



REQUEST FOR PROPOSAL NO.: 2009-145-C

CSP – Library RFID system

DOCUMENTS ARE DUE TO THE PURCHASING DIVISION PRIOR TO:

3:00 PM (CDT) on Tuesday, JULY 28, 2009

NO LATE PROPOSALS WILL BE ACCEPTED

*****VENDOR MUST SUBMIT ONE (1) ORIGINAL WITH ALL SUPPORTING PROPOSAL DOCUMENTS AND THREE (3) COPIES ARE REQUIRED TO FACILITATE EVALUATION. IF “COPY(IES)” ARE NOT SUBMITTED WITH THE ORIGINAL, YOUR CSP MAY BE CONSIDERED AS “NON-RESPONSIVE TO SPECIFICATIONS” AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.**

Time Critical Request For Proposal Deliveries: The City of Plano, Texas can not guarantee, due to internal procedures, that any documents sent Priority Mail will be picked up and delivered by the closing date and time. It is recommended that critical document deliveries be made either in person or via an alternate delivery method.

NOTE TO PERSPECTIVE BIDDERS REGARDING REGISTRATION ON WWW.BIDSYNC.COM: THE CITY OF PLANO UTILIZES THE E-PROCUREMENT SYSTEM CSP DEPOT (www.bidsync.com) TO RECEIVE AND DISTRIBUTE REQUESTS FOR PROPOSALS AND BIDS. THERE IS NO CHARGE TO THE VENDOR FOR USING THIS E-PROCUREMENT SYSTEM. TO REGISTER AS A VENDOR GO TO www.bidsync.com THE USE OF THIS SYSTEM IS TOTALLY FREE FOR VENDOR BIDDING ON CITY OF PLANO POSTED BIDS/CSP/RFP/RFQ/BEST VALUE BIDS, ETC.

FOR ADDITIONAL INFORMATION CONCERNING THIS CSP PLEASE

CONTACT:

Nancy Corwin

Buyer II

(972) 941-7137

nancyc@plano.gov

*******GENERAL INFORMATION*******

CITY OF PLANO, TEXAS

REQUEST FOR PROPOSAL NO.: 2009-145-C

CSP – Library RFID system

The Plano Public Library System (PPLS) is seeking proposals on the hardware, software, and support services necessary to install and enable the management of a RFID enabled self-check, collection management, and security system. If a product brand name is referenced it is solely for the specification of the requirements for applications and interoperability or a benchmark for performance. The award will be based on the evaluation criteria as stated herein.

QUESTIONS CONCERNING CSP

To ensure that all prospective respondents have accurately and completely understood the requirements, the City of Plano – Purchasing Division will accept questions up until **12:00 Noon (CDT) on Tuesday, July 21, 2009**. Questions **must** be submitted in writing via www.bidsync.com.

“NO QUESTIONS WILL BE ANSWERED VIA TELEPHONE.”

DELIVERY OF CSP

Mark CSP package(s): **“CSP No. 2009-145-C, CSP – Library RFID system”**. All CSP’s **must** be delivered or mailed to the following location **prior** to **3:00 pm (CDT) on Tuesday, July 28, 2009**.

Deliver to:

City of Plano – Purchasing Division
1520 Avenue K, Suite 370
Plano, TX 75074

or

Mail to:

City of Plano – Purchasing Division
P.O. Box 860358
Plano, TX 75086-0358

PUBLIC OPENING

CSP’s will be publicly opened in the Purchasing Division, Municipal Center, 1520 Avenue K, Suite 370, Plano, TX 75074 on **Tuesday, July 28, 2009 at 3:00 pm (CDT)**. Only the names of the firms submitting CSP’s will be read aloud at the public opening.

*******GENERAL INFORMATION*******

CITY OF PLANO, TEXAS

SMWBE POLICY

IT IS THE POLICY OF THE CITY OF PLANO TO INVOLVE SMALL BUSINESSES AND MINORITY/WOMAN OWNED BUSINESSES TO THE GREATEST EXTENT POSSIBLE IN THE PROCUREMENT OF GOODS, EQUIPMENT, SERVICES AND CONSTRUCTION PROJECTS. TO ASSIST US WITH OUR RECORDKEEPING, VENDORS SHOULD IDENTIFY ANY SMALL/MINORITY/WOMAN-OWNED COMPANY BEING UTILIZED IN THIS BID AND NOTE THE MONETARY INVOLVEMENT.

WRITTEN CONTRACT VERBIAGE

The successful vendor must execute a **CONTRACT** within ten (10) days after receipt of documents. Proposer/Vendor agrees to submit to the City, a corporate resolution, certificate of partnership, partnership agreement or joint venture agreement which identifies the person(s) authorized to execute a contract on behalf of the corporation, partnership or joint venture.

ANNUAL CONTRACT VERBIAGE

This agreement will contain a fixed pricing structure for the term of the agreement. Quantities shown are estimates and NOT a commitment to buy any specific quantity. Orders will be placed on a non-exclusive, "as needed", basis. Orders placed by the City of Plano will be done so utilizing Contract Release Orders (CRO's). All invoices must reference City of Plano CRO number.

The City will have the right and option to extend the term of the agreement for three additional one (1) year periods upon the same terms and conditions. The City will also have the right and option to terminate the agreement upon thirty (30) days written notice.

INSURANCE VERBIAGE

Upon request, the successful vendor must SUBMIT PROOF OF MEETING NECESSARY INSURANCE REQUIREMENTS within ten (10) business days of notification by the City of Plano. Failure to respond within ten (10) business days will be grounds for declaring vendor non-responsive to specifications.

Proposal No. 2009-145-C CSP for Library RFID system

I. Introduction

The Plano Public Library System (PPLS) will be installing an RFID tracking and materials handling system. The City is soliciting proposals for a turnkey solution which includes hardware, software, shipping, installation, training, and ongoing maintenance and enhancements. If a product brand name is referenced it is solely for the specification of the requirements for applications and interoperability or a benchmark for performance. The award will be based on the best proposal to the City.

Background

A. Library System

PPLS is currently comprised of five (5) Library branches.. We utilize a single bar-coded library card across all locations. Library materials frequently move between branches and are currently also identified by a bar code.

The Library's integrated Library software (ILS) is Polaris from Polaris Library Systems. It includes modules for Acquisitions, Cataloging, Serials, Circulation, OPAC, phone notification, Z39.50 server and system administration.

The Library's catalog is searchable in-house via either a staff or public client and also through a web interface which makes OPAC and several patron account functions available from home or any other Internet-connected site. Each library branch is connected to the Internet (and the ILS servers) by a 10mb telecommunications line.

B. Library Collection

The Library's collection of materials at the end of the current fiscal year is estimated to be 823,502 items. The circulating collection includes hard cover and paperback books, DVDs, music CDs, books on CD, and children's books, book/CD combinations, and various types of kits.

C. Bibliographic Statistics

Bibliographic records	402,810
Item records (approx.)	787,764
Disc materials (CD / DVD)	47,317
Other materials	740,447
New bib records added per year	35,000
New items added per year	71,000

D. Circulation Statistics

Last year's circulation statistics showed that 2,890,139. items were checked out from the PPLS. Total active patrons total almost 65,000, with over 183,000 total registered library card holders.

Currently there are 13 (3M model 7410) RFID ready self-check systems in operation. In addition there is 1 3M Staff Workstation RFID ready check-in units at the Harrington branch.

II. Pre-bid Conference/Site Visit

A. Pre-Bid Conference

A pre-bid conference will be conducted on **Tuesday, July 8, 2009; 9:00AM** at the following location:

W.O. Haggard Jr. Library
2501 Coit Road
Plano, TX 75075

Attendance at the pre-bid conference is optional.

B. Site Visit

A site visit at Haggard library will be conducted immediately following the pre-bid conference. A site visit is mandatory. Those vendors who are unable to attend the pre-bid conference/site visit must arrange a site visit by contacting **Michael Shamel** at **(972) 769-4455**. Site visits must be scheduled 24 hours in advance. Site visits may be scheduled Monday thru Friday between 8:30AM and 4:30PM. Site visits must be completed no later than **4:30PM** on **Friday, July 17, 2009**.

III. Scope of Work

A. Minimum Requirements:

The vendor of the RFID tracking and materials handling system proposed should be in a position to meet the following critical requirements by the date proposals are due. The vendor should have available and be in a position to refer to an operational site or sites, and to give demonstrations of the use and functions of the following integrated modules.

- 1) Converting materials from barcode to RFID tag regardless of medium of the item.

- 2) Tagging of a newly acquired item regardless of medium of the item
- 3) Real-time interface to automated library system's circulation module
- 4) Staff charge-out
- 5) Staff discharges (preferably the same as the charge-out stations)
- 6) Patron self-charge
- 7) Automated sorting system capable of sorting materials into a minimum of 3 bins
- 8) Inventorying with portable wand
- 9) Shelf reading with portable wand
- 10) Activity statistics compilation and display
- 11) Detection System

B. Technical Specifications:
See form titled "Exhibit A".

C. Installation Requirements

- 1) The proposed system must be installed according to a schedule determined in coordination with Library staff to minimize disruption.
- 2) Vendors should recommend an installation plan. The Library anticipates starting the retrospective conversion-tagging project in Month 200x. Installation will be completed within 30-60 days of Bid being awarded
- 3) Vendor must also be available for consultation on placement of hardware to accommodate network infrastructure, power and ventilation requirements, building restrictions, etc., and to maximize the workflow, staffing and patron convenience issues..
- 4) No subcontracting is authorized on installation.

D. The following are desirable features and options but are not required

- 1) Where applicable, consider providing new electronic products that earn the ENERGY STAR and are configured properly for automatic energy-saving features, as per current ENERGY STAR specifications. The vendor shall provide customer support with respect to power management features, such that these features remain properly enabled and repaired if a malfunction occurs. The vendor is encouraged to visit www.energystar.gov for complete product specifications and an updated list of qualifying products. Identify Energy Star products in your proposal.

IV. Product Configuration

Quantity Required (Please break bid pricing into 2 sections as listed below (Required and Optional). Equipment is expected to include, but is not limited to, the following:

Required

	Regular Tags	Self Checks	Staff Wkstation Readers	Handhelds	Detection System	Conversion Station	Sorting System
Branch WOH			4+1+1	2	2*, 1**	2	1
Branch GH			4+1	1	1**	1	1
Branch MMD			4+1	1	1**	1	1
Branch LERS			3 +1	1	1**	1	1
Branch CAP			4+1	1	1**	1	1
Total Units	900,000		25	6	7	6	5

* single gate, ** double gate

Optional

	Self Checks	Self Check Credit Card Processing	Automatic Feeder for sorting system			
Branch WOH	1	1	1			
Branch GH	1	1	1			
Branch MMD	1	1	1			
Branch LERS	1	1	1			
Branch CAP	1	1	1			
Branch MRL						
Total Units	5	5	5			

V. Training and Service

The Library seeks to train key circulation, technical services, system administrator and public services staff in the use of all equipment. Total number of staff to be trained is approximately 27.

- A. All installation training will be performed by vendor staff and will take place at the W.O. Haggard Library.
- B. The Library requires technical manuals and user manuals, plus any other materials that are typically distributed during training. Operation manuals must be provided with the equipment.
- C. The Library requires that manuals also be available on electronic format with unlimited distribution within the Library, and shall be supplied free of charge.
- D. The Library requires interaction with the vendor sales staff and technical support staff during installation planning, the installation phase and follow-up immediately after such installation.
- E. Introductory operator / user / staff training shall be provided at no charge.
- F. Indicate options and pricing for additional staff training periods and topics.

VI. Warranty/Service Options

Submit warranty offers, standard and extended, as a separate line item in the proposal.

- A. The circulation RFID tags must be guaranteed to be effective for the life of the item to which they are originally affixed and, if found to be defective, they must be replaced at no cost to the Library.
- B. The vendor must provide an all-inclusive 12-month warranty on equipment, software, and components and offer a maintenance / service contract thereafter. All proposed maintenance / service contracts are subject to negotiation by the Library.
- C. The vendor must offer a 12-month 100% money-back satisfaction guarantee on all equipment purchased and covered by 12-month maintenance/service agreement.
- D. Software maintenance/service: Defect correction version software releases must be supplied at no additional charge to the Library.
- E. A service provider that is fully trained and certified by the manufacturer shall perform Service.
- F. The Library shall be able to request service on a using a toll free 800 number.
- H. Failure of vendor to meet specified standards may result in termination of service contract.
- J. The maintenance/service agreement must be renewable on an annual basis.

- K. The maintenance/service agreement must include remote maintenance for expert technical consultation and software support.
- L. Warranty and maintenance/service requirements apply to both Required and Optional hardware/software.

VII. Qualifications

- A. List any certifications that the vendor maintains for its technicians and designers as indicated in the Submittal Section.

VIII. Work History, Corporate Experience, and Capacity

- A. Provide customer contact information on the last three projects that are similar in scope. See form titled "Attachment A".
- B. Form of ownership
- C. Number of years the Bidder has been in business under its current name, state any previous company names, and years in business as such.
- D. Corporations shall provide the year and state of incorporation.
- E. Partnerships shall provide the names of the partners, and the length of its existence.
- F. State if the Bidder is presently negotiating a sale, acquisition or merger that would alter the Bidder's existing structure.
- G. Any other information that demonstrates the Bidder's experience, ability and capacity to produce the required outcomes requested in this CSP.

Failure to provide the above information may result in the Bidder being disqualified and its proposal not considered. The Plano Public Library System reserves the right to contact any and all references to obtain, without limitation, information regardless of the Bidder's performance on the listed jobs.

IX. Insurance

The successful proposer will be required to purchase and maintain, during the term of the contract, insurance as described in this proposal document.

X. Demonstration

The City reserves the right to visit one of your client's facilities that is similar in scope to this project.

XI. Submittals

Submit original proposal and three (3) hard copies of your proposal to the City of Plano. In order for your proposal to be considered, proposer should provide the requested information in the order listed below with each section clearly identified. Omission of any requested information could cause your response to be deemed non-responsive. Proposals should include the following information:

A. Submittals for informational purposes

1. Title Page

Showing the proposal subject; the firms name; the name, address and telephone number of a contact person; and the date of the submission.

2. Executive Summary

Summary should state the submitters understanding of the requested project and the ability to meet the City's objectives and specifications.

3. Submit a project time line.

B. Submittals for evaluation purposes

1. Executive Summary

Summary should state the submitters understanding of the requested project and the ability to meet the City's objectives and specifications.

2. List all products and features, technical and performance, that would enhance the system beyond the minimum specifications noted herein.

3. Provide the qualification and work history information as noted in Section VII and VIII.

4. Submit all standard warranty documents along with warranty/service options. Fees for these warranty/services are not to be included in this section. Please include fees for warranty/services in the cost proposal under separate cover as indicated in Submittals Section XI. B. 5.

5. Cost of proposal.

Vendor must spell out all expenses projected for this proposal.

No additional fees will be considered unless they are disclosed and approved in advance by the City of Plano. Pricing should include the following information:

- a. Project Fees
- b. Training Fees
- c. Warranty/Service Options Fees
- d. **Submit proposed pricing under separate cover with your proposal.** Please **do not** include a copy of the pricing in the proposal copies.

6. Submit general operator instructions to be evaluated as a “user friendly” system.

7. Implementation Plan

Provide a project management plan including key activities, reasonable target dates, and assumptions for implementation of the RFID system. Fully explain the technical configuration of the proposed system including:

- a. Any platform servers and operating system
- b. Client software
- c. Client access licenses (if required)
- d. Hardware configurations
- e. Peripheral requirements
- f. Network Requirements
- g. Training

8. Forms

- a. Affidavit of No Prohibited Interest
- b. Supplemental Information
- c. Insurance Requirements Affidavit
- d. Vendor Acknowledgment Form

XII. Evaluation Criteria

A review committee will judge the merit of proposals received in accordance with the general criteria defined herein. Failure of proposers to provide in their proposal any information requested in this CSP may result in disqualification of

the proposal. The sole objective of the review committee will be to select the proposal that is most responsive to the City's needs. The City reserves the right to interview candidates during this process.

The contract will be awarded based on the following evaluation criteria:

- A. Extent of the offer to exceed the needs of the City as evidenced in Submittals Section XI. B. 1. and 2. (30%)
- B. Work History and Qualifications as evidenced in Submittals Section XI. B. 3. (20%)
- C. Service/warranty plan offer as evidenced in Submittals Section XI. B. 4. (10%)
- D. Proposal price as evidenced in Submittals Section XI. B. 5. (30%)
- E. Ease of use as evidenced in Submittals Section XI. B. 6. and from the demonstration option in Section X. (10%)

XIII. Best and Final Offer

The City reserves the right to request a Best and Final Proposal from any or all proposers.

XIV. Questions Deadline

The City of Plano requires that all questions relating to this proposal be entered through the "Create New Question" option available through www.bidsync.com **by 12:00PM (CST) on Tuesday, July 21, 2008.** Questions will only be accepted until the stated deadline.

PROPOSAL F.O.B. DESTINATION (per equipment table seen in IV):

Gladys Harrington Library (GH)
1501 18th Street
Plano, TX 75074

W.O. Haggard Jr. Library (WOH)
2501 Coit Road
Plano, TX 75075

Christopher A. Parr Library (CAP)
6200 Windhaven Parkway
Plano, TX 75093

L.E.R. Schimelpfenig Librtary (LERS)
5024 Custer Road
Plano, TX 75023

Maribelle M. Davis Library (MMD)
7501-B Independence Parkway
Plano, TX 75025

Attachment "A"
CLIENT WORK HISTORY

Proposer is to list the contracts with like Scope of Work as noted below:

Client Name: _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Description of service provided: _____

Client Name: _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Description of service provided: _____

Contact Name: _____
Phone Number: _____
Dates of Service: _____
Description of service provided: _____

Form of ownership _____
Number of years the Bidder has been in business under its current name, state
any previous company names, and years in business as such.

Corporations shall provide the year and state of incorporation.

Partnerships shall provide the names of the partners, and the length of its
existence. _____

State if the Bidder is presently negotiating a sale, acquisition or merger that
would alter the Bidder's existing structure. _____

Additional pages may be submitted to clarify Work History.

Price Proposal

Price Required _____

Included in Required Pricing	Description/Comments
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Price Optional _____

Included in Optional Pricing	Description/Comments
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Additional pages may be submitted to clarify pricing and product

Insurance Requirements

Requirements

Contractors performing work on City property or public right-of-way for the City of Plano shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Plano.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate; Or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated B+VI or higher by A.M. Best or A or higher by Standard & Poors
1. Business Auto Liability	As required by State of Texas	
Workers' Compensation & Employers' Liability	Statutory Limits \$100,000 each accident	City to be provided a waiver of subrogation

Questions regarding this insurance should be directed to the City of Plano Purchasing Department at (972) 941-7557

A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

INSURANCE REQUIREMENT AFFIDAVIT
(SUPPLEMENTAL INFORMATION)

(To be completed by appropriate Insurance Agent)

I, the undersigned agent, certify that the insurance requirements contained in this proposal document have been reviewed by me with the below identified vendor. If the below identified vendor is awarded this contract by the City of Plano, I will be able, within ten (10) working days after being notified of such potential award, to furnish a valid insurance certificate to the City meeting all of the requirements contained in this proposal.

Agent's Signature

Agent's Name Printed

Name of Insurance Carrier

Address of Agency

City, State, Zip

Phone number where Agent may be contacted

Vendor's Name (please print or type)

SUBSCRIBED AND SWORN to before me by the above named _____

on this the _____ day of _____, 20____.

Notary Public in and for the State of _____.

NOTE TO AGENT:

IF THIS TIME REQUIREMENT IS NOT MET, THE CITY HAS THE RIGHT TO DECLARE THIS VENDOR NON-RESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOWEST PROPOSER MEETING THE SPECIFICATIONS. IF YOU HAVE ANY QUESTIONS CONCERNING THESE REQUIREMENTS, PLEASE CONTACT THE CITY OF PLANO PURCHASING DIVISION AT 972-941-7557.

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer of _____
_____ (herein "Contractor") is either employed by the City of Plano or is
an elected official of the City of Plano and who has a financial interest, direct or indirect, in any
contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the
City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per
Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of
Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of
the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time
during the term of this contract will render the contract voidable.

Name of Contractor

By: _____
Signature

Print Name

Title

Date

STATE OF _____ §

§

COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of

_____, 200__.

Notary

VENDOR SUPPLEMENTAL INFORMATION

Please provide the following information for contract development:

- Is the company a
- | | | | |
|----|---------------------|-----------|----------|
| 1. | Sole Proprietorship | _____ Yes | _____ No |
| 2. | General Partnership | _____ Yes | _____ No |
| 3. | Limited Partnership | _____ Yes | _____ No |
| 4. | Corporation | _____ Yes | _____ No |
| 5. | Other _____ | _____ Yes | _____ No |

If the company is a **sole proprietorship**, please list the owner's full legal name, the name under which business is conducted (i.e. d/b/a), the address for the company, including the state and county in which your business is located:

If the company is a **general partnership**, please list the exact name of the partnership, whether it is a partnership formed under the laws of the State of Texas or another state, the business address for the partnership, including the state and county, and list of the names of all of the partners for the partnership:

If the company is a **limited partnership**, please list the exact name of the limited partnership, whether it is a limited partnership formed under the laws of the State of Texas or another state, the business address for the limited partnership, including the state and county, and list the names of all the general partners for the partnership:

In the case of a **limited partnership** (foreign or domestic), is it registered with the Secretary of State of the State of Texas and authorized to do business in this State? _____ Yes _____ No

In the case of a **limited partnership** (foreign or domestic), is its general partner(s) registered with the Secretary of State of the State of Texas and authorized to do business in this State? _____ Yes _____ No

If the company is a **corporation**, please list the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers for the corporation:

In the case of a **corporation** (foreign or domestic), is it registered with the Secretary of State of the State of Texas and authorized to do business in this State? _____ Yes _____ No

If the company is a **limited liability company**, please list the exact name of the limited liability company, whether it is a limited liability company formed under the laws of the State of Texas or another state, the business address for the limited liability company, including the state and county, and list the names of all the members/managers for the limited liability company:

In the case of a **limited liability company** (foreign or domestic), is it registered with the Secretary of State of the State of Texas and authorized to do business in this State? _____ Yes _____ No

In the case of a **limited liability company** (foreign or domestic), is its member(s)/manager(s) (if not an individual) registered with the Secretary of State of the State of Texas and authorized to do business in this State? _____ Yes _____ No

If the company is **another entity** not listed above, please list the exact name and type of company, the state under which it is formed, the business address for the company, including the state and county, and list the names of all of the persons authorized to act on the company's behalf:

In the case of **another entity** (foreign or domestic), is it registered with the Secretary of State of the State of Texas and authorized to do business in this State? _____ Yes _____ No

Please provide a list of names and capacity of all individuals who are authorized to execute contracts or documents on behalf of your organization:

Is the company a minority, or woman-owned business enterprise?

_____ No _____ Yes If yes, specify: _____ MBE _____ WBE

Has the company been certified as a minority/woman-owned business by any governmental agency?

_____ No _____ Yes

If yes, specify the governmental agency: _____

Date of certification: _____



CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)

Any vendor who completes the "Conflict of Interest Questionnaire (CIQ)" must separately

file the form with the City Secretary's Office at:

CITY OF PLANO

ATTN: CITY SECRETARY'S OFFICE

P.O. BOX 860358

PLANO, TX 75086-0358

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being 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 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.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

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 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.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

CONFLICT OF INTEREST QUESTIONNAIRE**For vendor or other person doing business with local governmental entity**

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

Amended 01/13/2006

Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the

questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government

officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

Describe and other affiliation or business relationship that might cause a conflict of interest.

Signature of person doing business with the governmental entity

Date

Amended 01/13/2006

Local Government Officers
City of Plano, Texas

For purposes of completion of the required Conflict of Interest
Questionnaire for the City of Plano Texas (required by all Vendors who
submit bids/proposals), Local Government Officers are:

Mayor: Pat Evans

Councilmembers: Sally Magnuson, Mayor Pro Tem
Jean Callison, Deputy Mayor Pro Tem
Shep Stahel
Scott Johnson
Loretta Ellerbe
Harry LaRosiliere
Lee Dunlap

City Manager: Thomas H. Muehlenbeck

GENERAL CONDITIONS OF BIDDING ELECTRONIC AND/OR PAPER BASED BIDS

- 1** **REQUIRED INFORMATION:** CITY OF PLANO BID PACKETS CONTAIN VARIOUS SECTIONS REQUIRING COMPLETION. THE BID FORM SECTION OF THE BID PACKET MUST BE COMPLETED PRIOR TO THE DATE AND TIME SET FOR BID OPENING AND INCLUDED WITH THE BID PACKET OR THE VENDOR WILL BE FOUND NON-RESPONSIVE. VENDORS MAY BE REQUIRED TO COMPLETE AND SUPPLY ALL INFORMATION CONTAINED IN THE "SUPPLEMENTAL INFORMATION" PORTION OF THE PACKET AT A DATE AFTER BID OPENING. FAILURE TO COMPLETE "SUPPLEMENTAL INFORMATION" REQUIREMENTS IN A TIMELY MANNER, PRIOR TO COUNCIL AWARD, MAY BE USED BY THE CITY IN DETERMINING A VENDOR'S RESPONSIBILITY.
- 2** **INSTRUCTIONS:** THESE INSTRUCTIONS APPLY TO ALL QUOTATIONS AND BECOME A PART OF TERMS AND CONDITIONS OF ANY BID PACKET SUBMITTED.
- 3** **THESE GENERAL CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY OF PLANO.**
- 4** **ERROR-QUANTITY:** BID PRICE MUST BE SUBMITTED ON UNITS OF QUANTITY SPECIFIED, EXTEND, AND TOTAL SHOWN, IN THE EVENT OF DISCREPANCIES IN EXTENSIONS, THE UNIT PRICE SHALL GOVERN.
- 5** **MAKE-MODEL:** PLEASE QUOTE AS LISTED OR GIVE EQUAL. IF ITEM OFFERED IS OTHER THAN AS INDICATED, BIDDER MUST STATE MAKE, MODEL, AND PART NUMBER OF PRODUCT QUOTED. EQUALITY WILL BE DETERMINED BY THE SPECIFICATIONS.
- 6** **SPLIT AWARD:** THE CITY OF PLANO RESERVES THE RIGHT TO AWARD A SEPARATE CONTRACT TO SEPARATE VENDORS FOR EACH ITEM/GROUP OR TO AWARD ONE CONTRACT FOR THE ENTIRE BID. THE CITY RESERVES THE RIGHT TO TAKE INTO CONSIDERATION CONTRACT ADMINISTRATION COSTS FOR MULTIPLE AWARD CONTRACTS WHEN DETERMINING LOW BID.
- 7** **PRICING:** BID PRICE(S) QUOTED, MUST BE HELD FIRM FOR NINETY (90) DAYS TO ALLOW FOR EVALUATION UNLESS OTHERWISE STATED IN THIS DOCUMENT.
- 8** **F.O.B./DAMAGE:** QUOTATIONS SHALL BE BID F.O.B. DELIVERED, MUNICIPAL FACILITY, PLANO, TX, AND SHALL INCLUDE ALL DELIVERY AND PACKAGING COSTS. THE CITY OF PLANO ASSUMES NO LIABILITY FOR GOODS DELIVERED IN DAMAGED OR UNACCEPTABLE CONDITION. THE SUCCESSFUL BIDDER SHALL HANDLE ALL CLAIMS WITH CARRIERS, AND IN CASE OF DAMAGED GOODS, SHALL SHIP REPLACEMENT GOODS IMMEDIATELY UPON NOTIFICATION BY THE CITY OF DAMAGE.
- 9** **INVOICES:** INVOICES MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER TO THE CITY OF PLANO, ACCOUNTING DEPARTMENT, P. O. BOX 860279, PLANO, TX, 75086-0279.
- 10** **PAYMENT TERMS:** PAYMENT TERMS ARE NET 30 UNLESS OTHERWISE SPECIFIED BY THE CITY IN THIS BID PACKET.
- 11** **TAXES:** THE CITY OF PLANO IS EXEMPT FROM FEDERAL MANUFACTURER'S EXCISE AND STATE SALES TAX. **TAX MUST NOT BE INCLUDED IN BID.** TAX EXEMPTION CERTIFICATES WILL BE EXECUTED BY THE CITY AND FURNISHED UPON REQUEST.
- 12** **SPECIFICATION-SAMPLES:** ANY CATALOG, BRAND NAMES, OR MANUFACTURER'S REFERENCE IN THIS BID PACKET IS DESCRIPTIVE AND **NOT** RESTRICTIVE, AND IS USED TO INDICATE TYPE AND QUALITY LEVEL DESIRED FOR COMPARISON PURPOSES UNLESS SPECIFICALLY EXCLUDED. SAMPLES, IF REQUIRED, SHALL BE FURNISHED FREE OF EXPENSE TO THE CITY. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
- 13** **DELIVERY PROMISE – PENALTIES:** QUOTATIONS **MUST** SHOW THE NUMBER OF CALENDAR DAYS REQUIRED TO PLACE THE MATERIALS IN THE POSSESSION OF THE CITY. **DO NOT** QUOTE SHIPPING DATES. WHEN DELIVERY DELAY CAN BE FORESEEN, THE BIDDER SHALL GIVE PRIOR NOTICE TO THE PURCHASING DIVISION, WHO SHALL HAVE THE RIGHT TO EXTEND THE DELIVERY DATE IF REASONS FOR DELAY APPEAR ACCEPTABLE. DEFAULT IN PROMISED DELIVERY, WITHOUT ACCEPTABLE REASONS, OF FAILURE TO MEET SPECIFICATIONS, AUTHORIZES THE PURCHASING DIVISION TO PURCHASE GOODS ELSEWHERE, AND CHARGE ANY INCREASE IN COST AND HANDLING TO THE DEFAULTING BIDDER.
- 14** **PACKAGING:** UNLESS OTHERWISE INDICATED, ITEMS WILL BE NEW, UNUSED, AND IN FIRST RATE CONDITION IN CONTAINERS SUITABLE FOR DAMAGE-FREE SHIPMENT AND STORAGE.
- 15** **CORRESPONDENCE:** THE NUMBER OF THIS BID PACKET MUST APPEAR ON ALL CORRESPONDENCE, INQUIRIES, ETC. PERTAINING TO THIS QUOTATION.

- 16 DELIVERY TIMES:** DELIVERIES WILL BE ACCEPTABLE ONLY DURING NORMAL WORKING HOURS AT THE DESIGNATED CITY MUNICIPAL FACILITY.
- 17 PATENT RIGHTS:** THE VENDOR AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY CLAIM INVOLVING PATENT RIGHT INFRINGEMENT OR COPYRIGHTS ON GOODS SUPPLIED.
- 18 EVALUATION:** BIDS/PROPOSALS WILL BE EVALUATED AS OUTLINED IN THE BID/PROPOSAL DOCUMENT.
- 19 FUNDING:** THE CITY OF PLANO IS A HOME-RULE MUNICIPAL CORPORATION OPERATED AND FUNDED ON AN OCTOBER 1, TO SEPTEMBER 30, BASIS; ACCORDINGLY, THE CITY RESERVES THE RIGHT TO TERMINATE, WITHOUT LIABILITY TO THE CITY, ANY CONTRACT FOR WHICH FUNDING IS NOT AVAILABLE.
- 20 ASSIGNMENT:** THE SUCCESSFUL BIDDER SHALL NOT SELL, ASSIGN, TRANSFER OR CONVEY THIS CONTRACT IN WHOLE, OR PART, WITHOUT THE PRIOR WRITTEN CONSENT OF THE PURCHASING DIVISION.
- 21 INTERLOCAL AGREEMENT:** SUCCESSFUL BIDDER AGREES TO EXTEND PRICES AND TERMS TO ALL ENTITIES WHO HAVE ENTERED INTO OR WILL ENTER INTO JOINT PURCHASING INTERLOCAL COOPERATION AGREEMENTS WITH THE CITY OF PLANO.
- 22 AUDIT:** THE CITY OF PLANO RESERVES THE RIGHT TO AUDIT THE RECORDS AND PERFORMANCE OF SUCCESSFUL BIDDER DURING THE CONTRACT AND FOR THREE YEARS THEREAFTER.
- 23 INSURANCE:** THE CITY REQUIRES VENDOR(S) TO CARRY THE MINIMUM INSURANCE AS REQUIRED BY STATE LAWS.
- 24 PROTESTS:** ALL PROTESTS REGARDING THE BID SOLICITATION PROCESS MUST BE SUBMITTED IN WRITING TO THE CHIEF PURCHASING OFFICER (C.P.O.) WITHIN FIVE (5) WORKING DAYS FOLLOWING THE OPENING OF BIDS. THIS INCLUDES ALL PROTESTS RELATING TO ADVERTISING OF BID NOTICES, DEADLINES, BID OPENING, AND ALL OTHER RELATED PROCEDURES UNDER THE LOCAL GOVERNMENT CODE, AS WELL AS ANY PROTESTS RELATING TO ALLEGED IMPROPRIETIES OR AMBIGUITIES IN THE SPECIFICATIONS.
- THE LIMITATION DOES NOT INCLUDE PROTESTS RELATING TO STAFF RECOMMENDATIONS AS TO AWARD OF THIS BID. PROTESTS RELATING TO STAFF RECOMMENDATIONS MAY BE DIRECTED TO THE CITY COUNCIL BY CONTACTING THE CITY SECRETARY. ALL STAFF RECOMMENDATIONS WILL BE MADE AVAILABLE FOR PUBLIC REVIEW PRIOR TO CONSIDERATION BY THE CITY COUNCIL.
- 25 WITHDRAWAL OF BIDS:** BIDDER AGREES THAT A BID PRICE MAY NOT BE WITHDRAWN OR CANCELED BY THE BIDDER FOR A PERIOD OF NINETY (90) DAYS FOLLOWING THE DATE DESIGNATED FOR THE RECEIPT OF BIDS WITHOUT WRITTEN APPROVAL OF C.P.O.
- 26 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 THE CITY OF PLANO.
- 27 ADDENDA:** ANY INTERPRETATIONS, CORRECTIONS OR CHANGES TO THIS BID PACKET WILL BE MADE BY ADDENDA. SOLE ISSUING AUTHORITY SHALL BE VESTED IN THE CITY OF PLANO PURCHASING DIVISION. ADDENDA WILL BE SENT TO ALL WHO ARE KNOWN TO HAVE RECEIVED A COPY OF THIS BID PACKET, IF THE ADDENDA CONTAINS CHANGES TO THE "SPECIFICATION" OR "BID FORM", BIDDERS SHALL ACKNOWLEDGE RECEIPT OF ALL ADDENDA OR THEY WILL BE DECLARED NON-RESPONSIVE.
- 28 MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A PROSPECTIVE BIDDER MUST AFFIRMATIVELY DEMONSTRATE BIDDER'S RESPONSIBILITY. THE CITY OF PLANO MAY REQUEST REPRESENTATION AND OTHER INFORMATION SUFFICIENT TO DETERMINE BIDDER'S ABILITY TO MEET THESE MINIMUM STANDARDS INCLUDING BUT NOT LIMITED TO:
- A. HAVE ADEQUATE FINANCIAL RESOURCES, OR THE ABILITY TO OBTAIN SUCH RESOURCES AS REQUIRED;
 - B. BE ABLE TO COMPLY WITH THE REQUIRED OR PROPOSED DELIVERY SCHEDULE;
 - C. HAVE SATISFACTORY RECORD OF PERFORMANCE;
 - D. HAVE A SATISFACTORY RECORD OF INTEGRITY AND ETHICS;
 - E. BE OTHERWISE QUALIFIED AND ELIGIBLE TO RECEIVE AN AWARD.
- 29 CONTRACTORS SHALL:** RELEASE, DEFEND INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE PERFORMANCE OF THE WORK OR CAUSED BY THE NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES,

SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (HEREINAFTER "CLAIMS"). CONTRACTOR IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO SELECT OR TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS CONTRACT. CONTRACTOR SHALL RETAIN CITY APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

- 30 TERMINATION FOR DEFAULT:** THE CITY OF PLANO RESERVES THE RIGHT TO ENFORCE THE PERFORMANCE OF THIS CONTRACT IN ANY MANNER PRESCRIBED BY LAW OR DEEMED TO BE IN THE BEST INTEREST OF THE CITY IN THE EVENT OF BREACH OR DEFAULT OF THIS CONTRACT. THE CITY RESERVES THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY IN THE EVENT THE SUCCESSFUL BIDDER FAILS TO 1) MEET DELIVERY SCHEDULES OR, 2) OTHERWISE PERFORM IN ACCORDANCE WITH THESE SPECIFICATIONS. BREACH OF CONTRACT OR DEFAULT AUTHORIZES THE CITY TO AWARD TO ANOTHER BIDDER, PURCHASE ELSEWHERE AND CHARGE THE FULL INCREASE IN COST AND HANDLING TO THE DEFAULTING SUCCESSFUL BIDDER.
- 31 TESTING:** TESTING MAY BE PERFORMED AT THE REQUEST OF THE CITY OR ANY PARTICIPATING ENTITY, BY AN AGENT SO DESIGNATED, WITHOUT EXPENSE TO THE CITY.
- 32 REMEDIES:** THE SUCCESSFUL BIDDER AND THE CITY OF PLANO AGREE THAT EACH PARTY HAVE RIGHTS, DUTIES, AND REMEDIES AVAILABLE AS STATED IN THE UNIFORM COMMERCIAL CODE AND ANY OTHER AVAILABLE REMEDY, WHETHER IN LAW OR EQUITY.
- 33 VENUE:** THIS AGREEMENT WILL BE GOVERNED AND CONSTRUCTED ACCORDING TO THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN COLLIN/DENTON COUNTY, TEXAS. EXCLUSIVE VENUE SHALL BE IN COLLIN COUNTY, TEXAS.
- 34 SILENCE OF SPECIFICATION:** THE APPARENT SILENCE OF THESE SPECIFICATIONS AS TO ANY DETAIL OR TO THE APPARENT OMISSION FROM IT OF A DETAILED DESCRIPTION CONCERNING ANY POINT, SHALL BE REGARDED AS MEANING THAT ONLY THE BEST COMMERCIAL PRACTICES ARE TO PREVAIL. ALL INTERPRETATIONS OF THESE SPECIFICATIONS SHALL BE MADE ON THE BASIS OF THIS STATEMENT.
- 35 NO PROHIBITED INTEREST:** BIDDER ACKNOWLEDGES AND REPRESENTS THAT THEY ARE AWARE OF THE LAWS, CITY CHARTER, AND CITY CODE OF CONDUCT REGARDING CONFLICTS OF INTEREST. THE CITY CHARTER STATES THAT "NO OFFICER OR EMPLOYEE OF THE CITY SHALL HAVE A FINANCIAL INTEREST, DIRECT OR INDIRECT, IN ANY CONTRACT WITH THE CITY, NOR SHALL BE FINANCIALLY INTERESTED, DIRECTLY OR INDIRECTLY, IN THE SALE TO THE CITY OF ANY LAND, OR RIGHTS OR INTEREST IN ANY LAND, MATERIALS, SUPPLIES OR SERVICE.....".
- 36 PREPARATION COST:** THE CITY WILL NOT BE LIABLE FOR ANY COSTS ASSOCIATED WITH THE PREPARATION, TRANSMITTAL, OR PRESENTATION OF ANY BIDS OR MATERIALS SUBMITTED IN RESPONSE TO ANY BID, QUOTATION, OR PROPOSAL.
- 37 MINOR DEFECT:** THE CITY RESERVES THE RIGHT TO WAIVE ANY MINOR DEFECT, IRREGULARITY, OR INFORMALITY IN ANY BID. THE CITY MAY ALSO REJECT ANY OR ALL BIDS WITHOUT CAUSE PRIOR TO AWARD.
- 38 BID OPENINGS:** ALL BIDS SUBMITTED WILL BE READ AT THE CITY'S REGULARLY SCHEDULED BID OPENING FOR THE DESIGNATED PROJECT. **HOWEVER, THE READING OF A BID AT BID OPENING SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.**

THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS, CITY OF PLANO PURCHASING GUIDELINES, AND PROJECT DOCUMENTS, INCLUDING BUT NO LIMITED TO THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO STATE LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

- 39 BID SUMMARY SHEET:** BID SUMMARY RESULTS WILL BE MADE AVAILABLE **FORTY-EIGHT (48) HOURS AFTER BID OPENING.** BIDDERS DESIRING A COPY OF THE BID SUMMARY SHEET MAY VIEW THE RESULTS ONLINE **FORTY-EIGHT HOURS (48) HOURS AFTER THE BID OPENING** AT THE FOLLOWING LOCATIONS: <http://www.plano.gov/Departments/Purchasing/Bid+Information/bideval.htm> [PURCHASING WEBSITE] OR <http://www.bidsync.com> [BIDSYNC WEBSITE]. A BIDDER MAY ALSO REQUEST A COPY VIA EMAIL AT purchasinginfor@plano.gov. **NO RESULTS WILL BE GIVEN OVER THE TELEPHONE.**

- 40 ENERGY CONSERVATION AND RECYCLED PRODUCTS:** BIDDERS ARE ENCOURAGED TO OFFER ENERGY STAR CERTIFIED PRODUCTS AND/OR PRODUCTS THAT MEET FEDERAL ENERGY MANAGEMENT PROGRAM STANDARDS (WWW.EERE.ENERGY.GOV/FEMP) FOR ENERGY CONSUMPTION. THE CITY ALSO ENCOURAGES BIDDERS TO OFFER PRODUCTS THAT ARE PRODUCED WITH RECYCLED MATERIALS, WHERE APPROPRIATE, UNLESS OTHERWISE REQUESTED IN THE SPECIFICATIONS.
- 41 ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES:** BIDDERS ARE ENCOURAGED TO OFFER ENERGY STAR, GREEN SEAL, ECOLOGO AND/OR EPEAT CERTIFIED PRODUCTS. THE CITY ALSO ENCOURAGES BIDDERS TO OFFER PRODUCTS AND SERVICES THAT ARE PRODUCED OR DELIVERED WITH MINIMAL USE OF VIRGIN MATERIALS AND MAXIMUM USE OF RECYCLED MATERIALS AND REDUCE WASTE, ENERGY USAGE, WATER UTILIZATION AND TOXICITY IN THE MANUFACTURE AND USE OF PRODUCTS.
- 42 NON-RESIDENT BIDDERS:** TEXAS GOVERNMENT CODE, CHAPTER 2252: NON-RESIDENT BIDDERS. TEXAS LAW PROHIBITS CITY AND GOVERNMENTAL UNITS FROM AWARDING CONTRACTS TO A NON-RESIDENT UNLESS THE AMOUNT OF SUCH BID IS LOWER THAN THE LOWEST BID BY A TEXAS RESIDENT BY THE AMOUNT A TEXAS RESIDENT WOULD BE REQUIRED TO UNDERBID IN THE NON-RESIDENT BIDDERS STATE.
- 43 ELECTRONIC BIDS:** THE CITY OF PLANO USES RFP DEPOT TO DISTRIBUTE AND RECEIVE BIDS AND PROPOSALS. **FOR COOPERATIVE BIDS AND REVERSE AUCTIONS ONLY**, RESPONDING VENDORS AGREE TO PAY RFP DEPOT A TRANSACTION FEE OF ONE PERCENT (1%) OF THE TOTAL AWARDED AMOUNT OF ALL CONTRACTS FOR GOODS AND/OR SERVICES AWARDED TO THE VENDOR. COOPERATIVE BIDS AND REVERSE AUCTIONS WILL BE CLEARLY MARKED ON THE BID DOCUMENTS. TO ASSURE THAT ALL VENDORS ARE TREATED EQUALLY, THE FEE WILL BE PAYABLE WHETHER THE BID/PROPOSAL IS SUBMITTED ELECTRONICALLY OR BY PAPER MEANS. REFER TO WWW.BIDSYNC.COM FOR FURTHER INFORMATION.
- 44 ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT:** THE CITY ADOPTS VERNON TEXAS' STATUTES AND CODES ANNOTATED BUSINESS AND COMMERCE CODE CHAPTER 43. UNIFORM ELECTRONIC TRANSACTION ACT, ALLOWING INDIVIDUALS, COMPANIES, AND GOVERNMENTAL ENTITIES TO LAWFULLY USE AND RELY ON ELECTRONIC SIGNATURES.
- 45 DELINQUENT TAXES:** SECTION 2-2 OF THE CITY CODE OF ORDINANCES PROHIBITS THE PAYMENT OF PUBLIC FUNDS TO PERSONS THAT OWE DELINQUENT TAXES TO THE CITY OF PLANO. THEREFORE, PAYMENT TO A CONTRACTOR OR VENDOR FOR GOODS OR SERVICES PROVIDED TO CITY UNDER CONTRACT OR PURCHASE ORDER MAY BE WITHHELD IN THE EVENT THE CONTRACTOR OR VENDOR OWES DELINQUENT TAXES TO THE CITY.
- 46 PRICE ESCALATION:** PRICE ESCALATIONS MAY BE PERMITTED BY THE CITY OF PLANO DURING THE TERM OF THE CONTRACT. ALL REQUESTS FOR PRICE ESCALATION SHALL BE IN WRITTEN FORM AND SHALL DEMONSTRATE INDUSTRY-WIDE OR REGIONAL INCREASES IN THE CONTRACTOR'S COSTS. INCLUDE DOCUMENTS SUPPORTING THE PRICE ESCALATION, SUCH AS MANUFACTURER'S DIRECT COST, POSTAGE RATES, RAILROAD COMMISSION RATES, FEDERAL/STATE MINIMUM WAGE LAWS, FEDERAL/STATE UNEMPLOYMENT TAXES, FICA, ETC. INCREASES WILL APPLY ONLY TO THE PRODUCTS(S) AND/OR SERVICE(S) AFFECTED BY AN INCREASE IN RAW MATERIAL, LABOR, OR ANOTHER LIKE COST FACTOR. THE CITY OF PLANO RESERVES THE RIGHT TO ACCEPT OR REJECT ANY/ALL PRICE ESCALATIONS.
- 47 PRICE REDUCTION:** IF DURING THE LIFE OF THE CONTRACT, THE CONTRACTOR'S NET PRICES TO OTHER CUSTOMERS FOR THE SAME PRODUCT(S) AND/OR SERVICE(S) ARE LOWER THAN THE CITY OF PLANO'S CONTRACTED PRICES, AN EQUITABLE ADJUSTMENT SHALL BE MADE IN THE CONTRACT PRICE.
- 48 BID NOTIFICATION:** CITY OF PLANO UTILIZES THE FOLLOWING PROCEDURES FOR NOTIFICATION OF BID OPPORTUNITIES: WWW.BIDSYNC.COM AND THE PLANO STAR COURIER (WWW.PLANOSTAR.COM). THESE ARE THE ONLY FORMS OF NOTIFICATION AUTHORIZED BY THE CITY. PLANO SHALL NOT BE RESPONSIBLE FOR RECEIPT OF NOTIFICATION AND INFORMATION FROM ANY SOURCE OTHER THAN THOSE LISTED. IT SHALL BE THE VENDOR'S RESPONSIBILITY TO VERIFY THE VALIDITY OF ALL BID INFORMATION RECEIVED BY SOURCES OTHER THAN THOSE LISTED.
- 49 EMPLOYMENT ELIGIBILITY VERIFICATION:** THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) MAKES IT ILLEGAL FOR EMPLOYERS TO KNOWINGLY HIRE OR RECRUIT IMMIGRANTS WHO DO NOT POSSESS LAWFUL WORK AUTHORIZATION AND REQUIRES EMPLOYERS TO VERIFY THEIR EMPLOYEES' WORK ELIGIBILITY ON A U.S. DEPARTMENT OF JUSTICE FORM I-9.

THE CONTRACTOR/VENDOR WARRANTS THAT CONTRACTOR/VENDOR IS IN COMPLIANCE WITH IRCA AND WILL MAINTAIN COMPLIANCE WITH IRCA DURING THE TERM OF THE CONTRACT WITH THE CITY. CONTRACTOR/VENDOR WARRANTS THAT CONTRACTOR/VENDOR HAS INCLUDED OR WILL INCLUDE A SIMILAR PROVISION IN ALL WRITTEN AGREEMENTS WITH ANY SUBCONTRACTORS ENGAGED TO PERFORM SERVICES UNDER THIS CONTRACT.

GENERAL CONDITIONS OF BIDDING
ADDITIONAL INSTRUCTIONS FOR PAPER BIDS ONLY

1. **BID SUMMARY SHEET:** BID SUMMARY RESULTS WILL BE MADE AVAILABLE **FORTY-EIGHT (48) HOURS AFTER BID OPENING**. BIDDERS DESIRING A COPY OF THE BID SUMMARY SHEET MAY VIEW THE RESULTS ONLINE **FORTY-EIGHT HOURS (48) HOURS AFTER THE BID OPENING** AT THE FOLLOWING LOCATIONS: <http://www.plano.gov/Departments/Purchasing/Bid+Information/bideval.htm> [PURCHASING WEBSITE] OR <http://www.bidsync.com> [BIDSYNC WEBSITE]. A BIDDER MAY ALSO REQUEST A COPY VIA EMAIL AT purchasinginfor@plano.gov. **NO RESULTS WILL BE GIVEN OVER THE TELEPHONE.**
2. **LATE BIDS:** BID PACKETS RECEIVED IN THE PURCHASING DIVISION AFTER SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE. THE CITY OF PLANO IS NOT RESPONSIBLE FOR THE LATENESS OF MAIL CARRIER, WEATHER CONDITIONS, ETC.
3. **ALTERING BIDS:** BID PRICES CANNOT BE ALTERED OR AMENDED AFTER SUBMISSION DEADLINE. ANY INTER-LINEATION ALTERATION, OR ERASURE MADE BEFORE OPENING TIME MUST BE INITIALED BY THE SIGNER OF THE BID, GUARANTEEING AUTHENTICITY.
4. **PRESENTATION OF BIDS:** COMPLETE BID PACKETS MUST BE PRESENTED TO THE PURCHASING DIVISION IN A SEALED ENVELOPE.

CITY OF PLANO
REQUEST FOR PROPOSAL NO. 2008-93-B

CSP – Plano Police Department Video System Replacement

**THIS FORM MUST BE THE LAST PAGE OF YOUR PROPOSAL
PACKET.**

Vendor Acknowledgment Form

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions contained in the specifications of the proposal.

The following information must be filled out in its entirety for your proposal to be considered.

Company Name: _____

Address of Principal Place of Business: _____

Phone/Fax of Principal Place of Business: _____

Address, Phone and Fax of Majority
Owner Principal Place of Business:

E-mail Address of Representative: _____

Authorized Representative:

Signature: _____

Title: _____

Date: _____

Printed Name: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____