agreements between the Vendor and TPC on the matters contained herein.

- C. **ASSIGNMENT:** No right, interest or obligation in or under this contract shall be assigned or transferred by the Vendor without the written consent of TPC. Any attempted assignment or transfer by Vendor without such consent shall be considered a failure of contractual obligations and TPC will reserve the right for immediate cancellation.
- D. **ANTI-TRUST:** The undersigned affirms under penalty of the laws of the State of Texas that (1) in connection with this Response, neither I or any representative of the Respondent have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Response, neither I nor any representative of the Respondent have violated any federal antitrust law; (3) neither I or any representative of the Respondent have directly or indirectly communicated any of the content of this Response to a competitor of the Respondent or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Respondent. Respondent assigns to TPC all of Respondent's rights, title and interest in and to all claims and causes of action Respondent may have under the antitrust laws of Texas or the United States for overcharges associated with this solicitation or any resulting contract.
- E. **ADDENDA:** Any addendum or addenda attached to this contract are incorporated into and are a part of this contract.
- F. **ADDENDUM/MODIFICATIONS:** This contract can be modified only in writing and signed by both parties.
- G. **INTERPRETATION:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any item used in the agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- H. **APPLICABLE LAW, VENUE:** This contract shall be governed, construed and interpreted under the laws of the State of Texas. Venue for any litigation arising under this contract shall lie in Potter County, Texas.
- I. **INSURANCE:** In the event the vendor, its employees, agents or subcontractors enter premises occupied or under the Control of TPC in the performance of this contract, the Vendor agrees that it will maintain public liability and property damage insurance in reasonable limits covering the obligations set forth above, and will maintain worker's compensation coverage (either by insurance or if qualified pursuant to law, through a self-insurance program) covering all employees performing this contract on premises occupied or under the control of TPC. TPC reserves the right to request a copy prior to or during the term of the contract.
- J. **ADVERTISING:** Vendor shall not advance or publish without TPC's prior written consent the fact that TPC has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the state or Federal government.
- K. **DISPUTE RESOLUTION:** The TPC dispute resolution process must be used to

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attempt to resolve all disputes arising out of this contract.

PROHIBITED CONDITIONS:

A. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS.

Employees and officers of TPC and its contractors and subcontractors must not participate in the selection, award or administration of a contract paid with funds received from or through TPC if a conflict of interest, real or apparent, is involved. A conflict of interest arises any time such an employee or officer has a financial interest or other interest, e.g. dual employment, in the entity selected for an award, and the existence of such conflict of interest will result in a voided contract.

By signature on this RFP the owner/agent certifies there is no conflict of interest in performing the duties of the lease and the following assurances.

(1) The owner/agent is not currently employed by TPC.

(2) The owner/agent has not offered or provided any gifts or gratuities to any employees in the decision-making process of TPC or a Board member of TPC.

(3) The owner/agent is not related within the second degree of consanguinity or affinity to an

employee in the decision-making process which is currently employed by TPC or a Board member of TPC.

B. HUMAN TRAFFICKING PROHIBITION.

TPC may not accept a bid or award a contract that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been convicted of any offense related to the direct support or promotion of human trafficking. Under Section 2155.0061,

Government Code, the Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

C. CHILD SUPPORT OBLIGATION AFFIRMATION.

Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or the business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate.

D. GRATUITIES. TPC may, by written notice to the Vendor, cancel this contract without liability to Vendor if it is determined by TPC that the Vendor or its agent gave, offered to give or intends to give at any time hereafter any economic opportunity, future employment, gift, gratuity, special discount, trip, favor or service to a public servant in connection with the quote, bid or offer.

E. COLLUSION. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or

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understanding for commission percentage, brokerage, or contingent fee except bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business and disclosed to TPC prior to the date of this contract. For breach of this warranty, TPC may, in addition to any other rights it may have, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, cancel this contract without liability to Seller.

XI. Recycled Products: Definitions:

Packing & Packaging Use of the minimum amount of packing and packaging material consistent with assuring no damage to product in transit. The use of recyclable and recycled material content packing and packaging material is preferred.

XII. ADVERTISEMENT: Vendors are prohibited from using contract award information, sales values/volumes and/or TPC customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from the TPC.

XIII. INDEMNIFICATION CLAUSE. The contractor shall defend, indemnify, and hold harmless TPC, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.

XIV. VENDOR/CONTRACTOR GUIDELINES TO FOLLOW: Vendors are requested to follow these guidelines when delivering or working on the property of any TPC facility.

1. Observe all posted speed limits. Speed limits are strictly enforced.
2. Observe all Stop signs and other traffic controls.
3. Parking must be in designated areas. Do not park or drive on lawns.
4. Vehicles must be locked, and keys removed at all times when unattended.
5. Pedestrians always have the right-of-way. Drive with extreme caution and be prepared to cope with unexpected circumstances.
6. Firearms and alcoholic beverages are forbidden.
7. Tools and equipment must be properly secured at all times.
8. Contact with consumers is forbidden. Do not offer cigarettes, matches, food or money to consumers.
9. **No smoking on any TPC premises.**

XV. FUNDING OUT: If applicable, the Purchase Order or contract is made contingent upon the continuation of federally funded programs, or upon the continued availability of state or local funds to cover the full term and cost of this contract. This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not

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appropriated. In this instance, TPC may cancel this agreement, by giving thirty days (30) advanced written notice to the Vendor.

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SPECIAL INSTRUCTIONS, TERMS, AND CONDITIONS

Please read the following information carefully. Any exceptions to these terms and conditions will cause for a bid to be disqualified. These instructions will take precedence over the General Instructions, Terms and Conditions when they are in conflict.

I. Type of Contract: FIXED PRICE: Prices must be good for a minimum of 60 days.

II. Contract Administration: The Support Services Director will direct and manage the purchase/order contract issued from this RFP.

III. Fax Bids: Fax bids will not be accepted.

IV. Method of Award: Overall low bid in the best interest of Texas Panhandle Centers meeting the specifications and general industry standards.

V. Change Orders: Due to the nature of the project, change orders are allowed if it deviates from the original specifications. Change orders will be in writing and originate from the Purchasing and Materials Management Office. Signatures will be required from TPC and the vendor prior to performing the work.

VI. General: The Vendor is responsible for notifying TPC of any pertinent changes to their business such as sale of business, incorporation, assignments to 3rd party to include changes in a contact person, phone number and address.

VII. Cancellation: This contract may be cancelled by either party with 30 days' advanced written notice.

VIII. Contract Period: The contract will begin as soon as practical and must be completed and invoiced prior to June 26, 2024.