



**REQUEST FOR QUALIFICATIONS (RFQ) NO. 2024-081
FOR
CITY OF MESQUITE, TX**

CLOSING DATE AND TIME: FEBRUARY 5, 2025, 2:00 P.M.

RECREATION CENTER FEASIBILITY STUDY

A pre-submittal conference will be held at 10:00 a.m. on Tuesday, January 28, 2025, in the City of Mesquite Arts Center Rehearsal Hall located at 1527 N. Galloway Avenue, Mesquite, Texas 75149.

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.
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 one (1) **original** and **one (1) hard copy** 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/RFP. 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. 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.
19. 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.
20. It is the vendor's responsibility to check for any addendums that might have been issued before the proposal closing date and time.

21. The response evaluation process will occur after the closing date. The City will first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications based on the responses to this RFQ; and then attempt to negotiate with that provider a contract at a fair and reasonable price. If a satisfactory contract cannot be negotiated with the most highly qualified provider of requested services, the City shall: (1) formally end negotiations with that provider; (2) select the next most highly qualified provider; and (3) attempt to negotiate a contract with the provider at a fair and reasonable price. If necessary, the City will continue the process of formally ending negotiations with one provider and selecting another provider for negotiations until a contract is obtained.
22. 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.
23. 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.**
24. Submissions that are incomplete or do not comply with mandatory submission requirements shall be rejected. In addition, the City of Mesquite reserves the right to reject in whole or in part any responses submitted, and to waive minor technicalities when in the best interest of the City. Responses may be disqualified for any of, but not limited to, the following reasons:
 - Collusion among respondents;
 - Failure to comply with or inclusion of terms and conditions in conflict with, the terms of this RFQ, or City of Mesquite procurement rules and procedures;
 - Failure to meet minimum response requirements established in the RFQ.

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 email only by **12:00 Noon CST Wednesday, January 29, 2025**, to Ryan Williams, Manager of Purchasing at purchasing@cityofmesquite.com.
8. Respondents shall submit a total of five (5) 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
- Contractor's Signature Page
- Secretary of State Filing Certificate/Partnership Agreement
- IRS W-9

I. GENERAL INFORMATION

The City of Mesquite is soliciting statements of qualifications for the selection of Consultants as listed in this request for qualifications. It is the intent of the City to select a single consultant to accomplish all of the services outlined in this Request for Qualifications. A general description of the scope of work for this project is provided below.

II. SCOPE OF WORK

**RECREATION CENTER FEASIBILITY STUDY
CITY OF MESQUITE
ELIZABETH HARRELL, PARKS & RECREATION DIRECTOR**

The City of Mesquite (“City”) is soliciting Statement of Qualifications (SOQ’s) from consulting firms interested and qualified to determine feasibility, and master planning of a future Recreation center for the City of Mesquite. It is the intent of the City to select a single consultant to accomplish all the services outlined in this Request for Qualifications.

***Note:** SOQs are limited to a maximum of ten (10) pages, not including a feasibility study example. SOQ can include links to other examples of completed projects of similar scope. Please see Submittal Requirements for additional details.

Schedule of Important Dates

The tentative schedule for this Request for Qualification is as follows:

Event	Estimated Date
Advertisement(s)	Thursday, January 16, 2025 Thursday, January 23, 2025
Pre-Submittal Meeting	Tuesday, January 28, 2025, at 10:00 a.m. CST
Deadline to Submit Questions	Wednesday, January 29, 2025, at 12 Noon CST
Addendum for Questions Published	Friday, January 31, 2025
Deadline for Respondent Submittals	Wednesday, February 5, 2025, at 2:00 pm CST
Council Award	TBD
Effective Date of Contract	TBD

Introduction:

The City of Mesquite is seeking a Consultant Team to determine feasibility of a future Recreation Center in Mesquite, TX, including but not limited to master planning, location, public input, programming options, and estimated project budget.

The City currently anticipates a facility with a size range between 55,000 and 125,000 square feet that may include a large gym/sport court room with elevated jogging track, indoor pool, indoor playground, fitness space, locker rooms, rentable classroom/programming spaces, childcare space, staff office space, rental space, and game room space. The design should include multi-functional and programmable spaces that demonstrate usefulness, purpose, and flexibility.

The RFQ

The Consulting Team for this Recreation Center Feasibility Study must have extensive experience in community needs assessments, conducting public outreach, design and programming of multi-purpose recreation centers, and requirements of similar facilities.

A general scope of work has been outlined in the following sections, including major tasks. City staff will work with the selected consultant to finalize the scope of services. The RFQ process will include evaluating responses, identifying a shortlist of respondents, coordinating interviews, developing rankings, and contract negotiations.

Feasibility Study Scope of Work

The selected consultant's precise scope of work for the project shall be negotiated and determined before the award of a professional services agreement. The guiding objectives and questions that require answers are summarized as follows:

- Is there a need for this type of facility in Mesquite?
- Who are the potential users?
- What age(s) of patrons could be expected to use the proposed type of facility?
- What recreation amenities should be offered?
- How could the facility be programmed to accommodate varied needs?
- What is the estimated user/programming capacity?
- What revenue generating opportunities are available for operational cost recovery?
- What is the anticipated timeline for completion?
- What other City services could be offered at this facility?
- What options could be considered to fund development of facility?

Tasks

The following is a summary of the tasks to be completed by the selected respondent:

1. Outcomes and Expectations

Establish framework and outcome expectations that confirm project goals, and objectives to help guide actions and decisions of the Consulting Team.

2. Community and Stakeholder Public Input

Conduct public meetings to gain consensus on desired amenities and programs. Collect qualitative data from key leadership and stakeholder meetings, focus groups, and public surveys.

3. Evaluate Existing Recreation Facilities

Review current facility operations and identify existing services, what services could be expanded or combined with the addition of a new facility.

4. Conduct Market Analysis & Needs Assessment

Assess the need for a new facility in Mesquite by analyzing the city's market and build-out population over the next five to ten years. Evaluation should gauge the demand for a new recreation center including potential for revenue programs and estimated attendance.

5. Competitive Market Analysis

Analyze all major direct and indirect service providers including public, not-for-profit, and private offerings administered in like facilities.

6. Identify Target Market Area and Location

Establish the service area accounting for population, income and spending, age, land use and connectivity options throughout City. Suggest location for new facility within South Mesquite.

7. Prepare Conceptual Design and Estimate Capital Cost

Based on requested amenities and recommended building size, propose a generic design, estimate capital construction cost including site development, escalation, soft costs, FFE, and contingencies. Propose construction completion timeline.

8. Capital Expense Funding Options

Suggest different strategies to secure funding for facility development costs including land acquisition and infrastructure development.

9. Expenditure Detail

Estimate potential operational costs, including but not limited to, utilities, maintenance and repair, insurance.

10. Revenue and Funding Detail

Project potential revenue streams and cost recovery options based on the building size, programming, and service area demographics.

11. Final Report and Facility Program

Based on the analysis and findings, assemble a detailed report that clearly meets the objectives of the requested scope of work including program requirements.

III. SELECTION PROCESS

City Staff will analyze and evaluate the Statements of Qualification (SOQ). Based on the evaluation criteria established for the project; a shortlist of candidates will be developed. The RFQ provides information necessary to prepare and submit qualifications for consideration and ranking. Based on this ranking, Staff will select the appropriate number of top ranked respondents. It may be necessary to interview several top respondents. The highest ranked firm, representing the most highly qualified provider of the needed services based on demonstrated competence and qualifications will be asked to submit a fee proposal to begin contract negotiations. In the event that Staff fail to reach a final contract with that firm, Staff will continue negotiations with the next most highly qualified firm and

will continue with one of the other firms until the selected vendor is awarded the negotiated contract.

Acceptance of evaluation methodology: By submitting its Qualifications in response to this RFQ, respondent accepts the evaluation process as outlined in Section IV and acknowledges and accepts that determination of the “most qualified” firm may require subjective judgments by City Staff.

Public information: All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act after the solicitation is completed and contract executed with the selected firm.

Firms associating with other firms is encouraged in order to bring specific expertise and experience to the project.

IV. REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

Any SOQ that does not meet all of the minimum requirements contained herein will be considered non-responsive and will not be evaluated. These minimum requirements are considered pass or fail criteria and includes:

1. SOQ must be received by the due date and time;
2. Certification must be signed and returned with SOQ; including acknowledgement of any addenda issued.

SOQ's that pass the minimum requirements listed above will be evaluated, rated, and ranked, in accordance with the criteria provided below. The City may request additional information, site visits, interviews, or presentations from the Firm as part of the evaluation process.

The City of Mesquite requires comprehensive responses to every section within this RFQ. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Firms with regard to content, but to assure that the specific requirements set forth in this RFQ are addressed in a uniform manner amenable to review and evaluation. The proposal format shall be clearly identified in the responses and conform to the criteria as outlined in “A” through “H” of each the criteria listed below.

A. Firm Introduction (5 points)

Briefly introduce the firm, providing a summary of the administration, organization and staffing, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement.

B. Demonstrate the competency and qualifications of the individual who will be directly responsible for the management and delivery of the proposed work (20 points)

The City is interested in the individual's experience as a project manager on projects similar to that described in the solicitation. Only one individual should be designated and must be a licensed architect in the State of Texas at the time of submission and must be employed by the Firm and

not by a sub-consultant. Demonstrate project management experience, technical competency, qualifications and compliance with legal requirements. Firm shall provide information on the following:

- (a) documented specialized design expertise demonstrating such specialized capabilities pertinent to similar work experience as described in the solicitation by the individual.
- (b) descriptions and examples of specific projects or studies of a similar nature by the individual as described in the solicitation and their role in the work.
- (c) educational background.
- (d) license status, to include Texas registration number and expiration date of architect, engineer, or surveyor assuming professional responsibility on the project or study.
- (e) formal project management training and any certifications or accreditations offered by the Project Management Institute.

C. Demonstrate the technical adequacy of the personnel and sub-consultants to be utilized for the proposed work (20 points)

The City is interested in the technical qualifications and experience of the individual project team members of the Firm or sub-consultant firms who will actually be performing work on the project or study described in the solicitation. Demonstrate technical competency, qualifications and compliance with legal requirements. Firm shall provide information on the following:

- (a) documented specialized design expertise demonstrating such specialized capabilities pertinent to similar work experience as described in the solicitation by the individuals.
- (b) descriptions and examples of specific projects or studies of a similar nature by the individuals as described in the solicitation and their role in the work.
- (c) educational background.
- (d) license status, to include Texas registration number and expiration date of architects, engineers, or surveyors performing work and supervising subordinates in the production of design or study efforts.

D. Demonstrate the experience of the Firm based upon previous work with similar projects (20 points)

The City is interested in the Firm's history with similar projects or studies as described in the solicitation. **List no more than five projects or studies meeting these criteria which have been completed within the last five years.** Include the project or study description, name of the team leader, description of the Firm's role, cost of the project or study, year of the work, and name and phone number of the agency contact who can respond to questions about the work. Firm shall provide information on the following:

- (a) applicability of projects or studies similar in nature as described in the solicitation.
- (b) role of firm with the project or study.
- (c) link to samples of completed studies.

G. Workload Capacity And History Of Performing Work Within A Specified Schedule (15 points)

The City is interested in the ability of the Firm to dedicate the necessary resources to complete the tasks described in the Scope of Work within a designated timeframe. City reserves the right to visit the location of the Firm to verify the capabilities and resources. Firm shall provide information on the following:

- (a) capabilities of the proposed project team and approach for handling multiple projects simultaneously at various stages of development.
- (b) demonstrate the Firm's ability to deliver projects within a specified schedule.

(c) contingency plan and ability of the Firm to sustain a loss of a key team member without compromising project quality, schedule or budget considerations.

H. Proposed Approach For The Master Planning Or Study (20 points)

The City is interested in the team's organizational structure and work plan for performing the Scope of Work. Firm shall provide information on the following:

- (a) organization and structure of the project team including percentage of work proposed to be done by sub-consultants.
- (b) work plan indicating detailed approach for accomplishing project.
- (c) approach to project management.
- (d) proposed project schedule identifying the duration of each phase of the work.

V. Submittal Requirements

SOQs shall be submitted online as a single PDF document via the Periscope Holdings at <https://bidsync.com>. SOQs must provide a straightforward, concise description of the firm's ability to meet the requirements of this RFQ. SOQ's are strictly limited to a maximum of ten (10) pages plus one example of a completed feasibility study of similar scope. Pages shall be single-sided with a maximum size of 8-1/2 x 11 and a minimum 12-point font. The City reserves the right to deem submittals that exceed the ten (10) page limit as non-responsive, and the firm will not be considered for the project. The following items will not count towards the ten (10) page limit:

- Front cover page
- Table of contents
- *Tabs/dividers
- *Certification page (acknowledge addenda on this page)
- Example of completed feasibility study

*In order to be considered a qualified tab or divider sheet, the page may have a description (i.e., Project Team, Experience, etc.) or a numeral on the divider tab only. Divider pages which have photos, graphics, text, etc. will be counted as pages. The total number of addenda issued for this RFQ (if applicable) shall be acknowledged on the Certification page and not included in SOQs.

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.

RFQ 2024-081 EVALUATION SCORING MATRIX			
<u>An Evaluation Team consisting of City Staff shall review the information provided and score the information using the following:</u>			
<u>SELECTION CRITERIA:</u>			
	<u>POINTS</u>		<u>SCORE</u>
<u>1. FIRM INTRODUCTION</u>	<u>5</u>	=	
<i>Briefly introduce the firm, providing a summary of the administration, organization and staffing, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement.</i>			
<u>2. Competency and Qualifications</u>	<u>20</u>	=	
<i>Outline project manager’s experience on similar projects. Only one individual should be designated and must be a licensed architect in the State of Texas at the time of submission and must be employed by the Firm and not by a sub-consultant.</i>			
<u>3. PROPOSED PROJECT STAFF</u>	<u>20</u>	=	
<i>Provide names and qualifications of the key staff involved in project. Evaluation is based on their specialty and depth of experience with similar type projects. Need to demonstrate creativity and ability to perform their assigned responsibility in a timely manner and within budget.</i>			
<u>4. EXPERIENCE BASED ON PREVIOUS WORK</u>	<u>20</u>	=	
<i>Outline Firm’s history with similar projects or studies as described in the solicitation. List no more than five (5) projects or studies meeting these criteria which have been completed within the last five years. Include the project or study description, name of the team leader, description of the Firm’s role, cost of the project or study, year of the work, and references.</i>			
<u>5. WORKLOAD CAPACITY WITHIN SPECIFIED SCHEDULE</u>	<u>15</u>	=	
<i>Demonstrate the Firm’s ability to dedicate the necessary resources to the work described in the Scope of Work and to deliver projects within a specified schedule.</i>			
<u>6. PROPOSED APPROACH</u>	<u>20</u>	=	
<i>Describe organizational structure and work plan for performing the Scope of Work.</i>			
<u>TOTAL POSSIBLE SCORE</u>	<u>100</u>	=	

VI. 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.

VII. DUE DATE AND CONTACT

One (1) original and one (1) copy of the Statement of Qualifications are required. STATEMENTS OF QUALIFICATIONS are to be delivered by **2:00 P.M. on Wednesday, February 8, 2025**, to:

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

For technical questions concerning the Request for Qualifications, you may contact:

Elizabeth Harrell
Director of Parks and Recreation
eharrell@cityofmesquite.com

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

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. 28, 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)-2) with a local governmental entity and the vendor meets requirements under Section 176.005(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)-(4), 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 178 of the Local Government Code may be found at <http://www.statutes.legia.state.tx.us/Docs/LG/htm/LG.178.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

**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

For Architectural Service Contracts in the Amount of \$50,000 or less:

- General Liability for bodily injury, death, or property damage with minimum limits of \$1,000,000 per Occurrence, \$1,000,000 General Aggregate, \$1,000,000 Products/Completed Operations Aggregate.
- General Liability for bodily injury, death, or property damage with minimum limits of \$1,000,000 per Occurrence, \$1,000,000 General Aggregate, \$1,000,000 Products/Completed Operations Aggregate.
- Professional Liability/Errors & Omissions coverage with minimum limits of \$500,000 per Claim (with no less than a two-year ERP).
- Auto Liability with minimum limits of \$500,000 Combined Single Limit.
- The Certificate(s) must include a statement listing the City of Mesquite, Texas as additional insured on the General Liability coverages.
- Employers Liability with minimum limits of \$100,000 Occupational Disease, \$100,000 per Accident, and \$100,000 per Employee.
- The Certificate must include a statement providing a Waiver of Subrogation on the Employer's Liability, as well as the General Liability coverage.
- All Certificates must provide for at least 30-day's notice of cancellation and bear an authorized signature.
- All deductibles, self-insured retentions must be noted on the Certificates.
- Claims-made policies are only acceptable for the Professional Liability policy.
- Declarations or copies of policies, in addition to a certificate of insurance, must be provided if requested by the City.
- All coverages must be afforded by a carrier that is licensed or authorized to sell insurance in Texas and have an AM Best rating of A- and a financial solvency rating of VII or better.

For Architectural Service Contracts in an Amount greater than \$50,000:

- General Liability with minimum limits of \$1,000,000 per Occurrence, \$1,000,000 General Aggregate, \$1,000,000 Products/Completed Operations Aggregate.
- General Liability must include coverage for Premises and Operations, Products and Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, and Personal/Advertising Injury.

- Professional Liability/Errors & Omissions coverage with minimum limits of \$1,000,000 per Claim (with no less than a two-year ERP).
- Auto Liability with minimum limits of \$500,000 Combined Single Limit required.
- The Certificate(s) must include a statement listing the City of Mesquite, Texas as additional insured on the General Liability coverages.
- Employers Liability with minimum limits of \$100,000 Occupational Disease, \$100,000 per Accident, and \$100,000 per Employee.
- The Certificate must include a statement providing a Waiver of Subrogation on the Employer's Liability, as well as the General Liability coverage.
- All Certificates must provide for at least 30-day's notice of cancellation and bear an authorized signature.
- All deductibles, self-insured retentions must be noted on the Certificates.
- Claims-made policies are only acceptable for the Professional Liability policy.
- Declarations or copies of policies, in addition to a certificate of insurance, must be provided if requested by the City.
- All coverages must be afforded by a carrier that is licensed or authorized to sell insurance in Texas and have an AM Best rating of A- and a financial solvency rating of VII or better.

REFERENCES

Five (5) Professional References (Include: Name, Address, Phone No., Email Address, Dates, Work Description and Contract Amounts.)

1. _____

2. _____

3. _____

4. _____

5. _____

CONTRACTOR'S SIGNATURE PAGE

RECREATION CENTER FEASIBILITY STUDY

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

I certify that _____ and its response comply with the specifications.
(Name of Organization)

Signature

Type/Print Name

Title

Email

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.

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. 2024-081

Recreation Center Feasibility Study

- (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: _____
City Attorney

(CONSULTANT)

By: _____

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