



# GENERAL INFORMATION CITY OF FRISCO, TEXAS

COMPETITIVE SEALED PROPOSAL NO. 1207-067

WAYFINDING SIGNAGE PACKAGE

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DOCUMENTS ARE DUE TO THE OFFICE OF THE DIRECTOR OF  
ADMINISTRATIVE SERVICES PRIOR TO:

***Tuesday, July 24th @ 2:00PM CST***

*NO LATE PROPOSALS WILL BE ACCEPTED*

**CD OR FLASHDRIVE AND THREE COPIES REQUIRED**  
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**DOCUMENTS  
MAY BE DELIVERED OR  
MAILED TO:**

CITY OF FRISCO  
TOM JOHNSTON, DIRECTOR  
OF ADMINISTRATIVE  
SERVICES  
6101 Frisco Square Blvd.  
FRISCO, TX 75034

**Deadline for Submittal of  
Questions**

Submitted via e-mail to:  
[Purchasing@friscotexas.gov](mailto:Purchasing@friscotexas.gov)  
July 17, 2012 at 5pmCST

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FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE  
CONTACT:

Tom Johnston C.P.M.  
Director of Administrative Services  
[tjohnston@friscotexas.gov](mailto:tjohnston@friscotexas.gov)  
972 292 5540

Jean Stelatella  
Buyer  
[jstelatella@friscotexas.gov](mailto:jstelatella@friscotexas.gov)  
972 292 5541



**CITY OF FRISCO**  
**COMPETITIVE SEALED PROPOSAL NUMBER**  
**1207-067**

**RFP for WAYFINDING SIGNAGE PACKAGE**

**BIDDER MUST SUBMIT ORIGINAL PROPOSAL ON A CD OR FLASHDRIVE PLUS THREE "COPIES" TO FACILITATE EVALUATION. IF A "COPY" IS NOT SUBMITTED WITH THE ORIGINAL CD OR FLASHDRIVE, YOUR PROPOSAL MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.**

The City of Frisco (the "City") is accepting Competitive Sealed PROPOSALS for **Wayfinding Signage Package**.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

**Proposal must be received by Tuesday, July 24th at 2:00 PM CST BY THE DIRECTOR OF ADMINISTRATIVE SERVICES'S OFFICE. NO PROPOSAL WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.**

**Proposals will be publicly opened and read at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on Tuesday, July 24th at 2:05 PM.CST.**

Write the competitive sealed proposal number 1207-067, name of proposals, RFP for Wayfinding Signage Package and the name of your organization on the outer envelope.

Proposals are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a proposals. The City reserves the right to reject any or all proposals, to waive formalities, or to proceed otherwise when in the best interest of the City.

The successful bidder may be required to execute a written contract.

## **BONDING REQUIREMENTS**

Bids must be accompanied by a cashiers check or certified check upon a national bank, or a bid bond from a reliable surety company in an amount not less than five percent (5%) of the total maximum bid price, as a guarantee that the bidder will enter into a contract and execute a performance bond and a payment bond within (10) days after notice of award of contract to him. A performance bond will be required for all contracts over \$100,000.00 and a payment bond will be required for all contracts over \$50,000.00. A separate maintenance bond may be required for all contracts less than \$100,000.00. Otherwise, it is included with the performance bond. Payment bonds are to be for one hundred percent (100%) of the contract price. **A five percent (5%) BID BOND or CASHIERS CHECK must be submitted with the bid package.**

## **GENERAL CONDITIONS OF BIDDING**

1. INSTRUCTIONS: These instructions apply to all bids/proposals and become a part of the terms and conditions of any bid/proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

## **BIDDING**

2. FORM: Bidders must submit an original on a CD or Flashdrive and three (3) copies of the sealed bid/written quote/proposal to the Director of Administrative Services prior to response due date/time. Failure to submit the additional copies may result in the bid being declared unresponsive to specification and may not be further evaluated.
3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City 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.

7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.
9. ALTERING/WITHDRAWAL OF BIDS: Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be withdrawn after opening time without first submitting a written reason to the Director of Administrative Services and obtaining the Director of Administrative Services's approval.
10. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.
11. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
12. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
13. LATE BIDS: Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
14. 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 Frisco 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, unless otherwise provided by law.

15. **BID TABULATION:** Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, [www.friscotexas.gov/bids](http://www.friscotexas.gov/bids) . If you have any questions, please contact the City of Frisco, Purchasing Division, at [purchasing@friscotexas.gov](mailto:purchasing@friscotexas.gov)
16. **PROTESTS:** All protests regarding the bid solicitation process must be submitted in writing to the City 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.  
  
This 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 Manager within in five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.
17. **BID AWARD:** The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.
18. **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.

## **PERFORMANCE**

19. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
  - 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 a satisfactory record of performance;
  - D. Have a satisfactory record of integrity and ethics; and
  - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.  
The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.
20. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.

21. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
22. TESTING: An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".
25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
26. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

#### **PURCHASE ORDERS AND PAYMENT**

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
29. FUNDING: The City 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.
30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. **TAX MUST NOT BE INCLUDED IN BID PRICING.** Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.

31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.
32. INVOICES: Invoices must be submitted by the successful bidder to the City of Frisco, Finance Division – [accountspayable@friscotexas.gov](mailto:accountspayable@friscotexas.gov)

## **CONTRACT**

33. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
34. INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.
35. AUDIT: The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
36. SUCCESSFUL BIDDER SHALL: Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
37. TERMINATION FOR DEFAULT: The City 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 performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

38. ACCEPTABILITY: All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Director of Administrative Services who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Director of Administrative Services or designated representative.
39. REMEDIES: The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
40. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
41. 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.
42. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services....."
42. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such



settlement is unfavorable in the judgment of the party having the difficulty.

43. **DISCLOSURE OF CERTAIN RELATIONSHIPS**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at [www.friscotexas.gov](http://www.friscotexas.gov). By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

## CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

### Type of Contract

### Type and amount of Insurance

#### Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages)  
Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)  
Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)  
Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

## Supplemental Information

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

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2. Name and address of principal place of business, and phone number of your company's majority owner:

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3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

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### MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

**AFFIDAVIT OF NO PROHIBITED INTEREST**  
(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) 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: \_\_\_\_\_

Title of Officer: \_\_\_\_\_

Signature of Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF TEXAS           \*  
  \*  
COUNTY OF COLLIN       \*

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of \_\_\_\_\_, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_,  
2012

\_\_\_\_\_  
Signature of Notary Public in and for the State of Texas

STAMP

## SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

- 1. Sole Proprietorship     YES     NO
- 2. Partnership             YES     NO
- 3. Corporation             YES     NO

If company is a sole proprietorship, list the owner's full legal name:

\_\_\_\_\_

If company is a partnership, list the partner's full legal name(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If company is a corporation, list the full legal name as listed on the corporate charter:

\_\_\_\_\_

Is this firm a minority, or woman-owned business enterprise?

NO     YES    If yes, specify () MBE    () WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency?     NO     YES

If yes, specify governmental agency: \_\_\_\_\_

Date of certification: \_\_\_\_\_

For explanation please see Terms and Conditions Item #43

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor or other person doing business with local governmental entity</b>		<b>OFFICE USE ONLY</b>
<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.</p> <p>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>		Date Received
1	<b>Name of person doing business with local governmental entity.</b>	
2	<input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b>  (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3	<b>Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.</b>	

4

Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

Adopted 11/02/2005



**CONFLICT OF INTEREST QUESTIONNAIRE**

**For vendor or other person doing business with local governmental entity**

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

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

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?  Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?  Yes  No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?  Yes  No

D. Describe each affiliation or business relationship.

6

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 11/02/2005

COMPETITIVE SEALED PROPOSAL NO. 1207-067  
WAYFINDING SIGNAGE PACKAGE LIST OF RFP DOCUMENTS

The entire Wayfinding Signage RFP Package consists of the following documents:

Wayfinding RFP with Statement of Qualifications Questionnaire (this document)

Attachments:

1. Sign Message Schedule
2. Sign Location Plans
3. Design Intent Drawing Package with performance and specifications pages and Landscaping Package
4. Artwork for required Sign Sample
5. Bid Cost Form and Demolition Cost Spreadsheet

Interested Bidders should download all of the Wayfinding Signage Package from the City's Website [www.friscotexas.gov/bids](http://www.friscotexas.gov/bids) and review them carefully to ensure familiarity with all requirements.

**WAYFINDING:  
ATTACHMENT**

EXTERIOR SIGNAGE  
FABRICATION AND INSTALLATION  
Vehicular and Pedestrian Signage  
Frisco, Texas

**I. Introduction**

**A. Overview and Statement of Design Intent.** The City of Frisco, Texas will be hosting the NCAA Division 1 Football Championship game on January 5, 2013. Frisco will be welcoming new visitors to the area with their new wayfinding signage system. The wayfinding system includes both vehicular and pedestrian sign types, and will introduce visitors to the variety of activities offered in the area. The overall design of the signage reflects historical and cultural elements important to Frisco. The sign package includes signs intended for NTTA and TxDOT roadways and the awarded bidder must be knowledgeable and conform to all their requirements for fabrication and installation. In addition to the basic wayfinding signage package, there will be alternate packages for cost quotation including art elements, and a stonework/landscaping alternate for the Welcome signs. The art elements alternates for the wayfinding signage package include a final on the pedestrian kiosks, a structural wheel element for the backs of the vehicular guide signs, and a mosaic tile package for the pedestrian elements.

**B. Owner**

City of Frisco, TX

**C. Designer [Required Sign Sample to be sent to Designer, all other documentation goes to City of Frisco, TX]**

Corbin Design  
109 East Front 304  
Traverse City, MI 49684  
Phone: 231 947-1236  
Designer: Jeff Frank  
Project Manager: Mary Lou Piehl

**II. Project Schedule**

**A. Bidding and Completion Schedule**

7.06.12	Bid documents issued
7.16.12	Mandatory Pre-bid phone conference – 2:00pmCT/3:00 PM EST
7.24.12	Bid form, sign sample and bid submittals due
8.06.12	Contract awarded
8.22.12	Project submittals creation deadline
9.11.12	Project submittals review deadline
10.12.12	Prototypes Production deadline and inspection (2 signs)
12.21.12	Final Fabrication deadline (signs shipped in early/late packages)

1.04.13 Installation complete (install begins in early Dec when early fab pkg shipped)

Submittal to Owner of the enclosed bid forms will acknowledge Bidder's agreement with this time schedule. If you cannot make the completion schedule, please note this section 4 of the Statement of Qualifications.

**B. Mandatory Pre-Bid Conference Call**

**A mandatory pre-bid phone conference will be held at 2pm CST/3pm EST on Monday, July 16, 2012.** You may join this conference by dialing 1-877-820-7831. The participant passcode number is 261797#. You will then be added to the conference. Please have all of your files for the bid printed out, as well as any questions you may have.

**III. Bid Package**

**A. Familiarity with Project Premises and Conditions**

Prior to submitting a bid, the Bidder is invited to inspect the work site and its surroundings. Although the Bidder is not required to make such an inspection before bidding, for the purposes of the contract it shall be conclusively presumed that by failing to make such an inspection, the bidder has waived the right to later claim extra payment or time extensions for conditions which would have been evident had the site been inspected.

**B. Taxes**

This facility is exempt from all federal excise tax and state sales and use taxes.

**IV. Submittal Requirements**

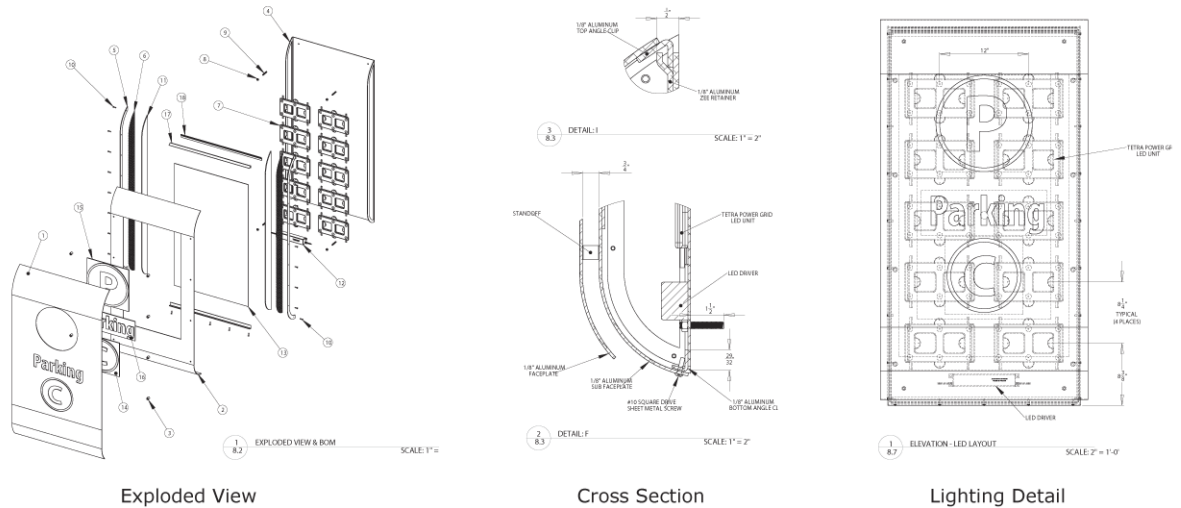
**A. Pre-fabrication Submittals**

Upon award of contract, the successful Bidder must submit a copy of the following items to the Owner and Designer for their review prior to fabrication of the prototypes and rest of the fabrication package:

1. Detailed engineered shop drawings for each sign type are to be submitted as electronic PDF no larger than 11"x 17". Final Shop Drawings are to be stamped by an Engineer licensed in the State of Texas. The shop drawings for each sign type shall illustrate/describe the following:
  - i. Elevations and cross sections – front, sides, top and back (if necessary); side sections; internal structure section/details; enlarged details such as of extrusions, push-through letter mounting, mounting plate, etc.; with all final dimensions and call-outs for:

- Components – construction details/information related to individual elements
  - Materials – color, type, gauge, and thickness (including substrates and overlays)
  - Finishes – color, type of product, manufacturer, and sheen
  - Fonts, graphics specifications and message fields
- ii. Exploded view (optional) – isometric view with components, materials, and finishes.
- iii. Cross-section of corners – one illustration for each corner condition. Items to be illustrated: seams, joints, layers, internal support and fasteners.
- iv. Mounting/installation details – provide foundation cross-sections (including hardware), bracket/post details, elevations, materials, finishes and fasteners.
- v. Electrical details are to be provided for all elements that require electricity. Specific items to be listed are:
  - Light source and/or fixture type and manufacturer
  - Power supply (transformer)
  - Amperage and voltage per sign
  - Electrical service required (source)
  - Lighting detail – provide an internal view of light fixtures, LED layout, transformers, external cut-off switch, light sensor, and timer.
- vi. Engineering for wind load
- vii. Removable panels (where applicable)
- viii. Identify any dimensional or other changes in the overall sign required by virtue of the fabrication materials, techniques and/or engineering.

## Sample drawings



For the first release, we request that all drawings be received at one time. Future revised drawings can be received as they are completed.

2. Three (3) samples of each material (paint, vinyl, acrylic, veneer, masonry, metal, etc.) to be used on the sign using actual substrate materials. One sample will be returned, one sent to the Owner and one kept in the Designer's records.
3. A proofing document of final production keystroking for all sign messages to verify line breaks, character and word spacing, and interline spacing. The proofs are to be scaled production art files, not full sized. Each layout is to be identified with the sign number.
4. If large format insert production is required for guide signs, directories, corridor/linear maps or other, successful Bidder must submit a 12" x 12" to-scale sample segment of the final insert product to the Designer for approval before producing the final inserts.
5. Successful Bidder must submit a schedule detailing how far in advance artwork will be required for printed maps and directories.
6. Successful Bidder must provide weekly status reports to the Owner and Designer detailing fabrication and installation progress and the expected completion schedule.

**C. Prototypes Fabrication.** The Successful Bidder will be provided with two sign location numbers, one for a vehicular guide sign and the other for a pedestrian kiosk sign. Successful Bidder shall produce these two signs for the inspection of

Owner/Designer in the Bidder's production facility. The timeline for production and inspection of the prototypes is included in the project schedule found on Page 2 of this Wayfinding Attachment. Owner/Designer must approve these prototype before fabrication can begin on the complete fabrication package.

#### **D. After-installation Submittals**

Maintenance instructions and manuals for all sign components (lighting, paint, etc.), along with amended shop drawings, as-installed sign location plans and approved keystroke documents shall be supplied by successful Bidder to Owner upon completion of punchlist items.

### **V. Award of Contract**

#### **A. Documents Provided to Successful Bidder**

The following is a list of the documents that will be provided to the successful Bidder by the Designer.

1. Outlined Illustrator files of the Design Intent Drawing for each sign type (created in Adobe Illustrator, version CS5).
2. A PDF file of the Sign Message Schedule.
3. PDF files of the Sign Location Plan(s).

#### **B. Contractual Relationship**

Once the Owner selects a Successful Bidder, the primary contractual relationship will be between the Owner and the Successful Bidder. Corbin Design will continue to work with the Successful Bidder throughout fabrication and installation to protect the design intent and to assure faithful implementation of the wayfinding system as designed.

#### **C. Independent Contractor**

At all times, the successful Bidder, any of his/her employees, or his/her subcontractors and their subsequent employees shall be considered independent contractors and not as employees of the Owner. The successful Bidder shall exercise all supervisory control and general control over all workers' duties, payment of wages to successful Bidder's employees and the right to hire, fire and discipline their employees and workers. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the successful Bidder or his/her employees be entitled to sick leave, pension benefit, vacation, medical benefits, life insurance or workers' unemployment compensation or the like from the Owner.

### **VI. Installation**

#### **A. Installation Subcontractors**

If the successful Bidder will use a subcontractor to perform signage installation, the successful Bidder must provide a company representative to act as an on-site supervisor to oversee this work (see also section titled "Independent Contractor").



**B. Demolition**

Successful Bidder is responsible for the removal and disposal of certain existing signs as identified in the Sign Message Schedule. The successful Bidder and subcontractors shall at all times keep the Owner’s premises and the adjoining premises, driveways and streets clean of rubbish caused by the demolition operations, and at the completion of the work shall remove all rubbish, tools, equipment, temporary work and surplus materials, from and about the premises, and shall complete the installation such that replacement and finishing of sidewalk/paving surround is complete and ground cover is replaced. All rubbish and debris shall be disposed of off site in an approved sanitary landfill. Job site shall be left safe, neat and clean at the completion of each day’s operation. Successful Bidder shall be responsible for repairing or correcting damage to other contractor’s work resulting from successful Bidder’s work.

**C. Punchlist**

It is required that the successful Bidder complete a walk through with the Owner/Designer immediately following installation to identify any errors, such as construction or installation issues. Such errors are to be corrected in a timely manner, and to the satisfaction of the Owner.

**D. Site Safety and Restoration**

During the installation period, successful Bidders and subcontractors are responsible for their own safety, and are expected to maintain a safe environment for pedestrians. Successful Bidders and subcontractors are to keep the Owner’s premises and the adjoining premises, driveways and streets clean and clear. Job site shall be left safe, neat and clean at the completion of each day’s operation. Successful Bidders and subcontractors are also expected to temporarily maintain old signs in order to continue their directional and identification functions, as well as to maintain signage that meets MUTCD standards during the installation period. At the completion of work, successful Bidder and subcontractors shall remove all rubbish, tools, equipment, and surplus materials, from and about the premises, and shall leave the site as originally found. Successful Bidder shall be responsible for repairing or correcting damage to other contractors’ work resulting from successful Bidder’s work.

**VII. Warranty**

**A. Signage Warranty**

The successful Bidder is to provide a written five (5) year full replacement warranty to the Owner that all signs will be free of defects due to craft work including, but not limited to:

1. Bubbling, chalking, rusting or other disintegration of the sign panel, graphics or of the edges.
2. Corrosion appearing beneath paint and vinyl surfaces, on sign panels, brackets, posts or other support assemblies (except as an obvious result of vandalism or other external damage).

3. Corrosion of fasteners.
4. The assemblies not remaining true and plumb on their supports.
5. Peeling, delamination or warping ("oil canning").
6. Repair and reinstallation of signage due to failed mountings.

Successful Bidder shall also extend in writing to the Owner all manufacturers' warranties for materials and components used within the signs. It is the Successful Bidder's responsibility to obtain extended 5-year manufacturer warranties on all paint and powder coat applications.

### **B. Repair or Replacement**

Without additional cost to the Owner, the successful Bidder shall repair or replace, including installation, any defective signs or hardware which develop during the warranty period and repair any damage to other work due to such imperfections. The successful Bidder will be required to fully replace all signs that are in error relative to the working documents (sign message schedule and sign type drawings) that will be submitted to the successful Bidder upon award of contract.

## **VIII. Bid Form and Definition**

### **A. Bid Form**

A bid form is provided with this document. Quantities shown on the bid form should be close to the final quantities but are provided for bid purposes only. It will be the successful Bidder's responsibility to verify the final counts.

### **B. Cost Per Unit**

A unit cost price is required to enable the Owner to purchase and install additional signs within the next calendar year at the same price. Also, if the number of signs purchased initially increases or decreases, the unit cost provided shall be the basis for any cost adjustments.

### **C. Subsequent Year Pricing**

Owner may need to purchase additional sign(s) in the next 2 – 3 years. Filling out the Bidder's Statement of Subsequent Year Pricing will help Owner calculate the cost of future replacements.

## **EVALUATION MATRIX**

Proposals will be evaluated as per the table below:

ITEM	CRITERION	WEIGHT	RATING	SCORE
1	Quality of Sample Shop Drawing/Keystroke Proof/Sign Sample	30 pts		
2	Ability to Meet Project Schedule/Resource Dedication	20 pts		
3	Qualifications and City Experience	30 pts		
4	Price	20 pts		
				1000 possible maximum TOTAL

The highest possible total score is 1000 points.

Proposals will be evaluated and ranked according to the outline below. The evaluation will be based on a 1 to 10 scale.

The score of each criterion will be determined by multiplying the weight by the rating. The sum of all scores is the total score.

RATING	DESCRIPTION
10	Exceeds expectation; bidder clearly understands the requirement, excellent probability of success
8	Somewhat exceeds expectations; high probability of success
6	Meets expectations; proponent has good understanding of requirement, good probability of success
4	Somewhat meets expectations, minor weakness or deficiencies, fair probability of success
2	Does not meet expectations or demonstrate understanding of the requirements, low probability of success
0	Lack of response or complete misunderstanding of the requirements, no probability of success

The highest evaluated Proposal is determined as the submission that receives the largest sum on the Evaluation Matrix.

Throughout all stages of the evaluation process, the evaluation committee may, at its discretion, seek additional clarification on any aspect of the Proposal, and perform reference checks as required to verify or clarify the information provided and to obtain additional performance information

## **BIDDER CHECKLIST**

### **Return following items to City of Frisco:**

**Certificate of Insurance and Supplemental Information Form  
Affidavit of No Prohibited Interest and Supplemental Form  
Conflict of Interest Questionnaire  
Bid Cost Spreadsheet including Demolition Costs  
Statement of Qualifications and Experience  
Sample Shop Drawing  
Sample Keystroke Proof  
Bid Bond**

### **Forward following item to Corbin Design:**

**Sign Sample  
Corbin Design  
109 East Front 304  
Traverse City, MI 49684**

## Statement of Qualifications and Experience Questionnaire

The Statement of Qualifications and Experience must address your company's qualifications and experience in a **city wayfinding signage project**. Please address the following:

1. List the number of years the firm has been in business \_\_\_\_\_.

2. Provide the name of three (3) architectural exterior signage projects completed within the last five years – Project Name, Year Implemented, Dollar Amount/Budget, Contact Name, Phone Number, and a brief description of the scope. Within the scope description, please confirm whether you were able to meet the timeline set forth by the client, and if not, what actions were taken to remedy the delay. Attach implemented photos for each project, if available. A minimum of one municipal (city) project must be included. Corbin Design may contact the references listed.

Project name: \_\_\_\_\_ Year: \_\_\_\_\_ Dollar Amt: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Scope/Timeline: \_\_\_\_\_

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Project name: \_\_\_\_\_ Year: \_\_\_\_\_ Dollar Amt: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Scope/Timeline: \_\_\_\_\_

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Project name: \_\_\_\_\_ Year: \_\_\_\_\_ Dollar Amt: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Scope/Timeline: \_\_\_\_\_

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3. Describe your shop drawing creation process, including an understanding of the process your shop goes through to properly engineer the sign for windload, footing support, etc. \_\_\_\_

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4. Submit a narrative to demonstrate your understanding of the project and include any special considerations or areas of concern for meeting the design intent and/or project schedule.

5. Describe your experience with fabricating and installing custom exterior signs that conform to TxDOT and NTTA requirements:

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6. Describe your experience with fabricating and delivering custom exterior sign packages on a scale similar to that of this project: \_\_\_\_\_

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7. Attach an organizational chart to depict how a project is managed within your firm, including resumes for your key project management staff.

8. Describe the capacity of your shop and its ability to perform the work in a timely manner, relative to present workload and the availability of the assigned staff: \_\_\_\_\_

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9. Outline your shop's capabilities in terms of plant size and equipment: \_\_\_\_\_

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10. If awarded this project, will you utilize the services of a subcontractor for any areas of fabrication of this project? **YES** \_\_\_\_\_ **NO** \_\_\_\_\_ Explain and list significant subcontractors: \_\_\_\_\_

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11. The Design Intent Drawings contains the standard fabrication and performance specifications that will apply to this project. Read these carefully. Are you able to comply?  
**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Submit a sample shop drawing for a sign type developed for one of your previously implemented city wayfinding projects.

13. Submit a sample keystroke proof for a sign type developed for one of your previously implemented city wayfinding projects.

14. Bidders are also required to submit a sign sample. The Sign Sample Artwork can be found on the City's ftp bid site. This sample is to accurately reflect the Bidder's fabrication capabilities and the sign sample will be evaluated for the Bidder's conformance to the materials and colors specified in the artwork. **NOTE: the sign sample sign must be submitted to the Designer – all other submittals are to sent to the City as outlined in the RFP. Designer's address is:**

**Corbin Design  
109 E Front St, Ste. 304  
Traverse City MI 49684**

15. **Relevant Litigation/Investigations.** Describe any current lawsuits, legal actions or governmental investigations against your company including, but not limited to, parties of dispute, any equipment affected, cause of action, jurisdiction and date of legal complaint. Include in this section any problems that your firm or its personnel have experienced pertaining to training, licensing or certification in the past five (5) years.

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\_\_\_\_\_  
\_\_\_\_\_

# CITY OF FRISCO PURCHASING DIVISION

## SIGNATURE FORM

# 1207-067

### Wayfinding Signage Package

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation for Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

By: \_\_\_\_\_ (print name) Cash Discount Terms: \_\_\_\_\_

Title: \_\_\_\_\_ Federal ID #/SSN #: \_\_\_\_\_

Signature: \_\_\_\_\_

Acknowledgement of Addenda: #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_



**1. SUBSEQUENT YEAR PRICING**

Owner will be able to purchase additional signage for the program during the period of one year from the signing of a contract at the unit prices listed on this bid form. In subsequent years, the percentage increase for unit pricing will be as follows:

Year Two + \_\_\_\_\_% above bid prices

Year Three + \_\_\_\_\_% above bid prices

**2. Material Substitutions, Explanation and Cost Differential**

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\_\_\_\_\_ **Bidders Initials**