

Panola College
Request for Proposal (RFP) Packet
Purchase of New One-Ton Truck

Panola College (the College) is seeking bids to purchase a new one-ton truck from qualified dealerships (Respondents).

Critical Dates

Respondents must submit sealed, written bids to the College by 2:00 PM CST on February 6, 2023.

Bidding Instructions

Bidders must initial each page of this packet, complete the Bid Form below, include the Dealer's detailed invoice (listing all standard and optional equipment on the vehicle) and mail or deliver the complete packet (all pages and sealed) to Panola College, 1109 West Panola, Carthage, Texas 75633, Attention Alan Howard, Vice-President of Fiscal Services on or before 2:00 PM CST, February 6, 2023. Proposals must be completed in ink. Incomplete or unsigned bid packets will not be considered. Facsimile or electronically transmitted proposals will not be accepted. Late proposals will be returned unopened.

Vehicle Specifications

Type: One-Ton, Dual Wheel Truck

Condition: New 2022 or 2023 year model

Engine: 6.6 L V-8 or larger Diesel

Transmission: Automatic (towing package)

Drive: 4 WD

Passenger Capacity: Crew Cab, full four-door

Towing: Complete Gooseneck towing package (incl brake controller)

Interior: Vinyl with bench seats

Warranty: Full and complete manufacturer's warranty

Note: These specifications listed are the minimally acceptable options. Vehicles with greater options will be considered.

Selection Process

The College will appoint a committee from its executive staff and employees to assess the proposals. The successful bidder will be selected based on the following weighted criteria:

Offer Price – Weight 80%

Reputation of Respondent and vehicle manufacturer – Weight 20%

The selected proposal will be submitted to the College's President for final approval on or before February 7, 2023. The College reserves the right to reject or accept any bid or reject all bids based on its assessment of its best interest.

Payment

The College will tender full payment to the successful bidder within one week after the receipt of its invoice. Please note the College is exempt from all governmental tax assessments.

Bidder's Initials _____ Date _____

Delivery of Vehicle

The successful bidder will deliver the vehicle as soon as possible after being awarded this purchase contract, but in no case later than when payment is made by the College.

Panola College
Request for Proposals (RFP) Packet
Bid Form

Sales Price Offer (Including all fees, registration and licenses) \$ _____

The College and Respondent acknowledges that this offer is on an "as is" basis.

Respondent acknowledges that Respondent has read and understands the bid process and the terms and conditions of this transaction.

Executed this _____ day of _____, 2023

Entity or Individual's Printed Name

By: _____

Printed Name

Title

Contact Information:

Accepted by Panola College

Signed _____
Dr. Gregory Powell, President

Date _____

Bidder's Initials _____ Date _____

ADDITIONAL TERMS AND CONDITIONS (REQUIRED STATE OF TEXAS)

Antitrust Affirmation

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:
(1) in connection with this Response, neither I nor any representative of the Respondent has violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, as amended;
(2) in connection with this Response, neither I nor any representative of the Respondent have violated any federal antitrust law; and (3) neither I nor any representative of the Respondent have directly or indirectly communicated any of the contents 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.

Buy Texas Affirmation

In accordance with Section 2155.4441 of the Texas Government Code, Respondent agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

Child Support Obligation Affirmation

Under Section 231.006 of the Texas Family Code, the vendor or applicant certifies that the individual or 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

Dealings with Public Servants Affirmation

Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Response.

Debts and Delinquencies Affirmation

Respondent agrees that any payments due under the contract shall first be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan

Upon request of the College, Respondent shall provide the descriptions of its business continuity and disaster recovery plans.

Disclosure of Prior State Employment

In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Respondent certifies that it does not employ an individual who has employed by Agency or another agency at any time during the two years preceding the submission of the Response or, in the alternative, Respondent has disclosed in its Response the following: (i) the nature of the previous employment with Agency or the other agency; (ii) the date the employment terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

Dispute Resolution

Bidder's Initials _____ Date _____

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract.

Entities that Boycott Israel

Respondent represents and warrants that, pursuant to Section 2271.002 of the Texas Government Code, Respondent does not boycott Israel and will not boycott Israel during the term of the contract unless Respondent is exempt under the statute. Section 2271.002, as amended, exempts sole proprietorships or companies (as defined in the statute) with less than 10 full-time employees when the contract amount is less than \$100,000. Respondent, if subject to Section 2271.002 (as amended), agrees to sign a separate affidavit attesting that respondent does not boycott Israel and will not boycott Israel during the term of this contract under the penalty of perjury.

Entities that Boycott Energy Companies

Respondent represents and warrants that, pursuant to Section 2274.002 of the Texas Government Code, Respondent does not boycott energy companies and will not boycott energy companies during the term of the contract unless Respondent is exempt under the statute. Section 2274.002 exempts companies (as defined in the statute) with less than 10 full-time employees when the contract amount is less than \$100,000. Respondent, if subject to Section 2274.002 so agrees to this statute by execution of this document under the penalty of perjury.

Entities that Discriminate Against Firearm Entities or Trade Association

If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies by execution of this document that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Exemption criteria includes the following:

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

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

Bidder's Initials _____ Date _____

reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association."

E-Verify Program

Respondent certifies that for contracts for services, Respondent shall utilize the U. S. Department of Homeland Security's E-Verify system during the term of the contract to determine eligibility of: (1.) all persons employed by Respondent to perform duties within Texas; and (2.) all persons, including subcontractors, assigned by Respondent to perform work pursuant to the contract within the United States of America.

Excess Obligations Prohibited

The contract is subject to termination or cancellation, without penalty to the College, either in whole or in part, subject to the availability of state funds.

Excluded Parties

Respondent certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

Executive Head of a State Agency Affirmation

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Respondent certifies that it is not (1) the executive head of a Texas State Agency, (2) a person who at any time during the four years before the date of the contract was the executive head of a Texas State Agency, or (3) a person who employs a current or former executive head of a Texas State Agency.

False Statements

Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.

Financial Participation Prohibited Affirmation

Under Section 2155.004(b) of the Texas Government Code, 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 the contract may be terminated and payment withheld if this certification is inaccurate.

Foreign Terrorist Organizations

Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

Former Agency Employees

Bidder's Initials _____ Date _____

Respondent represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of the Agency during the twelve (12) month period immediately prior to the date of execution of the contract.

Governing Law and Venue

The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Panola County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting Agency.

Indemnification

RESPONDENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND PANOLA COLLEGE, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. RESPONDENT AND AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

No Conflicts of Interest

Respondent represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. If circumstances change during the course of the contract, Respondent shall promptly notify the College.

Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas 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.

Public Information Act

Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Bidder's Initials _____ Date _____

Signature Authority

By submitting the Response, Respondent represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract that may result from the submission of this Response.

State Auditor’s Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Suspension and Debarment

Respondent certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

Television Equipment Recycling Program

Respondent certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

Terms and Conditions Attached to Response (This Clause does not apply to contracts but is an Essential Clause for solicitations.)

Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.

Texas Bidder Affirmation (This Clause does not apply to contracts but is an Essential Clause for solicitations.)

Respondent certifies that if a Texas address is shown as the address of the Respondent on this Response, Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.