



**REQUEST FOR PROPOSALS
RFP NO. I247-2025**

**CLOSING DATE AND TIME
WEDNESDAY, FEBRUARY 26, 2025 - 2:00 P.M.**

**INVESTMENT ADVISORY SERVICES & PRIMARY DEPOSITORY BANKING
CONSULTATION**

The City of Mesquite, Texas, invites sealed proposals from qualified vendors for the referenced proposal with the following specifications as listed herein.

Mark envelope in lower left corner “RFP No. I247-2025; Investment Advisory Services & Primary Depository Banking Consultation,” so the proposals will not be opened until the appointed hour.

Proposals submitted must be received **before** proposal closing on **Wednesday, February 26, 2025, at 2:00 p.m.** Faxed or emailed proposals will not be accepted.

All questions must be submitted via email at purchasing@cityofmesquite.com by **Friday, February 21, 2025, at 2:00 p.m.** Responses will be provided in the form of an addendum after the question deadline.

For Mailed Proposals, please address as follows:

Ryan Williams, Manager of Purchasing
City of Mesquite
P.O. Box 850137
Mesquite, Texas 75185-0137

For Hand-Delivered Proposals or Submitted by Courier, please place in a sealed envelope or box:

Ryan Williams, Manager of Purchasing
City of Mesquite
757 N. Galloway Avenue, 2nd Floor
Mesquite, Texas 75149

CITY OF MESQUITE GENERAL CLAUSES AND CONDITIONS

1. **CITY OF MESQUITE GENERAL CLAUSES AND CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY OF MESQUITE (CITY). TAKING EXCEPTION TO THESE CLAUSES AND CONDITIONS MAY DEEM A RESPONSE AS NON-RESPONSIVE.**
2. **Questions:** For questions regarding proposal preparation, please contact: purchasing@cityofmesquite.com.
3. **Correspondence:** The City assigned number of this proposal packet must appear on all correspondence, or inquiries, pertaining to this proposal.
4. **Preparation Cost:** The City will not be liable for any costs associated with the preparation, transmittal or presentation of any proposals or materials submitted in response to any proposal.
5. **Proposal Packet Completion Required:** City of Mesquite proposal packets have sections requiring completion. The proposal form section of the proposal packet must be completed prior to the date and time set for proposal opening and included with the proposal packet or the proposal may be found non-responsive. Failure to complete all requirements in a timely manner, prior to award, may be used by the City in determining a proposer's responsibility.
6. **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.
7. **Proposal Submission:** Proposals must be **received as one (1) marked "original" plus one (1) digital copy on a USB flash drive**, on this form, prior to the closing date and time to be considered. (This does not apply to proposals submitted electronically via Bidnet Direct.) 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 RFB. 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.
8. **Addenda:** Any interpretations, corrections or changes to this proposal packet will be made by addenda issued by the City of Mesquite Purchasing Division. It is the proposer's responsibility to check for any addendums that may have been issued before the proposal closing date and time.
9. **Public Documents:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be confidential, trademarked, copyrighted, or proprietary must be clearly and ambiguously marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code.
10. **Proposal Opening:** 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.
11. **Award:** The City reserves the right to award:
 - a. In whole or in part as determined to be in the best interest of the City; and/or
 - b. A separate contract to separate proposers for each item/group or to award one contract for the entire proposal.The City reserves the right to take into consideration contract administration costs for multiple award contracts.
12. **Estimated Quantities:** Quantities are estimated and based on projected usage. It is specifically understood and agreed that these quantities are approximate, and any increased quantities will be paid at the regular quoted price. The proposer shall not have any claim against the City of Mesquite for any quantities ordered that are less than the estimated proposal amount.

13. **Ambiguities:** Any ambiguity in the proposal because 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.
14. **Best Advantage:** The City of Mesquite reserves the right to reject any and all proposals, without cause, and to waive any defect, irregularity, or informality and to make award of the proposal as may be deemed to the best advantage of the City.
15. **Variations:** The City of Mesquite reserves the right to evaluate variations from the specifications. If variations are requested, proposer shall state exactly which specifications the proposer seeks a variation from and specifically how the variation shall apply. Failure to completely describe the merchandise being proposed may result in rejection of proposal.
16. **Revised Proposals:** The proposal that is submitted last will supersede any previous versions within the submission deadline.
17. **Altering Proposal Prices:** Proposal prices cannot be altered or amended after submission deadline. Any interlineation alteration, or erasure made before opening time must be initialed by the signer of the proposer, guaranteeing authenticity.
18. **Pricing:** Proposal price(s) quoted, must be held firm for ninety (90) days to allow for evaluation unless otherwise stated in this document.
19. **Error-Quantity:** Prices shall be filled in and extended on the proposal sheet. In case of discrepancy between the unit price and the extension, the unit price shall govern.
20. **Withdrawal of Proposals:** Proposer agrees that a proposal price may not be withdrawn or cancelled by the proposer for a period of ninety (90) days following the date designated for the receipt of proposals without written approval of the City.
21. **Prices Prevail for Term:** Prices quoted by proposer shall prevail for the entire term of the contract as stated herein or in the proposal packet.
22. **Term of Contract:** Unless otherwise stated in the proposal packet, the term of the contract shall be for 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) automatic one-year periods, renewable on anniversary of the original date, provided proposer can maintain proposal prices and both parties are in mutual agreement.
23. **Insurance:** 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 shall be submitted by the proposer to the City of Mesquite Purchasing Office within 10 business days of proposer receiving notice from the City that they are the apparent low proposer.
24. **Entity Documentation:** Proposer shall attach official documentation from the State of Texas or other qualified certification agency of M/WBE status of your company with proposal. This data is for informational purposes only and will not affect the proposal award.
25. **Collusion:** In submitting a proposal, the proposal 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.
26. **W-9:** A completed W-9 form will be required and submitted with proposal.
27. **Non-Exclusion Affidavit:** The attached Non-Exclusion Affidavit for General Contractor form must be signed, notarized and submitted with proposal.
28. **Authorized Signature:** All proposals must be signed by an authorized representative of the company.

29. **Assignment:** 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.
30. **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). 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.
31. **F.O.B./Damage:** Quotations shall be proposed F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The City of Mesquite assumes no liability for goods delivered in damaged or unacceptable condition. The successful proposer shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
32. **Sample Contract Forms:** Any sample contract forms in the proposal packet are included for informative purposes only, so that proposer may be familiar with their contents and requirements. **Proposers shall not fill in or execute these sample contract forms at time of proposal submittal.**
33. **Taxes:** The City is exempt from all sales and excise taxes.
34. **Change Orders:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and shall not be effective unless signed by an authorized representative of the City.
35. **Termination:** This Contract may be terminated at any time with thirty (30) day's written notice by either the City of Mesquite or successful proposer.
36. **Non-Resident Proposers:** Pursuant to Texas Government Code, Chapter 2252, Subchapter A: A proposer whose principal place of business, ultimate parent company or majority owner's principal place of business is not in Texas, is considered a nonresident proposer. A nonresident proposer must under propose the lowest responsible resident proposer by an amount that is equal to, or less than, the amount by which a Texas resident would be required to under propose in the nonresident proposer's state. This provision does not apply to a contract involving federal funds.
37. **Ordering:** Orders shall be placed on an "as-needed" basis at the discretion of the City of Mesquite. Proposers shall advise if there is a minimum dollar amount per order.
38. **Invoices:** Invoices must be submitted by the Contractor to the City of Mesquite, Accounting Department, P.O. Box 850137, Mesquite, TX, 75185-0137, accounting@cityofmesquite.com. The City Purchase Order **must** appear on all invoices, delivery memoranda, bills of lading, packing and correspondence.
39. **Payment Terms:** Payment terms are pursuant to the Texas Prompt Payment Act unless otherwise specified by the City. Upon receipt of a properly executed invoice from the vendor, payment will be processed for items or services delivered.
40. **Authorization:** The City of Mesquite will not accept or pay for articles delivered or services performed without a specific written Purchase Order.
41. **Conformity of Goods/Services:** All goods to be delivered or services to be performed shall conform in every respect to the specifications issued by the City in conjunction with its solicitation of proposals. In the event no such specifications were issued, the goods or services shall conform to the proposal submitted by the vendor.
42. **Patent Rights:** The proposer agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
43. **Evaluation Process:** The proposal evaluation process will occur after the closing date. The City's evaluation and clarification process will commence. An evaluation team will review the proposals. Financial terms will not be the sole determining factor in this award as other criteria as described in this RFP will be considered. A proposer's submission of a proposal constitutes their acceptance of the evaluation technique.

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. Increases will apply only to the products(s) and/or service(s) affected by an increase in raw material, labor or another like cost factor. 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. **Price reduction:** If during the life of the contract, the successful proposer's net prices to other customers for the same product(s) and/or service(s) are lower than the City of Mesquite's contracted prices, an equitable adjustment shall be made in the contract price.
3. Unless otherwise stated in the proposal packet, proposer shall submit a total of five (5) references. The City may contact secondary vendors for references.
4. Proposers shall complete the required documents on the Proposal Checklist and submit with proposal. If the forms are not included, the proposal may be considered non-responsive.
5. The City reserves the right to require additional technical and pricing information and negotiate all elements, which comprise the Vendor's proposal to ensure that the best possible consideration be afforded to all concerned. The City reserves the right to accept all or part of any proposal, to reject any or all proposals and to re-solicit for proposals.
6. The following RFP Schedule of Events represents the schedule the City will follow. The City plans to meet the dates described below. If a component of the schedule is delayed, it shall be anticipated that the remaining components will also be delayed by a similar number of days. Any significant change to the schedule will be published via RFP Addendum.

Event	Estimated Date
Request for Proposal Published	Thursday(s) February 13 and February 20, 2025
Deadline to Submit Vendor Questions	Friday, February 21, 2025, at 2:00 pm
Addendum for Questions Published	Monday, February 24, 2025
Deadline for Proposal Submissions	Wednesday, February 26, 2025 at 2:00 pm
Council Award	Monday, March 17, 2025
Effective Date of Contract	Monday, April 21, 2025

**CITY OF MESQUITE
RESPONDENT ACKNOWLEDGEMENT FORM**

**RFP No. I247-2025
Investment Advisory Services & Primary Depository Banking Consultation**

PLEASE INCLUDE THIS COMPLETED PAGE AS THE FIRST PAGE OF YOUR SUBMITTAL.

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this submission have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered and upon conditions contained in the specifications of the submittal.

The following information should be completed in its entirety for the response to be considered.

Company Name: _____

Address of Principal Place of Business: _____

Phone of Principal Place of Business: _____

Email Address of Representative: _____

Authorized Representative: _____

Signature

Date

Printed Name

Title

CITY OF MESQUITE PROPOSAL CHECKLIST

RFP No. I247-2025 Investment Advisory Services & Primary Depository Banking Consultation

PLEASE INITIAL EACH ITEM BELOW AND INCLUDE THIS PAGE AS THE SECOND PAGE OF YOUR SUBMITTAL.

Proposal Checklist

Please ensure to complete and return the following required documents and information to the City of Mesquite Purchasing Division before the deadline. Late submittals will not be accepted. If the following information is not included, the proposal may be considered non-responsive.

1. ____ Proposer's Submission: one (1) marked "original" plus one (1) digital copy on a USB flash drive submitted and clearly marked with the RFP Number and Proposal Name
2. ____ Respondent Acknowledgement Form
3. ____ Proposal Checklist (this page)
4. ____ Fee Schedule
5. ____ Conflict of Interest Questionnaire (CIQ Form)
6. ____ Non-Exclusion Affidavit for General Contractors (*must be notarized*)
7. ____ Prohibition on Contracts with Companies Boycotting Israel
8. ____ References
9. ____ Certification Statement
10. ____ IRS W-9 (*Proposer to provide*)
11. ____ Texas Secretary of State Filing Certificate/Partnership Agreement (*Proposer to provide*)
12. ____ Addendum No. 1 – Acknowledgment of Receipt (*initial, if applicable*)
13. ____ Addendum No. 2 – Acknowledgment of Receipt (*initial, if applicable*)
14. ____ Contract Statement

FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

CONTRACTING WITH THE CITY OF MESQUITE

Updated: June 12, 2024

Conflict of Interest Questionnaire and Disclosure of Interested Parties (Form 1295)

The Respondent will be required to comply with the following:

Chapter 176 of the Texas Local Government Code is an ethics law that was initially enacted by the Texas Legislature with HB 914 in 2005 that requires disclosure of employment and business relationships local government officers may have with contractors, consultants and vendors who conduct business with local government entities. The law applies to any written contract for the sale or purchase of real property, goods or services. Further information regarding Texas Conflict of Interest laws and the **Conflict-of-Interest Questionnaire** (FORM CIQ) can be found at the Texas Ethics Commission website at the following web address:

<https://www.ethics.state.tx.us/forms/conflict/>

A *sample* FORM CIQ has been provided in the following pages. It is recommended to utilize the form at the link above. Please complete and submit with response.

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 FORM 1295 can be found at the Texas Ethics Commission website at the following web address:

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

Please DO NOT complete Form 1295 until notified of contract award and requested by the Purchasing Division to electronically file Form 1295 with the Texas Ethics Commission.

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 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 website known as the “System for Award Management” (SAM) at www.sam.gov. One of the purposes of the SAM website 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 company to the
(Name of Company)

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

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

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

Please list five (5) Work References.

1. Company Name: _____
Company Address: _____
Company Phone Number: _____ Company Email: _____
Dates Held Contract: _____ Contract Amount: _____
Work Description: _____

2. Company Name: _____
Company Address: _____
Company Phone Number: _____ Company Email: _____
Dates Held Contract: _____ Contract Amount: _____
Work Description: _____

3. Company Name: _____
Company Address: _____
Company Phone Number: _____ Company Email: _____
Dates Held Contract: _____ Contract Amount: _____
Work Description: _____

4. Company Name: _____
Company Address: _____
Company Phone Number: _____ Company Email: _____
Dates Held Contract: _____ Contract Amount: _____
Work Description: _____

5. Company Name: _____
Company Address: _____
Company Phone Number: _____ Company Email: _____
Dates Held Contract: _____ Contract Amount: _____
Work Description: _____

**CITY OF MESQUITE
CERTIFICATION STATEMENT**

**RFP No. I247-2025
Investment Advisory Services & Primary Depository Banking Consultation**

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee or agent of the City of Mesquite has assisted in the preparation of this proposal. I acknowledge that I have read and understand the requirements and provisions of the solicitation and that _____ (name of organization) will comply with the regulations and other applicable local, state and federal regulations and directives in the implementation of this contract.

I also certify that I have read and understood all sections of this solicitation and will comply with all the terms and conditions as stated; and furthermore that I _____ (printed name) certify that I am the _____ (title) of the organization or other eligible entity named as offeror and respondent herein and that I am legally authorized to sign this offer and to submit it to the City of Mesquite, on behalf of said offeror by authority of its governing body.

Signature

Type/Print Name

Title

Date

CITY OF MESQUITE PROPOSAL INFORMATION

RFP No. I247-2025 Investment Advisory Services & Primary Depository Banking Consultation

CITY BACKGROUND

The City of Mesquite, Texas, is located primarily in eastern Dallas County, with its corporate limits adjoining the corporate limits of Dallas for a distance of about eight miles, and a portion is located in western Kaufman County. The old downtown section of Mesquite is approximately 13 miles from downtown Dallas. The incorporated area of Mesquite is presently over 49 square miles. The City has 15 departments and approximately 38 individual funds with annual revenues exceeding \$350,000,000.

The City of Mesquite provides a full range of services, including police and fire protection, streets, health and sanitation services, libraries and recreation, public improvements, planning and zoning, and general administrative services. Additionally, water and sewer utility services, solid waste, drainage utility services, municipal airport and the municipal golf course are provided under an enterprise fund concept, with user charges set by the City Council to ensure adequate coverage of operating expenses and payments on outstanding debt where applicable. Certain public safety, transportation, and parks and recreation services are provided through a legally separate Quality of Life Corporation, which functions, in essence, as a department/fund of the City of Mesquite.

The City of Mesquite is a Home Rule City operating under a Council-Manager form of government. The City Council consists of the Mayor and six council members. Council members serve two-year terms and are responsible for appointing the City Manager, Municipal Judge, City Attorney, City Secretary, and members of various boards and commissions. The City Manager serves as the administrative head of the municipal government and is responsible for carrying out policies and for daily management of the City.

The City has one master bank account with two sweep accounts for accounts payable and payroll transactions. The City has used the Sympro system to track investments that make up the City's investment portfolio. A copy of the City's investment policy and quarterly investment reports are available on the City's website.

Investment Policy: <https://www.cityofmesquite.com/1218/Finance-Administration>

Quarterly Investment Reports: <https://www.cityofmesquite.com/Archive.aspx?AMID=53>

The quarterly investment reports provide the latest investment portfolio information.

PROPOSAL REQUIREMENTS

Please provide all information required in each of the following categories. Proposals that do not include all of the required information will be disqualified.

Scope of Services

1. Assist the entity with cash flow/maturity analysis.
2. Provide monthly/quarterly and annual reporting on all government entity funds detailing securities holdings (including balances in local government investment pools), portfolio composition and sector analyses, portfolio return and weighted average maturity, and daily transaction activity.
3. Manage the funds in a discretionary capacity.
4. Evaluate market risk and develop strategies that minimize the impact on the portfolio.
5. Provide assurance of portfolio compliance with applicable policies and laws.

6. Establish an appropriate performance benchmark.
7. Review investment policy – recommend appropriate amendments.
8. Ensure portfolio structure matches government entity's objectives.
9. Assist with trade settlements.
10. Assist with depository bank contract solicitation and review.
11. Assist in the process of evaluating custodial and other banking services and servicing the portfolio's ongoing security safekeeping needs.

Proposer Qualifications

1. Advisor shall be a registered Investment Advisor as defined and regulated by the Securities and Exchange Commission (SEC) under the Investment Advisers Act of 1940. Provide a copy of the Form ADV Part II.
2. Advisor shall be either completely independent of any financial institution or securities brokerage firm or shall fully and continuously disclose any such relationships with such financial institution and/or securities brokerage firm relevant to the firm's relationship with the City.
3. Advisor must have online reporting services to review, analyze and download financial information for the City's portfolio.
4. Advisor shall have at least 5 billion of public funds asset under management while serving in a discretionary capacity.
5. Advisor shall be familiar with state investments and reporting requirements.
6. Advisor shall demonstrate understanding of the scope of managing public funds.
7. Advisor shall have coverage in errors and omissions insurance or investment advisor professional liability insurance along with any other additional coverage through a fidelity bond and umbrella insurance.
8. Advisor must agree to disclose all conflicts of interest, all sources of revenue and all affiliations.

Firm Background

1. Describe the organization and your experience in managing public funds, specifically, operating, bond proceeds and debt service funds.
2. Describe the firms' sources of revenue, categorized by retail and institutional accounts.
3. Identify that firm is a registered investment advisor under the Investment Advisor's Act of 1940, as amended.
4. Outline the errors and omissions (professional liability) and fidelity bond coverage your firm carries. Provide a valid, current Certificate of Insurance.
5. Describe your firm personnel's experience with various banking technology and tools that may assist governments in analyzing current and future banking contracts.

Firm Experience

1. Describe your firm's experience in managing fixed income portfolios for public funds and governmental entities.
2. Describe your firm's experience in developing policies and portfolio management guidelines for government portfolios.
3. Identify if your firm acts as a broker or as a primary dealer in securities or receives any other form of additional compensation (including soft dollars) for the client transactions aside from the direct fee paid by clients.

Firm Personnel

1. Identify the investment professionals (portfolio managers, analysts, and researchers) employed by your firm, by classification.
2. Provide resumes and biographical information on key investment professionals that will be directly involved in the decision-making process for the portfolio.
3. Describe your firm's training and education efforts to keep portfolio managers informed of developments relevant to government investment managers.

4. Describe your firm's training and education efforts to keep clients informed of investment and treasury related management topics.

Firm Investment Philosophy

1. Briefly describe your firm's investment management philosophy.
2. Describe the investment program you are proposing for the City.
3. Describe your approach to the review of the City's current investment program.
4. Describe how portfolios are managed (e.g. by team, individual manager) and what the back-up plan is when the manager is away.
5. Describe the oversight provided to portfolio managers.
6. Describe the ongoing daily investment procedures proposed for the portfolio, including procedures for trades, security choice, etc., and how you will provide liquidity.
7. Describe how frequently your staff meets with City staff and who would attend such meetings.

Reporting

1. Describe the investment accounting and reporting system used by your firm. (You may be asked to conduct a demo of your online reporting system during oral presentations)
2. Describe the frequency and format of reports that you would provide. Submit samples of reports that would be provided and describe their frequency.
3. Briefly describe any additional features, attributes, or conditions, which should be considered in considering your firm.

References

1. Provide three (3) client references (Current or former) for which the Proposer has provided similar services.
2. Provide a listing of clients in Texas who either terminated your services or elected not to renew your contract in the past 24 months.

Fees

1. Provide the fee schedule that would apply to this account for five years.
2. Fees should follow a one-year contract with four optional renewal periods.
3. Identify if fees are negotiable.

CITY OF MESQUITE PROPOSAL INFORMATION

SELECTION CRITERIA

The RFP shall be awarded to the best-quoted proposal. The Evaluation Committee will be comprised of individuals from the City of Mesquite. The proposals will be evaluated on the factors outlined below which shall be applied to all eligible, responsive proposals in selecting the successful offeror. Award of a contract may be made without discussion with proposers after responses are received. Proposals should, therefore, be submitted on the most favorable terms. The successful proposer shall be selected by the committee on the basis of demonstrated competence and qualifications under the following criteria:

Experience and Qualifications	45 points
Capacity and Resources	30 points
Fee Schedule	15 points
References	10 points

The point ratings will be as follows:

Experience - 45 points (percent)

Capacity and Resources - 30 points (percent)

Fee Schedule - 15 points (percent)

References (comparable sized jobs) -10 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 RFP specification package, the proposer shall clearly cross-reference the appropriate location in the solicitation (i.e. page number, paragraph, subject, etc.).

Experience - (45 points) will be the maximum point value given to the proposer with the greatest amount of experience in providing investment advisory and primary depository banking consultation services for municipalities and/or private sector companies. The proposers point value will be based on their measured score.

Capacity and Resources – (30 points) – The proposer must demonstrate that they have the resources and capacity to manage the City’s investment portfolio in an effective and safe manner.

Fee Schedule - (15 points) the proposer with the lowest price 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 \$30,000 is the low offer, then that proposer would receive 15 points ($\$30,000/\$30,000=1.00 \times 15=15$). Assume \$35,000 is the next low offer, then that proposer would receive 12.86 points ($\$30,000/\$35,000=0.857 \times 15=12.86$), etc.

References – (10 points) will be the maximum point value given to the proposer based on work references with comparable volumes of work and dollar amounts. The proposer’s point value will be based on their measured score.

If it is necessary to conduct interviews, City of Mesquite will choose the number of vendors to be interviewed and schedule them accordingly. Those selected will make in-person presentations to City staff members. The vendors may be asked to submit a “best and final offer,” updating any changes made to the original proposal, including price.

Negotiations may be conducted with responsible proposers who submit proposals determined to be susceptible of being selected for award. **All proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals.** Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

CITY OF MESQUITE PROPOSAL INFORMATION

QUESTIONS

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

TERMINATION FOR DEFAULT

The City of Mesquite reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. City of Mesquite reserves the right to terminate the **contract** immediately in the event the successful proposer fails to:

- meet delivery or completion schedules
- otherwise perform in accordance with the accepted proposal

Breach of contract or default authorizes the City to award to another proposer, purchase elsewhere, and charge the full increase in cost to the defaulting proposer.

NON-PERFORMANCE CONDITION

If the product or training is not in conformance with the specifications and requirements of the City, the vendor shall redo and complete any work necessary, bring the product or training into compliance at the vendor's expense.

CITY OF MESQUITE CONTRACT STATEMENT

Investment Advisory Services & Primary Depository Banking Consultation

NOTICE

The following _____ **CONTRACT boilerplate** illustrates the standard contract form the CITY uses to contract for _____ services. It contains the provisions, terms, and indemnification the CITY will require.

Please review the document and indicate your acceptance or indicate any concerns or exceptions below.

_____ I accept the proposed Contract language.

_____ I have the following concerns or exceptions to the terms:

[illegible]

Signature

Date _____

CONSULTING SERVICES CONTRACT WITH AWARDED VENDOR

THIS CONTRACT is made and entered into by and between the **CITY OF MESQUITE**, a Texas home-rule municipal corporation, of Dallas County, Texas, (hereinafter called "City"), and _____, a _____ company, with an address of _____, _____, _____ (hereinafter called "Consultant"). City and Consultant may be referred to collectively as "Parties" and individually as "Party."

WITNESSETH:

WHEREAS The City desires to obtain services relative to performing data analysis specific to a project described in more detail in the attached exhibit(s); and

WHEREAS Consultant can provide such services and is the business of and has the expertise, experience, resources, licenses, and capability to perform said services as described in the attached specifications; and

WHEREAS Consultant will handle such service delivery within all local, state, and federal laws; and

WHEREAS Consultant is willing to undertake such services for City in exchange for the consideration hereinafter specified.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter contained, the parties hereto do mutually agree as follows:

1. PURPOSE

The purpose of this Contract is to state the terms and conditions under which Consultant shall provide a small area plan and consultation services for City.

2. DESCRIPTION OF GOODS AND/OR SERVICE

- A. Consultant shall provide all of the goods and/or services as specified in accordance with this Contract, such goods and/or services hereunder shall include, but shall not be limited to, the following:

CITY OF MESQUITE CONTRACT NO. XXXX-XXXX

SOLICITATION NAME

- (i) City of Mesquite Scope of Services (Exhibit A).
- (ii) Minimum Insurance Requirements (Exhibit B).
- (iii) City of Mesquite RFQ No. _____, including addenda and amendments (Exhibit C on file at the City of Mesquite Purchasing Division).
- (iv) Consultant's response to RFQ No. _____ (Exhibit D).

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to this written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

B. Consultant shall work closely with City's _____, or the _____ designee (hereinafter referred to as "Director"), and other appropriate City officials as directed and shall perform any and all related tasks required by the Director in order to fulfill the purposes of this Contract.

C. Consultant shall deliver to the Director all reports and related documents, information, or other data which are required to be produced and given to City in performing services under this Contract (hereinafter called "deliverables") in the format required by the Director.

3. PERFORMANCE OF SERVICES

Consultant and its employees or associates shall perform all the services under this Contract. Consultant represents that all its employees or associates who perform services under this Contract shall be fully qualified and competent to perform the services described in Section 2.

4. TERM

The term of this Contract shall begin on _____ and end on _____. Consultant understands and agrees that time is of the essence. All deliverables are to be completed and delivered to City by the termination date, or by the milestone or completion date or dates provided in a performance schedule agreed upon between Consultant and the Director, unless an extension of time, based upon good reasons presented by Consultant, is approved by the Director.

5. PAYMENT FOR SERVICES

In consideration of the services to be performed by Consultant under the terms of this Contract, City shall pay Consultant for services actually performed a fee not to exceed \$_____, including all reimbursable expenses, as provided in City's Scope of Services (Exhibit A). If other conditions necessitate additional services or a change in services as provided in Section 6, any increase in compensation must be authorized and funded in advance by supplemental agreement duly signed by the City Manager, attested to by the City Secretary, and approved as to form by the City Attorney. Consultant's charges for its services are not to exceed similar charges of Consultant for comparable services to other customers. Payments to Consultant shall be in the amount shown by the itemized billings and other documentation submitted and shall be subject to the Director's approval. All services shall be performed to the satisfaction of the Director, and City shall not be liable for any payment under this Contract for services which are unsatisfactory, and which have not been approved by the Director. The final payment due under this Contract will not be paid until the required deliverables have been received in the required format and approved by the Director. City may, at its option, offset any amounts due and payable under this Contract against any debt (including taxes) lawfully due to City from Consultant, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to City has been reduced to judgment by a court.

6. CHANGE IN SERVICES

City, acting through its Director, may request from time-to-time changes in the scope or focus of the activities conducted or to be conducted by Consultant pursuant to this Contract. Any change in the scope or focus which varies significantly from the scope of services set out in Section 2 and would entail a significant increase in cost or expense to Consultant shall be mutually agreed upon by Consultant and the Director. Changes in the scope which in the opinion of Consultant and the Director would justify an increase in compensation requiring additional funding by City must first be authorized in writing as described in Section 5.

7. CONFIDENTIAL WORK

No deliverables or other information (including information given by City to Consultant to assist Consultant's performance under this Contract) developed by, given to, prepared by, or assembled by

Consultant under this Contract shall be disclosed or made available to any third-party individual or organization by Consultant without the express prior written approval of the Director.

8. OWNERSHIP OF DOCUMENTS

Upon acceptance or approval by City, all deliverables prepared or assembled by Consultant under this Contract, and any other related documents or items shall become the sole property of City and shall be delivered to City, without restriction on future use. Consultant may make copies of any and all deliverables and related documents or items for its files. By execution of this Contract and in consideration of the fee for services to be paid under the Contract, Consultant hereby conveys, transfers, and assigns to City all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the project designs and other project data developed under this Contract.

9. CONSULTANT'S LIABILITY

Approval of City shall not constitute or be deemed a release of the responsibility and liability of Consultant, its employees, agents, associates, or subconsultants for the accuracy and competency of the deliverables prepared by Consultant, its employees, agents, associates, or subconsultants, as required under this Contract. In addition, approval of City shall not be deemed to be the assumption of any responsibility by City for any defect, error, or omission in the deliverables prepared by Consultant, its employees, agents, associates, or subconsultants.

10. COMPLIANCE WITH LAWS AND REGULATIONS

This Contract is entered into subject to and controlled by the Charter and ordinances of the City of Mesquite, as amended, and all applicable laws, rules, and regulations of the State of Texas and the Government of the United States of America. Consultant shall, during the course of performance of this Contract, comply with all applicable City codes and ordinances, as amended and all applicable State and Federal laws, rules and regulations, as amended. In particular, Consultant is put on notice that City will require the Consultant to comply with Chapter 176 of the Texas Local Government Code by completing the attached Conflict of Interest questionnaire (FORM CIQ) and returning the completed FORM CIQ to the CITY. Additionally, Consultant must comply with Section 2252.908 of the Texas Government Code, which was enacted in 2015 by the Texas Legislature pursuant to HB 1295, providing 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 website 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: (1) the forfeiture by Consultant of all benefits of this Contract; (2) the retainage by City of all services performed by Consultant; and (3) the recovery by City of all consideration, or the value of all consideration, paid to Consultant pursuant to this Contract.

11. INDEPENDENT CONSULTANT

Consultant's status shall be that of an independent Consultant and not an agent, servant, employee, or representative of City in the performance of the services under this Contract. Consultant shall exercise independent judgment in performing services under this Contract and is solely responsible for setting working hours, scheduling, or prioritizing the work flow and determining how the work is to be

performed. No term or provision of this Contract or act of Consultant in the performance of this Contract shall be construed as making Consultant the agent, servant, or employee of City, or making Consultant or any of its employees eligible for the fringe benefits, such as retirement, insurance, and worker's compensation, which City provides its employees.

12. **INDEMNITY**

Consultant agrees to defend, indemnify and hold City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Consultant's breach of any of the terms or provisions of this Contract, or by any negligent or strictly liable act or omission of Consultant, its officers, agents, employees or subconsultants, in the performance of this Contract. The provisions of this paragraph are solely for the benefit of the parties to this Contract and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

13. **INSURANCE REQUIREMENTS**

A. Consultant shall procure, pay for, and maintain during the term of this Contract, with a company authorized to do business in the State of Texas and otherwise acceptable to City, the minimum insurance coverage contained in attached Exhibit B.

B. Approval, disapproval, or failure to act by City regarding any insurance supplied by Consultant or its subconsultants shall not relieve Consultant of full responsibility or liability for damages, errors, omissions, or accidents as set forth in this Contract. The bankruptcy or insolvency of Consultant's insurer or any denial of liability by Consultant's insurer shall not exonerate Consultant from the liability or responsibility of Consultant set forth in this Contract.

14. **GIFT TO PUBLIC SERVANT**

City may terminate this Contract immediately if Consultant has offered, or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.

For purposes of this section, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

Notwithstanding any other legal remedies, City may require Consultant to remove any employee of Consultant from the Project who has violated the restrictions of this section or any similar state or federal law and obtain reimbursement for any expenditures made as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

15. **ASSIGNMENT**

This Contract provides for unique consulting services. Consultant, therefore, shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of City's Director.

16. **TERMINATION**

City's Director may, at its option and without prejudice to any other remedy City may be entitled to at law, in equity or elsewhere under this Contract, terminate further work under this Contract in whole or in part for cause or for the convenience of City by giving at least ten (10) days advance written notice of termination to Consultant, with the understanding that all performance being terminated shall cease as of

a date to be specified in the notice. City also has the right to request that Consultant assign and transfer to City all of Consultant's rights and obligations under existing subcontracts it has to perform Contract work in the event of termination under this Section. City shall compensate Consultant in accordance with the terms of this Contract for Contract work properly performed prior to the date of termination specified in the notice, following inspection and acceptance of same by City's Director. Consultant shall not, however, be entitled to lost or anticipated profits should City choose to exercise its option to terminate.

17. DEFAULT

The City reserves the right to terminate this Contract upon breach of any term or provision hereof by Consultant. A breach of this Contract shall include, but not be limited to, a failure to commence work in accordance with the provisions of this Contract, a failure to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or a failure to use adequate number or quality personnel to complete the work or fail to perform any of its obligations under this Contract. The City shall have the right, if Consultant shall not cure such default after ten (10) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the services of other parties, therefore. Any such act by the City shall not be deemed a waiver of any other right or remedy of the City.

18. NOTICES

Except as otherwise provided in Section 18, any notice, payment, statement, or demand required or permitted to be given under this Contract by either party to the other may be affected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If intended for City, to:

Director of _____
City of Mesquite
1515 North Galloway Avenue,
Mesquite, Texas 75149

If intended for Consultant, to:

19. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

- A. Consultant shall not discriminate against any employee or applicant for employment because of race, age, color, ancestry, national origin, place of birth, religion, sex, military or veteran status, genetic characteristics, or disability unrelated to job performance. Consultant shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. Consultant agrees to post in conspicuous places a notice, available to employees and applicants, setting forth the provisions of this non-discrimination clause.
- B. If Consultant fails to comply with the equal employment opportunity/nondiscrimination provisions of this Contract, it is agreed that City at its option may do either or both of the following:

- (1) Cancel, terminate, or suspend this Contract in whole or in part.
- (2) Declare Consultant ineligible for further City contracts until it is determined to be in compliance.

20. RIGHT OF REVIEW AND AUDIT

City may review any and all of the services performed by Consultant under this Contract. City is granted the right to audit, at City's election, all of Consultant's records and billings relating to the performance of this Contract. Consultant agrees to retain such records for a minimum of three (3) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to City's rights as may be disclosed by an audit under this section.

21. VENUE

The obligations of the parties to this Contract shall be performable in Dallas County, Texas, and if legal action is necessary in connection with or to enforce rights under this Contract, exclusive venue shall lie in Dallas County, Texas.

22. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

23. MISCELLANEOUS

A. Pursuant to Section 2271.002, Texas Government Code, if the Consultant employs 10 or more full-time employees and the Contract has a value of \$100,000 or more Consultant 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 Contract. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2271.001, Texas Government Code.

B. Consultant 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.

C. Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the Consultant employs at least ten (10) fulltime employees and this Contract has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity, the Consultant represents that:

- (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- (2) the Consultant will not discriminate during the term of the contract against a firearm entity or firearm trade association.

24. SEVERABILITY

If any of the terms, provisions, covenants, conditions, or any other part of this Contract are held for any reason to be invalid, void, or unenforceable, the remainder of the terms, provisions, covenants,

conditions, or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

25. REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provide or permitted, but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

26. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

27. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed.

28. CAPTIONS

The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

29. SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties and their respective administrators, successors and, except as otherwise provided in this Contract, their assigns.

30. ENTIRE AGREEMENT; NO ORAL MODIFICATIONS

This Contract (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both parties.

(Remainder of page intentionally left blank – Signatures on following page.)

EXECUTED this the ____ day of _____, 20____, by City, signing by and through its City Manager, duly authorized to execute same, and by Consultant.

**CITY OF MESQUITE
(CITY)**

By: _____
Cliff Keheley, City Manager

ATTEST:

By: _____
Sonja Land, City Secretary

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

By: _____
Assistant City Attorney

(CONSULTANT)

By: _____

ATTEST:

By: _____

OR

Acknowledgment

State of _____, 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 he/she 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____.

Notary Public in and for the State