

TEXAS PANHANDLE CENTERS
“Tree Trimming and Removal”

TEXAS PANHANDLE CENTERS

INVITATION FOR BID

IFB # 10062703

**901 Wallace Blvd.
Amarillo, Texas**

DATE ISSUED

September 13, 2026

Mandatory Pre-Bid Meeting

September 24, 2026

BIDS DUE

2:00 p.m. October 6, 2026
(Bid Opening)

TO

Terry Zimmerman, Support Service Manager
901 Wallace Blvd., Building 501
Amarillo, Texas 79106
806-351-3234
terry.zimmerman@txpan.org

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Invitation for Bid

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS SPECIFIED IN THIS INVITATION FOR BID.

Bid Opening: 2:00 p.m. October 6, 2026

Bid ID Number: 10062703

INVOICE ADDRESS:

**Texas Panhandle Centers
P O Box 3250
Amarillo TX 79106**

Project Location:

**Texas Panhandle Centers Campuses
Amarillo TX 79116-3250**

VENDOR ADDRESS:

IF BIDDING, RETURN SEALED BIDS TO:

**Texas Panhandle Centers
Attn: Purchasing and Materials Management
901 Wallace Blvd. Building 501
Amarillo TX 79106**

Federal Tax or Social Security #

Failure TO Sign Will Disqualify Bid:

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.

Contact Person:

Name:

Title:

Phone:

Fax:

E-mail: (Optional)

DELIVERY IN _____ DAYS, Cash Discount _____% _____days

Please complete the following questions: Circle the appropriate selection.

- 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 affairs.

Black American:	Male/Female
Hispanic American:	Male/Female
Asian Pacific American:	Male/Female
Native American:	Male/Female
American Woman:	
Other:	
- Is Amarillo your primary residence? Yes: No:
- Is Texas your primary residence? Yes: No:
- Is this company a Foreign Owned Corp? Yes: No:
- Are you a certified Historically Underutilized Business by any Federal or State Agency, city, county or government entity? Yes: No:

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These specifications will take precedence over any conflict with the general and special terms and conditions.

There will be a Mandatory Pre- Proposal Conference at 901 Wallace Blvd., in Amarillo, Texas 79106, on Thursday, September 24, 2026, at 10:00 am. The meeting will be in the Board Room, with site visits after the meeting.

All bids must be submitted to the Support Services Office, 901 Wallace Blvd., building 501, Amarillo TX 79106 prior to 2:00 pm, Tuesday, October 6, 2026. The bid will not be considered accepted until received in the above office. Acceptance by the receptionist is not considered as accepted. All bids meeting the specification requirements will be opened and read during the 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. One (1) original and Three (3) copies of the Proposal must be provided at the time of submission. The bid opening will be at 2:00 pm on Tuesday, October 6, 2026, in the Board Room of Building 501 at 901 Wallace Blvd. Amarillo TX 79106.

SCOPE OF WORK TO BE PERFORMED

The Vendor will be required to obtain all city permits and meet requirements in compliance with the Amarillo City Codes and applicable industry codes.

Texas Panhandle Centers is soliciting sealed bids from qualified contractors to trim and remove trees and bushes on 23 + acres, located in five locations in Amarillo, Texas.

Removal and Trimming Trees and Bushes

Bivins Pointe 6600 Killgore Drive

- Remove one on northwest side
- Trim Pine trees or remove depending on recommendation
- Trim all trees away from the building
- Trim three trees in Lakeview Courtyard
- Remove one tree in Pharmacy courtyard
- Trim two trees away from Building in Pharmacy courtyard
- Trim all trees away from building in Gardens courtyard

Gulley 6700 Killgore Drive

- Needs to be cleaned up and thinned out

Crisis Unit 2002 Hardy

- Remove two on west side
- Remove one butterfly tree or trim out dead
- Trim remaining butterfly trees around the property
- Trim trees away from west fence
- Trim trees and bushes on the north side of building

ASCI 2004 Hardy

- Trim trees away from fence on north side

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Wallace Campus 901 Wallace Blvd.

Trim trees away from buildings

Remove any dead trees

Trim up trees in large yard

Possibly trim dead out of Locust Trees in front

Trim Mulberry's

Trim all trees away from west fence & parking area's

Trim trees east fence

Trim Cottonwoods

The successful vendor will provide all materials and labor. The vendor will be responsible for all clean-up and any damage caused during the repair.

A **Project Summary** must be submitted by the Vendor along with the bid submission describing the tasks and steps to be taken to complete the job. This shall be submitted to the Support Services Office. This shall include the number of days required for completion.

The vendor must be able to operate in the State of Texas.

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The Vendor must have Worker’s Compensation and a certificate of insurance in the following amounts. A Certificate of Insurance and verification of Worker’s Compensation must be submitted with the bid submission.

Employers Liability:

Bodily Injury by accident:	\$500,000 each accident
Bodily Injury by Disease:	\$500,000 each employee
Bodily Injury by Disease:	\$500,000 Policy Limit

Comprehensive General Liability: \$1,000,000 Aggregate

Combined Bodily: \$1,000,000 Personal & Advertising Liability

Injury and Property Damage: \$1,000,000 each occurrence
\$5,000 medical expenses per person

Owner’s Protective Liability Insurance: \$1,000,000 each occurrence

Bodily Injury: \$1,000,000 Aggregate

A minimum of three (3) references to include a contact person and a phone number must be submitted in the bid package. Failure to submit references will disqualify the bid and it will be considered non-responsive.

The project will start on a mutual date agreed upon by both parties.

BID SUBMISSION REQUIRED FORMS

List of Forms:

- BID submittal clearly marked with BID number, date and time of BID opening on front of package or envelope.
- Completed Page 2 of IFB with authorized signature.
- General summary and history of company/business.
- Project summary of the work to be performed, qualifications and experience. The summary shall include the project manager’s name with a contact number.
- A minimum of three (3) references will be required with contact and phone number.
- Contractor’s License, if applicable
- Worker’s Compensation and Certificate of Insurance

These required forms shall be submitted in the sealed envelope and marked as required in the submission instructions.

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REFERENCE FORM

Bidder: _____

Bid Number: 10062703

Reference: _____

Contact: _____

Address: _____

Phone: _____

Reference: _____

Contact: _____

Address: _____

Phone: _____

Reference: _____

Contact: _____

Address: _____

Phone: _____

Reference: _____

Contact: _____

Address: _____

Phone: _____

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GENERAL INSTRUCTIONS, TERMS AND CONDITIONS TEXAS PANHANDLE MENTAL HEALTH MENTAL RETARDATION

Please read the following information carefully. Any exceptions to these terms and conditions will be cause for a bid to be disqualified. The special instructions in the Invitation for Bid (IFB) 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 IFB.
- B. Bidder Guarantees product offered will meet or exceed the written specifications identified in the IFB.
- 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 IFB and shall include all shipping and handling cost. Price decreases are acceptable at any time with written notice.

III. 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 bid opening date unless otherwise specified in the IFB.
- 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 IFB is descriptive only (not restrictive) and is used to indicate 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 takes no written exception to the referenced example in the bid, the brand names, numbers, etc. exactly as specified in the IFB shall be furnished.
- E. **Condition of Products:** All items bid shall be new and unused and in first class condition, including containers appropriate for shipment and storage, unless otherwise specified in the IFB.
- F. **Warranty:** Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.
- 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 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 IFB.
- I. **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 though the bidder or a representative is present at the bid opening.
- J. **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.
- K. **Addendum's:** Should an addition or correction become necessary after an IFB is issued, an addendum relating the necessary information will be mailed to all bidders having received a

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copy of the initial IFB. 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.

- L. **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.
- M. **Electrical Items:** All electrical items furnished shall meet all applicable OSHA standards and regulations and bear the appropriate listing from UL, FMRC or NEMA.

IV. SUBMISSION OF BID:

- A. **Bid Package:** Bids should be submitted on the IFB 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 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 for public review. **To obtain a copy of the tabulation, email: 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 initialized 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 of TPC. All approvals shall be based upon an acceptable written reason for the action.

V. 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 IFB.
 - 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 IFB, these “General Instructions, Terms and Conditions,” any written addendum’s issued by the TPC and Texas State law.
 - 7. TPC shall be sole judge of “the best interest of TPC”

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- 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 to proceed on 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.

VI. 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.

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

VIII. PAYMENT:

- A. Payments for merchandise purchased will be paid by TPC within 30 days.
- B. TPMHMA 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.

IX. 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.

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X. OTHER PROVISIONS:

- A. TPC is committed to promote 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 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 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 606010 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 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 attempt to resolve all disputes arising out of this contract.

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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 IFB 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. 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.

D. COLLUSION. Vendor 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 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. 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.

XII. 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.

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XIII. VENDOR DELIVERY GUIDELINES TO FOLLOW: Vendors are requested to follow these guidelines when delivering on the campus 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 have the right-of-way at all times. Drive with extreme caution, and be prepared to cope with unexpected circumstances.
6. **TPC IS A TOBACCO FREE CAMPUS. All smoking, including vaping, must be done off campus.**
6. Firearms and alcoholic beverages are forbidden on campus.
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.

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

SPECIAL INSTRUCTIONS, TERMS, AND CONDITIONS

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

H. Type of Contract: Fixed Price: Prices must be good for a minimum of 60 days.

II. Contract Administration: The Purchasing and Materials Management Office will direct and manage the purchase/order contract issued from this IFB. The Maintenance Department will assign an authorized staff to supervise and direct the project.

III. Fax Bids: Will not be accepted.

IV. Method of Award: Overall low bid, or, what is 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 the vendor prior to performing the work.

VI. General: The Vendor is responsible for notifying TPC 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. Bid Submission: All bids must be submitted to the Purchasing and Materials Management Office, 901 Wallace Blvd., Amarillo TX 79106 prior to 2:00pm September 8, 2026. The bid will not be considered accepted until in the above office. Acceptance by the Receptionist is not considered as accepted. All bids meeting the specification requirements will be opened and read during the 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. The bid opening will be held in the board room of building #501 at 901 Wallace Blvd. Amarillo TX 79106.