



**REQUEST FOR STATEMENT OF QUALIFICATIONS
CONSTRUCTION MANAGER AT-RISK
MESQUITE ANIMAL SHELTER & ADOPTION CENTER ADDITION**

**CITY OF MESQUITE, TX
Solicitation # 2023-040**

Submittal Deadline: *January 12, 2023, CST 2:00 P.M.*

December 2022

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I. LEGAL ADVERTISEMENT

CITY OF MESQUITE
REQUEST FOR QUALIFICATIONS

Sealed Statements of Qualifications for **RFQ# 2023-040 Construction Manager at Risk (CMAR) Services for the Construction of Mesquite Animal Shelter & Adoption Center Addition** may be submitted by courier or hand delivered to Ryan Williams, Manager of Purchasing, City of Mesquite, 757 N. Galloway, Mesquite, Texas 75149. Qualifications may also be mailed to Ryan Williams, Manager of Purchasing, City of Mesquite, P.O. Box 850137, Mesquite, Texas 75185-0137. Mark envelope in lower left corner " **RFQ# 2023-040 Construction Manager at Risk (CMAR) Services for the Construction of Mesquite Animal Shelter & Adoption Center Addition**, so that the qualifications will not be opened until the appointed hour. Qualifications submitted must be received before closing on *January 12, 2023*, at 2:00 P.M. Faxed bid qualifications will not be accepted.

Submittals will be opened at:
City of Mesquite – Purchasing Office
Attn: Ryan Williams, Manager of Purchasing
757 N. Galloway Avenue
Mesquite, Texas 75149

DEADLINE FOR RFQ SUBMISSIONS: *January 12, 2023*, at 2:00 P.M.

RFQ documents are available for download at <https://www.cityofmesquite.com/674/Bid-Openings-Specifications-Conferences> or www.periscopeholdings.com

Publish Dates in Daily Commercial Record: **December 8, 2022, and December 15, 2022.**

II. REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGER - AT - RISK SERVICES MESQUITE ANIMAL SHELTER & ADOPTION CENTER ADDITION RFQ # 2023-040

III. INTRODUCTION

- A. The City of Mesquite, Texas (“City”) is seeking a Construction Manager at Risk firm (“CMAR”) to perform typical and complete Phase I Pre-Construction Management services in conjunction with the design and construction of Mesquite Animal Shelter & Adoption Center Addition. The CMAR will work with the City entities, staff, and any appropriate consultants.
- B. In seeking a CMAR, the City is looking for a qualified general contractor, with prior experience in the construction of facilities and/or improvements similar to the Mesquite Animal Shelter & Adoption Center Addition project as set forth herein:
- 1) The CMAR will be able to work with the Architect during the design phase, prior to construction, to analyze the Architect’s design, including the Plans and Specifications, to ensure the feasibility and constructability of the Project design, and to assist in bringing the estimated construction cost of the Project within the Construction Budget, through the selection of alternate construction systems, detailed and prompt cost estimating, scheduling, and other means, without adversely affecting the capacity and quality of the Project; and
 - 2) The CMAR will propose a Guaranteed Maximum Price (GMP) for the construction of the Project, which is within the approximate \$2 million project construction budget, after or during the pre-construction services, and prior to a 100% set of construction documents. It is the City’s intent that upon successful completion of the preconstruction services that the CMAR will serve as the general contractor for the Project during the construction phase.
 - 3) The City will utilize **GSR Andrade Architects (GSRA)** as its representative during the administration of the Project.

The City will be using a two-step CMAR selection process, and this solicitation is the first step in this process. The second step will be interviews from no more than the four (4) most qualified firms, as determined by the City.

IV. PROJECT DESCRIPTION

The purpose of this Request for Qualifications (RFQ) is to request Statements for Qualifications from responding firms in order to gain adequate information by which the city may evaluate the qualifications offered by responding firms with the end goal of selecting the best qualified firm to perform the requested services.

Project Program

This project includes renovation and expansion of the City of Mesquite Animal Shelter and Adoption Center. Facility improvements include interior remodel of the public lobby space to update and modernize finishes as well

as reconfigure support spaces for better public interaction with animals. Facility additions include new dog and cat/care housing spaces, more outdoor play areas, and new treatment lab. The additional treatment lab will allow the facility to provide minor care options to animals in their care. Site improvements include more parking for the additional facility volume, new perimeter fencing around play areas for play yard privacy. All work shall comply with the current Building Codes of the City of Mesquite, City Standards and Texas Accessibility Standards. Contractor shall obtain Permits for electrical and water work. The permit fees will be waived by City.

Construction duration is important and is included as a factor in the evaluation of the Price Proposals. Contractors that commit to completion earlier than the anticipated duration shall receive more evaluation points. An agreed to completion commitment shall be stipulated in the Construction Contract and failure to complete by the construction deadline will result in a \$500.00 per day deduction to the contract value.

Project Budget

The current budget for the CMAR’S contract amount for this work is \$2M.

Project Schedule

The schematic design was completed February 2022. The CMAR shall provide a proposed construction schedule with this submittal. This Schedule may be adjusted as a result of negotiations on submittals or preconstruction services and/or construction services provided by CMAR.

V. SCOPE OF SERVICES

The Construction Manager At-Risk scope of services will include the following:

Pre-Construction Services

- The CMAR will work with the Architect and the City during the design process to ensure the feasibility and constructability of the building.
- The CMAR will also be responsible for cost estimates during both the schematic and design development phases of the project.
- The CMAR will work with the Architect and City to ensure that the cost of construction of the Project is within the estimated Construction Budget through the selection of construction systems and materials, detailed CSI format cost estimating, scheduling, and other means.
- The CMAR will also review the project schedule and identify critical path and long-lead items.
- Upon the completion of the design development phase and prior to the completion of the 100% set of construction documents, the CMAR will submit a proposal of a Guaranteed Maximum Price (GMP) for the construction of the Project, which is within the City’s Construction Budget.

Bidding Services

- Should the City exercise its option; the CMAR will serve as General Contractor to complete

all work for the bidding and construction of the project.

- The CMAR will be responsible for coordination of all bids, advertisement, and solicitation, bid procurement, selection of sub-consultants or trade contractors as outlined in Texas Government Code Chapter 2269.
- CMAR will also be responsible for issuance of pre-purchase orders for long lead items, if required.

Construction Services

- Should the City exercise its option; the CMAR will serve as General Contractor to complete all work for the construction of the Project.
- The scope of Construction services will be determined based on the final Drawings and Specifications as prepared by Eikon Consulting Group.
- The work does not include inspection services, and the materials testing services necessary for City's acceptance of the Project, which will be performed under a separate contract with an independent provider engaged directly by the City.

The project is anticipated to include, but is not limited to the following elements:

- Interior remodel of public lobby space
- Reconfigure support spaces for better public interaction with animals
- New dog and cat housing spaces
- Additional outdoor play areas
- Addition of new treatment lab
- Additional parking for facility volume
- Public lobby and restrooms
- Site work required, including landscaping, signage, fencing and lighting
- Site utilities including water, sanitary, storm sewer and detention, electrical, gas, and telecommunications

QUESTIONS

Proposers are asked to examine this RFQ upon request. All questions or clarifications shall only be directed in writing via e-mail to purchasing@cityofmesquite.com before the designated deadline for written questions. Questions received after the date specified above may not receive response. Any contact or attempt to contact any other employee of the City regarding this RFQ may result in the immediate disqualification of the Proposer. Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written addenda will be binding.

VI. SUBMISSION INSTRUCTIONS

General Instructions:

1. **DUE DATE: Statement of Qualifications are due *January 12, 2023, at 2:00 PM CST* and will be received at the Purchasing Office, 757 N. Galloway Ave. Mesquite, TX 75149 or mailed to same address to Attn: Mr. Ryan Williams**

Late submittals will not be accepted.

2. The Proposer is expected to examine the entire RFQ including any attachments. Failure to do so will be at the Proposer's risk.
3. If it becomes necessary to revise any part of this RFQ, a written addendum will be posted to the City of Mesquite website at <https://www.cityofmesquite.com/674/Bid-Openings-Specifications-Conferences> or Periscope at www.periscopeholdings.com. It is the responsibility of any Proposer to ensure it has reviewed any addenda. City of Mesquite is not bound by any oral representations, clarifications, or changes made in the written specifications by its employees, unless such clarification or change is provided to proposers in written addendum. All addenda must be acknowledged on the **RFQ Response Form (Attachment 1)**. Statements of Qualifications may be considered nonresponsive in the event Addenda are not acknowledged.
4. The Statement of Qualifications submitted should not exceed 25 pages. A page is considered one face of a leaf. The requested Team resumes (TAB 3.a) and Attachment 1 shall not be counted in the SOQ maximum. All Statement of Qualifications shall be typed in a font no smaller than 10 points on 8 ½" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested.
5. Proposers shall submit one unbound original and six (6) hard copies and one (1) electronic copy of the Statement of Qualifications. The name of the Proposer's company shall be indicated on the spine and/or cover of each binder submitted. The electronic copy may be on thumb drive or disc and shall be clearly labeled.
6. Statement of Qualifications along with all required documents as described in this RFQ must be sealed and submitted with the response form and MUST indicate the name of the **Project Title and Bid Number**. Facsimile, email, or telephone Statement of Qualifications will not be considered.
7. No responsibility will attach to City of Mesquite or any official, or employee thereof, for the pre-opening of, post-opening of, or the failure to open, a Statement of Qualifications not properly addressed and identified.
8. Any irregularities or lack of clarity in the RFQ should be brought to the attention of City of Mesquite Project Manager in written form, as soon as possible so an addendum may be furnished to all Proposers.
9. The City of Mesquite Representative for this RFQ is:

Project Manager: Maria Martinez
 Director of Neighborhood Services

10. Any clarification of instructions, terms and conditions, insurance or offer preparation shall be made only by the Official City of Mesquite Representative. Verbal clarifications will not be binding. Written clarifications will be by addenda and posted on the City of Mesquite website at <https://www.cityofmesquite.com/674/Bid-Openings-Specifications-Conferences> or Periscope at www.periscopeholdings.com.
11. Statement of Qualifications are not to contain confidential/proprietary information. Statement of Qualifications must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Any Statement of Qualifications submitted that is marked “confidential” or “proprietary”, or that contains materials so marked, may be returned to the Proposer, and not be considered for award.

VI. SUBMISSION REQUIREMENTS

TAB 1. FIRM DESCRIPTION (10 POINTS)

Related to this section of the submission, Statement of Qualifications will be evaluated on the capability and history of the firm, experience with Construction Manager At-Risk delivery methods, through the pre-construction phase, construction, and final completion/acceptance of the project.

- a. Provide a brief narrative describing the history of the firm. Identify the Ownership, number of employees in the firm and the roles/positions and titles. Identify main firm location and locations of branch offices, including where all key staff is based.
- b. Demonstrate ability of the firm’s construction management team to successfully interact and work with the City’s project team already in place, and how well the approach or plan of the firm appears to integrate with the City’s specific needs on the project.

TAB 2. PROJECT EXPERIENCE (25 POINTS)

Related to this section of the submission, Statement of Qualifications will be evaluated on the:

- c. Level of experience in projects similar in scope and complexity as that described in the RFQ *with special emphasis on Animal Shelter facilities*.
- d. Demonstrated understanding of the characteristics of facilities assessment, planning, design, and construction for similar projects.
- e. Demonstrated ability and qualifications to address construction issues relative to the size, type, and location of this project.
- f. Demonstrated ability to work with all stakeholders in a team approach.
- g. Demonstrated prior experiences teamed with some or all of the proposed team members in the RFQ.
- h. Provide the experience of the firm. List a minimum of three (3) and a maximum of six (6) relevant projects where the firm has had the responsibility and contract to serve as Construction Manager At-Risk. Indicate the project name, project size, year of completion, construction and total project cost, and project reference with a current phone number and email address. Projects included must have been completed within the past ten years.

DO NOT USE REFERENCES FROM CURRENT CITY OF MESQUITE OFFICIALS

TAB 3. PROJECT TEAM (30 POINTS)

Related to this section of the submission, Statement of Qualifications will be evaluated on the accomplishment, ability, and availability of the key project personnel to be assigned to the project. Consideration will include staff and organizational capabilities to meet the scope, budget, quality, and schedule of this project.

- a. List name, title, education, total years' experience/number of years with the firm, level of experience for each proposed staff member of the firm to be assigned to this project. Include key staff members who will be responsible for this project from pre-construction through the end of construction. Describe their responsibilities on the projects listed under TAB 2. Provide resumes for these staff (resumes will not be included in the maximum page allowance of the RFQ).
- b. Provide an organizational chart of the project team and indicate the project roles of each staff member, and, in general terms related to the overall project team organization, the role of any Specialty consultant included.
- c. Provide specific experience the project team members have with the construction of Animal Shelters.
- d. Provide specific project examples where team members proposed have worked together on completed projects in the last ten years.

TAB 4. PROJECT APPROACH (10 POINTS)

Related to this section of the submission, Statement of Qualifications will be evaluated on the completeness and relevance of the Pre-Construction and Construction.

- a. Provide a Pre-Construction Services Plan for your proposed Team indicating planned staffing participation. Address volume of participation of key and support staff, as well as plan to coordinate with local stakeholders.
- b. Provide a Construction Services Plan for your proposed Team. Discuss Team member participation and anticipated on-site representation. Discuss process and the implementation of the work described in the Scope of Work.

TAB 5. SCHEDULE, BUDGET, AND PROJECT INNOVATIONS (10 POINTS)

Related to this section of the submission, Statement of Qualification will be evaluated on demonstrated ability to anticipate and address project budget and schedule constraints, including specialty skills or proposed innovations.

- a. The schematic design was completed in February 2022. The CMAR shall provide a proposed construction schedule with this submittal. This Schedule may be adjusted as a result of negotiations on submittals or preconstruction services and/or construction services provided by CMAR. Given the Scope of Pre-Construction Services described in section Scope of Services IV A., please describe what steps your Team anticipates necessary to meet these milestones.
- b. Describe how your team will assist with Value Engineering and other related services to help keep the project on budget.

- c. This project is required to be delivered in the most current Revit, though this is not intended to prohibit the use of other software to support the project. Describe how your team could and has employed BIM or other software to help the pre-construction process. Include any recommendation for this project.
- d. Describe any unique or specialty skills your team will bring to this project.
- e. Explain your firm's current workload and availability for this project. Please list current projects including number of staff committed, phase of development and projected completion date.

TAB 6. QUALITY CONTROL (5 POINTS)

Related to this section of the submission, Statement of Qualifications will be evaluated on demonstrated ability on projects similar to this project to undertake and complete quality institutional projects on time and within budget.

- a. Describe the firm's quality control procedures.
- b. Indicate means and methods for cost control that will be utilized for this project.
- c. Include experience in constructing Animal Shelter projects within an established budget and schedule. Identify the number of RFI's, initial and final project costs of a minimum of three (3) of the projects described under TAB 2.

TAB 7. REFERENCES (5 POINTS)

Provide points of contact on Projects provided in TAB 2, for the Client/Owner only. Contact information should include name, title, phone #, and e-mail address. The Proposer grants permission to City of Mesquite to contact all references identified. The decision to eliminate a Proposer from consideration for poor reference checks, or for incorrect and/or incomplete reference information shall be at the sole discretion of City of Mesquite and shall not be subject to appeal. **DO NOT USE REFERENCES FROM CURRENT CITY OF MESQUITE OFFICIALS**

TAB 8. FINANCIAL CONDITION (5 POINTS)

- a. Describe if the firm has ever filed bankruptcy, been in loan default, or if there are any pending liens.
- b. Please state if your firm has been terminated for default in the last five years. If such a termination for default has been experienced by the firm, submit full details of the terms for default including the other parties' name, address, and telephone number. Present the Proposer's position on the manner. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. Indicate if no such termination for default has been experienced by the Proposer in the past five (5) years. (Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance.)
- c. Provide statement of the financial condition of the firm, and firm's ability to complete the services requested for this project without issues related to general financial condition, and the financial ability for the firm to support these services.

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VII. SELECTION

- A. An evaluation committee shall evaluate the statement of qualifications based on the criteria listed below. The evaluation committee will create a “short list” of up to (4) firms to be interviewed. The firms invited to interview will be evaluated again using the same criteria, but the second scoring will be based on each respondent’s presentation and responses. The rating will be determined by both the SOQs and interviews conducted by the evaluation committee. The City has the absolute discretion to accept or reject the recommendation made by the evaluation committee.
- B. A contract will then be awarded to the firm demonstrating the most competence and best qualifications, and with best value. The selected firm will be recommended to the Mesquite City Council for approval. Should the selected firm fail to enter into a contract with the City of Mesquite, the City may terminate negotiations and begin negotiations with the next highest rated firm. The City reserves the right to change this selection procedure depending on its future schedule. The City also reserves the right not to make an award if it is deemed that no single firm fully meets the requirements of this RFQ and/or meets the needs of the City. See attached sample of Construction Manager At-Risk Contract for your review.
- C. The City will be the sole judge as to the acceptability, for our purposes, of any and all Statement of Qualifications.
- D. Any letter(s) of recommendation that are submitted with the Statement of Qualifications, but not specifically requested, will not be evaluated.
- E. Statement of Qualifications will be evaluated according to the evaluation criteria stated below:

Weight Evaluation Criteria	Possible Points
1. Firm Description (TAB 1)	10
2. Project Experiences (TAB 2)	25
3. Project Team (TAB 3)	30
4. Project Approach (TAB 4)	10
5. Schedule, Budget, Innovations (TAB 5)	10
6. Quality Control/References Financial Condition (TAB 6-8)	15
Total Possible Points	100

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VIII. EVALUATION SCORING MATRIX

RFQ 2023-040 EVALUATION SCORING MATRIX			
<u>An evaluation team consisting of City staff shall review the information provided and score the information using the following:</u>			
<u>SELECTION CRITERIA:</u>			
	<u>POINTS</u>		<u>SCORE</u>
1. FIRM DESCRIPTION	10	=	
<p><i>Evaluation of qualifications is based on the Consultant's:</i></p> <ul style="list-style-type: none"> • Capability to provide the requested services • Number of appropriate staff in local office • Available in-house services • Location of office with respect to Mesquite • Access to necessary sub-consultants <p><i>The Consultant should demonstrate experience with, and an understanding of the specifics and critical factors related to the Project type and the CMaR delivery method. Evaluation is based on experience with projects of similar type, cost, and complexity.</i></p>			
2. PROJECT EXPERIENCE	25	=	
<p><i>The Consultant should provide the name and qualifications of the key staff that will be involved in the project. Evaluation is based on their specialty and depth of experience with similar type projects. They need to demonstrate creativity and ability to perform their assigned responsibility in a timely manner and within budget.</i></p>			
3. PROJECT TEAM	30	=	
<p><i>Response should provide enough detail to confirm an ability to consistently and reasonably meet project schedule and that the City deadline can be reasonably met.</i></p>			
4. PROJECT APPROACH	10	=	
<p><i>The evaluation is based on information provided from the references provided, including their experience with the firm or staff, its customer service, its ability to delivery on time and within budget, and overall satisfaction.</i></p>			
5. SCHEDULE, BUDGET, INNOVATIONS	10	=	
<p><i>Response should provide enough detail to confirm an ability to consistently and reasonably meet project schedule and that the City deadline can be reasonably met.</i></p>			
6. QUALITY CONTROL, REFERENCES, FINANCIAL CONDITION	15	=	
<p><i>The evaluation is based on information provided, including their experience with the firm or staff, its customer service, its ability to delivery on time and within budget, and overall satisfaction.</i></p>			
TOTAL POSSIBLE SCORE	100	=	

IX. SCHEDULE OF SELECTION PROCESS

The evaluation and selection process is tentatively scheduled to occur as follows:

Requests for Qualifications Issued	12/8/2022
Pre-Submittal Meeting	1/04/2023
Questions regarding this RFQ due by 4PM	1/06/2023
RFQ Responses Due	1/12/2023
Short-list firms notified	1/17/2023
Interviews with short-list firms	1/19/2023
Contract negotiation with selected firm	1/25/2023
Staff Prepares Recommendation for Council	1/30/2023
Council Considers Contract Award/Rejection	2/06/2023

LATE SUBMITTALS

Formal, advertised Request for Qualifications indicates a time by which the Statement of Qualifications must be received by the City. Any Statement of Qualifications received after that date and time will be rejected and not be considered.

WITHDRAWAL OF STATEMENT OF QUALIFICATIONS

Before the Proposal Deadline: Any Proposer may request the withdrawal of its posted and sealed Qualification Statement prior to the scheduled submission Deadline, provided the request is submitted and received in writing at 757 N. Galloway Ave., Mesquite Texas 75149.

After Proposal Deadline: No submissions may be withdrawn for a period of (45) calendar days after the Proposal Deadline. All responsive and responsible submissions received are considered firm proposals for the aforementioned time period and may be considered for award by the City. The Proposer’s Statement of Qualifications will expire at the time specified above, or when the successful Proposer provides the insurances, submittals and executed Contract to the City.

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X. GENERAL TERMS AND CONDITIONS

A. ACCEPTANCE PERIOD

The Proposer agrees to a minimum of (30) calendar day acceptance period from the date of public opening.

B. FUNDING FOR PROJECT

The terms of any Contract issued are contingent upon sufficient funding and authorizations being made by the City for the performance of the Contract. If sufficient funding and authorizations are not made by the City, the Contract shall terminate, without penalty, upon written notice being given by the City to Proposer. The City's decision as to whether sufficient funds are available shall be accepted by the Proposer and shall be final.

C. COMPLIANCE

Proposers are required to comply with all applicable OSHA, EPA, ADA, TAS, HIPAA, and GLBA provisions and any and all other relevant state and federal standards, codes and regulations that may apply or are noted in other sections of the RFQ.

D. TAXES, LICENSES AND PERMITS

It is the Proposers' responsibility to secure all required licenses, permits and insurance necessary for the proper execution and completion of the work/services involved.

E. OTHER TERMS

1. The Proposer is solely responsible for the content of its' Statement of Qualifications and ensuring that is best meets the evaluation criteria set forth in this RFQ. Previously published data in support of experience, financial or performance capability will be evaluated if such data reflects a current position and such data is submitted as a part of the response to this RFQ.
2. City of Mesquite reserves the right to reject any or all Statement of Qualifications or any part(s) thereof and to waive informalities and minor irregularities in the Statement of Qualifications received.
3. A formal, more extensive Contract will be negotiated and signed by and between the successful Proposer(s) and City of Mesquite to perform this service. (See attached contract sample)
4. City of Mesquite reserves the right to enter into discussions with anyone, or all of the Proposers after Statement of Qualifications have been initially reviewed. Such discussions may be for clarification of Statement of Qualifications content contained in a response and/or may result in request for a "Best and Final" offer from Proposer(s). Such responses shall be subject to all provisions, terms and conditions as set forth in the RFQ, unless otherwise modified.
5. Vendors who do not respond to this particular proposal, but who want to remain on our mailing list for future opportunities shall indicate "NO PROPOSAL" on the face of this page by putting the date and signed

by the authorized representative of your company and return this page to the Purchasing office. Your assistance in this matter is greatly appreciated.

6. **Protection of Resident Workers:** The City of Mesquite actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.
7. **Laws and Ordinances:** The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances, and regulations which in any manner affect the Contract or the work and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.
8. **Proposals must be received prior to the closing date and time to be considered.** Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the RFQ. The City of Mesquite will not be responsible for mail delivered from the post office. Proposals received after the published time and date cannot be considered and will be returned unopened.
9. **Proposals will be received and publicly acknowledged at the location, date and time stated above.** Only the name of the proposers responding to this request for proposal shall be released at the proposal opening. Other information submitted by the proposer shall not be released by the City during the proposal evaluation process or prior to contract award. At no time will confidential information, as noted by the proposer, be released.
10. **Proposer shall attach official documentation from the State of Texas or other qualified certification agency of M/WBE status of your company with bid/proposal.** This data is for informational purposes only and will not affect the bid proposal award.
11. **A completed W-9 form will be required and submitted with bid.**
12. **In submitting an offer, respondent certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.**
13. **The attached Non-Exclusion Affidavit for General Contractors must be signed, notarized, and submitted with bid proposal.**
14. **A representative of the proposing entity who is authorized to enter into contract on behalf of the proposing entity must manually sign proposals in ink. The person signing the proposal must indicate his/her title along with signature. Proposals received without proper signature will not be considered.**
15. **Any ambiguity in the bid proposal as a result of omission, error, lack of clarity or non-compliance by the proposer with specifications, instructions and all conditions shall be construed in favor of the City.**
16. **This Contract may be terminated at any time with thirty-(30) day's written notice by either the City of Mesquite or successful proposer.**

17. The City is not liable for any cost incurred by Proposers in replying to this RFQ. This includes costs to determine the nature of the proposal, submitting, negotiating, presentations or any other costs a vendor would incur in responding to the RFQ.
18. Proposers shall complete all information requested and blanks provided shall be filled in on the provided forms. Failure to completely describe the merchandise being proposed may result in rejection of your bid proposal.
19. The City is exempt from all sales and excise taxes.
20. The City of Mesquite reserves the right to evaluate variations from these specifications. If exceptions are made, proposer shall state wherein the merchandise fails to meet these specifications. Failure to completely describe the merchandise being proposed may result in rejection of your proposal.
21. It shall be understood all proposals, responses, inquiries, or correspondence relating to or in reference to this RFQ, and all reports, charges and proposal or referencing information submitted in response to this RFQ shall become the property of the City and will not be returned. All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated in the RFQ. Proprietary information submitted in a proposal, or in response to the RFQ, will be handled in accordance with the Texas Open Records Law and other applicable state statutes.
22. It is the vendor's responsibility to check for any addendums that might have been issued before the proposal closing date and time.
23. Cooperative Purchasing: As permitted under the Texas Local Government Code, Chapter 791025, other *government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback)*. Each entity wishing to piggyback must have prior authorization from the City of Mesquite and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Mesquite shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.
24. Successful proposer agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Mesquite _____ Yes _____ No.
25. The proposal evaluation process will occur after the closing date. The City's evaluation and clarification process will commence. An evaluation team will review the proposals. Financial terms will not be the sole determining factor in this award. Other criteria described in this RFQ will be considered, as well as any other factors the evaluation team determines may affect the suitability of the proposal for the City's requirements. A Proposer's submission of a proposal constitutes their acceptance of the evaluation technique.
26. The insurance requirements are included in the proposal document. Proposers agree to provide and to maintain the required types of insurance for the term of the contract. An original certificate of insurance will be required within 10 business days by the apparent low proposer once notification has been received.
27. The Contract is included for proposer's information so that proposers may be familiar with its contents and requirements. **Proposer shall not fill in or execute these forms at time of proposal submittal. Upon award of the proposal, the awarded vendor will be required to execute the contract.**

XI. SPECIAL PROVISIONS

1. The successful proposer’s rights and duties awarded by the contract may not be assigned to another without written consent of the City signed by the City’s authorized agent. Such consent shall not relieve the assigned of liability in the event of default by the assignee.
2. Any deviations from specifications and alternate proposals must be clearly shown with complete information provided by the proposer. They may or may not be considered by the City.
3. 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 and shall not be effective unless signed by an authorized representative of the City.
4. The City shall have the right to modify this order subject to an adjustment in the price in accordance with the applicable provisions of the purchase order, if any, or pursuant to mutual agreements. No agreement or understanding to modify this order shall be binding on the City unless it is in writing and signed by an authorized representative of the City.
5. The City reserves the right to require additional technical and pricing information and negotiate all elements, which comprise the Vendor’s proposal to ensure that the best possible consideration be afforded to all concerned. The City reserves the right to accept all or part of any proposal, to reject any or all proposals and to re-solicit for proposals.
6. All questions must be submitted via email at purchasing@cityofmesquite.com by January 6, 2023, at 4:00 p.m. prior to proposal closing date.
7. Proposers shall submit five professional client references.
8. Proposers shall fill out the following required documents, as noted in the bid proposal. If the following forms are not included, the bid proposal may be considered non-responsive.

Check List:

- Conflict of Interest Questionnaire
- Non-Exclusion Affidavit for General Contractors
- Prohibition on Contracts with Companies Boycotting Israel
- References
- Secretary of State Filing Certificate
- W-9

XII. GENERAL GUIDELINES & ADDITIONAL INFORMATION

- A. ALL INFORMATION TRUE.** Respondent represents and warrants to the City of Mesquite that all information provided in the response shall be true, correct and complete. Respondents who provide false, misleading, or incomplete information, whether intentional or not, in any of the documents presented to the City of Mesquite for consideration in the selection process shall be excluded.
- B. CONFIDENTIAL MATERIAL.** Any material that is to be considered as confidential in nature must be clearly marked as such and will be treated as confidential by the City of Mesquite to the extent allowed by law. Submission of information relative to this RFQ shall not be released by the City during response evaluation process or prior to contract award. Respondents are advised that the confidentiality of their submittals will be protected to the extent permitted by law. Respondents are advised to consider the implications of the Texas Open Records Act, particularly after the response process has ceased and the contract has been awarded. Trade secrets and any material that is considered as confidential in nature must be clearly marked and identified as such by the Respondent at the time of response submittal and will be treated as confidential by the City of Mesquite to the extent allowed by the Texas Local Government Code Chapter 252.049 and the Texas Open Records Act. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary/confidential information will result in all unmarked sections being deemed non-proprietary upon public request.
- C. LATE SUBMITTALS.** Submittals received after the submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Mesquite is not responsible for lateness of the mail, postal carrier, courier, etc.
- D. ADDENDA.** Any interpretations, corrections, or changes to this RFQ will be made by addenda. Sole issuing authority shall be vested in the City. Addenda may be obtained from the City of Mesquite website: <https://www.cityofmesquite.com/674/Bid-Openings-Specifications-Conferences> or Periscope: www.periscopeholdings.com. It is the Respondent's responsibility to obtain all addenda issued from either source provided by the City.

Failure to acknowledge receipt of addenda and submit with vendor's response may result in disqualification of the response.

- E. INTERVIEWS.** After the initial evaluation of the submittals, Respondents will be notified by email of their status in the selection process. Respondents who are “short-listed” should expect and anticipate subsequent interviews which will most likely focus not only on the Respondent’s program approach but also on an appraisal of the people who would be directly involved in the Project.
- F. INQUIRIES.** Do not contact the City of Mesquite or elected officials during the selection process to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so.
- G. COST OF RESPONSES.** The City of Mesquite will not be responsible for the costs incurred by anyone in the submittal of responses and interviews.
- H. CONTRACT NEGOTIATIONS.** This RFQ is not to be construed as a contract or as a commitment of any kind. If this RFQ results in a contract offer by the City, the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations. To ensure that the appropriate staff is assigned to the Project, the City intends to make the inclusion of a “key persons” clause a part of the contract negotiations. Fair and equal treatment will be shown to all Respondents with respect to any opportunity for discussion and revision of responses. Such revision may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.
- I. NO OBLIGATION.** The City reserves the sole right to (1) evaluate the responses submitted; (2) waive any irregularities therein; (3) select candidates for the submittal of more detailed or alternate responses; (4) accept any submittal or portion of submittal; (5) reject any or all Respondents submitting responses, should it be deemed in the City’s best interest; or (6) cancel the entire process.
- J. EQUAL OPPORTUNITY EMPLOYER.** The selected provider agrees that, during the term of the contract, they shall not engage in any employment practices which have the effect of discriminating against any employee or applicant for employment on the basis of race, color, religion, national origin, sex, age, or handicap; further, the successful Respondent will take affirmative steps that applicants are treated and employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap.
- K. REQUIRED FORMS AND STATE CONTRACT REQUIREMENT.** As required by Chapter 176 of the Texas Local Government Code, Respondents shall complete Form CIQ, Conflict of Interest Questionnaire (attached to this RFQ as Attachment 2) and include it at the end of each copy of their response. State law requires a vendor that wishes to conduct business or be considered for business with a city to file this form, which was created by the Texas Ethics Commission. In addition, the RFQ Response Form contained in this RFQ (Attachment 1) should also be completed and included in this Section.

Please sign and return the compliance agreement (Attachment 3) which addresses the State of Texas House and Senate bills discussed below.

HB 1295: Beginning January 1, 2016, state law requires awarded vendors contracting with the City to complete and submit the Certificate of Interested Parties (Form 1295). This form is located on the Texas Ethics Commission website and should be completed and submitted upon notification of pending award at

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

HB 89: Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel. The Texas State Comptroller maintains a list of companies that boycott Israel. Inclusion on this list will prevent the City of Mesquite from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

SB 252: Beginning September 1, 2017, a governmental entity may not enter into a governmental contract with a company that does business with Iran, Sudan, or any known terrorist organization. The Texas State Comptroller maintains a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Inclusion on this list will prevent the City of Mesquite from entering into a contract with the contractor. Below is a link to the list. <https://comptroller.texas.gov/purchasing/publications/divestment.php>

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XIII. STANDARDS OF CONDUCT

The City of Mesquite conducts business with the public, business partners, vendors, and contractors under a set of rules to ensure that all City officials and employees discharge their duties in a manner designed to promote public trust and confidence in our city. This code of ethics, titled Standards of Conduct, is taken from the Mesquite City Code, Chapter 2, Art. IV, Sec 2-123.

The City wants you to be aware of the rules that its employees are required to follow while performing their services to you. A violation of state or federal statutes may occur if these rules are broken. It is hoped that by outlining these rules for you, your experience in dealing with the City of Mesquite will be both rewarding and satisfactory.

Acceptance of Gifts or Gratuities

Accepting gifts or gratuities by employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

- Please do not offer employees any gift, loans, or any other thing of value.
- Employees may not receive any fee or compensation for their services from any source other than the City, so please do not offer.
- Please do not offer to buy meals for employees.
- Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
- Letters to supervisors for exceptional service by employees are always welcome.

Conflicts of Interest

Employees are prohibited from engaging in any outside activities that conflict with, or have the appearance of conflicting with, the duties assigned to them in the employment of the City.

- Please do not ask employees for any special favor or consideration that is not available to every other citizen.
- Please do not ask an employee to disclose any information that is not available to every other citizen through normal public information channels.
- Please do not offer to compensate the employee by offering to hire, or do business with any business entity of the employee or family member
- Do not ask employees to represent you or your company or make any recommendations on your behalf other than those that are a part of their official duties with the City.
- Please do not ask employees to endorse the products or services of your company.
- Please do not ask employees to hand out or post advertising materials.

Solicitation by City Employees

Employees may not solicit gifts, loans, or any other items of value from people doing City business that will be used by them personally.

- If you are asked to pay a fee for services that you believe is improper or illegal, please contact the City's ethic's officer at **972-329-8723**. (payments should only be made to designated cashiers or clerks).

- Employees are prohibited from taking retaliatory action against you for failing to comply with any request unless the request is within the scope of the employee’s official duties for the City.

Use of City Equipment, Facilities and Resources

Use of City equipment, facilities and resources is authorized only for City purposes and for those activities permitted by City ordinance and policy.

- Please do not ask employees to use City equipment to run errands or perform tasks for your benefit.
- Employees may not perform tasks, nor conduct any business not related to their official duties while on City time.

Your Rights and Expectations

When dealing with employees of the City of Mesquite you have the right to honest, fair, and impartial treatment. You may expect prompt, courteous, and professional service from our employees who are expected to understand and practice good customer service skills. Employees are tasked to uphold the public trust through the ethical performance of their duties. We understand that the enforcement of regulatory guidelines and codes may sometimes be a cause for concern; however, you may rest assured that we are responsible to all of the citizens of Mesquite and our goal is to serve them to the best of our ability.

Should you have any concerns or questions concerning this information or the conduct of any of our employees please contact the City’s ethics officer at 972-329-8723. All calls to the City’s ethics officer are confidential and your name (or any other identifying information) will not be disclosed.

Cliff Keheley
City Manager

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XIV. INSURANCE VERIFICATION PROGRAM

LETTER OF AUTHORITY

TO: All Awarded Vendors

RE: Insurance Verification

Dear Vendor:

The City of Mesquite has provided Insurance Certificate Administrators (ICA) authority to monitor certificates of insurance, endorsements and other policy information from our vendors and contractors. ICA will request, receive, evaluate, and order corrections from such companies.

ICA will provide the City of Mesquite with verification that any insurance document your agent or insurer certifies conforms to the contract requirements.

It is necessary that you have your agent or insurer promptly cooperate with ICA by having them provide the information ICA requests.

All correspondence regarding certificates of insurance and insurance policy information for the City of Mesquite should be sent to the following address. There is no need to provide copies to the City of Mesquite.

City of Mesquite
c/o ICA
input@icaprogram.com
P.O. Box 2566
Fort Worth, TX 76113-2566
Phone: 817-332-5313

Please forward the enclosed instructions to your agent/broker. Thank you for your cooperation.

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INSURANCE

AMOUNTS OF INSURANCE

Contractor agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract.

<u>Type</u>	<u>Amount</u>
1. <u>Worker’s Compensation and Employer’s Liability</u>	<u>Statutory Limits</u> \$100,000 per occurrence
2. <u>Commercial (Public Liability) including but not limited to:</u>	<u>Bodily Injury:</u> \$500,000 per person \$1,000,000 per occurrence and
A. Premises/Operations	
B. Independent Contractors	
C. Personal Injury	<u>Property Damage:</u>
D. Products/Complete Operations	\$500,000 per occurrence
E. Contractual Liability (insuring above indemnity provisions)	with <u>general aggregate</u> of \$1,000,000
3. <u>Business (Commercial) Automobile Policy:</u>	Combined Single Limit/ \$500,000

The preceding amounts notwithstanding, the City reserves the right to increase the minimum required insurance to be effective thirty (30) days after notice is sent to the address provided herein. The Contractor may pass through to the City all costs for obtaining the increase in the insurance coverage.

OTHER INSURANCE REQUIREMENTS

The Contractor understands that it is its sole responsibility to provide the required Certificate and that failure to comply within 10 business days after notice of award and according to the requirements of this article shall be a cause for termination of this Contract.

For any pesticide spraying performed, the City of Mesquite will require the successful bidder to carry Pollution Liability Insurance and Environmental Impairment Liability Insurance.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney’s office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City, as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third-party liability policy.

The Contractor further agrees that with respect to the above-required insurances, the City shall:

1. Be named as additional insured/or an insured, on all required insurance except workers' compensation. Blanket Endorsements are acceptable in meeting this requirement if copies of the endorsements are provided along with the certificate. If using a form that has specific boxes labeled for additional insured, checking those specific boxes is acceptable in meeting this requirement as well.
2. Be provided with a waiver of subrogation, in favor of the City on all required insurance. Blanket Endorsements are acceptable in meeting this requirement if copies of the endorsements are provided along with the certificate. If using a form that has specific boxes labeled for waiver of subrogation, checking those specific boxes is acceptable in meeting this requirement as well.
3. Be provided with an unconditional 30 days' advance written notice of cancellation or material change.
4. Prior to execution of this Agreement, proof of insurance shall be provided through the office of the City Secretary with either their original Certificate of Insurance or their insurance policy evidencing the above requirements. Thereafter, new certificates or copies of the policies shall be furnished prior to the expiration date of any prior certificate.

C. ADDITIONAL WORKER'S COMPENSATION INSURANCE REQUIREMENTS

1. Definitions:

Certificate of coverage ("certificate") A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement showing statutory Worker's Compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractors'/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project (subcontractor" in 406.096) - includes all persons or entitles performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements. Which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.
3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

4. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
5. The contract shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (a) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage for all persons providing services on the project; and
 - (b) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

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XV. CONFLICT OF INTEREST QUESTIONNAIRE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code went into effect which 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 City Secretary of the City of Mesquite not less than the 7th business day after the person becomes aware of facts that require the statement to be filed. **To comply with this law, the City of Mesquite requires that this Questionnaire be completed and turned in with your proposal.**

See Section 176.006, Local Government Code, which reads "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."

Questionnaire on next page.

Remainder of page intentionally left blank

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity.		
2 <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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed.	_____ Name of Officer	
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7	_____ Signature of vendor doing business with the governmental entity Date	

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

 (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

XVI. NON-EXCLUSION AFFIDAVIT FOR GENERAL CONTRACTORS

Federal, state, and local government agencies, not-profits, and other organizations that use federal money to fund all or part of any program or project are required to follow specific requirements regarding the use of such federal funds. One of these requirements is that no contract, subcontract, grant, financial assistance, or other forms of assistance provided using federal funds may be awarded to individuals or entities that have been suspended, debarred, or otherwise excluded from participation in federally funded programs.

The U.S. federal government maintains a Web site known as the “System for Award Management” (SAM) at www.sam.gov. One of the purposes of the SAM Web site is to provide a comprehensive list of all individuals, firms, and other entities that have been suspended, debarred, or otherwise excluded from participation in federally funded contracts, subcontracts, grants, etc. SAM provides a simple means of helping government, non-profit agencies, and other organizations ensure that they do not award federally-funded grants, contracts, subcontracts, or other financial or non-financial benefits to any individual, firm, or other entity that has been excluded by any agency from participation in such federally funded activities.

I, _____ (Contractor Representative), hereby certify that neither I nor _____ (Name of the company or organization I represent) nor any subcontractors that I or said company may employ to work on any federally funded activity have been suspended, debarred, or otherwise excluded by any federal agency from participation in any federally funded activity. I further acknowledge my understanding that, before entering into a contract with me or with the company or organization I represent, City of Mesquite staff will perform a search on www.sam.gov to verify whether I, the organization I represent, or any subcontractors I may employ to work on any federally funded activity, have been excluded from participation in any federally funded activity.

Signature of Contractor Representative

Date

Sworn to and subscribed before me this _____ day of _____, 20_____

Notary Public in and for _____ County, _____ (Insert State Name)

XVII. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Chapter 2271 of the Texas Government Code, provides that the City may not enter into a contract* with a company for goods or services unless the contract contains a written verification from the company that it: (i) does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

“Boycott Israel” is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. “Company” is defined to mean a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

*** The requirement applies only to a contract that: (1) is between the City and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from City funds.**

I, _____, the _____
(Name of Certifying Official) (Title or Position of Certifying Official)

of _____, does hereby verify on behalf of said
(Name of Company)

company to the City of Mesquite that said company does not Boycott Israel and will not Boycott Israel during the term of this contract.

Signature of Certifying Official

Title

Date of Certification

Date of Certification

XVIII. REFERENCES

Five (5) Professional References (Include: Names, Addresses, Phone No's., Dates, Work Description and Contract Amounts.)

1. _____

2. _____

3. _____

4. _____

5. _____

XIX. SECRETARY OF STATE FILING CERTIFICATE

CERTIFICATION OF ELIGIBILITY

By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government’s list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the City of Mesquite Purchasing Agent. Failure to do may result in terminating this contract for default.

DISCLOSURE OF INTERESTED PARTIES

By submitting a bid or proposal in response to this solicitation, the bidder/proposer agrees to comply with H.B. 1295, Government Code 2252.908. Bidder/proposer agrees to provide the City of Mesquite Purchasing Agent, and/or requesting department, the “Certificate of Interested Parties,” FORM 1295 as required, with in **ten (10)** business days from notification of award, renewal, amended or extended contract.

Visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

HB 89 & SB 252

By submitting a bid or proposal in response to this solicitation, the bidder/proposer verifies that the company represented does not and will not for the term of the contract boycott Israel or conduct business with Iran, Sudan, or any known terrorist organization. The State of Texas Comptroller’s “Divestment Statute Lists” will be reviewed by the City of Mesquite Purchasing Agent prior to award.

Authorized Signature

Printed Name

Company Name

XX. W-9

<p>Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p> <p>▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p>Give Form to the requester. Do not send to the IRS.</p>		
<p>Print or type. See Specific Instructions on page 3.</p>	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>			
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requestor's name and address (optional)</p>		
<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>				
<p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and I am a U.S. citizen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>				
<p>Sign Here</p> <table style="width:100%; border: none;"> <tr> <td style="border: none; width: 70%;">Signature of U.S. person ▶</td> <td style="border: none; width: 30%;">Date ▶</td> </tr> </table>			Signature of U.S. person ▶	Date ▶
Signature of U.S. person ▶	Date ▶			
<p>General Instructions</p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.</p> <p>Purpose of Form</p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.</p> <ul style="list-style-type: none"> • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i></p>				
<p>Cat. No. 10231X</p>		<p>Form W-9 (Rev. 10-2018)</p>		

XXI. RFQ RESPONSE FORM

This Statement of Qualifications constitutes an offer by this Applicant which signifies the Applicant’s intent to enter into negotiations of a Contract for **Construction Manager At-Risk Services** for the Mesquite Animal Shelter & Adoption Center Addition. Applicant attests that it has read and understands the RFQ requirements; will abide by the terms and statutory requirements governing the solicitation process; does not object to any of the terms and conditions listed in the RFQ.

A representative authorized to bind Applicant must prepare and sign a notarized Certification of Applicant containing all statements and information required below.

The Certification of Applicant is submitted by _____, the Applicant, in support of its Proposal dated _____, 2022.

Applicant was incorporated in the State of _____ on the date of _____.

i. APPLICANT INFORMATION

Name of Submitter: _____

Address: _____ City: _____

State: _____ Zip: _____

Office: _____ Email Address: _____

Year Established: _____ Number of Employees: _____

ii. ADDENDA

All addenda shall be in written form, posted to Mesquite website: <https://www.cityofmesquite.com/674/Bid-Openings-Specifications-Conferences> or Periscope: www.periscopeholdings.com . The City is not bound by any oral representations, clarifications, or changes made in connection to the RFQ by the City’s employees, agents, or consultants unless in the form of a properly issued Addendum. The Proposer shall ascertain, prior to the submission of a proposal, that it has received each Addendum issued by the City.

Recognizing this responsibility, the Applicant hereby acknowledges receipt of the following Addenda:

Addendum _____ Initial _____ Addendum _____ Initial _____

Addendum _____ Initial _____ Addendum _____ Initial _____

Addendum _____ Initial _____ Addendum _____ Initial _____

The failure of the Applicant to contact the City to determine the issuance of any Addenda, or to acknowledge receipt of any and all of the Addenda issued in connection with this project, shall entitle the City, at its sole discretion, to (i) reject the proposal of the Applicant as being non-responsive, or (ii) to accept the proposal of the Applicant, in which event the Applicant agrees to be bound by all of the terms and conditions of each unacknowledged Addendum.

XXII. OFFEROR’S QUESTIONNAIRE FOR RFQ 2023-040

Offerors are required to submit a complete response to each of the below listed items. Responses requiring additional space should be brief and submitted as an attachment to the Offeror’s Questionnaire.

1. Legal name of the company: _____
 Authorized point of contact for the company:
 Name: _____ Title: _____
 Email: _____ Cell: _____
 Address of office that would be providing service:

 Main phone: _____ Direct phone: _____
 Number of years in Business: _____
 Type of Operation: Individual Partnership Corporation
 Number of Employees: _____ Annual Sales Volume: _____
 State whether you will provide a copy of your company's financial statements for the past two (2) years, if requested by the City. Yes No
2. Provide a financial rating of your company and any documentation (e.g., a Dunn & Bradstreet analysis), which indicates the financial stability of the company.
3. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
 Yes No
4. Provide any details of all past or pending litigation or claims filed against your company arising out of or in connection with your company's performance under a contract for construction management and / or construction services. Describe how such suit or claims were resolved.
 See attached explanation N/A
5. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution
 Yes No

XXIII. CITY OF MESQUITE GENERAL CONDITIONS FOR BUILDING CONSTRUCTION (ATTACHED SEPARATELY)

XXIV. ATTACHMENT 1 – PHASE I PRE-CONST. CONTRACT AGREEMENT (ATTACHED SEPARATELY)

XXV. ATTACHMENT 2 – PHASE II CONSTRUCTION CONTRACT AGREEMENT (ATTACHED SEPARATELY)

XXVI. ATTACHMENT 3 – SCHEMATIC DESIGN PLANS (ATTACHED SEPARATELY)