INVITATION TO BID (ITB) NO. I004-2020

CLOSING DATE AND TIME: JANUARY 23, 2020 - 2:00 P.M.

ANNUAL MAINTENANCE OF INTERIOR PLANTS AT MESQUITE MUNICIPAL BUILDINGS

BIDS SHALL BE SUBMITTED ON THIS FORM

The City of Mesquite, Texas, invites, faxed, mailed or hand delivered bids from all qualified vendors desiring to bid on the Annual Maintenance of Interior Plants at Mesquite Municipal Buildings, complying with the following specifications as listed herein.

Address bids to Ryan Williams, Manager of Purchasing, City of Mesquite, P.O. Box 850137, Mesquite, Texas 75185-0137. Mark envelope in lower left corner "ITB No. I004-2020; Annual Maintenance of Interior Plants at Mesquite Municipal Buildings," so the bids will not be opened until the appointed hour. Bids may also be submitted by courier or hand delivered to Ryan Williams, Manager of Purchasing, City of Mesquite, 1515 N. Galloway Avenue, Mesquite, Texas 75149. Bids may also be faxed to 972-216-6397. Bids submitted must be received before bid closing on **Thursday, January 23, 2020 at 2:00 p.m.**

GENERAL CLAUSES AND CONDITIONS

1. If you have questions regarding the preparation of your bid, you may contact: purchasing@cityofmesquite.com.

2. If you do not intend to bid on this project, please complete the bottom portion of the bid sheet, mark bid sheet "NO BID" and return form to the Purchasing Department. Your assistance in this matter is greatly appreciated.

3. 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.

4. 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.

5. Bidders desiring a copy of the bid tabulation sheet may request same by enclosing a self-addressed stamped envelope with bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE OR EMAIL. If you have any questions, please contact the City of Mesquite Purchasing Department at 972-216-6201. Or, check our Web site at www.cityofmesquite.com 24-48 hours after bid opening for a bid tabulation.

6. Bids must be **received in duplicate**, on this form, prior to the closing date and time to be considered. Bids 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 ITB. The City of Mesquite will not be responsible for mail delivered from the post office. Bids received after the published time and date cannot be considered and will be returned unopened.

7. Bidder 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 award.

8. A completed W-9 form will be required within five (5) business days by the apparent low bidder once notification has been received.

9. 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.

10. The attached Non-Exclusion Affidavit for General Contractors form shall be signed, notarized and submitted with bid.

11. All bids must be signed by an authorized representative of the company.

12. The prices quoted in this bid proposal shall be F.O.B. Mesquite, TX and cover costs for packaging, delivery, and handling, REGARDLESS OF THE SIZE OF ORDER, to the City of Mesquite, 1515 N. Galloway Avenue, Mesquite, Texas 75149.

13. Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in favor of the City.

14. The City of Mesquite reserves the right to reject any and all bids, waive formalities and to make award of bid as may be deemed to the best advantage of the City. No bid may be withdrawn within forty-five (45) days after date of opening.

15. This Contract may be terminated at any time with thirty (30) days written notice by either the City of Mesquite or successful bidder.

16. Prices shall be filled in and extended on the bid sheet. In case of discrepancy between the unit price and the extension, the unit price will be taken.

17. Bidder shall complete all information requested and blanks provided shall be filled in beside or under each item. Failure to completely describe the merchandise being bid may result in rejection of your bid.

18. The City is exempt from all sales and excise taxes.

19. The City of Mesquite reserves the right to evaluate variations from these specifications. If exceptions are made, bidder shall state wherein the merchandise fails to meet these specifications. Failure to completely describe the merchandise being bid may result in rejection of your bid.

20. Quantities are estimated and based on projected usage. It is specifically understood and agreed that these quantities are estimated and any increased quantities will be paid at the regular quoted price. The contractor shall not have any claim against the City of Mesquite for any quantities ordered that are less than the estimated bid amount.

21. Award of contract shall be made on an "all or nothing" basis at the discretion of the City of Mesquite.

22. Orders shall be placed on an "as-needed" basis at the discretion of the City of Mesquite. Bidders shall advise if there is a minimum dollar amount per order.

22. It is the vendor's responsibility to check for any addendums that might have been issued before the bid 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.

    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 of Mesquite _____Yes _____No.

24. Price quoted shall prevail for the entire term of the contract; one (1) year starting after bid is awarded to the successful bidder. A renewal option is included as a part of this bid for an additional four (4) one-year periods, renewable on anniversary of the original date, provided bidder can maintain bid prices and both parties are in mutual agreement.

25. The insurance requirements are included in the bid document. Bidders 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 bidder once notification has been received.

26. The Contract form is included for Bidders information so that Bidders may be familiar with their contents and requirements. **Bidder shall not fill in or execute these forms at time of bid submittal. Upon award of the bid, the awarded vendor will be required to execute the contract.**

SPECIAL PROVISIONS

1. Price escalation: The City of Mesquite favors fixed pricing. However, due to market conditions, which may result in an increase in the costs of materials awarded by this contract during the contract term, the City may consider, at its option, a request by the successful bidder for a price escalation equivalent to the percentage increase of materials. Price escalation will be made under the following conditions: 1) no request for a price escalation will be considered for the first year of the contract period; 2) Contractor will be required to provide written confirmation from his supplier indicating the exact percentage of increase as well as the effective date of the escalation; 3) The City reserves the right to accept or reject the price increase; and 4) If the price increase is rejected, the Contractor shall provide the materials at the contracted price or may cancel the contract for the remaining term.

2. Bidders shall fill out the following required documents and submit with bid. If the following forms are not included, the bid may be considered non-responsive.

Bid Check List:

- ☐ Bid Sheet
- ☐ Conflict of Interest Form
- ☐ References
- ☐ Non-Exclusion Affidavit for General Contractors
- ☐ Prohibition On Contracts With Companies Boycotting Israel - House Bill 793 Form
- ☐ Acknowledgement of concurrence of Interiorscape Plant List by Municipal Building Location
- ☐ Special Conditions, Terms, Delivery and Signature Page **(must be filled out completely)**

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **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?

☐ Yes ☐ 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?

☐ Yes ☐ 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 ☐ 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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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.

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 don't 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

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)

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Chapter 2270, as amended by House Bill 793, 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 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

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.

INSURANCE

A. AMOUNTS OF INSURANCE

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

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

B. 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.

1. 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.

2. Be provided with an unconditional 30 days' advance written notice of cancellation or material change.

3. 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.

REFERENCES

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

Company Name	
Contact Name	
Title	
Address	
Phone	

Company Name	
Contact Name	
Title	
Address	
Phone	

Company Name	
Contact Name	
Title	
Address	
Phone	

Company Name	
Contact Name	
Title	
Address	
Phone	

Company Name	
Contact Name	
Title	
Address	
Phone	

SPECIFICATIONS

I. Intent

It is the intent of these specifications to establish a 12-month price agreement to provide ongoing care and maintenance of plants located at Mesquite Municipal Building - 1515 North Galloway Avenue, Main Library - 300 W. Grubb, North Branch Library - 2600 Oates Drive, and at the Mesquite Arts Center - 1527 North Galloway Avenue.

II. General Conditions

The vendor shall provide a regimen of maintenance checks and provide the care necessary to keep all of the plants as listed in the Interiorscape Plant List by Municipal Building Location in a healthy and thriving condition.
On a weekly basis, the vendor shall check each plant for the following conditions: moisture levels; insects; diseases; and mechanical injury. The vendor shall provide water as necessary, treat for insects and diseases and prune out any dead leaves or branches away from the plant. The vendor shall also clean the foliage as necessary to keep any dust off of the plant and any debris found on the soil surface of the plant shall be removed. All discarded material shall be removed from the site. All plants shall be fertilized on a monthly basis. The vendor shall provide any additional care that is necessary to keep the plants in a healthy and thriving condition in accordance to the acceptable standard in the Interiorscape industry.

A. Identification of Plant Maintenance Personnel

The vendor shall provide a uniform for their personnel and a picture identification badge that can be easily read and identifies the person's name. Upon arriving at each work site, the vendor's personnel shall check-in with the City's designated personnel at each location.

B. Weekly Record of Site Inspection/Plant Maintenance Procedures

The vendor shall generate a log or check list form to be approved by the Park Project Manager, before the issuance of a Notice to Proceed. The form will illustrate an easily understood list of actions that may be taken during each weekly inspection and a description of any plant maintenance procedures. This form shall be filled out by the vendor's personnel upon the completion of the weekly visit. This form shall be made available by email if requested by the Park Project Manager by 8:00 a.m. on the day following the weekly visit. The City will assume that no maintenance procedures were performed if the weekly site inspection/maintenance procedure form was requested but has not been received by the Park Project Manager.

C. Work Performed On the Same Day at the Same Site

Plant maintenance at any of the specified work sites shall be performed at that work site on the same day each week.

D. Emergency Service and Call Backs

Contractor must provide a telephone number for emergency service requests, callbacks, questions or concerns. Emergency and call back requests, upon receiving notification, require no less than a 4-hour response time. Emergency requests will be coordinated by the Park Project Manager.
All call backs or re-treatments for services shall be at the Contractor's expense with no charge to the City.

III. Maintenance Specifications

A. RE-ORIENTATION: All plants shall be rotated for re-orientation to the light each week.

B. STANDARDS: All procedures shall be of the highest standard and conducted in a manner that is consistent with the Interiorscape industry.

C. WARRANTY: All plants maintained by the vendor shall be fully warranted against insects, diseases and poor appearance.

D. REPLACEMENT: Replacement plant material (replace as needed as plant material declines).
Note: All plant material shall be kept in a healthy, vibrant, and robust "show case" condition. Any decline in plant material condition shall be replaced, at once with plant material of comparable size as surrounding and like plant material at the vendors' expense. As plant material matures in size and later declines for any reason, the size of the replacement material shall be of equal size at time of plant decline.
Any plant that visibly shows a deteriorating appearance, or if a disease is found that is deemed to be detrimental to the other plants at the same location, that plant shall be immediately removed from the site and replaced with a comparable plant of equal size and interest. Substitution of a plant that is different in genus or species as a replacement plant shall be approved by the Park Project Manager prior to replacement.

Vendor shall replace foam sponges packed around each planting pot when the foam becomes unusable or does not make a good support for the pot. The vendor shall also keep the decorative moss in a good presentation condition around each plant and replace the moss if it is not in showcase condition. The foam sponges and decorative moss shall be replaced on an as needed basis and at the expense of the vendor.

For clarification, there are no foam sponges or decorative moss in any of the pots at the North Branch Library.

The replacement of plants identified as poor condition with a similar size and type shall be the responsibility of the vendor. Replacement shall be performed at the start of the contract, at no additional cost to the City.

E. WATERING: Water as needed. Utilize moisture meter, provided by contractor, for measurements and water accordingly. The contractor shall follow the moisture meter manufacturer's instructions for using the tester. The owner will not allow access to janitor's closet or hose bibs to obtain water. The contractor may access water from restroom sinks. The contractor shall not leave water standing on the restroom counters.

The vendor may access water at the Mesquite Arts Center in the kitchen or in the workshop.

F. RECORDS: The contractor shall keep a written log of each site visit. The log shall be created by the contractor and identify the following: dates of the site inspection; the job tasks performed; plant replacement (if any) and the moisture meter readings of each planter. Log shall have an area for plant condition comment.

G. COMMUNICATION AND UNDERSTANDING: The vendor shall have an English speaking person on the job site at all times for the purpose of communicating security issues with the City's designated personnel at each job site, and for the communication for clear understanding between the vendor and the Park Project Manager.

H. LICENSE: The vendor shall have a current and valid Structural Pest Control license and nurserymen's license. Bidder shall submit a copy of license with their bid. Throughout the term of this contract, the Contractor shall maintain a current business license issued by the Structural Pest Control Board. In addition, all Contractor personnel providing on-site pest control service must maintain licensing (in categories appropriate to the work being performed) as commercial applicators or licensed technicians. Unlicensed applicators and technicians will not be permitted to provide service to the City under this contract.

I. POSTING: The Contractor shall fulfill all obligations with regard to posting, as required by the Texas Structural Pest Control Board. The Contractor will be responsible to post, in a prominent location, pest control signs provided by the Contractor in fulfillment of obligations under Texas laws and regulations. In the event of emergency applications, the Contractor will display the pest control sign in a prominent location at the time of treatment.

J. SAFETY AND HEALTH: The Contractor shall observe all safety precautions throughout the performance of this contract and shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work and shall hold the City harmless for any action on its part or that of its employees that results in illness, injury or death.

K. UNIFORMS AND PROTECTIVE CLOTHING: When pesticides are being applied, all Contractor personnel working in or around buildings designated under this contract shall wear distinctive uniform clothing. The Contractor shall determine and provide additional personal protective equipment required for the performance of work. P.P.E. such as Protective clothing, equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

L. VEHICLES: Vehicles used by the Contractor shall be identified in accordance with state and local regulations and shall be operated in a safe manner on City property. Vehicles must meet Texas Department of Transportation requirements. The Contractor agrees to provide and maintain proper vehicle insurance coverage as required by the City of Mesquite.

IV. Use of Pesticides

The Contractor shall be responsible for application of pesticides according to the label. All pesticides used by the Contractor must be registered with the U.S. Environmental Protection Agency (EPA). Transport, handling and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, state and local laws and regulations.
The Contractor shall adhere to the following rules for pesticide selection and use:

A. NON-PESTICIDE PRODUCTS AND THEIR USE: The Contractor shall use non-pesticidal methods of control wherever possible.

B. APPLICATION BY NEED: Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any inside area shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area. Preventive pesticide treatment of areas where surveillance indicates a potential insect infestation, are acceptable on a case-by-case basis.

C. PESTICIDE PRODUCTS AND THEIR USE: When it is determined that a pesticide must be used in order to obtain adequate control, the Contractor shall employ the least hazardous material, most precise application technique and minimum quantity of pesticide necessary to achieve control.

Application of pesticide liquid, aerosol or dust to exposed surfaces and pesticide sprays (including fogs, mists and ultra-low volume applications) shall be restricted to unique situations where no alternative measures are practical.
The Contractor shall obtain approval from the Manager of Building Services, prior to any application of pesticide liquid, aerosol, or dust to exposed surfaces or any spray treatment. The Contractor shall take all necessary precautions to ensure staff safety and all necessary steps to ensure the containment of the pesticide to the site of application

.

D. PESTICIDE STORAGE/DISPOSAL: The Contractor shall not store or dispose of, any pesticide product on City property

E. PESTICIDE SALES AND DISTRIBUTION: The Contractor shall not sell, share or make available any pesticide products to any City employee.

V. Care of Building Facilities

A. CARE OF THE BUILDINGS: The vendor shall provide due diligence in the care of the buildings as the maintenance procedures are carried out.

B. CLEAN-UP: If water, soil, leaves, branches, and/or debris are left on the job site, the vendor, upon notice, will be required to return to the facility immediately for appropriate clean-up. Water left on restroom counter tops, floor, etc., from contractor operations shall return to the site for cleanup

C. DAMAGE TO A FACILITY: If damage has occurred to a 'any part of a building facility' caused by water, fertilizer, etc., or other maintenance operations provided through the vendor, the vendor will be responsible to repair or replace the damaged material as directed by the Manager of Building Services. Any part of a building facility' includes but is not limited to: carpet, wood moldings, tile, linoleum, walls, paint, windows and doors and water hose bibs.

D. DISPOSAL OF REFUSE: At no time shall the vendor dispose of soil, leaves, branches, and/or debris anywhere within or on the premises of the job sites as listed and described above in item No. I.: Intent.

E. CHEMICAL APPLICATION: If it becomes apparent that any plant requires a chemical application for disease or insect control, the vendor shall take all necessary precautions to prohibit the drift or dripping of chemicals anywhere but onto the plant itself. A sign stating that a chemical has been applied, shall be placed in the plant soil to be visible until the chemical is no longer active to be of concern for the health and safety of anyone who may come in contact with the chemicals. Application of any hazardous chemicals shall be applied at the vendor's place of business or at an approved site by the Park Project Manager and the Manager of Building Services. Any application of chemicals shall be applied by a person with a Structural Pest Control license. The license shall be on the person applying the chemicals at the time of application, and shall be made available to verify the qualifications of the person applying the chemicals. The vendor shall make known to the Park Project Manager and the Manager of Building Services who the person is qualified to carry the afore mentioned license prior to the application of the chemicals.

F. AUTHORIZATION FOR CHEMICAL TREATMENTS: Authorization must be approved in writing prior to chemical treatments. Contractor must submit the following; who, what, where, when, type of chemical used, chemical must be odorless, MSDS provided and affix notification to the plant being treated.

G. PLANT ENHANCEMENTS: No special provisions will be made by the City to enhance plants unless submitted in writing to Park Project Manager. Grow lights existing over plant material will become the responsibility of the contractor to maintain, replaced immediately when burned out and aimed properly. Grow light shall be 150-watt bulb.

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	1	Lump Sum Per Month	As shown on the Interiorscape Plant List by Municipal Building Location for the **Municipal Center**, 1515 N. Galloway Avenue, work fully performed, complete and in place for the sum of: _____Dollars and_____Cents Lump Sum Per Month	Price per Month $_____	Price per Year (Unit x 12) $_____
2.	1	Lump Sum Per Month	As shown on the Interiorscape Plant List by Municipal Building Location for the **Main Library**, 300 W. Grubb, work fully performed, complete and in place for the sum of: _____Dollars and_____Cents Lump Sum Per Month	Price per Month $_____	Price per Year (Unit x 12) $_____
3.	1	Lump Sum Per Month	As shown on the Interiorscape Plant List by Municipal Building Location for the **Mesquite Arts Center**, 1527 N. Galloway Avenue, work fully performed, complete and in place for the sum of: _____Dollars and_____Cents Lump Sum Per Month	Price per Month $_____	Price per Year (Unit x 12) $_____
4.	1	Lump Sum Per Month	As shown on the Interiorscape Plant List by Municipal Building Location for the **North Branch Library**, 2600 Oates Drive, work fully performed, complete and in place for the sum of: _____Dollars and_____Cents Lump Sum Per Month	Price per Month $_____	Price per Year (Unit x 12) $_____

SCHEDULE OF BID ITEMS

PLEASE PROVIDE A PRICE QUOTE FOR THE FOLLOWING:

The maintenance for the following plants listed below at their locations shall be monitored and/or maintenance performed once each and every week or more often if required. See the maintenance specifications required of the vendor beginning on page 15 of these bidding documents.

Total Base Bid of Items "1" through "4," complete and in place, for the yearly sum of: _____Dollars _____Cents **(written) YEARLY LUMP SUM**	**$_____** **(figures) YEARLY LUMP SUM**

NOTE: Show amount in both written form and figures. In case of discrepancy between the written amount and figure amount, the written amount shall govern. In case of discrepancy between the unit price and the Total Base Bid (LUMP SUM), the unit price shall govern. The Dollar amount for unit pricing will be rounded to the nearest penny.

All substitutions as an "OR EQUAL" must be approved in writing by the City at least five (5) working days prior to bid opening.

It is understood that the quantities of work shown in the schedule of bid items are approximate only and are subject to increase or decrease and the undersigned bidder offers to do the work at the unit price as stated in the schedule of bid items.

The undersigned further agrees that the Lump Sum price quoted include all items of work required as necessary for the accomplishment of the projected work and these items include all work indicated on the Interiorscape Plant List by Municipal Building Location and the Maintenance Specifications for which no specific pay items have been established.

It is understood and agreed that the selection of Base or Alternate Bid(s) shall be at the complete discretion of the City and without recourse by the bidder. The right is reserved by the City as is advantageous to the City, to reject any and all bids, award a contract based upon submitted bids, or to re-bid the contract and to waive any and all formalities. Bidder understands and agrees that the unit prices provided above shall be used for all additions and deletions from the accepted option.

Addenda: Contractor acknowledges receipt and incorporation into the bid of addenda as listed below:

Addendum No. ___ dated
Addendum No. ___ dated
Addendum No. ___ dated
Addendum No. ___ dated

Contact information for checking status of project:

Contact Name: _____
Telephone: _____
Title: _____
Fax: _____

Contact information for checking status of project:

Contact Name: _____
Telephone: _____
Title: _____
Fax: _____

Interiorscape Plant List by Municipal Building Location Information

Legend:
E = Excellent condition of plant
G = Good condition of plant
P = Poor condition of plant

Municipal Center, 1515 North Galloway Avenue

Front Foyer: at main doors

Plant Name	Plant Pot Size (diameter)	Decorative Pot Size, dia. X ht.	Comments
Scheffelera	14"	22" x 20"	E
Scheffelera	14"	22" x 20"	E
Dracaena	10”	20”x15”	E
Dracaena	10”	20”x15”	E

Atrium Area: left of steel staircase

Plant Name	Plant Pot Size (diameter)	Decorative Pot Size, dia. X ht.	Comments
Dracaena	10"	20" x 15"	E
Dracaena	10"	20" x 15"	E
Dracaena	10"	20" x 15"	E
Spathiphyllum	10"	18" x 18"	E

Atrium Area: right of steel staircase

Plant Name	Plant Pot Size (diameter)	Decorative Pot Size, dia. X ht.	Comments
Kentia Palm	14"	22" x 19"	E
Kentia Palm	14"	22" x 19"	E
Kentia Palm	14"	22" x 19"	E

Atrium Area: under the steel staircase

Plant Name	Plant Pot Size (diameter)	Decorative Pot Size, dia. X ht.	Comments
Fiddle Leaf Fig	14	22" x 19"	E
Fiddle Leaf Fig	14"	23" x 20"	E
Fiddle Leaf Fig	14”	23”x20”	E
Eucharis Lily	12"	18" x 18"	E
Eucharis Lily	10"	18" x 18"	E
Snake Plant	10”	18”x18”	E
Snake Plant	10”	18”x18”	E
Snake Plant	10”	18”x18”	E
Dracaena	10”	20”x15”	E
Dracaena	10”	20”x15”	E
Dracaena	10”	20”x15”	E
Dracaena	10”	20”x15”	E
Dracaena	10”	20”x15”	E

North Atrium Wall: in front of the Building Inspection Dept.:

Plant Name	Plant Pot Size (diameter)	Decorative Pot Size, dia. X ht.	Comments
Dracaena	10"	18" x 18"	E, with grow light overhead
Dracaena	10"	18" x 18"	E, with grow light overhead
Chinese Evergreen	10"	18" x 17"	E

Upper Atrium: at top of steel staircase

Plant Name	Plant Pot Size (diameter)	Decorative Pot Size, dia. X ht.	Comments
Snake Plant	10"	18” x 18"	E
Snake Plant	10”	18”x18”	E
Areca Palm	12”	20”x20”	E
Areca Palm	12"	20" x 20"	E

Upper Atrium: in front of entrance at City Manager's Office

Plant Name	Plant Pot Size (diameter)	Decorative Pot Size, dia. X ht.	Comments
Snake Plant	10"	18" x 18”	E, with grow light overhead
Snake Plant	10"	18" x 18"	E, with grow light overhead
Snake Plant	10”	18”x18”	E, with grow light overhead

Upper Atrium: in front of Engineering and Fire Departments

Plant Name	Plant Pot Size (diameter)	Decorative Pot Size, dia. X ht.	Comments
Dracaena	10"	16” x 16"	E, with grow light overhead
Dracaena	10"	16” x 16"	E, with grow light overhead

Main Library, 300 West Grubb Drive

Children's Reading Area

Plant Name	Plant Pot Size (diameter)	Decorative Pot Size, dia. X ht.	Comments
Dracaena	10"	20" x 15"	E
Ficus	14"	20" x 15"	G

Main Entrance

Plant Name	Plant Pot Size (diameter)	Decorative Pot Size, dia. X ht.	Comments
Fiddle Leaf Fig	14”	20”x15”	E
Fiddle Leaf Fig	14"	20" x 15"	E
Chinese Evergreen	13"	20" x 15"	E

Circulation Desk Area

Plant Name	Plant Pot Size (diameter)	Decorative Pot Size, dia. X ht.	Comments
Fiddle Leaf Fig	14"	19" x 16"	G
Wide-leafed Croton	12"	12" x 11"	G, not in a decorative pot
Dracena	10"	24" x 20"	E
Rubber Tree	21”	28” x 23”	E
Ficus Alli	14”	25”x25”	E

Magazine Section

Plant Name	Plant Pot Size (diameter)	Decorative Pot Size, dia. X ht.	Comments
Palm	21"	24" x 20"	E
Marginata	14"	16" x 15"	E

Adult Literacy/Computer Area

Plant Name	Plant Pot Size (diameter)	Decorative Pot Size, dia. X ht.	Comments
Dracena	14"	20" x 15"	E

Gates Computer Lab

Plant Name	Plant Pot Size (diameter)	Decorative Pot Size, dia. X ht.	Comments
Dracena	10"	20" x 15"	E

Genealogy

Plant Name			
Ag. Silver Bay	10"	20”x 15”	E

Mesquite Arts Center, 1527 North Galloway Avenue

Right of Upper Main Doors

Plant Name	Plant Pot Size (diameter)	Decorative Pot Size, dia. X ht.	Comments
Ficus	14"	30" x 23"	E
Seasonal Color	6 at 6"	30" x 11"	E
Ponytail Palm	17"	20" x 17"	E
Ficus	14"	18" x 16"	G, Braided
Seasonal Color	5 at 6"	30" x 11"	E
Seasonal Color	3 at 6"	24" x 14"	E
Snake plant	10"	15" x 14"	E

Bromeliads are changed out 4 times per year, as part of the scope of services, without further cost to the City.

Left of Upper Main Doors

Plant Name	Plant Pot Size (diameter)	Decorative Pot Size, dia. X ht.	Comments
Ficus Tree	14"	18" x 17"	G
Ficus Alli	14"	15" x 14"	E
Ficus Alli	14”	15”x14”	E
Ag. Silver Bay	10”	20”x15”	E
Ponytail Palm	17”	20”x17”	E

Lower Main Doors

Plant Name	Plant Pot Size (diameter)	Decorative Pot Size, dia. X ht.	Comments
Balfour Aralia	14"	19" x 17"	E
Snake Plant	10"	14" x 14"	E
Banana Plant	14"	19" x 17"	E
Marginata	14"	14" x 14"	E

North Branch Library, 2600 Oates Dr.

Entrance/Circulation Desk Area

Plant Name	Plant Pot Size (diameter)	Decorative Pot Size, dia. X ht.	Comments
Dracaena	14”	20”x14”	E
Pothos (x8)	8"	Glazed Pot	P

Back Walls

Plant Name	Plant Pot Size (diameter)	Decorative Pot Size, dia. X ht.	Comments
Dracena	11" x 10"	Plastic Pot	E

Concurrence with plant inventory and condition: _____

Signature of Authorized Representative

SPECIAL CONDITIONS

The undersigned hereby certifies that he understands all the above specifications, has read them carefully and will deliver and furnish all merchandise and services as specified above in this bid.

DELIVERY

The specified delivery date shall be a firm date as specified in the bid.

Contact information for checking status of orders and delivery:

Contact Name: _____ Telephone: _____

Title: _____ Fax: _____

TERMS

Payment terms are NET 30 unless otherwise specified. Prompt payment discounts will be used by the City in determining the lowest responsible bidder.

_____ % discount if paid within _____ calendar days from delivery and acceptance of goods or completion of service.

_____

Firm Name Submitting Bid

_____ _____

Print/Type Name of Authorized Representative *Title of Authorized Representative*

_____ _____

Signature of Authorized Representative *Date*

_____ _____

Address *City, State, Zip*

_____ _____

Telephone Number *Telefax Number*

_____

Email Address

NOTICE

The following blank spaces in the contract are not to be filled in by the Bidder at the time of Bid submission. The contract form is submitted at this time to familiarize the Bidder with the form of contract, which the successful Bidder will be required to execute.

CONTRACT FOR GOODS AND SERVICES

THIS CONTRACT is made and entered into this the _____ day of_____, 2020 by and between the **CITY OF MESQUITE**, a Texas municipal corporation located in Dallas County, Texas, (hereinafter called CITY), acting through its duly authorized City Manager, Cliff Keheley, and _____, a Texas corporation, located at _____, (hereinafter called COMPANY), acting by and through its duly authorized agent.

WITNESSETH: That for and in consideration of the mutual covenants hereinafter set forth, the CITY and COMPANY agree as follows:

I. DESCRIPTION OF GOODS AND/OR SERVICE

The CITY agrees to purchase and the COMPANY agrees to provide all of the goods and/or services as specified in the contract documents, such goods and/or services generally described as follows:

(BID NAME AND CONTRACT NO.)

for the bid sum of _____ **00/100 DOLLARS ($0)** to be paid upon completion of service and/or acceptance of goods, in current funds at the unit or total prices, at COMPANY'S own proper cost and expense, including all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, bonds and other accessories and services necessary to complete delivery of same, in accordance with the contract documents, hereinafter defined, and subject to such additions and deductions as provided therein.

II. CONTRACT DOCUMENTS

The contract documents shall consist of this written agreement and the bid proposal including special and general provisions, advertisement for bid, instruction to bidders, COMPANY's bid, all addenda issued prior to award of contract, all plans, drawings, technical specifications and all other documents identified as pertaining to this Contract all of which are incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the other contract documents. The contract documents constitute the entire agreement between the CITY and COMPANY, and all are as fully a part of the Contract as if attached to and repeated in this agreement. The contract documents may be altered, amended or modified only as provided herein.

III. PURCHASE/WORK ORDER

The goods and/or services to be provided under this Contract shall be commenced by COMPANY upon final execution of this Contract and on a date to be specified in a written "Purchase Order" or "Work Order" (whichever applicable), in accordance with the contract documents. Time is of the essence for this Contract.

IV. MODIFICATION AND ASSIGNMENT

This Contract may not be altered, modified or amended except in writing properly executed by the parties and may not be assigned to a third party.

V. TERM

The term of this Contract commences on _____ 2020 and terminates on _____ 2021 (the "Term"). CITY may, at its sole discretion and subject to the annual appropriation of sufficient funds, renew this Contract for four (4) additional Terms.

VI. TERMINATION

Unless otherwise provided in the contract documents, CITY may terminate this Contract at any time without cause with thirty (30) days written notice. Additionally, CITY shall have the right to cancel this Contract if COMPANY fails to provide the goods and/or services in accordance with the contract documents after giving seven (7) days prior written notice.

Irrespective of which party shall effect termination or the cause therefor, CITY shall within thirty (30) days of termination compensate COMPANY for any delivery of goods and/or services made up to the time of termination. No amount shall be due for lost or anticipated profits.

VII. GOVERNING LAW AND VENUE

The parties agree that the laws of the State of Texas shall apply to and govern this Contract and venue for any legal proceeding shall be in Dallas County, Texas.

VIII. INDEPENDENT CONTRACTOR/INDEMNITY

IT IS AGREED FOR ALL PURPOSES HEREUNDER, THE COMPANY IS AND SHALL BE AN INDEPENDENT CONTRACTOR AND SHALL NOT, WITH RESPECT TO THEIR ACTS OR OMISSIONS, BE DEEMED AN AGENT OR EMPLOYEE OF CITY.

COMPANY AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST LIABILITY FOR ANY CLAIMS, LIENS, SUITS, DEMANDS, AND ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEY'S FEES AND OTHER REASONABLE COSTS AND EXPENSES ARISING OUT OF OR RESULTING FROM COMPANY'S GOODS AND/OR SERVICES PROVIDED IN CONNECTION WITH OR INCIDENTAL TO THIS CONTRACT AND FROM ANY LIABILITY ARISING OUT OF, OR RESULTING FROM, THE INTENTIONAL ACTS OR NEGLIGENCE, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS WHETHER OR NOT ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY THE ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF THE OFFICERS, EMPLOYEES, OR AGENTS OF THE CITY.

COMPANY FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSES, INVITEES AND OTHER PERSONS, AS WELL AS THEIR PROPERTY, WHILE ENGAGED IN THE DELIVERY OF SUCH GOODS AND/OR SERVICES PURSUANT TO THIS CONTRACT OR WHILE ON CITY'S PREMISES WHERE THE SERVICES ARE BEING PROVIDED. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OF COMPANY, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

FURTHER, CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR HARM, INJURY, OR ANY DAMAGING EVENTS WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS, REAL OR ALLEGED, IN THE VICINITY WHERE SUCH GOODS AND/OR SERVICES ARE TO BE DELIVERED BY COMPANY, WHICH MAY NOW EXIST OR WHICH MAY HEREAFTER ARISE UPON THE PREMISES, RESPONSIBILITY FOR ANY AND ALL SUCH DEFECTS BEING EXPRESSLY ASSUMED BY COMPANY. COMPANY UNDERSTANDS AND AGREES THAT THIS INDEMNITY PROVISION SHALL APPLY TO ANY AND ALL CLAIMS, SUITS, DEMANDS, AND ACTIONS BASED UPON OR ARISING FROM ANY SUCH PREMISE DEFECTS OR CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY SUCH CLAIM ASSERTED BY OR ON BEHALF OF COMPANY, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

IT IS FURTHER AGREED WITH RESPECT TO THE ABOVE INDEMNITY, THAT CITY AND COMPANY WILL PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY EVENT COVERED WHICH IN ANY WAY, DIRECTLY OR INDIRECTLY, CONTINGENTLY OR OTHERWISE, AFFECTS OR MIGHT AFFECT THE COMPANY OR CITY, AND CITY SHALL HAVE THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.

IX. INSURANCE

COMPANY shall provide and maintain, for the term hereof, all such insurance as set forth in the contract documents and it is the responsibility of COMPANY to provide CITY with a Certificate of Insurance, evidencing compliance at the time of execution hereof.

X. DISCRIMINATION REGULATIONS

COMPANY, in the execution of this Contract and particularly in the employment practices engaged in, agrees that it will not discriminate on the basis of race, color, religion, national origin, sex, age, handicap, or disability.

XI. NOTIFICATION

All notices and communications required herein shall be personally delivered or mailed to the other party by United States certified mail, return receipt requested. Unless otherwise changed in writing by the respective party, notice intended for COMPANY shall be sent to the COMPANY's address as shown on COMPANY's Proposal; notice intended for CITY shall be sent to CITY at the following address: **CITY OF MESQUITE, C/O PURCHASING MANAGER, 1515 NORTH GALLOWAY AVENUE, MESQUITE, TEXAS 75149**. Mailed notices shall be deemed to have been received three (3) days after mailing.

XII. COMPLIANCE WITH APPLICABLE LAWS

COMPANY shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect COMPANY or the services and/or items to be provided, specifically and not limited to any ethics laws. In particular, COMPANY is put on notice that CITY will require compliance with Chapter 176 of the Texas Local Government Code (hereinafter referred to as "Chapter 176") requiring any person who contracts or seeks to contract with CITY to disclose potential conflicts of interest as defined in Chapter 176 by completing the attached Conflict of Interest Questionnaire and returning same to CITY in accordance with Chapter 176. Additionally, Section 2252.908 of the Texas Government Code was enacted in 2015, by the Texas Legislature pursuant to HB 1295, which provides that a governmental entity may not enter into certain contracts with a business entity on or after January 1, 2016, unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity at the time the business entity submits the signed contract to the governmental entity. Further information regarding the disclosure of interested parties law and instructions on filing Form 1295 can be found at the Texas Ethics Commission web site at the following web address:

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

Failure to comply with any applicable laws, including Chapter 176, may result in: (i) the forfeiture by COMPANY of all benefits of this Contract; (ii) the retainage by CITY of all services performed by COMPANY; and (iii) the recovery by CITY of all consideration, or the value of all consideration, paid to COMPANY pursuant to this Contract.

XIII. MISCELLANEOUS

Pursuant to Section 2270.002, Texas Government Code, if the COMPANY employs 10 or more full-time employees and the Contract has a value of $100,000 or more, the COMPANY hereby (i) represents that it does not boycott Israel, and (ii) subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of the Agreement. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2270.001, Texas Government Code.

COMPANY further represents that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

XIV. SEVERABILITY

If any part of this Contract shall be stricken for any reason whatsoever or found to be invalid or unenforceable, that part will be severed and the remainder of this CONTRACT will continue in full force and effect.

XV. SURVIVAL

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Contract, and any other provisions of this Contract which, by their terms, are contemplated to survive (or to be performed after) termination of this Contract, shall survive cancellation or termination thereof.

XVI. AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this contract on behalf of the parties hereto.

IN WITNESS WHEREOF, CITY and COMPANY have executed this Contract in three (3) counterparts, each of which shall be deemed an original, the day and year first written above.

CITY OF MESQUITE

(CITY)

By: _____
Cliff Keheley, City Manager

ATTEST:

By: _____
Sonja Land, City Secretary

(COMPANY)

By: _____

Printed Name: _____

Printed Title: _____

Acknowledgment

State of Texas, County of _____: Before me the undersigned authority on this day personally appeared _____, known to be the person whose name is subscribed to the foregoing document and known to me to be the _____ (title) of _____. and acknowledged to me that (s) he executed said document with full authority to do so and for the purposes and consideration expressed therein. Given under my hand and seal of office the ___ day of _____, 20___.

APPROVED AS TO FORM:

By: _____
City Attorney or designee

_____
Notary Public in and for the State of Texas

TO THE VENDOR

DID YOU REMEMBER TO:

- *Abide by the General and Special Conditions*
- *Make note of the opening date and time. All bids must be submitted by 2:00 p.m.*
  Bids received after 2:00 p.m. will not be accepted.
- *Fill in the **unit** and **extended price** on your bid proposal.*
- *Fill in the **total amount**.*
- *Fill in the terms, if requested.*
- *Acknowledge receipt of all addendums.*
- *Fill in the **delivery time** or the **calendar days** (if applicable).*
- *Fill in the **company name, address and phone number**.*
- ***Sign bid proposal**.*
- *Include on the front of your sealed envelope the following information: **Company name, address, bid number, opening date and time**.*

Mailing Address:

City of Mesquite
P.O. Box 850137
Mesquite, TX 75185-0137

Physical Address:

City of Mesquite
1515 N. Galloway
Mesquite, TX 75149

Purchasing Office
972-216-6201
972-216-6397 Fax

If the procedures are not followed, your bid could be disqualified.

Thank you

Ryan Williams
Manager of Purchasing