



REQUEST FOR PROPOSALS RFP NO. 2023-048

CLOSING DATE AND TIME: FEBRUARY 7, 2023 - 2:00 P.M.

ANNUAL VENDING SERVICES FOR VARIOUS CITY FACILITIES

PROPOSALS SHALL BE SUBMITTED ON THIS FORM

The City of Mesquite, Texas, invites sealed proposals from all qualified vendors desiring to propose on the Annual Vending Services for Various City Facilities, complying with the following specifications as listed herein.

A pre-proposal conference will be held on **Tuesday, January 24, 2023, at 2:00 p.m.** at **Council Conference Room** located at **757 N. Galloway Avenue, Mesquite TX 75149**. Although it is not required, prospective proposers are encouraged to attend this conference.

A sealed copy of the bid proposal may be submitted by courier or hand delivered **in a sealed envelope or box** to Ryan Williams, Manager of Purchasing, ****City of Mesquite, 757 N. Galloway, Mesquite, Texas 75149**. Proposals 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 "RFP No. 2023-048; Annual Vending Services for Various City Facilities," so that the proposals will not be opened until the appointed hour. Proposals submitted must be received before proposal closing on Thursday, February 7, 2023, at 2:00 p.m. Faxed bid proposals will not be accepted.

****Please note the City of Mesquite Purchasing Office has moved to 757 N. Galloway Avenue, Mesquite, Texas 75149.**

GENERAL CLAUSES AND CONDITIONS

1. If you have questions regarding the preparation of your proposal, you may contact: purchasing@cityofmesquite.com.
2. Vendors who do not respond to this 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.
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. Proposals must be received in duplicate, on this form, 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 RFP. 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.
6. 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.
7. 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.
8. A completed W-9 form will be required and submitted with proposal.
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 proposal.
11. 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.
12. 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.
13. The City of Mesquite reserves the right to reject any and all proposals, waive formalities and to make award of bid proposal as may be deemed to the best advantage of the City. No proposal may be withdrawn within forty-five (45) days after date of opening.
14. This Contract may be terminated at any time with thirty (30) days written notice by either the City of Mesquite or successful proposer.
15. The City is not liable for any cost incurred by Proposers in replying to this RFP. 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 RFP.
16. 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.
17. The City is exempt from all sales and excise taxes.
18. 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.

19. It shall be understood all proposals, responses, inquiries or correspondence relating to or in reference to this RFP, and all reports, charges and proposal or referencing information submitted in response to this RFP 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 RFP. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the Texas Open Records Law and other applicable state statutes.
20. It is the vendor's responsibility to check for any addendums that might have been issued before the proposal closing date and time.
21. Cooperative Purchasing: As permitted under the Texas Local Government Code, Chapter 791.025, 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 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.

22. Price quoted shall prevail for the entire term of the contract; one (1) year starting after proposal is awarded to the successful proposer. A renewal option is included as a part of this proposal for an additional four (4) one-year periods, renewable on anniversary of the original date, provided proposer can maintain proposal prices and both parties are in mutual agreement. The City of Mesquite will not allow any changes to the rate of commission. The rate of commission will remain firm throughout the contract period.
23. 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.
24. The Contract form is included for proposers' 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.**
25. This project is being evaluated utilizing a "**Best Value**" method. Proposal will be awarded using the Selection Criteria detailed in the request for proposal documents.

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 proposer 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. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. All questions must be submitted via email by **12:00 p.m. on Thursday, January 26, 2023**, to Ryan Williams, Manager of Purchasing, at purchasing@cityofmesquite.com prior to proposal closing date.
8. Proposers shall submit a total of three (3) references.
9. 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:

- Proposal Sheet
- Conflict of Interest Questionnaire
- References
- Non-Exclusion Affidavit for General Contractors
- Prohibition On Contracts With Companies Boycotting Israel
- IRS W-9
- Special Conditions, Terms, Delivery and Signature Page (**must be filled out completely**)
- Texas Secretary of State Filing Certificate/Partnership Agreement

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

FORM CIQ

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

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 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



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.

| <u>Type</u> | <u>Amount</u> |
|---|--|
| 1. <u>Worker's Compensation</u> and <u>Employer's Liability</u> | <u>Statutory Limits</u> \$100,000 per occurrence |
| 2. <u>Commercial (Public Liability)</u> <u>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)</u> <u>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.

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.
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, or Designee, 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 Contractor 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

Using the format outlined below, please provide three (3) client references (current or former) for which you provided the same services. References should be based on the office that shall be providing services to the CITY.

Reference 1

| | |
|-----------------------------------|-------------------------------|
| Organization name: | Contact and title: |
| Address: | Phone number: |
| Effective date of contract: | Number of enrolled employees: |
| Description of services provided: | Email Address: |

Reference 2

| | |
|-----------------------------------|-------------------------------|
| Organization name: | Contact and title: |
| Address: | Phone number: |
| Effective date of contract: | Number of enrolled employees: |
| Description of services provided: | Email Address: |

Reference 3

| | |
|-----------------------------------|-------------------------------|
| Organization name: | Contact and title: |
| Address: | Phone number: |
| Effective date of contract: | Number of enrolled employees: |
| Description of services provided: | Email Address: |

EVALUATION CRITERIA AND FACTORS

Award: The City of Mesquite shall award the proposal to the lowest responsible proposer or to the proposer who provides goods or services at the best value for the City. In determining the “**best value**,” the following criteria can be considered as amended in Section 252.043 of the Texas Local Government Code:

PROPOSAL AWARD CRITERIA:

- 1.) the purchase price compared to ounce size of product;
- 2.) the reputation of the proposer and of the proposer’s goods or services;
- 3.) the quality of the proposer’s goods or services;
- 4.) the extent to which the goods or services meet the municipality’s needs;
- 5.) the proposer’s past relationship with the municipality;
- 6.) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and on-profit organizations employing persons with disabilities;
- 7.) the long-term cost to the municipality to acquire the proposer’s goods or services and;
- 8.) any relevant criteria specifically listed in the request for proposals.

The following criteria shall be used to evaluate the proposals.

Price – 30 points (percent);

Responsiveness to Requirements – 30 points (percent);

Commission on Gross Sales – 20 points (percent);

Experience and Reliability of Vendor Including Relationship with Other Municipalities – 20 points (percent).

Each vendor is responsible for submitting all relevant, factual and correct information with his or her proposal. The evaluation committee will assign a ranking score to each vendor based on the available data. If additional sheets are attached to the proposal specification package, the proposer shall clearly cross reference the appropriate location in the solicitation (i.e. page number, paragraph, subject, etc.)

Price – 30 points – The proposer with the lowest price in relation to ounce size offered receives the maximum score. The proposer with the next lowest price receives points based on dividing its price into the next lowest price and multiplying that percentage by the available points. For example, assume \$40,000 is the low offer, then the proposer would receive 30 points ($\$40,000/\$40,000 = 1.00 \times 30 = 30$). Assume \$45,000 is the next low offer, then that proposer would receive 26.6 points ($40,000 \div \$45,000 = .89 \times 30 = 26.6$)

Responsiveness – 30 points – 30 points will be the maximum point value given to the proposer. The proposers’ value will be based upon their measured score. The proposers will be evaluated on their responsiveness to all sections of the proposal and shall provide procedures and documentation.

Percentage of Sale Gross Receipts – 20 points – The proposer with the highest offer of percentage of sale gross receipts, in relation to ounce size offered, receives the maximum score. The proposer with the next highest percentage receives points based on dividing its percentage into the highest percentage response and multiplying that percentage by the available points. For example, assume 2 percent (%) is the highest offer, then the proposer would receive 20 points ($2/2 = 1.00 \times 20 = 20$). Assume 1.5 percent (%) is the next high offer, then that proposer would receive 15 points ($1.5 \div 2 = .75 \times 20 = 15$)

Experience – 20 points – The proposers’ value will be based upon their measured score. The character, integrity, reputation, judgment, experience and efficiency of the vendor including, but not limited to past performance record, default under previous contracts, whether or not such contracts were with the city, competency and failure to pay or satisfactorily settle all issues with their awarded entity will be taken into consideration. Twenty (20) points will be the maximum point value given to the proposer.

SPECIFICATIONS

It is the intent of the City of Mesquite to enter into an annual contract for the installation, maintenance and stocking of drink, snack and refrigerated food vending machines consisting of assorted drinks, candy, chips, cookies, crackers, nuts, granola bars, pastries and specialty food items, for various city facilities. **The unit prices shall be placed on the proposal sheets along with the ounce size being proposed and commission on gross sales.**

- Ounce Size of Product, Vending prices and Commission on Gross Sales shall be filled in on the proposal sheets.
- *Machine requirements:* Machines are to be energy efficient and no older than five (5) years and a signed statement will be required to verify the age of each machine. The signed statements will be required at the start of the contract and each contract renewal. All machines must be equipped with dollar bill/dollar coin acceptors. All machines must make change and maintain adequate escrow. All machines must have the ability to accept debit/credit cards and mobile payments. All machines must be equipped with internal counters to validate unit sales. All machines must meet or exceed ALL safety requirements for federal, state and local government. Proposer's proposal will provide a detailed description and specifications of the vending equipment offered in response to the requirements of this RFP to include the types of machines to be located at each facility.
- Proposer shall submit brochures of the proposed machine(s) with their proposal. All machines shall be of the proper and appropriate type for the kinds of foods being distributed, i.e. refrigerated/non-refrigerated, etc., where applicable.
- *Installation of machines:* The awarded vendor will be required to furnish, install and maintain all necessary equipment at the designated City facilities and swimming pool locations at no expense to the City of Mesquite. The City of Mesquite will provide electricity for the vending machines. The awarded vendor will be responsible for all damages to City property caused by the equipment or vending personnel. The awarded vendor will be responsible for placing and removal costs. The awarded vendor will also provide a proposed installation schedule per location. The goal is to have little or no interruption of vending services.
- *Addition of machines:* The awarded vendor must agree to add additional vending machines of any type listed and/or types not listed should the City deem it necessary or desirable during the life of the proposed agreement. The same percentage of commission will be paid as agreed in the proposed agreement on the same type machines, and the percentage of commission on other types of vending machines will be mutually agreed upon at the time such other machines are requested by the City. The City will give the awarded vendor adequate notice of such new locations or other type machines in order that additional machines might be secured. The City makes no warranty regarding the number of additional locations, which may be authorized under the proposed agreement.
- *Change of Machine Location:* The awarded vendor agrees to change machine locations upon consultation with the Manager of Purchasing (Manager) and agreement between the vendor and Manager as to the advisability of such changes.
- *Elimination of Machine Locations:* The City reserves the right to discontinue locations in the best interest of the City and the vending machine operator. The City will be the sole judge in such cases.
- *Security of Vending Machines:* The awarded vendor will be responsible for the security of the machines. No keys will be kept at City facilities. Vending machines will be placed in the designated locations at the sole risk of the vendor and the City will in no way be liable of destruction or theft of the property of the vendor through vandalism or any other cause.
- *Servicing of Machines:* The awarded vendor shall purchase all the merchandise to be vended and furnish his own storage facilities. Vendor shall be responsible for the payment of all his bills for vending merchandise, services and employees without implicating the City in any manner, either directly or by inference.

The awarded vendor will provide all services for the machines including, but not limited to, filling, repairing, cleaning, removal of money, counting of money and returning the commission check to the City of Mesquite Accounting Division. Cleaning of the machines includes internal and external surfaces, including the top of the machines and under the machines. This may require occasional moving of machines and cleaning of accumulated dust, wax, grease and food or drink products. City staff will not be responsible for moving the machines.

The awarded vendor shall service each machine on a twice per week basis, at a minimum, to keep the vending machines properly supplied and in good working order to each of the designated locations stated below, including the removal of empty boxes and cartons during stocking and inspection visits. The awarded vendor shall make every effort to recycle the packaging materials in which products placed in vending machines are brought to the City. The awarded vendor shall keep machines stocked so as to provide a sufficient amount of products of good quality, dispensed in conformity with all applicable federal, state and local laws. Product outages exceeding 20 percent of selections for any machine are not acceptable. The awarded vendor will immediately increase service frequency to a given location if unacceptable product outages occur more than once in any one-month period.

All vending machines will be kept free of all bugs, insects and contaminants by the awarded vendor. The awarded vendor will fully reimburse all locations for any items found to be contaminated in any way.

The awarded vendor shall protect City property during the servicing of machines. The awarded vendor shall have the right to enter upon City property at all reasonable times when City facilities are normally open, for the purpose of servicing and inspecting said machines and for removal of such machines upon the termination of the agreement.

Proof of delivery services shall be a delivery confirmation sheet that will get initialed upon each delivery. This delivery confirmation sheet will be placed on each machine that will service the City of Mesquite locations. This sheet will be placed in an open area on the machine for audit purposes. The City reserves the right to require an inventory of merchandise upon the vendor entering and leaving City property or at any time the City feels the need for such an inventory.

- *Product Availability:* Each proposer shall furnish, with his proposal, a list of all the products being offered.
- *Product Quality:* All items stocked in the vending machines must be fresh items. No “out of date” items or items that will expire prior to the next scheduled service will be accepted. The awarded vendor will fully reimburse the City for all items found to be out of date or of unsatisfactory quality. Perishable foods must be maintained at 40 degrees Fahrenheit or below and delivered in climate-controlled delivery vehicles.
- *Service Required:* The locations of vending machines at each location will be as specified by the City of Mesquite. Decals approved in advance by the Manager of Purchasing shall be affixed to all machines, providing how to operate the machine, comment on product quality, refund requests and service complaint information. The awarded vendor shall keep decals neat, clean and legible.
- *Meter Reading/Reporting:* All vending machines must have a meter. Monthly meter readings must be sent to the City of Mesquite Accounting Division with each individual Building and Location listed, reflecting each machine’s ID #, starting and ending meter readings on each machine and the date(s) the meters were read.

Monthly Statements are due within 30 days of close of each accounting period, which is determined at contract execution. Statements must have Machine and product specific information as well as, grouped by Facility or Building as needed by the City. The statement must specify total sales, and each location’s percent of commission for each machine.

Submit a copy of beginning Meter Report to the designated City official(s) upon contract execution.

For the purpose of reporting, "Building" or "Facility" is defined as the City facility in which the machine is situated; "Location" is defined as the area within the building, and "Machine" is defined as drink, snack or food machine with a unique serial number (and, optionally, a control number.)

- *Commissions:* Commissions must be paid to the City of Mesquite by the 10th of the month following meter readings. Commission checks are to be sent to the City of Mesquite Accounting Division, P.O. Box 850137, Mesquite, TX 75185 with a copy of the monthly statement.
- *Repair of Machines:* The awarded vendor will be required to furnish all labor, machines, parts, etc., to maintain his vending machines in first-class operating condition at his expense. The awarded vendor will maintain a program of regular preventative maintenance and replacement of worn, damage, or malfunctioning machines. Should a problem occur, the awarded vendor will make a reasonable attempt to fix the machine within one working day of notification of problem; the City of Mesquite may require the vendor to replace machines that cannot be returned to service within five working days of the service call. The replacement machines will be the same year, type and model or better than the machines replaced. Working hours are generally from 8:00 a.m. until 5:00 p.m., with some exceptions.
- *Removal of Machines:* Should the contract be terminated, the awarded vendor shall have the right to peaceably remove all vending machines from City premises during normal business hours. However, the awarded vendor shall continue services under the current existing terms until a new contract can be awarded.
- *Refunds:* Refunds are to be the **responsibility** of the awarded vendor, and a uniform system of refunding money, acceptable to the City of Mesquite, will be in operation at all times. The City of Mesquite will **not** be responsible for issuing refunds to end users. Each machine must be tagged, advising of this service. Refunds may not be deducted from the monthly commission check. The vendor will reimburse claims for refunds because of non-receipt of merchandise or spoilage without question. Delivery person will routinely check with a designated City staff member at each location to address problems, concerns, etc.
- *Subcontracting:* The awarded vendor will be prime contractor for all services. There shall be no subcontracting of any portion of the contracted services.
- At the end of each swimming pool season (Memorial Day – Labor Day), awarded vendor shall work with recreation staff to remove all snacks from the vending machines at each swimming pool. Awarded vendor may choose to work with Recreation staff to remove machines from swimming pools during non-operational months (Labor Day – Memorial Day).
- The awarded vendor will require all employees doing business on City property to have their employees display a company logo by wearing a shirt, ball cap and/or ID badge and vehicles, identified with company logos.
- The awarded vendor is responsible for the behavior of its representatives on City property. Professional, courteous behavior is required. Behavior including, but not limited to, obscene language or gestures, racist or sexist remarks, fighting, rude or excessive noises, and or physical contact with City staff while on duty is unacceptable.
- Upon termination of the agreement, the awarded vendor will peaceably remove their equipment from City property with no damage to City property. All monies due the City must be paid in full before any equipment is removed from City premises.

GROUP A: VARIOUS CITY FACILITIES

1. City Hall – 757 North Galloway Avenue, Mesquite, Texas 75149

There is currently one snack machine and one drink machine on the third floor. This is a secure facility and arrangements will be made with the awarded vendor to have access to this building. **Requesting one (1) drink machine to include sodas, water, tea, juice and sports drinks, one (1) snack machine with assorted snack items and one (1) refrigerated food machine with various refrigerated food items (see Group List A below).**

2. Mesquite Police Department (MPD) – 777 North Galloway Avenue, Mesquite, Texas 75149

This is a secure facility, and the awarded vendor will be required to coordinate the delivery of snack and drink items with a designated MPD staff member. There is currently one drink machine and one snack machine on the third floor. **Requesting one (1) drink machine to include sodas, water and energy drinks and one (1) snack machine with assorted snack items (see Group List A below).**

3. Main Library – 300 West Grubb Drive, Mesquite, Texas 75149

Currently one snack machine. **Requesting one (1) drink/snack combination machine to include sodas, water and sports drinks as well as assorted snack items (see Group List A below).**

4. North Branch Library – 2600 Oates Drive, Mesquite, Texas 75150

Currently no machine. **Requesting one (1) drink/snack combination machine to include sodas, water and energy drinks as well as assorted snack items (see Group List A below).**

5. George A. Venner, Sr., Municipal Center – 1515 North Galloway Avenue, Mesquite, Texas 75149

Currently one snack machine and one drink machine. **Requesting one (1) drink machine to include sodas, water, tea, sports drinks and energy drinks and one (1) snack/refrigerated food machine with assorted snack items and refrigerated food items (see Group List A below).**

6. Animal Services – 1650 Gross Road, Mesquite, Texas 75149

Currently one snack machine and one drink machine. **Requesting one (1) drink machine to include sodas, water and sports drinks and one (1) snack machine with assorted snack items (see Group List A below).**

7. Community Services – 1616 North Galloway, Mesquite, Texas 75149

Currently one drink machine. **Requesting one (1) drink/snack/refrigerated food combination machine to include sodas, tea, water, snacks and refrigerated food items (see Group List A below).**

8. Municipal Composting & Citizens Convenience Recycling Center – 3550 Lawson Road, Mesquite, Texas 75181

Currently no machine. **Requesting one (1) drink machine to include sodas, water and energy drinks and one (1) snack machine with assorted snack items (see Group List A below).**

9. Mesquite Metro Airport – 1340 Airport Boulevard, Mesquite, Texas 75181

Currently one drink machine. **Requesting one (1) drink machine to include sodas, tea, juice, sports drinks and energy drinks (no water).**

At each of the nine (9) locations, awarded vendor shall provide the requested vending machine(s) that shall hold at least 32 to 45 different products for **snack machines** as designated below. It is requested that **70 percent of the snacks be healthy options.**

Group A List:

| | | | |
|--------------------|------------------------------|-------------------|--------------------|
| Fresh Salads | Fresh Sandwiches/Wraps | Fruit Cups | Yogurt |
| Meat/Cheese Sticks | Cheese/Nut/Dried Fruit Combo | Breakfast Items | Gum/Sugar-Free Gum |
| Energy Bars | Granola Bars | 100-calorie packs | Popcorn |
| Trail Mix/Nuts | Crackers | Beef Jerky | Chips/Pretzels |
| Candy/Candy Bars | Pastries/Snack Cakes | Cookies | |

Proposers shall state the ounce sizes of the brands or **approved** equivalent brands that are designated below, as part of Group A List:

- **Fresh Salads:** Caesar, Turkey, Ham, Grilled Chicken
- **Fresh Sandwiches/Wraps:** Turkey, Ham, Egg Salad
- **Fruit Cups:** Dole, Del Monte, Jell-O, yogurt, or approved equivalent brands.
- **Breakfast Items:** Muffins (blueberry, banana nut), Donuts, Little Debbie Honeybuns, Oatmeal, Belvita, Breakfast burrito, Breakfast sandwich, or approved equivalent brands/items.
- **Energy Bars:** CLIF Bars, PowerBars, KIND Bars, Luna Bars, Nature's Bakery, or approved equivalent brands.
- **Granola Bars:** Nature Valley, Quaker, or approved equivalent brands.
- **Popcorn (already popped):** Skinny Pop, Smartfood, or approved equivalent brands.
- **Trail Mix/Nuts:** Almonds, Cashews, various Trail Mixes, or approved equivalent brands.
- **Crackers:** Peanut Butter, Cheez-Its, Wheat Thins, Hummus & Crackers, whole-grain, or approved equivalent brands.
- **Chips:** Lays Baked Potato Chips, Sun Chips, Pretzels, Lays Ruffles, Fritos Corn Chips – regular & various flavors, Doritos – various flavors, Lays Potato Chips – regular & various flavors, Cheetos, Hot Cheetos, Veggie or Apple Straws or approved equivalent brands.
- **Candy/Candy Bars:** Snickers, M&M's Plain, M&M's Peanut, Milky Way, Baby Ruth, Kit Kat, Reese's Peanut Butter Cups, Reese's Pieces, Twix, Payday, Skittles "original", Starbursts, Sweet Tarts, or approved equivalent brands.
- **Pastries/Snack Cakes:** Zinger cupcakes, Hostess cupcakes, Hostess pastries, and Little Debbie snack cakes, or approved equivalent brands.
- **Cookies:** Chocolate Chip, Oreos, Animal Crackers, Shortbread, Fiber One cookies or approved equivalent brands.

At each of the nine (9) locations, awarded vendor shall provide the requested vending machine(s) that shall hold a minimum of 9 to 15 different products for **drink machines** as designated below.

- **Drinks:** Variety of sodas (Coke, Pepsi, Dr Pepper, Zero Sugar/Diet options), Red Bull, Bang, Monster, sports drinks (Gatorade, G2, Gatorade Zero, Powerade) Minute Maid/Welch's Juice, Tea (sweet/unsweet/flavored), Iced Coffee, Water (Ozarka, Aquafina, Dasani, Nestle), Vitamin Water, Protein Shakes, or approved equivalent brands.

"Healthy options" are to include salads, sandwiches/wraps and a combination of high-protein, high-energy, high fiber, low-fat, low-carb, low-calorie snacks. For example, meat sticks, cheese sticks, nuts, protein bars, granola bars, 100-calorie snack packs, baked chips, pita chips, hummus and crackers, fruit cups, yogurt, Fiber One cookies, etc.

"Approved equivalent brands" must be submitted in writing to the Manager of Purchasing and approved **prior** to placement in each vending machine.

GROUP B: CITY SERVICE CENTER (Multiple Buildings)

1. Field Services Office (Break Room) – 1101 East Main Street, Mesquite, Texas 75149

There are currently four (4) machines – combination snack machine, coffee/hot chocolate machine, bottled drink machine and canned drink machine. **Requesting a total of six (6) machines – two (2) cold drink machines to include sodas, water, flavored water, juice and sports drinks; one (1) hot beverage drink machine to include beverages such as coffee/hot chocolate/espresso; one (1) refrigerated food machine to include refrigerated and frozen foods, one (1) ice cream machine and one (1) snack machine with assorted snack items (see Group List B below).**

The machines at this location services approximately 210 employees who work varying shifts 24 hours a day, 7 days a week, 365 days a year, in all-weather elements. The awarded vendor shall **monitor** and **service** the machines that will **adequately** house the required food and drink items according to the specifications.

2. Parks Services (Parks Barn) – 1101 East Main Street, Mesquite, Texas 75149

Currently one snack machine and one drink machine. **Requesting one (1) drink machine to include sodas, water, sports drinks and energy drinks and one (1) snack machine with assorted snack items. Staff requests mostly protein-based items in this machine such as beef jerky, meat/cheese sticks, nuts, trail mixes, energy bars, granola bars with minimal chips, crackers and pretzels (see Group List B below).**

3. Equipment Services (Auto Shop) – 1101 East Main Street, Mesquite, Texas 75149

Currently one snack machine and one drink machine. **Requesting a total of three (3) machines – one (1) drink machine to include sodas, water, juice, sports drinks and energy drinks; one (1) hot beverage drink machine to include coffee and hot chocolate; and one (1) snack machine with assorted snack items (see Group List B below).**

At each of the three (3) locations, awarded vendor shall provide the requested vending machine(s) that shall hold at least 32 to 45 different products for **snack machines** as designated below. It is requested that **60 percent of the snacks be healthy options.**

Group B List:

| | | | |
|------------------|---------------------------|--------------|-----------------|
| Fresh Salads | Refrigerated/Frozen Items | Sandwiches | Breakfast Items |
| Ice Cream | Energy Bars | Granola Bars | Popcorn |
| Trail Mix/Nuts | Crackers | Beef Jerky | Chips/Pretzels |
| Candy/Candy Bars | Pastries/Snack Cakes | Cookies | Gum |

Proposers shall state the ounce sizes of the brands or **approved** equivalent brands that are designated below, as part of Group B List:

- **Fresh Salads:** Turkey, Ham, Grilled Chicken
- **Refrigerated/Frozen Items:** Burritos, Chimichangas, Bacon/Sausage Egg & Cheese Biscuits/Croissants/Burritos, Lunchables
- **Sandwiches:** Club, Egg Salad, Turkey, Ham, Hamburgers, Chicken Sandwiches
- **Breakfast Items:** Muffins, Donuts, Little Debbie Honeybuns, or approved equivalent brands/items.
- **Ice Cream:** Ice Cream Sandwiches, Cones, Cookies, Bars, or approved equivalent brands/items.
- **Energy Bars:** CLIF Bars, PowerBars, KIND Bars, or approved equivalent brands.
- **Granola Bars:** Nature Valley, Quaker, Nutri Grain bars, or approved equivalent brands.
- **Popcorn (already popped):** SkinnyPop, Smartfood, or approved equivalent brands.
- **Trail Mix/Nuts:** Peanuts, Almonds, Cashews, Pistachios, various Trail Mixes, or approved equivalent brands.
- **Crackers:** Peanut Butter, Cheddar Cheese, Cream Cheese & Chives, Cheez-Its, or approved equivalent brands.

- **Chips:** Lays Baked Potato Chips, Sun Chips, Pretzels, Lays Ruffles, Fritos Corn Chips – regular & various flavors, Doritos – various flavors, Lays Potato Chips – regular & various flavors, Cheetos, Hot Cheetos, or approved equivalent brands.
- **Candy/Candy Bars:** Snickers, M&M’s Plain, M&M’s Peanut, Mr. Goodbar, Baby Ruth, Kit Kat, Hershey’s, Hershey’s with Almonds, Twix, Nestle Crunch, Skittles, Starbursts, Sweet Tarts, or approved equivalent brands.
- **Pastries/Snack Cakes:** Zinger cupcakes, Hostess apple pies, Hostess pastries, and Little Debbie snack cakes, or approved equivalent brands.
- **Cookies:** Chocolate Chip, Oreos, Animal Crackers, Shortbread type cookies, or approved equivalent brands.

At each of the three (3) locations, awarded vendor shall provide the requested vending machine(s) that shall hold a minimum of 9 to 15 different products for **drink machines** as designated below.

- **Drinks:** Variety of sodas (Coke, Pepsi, Dr Pepper, Zero Sugar/Diet options), Red Bull, Bang, Monster, sports drinks (Gatorade, G2, Gatorade Zero, Powerade) Minute Maid/Welch’s Juice, Tea (sweet/unsweet/flavored), Iced Coffee, Water (Ozarka, Aquafina, Dasani, Nestle), Vitamin Water, Protein Shakes, or approved equivalent brands.

“Healthy options” are to include salads, sandwiches/wraps and a combination of high-protein, high-energy, high fiber, low-fat, low-carb, low-calorie snacks. For example, meat sticks, cheese sticks, nuts, protein bars, granola bars, 100-calorie snack packs, baked chips, pita chips, hummus and crackers, fruit cups, yogurt, Fiber One cookies, etc.

“Approved equivalent brands” must be submitted in writing to the Manager of Purchasing and approved **prior** to placement in each vending machine.

GROUP C: RECREATION CENTERS

1. Dunford Recreation Center – 1015 Green Canyon, Mesquite, Texas 75150

Currently one snack machine. *Requesting one (1) drink machine to include sodas, tea, juice, sports drinks* and water and one (1) snack machine with assorted snack items (see Group List C below).*

2. Evans Recreation Center – 1116 Hillcrest Street, Mesquite, Texas 75149

Currently one snack machine and one drink machine. *Requesting one (1) drink machine to include sodas, tea, juice, sports drinks* and water and one (1) snack machine with assorted snack items (see Group List C below).*

3. Florence Recreation Center – 2501 Whitson Way, Mesquite, Texas 75150

Currently one snack machine and one drink machine. *Requesting one (1) drink machine to include sodas, tea, juice, sports drinks* and water and one (1) snack machine with assorted snack items (see Group List C below).*

4. Goodbar Recreation Center – 3000 Concord Drive, Mesquite, Texas 75150

Currently one snack machine and one drink machine. *Requesting one (1) drink/snack combination machine to include sodas, tea, juice, sports drinks* and water as well as assorted snack items (see Group List C below).*

5. Rutherford Recreation Center – 900 Rutherford Drive, Mesquite, Texas 75149

Currently one snack machine and two drink machines. *Requesting two (2) drink machines to include sodas, tea, juice, sports drinks* and water and one (1) snack machine with assorted snack items (see Group List C below).*

At each of the five (5) locations, awarded vendor shall provide the requested vending machine(s) that shall hold at least 32 to 45 different products for **snack machines** as designated below. It is requested that **60 percent of the snacks be healthy options.**

Group C List:

| | | | |
|-------------|----------------|------------------|----------------------|
| Energy Bars | Fruit Snacks | Trail Mix/Nuts | Crackers |
| Popcorn | Chips/Pretzels | Candy/Candy Bars | Pastries/Snack Cakes |
| Cookies | | | |

Proposers shall state the ounce sizes of the brands or **approved** equivalent brands that are designated below, as part of Group C List:

- **Energy Bars:** CLIF Bars, PowerBars, KIND Bars, or approved equivalent brands.
- **Fruit Snacks:** Welch's, Mott's, Annie's, or approved equivalent brands.
- **Trail Mix/Nuts:** Peanuts, Almonds, Cashews, various Trail Mixes, or approved equivalent brands.
- **Crackers:** Peanut Butter, Cheddar Cheese, Cheez-Its, Chex Mix, or approved equivalent brands.
- **Popcorn (already popped):** Skinny Pop, Smartfood, or approved equivalent brands.
- **Chips/Pretzels:** Lays Baked Potato Chips, Sun Chips, Pretzels, Lays Ruffles, Fritos Corn Chips – regular & various flavors, Doritos – various flavors, Lays Potato Chips – regular & various flavors, Cheetos, Hot Cheetos, or approved equivalent brands.
- **Candy/Candy Bars:** Snickers, M&M's Plain, M&M's Peanut, Mr. Goodbar, Baby Ruth, Kit Kat, Hershey's, Hershey's with Almonds, Milky Way, Reese's Peanut Butter Cups, Reese's Pieces, Twix, Nestle Crunch, Skittles, Starbursts, Sweet Tarts, or approved equivalent brands.
- **Pastries/Snack Cakes:** Zinger cupcakes, Hostess pastries, Little Debbie snack cakes, Muffins, Honeybuns or approved equivalent brands.
- **Cookies:** Chocolate Chip, Oreos, Animal Crackers, Shortbread type cookies, or approved equivalent brands.

At each of the five (5) locations, awarded vendor shall provide the requested vending machine(s) that shall hold a minimum of 9 to 15 different products for **drink machines** as designated below.

- **Drinks:** Variety of sodas (Coke, Pepsi, Dr Pepper, Root Beer, Zero Sugar/Diet options), Red Bull, Bang, Monster, sports drinks* (Gatorade, G2, Gatorade Zero, Powerade) Minute Maid/Welch's Juice, Tea (sweet/unsweet/flavored), Iced Coffee, Water (Ozarka, Aquafina, Dasani, Nestle), Vitamin Water, Protein Shakes, or approved equivalent brands.

***Please note: ONLY clear flavors of sports drinks (i.e., Gatorade Ice Punch, Frost Glacier Cherry, Powerade White Cherry, etc.) will be permitted to be installed in the drink machines at Group C Facilities (Recreation Centers).**

"Healthy options" are to include a combination of high-protein, high-energy, high fiber, low-fat, low-carb, low-calorie snacks. For example, meat sticks, cheese sticks, nuts, protein bars, granola bars, 100-calorie snack packs, baked chips, pita chips, hummus and crackers, fruit cups, yogurt, Fiber One cookies, etc.

"Approved equivalent brands" must be submitted in writing to the Manager of Purchasing and approved **prior** to placement in each vending machine.

GROUP D: CITY SWIMMING POOLS (optional, to be added at a later time, if necessary)

1. **Brunhilde Nystrom City Lake Aquatic Center** – 200 Parkview Street, Mesquite, Texas 75149
2. **Town East Pool** – 2525 John Glenn Parkway, Mesquite, Texas 75150
3. **Vanston Pool** – 2913 Oates Drive, Mesquite, Texas 75150

The swimming pool locations are optional at this time and may be added later.

Vendor will be responsible for removing/emptying vending machines at the end of the pool season. City staff will unlock facility for entrance in the pool areas. The machines at the City swimming pools will need to have snacks delivered beginning Memorial Day through Labor Day each swimming season. The dates of the corresponding holiday snack delivery will be communicated at renewal.

At each of the three (3) pool locations, awarded vendor shall provide one (1) assorted snack vending machine that shall hold a minimum of thirty (30) different products, containing the brands or approved equivalent brands that are designated below. It is requested that **60 percent of the snacks be healthy options.**

| | | | |
|----------------------|-------------------------|--------------|------------------|
| Energy Bars | Fruit Cups/Granola Bars | Fruit Snacks | Trail Mix/Nuts |
| Crackers | Chips/Pretzels | Popcorn | Candy/Candy Bars |
| Pastries/Snack Cakes | Cookies | | |

- **Energy Bars:** CLIF Bars, PowerBars, KIND Bars, or approved equivalent brands.
- **Fruit Cups/Granola Bars:** Nature Valley, Quaker, Nutri Grain, or approved equivalent brands.
- **Fruit Snacks:** Welch's, Mott's, Annie's, or approved equivalent brands.
- **Trail Mix/Nuts:** Peanuts, Almonds, Cashews, various Trail Mixes, or approved equivalent brands.
- **Crackers:** Peanut Butter, Cheddar Cheese, Cheez-Its, Goldfish, Chex Mix, or approved equivalent brands.
- **Chips/Pretzels:** Lays Baked Potato Chips, Sun Chips, Pretzels, Lays Ruffles, Fritos Corn Chips – regular & various flavors, Doritos – various flavors, Lays Potato Chips – regular & various flavors, Cheetos, Hot Cheetos, Hot Fries, Funyuns, or approved equivalent brands.
- **Popcorn (already popped):** Skinny Pop, Smartfood, or approved equivalent brands.
- **Candy/Candy Bars: NO CHOCOLATE ITEMS,** Payday, Skittles, Starburst, Sweet Tarts, Shock Tarts, Air Heads, Air Heads Xtremes, Jolly Ranchers, Twizzlers, Sour Patch Kids (all varieties), Pop Rocks, Life Savers, Trolli Sour (all varieties), WarHeads, Rice Krispies Treats, or approved equivalent brands.
- **Pastries/Snack Cakes: NO CHOCOLATE ITEMS,** Zinger cupcakes, Hostess pastries, Little Debbie snack cakes, Muffins, Honeybuns or approved equivalent brands.
- **Cookies:** Oreos, Animal Crackers, Shortbread type cookies, or approved equivalent brands.

At each of the three (3) pool locations, awarded vendor shall provide one (1) drink vending machine that shall hold a minimum of 9 to 15 different products for **drink machines** as designated below.

- **Drinks:** Variety of sodas (Coke, Pepsi, Dr Pepper, Zero Sugar/Diet options), Red Bull, Bang, Monster, sports drinks (Gatorade, G2, Gatorade Zero, Powerade) Minute Maid/Welch's Juice, Tea (sweet/unsweet/flavored), Iced Coffee, Water (Ozarka, Aquafina, Dasani, Nestle), Vitamin Water, Protein Shakes, or approved equivalent brands.

“Healthy options” are to include a combination of high-protein, high-energy, high fiber, low-fat, low-carb, low-calorie snacks. For example, meat sticks, cheese sticks, nuts, protein bars, granola bars, 100-calorie snack packs, baked chips, pita chips, hummus and crackers, fruit cups, yogurt, Fiber One cookies, etc.

“Approved equivalent brands” must be submitted in writing to the Manager of Purchasing and approved **prior** to placement in each vending machine.

PROPOSAL SHEET

Vending price and ounce size for each group of items are to be consistent across each City facility.
Be specific on itemized list with type and brand name, if applicable.

| ITEM NO. | DESCRIPTION | OUNCE SIZE of PRODUCT | VENDING PRICE | COMMISSION ON GROSS SALES |
|----------|---|-----------------------|---------------|---------------------------|
| 1 | Fresh salads Provide an itemized list: | _____ oz. | a. _____ | b. _____% |
| 2 | Fresh sandwiches/wraps Provide an itemized list: | _____ oz. | a. _____ | b. _____% |
| 3 | Cold Lunch Items: Burritos, Chimichangas, Lunchables, etc. Provide an itemized list: | _____ oz. | a. _____ | b. _____% |
| 4 | Cold Breakfast Items: Breakfast Biscuits, Croissants, Burritos (Sausage/Bacon/Egg/Cheese, Southwest, etc.) Provide an itemized list: | _____ oz. | a. _____ | b. _____% |
| 5 | Snack Breakfast Items: muffins, donuts, honeybuns, etc. Provide an itemized list: | _____ oz. | a. _____ | b. _____% |
| 6 | Energy Bars Provide an itemized list: | _____ oz. | a. _____ | b. _____% |
| 7 | Granola Bars Provide an itemized list: | _____ oz. | a. _____ | b. _____% |

| | | | | |
|----|--|-----------|----------|-----------|
| 8 | Fruit Cups, Yogurt Provide an itemized list: | _____ oz. | a. _____ | b. _____% |
| 9 | Popcorn Provide an itemized list: | _____ oz. | a. _____ | b. _____% |
| 10 | Trail Mix, Nuts, Beef Jerky, etc. Provide an itemized list: | _____ oz. | a. _____ | b. _____% |
| 11 | Crackers Provide an itemized list: | _____ oz. | a. _____ | b. _____% |
| 12 | Chips, Pretzels, etc. Provide an itemized list: | _____ oz. | a. _____ | b. _____% |
| 13 | Fruit Snacks Provide an itemized list: | _____ oz. | a. _____ | b. _____% |
| 14 | Candy Provide an itemized list: | _____ oz. | a. _____ | b. _____% |
| 15 | Candy Bars Provide an itemized list: | _____ oz. | a. _____ | b. _____% |
| 16 | Pastries, Snack Cakes Provide an itemized list: | _____ oz. | a. _____ | b. _____% |

| | | | | |
|----|---|----------|----------|-----------|
| 17 | Cookies, 100-calorie packs Provide an itemized list: | _____oz. | a. _____ | b. _____% |
| 18 | Other snack items not listed above (include nutritious type snacks available, such as fruit, gluten free snacks, etc.) Provide an itemized list: | _____oz. | a. _____ | b. _____% |
| 19 | Ice Cream Sandwiches Provide an itemized list: | _____oz. | a. _____ | b. _____% |
| 20 | Ice Cream Cones Provide an itemized list: | _____oz. | a. _____ | b. _____% |
| 21 | Ice Cream Cookies Provide an itemized list: | _____oz. | a. _____ | b. _____% |
| 22 | Ice Cream Bars Provide an itemized list: | _____oz. | a. _____ | b. _____% |
| 23 | Misc. Ice Cream Products Provide an itemized list: | _____oz. | a. _____ | b. _____% |
| 24 | Canned sodas, if applicable Provide an itemized list: | _____oz. | a. _____ | b. _____% |
| 25 | Bottled sodas, if applicable Provide an itemized list: | _____oz. | a. _____ | b. _____% |

| | | | | |
|----|--|-----------|----------|-----------|
| | | | | |
| 26 | Bottled iced coffee Provide an itemized list: | _____ oz. | a. _____ | b. _____% |
| 27 | Bottled tea Provide an itemized list: | _____ oz. | a. _____ | b. _____% |
| 28 | Bottled juice Provide an itemized list: | _____ oz. | a. _____ | b. _____% |
| 29 | Bottled water Provide an itemized list: | _____ oz. | a. _____ | b. _____% |
| 30 | Flavored water Provide an itemized list: | _____ oz. | a. _____ | b. _____% |
| 31 | Energy drinks, protein shakes Provide an itemized list: | _____ oz. | a. _____ | b. _____% |
| 32 | Bottled sports drinks Provide an itemized list: | _____ oz. | a. _____ | b. _____% |
| 33 | Assorted hot drinks (coffee, espresso, hot chocolate, etc.), per cup. Provide an itemized list: | _____ oz. | a. _____ | b. _____% |

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 proposal.

DELIVERY

The delivery date shall be one of the determining factors in selecting the best bid/proposal for the City. _____ calendar days/complete work in full, after receipt of order.

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

Email Address

NOTICE

The following blank spaces in the contract are not to be filled in by the Proposer at the time of submitting his proposal. The contract form is submitted at this time to familiarize the Proposer with the form of contract which the successful Proposer will be required to execute.

**CITY OF MESQUITE CONTRACT FOR GOODS AND SERVICES
WITH [ENTITY NAME]**

This Contract ("Contract") is made and entered into by and between the **CITY OF MESQUITE**, a Texas home-rule municipal corporation located in Dallas County, Texas, ("CITY"), acting through its duly authorized City Manager, Cliff Keheley, and **[ENTITY NAME]** a [STATE OF FORMATION OF ENTITY] [ENTITY TYPE] ("COMPANY"), located at [ENTITY ADDRESS], acting by and through its duly authorized agent.

For and in consideration of the mutual covenants and benefits hereinafter set forth, the CITY and COMPANY agree as follows:

I. DESCRIPTION OF GOODS AND/OR SERVICES

COMPANY agrees to provide all of the goods and/or services as specified in accordance with this Contract, such goods and/or services generally described as follows:

**CITY OF MESQUITE BID NO. [PURCHASING BID NUMBER]
[CONTRACT NAME]**

This Contract consists of this written contract and the following documents, which are incorporated herein by attachment and/or reference:

1. City of Mesquite's bid documents, including special and general provisions, advertisement for bid proposal, instruction to bidders, all addenda issued prior to award of contract, all plans, drawings, technical specifications and all other documents identified as pertaining to this Contract (**Exhibit A on file at the City of Mesquite Purchasing Division**);
2. City of Mesquite Minimum Insurance Requirements (**Exhibit B**);
3. City of Mesquite Standard Terms and Conditions (**Exhibit C** available at <https://www.cityofmesquite.com/DocumentCenter/View/19813/Standard-Terms-and-Conditions>);
4. COMPANY's Certificate of Interested Parties Electronic Filing (**Exhibit D**); and
5. COMPANY'S bid (**Exhibit E**).

The above referenced documents constitute the entire agreement between the CITY and COMPANY. In the event of inconsistency or conflict in any of the documents, the inconsistency or conflict shall be resolved by giving priority first to this written contract then to the remaining documents in the order in which they are listed above. This Contract may only be modified by a written amendment/supplement signed by both parties.

II. CONTRACT AMOUNT

The total paid by CITY to COMPANY for goods and services under this Contract shall not exceed **[WRITTEN DOLLAR AMOUNT] AND 00/100 DOLLARS (\$00.00)**, to be paid upon completion of service and/or acceptance of goods, in current funds at the unit or total prices bid, 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 this Contract and subject to such additions and deductions as provided therein.

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 this Contract. Time is of the essence for this Contract.

IV. TERM

The term of this Contract commences on the date this Contract is signed by the CITY (the "Effective Date") and shall terminate one calendar year from the Effective Date unless terminated earlier under the terms of this Contract. CITY may, at its sole discretion and subject to the annual appropriation of sufficient funds, renew this Contract for four (4) additional one (1) year terms by giving written notice to the COMPANY prior to expiration of the preceding term.

V. INDEMNITY

COMPANY AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, EMPLOYEES, INSURANCE AND RISK POOLS 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, LICENSEES, 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.

VI. INSURANCE

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

VII. MISCELLANEOUS

This Contract does not guarantee any purchase or monies from the CITY to COMPANY. COMPANY acknowledges that the CITY is not under any obligation to purchase a minimum quantity or dollar amount of goods or services from the COMPANY during the term of this Contract.

This Contract may be terminated by the CITY at any time for the convenience of the City by giving at least thirty (30) days advance written notice of termination to COMPANY. COMPANY shall not be entitled to lost or anticipated profits should CITY choose to exercise its option to terminate.

VIII. 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.

IX. 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.

X. 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.

[Remainder of page intentionally left blank – Signatures on following page]

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 written below.

**CITY OF MESQUITE
(CITY)**

**[ENTITY NAME]
(COMPANY)**

BY: _____
Cliff Keheley, City Manager

BY: _____

ATTEST:

Printed Name: _____

BY: _____
Sonja Land, City Secretary

Title: _____

Acknowledgment

APPROVED AS TO FORM:
David L. Paschall, City Attorney

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 _____ 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 _____, 202____.

BY: _____
Assistant City Attorney

Notary Public in and for the State of Texas

EXHIBIT A

City of Mesquite Bid Documents

EXHIBIT B

City of Mesquite Minimum Insurance Requirements

EXHIBIT C

City of Mesquite Standard Terms and Conditions

Available at:

<https://www.cityofmesquite.com/DocumentCenter/View/19813/Standard-Terms-and-Conditions>

EXHIBIT D

COMPANY'S Certificate of Interested Parties Electronic Filing

EXHIBIT E
COMPANY'S Bid

TO THE VENDOR

DID YOU REMEMBER TO:

- *Abide by the General and Special Conditions*
- *Make note of the opening date and time. All proposals must be submitted by 2:00 p.m. Proposals received after 2:00 p.m. will not be accepted.*
- *Fill in the **ounce size, vending price and commission** on the proposal sheet.*
- *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, RFP number, opening date and time.***

Mailing Address:

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

Purchasing Office
972-216-6201
purchasing@cityofmesquite.com

Physical Address:

City of Mesquite
757 N. Galloway
Mesquite, TX 75149

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

Thank you

Ryan Williams
Manager of Purchasing