



**REQUEST FOR QUALIFICATIONS (RFQ) NO. 2023-060**

**FOR  
CITY OF MESQUITE, TX**

**CLOSING DATE AND TIME: FEBRUARY 16, 2023, 2:00 P.M.**

**FARMERS MARKET PRODUCTION AND MANAGEMENT SERVICES**

## GENERAL CLAUSES AND CONDITIONS

1. If you have questions regarding the preparation of your response, you may contact Ryan Williams, Manager of Purchasing, at 972-216-6201 or email at [purchasing@cityofmesquite.com](mailto:purchasing@cityofmesquite.com).
2. Respondents who do not respond to this particular request, but who want to remain on our mailing list for future opportunities shall indicate "NO RESPONSE" 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. Submit three (3) hard copies of the entire Response with one (1) complete consolidated electronic copy of files in PDF format on a flash drive. Responses must be received prior to the closing date and time to be considered. Responses must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the RFQ. The City of Mesquite will not be responsible for mail delivered from the post office. Responses received after the published time and date cannot be considered and will be returned unopened.
6. Responses will be received and publicly acknowledged at the location, date and time stated above. Only the name of the respondents responding to this request for qualifications shall be released at the response opening. Other information submitted by the respondent 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 respondent, be released.
7. Respondent 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 award.
8. A completed W-9 form will be required and submitted with bid.
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 must be signed, notarized, and submitted with response.
11. A representative of the proposing entity who is authorized to enter into contract on behalf of the proposing entity must manually sign response in ink. The person signing the response must indicate his/her title along with signature. Responses received without proper signature will not be considered.
12. Any ambiguity in the response as a result of omission, error, lack of clarity or noncompliance by the respondent 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 responses, waive formalities and to make award as may be deemed to the best advantage of the City. No response may be withdrawn within forty-five (45) days after date of opening.
14. This Contract may be terminated at any time with thirty-(30) day's written notice by either the City of Mesquite or successful respondent.
15. The City is not liable for any cost incurred by Respondents in replying to this RFQ/RFP. This includes costs to determine the nature of the response, submitting, negotiating, presentations or any other costs a vendor would incur in responding to the RFQ/RFP.
16. Respondents 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 response.
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, respondent shall state wherein the merchandise fails to meet these specifications. Failure to completely describe the merchandise being proposed may result in rejection of your response.
19. It shall be understood all responses, inquires or correspondence relating to or in reference to this RFQ/RFP, and all reports, charges and responses or referencing information submitted in response to this RFQ/RFP shall become the property of the City, and will not be returned. The City will use discretion with regard to disclosure of proprietary information contained in any response but cannot guarantee information will not be made public. As a governmental entity, the City is subject to making records available for disclosure.
20. All restrictions on the use of data contained within a response and all confidential information must be clearly stated in the RFQ/RFP. Proprietary information submitted in response to the RFQ/RFP, will be handled in accordance with the Texas Open Records Law and other applicable state statutes.
21. It is the vendor's responsibility to check for any addendums that might have been issued before the proposal closing date and time.

22. The response evaluation process will occur after the closing date. The City's evaluation and clarification process will commence. An evaluation team will review the responses. Criteria described in this RFQ/RFP will be considered, as well as any other factors the evaluation team determines may affect the suitability of the response for the City's requirements. A Respondent's submission constitutes their acceptance of the evaluation technique.
23. The insurance requirements are included in this document. Respondents 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 successful contractor once notification has been received.
24. The Contract is included for respondent's information so that respondents may be familiar with their contents and requirements. **Respondent 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.**

## **SPECIAL PROVISIONS**

1. The successful respondent's rights and duties awarded by the contract may not be assigned to another without written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assigned of liability in the event of default by the assignee.
2. Any deviations from specifications and alternate responses must be clearly shown with complete information provided by the respondent. They may or may not be considered by the City.
3. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and shall not be effective unless signed by an authorized representative of the City.
4. The City shall have the right to modify this order subject to an adjustment in the price in accordance with the applicable provisions of the purchase order, if any, or pursuant to mutual agreements. No agreement or understanding to modify this order shall be binding on the City unless it is in writing and signed by an authorized representative of the City.
5. The City reserves the right to require additional technical information and negotiate all elements which comprise the Vendor's response 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. Services or products under the Contract Documents shall not be performed or manufactured by any worker who is not legally eligible to perform such services or employment.
7. All questions must be submitted via fax at 972-216-6397 or email only by **2:00 p.m. Monday, February 13, 2023**, to Ryan Williams, Manager of Purchasing at [purchasing@cityofmesquite.com](mailto:purchasing@cityofmesquite.com).
8. Respondents shall submit a total of three (3) work references.
9. Respondents shall fill out the following required documents. If the following forms are not included, the response may be considered non-responsive.

### **Check List:**

- Conflict of Interest Questionnaire
- Non-Exclusion Affidavit for General Contractors
- Prohibition On Contracts with Companies Boycotting Israel – House Bill 89
- References
- IRS W-9
- Contractor's Signature Page
- Secretary of State Filing Certificate/Partnership Agreement

## SECTION 1 INTRODUCTION

The City of Mesquite, Texas (“City”) is seeking statement of qualifications (“SOQs”) from experienced respondents in order to identify a partner in organization and management of a downtown farmers and artisan market, pursuant to applicable sections of the Texas Local Government Code, in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications (“RFQ”).

RESPONDENTS ARE ENCOURAGED TO FULLY READ THE  
INFORMATION CONTAINED IN THIS RFQ CAREFULLY AND TO SUBMIT A COMPLETE  
RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

### 1.1 The Opportunity:

The City of Mesquite is seeking a highly qualified entity to plan, develop and manage a farmers and artisan market in Downtown Mesquite.

The City of Mesquite has embarked on an ambitious plan of downtown development that embraces entrepreneur development, adaptive reuse of downtown’s authentic older properties, public improvements, and other programs.

The City of Mesquite hired a Downtown Development Manager in early 2018. In early 2019, Downtown Mesquite became a designated Texas and National Main Street program area. A 12-member Advisory Board lends its work and advocacy to the program, which is Nationally Accredited based on its performance record. The Texas Downtown Association has recognized the program with its Spirit of Downtown, Best Economic Game Changer (twice), and Best Traditional and Digital Marketing awards.

Recent gains include rehabilitation of Heritage Plaza, which houses the Downtown Development offices, the Mesquite CVB, and the Chamber of Commerce. In addition, a new restaurant, Alejandro’s @ Front Street Station, opened its doors in late August 2022. A new patisserie, events, public art and more add to the momentum.

The largest development thus far in Downtown Mesquite was development of Front Street Station, a \$5.5 million infrastructure improvement project. Among the features of Front Street Station is an entertainment and small event venue, where the Downtown Mesquite Farmers Market has taken place since June 2021. Front Street Station has sources for electrical power, potable water, shade, and a performance stage for musical acts. In addition, the area has been built to accommodate 10x10 vendor tents with in-ground anchors for tent security.

The Market, though a popular destination since its inception, has great potential for growth. It is the City’s desire to strengthen and expand the market with a broader array of vendors, increased programming, and vigorous, consistent marketing. There is also the potential for weekday evening markets during peak growing season. The City also desires a market that features items grown and/or produced by the vendor (with exceptions made for third party-grown produce within specific provisions).

### 1.2 The Desired Outcome:

The City receives qualifications from experienced candidates to develop a farmers and artisans market at Front Street Station.

### 1.3 The Site:

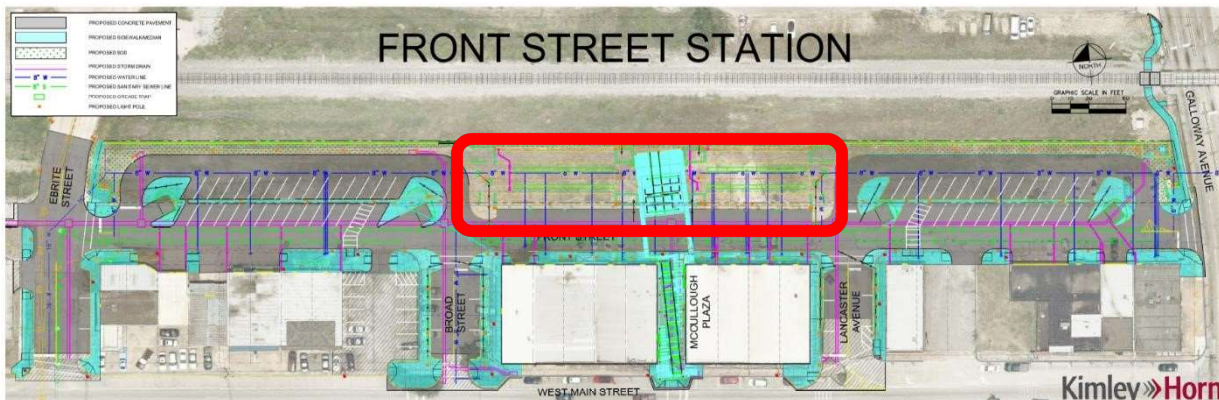
- Front Street Station event area located between Galloway and Ebrite Avenues. Address is 100 W. Front St., Mesquite, TX, 75149.

**Figures 1, 2 and 3. The Site and its Immediate Surroundings / Front Street**

#### 1. Image of Front Street Station looking southeast.



#### 2. Market area layout (overhead).



**3. Market area looking east to west.**



Site Adjacency: To the north: Union Pacific rail line. To the immediate south, west and east, privately owned commercial lots and buildings.

Site History: This site is part of the Original Town of Mesquite, which was founded in 1887.

Existing Zoning: Central Business District.

**1.4 Qualifications Being Sought:**

The City of Mesquite is seeking proposals from persons and firms to provide comprehensive management services for a farmers and artisans market in Downtown Mesquite. (“Downtown”). The goal is to create and manage a farmers market featuring locally and regionally grown and produced food and food products, flowers, and artisan goods. In addition, the selected manager will be expected to provide live entertainment, promote the market via a variety of outlets, conduct weeknight markets during peak production times and participate in Downtown Mesquite promotional events such as Small Business Saturday and others.

**A. Qualifications Being Sought:**

- 1) An entity with a demonstrated track record and continued capability, as a company and/or Development Team, to successfully develop a farmers and artisans market in a manner that contributes significantly to Downtown Mesquite development and commerce without legal or technical problems. Please note number of years of relative experience.
- 2) Capability to provide the resources, including time, financial, equipment and staffing, necessary to meet project requirements.
- 3) Past performance on projects similar to what is proposed.



- 4) Capacity to produce and manage a market April through November with special holiday markets and evening markets as conditions dictate.
- 5) Ability to be creative and follow through on live music and interactive activities for the market.
- 6) Ability to work in partnership with the City of Mesquite on market development and management.
- 7) Working knowledge of social media and marketing in general.

### **1.5 Scope of Work:**

#### General:

- Curate, produce and manage a Farmers Market that provides locally and regionally grown and produced food and food products and artist/artisan goods in accordance with all State, County and City of Mesquite requirements and regulations. Mass-produced goods, multi-level marketing items and craft/art items made from kits will not be permitted. Market Manager will provide vendor lists to City of Mesquite on a regular basis.
- Market Manager will seek food trucks to operate at Market.
- Obtain, complete, and maintain all permits and supporting documentation to satisfy all permitting requirements of the State of Texas, Dallas County, and the City of Mesquite.
- Abide by all Federal, State, and local laws, rules and regulations, and all City policies and directions.
- Keep, update and maintain records of vendors, sales and revenue in an orderly fashion available for inspection by the City.
- Adhere to specific security and health measures as denoted by the Mesquite Police Department, the Mesquite Fire Department, and the City of Mesquite Health Department.
- Work to obtain, maintain and operate all necessary equipment to allow all vendors to accept payment through Electronic Bank Transfer cards in relation to the Supplemental Nutrition Assistance Program (“SNAP”).
- Coordinate with the City of Mesquite Downtown Development Manager and Coordinator at all times.
- City expectation is that the Market must feature at least 15 vendor booths each week with a bonus structure in place for exceeding this number.
- City of Mesquite will be paid, on a quarterly basis, 10% of gross proceeds of vendor booth fees. If Market Management meets and/or exceeds the goal of 15 vendor booths each week, the 10% fee will be waived.
- After 17-week intervals, if the goal of a minimum of 15 vendors per week is consistently met, the Market Vendor will receive a bonus of \$1000. Failure to meet the minimum requirement will result in forfeiture of the bonus potential.
- Examples of income potential income scenarios are listed below:
  - Example: \$50 per booth with the potential for 36 booth spaces.
    - Earnings based on maintaining a 15-booth minimum: \$750 a week x 17 weeks = \$12,750 (with \$1,275 waived)

- Earnings based on maintaining a 15-booth minimum for the entire Market season: \$750 a week x 34 weeks = \$25,500 + \$2000 (bonuses to be paid at 17-week intervals of the 34-week annual market season)
  - Example: \$50 per booth with the potential for 36 booth spaces.
    - Earnings based on maintaining the 36-booth maximum for the entire Market season (before calculating sponsorship opportunities): \$1,800 a week x 34 weeks = \$61,200 + \$2000 (two potential \$1,000 bonuses to be paid at 17 weeks per performance evaluation)
- Market Manager can pursue sponsorship opportunities to help fund the Market. All of the funds will be collected by the Market Manager; however, the sponsor must be approved by city staff.
- Work with Downtown Development Manager and Coordinator to track market attendance.
- Prevent unauthorized vendors from participation in market without prior specific approval of the City Manager.
- Provide live entertainment each week.
  - The City may provide additional support in acquiring live entertainment in the form of monetary aid up to \$3000 for the season.
- Produce a potential evening market during peak garden production time as negotiated annually with the Downtown Development Manager.
- Adhere to City-provided marketing graphics, stylebook, standards, and scheduling.
- Work with City of Mesquite to aggressively promote the market via local and regional media, flyers, posters, press releases and social media.
- Conduct interactive workshops or demonstrations at least two times per month as negotiated with Downtown Development Manager and Coordinator. Examples include make-and-take crafts for adults and/or children, cooking demonstrations, flower-arranging demonstrations, yoga sessions, etc.
- Achieve Market Certification from the Texas Department of Agriculture.

Market-Specific:

- Operate the Market on days and times as negotiated with the Downtown Development Manager and Coordinator and approved by the City Manager. The expectation is to operate a market April through November, 9 a.m. to 1 p.m. each Saturday. City of Mesquite reserves the right to suspend market dates to allow for City events to be held at Front Street Station.
- Require vendors to adhere to all local, county, state, and federal requirements in terms of permits, health practices and tax requirements.
- Direct all vendors to utilize off-site parking during market opening hours in order to save primary parking for customers.
- Provide at least two free market space each market occurrence for use by the City of Mesquite and/or its partners.
- Ensure trip guards are used with all cables, cords, wires, and conduits placed upon or running over ground.
- Maintain and make available a Community Outreach Table to be used by Mesquite-based nonprofit participants selected and approved by City staff.
- Collect and dispose of trash during and after each Market event and securely store all relative equipment.

### **1.6 Role of Market Developer and City:**

The selected Market Developer will provide comprehensive development and management services that result in a farmers and artisan market in the Front Street Station area of Downtown Mesquite. The Market Developer will be responsible for (but not limited to) recruitment of appropriate vendors, implementation of marketing standards and plans, maintenance of Market website and social media platforms, Market setup and takedown, regular reporting to City of Mesquite Downtown Development Manager and coordinator, scheduling of live entertainment and special activities and participation in Downtown Mesquite events, among other duties.

Market Developer will also be responsible for all permitting, insurance, tax liability and other items relating to operation of the Market. Market Developer will regularly confer with inspectors to ensure safety and proper food sanitation practices. Market Developer will be expected to stay in communication with adjacent businesses and strive to coordinate with and maintain a positive and productive relationship with the businesses.

Market Developer will be able to create and maintain a sponsorship package for the Market. Sponsorship opportunities and funds acquired from sponsors are collected by the Market Manager. City staff will assist in creating the sponsorship package with the Market Manager as negotiated.

The City is committed to facilitating the development of the Market by any reasonable means, including possibly offering assistance in the form of advertising, assistance with communications, assistance with access to power, assistance in booking entertainment, potable water, etc.

City Staff will also take an active role in technically assisting the Market Developer to assure the Market is a success. The Market Developer must work cooperatively with the City of Mesquite at all times.

## **SECTION 2 NOTICE TO RESPONDENTS**

### **2.1 Request for Qualifications Notice:**

The City of Mesquite, Texas (the “City”) is accepting SOQs from experienced Teams that will partner with the City to develop the Market in accordance with the terms, conditions and requirements set forth in this RFQ. For the purposes of this RFQ, “Market Developer” shall mean a primary entity (individual or company) that will be responsible for the development of the Market.

### **2.2 The City’s Contact:**

**QUESTIONS** – All questions regarding the meaning or intent of these documents must be submitted in writing to the Manager of Purchasing, Ryan Williams by e-mail: [rowillia@cityofmesquite.com](mailto:rowillia@cityofmesquite.com). The City of Mesquite, as it determines necessary for interpretation or clarification, will respond to such questions through addenda to all “plan holders” on record.

### **2.3 Pre-Development Agreement or Memorandum of Understanding or Interim Agreement:**

Unless the City rejects all responses, the City Council is expected to authorize the City Manager to negotiate and execute a Pre-Development Agreement or Memorandum of Understanding or Interim Agreement with the selected Market Developer. The Pre-Development Agreement or Memorandum of Understanding or Interim Agreement will: (a) define the general terms and conditions of Market operation, the responsibilities of the Market Developer, and the responsibilities of the City, (b) set a schedule for obtaining financial commitments and plan reviews/approvals, and (c) guide the negotiation of a Comprehensive Development Agreement between the Market Developer and the City.

### **2.4 Public Information:**

The City considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after a contract is awarded.

Respondents are hereby notified that the City strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information.

### **2.5 Respondent's Acceptance of Evaluation Methodology:**

WAIVER OF CLAIMS: Each Respondent by submission of a response to this RFQ waives any claims it has or may have against the City, its consultants, and their respective employees, officers, members, directors and partners; The City's Representative and its employees, officers, members, directors and partners; and the City, its employees, officers and elected officials, agents, representatives, that are connected with or arising out of this RFQ, including, the administration of the RFQ, the RFQ evaluation, and the selection of qualified Respondents to receive a RFQ. Submission of SOQs indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that some subjective judgments must be made by the City during the determination of qualification. Without limiting the generality of the foregoing, each Respondent acknowledges that the basis of selection and that the evaluations shall be made public in accordance with applicable law and waives any claim it has or may have against the above-named persons, due to information contained in such evaluations.

### **2.6 Respondent's Commitment:**

Respondent understands and agrees that the City has the ability to terminate its selection process at any time, and to reject any and all responses, or any and all submittals, and that the City has made no representation, written or oral, that it will award a contract for this Project. Furthermore, Respondent recognizes and understands that any cost incurred by the Respondent which arises from Respondent's submittal of a response to this RFQ, or any subsequent submittal to the City's future RFQ for Market Production and Management, if applicable, shall be the sole responsibility of Respondent.

## 2.7 Respondents Eligibility:

Only individual firms or formal joint ventures may respond to this RFQ. Two firms may not respond jointly unless they have formed a joint venture. (This does not preclude a Respondent from utilizing consultants and/or sub-consultants.)

## 2.8 Key Events Schedule:

The tentative timeline established by the City for its selection process is:

First Advertisement Date/Issue RFQ:	Thursday, February 2, 2023
Second Advertisement Date:	Thursday, February 9, 2023
Q & A Deadline:	Monday, February 13, 2023
Addendum:	Tuesday, February 14, 2023
Deadline for RFQ Submittals:	Thursday, February 16, 2023
Selection:	Monday, February 20, 2023

This timeline is subject to change by the City.

## 2.9 Insurance Requirements:

**See Insurance Requirements – Pages 27-29**

# SECTION 3 SUBMITTAL, EVALUATION AND SELECTION PROCEDURES

## 3.1 Submittal Requirements:

Responses and any other information submitted in response to this RFQ shall become the property of the City of Mesquite. Respondents may submit more than one response to this RFQ. However, each response must be a separate and complete package that can be considered independently of any other response from the same respondent. Submittals should include the following:

### A. Cover Letter

- Signature from authorized officer/agent of the respondent.

### B. Market Developer Experience and Management Capacity

- Primary Development Entity/Individual/Team – full legal name, type, primary contact.
- List of experience relative to this RFQ.
- Describe in greater detail those projects from the previous list that are similar in type, size, scale, or complexity to the project scope anticipated in this RFQ. To the extent possible, please include project name, type, location, and description.
- List any current projects of a similar nature.

- Include any additional information deemed helpful in demonstrating the respondent's capability to develop a quality farmers and artisans market.

C. Proposed Concept

- Describe in greater detail the proposed vision and/or concept for the project anticipated in this RFQ. To the extent possible, describe the proposed use of the market area, operational standards for vendors, programming concepts and marketing strategy.

D. References

- Provide Letters of reference with sufficient information to evaluate the Market Developer's past performance, ideally on those projects of similar type, size, scale, or complexity to the project scope anticipated in this RFQ.
- References should include company/organization, names, titles, telephone numbers, and email addresses for individuals who can provide information related to the capabilities of the Market Developer.

**DO NOT USE REFERENCES FROM CURRENT CITY OF MESQUITE OFFICIALS.**

E. Contractor's Signature Page and Conflict of Interest Questionnaire

Respondents must complete, sign, and include Contractor's Signature Page and Conflict of Interest Questionnaire with the submittal. Failure to include these documents may subject the submittal to disqualification.

**3.3 Submittal Format:**

- Three (3) bound hard copies of the submittal not to exceed 30 pages (pages printed front and back will constitute 2 pages). Pages must not exceed 11"x17" in size and should be folded to 8.5"x11".
- One (1) electronic copy (PDF) of all submittal documents on a USB Flash Drive.
- Submitted materials must be enclosed in a sealed envelope (or box or container); clearly indicating Farmers Market RFQ, all addenda, the submittal deadline, and the name, telephone number and return address of the Respondent.
- All submittals must conform to the requirements outlined in the RFQ. Incomplete submittals will not be considered.
- Late submittals will not be considered under any circumstances. Late submittals properly identified will be returned to the Respondent unopened.
- Telephone ("PHONE"), Facsimile ("FAX"), or Internet ("E-mail") submittals will not be accepted.

**3.4 Submittal Deadline:**

The City will accept responses to this RFQ until **2:00 p.m. CST Thursday, February 9, 2023**, after which time all responses timely received will be publicly opened, and the names of the Respondents read aloud. Responses received after the submittal deadline will not be considered.

### **3.5 Place for Submission:**

Responses must be submitted to the City of Mesquite Purchasing Department by mail or hand delivery as follows:

Ryan Williams, Purchasing Manager  
757 N. Galloway Ave.  
Mesquite, Texas 75149

It is the responsibility of each Respondent to ensure responses are submitted in a timely manner. The City is not responsible for delays in mail delivery or failure of couriers to deliver responses prior to the expiration of the submission deadline. The City shall not be obligated to reimburse any expenses incurred by any Respondents in preparing their response.

The City of Mesquite cannot guarantee, due to internal mail delivery procedures that any qualifications sent priority mail will be picked up from the post office by city mail employees and delivered to the Purchasing Department by the closing date and time. It is recommended that SOQ deliveries be made either in person or via an alternate delivery method ensuring delivery to the physical address. Respondent shall bear full responsibility for ensuring that the SOQ are delivered to the specified location by due date and time.

### **3.6 Evaluation of Submittals:**

The City Staff will evaluate all submittals and may invite consultants and representatives from other qualified organizations to evaluate the submittals as deemed necessary. The decision to reject any or all proposals is final and is not subject to due process or appeal. The City reserves the right to request additional information from any Respondent, to interview any Respondent, and to request and secure modifications or amendments to any submittal.

### **3.7 Selection Procedure:**

A. Selection Process: The time period for responding to the RFQ is set out in Section 2.8 of the RFQ. The City Staff will evaluate SOQs and recommend selection of a Development Team in two steps.

1. In step one, the City Staff will evaluate each response. Each respondent must certify to the City that each member of its team was selected based on demonstrated competence and qualifications in the manner provided by Section 2254.004, Government Code. The City Staff will review written responses and rank Respondents on demonstrated competence, qualifications, and responsiveness to the RFQ. A limited number of respondents may be asked to submit additional information and, if the City chooses, to interview.

Scoring (100-point scale):

35 points: Farmers and artisans market management experience.

25 points: Clear proposal for overall market season (vendor mix, operating dates and hours, marketing).

20 points: Specific plans for entertainment and programming.

20 points: Understanding of health regulations and Texas market certification programs.

2. In step two, and within 30 days after RFQ submissions, the City shall evaluate the information submitted by the respondents on the basis of the selection criteria stated in this RFQ and the results of an interview, if desired. Consideration may be given to any additional information and comments at the selection phase if it reflects on the Respondent's qualifications to develop Market. The City shall select the respondent that submits the response offering the best value for the City on the basis of the published selection criteria and on its ranking evaluations. Unless the City rejects all submittals, the City will authorize negotiations with the first-ranked Respondent. If the parties cannot negotiate a successful agreement, the City will terminate negotiations with the first-ranked Respondent and commence negotiations with the second-ranked Respondent in the same manner. If an agreement is not reached, the City will proceed with this process, in order of ranking, until an agreement is reached, or all submittals are rejected. The City reserves the right to select and partner with multiple Respondents to redevelop different portions of the Site. The City also reserves the right to reject any and all submittals.

B. Agreements: The successful Respondent will enter into an agreement to provide Market Development and Management Services to the City of Mesquite.



## SECTION 4 REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

Respondents shall carefully read the information in the following evaluation criteria and submit a complete statement of qualifications to all questions in this section formatted as directed in the section formatted as directed below. All sections should have tab dividers.

<b>RFQ 2023-060 EVALUATION SCORING MATRIX</b>			
<b><u>An Evaluation Team consisting of City Staff shall review the information provided and score the information using the following:</u></b>			
<b><u>SELECTION CRITERIA:</u></b>			
	<b><u>POINTS</u></b>		<b><u>SCORE</u></b>
<b><u>1. FARMERS AND ARTISANS MARKET MANAGEMENT EXPERIENCE</u></b>	<b>35</b>	<b>=</b>	
<i>The Management Firm should demonstrate experience with, and an understanding of the specifics and critical factors related to the Project type. Evaluation is based on experience with projects of similar type, cost, and complexity.</i>			
<b><u>2. CLEAR PROPOSAL FOR OVERALL MARKET SEASON (VENDOR MIX, OPERATING DATES AND HOURS, MARKETING)</u></b>	<b>25</b>	<b>=</b>	
<i>The evaluation is based on the Management Firm's capability to provide the requested services. Location of office with respect to Mesquite.</i>			
<b><u>3. SPECIFIC PLANS FOR ENTERTAINMENT AND PROGRAMMING</u></b>	<b>20</b>	<b>=</b>	
<i>Response should demonstrate ability to recruit entertainers on a weekly basis. Response should also provide examples of success in ancillary interactive programming within similar settings.</i>			
<b><u>4. UNDERSTANDING OF HEALTH REGULATIONS AND TEXAS MARKET CERTIFICATION PROGRAMS</u></b>	<b>20</b>	<b>=</b>	
<i>Response should demonstrate a thorough understanding of City of Mesquite, Dallas County and State of Texas regulations regarding Market operations. Response should also outline respondent's plans for achieving Texas Market Certification.</i>			
<b><u>TOTAL POSSIBLE SCORE</u></b>	<b>100</b>	<b>=</b>	

### 1. FARMERS AND ARTISANS MARKET MANAGEMENT EXPERIENCE:

The responding firm shall provide written pertinent information about the firm, not to exceed two (2) typed pages. Section should include: **(35pts)**

Firm's overall ability

- Experience with projects of similar type, cost, and complexity.
- Describe your Quality Assurance/Quality Control processes.
- Indicate the firm's approach to Project Management. Describe all elements to your approach.
- Copy of the firm's current licensing.

**2. CLEAR PROPOSAL FOR OVERALL MARKET SEASON**

**(VENDOR MIX, OPERATING DATES AND HOURS, MARKETING)**

A letter of interest, not to exceed one (1) typed page, indicating why the firm is interested and qualified to perform services: **(25pts)**

- Legal name of firm.
- Contact Person.
- Date of firm formation.
- Date of opening primary home office.
- Current address of office(s).
- Identify office that will be providing services.
- Legal business description (Individual, Partnership, Corporation, Joint Venture, etc.)

The evaluation is based on the Management Firm's capability to provide the requested services. Location of office with respect to Mesquite.

**3. SPECIFIC PLANS FOR ENTERTAINMENT AND PROGRAMMING:**

Response should demonstrate a thorough understanding of City of Mesquite, Dallas County and State of Texas regulations regarding Market operations. Response should also outline respondent's plans for achieving Texas Market Certification..

One person shall be designated as the primary contact for the City of Mesquite throughout the contract term. The Respondent agrees that the primary contact assigned shall remain available for the entirety of the term as long as that individual is employed by the Respondent or unless the City of Mesquite agrees to a change in the key personnel. **(20 pts)**

**4. UNDERSTANDING OF HEALTH REGULATIONS AND TEXAS MARKET CERTIFICATION PROGRAMS:**

This section should detail the firm's knowledge of working in, near, and/or with the City of Mesquite, Dallas County, and the State of Texas, and not exceed one (1) typed page. Firm should also outline known challenges the City of Mesquite faces and proposed methods to tackle those challenges. **(20 pts)**

**I. ADDITIONAL INFORMATION TO BE INCLUDED IN STATEMENT OF QUALIFICATIONS**

- The City of Mesquite requires professional liability insurance for firms with which it contracts. Please state what coverages your firm carries and in what amounts.
- Identify firm's executives who have current claims or who have participated in litigation against the City of Mesquite while with another firm. Firms currently under litigation with each City or whose executives have been in litigation with each City may not be considered for this project.
- It will be incumbent on those persons or firms with persons, having potential conflicts of interest to identify and cure such conflict(s) prior to consideration of the work. Failure to identify such conflict may remove that person or firm from further consideration.
- Provide any brochures or other marketing literature you wish to include in your submittal.

## **CONTRACTING WITH THE CITY OF MESQUITE**

Updated: January 8, 2016

### **Conflict of Interest Questionnaire And Disclosure of Interested Parties (Form 1295)**

YOU 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 web site at the following web address:

<https://www.ethics.state.tx.us/filinginfo/1295/>

PLEASE COMPLETE THE ATTACHED FORM CIQ AND SUBMIT WITH YOUR 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 web site at the following web address:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

PLEASE DO NOT COMPLETE FORM 1295 UNTIL YOU HAVE BEEN NOTIFIED OF CONTRACT AWARD AND REQUESTED 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 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](http://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](http://www.sam.gov) to verify whether I, the organization I represent, or any subcontractors I may employ to work on any federally funded activity, have been excluded from participation in any federally funded activity.

\_\_\_\_\_

Signature of Contractor Representative

Date

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_

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



**PROHIBITION ON CONTRACTS WITH  
COMPANIES BOYCOTTING ISRAEL**

Chapter 2270, as amended by House Bill 793, provides that the City may not enter into a contract\* with a company for goods or services unless the contract contains a written verification from the company that it: (i) does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

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

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

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

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

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

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Certification

## INSURANCE VERIFICATION PROGRAM LETTER OF AUTHORITY

TO: All Awarded Vendors

RE: Insurance Verification

Dear Vendor:

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

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

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

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

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

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

## INSURANCE

A. AMOUNTS OF INSURANCE

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

<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

Three (3) Work References (Include: Names, Addresses, Phone No's., Email Address, Dates, Work Description and Contract Amounts.)

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR'S SIGNATURE PAGE**

**FARMERS MARKET PRODUCTION AND MANAGEMENT SERVICES**

With full knowledge for the requirements, do hereby agree to furnish the coverage in full accordance with the specifications and requirements.

I certify that \_\_\_\_\_ and its response complies with these specifications.  
**(Name of Organization)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## 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. RFQ 2023-060  
FARMERS MARKEET PRODUCTION AND MANAGEMENT SERVICES**

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**