

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

CITY OF PLANO, TEXAS

COMPETITIVE SEALED BID NO. 2010-25-B

SALE OF POLICE CONFISCATED ITEMS AND OTHER CITY ASSETS

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**BID PACKAGES ARE DUE TO THE  
CITY OF PLANO WAREHOUSE PRIOR TO:**

***FRIDAY, DECEMBER 4, 2009 @ 12:00 PM***

**NO LATE BIDS WILL BE ACCEPTED**

**SUBMIT ORIGINAL BID**

**BID PACKAGES  
MAY BE DELIVERED TO:**

**CITY OF PLANO WAREHOUSE  
4100 WEST PLANO PARKWAY  
PLANO, TX 75074**

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**FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:**

**BOB SMEBY  
INVENTORY CONTROL/ ASSET DISPOSAL SUPERVISOR  
(972) 769-4283**

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

**CITY OF PLANO, TEXAS  
 BID NUMBER 2010-25-B  
 SALE OF POLICE CONFISCATED ITEMS AND OTHER CITY ASSETS**

**\*\*\*BIDDER MUST SUBMIT ORIGINAL BID TO FACILITATE EVALUATION\*\*\***

The City of Plano is accepting sealed bids for the Sale of Confiscated Items.

Goods will be available for viewing beginning Monday, November 23, 2009, through the bid opening Friday, December 4, 2009. Viewing hours are between 8:00 a.m. and 4:00 p.m. (Monday through Friday) at the City of Plano Warehouse, 4100 West Plano Parkway, Plano, Texas, 75093.

**SEALED BIDS WILL BE ACCEPTED BEGINNING MONDAY, NOVEMBER 23, 2009.**  
 Please call (972) 769-4283 for further information.

**MINIMUM BID AMOUNT IS \$5.00 UNLESS DIFFERENT AMOUNT IS POSTED ON THE ITEM.**

**Bids will be publicly opened and read at the City of Plano Warehouse, 4100 West Plano Parkway, Plano, Texas, 75093.**

**CITY INTENDS TO AWARD BY ITEM. BIDDER IS NOT REQUIRED TO BID ALL ITEMS. BIDDER MUST SUBMIT A SEPARATE, ORIGINAL BID FOR EACH DESIRED ITEM.**

**ALL ITEMS ARE SOLD "AS IS" AND WITHOUT WARRANTY. THE CITY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATIONS, ANY WARRANTIES RELATING TO FITNESS FOR A PARTICULAR PURPOSE.**

**Successful bidder will make payment to the City of Plano either by Cashier's Check or Cash within five (5) days of notice of award. Items must be removed from Warehouse within five (5) working days after payment or goods will revert to City ownership. No refund of any portion of bidder's payment will be made.**

**You will indicate on the bid form a dollar amount to increase your bid in the event of a tie. If there remains a tie, we will award by the order in which the bids were received.**

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## 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 PRODUCT OR SERVICES THAT EXCEED \$25,000.00 IN COST.**
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.
7. **ALTERNATE AWARD:** THE CITY OF PLANO RESERVES THE RIGHT TO AWARD A VENDOR'S BID AS AN "ALTERNATE AWARD". THE ALTERNATE VENDOR'S BID SHALL REMAIN IN EFFECT FOR THE TERM OF THE AWARDED CONTRACT. SHOULD THE PRIMARY VENDOR BECOME UNABLE OR UNWILLING TO COMPLETE THE CONTRACT TERM, THE ALTERNATE VENDOR WILL BE NOTIFIED IN WRITING OF THEIR OFFICIAL CONTRACT AND START DATE. ALL TERMS AND CONDITIONS OF THE ORIGINAL BID WILL REMAIN IN EFFECT.
8. **PRICING:** BID PRICE(S) QUOTED, MUST BE HELD FIRM FOR NINETY (90) DAYS TO ALLOW FOR EVALUATION UNLESS OTHERWISE STATED IN THIS DOCUMENT.
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 IN DUPLICATE 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:** THE CITY OF PLANO WILL AWARD ALL BIDS TO THE "LOWEST RESPONSIBLE BIDDER" UNLESS THE SPECIFICATION CALLS FOR ANOTHER EVALUATION METHOD TO BE USED.
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. ALL STAFF RECOMMENDATIONS WILL BE MADE AVAILABLE FOR PUBLIC REVIEW 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 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 BID.
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 DOCUMENT, INCLUDING BUT NO LIMITED TO THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO STATE LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.
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 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.
41. **RECYCLED/RECYCLABLE PRODUCTS PROCUREMENT POLICY:** IT IS THE POLICY OF THE CITY OF PLANO THAT WHENEVER PRACTICAL, PRODUCTS SHOULD BE PURCHASED WHICH CONTAIN THE HIGHEST PERCENTAGE OF POST-CONSUMER RECOVERED MATERIAL AVAILABLE IN THE MARKETPLACE AND/OR THE HIGHEST PERCENTAGE OF PRE-CONSUMER RECOVERED MATERIAL AVAILABLE IN THE MARKETPLACE. FOR A COMPLETE COPY OF THE "RECYCLED/RECYCLABLE PRODUCTS PROCUREMENT POLICY", CONTACT THE PURCHASING DIVISION.
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 TO 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.
44. **ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT:** THE CITY ADOPTS VERNON TEXAS' STATUTES AND CODES ANNOTATED BUSINESS AND COMMERCE CODE CHAPTER 43. UNIFORM ELECTRONIC TRANSACTIONS ACT, ALLOWING INDIVIDUALS, COMPANIES, AND GOVERNMENTAL ENTITIES TO LAWFULLY USE AND RELY ON ELECTRONIC SIGNATURES.

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

1. **BID SUMMARY SHEET**: BIDDERS DESIRING A COPY OF THE BID PRICE SUMMARY SHEET MAY REQUEST SAME BY ENCLOSING A SELF-ADDRESSED STAMPED ENVELOPE WITH BID. **RESULTS WILL NOT BE GIVEN BY TELEPHONE**. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE CITY OF PLANO PURCHASING DIVISION AT (972) 941-7557.
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.

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| <p><b>City of Plano</b></p> <p><b>Bid Form</b></p> <p><b>Bid Number 2010-25-B</b></p> <p><b>SALE OF POLICE CONFISCATED ITEMS AND OTHER CITY ASSETS</b></p> |
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**REQUIRED MINIMUM BID \$5.00 UNLESS A DIFFERENT AMOUNT IS POSTED ON THE ITEM.**

**YOU MUST SUBMIT A SEPARATE BID FORM FOR EACH ITEM YOU WISH TO BID ON.**

**Item Number**

**Bid Price**

\_\_\_\_\_

\_\_\_\_\_

**In the event of a tie, please add \$\_\_\_\_\_ to my bid.**

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final.

The following information must be filled out in its entirety for your bid to be considered:

Name: \_\_\_\_\_  
(Please print)

Phone: \_\_\_\_\_  
(Please print)