

Solicitation 2008-191-B

FLATWARE & CHINA



City of Plano

Bid 2008-191-B FLATWARE & CHINA

Bid Number 2008-191-B
 Bid Title FLATWARE & CHINA

 Bid Start Date Jul 1, 2008 3:45:55 PM CDT
 Bid End Date Jul 22, 2008 3:30:00 PM CDT
 Question & Answer End Date Jul 16, 2008 5:00:00 PM CDT

 Bid Contact Karen Core
 Buyer
 Purchasing Division
 972-941-7074
 karenco@plano.gov

 Contract Duration One Time Purchase
 Contract Renewal Not Applicable
 Prices Good for 90 days

Bid Comments PLEASE SEE ATTACHED BID SPECIFICATION FOR DETAILS. PLEASE POST ALL QUESTIONS THROUGH THE QUESTION AND ANSWER SECTION ON RFP DEPOT. NO QUESTIONS WILL BE ANSWERED AFTER THE DEADLINE OR OVER THE PHONE.
 Added on Jul 1, 2008:
 ADDENDUM 1 HAS BEEN RELEASED AS FOLLOWS:

 SECTION VIII. QUESTION DEADLINE
 HAS CHANGED TO WEDNESDAY, JULY 16, 2008 @ 5:00 PM (CDT)

Changes made on Jul 1, 2008 4:04:32 PM CDT

Previous Q & A End Date	Jul 16, 2008 12:00:00 PM CDT	New Q & A End Date	Jul 16, 2008 5:00:00 PM CDT
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Item Response Form

Item 2008-191-B-1-01 - Dinner Fork , Brand - Walco, Pattern - Susannah (Grouping 1)
 Quantity 42 dozen
 Unit Price
 Delivery Location City of Plano
 Plano Centre
 City of Plano
 2000 East Spring Creek Parkway
 Plano TX 75074
 Qty 42

 Description
 FLATWARE

Item 2008-191-B-1-02 - Stand-up Dinner Knife, Brand - Walco, Pattern - Susannah (Grouping 1)
Quantity 42 dozen
Unit Price
Delivery Location City of Plano
Plano Centre
City of Plano
2000 East Spring Creek Parkway
Plano TX 75074
Qty 42

Description
FLATWARE

Item 2008-191-B-1-03 - Salad Fork/Dessert Fork, Brand - Walco, Pattern - Susannah (Grouping 1)
Quantity 84 dozen
Unit Price
Delivery Location City of Plano
Plano Centre
City of Plano
2000 East Spring Creek Parkway
Plano TX 75074
Qty 84

Description
FLATWARE

Item 2008-191-B-1-04 - Regular Teaspoon, Brand - Walco, Pattern - Susannah (Grouping 1)
Quantity 84 dozen
Unit Price
Delivery Location City of Plano
Plano Centre
City of Plano
2000 East Spring Creek Parkway
Plano TX 75074
Qty 84

Description
FLATWARE

Item 2008-191-B-1-05 - Butter Knife, Brand - Walco, Pattern - Susannah (Grouping 1)
Quantity 42 dozen
Unit Price
Delivery Location City of Plano
Plano Centre
City of Plano
2000 East Spring Creek Parkway
Plano TX 75074
Qty 42

Description

FLATWARE

Item	2008-191-B-1-06 - 6 3/8" Plate (Bread & Butter), Brand-Homer Laughling, Pattern-Manchester Maroon
Quantity	50 dozen
Unit Price	<input type="text"/>
Delivery Location	City of Plano <u>Plano Centre</u> City of Plano 2000 East Spring Creek Parkway Plano TX 75074 Qty 50
Description	CHINA (Grouping 2)

Item	2008-191-B-1-07 - 9" Plate (Salad) Brand- Homer Laughlin, Pattern- Manchester Maroon
Quantity	42 dozen
Unit Price	<input type="text"/>
Delivery Location	City of Plano <u>Plano Centre</u> City of Plano 2000 East Spring Creek Parkway Plano TX 75074 Qty 42
Description	CHINA (Grouping 2)

Item	2008-191-B-1-08 - 8 1/8" Plate (Dessert) Brand-Homer Laughlin, Pattern-Manchester Maroon
Quantity	42 dozen
Unit Price	<input type="text"/>
Delivery Location	City of Plano <u>Plano Centre</u> City of Plano 2000 East Spring Creek Parkway Plano TX 75074 Qty 42
Description	CHINA (Grouping 2)

Item	2008-191-B-1-09 - 10 1/2" Plate (Dinner) Brand-Homer Laughlin, Pattern-Manchester Maroon
Quantity	42 dozen
Unit Price	<input type="text"/>
Delivery Location	City of Plano <u>Plano Centre</u> City of Plano

2000 East Spring Creek Parkway
 Plano TX 75074
 Qty 42

Description
 CHINA (Grouping 2)

Item 2008-191-B-1-10 - 5 5/8" Saucer, Brand- Homer Laughlin, Pattern- Manchester Maroon

Quantity 50 dozen

Unit Price

Delivery Location City of Plano
Plano Centre
 City of Plano
 2000 East Spring Creek Parkway
 Plano TX 75074
 Qty 50

Description
 CHINA (Grouping 2)

Item 2008-191-B-1-11 - 7oz Cup, Brand- Homer Laughlin, Pattern- Manchester Maroon

Quantity 42 dozen

Unit Price

Delivery Location City of Plano
Plano Centre
 City of Plano
 2000 East Spring Creek Parkway
 Plano TX 75074
 Qty 42

Description
 CHINA (Grouping 2)



SOLICITATION NO. 2008-191-B

FLATWARE & CHINA

DOCUMENTS ARE DUE PRIOR TO:

Jul 22, 2008 3:30:00 PM CDT

NO LATE BIDS WILL BE ACCEPTED

DOCUMENTS MAY BE SUBMITTED ELECTRONICALLY TO:

www.rfpdepot.com

DOCUMENTS MAY BE DELIVERED TO:

CITY OF PLANO PURCHASING DIVISION

1520 AVENUE K

SUITE 370 THIRD FLOOR

PLANO, TX 75074

DOCUMENTS MAY BE MAILED TO:

CITY OF PLANO PURCHASING DIVISION

P.O. BOX 860358

PLANO, TX 75086-0358

Bids will be publicly opened and read in the office of the Purchasing Manager. If mailed or delivered in person, write the bid number on the envelope in the lower left corner. Time Critical Bid/Proposal Deliveries: The City of Plano can not guarantee, due to internal procedures, that any bids/proposals sent Priority Mail will be picked up and delivered by the closing date and time. It is recommended that critical bid/proposal deliveries be made either in person or via an alternate delivery method.



CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)

Any vendor who completes the "Conflict of Interest Questionnaire (CIQ)" must separately file the form with the City Secretary's Office at:

CITY OF PLANO
 ATTN: CITY SECRETARY'S OFFICE
 P.O. BOX 860358
 PLANO, TX 75086-0358

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ For vendor or other person doing business with local governmental entity	
	<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>
OFFICE USE ONLY	
Date Received	
1	<p>Name of person doing business with local governmental entity.</p> <input style="width: 100%;" type="text"/>
2	<p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>
3	<p>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <div style="border: 1px solid black; height: 60px; width: 100%;"></div>
FORM CIQ	
CONFLICT OF INTEREST QUESTIONNAIRE	

	Page 2
	For vendor or other person doing business with local governmental entity
4	<p>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <div style="border: 1px solid black; height: 60px; width: 100%;"></div>

Amended 01/13/2006

5	<p>Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.</p> <p>This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? <input type="radio"/> Yes <input type="radio"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? <input type="radio"/> Yes <input type="radio"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? <input type="radio"/> Yes <input type="radio"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <div style="border: 1px solid black; height: 60px; width: 100%;"></div>				
6	<p>Describe and other affiliation or business relationship that might cause a conflict of interest.</p> <div style="border: 1px solid black; height: 60px; width: 100%;"></div>				
7	<table style="width: 100%; border: none;"> <tr> <td style="border: 1px solid black; width: 60%; height: 20px;"></td> <td style="border: 1px solid black; width: 40%; height: 20px;"></td> </tr> <tr> <td style="border: none;">Signature of person doing business with the governmental entity</td> <td style="border: none;">Date</td> </tr> </table>			Signature of person doing business with the governmental entity	Date
Signature of person doing business with the governmental entity	Date				

Amended 01/13/2006

**Local Government Officers
City of Plano, Texas**

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

Mayor: Pat Evans

Councilmembers: Jean Callison, Mayor Pro Tem
Harry LaRosiliere, Deputy Mayor Pro Tem
Pat Miner
Scott Johnson

Mabrie Jackson
Sally Magnuson
Lee Dunlap

City Manager:

Thomas H. Muehlenbeck

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

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.

GENERAL CONDITIONS OF BIDDING ELECTRONIC AND/OR PAPER BASED BIDS

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

18. **EVALUATION:** BIDS/PROPOSALS WILL BE EVALUATED AS OUTLINED IN THE BID/PROPOSAL DOCUMENT.
19. **FUNDING:** THE CITY OF PLANO IS A HOME-RULE MUNICIPAL CORPORATION OPERATED AND FUNDED ON AN OCTOBER 1, TO SEPTEMBER 30, BASIS; ACCORDINGLY, THE CITY RESERVES THE RIGHT TO TERMINATE, WITHOUT LIABILITY TO THE CITY, ANY CONTRACT FOR WHICH FUNDING IS NOT AVAILABLE.
20. **ASSIGNMENT:** THE SUCCESSFUL BIDDER SHALL NOT SELL, ASSIGN, TRANSFER OR CONVEY THIS CONTRACT IN WHOLE, OR PART, WITHOUT THE PRIOR WRITTEN CONSENT OF THE PURCHASING DIVISION.
21. **INTERLOCAL AGREEMENT:** SUCCESSFUL BIDDER AGREES TO EXTEND PRICES AND TERMS TO ALL ENTITIES WHO HAVE ENTERED INTO OR WILL ENTER INTO JOINT PURCHASING INTERLOCAL COOPERATION AGREEMENTS WITH THE CITY OF PLANO.
22. **AUDIT:** THE CITY OF PLANO RESERVES THE RIGHT TO AUDIT THE RECORDS AND PERFORMANCE OF SUCCESSFUL BIDDER DURING THE CONTRACT AND FOR THREE YEARS THEREAFTER.
23. **INSURANCE:** THE CITY REQUIRES VENDOR(S) TO CARRY THE MINIMUM INSURANCE AS REQUIRED BY STATE LAWS.
24. **PROTESTS:** ALL PROTESTS REGARDING THE BID SOLICITATION PROCESS MUST BE SUBMITTED IN WRITING TO THE CHIEF PURCHASING OFFICER (C.P.O.) WITHIN FIVE (5) WORKING DAYS FOLLOWING THE OPENING OF BIDS. THIS INCLUDES ALL PROTESTS RELATING TO ADVERTISING OF BID NOTICES, DEADLINES, BID OPENING, AND ALL OTHER RELATED PROCEDURES UNDER THE LOCAL GOVERNMENT CODE, AS WELL AS ANY PROTESTS RELATING TO ALLEGED IMPROPRIETIES OR AMBIGUITIES IN THE SPECIFICATIONS.
- THE LIMITATION DOES NOT INCLUDE PROTESTS RELATING TO STAFF RECOMMENDATIONS AS TO AWARD OF THIS BID. PROTESTS RELATING TO STAFF RECOMMENDATIONS MAY BE DIRECTED TO THE CITY COUNCIL BY CONTACTING THE CITY SECRETARY. ALL STAFF RECOMMENDATIONS WILL BE MADE AVAILABLE FOR PUBLIC REVIEW PRIOR TO CONSIDERATION BY THE CITY COUNCIL.
25. **WITHDRAWAL OF BIDS:** BIDDER AGREES THAT A BID PRICE MAY NOT BE WITHDRAWN OR CANCELED BY THE BIDDER FOR A PERIOD OF NINETY (90) DAYS FOLLOWING THE DATE DESIGNATED FOR THE RECEIPT OF BIDS WITHOUT WRITTEN APPROVAL OF C.P.O.
26. **CHANGE ORDERS:** NO ORAL STATEMENT OF ANY PERSON SHALL MODIFY OR OTHERWISE CHANGE, OR AFFECT THE TERMS, CONDITIONS OR SPECIFICATIONS STATED IN THE RESULTING CONTRACT. ALL CHANGE ORDERS TO THE CONTRACT WILL BE MADE IN WRITING BY THE CITY OF PLANO.
27. **ADDENDA:** ANY INTERPRETATIONS, CORRECTIONS OR CHANGES TO THIS BID PACKET WILL BE MADE BY ADDENDA. SOLE ISSUING AUTHORITY SHALL BE VESTED IN THE CITY OF PLANO PURCHASING DIVISION. ADDENDA WILL BE SENT TO ALL WHO ARE KNOWN TO HAVE RECEIVED A COPY OF THIS BID PACKET, IF THE ADDENDA CONTAINS CHANGES TO THE "SPECIFICATION" OR "BID FORM", BIDDERS SHALL ACKNOWLEDGE RECEIPT OF ALL ADDENDA OR THEY WILL BE DECLARED NON-RESPONSIVE.
28. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A PROSPECTIVE BIDDER MUST AFFIRMATIVELY DEMONSTRATE BIDDER'S RESPONSIBILITY. THE CITY OF PLANO MAY REQUEST REPRESENTATION AND OTHER INFORMATION SUFFICIENT TO DETERMINE BIDDER'S ABILITY TO MEET THESE MINIMUM STANDARDS INCLUDING BUT NOT LIMITED TO:
- A. HAVE ADEQUATE FINANCIAL RESOURCES, OR THE ABILITY TO OBTAIN SUCH RESOURCES AS REQUIRED;
 - B. BE ABLE TO COMPLY WITH THE REQUIRED OR PROPOSED DELIVERY SCHEDULE;
 - C. HAVE SATISFACTORY RECORD OF PERFORMANCE;
 - D. HAVE A SATISFACTORY RECORD OF INTEGRITY AND ETHICS;
 - E. BE OTHERWISE QUALIFIED AND ELIGIBLE TO RECEIVE AN AWARD.
29. **CONTRACTORS SHALL:** RELEASE, DEFEND INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE PERFORMANCE OF THE WORK OR CAUSED BY THE NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (HEREINAFTER "CLAIMS"). CONTRACTOR IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS.
- IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO SELECT OR TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS CONTRACT. CONTRACTOR SHALL RETAIN CITY APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.
30. **TERMINATION FOR DEFAULT:** THE CITY OF PLANO RESERVES THE RIGHT TO ENFORCE THE PERFORMANCE OF THIS CONTRACT IN ANY MANNER PRESCRIBED BY LAW OR DEEMED TO BE IN THE BEST INTEREST OF THE CITY IN THE

EVENT OF BREACH OR DEFAULT OF THIS CONTRACT. THE CITY RESERVES THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY IN THE EVENT THE SUCCESSFUL BIDDER FAILS TO 1) MEET DELIVERY SCHEDULES OR, 2) OTHERWISE PERFORM IN ACCORDANCE WITH THESE SPECIFICATIONS. BREACH OF CONTRACT OR DEFAULT AUTHORIZES THE CITY TO AWARD TO ANOTHER BIDDER, PURCHASE ELSEWHERE AND CHARGE THE FULL INCREASE IN COST AND HANDLING TO THE DEFAULTING SUCCESSFUL BIDDER.

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

THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS, CITY OF PLANO PURCHASING GUIDELINES, AND PROJECT DOCUMENTS, INCLUDING BUT 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 REQUEST SAME BY SUBMITTING A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BID OR BY CALLING THE PURCHASING DIVISION AT 972-941-7557. BID SUMMARY SHEET WILL BE FAXED UPON BIDDER REQUEST. **NO RESULTS WILL BE GIVEN BY TELEPHONE.**
40. **ENERGY CONSERVATION AND RECYCLED PRODUCTS:** BIDDERS ARE ENCOURAGED TO OFFER ENERGY STAR CERTIFIED PRODUCTS AND/OR PRODUCTS THAT MEET FEDERAL ENERGY MANAGEMENT PROGRAM STANDARDS (WWW.EERE.ENERGY.GOV/FEMP) FOR ENERGY CONSUMPTION. THE CITY ALSO ENCOURAGES BIDDERS TO OFFER PRODUCTS THAT ARE PRODUCED WITH RECYCLED MATERIALS, WHERE APPROPRIATE, UNLESS OTHERWISE REQUESTED IN THE SPECIFICATIONS.
41. **ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES:** BIDDERS ARE ENCOURAGED TO OFFER ENERGY STAR, GREEN SEAL, ECOLOGO AND/OR EPEAT CERTIFIED PRODUCTS. THE CITY ALSO ENCOURAGES BIDDERS TO OFFER PRODUCTS AND SERVICES THAT ARE PRODUCED OR DELIVERED WITH MINIMAL USE OF VIRGIN MATERIALS AND MAXIMUM USE OF RECYCLED MATERIALS AND REDUCE WASTE, ENERGY USAGE, WATER UTILIZATION AND TOXICITY IN THE MANUFACTURE AND USE OF PRODUCTS.
42. **NON-RESIDENT BIDDERS:** TEXAS GOVERNMENT CODE, CHAPTER 2252: NON-RESIDENT BIDDERS. TEXAS LAW PROHIBITS CITY AND GOVERNMENTAL UNITS FROM 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.RFPDEPOT.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.RFPDEPOT.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.

**GENERAL CONDITIONS OF BIDDING
ADDITIONAL INSTRUCTIONS FOR PAPER BIDS ONLY**

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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 REQUEST SAME BY SUBMITTING A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BID OR BY CALLING THE PURCHASING DIVISION AT 972-941-7557. BID SUMMARY SHEET WILL BE FAXED UPON BIDDER REQUEST. **NO RESULTS WILL BE GIVEN BY 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.

Revised: April 25, 2008

Vendor Acknowledgement Page

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 bid/proposal to be considered:

Company Name:

Address of Principal Place of Business:

Phone of Principal Place of Business:

Fax of Principal Place of Business:

Address, Phone/Fax Number of Majority Owner Principal Place of Business:

E-mail Address of Representative:

Authorized Representative Name:

Authorized Representative Title:

Date:

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

Flatware & China

I. Introduction and Scope of Services

Plano Centre will be purchasing “brand and pattern specific, no substitutes” flatware and china to service our in-house food and beverage department. The items are used in formal banquet settings to further enhance the dining experience at Plano Centre. The bid will be awarded to the LOWEST RESPONSIVE, RESPONSIBLE BIDDER/BIDDERS meeting specifications. The award may go to two bidders based on the low bid for each grouping. Bidders may provide a bid for all brands or just one.

II. Requirements:

The following two groups of patterns and brands shall be in new condition.

GROUPING 1

Flatware

Company: *Walco*

Pattern: *Susannah*

Qty.	Item Description
42 dozen	Dinner Fork
42 dozen	Stand-up Dinner Knife
84 dozen	Salad Fork/Dessert Fork
84 dozen	Regular Teaspoon
42 dozen	Butter Knife

GROUPING 2

China

Company: *Homer Laughlin*

Pattern: *Manchester Maroon*

Qty.	Item Description
50 dozen	6 3/8” Plate (bread & butter)
42 dozen	9” Plate (salad)
42 dozen	8 1/8” Plate (dessert)
42 dozen	10 1/2” Plate (dinner)
50 dozen	5 5/8” Saucer
42 dozen	7oz Cup

III. Delivery and Packaging

Bidder shall use commercial packages and packing suitable for the type, size and kind of commodity commonly used in the industry for the purpose to insure acceptance and safe delivery, at the lowest rate, to the delivery point specified.

All containers shall contain packing slips and be marked with the P.O./contract number clearly marked.

All items shall be received in good condition with no chips, cracks or breakage. Vendor will be responsible for replacement of these items within 30 days of claim. All claims will be made to the appropriate vendor within 5 business days of receipt of merchandise.

F.O.B. destination point for delivery is:

*Plano Centre
2000 East Spring Creek Parkway
Plano, TX 75074.*

The contact information for delivery will be:

*Khos Farzaneh
Plano Centre
2000 East Spring Creek Parkway
Plano, TX 75074
972-941-5854 direct line
Email: khosf@plano.gov*

IV. Warranty

The bidder shall provide the longest standard manufacturers warranty term available. Please provide standard warranty on separate cover and upload to bid packet.

VII. Qualifications

Bidders shall be authorized distributors of the brands and patterns being bid.

VIII. Questions Deadline

Friday, July 18, 2008 12:00 Noon CDT. PLEASE POST ALL QUESTIONS THRU THE QUESTION AND ANSWER SECTION ON RFP DEPOT. NO QUESTIONS WILL BE ANSWERED AFTER THE DEADLINE.

Question and Answers for Bid #2008-191-B - FLATWARE & CHINA

Overall Bid Questions

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.