



COMPETITIVE SEALED PROPOSAL: 2009-128-B

CSP – CITY OF PLANO 2010-2014 CONSOLIDATED PLAN

DOCUMENTS ARE DUE TO THE PURCHASING DIVISION PRIOR TO:

3:00 PM (CDT) on FRIDAY, JUNE 19, 2009

NO LATE BIDS WILL BE ACCEPTED

*****VENDOR MUST SUBMIT ONE (1) ORIGINAL PAPER COPIES WITH ALL SUPPORTING PROPOSAL DOCUMENTS AND (4) FOUR 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 CSP 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 PROPOSERS REGARDING REGISTRATION ON WWW.BIDSYNC.COM: THE CITY OF PLANO UTILIZES THE E-PROCUREMENT SYSTEM BIDSYNC (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 THE USE OF THIS SYSTEM IS TOTALLY FREE FOR VENDOR BIDDING ON CITY OF PLANO POSTED BIDS/CSP/RFQ/BEST VALUE BIDS, ETC.

FOR ADDITIONAL INFORMATION CONCERNING THIS CSP PLEASE CONTACT:

**Karen P. Neal-Core
Buyer II
karenco@plano.gov**

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

CITY OF PLANO, TEXAS

COMPETITIVE SEALED PROPOSAL: 2009-128-B

CSP – CITY OF PLANO 2010-2014 CONSOLIDATED PLAN

The City of Plano is requesting proposals for a Competitive Sealed Proposal for City of Plano 2010-2014 Consolidated Plan.

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 **5:00 pm (CDT) on Thursday, June 11, 2009**. Questions **must** be submitted in writing through BidSync in the question and answer section of this bid.

“NO QUESTIONS WILL BE ANSWERED VIA TELEPHONE.”

DELIVERY OF CSP

Mark CSP package(s): **“Bid No. 2009-128-B, CSP – City of Plano 2010-2014 Consolidated Plan”**. All CSP’s **must** be delivered or mailed to the following location **prior** to **3:00 pm (CDT) on Friday, June 19, 2009**.

Deliver To:

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

PUBLIC OPENING

CSP’s will be publicly opened in the Purchasing Division, Municipal Center, 1520 Avenue K, Suite 370, Plano, TX 75074 on **Friday, June 19, 2009** at **3:00 pm (CDT)**. Only the names of the firms submitting CSP’s will be read aloud at the public opening.

CSP TABULATION

A NOTE TO ALL PERSPECTIVE PROPOSERS: The CSP Tabulation can be obtained by doing the following after **5:00 pm (CDT) on Tuesday, June 23, 2009** by performing the following: Logon www.bidsync.com + click Bids + click History + enter Past Bid No. + click

Bid Numbers + click 2009-2010 Past Bids + click Search + double click the Description (Title of CSP) + scroll to the bottom of this screen to obtain the CSP Tabulation.

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.

WRITE THE CSP NUMBER ON YOUR ENVELOPE IN THE LOWER LEFT CORNER.

SEE ATTACHED REQUEST FOR PROPOSAL PACKET.

QUOTE F.O.B. DESTINATION: City of Plano – Purchasing, 1520 Avenue K, Suite 370, Plano, TX 75074.

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.

City of Plano 2010- 2014 Consolidated Plan CSP

I. Introduction

A. Background

In late 1994, the U.S. Division of Housing and Urban Development (HUD) created the requirement for the Consolidated Plan (CP), a comprehensive planning document of the local government and application for funding under any of the Community Planning and Development formula grant programs. The formula grant programs received by the City of Plano are Community Development Block Grant (CDBG) program and HOME Investment Partnerships (HOME) program. HUD requires that the jurisdiction receiving funds, directly from HUD, have an approved Consolidated Plan or that the application is consistent with the HUD-approved Consolidated Plan.

The Consolidated Plan is designed to be a collaborative process whereby a community establishes a unified vision for community development actions. The Consolidated Plan must identify a jurisdiction's housing and community development needs, set priorities, and describe how HUD resources will be used for activities designed to meet needs. With the Consolidated Plan, local jurisdictions are encouraged to shape the various housing and community development programs into effective, coordinated neighborhood and community development strategies. The Consolidated Plan also creates the opportunity for strategic planning and citizen participation to take place in a comprehensive context.

The statutes for the formula grant programs set forth three basic goals against which the plan and the jurisdiction's performance under the plan will be evaluated by HUD. Each jurisdiction must state how it will pursue these goals for all community development programs, as well as all housing programs. These statutory goals are: decent housing, a suitable living environment, and expanding economic opportunities, all principally for persons of low and moderate income.

Consolidated Plan regulations are found at Part 24 of the Code of Federal Regulations (CFR) in Section 91. The introduction to the Consolidated Plan regulations is in the Federal Register of January 5, 1995, Vol. 60, No. 3. CDBG regulations can be found at Part 24 of the CFR, but in Section 570. HUD has issued guidelines for preparing the Consolidated Plan which can be found on HUD's website:

http://www.hud.gov/offices/cpd/about/conplan/toolsandguidance/guidance/state_guidelines.doc

The City of Plano, Texas prepared their most recent Consolidated Plan for the period covering July 1, 2005 through June 30, 2009. The City has recently switched its HUD program year, extending the current plan to September 30, 2010. Therefore, this Plan will cover the period from October 1, 2010 to September 30, 2015.

The Neighborhood Services Division of the City of Plano administers the CDBG and HOME Programs and coordinates the application and reporting for all of the programs. The Annual Action Plan HUD program year begins October 1 and ends on September 30 the following year.

II. Scope of Services Required

The Neighborhood Services Division is seeking a consultant to develop a five-year Consolidated Plan for the City of Plano, Texas for HUD program years 2010 through 2014 consistent with HUD guidelines. The Division is requesting proposals from qualified firms and individuals with proven experience to develop a Consolidated Plan or similar planning documents. The Division intends to submit the Consolidated Plan to HUD by January 12, 2010.

In addition to meeting the federal requirements and deadline for a Consolidated Plan, the Division is interested in encouraging meaningful public participation in the Consolidated Plan process, especially by low and moderate income people. Additionally, the Division is interested in a broad consultation process with public and private agencies providing assisted housing, health and social services. The Consolidated Plan should provide a direct link between community goals and objectives and priority needs and should provide clear direction for future One-Year Action Plans. To the extent possible, processes and products (i.e., data research) may be used in the development of the Consolidated Plan.

A. Objectives

The following objectives should be considered in the development of the Consolidated Plan:

1. The plan should meet HUD's requirements and deadline for a Consolidated Plan;
2. Development of the plan should use existing data to help determine housing, homeless, special population, community development, and human development needs. To the extent it is available, development of the plan should incorporate the most current data via the U.S. Census Bureau's 2007 American Community Survey (ACS), the 2008 United Way Community Needs Assessment for Collin County, and the 2008 Children's Medical Center "Beyond ABC's" report for Collin County.
3. Development of the plan should build a participatory process at the lowest

levels especially with low and moderate income person and persons with barriers to participation;

4. Documents presented in community forums should be readable (e.g., avoid technical jargon) and easy to understand;
5. Development of the plan should involve consultation with a broad sector of public and private agencies for collaboration and collective problem solving in determining needs, objectives, goals and priorities;
6. The plan should consider all community needs and resources available to meet those needs;
7. Based on identified community needs, the strategic plan portion of the Consolidated Plan should:
 - Indicate general priorities for allocating funds to the various housing and community development needs identified in the plan;
 - Indicate the basis or reason behind the priority level (and relative priority) given to each category of priority need;
 - Identify any obstacle to meeting underserved needs;
 - Summarize specific objectives for meeting the needs in each priority area describing funds that are reasonably expected to be made available;
 - For each specific objective, identify quantifiable proposed accomplishments.
8. The plan should report on specific items required by HUD, such as reducing the number of families living in poverty and removing barriers to affordable housing;
9. The plan should provide an Analysis of Impediments to Fair Housing Choice (AI) and include the following:
 - A review of the demographic data of the city's population and housing;
 - A review of the city's updated ordinances;
 - Mortgage and rehabilitation lending patterns by race and ethnic group(s);
 - Availability of available housing stock for residents with disabilities;

- Findings resulting from complaints and fair housing litigation;
 - Occupancy requirements and/or city ordinances that might unlawfully limit group homes for persons with disabilities or families with children;
 - Geographic patterns relating to the use of Housing Choice Vouchers and the siting of assisted housing;
 - Efforts to assist and serve persons who have limited English proficiency to function more effectively in the housing market and assert their rights under civil rights laws;
 - Actions that might be taken to overcome the effects of any impediments identified through the analysis;
10. The plan should be structured to serve as a basis for annual funding allocations and for assessing performance on an annual basis.
 11. Be consistent with established planning documents for the City of Plano such as the Strategic Plan and Comprehensive Plan;

B. Services/Deliverables

1. **The services to be performed under the proposal include but are not limited to:**
 - (a) Statistical and informational data collection and preparation of charts and narrative to prepare a housing and homeless needs assessment, (24 CFR § 91.205) and housing market analysis (§91.210);
 - (b) Consultation with public and private agencies as outlined in 24 CFR §91.100, including those that provide assisted housing, health services and social services; state or local health and child welfare agencies regarding lead based paint hazards; adjacent units of local government, including planning agencies; public housing authorities; and agencies receiving HOPWA funds within the eligible City of Plano statistical area;
 - (c) Citizen participation activities such as publishing information; coordinating meetings, focus groups and hearings; summarizing and responding to public comment as outlined in 24 CFR §91.100;
 - (d) Using needs information obtained through data collection, consultation and citizen participation to make recommendations for a Strategic Plan as outlined in § 91.215 and for any policy issues;

- (e) Presenting the draft Consolidated Plan to the public for comment and to the governing entity for comment and for approval; City Council of the City of Plano and the Community Relations Commission of the City of Plano with applicable graphics, maps, community information handouts and photographs;
- (f) Producing thorough and complete documents that consolidate all elements in a format and organization structure that meets the federal regulation, guidelines and notifications. The Consolidated Plan team and HUD must approve final format.
- (g) Summarizing recommendations of the Consolidated Plan into reader-friendly Executive Summaries using graphs, tables, pictures, and charts.

2. The consultant will be responsible for providing the following products:

- (a) **Two original paper copies and one PDF of the Consolidated Plan that include the following attachments:**
 - Source documentation and data;
 - Interim reports, memorandums, addendum's, etc.;
 - Public announcements as published (or script if broadcast);
 - Information packets, surveys, questionnaires, materials handed out at public meetings;
 - Formalized notes from and/or descriptive narrative of events;
 - Copies of written public comments, summaries of verbal comments, and responses;
- (b) **One electronic copy in Microsoft Word format of the Consolidated Plan and the Executive Summary only and one copy of everything in PDF format.**
- (c) **Presentation materials for community meetings, public hearings, and governing body hearings.**
- (d) **Any other materials that is substantially relevant to the Consolidated Plan or development process.**

- C. Should HUD not grant Final Approval the Consolidated Plan, the Consultant must bring the document(s) to an acceptable level within the HUD designated time frame.

D. Implementation Timelines

THE FOLLOWING SCHEDULE MAY BE ALTERED AT ANY TIME WITHOUT PRIOR NOTIFICATION.

| | |
|---|----------------------------------|
| Contract Start Date | August 1, 2009 |
| Completion of Draft Consolidated Plan | November 21, 2009 |
| Draft Consolidated Plan Available for Public Review | November 22 to December 22, 2009 |
| Formal presentation to CRC Committee | January, 2010 |
| City Council Action | January 11, 2010 |
| Submission to HUD | January 12, 2010 |
| Development of the Action Plan | February – July 2010 |
| Action Plan Due in the HUD office | August 5, 2010 |

E. Division Responsibilities

The Division Point of Contact (POC) person will be available on a limited and negotiated basis to coordinate activities with the consultant. At a minimum, the POC person or the Division’s Consolidated Plan team will be available for monthly meetings with the contractor to review progress, discuss policy issues, and coordinate activities. Members of the team include Division staff with responsibility for the CDBG and HOME Programs, community development implementation, federal applications, and housing authority activities. The Division may supply support to the consultant activities such as helping to coordinate public meetings and public and private agency consultations; identifying available information, data and resources; and consulting with elected public officials. Through its work, the Division coordinates with a variety community groups and members in low- and moderate-income communities. The proposal should specifically describe any assumptions with regard to the Division’s role.

F. Proposer’s Cost of Developing Proposal

Costs of developing and submitting proposals are entirely the responsibility of the proposer and shall not be chargeable in any way to the Division.

G. Term of Contract

The anticipated term of any resultant contract is August 1, 2009 to January 31, 2010. However, the date of final execution of the contract shall be the governing factor as to the date of commencement of work. Work after the submission of the Consolidated Plans to HUD will be contingent on HUD's satisfaction with the Plan.

III. Qualifications

Proposals are invited from all parties with a demonstrated experience in developing approved Consolidated Plans or other similar long-range plans and strategies. Proposers should have a thorough knowledge of the federal requirements for the Consolidated Plan.

IV. Work History

Proposers should have relevant work history and references for this size and scope of work.

V. Samples

Proposers should submit one copy from up to three different HUD-approved Consolidated Plans completed within the last three years.

VI. Submittals

In order to be considered for an award, the proposer **must** supply all of the information requested in this section of the CSP. A proposal that fails to comply completely with these requirements may be deemed nonresponsive by the City. The City, however, reserves the right to waive any immaterial noncompliance which in the City's judgment does not compromise the overall purpose and intent of the CSP. The proposal **must** include the sections listed below and **should** be submitted in the following format and order.

A. Proposal Format

The proposal should be prepared simply and economically providing straightforward and concise delineation of the proposer's capabilities to satisfy the requirements of this CSP. Fancy bindings, colored displays, and promotional materials are neither necessary nor desired. Emphasis in the proposal should be on completeness and clarity of content. The evaluation process will not provide credit for capabilities or advantages that are not clearly shown in the written proposal.

All proposals must be submitted with an original and four copies on standard white paper, 8 ½ by 11 inches in size with each page clearly and consecutively numbered.

The proposal must be submitted in the legal entity name of the proposer. The proposal must be signed by the proposer, a corporate officer, or authorized agent of the proposer.

The original and four copies of the proposal must be enclosed in a sealed envelope with the name and address of the proposer. The lower left corner of the envelope should be plainly marked "CONSOLIDATED PLAN PROPOSAL".

B. Proposal Content

1. A proposal cover letter and Statement of Intent to Meet CSP requirements must be submitted to the City of Plano with the proposal.

2. Table of Contents

A table of contents must be provided which identifies all major sections of the proposal by page number. All exhibits and attachments must also be identified and referenced by page number.

3. Qualifications and Experience

(a) Statements describing background, including date established, type of ownership, location of headquarters and offices, and number of employees engaged in planning activities. Also, statements that demonstrate knowledge and/or experience in development of an approved Consolidated Plan and/or other similar long range plans and strategies; in working with federally-funded programs; and in facilitating public input, data collection and statistical analysis. Submit information on Attachment A - Qualifications Worksheet.

(b) Statements describing work history on similar projects. Samples of current or prior Consolidated Plan or other planning projects must be included with the proposal as described above in Section V. Submit work history on Work History Worksheet. The City reserves the right to contact any or all work history references.

4. Organizational Structure:

The content of this section should describe how the Proposer intends to organize resources, as necessary to complete the project required by this CSP.

For staff working on this project, the Proposer MUST provide the following:

(a) Titles;

- (b) Resume describing their educational background and relevant experience;
- (c) Percentage of time to be devoted to this project;
- (d) Indicate if the staff is an employee of the Proposer, or if she/he is a subcontractor; and
- (e) Longevity with the contractor

5. Workplan:

The work program portion of your proposal should:

- (a) Describe the major activities and processes with timelines (consistent with Section II. D.) necessary to provide the services and products outlined herein;
- (b) Describe the proposed strategies to meet the objectives as outlined in Section II.A.;
- (c) Be organized by the services outlined in Section II.B.

The work plan should detail any data and other information expected to be obtained through the Division as well as describe specific portions of work that the Agency will be expected to do.

6. Costs/Bid Sheet

Costs/Bid Sheet must be submitted under a separate cover. It should provide a breakdown of all costs associated with the performance of the Scope of Work as required in this CSP as follows.

- (a) Total costs for the project;
- (b) Total costs for each service/deliverable in Section III.B.1.(a) through (g);
- (c) A breakdown of costs by the following categories: staff and associated overhead; costs related to copying and production, and expenses for travel to meetings and per-travel costs;
- (d) For each staff working on this project, provide the name, title, hourly rate, and status (employee/subcontractor).

VII. Proposal Evaluation

A. All proposals will be evaluated on the following criteria:

| Criteria | Maximum Percentage |
|--|--------------------|
| Qualifications and Experience | 30% |
| Organizational Structure | 5% |
| The Quality of the work plan and the extent the work plan meets City of Plano requirements | 50% |
| Costs {Please submit under a Separate Cover} | 15% |
| | |

B. Evaluation Process

Proposals shall be evaluated and contracts awarded in the following manner:

1. All proposals shall be submitted to an Evaluation Committee, which shall evaluate and score the proposals. The Evaluation Committee shall be composed of four to five persons, including but not limited to representatives from the Planning and Property Standards Department.
2. All proposals meeting the requirements of the CSP will be rated using the evaluation identified above. The Evaluation Committee may schedule interviews with the top candidates. Proposers will be notified of any additional required information or interviews after written proposals have been evaluated. The Evaluation Committee will make a recommendation based on the highest score to the Purchasing Division of the City of Plano.
3. In the event that an agreement cannot be reached with the selected proposer, the City, at its sole discretion, shall have the right to negotiate with the next ranking proposer until an agreement can be reached.
4. Proposals that contain false or misleading statements or which provide a reference that do not support an attribute claimed by the proposer may be rejected. If, in the opinion of the City, such information was intended to mislead the Division in its evaluation, it will be the basis for the rejection of the proposal.

VIII. Best and Final Offer

The City reserves the right to negotiate a best and final offer from any and/or all proposers.

CLIENT WORK HISTORY
WORKSHEET

PROPOSER is to list up to (5) five awarded contract references within the scope of work during the past five (5) years.

1. Client Name: _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Brief description of service provided: _____

2. Client Name: _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Brief description of service provided: _____

3. Client Name: _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Brief description of service provided: _____

4. Client Name: _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Brief description of service provided: _____

5. Client Name: _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Brief description of service provided: _____

In the last five (5) years, have you been released or removed from a job prior to the job being completed?

YES _____ No _____

If yes, give reason(s)

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: _____

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.

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.

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.)

Signature of person doing business with the governmental entity Date:

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: Phil Dyer

Councilmembers: Harry LaRosiliere, Mayor Pro Tem
Lee Dunlap, Deputy Mayor Pro Tem
Pat Miner
Ben Harris
Mabrie Jackson
Lissa Smith
Jean Callison

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 **PRIOR** TO COUNCIL AWARD. ALL STAFF RECOMMENDATIONS WILL BE MADE AVAILABLE FOR PUBLIC REVIEW **96 HOURS** 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 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.
- 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/FEEMP) 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 AWARDED 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
COMPETITIVE SEALED PROPOSAL: 2009-128-B
CSP –CITY OF PLANO 2010-2014 CONSOLIDATED PLAN
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 _____