



**REQUEST FOR QUALIFICATION NO.: 2010-138-B**

**RFQ for Advertising Agency (CVB)**

DOCUMENTS ARE DUE TO THE PURCHASING DIVISION PRIOR TO:

**3:00 PM (CDT) on TUESDAY, JUNE 15, 2010**

**NO LATE BIDS WILL BE ACCEPTED**

\*\*\*VENDOR MUST SUBMIT **ONE (1) ORIGINAL** WITH ALL SUPPORTING RFQ DOCUMENTS AND **SEVEN (7) COPIES** ARE REQUIRED TO FACILITATE EVALUATION. IF "COPY(IES)" ARE NOT SUBMITTED WITH THE ORIGINAL, YOUR RFQ MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

Time Critical Request For Qualification 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](http://www.bidsync.com):**

THE CITY OF PLANO UTILIZES THE E-PROCUREMENT SYSTEM BIDSYNCR ([www.bidsync.com](http://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 GOTO [www.bidsync.com](http://www.bidsync.com) THE USED OF THIS SYSTEM IS TOTALLY **FREE** FOR VENDOR BIDDING ON CITY OF PLANO POSTED BIDS.

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FOR ADDITIONAL INFORMATION CONCERNING THIS RFQ PLEASE CONTACT:

Bev Rogers  
Buyer  
[bevr@plano.gov](mailto:bevr@plano.gov)

**\*\*\*\*\*GENERAL INFORMATION\*\*\*\*\***

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**CITY OF PLANO, TEXAS**

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**REQUEST FOR QUALIFICATIONS NO.: 2010-138-B**

**RFQ for Advertising Agency (CVB)**

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The Plano Convention and Visitors Bureau (PCVB) for the City of Plano Texas is undertaking a search for an advertising agency. The PCVB invites full-service advertising/marketing agencies to submit qualifications to provide services for the PCVB. Such services will include, but are not limited to, developing and producing creative concepts primarily for: direct mail, magazine and internet advertising, brochures, maps, stationery, invitations, events, logos, outdoor, and broadcast. Typical project services will include consultation, research, concept, copywriting, design, production, and project management. While the selected agency may from time to time be asked to place media on the PCVB's behalf, Bureau staff will develop and place the media schedule on an annual basis.

Opportunities may also exist for the selected agency to work with the PCVB on developing strategic partnerships.

As the primary marketing resource for the City of Plano, the targeted responsibilities of the PCVB and its marketing efforts are categorized according to the following:

- Meeting professionals – association, corporate, government and SMERF (Social, Military, Educational, Religious and Fraternal) markets
- Sports groups, amateur
- Travel trade, including tour operators, wholesalers, travel agents, etc.
- General consumers
- Consumer, trade, lifestyle and sports media
- Local media and consumer awareness
- City of Plano/resident awareness

**QUESTIONS CONCERNING RFQ**

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 Friday, June 11, 2010**. Questions must be submitted in writing via e-mail to Bev Rogers, Buyer at [bevr@plano.gov](mailto:bevr@plano.gov).

**"NO QUESTIONS WILL BE ANSWERED VIA TELEPHONE."**

**DELIVERY OF RFQ**

Mark RFQ package(s): **"RFQ No. 2010-138-B, RFQ for Advertising Agency for the Plano Convention and Visitors Bureau"**. All RFQ's must be delivered or mailed to the following location prior to **3:00 pm (CDT) on Tuesday, June 15, 2010**.

**DELIVER/COURIER TO:**

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

## **PUBLIC OPENING**

RFQ's will be publicly opened in the Purchasing Division, Municipal Center, 1520 Avenue K, Conference Room 3B, Plano, TX 75074 on **Tuesday, June 15, 2010 at 3:00 pm (CDT)**. Only the names of the firms submitting RFQ's will be read aloud at the public opening.

## **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.

## **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 nonexclusive, "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.

## **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.

## **INSURANCE VERBIAGE**

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.

**REQUEST FOR QUALIFICATIONS**  
Advertising Agency  
Plano Convention and Visitors Bureau  
City of Plano, Texas

**STATEMENT OF PURPOSE**

The Plano Convention and Visitors Bureau (PCVB) for the City of Plano Texas is undertaking a search for an advertising agency. The PCVB invites full-service advertising/marketing agencies to submit qualifications to provide services for the PCVB. Such services will include, but are not limited to, developing and producing creative concepts primarily for: direct mail, magazine and internet advertising, brochures, maps, stationery, invitations, events, logos, outdoor, and broadcast. Typical project services will include consultation, research, concept, copywriting, design, production, and project management. While the selected agency may from time to time be asked to place media on the PCVB's behalf, Bureau staff will develop and place the media schedule on an annual basis.

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- City of Plano/resident awareness

**BACKGROUND**

The PCVB was established in 1989 to help generate more group business for the city and to help promote the new convention center that came on-line in 1990. Over the past 20 years, the PCVB has seen a number of changes both in its organizational structure and in the product that it has to offer potential visitors. When the PCVB began, the Plano Centre answered to the Manager of the PCVB and the PCVB Manager answered to the City Manager. Over time the structure was changed and the PCVB and Plano Centre now operate under two different managers and they in turn answer to the Director of Parks and Recreations.

During this same time, the amount of product within the city changed. In 1990, the city of Plano had 6 hotel properties with a total of 335,600 room nights available each year. Today we have 34 hotel properties with an estimated 1,559,645 room nights available each year. With this growth we have also seen our hotel occupancy fluctuate from 60.8% in 1990 to what it is today at 55.7%. We have also seen our hotel revenue increase from \$9,842,000 in 1990 to what it is today at \$79,693,000.

**PCVB FUNDING**

The PCVB is the official destination management and marketing organization for the City of Plano and is funded through the Hotel/Motel Tax. When staying at a Plano hotel a guest will pay a 13% tax on top of their room rate. Currently 6% of that will go to the state of Texas and 7% will go to the city of Plano. The funding for the PCVB comes from that 7%. In 2009 that 7% totaled \$3,809,006 and has been as high as \$4,880,415. The PCVB receives just over \$1.7 million dollars for its 2009-10 operating budget.

## **ADVERTISING BUDGET**

The PCVB's current advertising budget (FY 2009/10, October 1, 2009 – September 30, 2010), inclusive of creative development and production is approximately \$400,000. The advertising budget for FY 2010/11 is estimated to be \$400,000.

## **PCVB MISSION**

"The mission of the PCVB is to enhance the economic fabric, tax base and employment opportunities in Plano through destination marketing, facility marketing and support programs."

## **PCVB ORGANIZATIONAL STRUCTURE**

The PCVB is comprised of (6) full-time staff members and one (1) part-time and has five primary departments: 1) Marketing, 2) Convention Sales & Services, 3) Sports Sales and Services, 4) Tourism Sales & Services, and 5) Operations.

## **MARKETING**

Marketing activities for the PCVB include but are not limited to:

- Sales and marketing efforts to attract state, regional and national conventions and meetings.
- Sales and marketing efforts to attract state, regional and national sporting events.
- Sales and marketing efforts to promote the Plano Convention Centre.
- Sales and marketing efforts to attract visitors through targeting media, tour operators and direct to the consumer.
- Marketing efforts to attract travel writers.
- Product development and special events.
- Social Media efforts.
- Media outreach and promotions.
- Community relations efforts.
- Working collaboratively with area cities to attract visitors and events to the region.

The City of Plano is part of the Dallas/Ft. Worth area, which is the number one tourist destination in Texas. Plano employs 4,970 people in the hospitality industry, generates more than \$469,000,000 in visitor spending and generates more than \$38,000,000 in local and state taxes.

## **COMMUNITY PROFILE**

- Approximately 270,000 residents
- Located 20 miles north of downtown Dallas
- Located in Collin and Denton Counties with 90% of the population living in Collin County
- Corporate boundaries include 72.5 square miles
- The nationally-accredited Parks and Recreation Department is a three-time winner of the coveted National Gold Medal for Excellence in Parks and Recreation Management. The Department recently received the American Planning Association's Current Planning Award for the Six Cities Trail Plan.
- Universal Reference Publications included Plano as one of "America's Top Rated Cities," based on the number of times Plano was highly ranked in other periodicals. The reference book details social, business, economic, demographic, and environmental information about each listed city.
- Plano's internationally-accredited Police Department has one of the lowest crime rates for Texas cities with populations over 100,000. Plano also ranked 35th in the eighth Annual Morgan Quitno Press study for cities with populations of at least 75,000 out of 327 cities, based on FBI crime statistics from 2000.

- The Fire Department has a Class 1 ISO (Insurance Service Office) rating, one of only four cities in Texas and 43 communities nationally, which is the highest fire protection classification awarded. The Fire Department is the only fire department in Texas that has achieved accreditation in both fire and emergency medical services (EMS) with the Commission on Fire Accreditation International (CFAI).
- 1994 All-America City recipient
- Ladies' Home Journal has ranked Plano 9th as one of "The Best Cities for Women" for cities with populations under 300,000 in the April 2002 issue
- Plano remains one of only a few cities in Texas, whose general obligation bonds received the highest possible bond rating from Moody's, Standard & Poor's and Fitch's IBCA Inc. In issuing Plano their highest ratings, the three companies applauded everything from quality of city management to its population growth and ability to attract corporate headquarters.
- Recipient of the Gold Award for Excellence in Household Hazardous Waste Reuse Program by the Solid Waste Association of North America, recipient of the Kroger Program Scholarship for the Great American Cleanup, and 2001 Keep Texas Beautiful Governor's Community Achievement Award winner.
- Fifth most "Kid Friendly" city with a population of more than 100,000 according to Zero Population Growth (ZPG), based on children's health, safety and economic well-being

## **STAKEHOLDERS**

Stakeholders will include all those individuals, companies and organizations that have an interest in the success of the PCVB and its sales and marketing efforts. This group would include, but is not limited to the following: area hotels/motels, restaurants, entertainment venues, art groups, historic groups, air and ground transportation companies, area attractions, retail, Plano Centre, Plano Parks and Recreation Department, City government, surrounding cities, area tourism organizations, etc.

## **GOAL OF THE PROJECT**

The general scope of services to be obtained includes professional advertising agency services with the primary purpose of promoting Plano, Texas as a visitors, meetings and sports destination. Respondents are requested to submit RFQs to perform the following services:

1. Become familiar with the Plano tourism industry, including past advertising, research, and resources
2. Creation and development of creative advertising strategy and overall advertising campaign for the PCVB that will address all market segments
3. Production and execution of advertising campaign
4. Identify new target market areas for the PCVB
5. Evaluation of advertising (creative) campaign
6. Provide strategic recommendations/input to the PCVB annual media plan
7. Work hand-in-hand with the PCVB's web designers and PR firm in promoting Plano
8. Quarterly meeting with the key PCVB staff to review status of advertising efforts and review possible new projects
9. Other related advertising/marketing related activities as directed

The selected agency shall be the principal provider and/or advisor to the PCVB, but there will be times when they will not be used for certain projects that may be done in-house or by an outside design firm.

## **SELECTION PROCESS**

The selection process involves two steps:

- (1) The PCVB Selection Committee will receive responses from the City of Plano Purchasing Department from potential Respondents in response to the RFQ. Based on the responses to the criteria listed in the RFQ, the Selection Committee will short-list Respondents for further consideration.
- (2) The short-listed of no more than four (4) Respondents will be invited to make a formal presentation at a specific time and place. Those Respondents invited to make a formal presentation will be asked to present samples of existing work, ideas and attitudes towards the handling of this account, and specific concepts to achieve the maximum return possible. Respondents may also be required to present a speculative creative campaign for the PCVB. All costs associated with the presentation will be at the expense of Respondents.

## **EVALUATION CRITERIA FOR RFQ WRITTEN RESPONSE**

- A. Experience and Company Background..... 30 points
  1. The PCVB Selection Committee will evaluate this area based on responses to paragraphs A, B, C, D, E, G, H, I and V under the RFQ RESPONSE FORMAT
- B. Quality of work..... 20 points
  2. The PCVB Selection Committee will evaluate this area based on responses to paragraphs N and R under the RFQ RESPONSE FORMAT
- C. Innovation of work..... 20 points
  3. The PCVB Selection Committee will evaluate this area based on responses to paragraphs P, Q, S, T and U under the RFQ RESPONSE FORMAT
- D. Current workload..... 15 points
  4. The PCVB Selection Committee will evaluate this area based on responses to paragraphs L, M, and N under the RFQ RESPONSE FORMAT
- E. Agency Resources..... 15 points
  5. The PCVB Selection Committee will evaluate this area based on responses to paragraphs F, J, K and O under the RFQ RESPONSE FORMAT

## **EVALUATION CRITERIA FOR SHORT LIST FORMAL PRESENTATION**

- A. Innovation of oral presentation..... 30 points
- B. Address how you see the Plano CVB fitting into your current work load and what you see us doing differently in the future and with your company as the new agency for the Plano CVB..... 20 points
- C. Provide a timeline of activities you feel should be completed within the first 12 months..... 15 points
- D. How company representatives respond to questions asked by the PCVB Selection Committee ..... 15 points
- E. Explanation of the creative process the company goes through when establishing a new campaign..... 20 points

## OVERALL REVIEW OF RFQ AND SHORT LIST

The overall review process by the PCVB Selection Committee will take into account both the RFQ responses and the Short List presentations, weighing them on a 60/40 scale respectively.

### REJECTION OF RESPONSES

The PCVB reserves the right to reject any or all responses with or without cause when such rejection is in the interest of the City of Plano and the PCVB. The PCVB also reserves the right to reject the response of a Respondent who has previously failed to properly perform or complete services in a timely fashion of a similar nature, or of a Respondent that is not in a position to perform.

The PCVB is looking for a creative agency to provide concepts and strategy that will produce quantifiable results and take some ownership of the PCVB's image.

The selected agency, in working with the PCVB staff, should be able to suggest strategies to expand the impact of the advertising campaign while allowing for the broadest possible exposure.

The agency should have expertise in targeting primarily consumers, as well as, travel industry professionals such as, but not limited to, travel agents, tour operators, meeting planners, sporting organizations and convention organizers.

It is the intentions of the PCVB to have the selected advertising agency explore possible joint-advertising programs, which would pair the PCVB with travel-related advertisers, i.e. airlines, automobile rental companies, credit card companies, and consumer goods/corporate companies, and other hospitality-related ventures, etc.

### RESPONSE FORMAT

The response must be submitted on 8 ½" x 11" paper, numbered, typewritten with headings, sections and sub-sections identified appropriately.

The response must be divided into sections, with references to sections of this RFQ made on a section number/paragraph number basis.

Respondent must provide the PCVB Committee with one (1) original and seven (7) copies of the RFQ submittal.

1. **Required Submittals:** All Respondents shall submit all required information at the time of submission of responses. Failure to provide the required information will affect the evaluation of the response.
  - A. Letter of Transmittal: This letter will summarize in a brief and concise manner the Respondent's understanding of the scope of work and make a positive commitment to perform the work in a timely manner. The letter should name all of the persons authorized to make representations for Respondent, including the titles, addresses, and telephone numbers of such persons and list the location of the office from which the work is to be done. An authorized agent of Respondent must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed two (2) pages in length.
  - B. Type of Business: Respondent shall identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, joint venture, etc.). Respondents shall identify whether the business entity is incorporated in Texas, another state, or a foreign country.
  - C. Principals: The response must name all persons or entities serving, or intending to serve as principals in Respondent's firm.

- D. Corporate Information: If a Respondent is a corporation, a copy of the certification from the Texas Secretary of State verifying Respondent's corporate status and good standing must be provided; and in the case of out-of-state corporation, evidence of authority to do business in the State of Texas.
- E. List at least three (3) previous projects completed, with the names of the clients (name, address, telephone number, current fax number) that can serve as a reference.
- F. Details on the qualifications of the individual(s) who will perform the work.
- G. The date that the agency was established.
- H. Please explain your agency's status; fully independent, a branch office, subsidiary, member of affiliate network, etc. If your agency is a subsidiary, list your parent firm and your agency's relation to it.
- I. If you have more than one (1) office, which would service the account? (Note: all subsequent responses should relate to this office.)
- J. Please list the total number of full-time personnel on your staff, identifying them by department and by professional/support status. (Do not include consultants, freelance, part-time or contract-service.)
- K. What are your "in-house" capabilities for art production, copy production, media purchasing, advertising sales, research, etc.?
- L. How many clients have you added or lost in the past two years? (Please list and explain.)
- M. Please identify any accounts you are handling which may be perceived to be in competition with the PCVB or which may pose a conflict of interest.
- N. Please outline the tourism-related experience of your agency and/or current staff members who would work on this account (include experience outside your agency and outside the advertising field).
- O. Please provide a brief business background and experience summary of each of your key officers and department heads.
- P. Please give us a brief and concise statement of your promotion/marketing/advertising philosophy.
- Q. Describe the role of the available research personnel within your account service, creative, promotional and media departments.
  - 1. How do you currently measure the effectiveness of your promotion/marketing/advertising efforts?
  - 2. What is the method you use for developing promotion/marketing/advertising goals?
- R. Provide samples of work developed by your creative team in each of the following mediums: print (magazines and newspapers), collateral, direct mail and if available, "interactive media." This information should include stated objectives, target audience, strategy and results for each medium.

- S. What are your agency's methods for pre and post-exposure testing? What is your preferred mode to pre-test? Is it done in concept stage, through story boards or animatics, or in final commercial format?
- T. What role do you think your agency could play in the development of new product ideas? In new markets? Do you have a specific system for product idea generation? If so, please describe it. What are some of the major contributions you or the proposed team members have made to the development of new products for your clients? Please give examples of innovative advertising approaches used recently.
- U. What is your current experience with developing cooperative advertising programs? Please give examples of your success.
- V. Additional information: Any additional information that Respondent considers pertinent for consideration should be included in a separate section of the response.

### **SPECIAL CONDITIONS**

The RFQ will be reviewed by a selection committee. The committee will select as the finalist, the most qualified organization from among those responding to this RFQ. The finalists may be invited to make a presentation to the committee. The committee will then select an organization for recommendation. The PCVB Staff will negotiate fees, schedules and a contract with organization recommended by the committee. Contingent upon the successful negotiation of the agreement, the PCVB staff will recommend that the selected organization be retained for the project.

- A. The PCVB is not liable for costs incurred by respondents prior to execution of a contract. All costs incurred as a result of this RFQ request, including travel and personnel costs, are the sole responsibility of the respondent.
- B. The PCVB reserves the right to reject any RFQ that do not address all terms and conditions of this document.
- C. In the event it becomes necessary to revise any part of this RFQ prior to deadline, addenda will be provided to any prospective respondents who received the initial RFQ.
- D. The respondent shall be responsible to the PCVB for all acts and omissions of employees or sub-contractors while performing any work related directly or indirectly with the project covered by the contract documents or related instruction and documents.
- E. This RFQ does not obligate the PCVB or the selected respondent until a contract is signed and approved by both parties. If approved, it is effective from the date the contract is signed. The PCVB shall not be responsible for work done, even in good faith, prior to the final approval of the proposed contract.
- F. The PCVB reserves the right to use any of the ideas presented in any response to this RFQ request. Selection or rejection of the RFQ does not affect that right.
- G. News releases or the release of information to media pertaining to this RFQ request must be approved by the PCVB.
- H. The PCVB acknowledges that information obtained from respondents may be proprietary. Upon receipt and acceptance of any RFQ resulting from this request, the PCVB affirms confidentiality of all information contained in the RFQ. Only the senior staff of the PCVB and appointed representatives of the PCVB Review Committee shall have access to RFQ information and will treat information on a confidential basis.

- I. Information submitted in the respondent's offer is subject to public inspection after award of contracts. Any trade secrets or confidential information submitted by a respondent which respondent does not wish to be subject to public inspection must be clearly marked "Confidential Information." Respondent is advised that the confidentiality of their offer will be protected to the extent permitted by law. Respondent is advised to consider the implications of the Texas Open Records Act, particularly after the offer process has ceased and the contract has been awarded. Trade secrets and any material that is considered as confidential in nature must be clearly marked and identified as such by the respondent at the time of bid submittal and will be treated as confidential by the City of Plano to the extent allowed by the Texas Local Government Code Chapter 252.049 and the Texas Open Records Act.

## 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 **WARRANTY/GUARANTEE LAWS AND REGULATIONS.** BY ACCEPTANCE OF THIS ORDER, IN ADDITION TO THE GUARANTEES AND WARRANTIES PROVIDED BY LAW, VENDOR EXPRESSLY GUARANTEES AND WARRANTS AS FOLLOWS:
  - A. THAT THE ARTICLES TO BE DELIVERED HEREUNDER WILL BE IN FULL CONFORMITY WITH THE SPECIFICATIONS OR WITH THE APPROVED SAMPLE SUBMITTED, AND AGREED THAT THIS WARRANTY SHALL SURVIVE ACCEPTANCE OF DELIVERY AND PAYMENT FOR THE ARTICLES AND THAT THE VENDOR WILL BEAR THE COST OF INSPECTING AND/OR TESTING ARTICLES REJECTED.
  - B. THAT THE ARTICLES TO BE DELIVERED HEREUNDER WILL NOT INFRINGE ON ANY VALID PATENT, TRADEMARK, TRADE NAME, OR COPYRIGHT, AND THAT THE VENDOR WILL, AT HIS OWN EXPENSE, DEFEND ANY AND ALL ACTIONS OR SUITS CHARGING SUCH INFRINGEMENT AND WILL SAVE AND HOLD HARMLESS THE CITY, ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, LOSSES, LIABILITIES AND SUITS ARISING THERE FROM.
  - C. THAT THE ARTICLES TO BE DELIVERED HEREUNDER WILL BE MANUFACTURED, SOLD AND/OR INSTALLED IN COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.
  - D. THAT NOTHING CONTAINED HEREIN SHALL EXCLUDE OR AFFECT THE OPERATION OF ANY IMPLIED WARRANTIES OTHERWISE ARISING IN FAVOR OF THE CITY.
- 9 **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.
- 10 **INVOICES:** INVOICES MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER TO THE CITY OF PLANO, ACCOUNTING DEPARTMENT, P. O. BOX 860279, PLANO, TX, 75086-0279.
- 11 **PAYMENT TERMS:** PAYMENT TERMS ARE NET 30 UNLESS OTHERWISE SPECIFIED BY THE CITY IN THIS BID PACKET.
- 12 **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.
- 13 **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.**
- 14 **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.

- 15 **PACKAGING:** UNLESS OTHERWISE INDICATED, ITEMS WILL BE NEW, UNUSED, AND IN FIRST RATE CONDITION IN CONTAINERS SUITABLE FOR DAMAGE-FREE SHIPMENT AND STORAGE.
- 16 **CORRESPONDENCE:** THE NUMBER OF THIS BID PACKET MUST APPEAR ON ALL CORRESPONDENCE, INQUIRIES, ETC. PERTAINING TO THIS QUOTATION.
- 17 **DELIVERY TIMES:** DELIVERIES WILL BE ACCEPTABLE ONLY DURING NORMAL WORKING HOURS AT THE DESIGNATED CITY MUNICIPAL FACILITY.
- 18 **PATENT RIGHTS:** THE VENDOR AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY CLAIM INVOLVING PATENT RIGHT INFRINGEMENT OR COPYRIGHTS ON GOODS SUPPLIED.
- 19 **EVALUATION:** BIDS/PROPOSALS WILL BE EVALUATED AS OUTLINED IN THE BID/PROPOSAL DOCUMENT.
- 20 **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.
- 21 **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.
- 22 **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.
- 23 **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.
- 24 **INSURANCE:** THE CITY REQUIRES VENDOR(S) TO CARRY THE MINIMUM INSURANCE AS REQUIRED BY STATE LAWS.
- 25 **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 **PRIOR** TO COUNCIL AWARD. ALL STAFF RECOMMENDATIONS WILL BE MADE AVAILABLE FOR PUBLIC REVIEW **96 HOURS** PRIOR TO CONSIDERATION BY THE CITY COUNCIL.
- 26 **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.
- 27 **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.
- 28 **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.
- 29 **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.

- 30 **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.

- 31 **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.
- 32 **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.
- 33 **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.
- 34 **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.
- 35 **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.
- 36 **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.....".
- 37 **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.
- 38 **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.
- 39 **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 NOT 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.

- 40 **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](mailto:purchasinginfor@plano.gov). **NO RESULTS WILL BE GIVEN OVER THE TELEPHONE.**

- 41 **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](http://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.
- 42 **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.
- 43 **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.
- 44 **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](http://WWW.BIDSYNC.COM) FOR FURTHER INFORMATION.
- 45 **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.
- 46 **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.
- 47 **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.
- 48 **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.
- 49 **BID NOTIFICATION:** CITY OF PLANO UTILIZES THE FOLLOWING PROCEDURES FOR NOTIFICATION OF BID OPPORTUNITIES: [WWW.BIDSYNC.COM](http://WWW.BIDSYNC.COM) AND THE *PLANO STAR COURIER* ([WWW.PLANOSTAR.COM](http://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.
- 50 **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](mailto: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.

## **VENDOR SUPPLEMENTAL INFORMATION**

Please provide the following information for contract development:

Indicate the State by which your business is governed: \_\_\_\_\_

|                   |    |                     |           |          |
|-------------------|----|---------------------|-----------|----------|
| 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:

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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:

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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:

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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:

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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:

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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:

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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:

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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: \_\_\_\_\_

**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  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary

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

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity 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 knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

Name of person who has a business relationship with local governmental entity.

Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship. Name of Officer This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the filer of the questionnaire? Yes No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes No
- D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity Date:

Signature

Date

## CITY OF PLANO

REQUEST FOR QUALIFICATIONS NO.: 2010-138-B

**RFQ FOR ADVERTISING AGENCY FOR THE PLANO  
CONVENTION AND VISITORS BUREAU**

**THIS FORM MUST BE THE LAST PAGE OF YOUR BID 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 submitted in this bid/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 in the specifications of the Invitation for Bid/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 \_\_\_\_\_

#6 \_\_\_\_\_