MESQUITE
TEXAS
Real. Texas. Service.

January 11, 2018

ADDENDUM NO. 1

ANNUAL FACILITY MAINTENANCE, TIME AND MATERIAL, REPAIR AND REMODELING CONTRACT

BID NO. 2018-037

Bidders are directed to revise and incorporate into their bid the following change(s) in bid specifications.

1. The Bid Bond requirement referenced on page 5 and the page listed after that as page 33 shall be deleted from this solicitation. A Bid Bond or Cashier's Check shall not be required for this solicitation and should not be submitted with the bid response.

2. Replace entire bid package as the bid specifications and the pages have been modified and renumbered and are attached to this addendum.

If you should have any other questions, do not hesitate to contact the Purchasing Office at 972-216-6201, or email purchasing @cityofmesquite.com.

Ryan Williams
Manager of Purchasing

ACCEPTANCE:

We, the undersigned, do hereby acknowledge receipt of this Addendum No. 1 to Bid No. 2018-037; Annual Facility Maintenance, Time And Material, Repair And Remodeling Contract, and agree to the instructions herein written.

_____
Company Name

_____
Authorized Signature

_____
Date

MESQUITE
TEXAS
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INVITATION TO BID (ITB) NO. 2018-037

CLOSING DATE AND TIME: THURSDAY, FEBUARY 1, 2018 - 2:00 P.M.

ANNUAL FACILITY MAINTENANCE, TIME AND MATERIAL, REPAIR AND REMODELING CONTRACT

BIDS SHALL BE SUBMITTED ON THIS FORM

The City of Mesquite, Texas, invites, mailed or hand delivered bids from all qualified vendor(s) desiring to bid on the Annual Facility Maintenance, Time and Material, Repair and Remodeling Contract(s) complying with the following specifications as listed herein.

A pre-bid conference will be held at **11:00 a.m. on Wednesday, January 24, 2018** at **Fire Administration Conference Room** located at **1515 N. Galloway Avenue, Mesquite Texas 75149.** Although it is not required, prospective bidders are encouraged to attend this conference to review the site conditions.

Address bids to Ryan Williams, Manager of Purchasing, City of Mesquite, P.O. Box 850137, Mesquite, Texas 75185-0137. Mark envelope in lower left corner "ITB NO. 2018-037; Annual Facility Maintenance, Time and Material, Repair and Remodeling Contract," so the bids will not be opened until the appointed hour. Bids may also be submitted by courier or hand delivered **in a sealed envelope** to Ryan Williams, Manager of Purchasing, City of Mesquite, 1515 N. Galloway Avenue, Mesquite, Texas 75149. Bids submitted must be received before bid closing on **Thursday, February 1, 2018 at 2:00 p.m.** Faxed or emailed bids will not be accepted on sealed bids.

GENERAL CLAUSES AND CONDITIONS

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

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

3. Protection of Resident Workers: The City of Mesquite actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and

controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

4. Laws and Ordinances: The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work, and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

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

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

7. Bidder shall attach official documentation from the State of Texas or other qualified certification agency of M/WBE status of your company with bid/proposal. This data is for informational purposes only and will not affect the bid award.

8. 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.

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

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

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

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

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

14. This Contract may be terminated at any time with thirty-(30) day's written notice by either the City of Mesquite or successful bidder.

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

16. Bidder shall complete all information requested and blanks provided shall be filled in on the bid sheet. Failure to completely describe the merchandise being bid may result in rejection of your bid.

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, bidder shall state wherein the merchandise fails to meet these specifications. Failure to completely describe the merchandise being bid may result in rejection of your bid.

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

20. Award of contract shall be made to multiple Bidders on an "item by item" or "all or nothing" basis at the discretion of the City of Mesquite.

21. Orders shall be placed on an "as-needed" basis at the discretion of the City of Mesquite.

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

23. Cooperative Purchasing: As permitted under the Texas Local Government Code, Chapter 791025, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the City of Mesquite and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Mesquite shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

    Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the City of Mesquite _____Yes _____No.

24. The insurance requirements are included in the bid document. Bidders agree to provide and to maintain the required types of insurance for the term of the contract. An original certificate of insurance will be required within 10 business days by the apparent low bidder once notification has been received.

25. All BIDDERS must submit, with bid, either a Bid Bond, on the form provided herein, a Cashier's or Certified Check in the amount of five percent (5%) of the total bid.

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

27. This project is being evaluated utilizing a **"Best Value"** method. Bid will be awarded through the Selection Criteria detailed in the invitation to bid documents.

SPECIAL PROVISIONS

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

2. The successful 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.

3. The emergency response time following notification will be used in evaluating the bid for all trades (HVAC, Plumbing, Electrical, Overhead Door Repairs, Glass Replacement, Roofing and Building Automation Controls). The City of Mesquite would like a guarantee that the City will be given priority service.

4. 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.

5. 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.

6. Services or products under the Contract Documents shall not be performed or manufactured by any worker that is not legally eligible to perform such services or employment.

7. All questions must be submitted via fax at 972-216-6397 or email by **12:00 Noon on Friday, January 26, 2018** 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.

Bid Check List:

- ❑ Conflict of Interest Form
- ❑ Non-Exclusion Affidavit for General Contractors
- ❑ Prohibition on Contracts with Companies Boycotting Israel – House Bill 89 Form
- ❑ Qualification Statement of Bidder
- ❑ References
- ❑ A **certified copy** of the Contractor's **current** license for all trades requiring licensing that includes the following trades:
  Class A License for HVAC Trade
  Master Plumber License\
  Master Electrician License
  Irrigator's License
- ❑ Schedule of Bid items
- ❑ Contractor Signature Page

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/conflict_forms.htm
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

FORM CIQ

For vendor doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY
Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

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

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Standards of Conduct

The City of Mesquite conducts business with the public, business partners, vendors and contractors under a set of rules to ensure that all City officials and employees discharge their duties in a manner designed to promote public trust and confidence in our city. This code of ethics, titled Standards of Conduct, is taken from the Mesquite City Code, Chapter 2, Art. IV, Sec 2-123.

The City wants you to be aware of the rules that its employees are required to follow while performing their services to you. A violation of state or federal statutes may occur if these rules are broken. It is hoped that by outlining these rules for you, your experience in dealing with the City of Mesquite will be both rewarding and satisfactory.

Acceptance of Gifts or Gratuities

Accepting gifts or gratuities by employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

- Please do not offer employees any gift, loans or any other thing of value.
- Employees may not receive any fee or compensation for their services from any source other than the City, so please don't offer.
- Please do not offer to buy meals for employees.
- Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
- Letters to supervisors for exceptional service by employees are always welcome.

Conflicts of Interest

Employees are prohibited from engaging in any outside activities that conflict with, or have the appearance of conflicting with, the duties assigned to them in the employment of the City.

- Please do not ask employees for any special favor or consideration that is not available to every other citizen.
- Please do not ask an employee to disclose any information that is not available to every other citizen through normal public information channels.
- Please do not offer to compensate the employee by offering to hire, or do business with any business entity of the employee or family member
- Do not ask employees to represent you or your company or make any recommendations on your behalf other than those that are a part of their official duties with the City.
- Please do not ask employees to endorse the products or services of your company.
- Please do not ask employees to hand out or post advertising materials.

Solicitation by City Employees

Employees may not solicit gifts, loans, or any other items of value from people doing City business that will be used by them personally.

- If you are asked to pay a fee for services that you believe is improper or illegal, please contact the City's ethic's officer at **972-329-8723**. (payments should only be made to designated cashiers or clerks)
- Employees are prohibited from taking retaliatory action against you for failing to comply with any request unless the request is within the scope of the employee's official duties for the City.

Use of City Equipment, Facilities and Resources

Use of City equipment, facilities and resources is authorized only for City purposes and for those activities permitted by City ordinance and policy.

- Please do not ask employees to use City equipment to run errands or perform tasks for your benefit.
- Employees may not perform tasks, nor conduct any business not related to their official duties while on City time.

Your Rights and Expectations

When dealing with employees of the City of Mesquite you have the right to honest, fair and impartial treatment. You may expect prompt, courteous and professional service from our employees who are expected to understand and practice good customer service skills. Employees are tasked to uphold the public trust through the ethical performance of their duties. We understand that the enforcement of regulatory guidelines and codes may sometimes be a cause for concern; however, you may rest assured that we are responsible to all of the citizens of Mesquite and our goal is to serve them to the best of our ability.

Should you have any concerns or questions concerning this information or the conduct of any of our employees please contact the City's ethics officer at 972-329-8723. All calls to the City's ethics officer are confidential and your name (or any other identifying information) will not be disclosed.

Cliff Keheley
City Manager

Non-Exclusion Affidavit for General Contractors

Federal, state, and local government agencies, not-profits, and other organizations that use federal money to fund

all or part of any program or project are required to follow specific requirements regarding the use of such federal funds. One of these requirements is that no contract, subcontract, grant, financial assistance, or other forms of assistance provided using federal funds may be awarded to individuals or entities that have been suspended, debarred, or otherwise excluded from participation in federally funded programs.

The U.S. federal government maintains a Web site known as the "System for Award Management" (SAM) at www.sam.gov. One of the purposes of the SAM Web site is to provide a comprehensive list of all individuals, firms, and other entities that have been suspended, debarred, or otherwise excluded from participation in federally funded contracts, subcontracts, grants, etc. SAM provides a simple means of helping government, non-profit agencies, and other organizations ensure that they do not award federally-funded grants, contracts, subcontracts, or other financial or non-financial benefits to any individual, firm, or other entity that has been excluded by any agency from participation in such federally funded activities.

I, _____ (Contractor Representative), hereby certify that neither I nor _____ (Name of the company or organization I represent) nor any subcontractors that I or said company may employ to work on any federally funded activity have been suspended, debarred, or otherwise excluded by any federal agency from participation in any federally funded activity. I further acknowledge my understanding that, before entering into a contract with me or with the company or organization I represent, City of Mesquite staff will perform a search on www.sam.gov to verify whether I, the organization I represent, or any subcontractors I may employ to work on any federally funded activity, have been excluded from participation in any federally funded activity.

_____ _____

Signature of Contractor Representative Date

Sworn to and subscribed before me this _____ day of _____, 20_____

_____

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

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it 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 sole proprietorship, 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.

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 (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.

_____
Signature of Certifying Official

_____
Title

_____
Date of Certification

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INSURANCE VERIFICATION PROGRAM
LETTER OF AUTHORITY

TO: All Awarded Vendors

RE: Insurance Verification

Dear Vendor:

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

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

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

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

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

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

INSURANCE

A. AMOUNTS OF INSURANCE

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

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

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

B. OTHER INSURANCE REQUIREMENTS

The Contractor understands that it is its sole responsibility to provide the required Certificate and that failure to comply within 10 business days after notice of award and according to the requirements of this article shall be a cause for termination of this Contract.

For any pesticide spraying performed, the City of Mesquite will require the successful bidder to carry Pollution Liability Insurance and Environmental Impairment Liability Insurance.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City, as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.
The Contractor further agrees that with respect to the above required insurances, the City shall:

1. Be named as additional insured/or an insured, on all required insurance except workers' compensation. Blanket Endorsements are acceptable in meeting this requirement if copies of the endorsements are provided along with the certificate. If using a form that has specific boxes labeled for additional insured, checking those specific boxes is acceptable in meeting this requirement as well.

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 with either their original Certificate of Insurance or their insurance policy evidencing the above requirements. Thereafter, new certificates or copies of the policies shall be furnished prior to the expiration date of any prior certificate.

C. ADDITIONAL WORKER'S COMPENSATION INSURANCE REQUIREMENTS

1. Definitions:
Certificate of coverage ("certificate") A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement showing statutory Worker's Compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractors'/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project (subcontractor" in 406.096) - includes all persons or entitles performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements. Which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.

3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

4. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

5. The contract shall obtain from each person providing services on a project, and provide to the governmental entity:

(a) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage for all persons providing services on the project; and

(b) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

QUALIFICATION STATEMENT OF BIDDER

(TO BE SUBMITTED WITH BID)

City of Mesquite
Building Service
P.O. Box 850137
Mesquite, Texas 75185-0137
972-329-8955
972-329-8353 FAX

Bidder: _____ Date: _____

Check One:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture

Name: _____ Partner: _____

Address: _____ Address: _____

City: _____ City: _____

Phone: _____ Phone: _____

If the Proposer is a corporation, fill out the following:

State and County of Incorporation: _____

Location of Principal Office: _____

Contact Person(s) at Office: _____

Phone: _____ Fax: _____

List Officer of the Corporation and person(s) authorized to execute Contracts on Behalf of the Corporation:

Name: _____ Title: _____

Name(s) of any Licensed or
Certified Professionals: _____

License/Certificate No.: _____

How many years has your organization been in business? _____

Has your company previously performed work under a time and material contract? _____

REFERENCES

List major projects of the type of work qualifying for or similar work completed in the last three years. Give the following information for each project:

1. Project: _____

   City: _____

   Contact Person: _____ Phone: _____

   Date of Completion: _____ Contract Price: _____

2. Project: _____

   City: _____

   Contact Person: _____ Phone: _____

   Date of Completion: _____ Contract Price: _____

3. Project: _____

   City: _____

   Contact Person: _____ Phone: _____

   Date of Completion: _____ Contract Price: _____

4. Project: _____

   City: _____

   Contact Person: _____ Phone: _____

   Date of Completion: _____ Contract Price: _____

5. Project: _____

   City: _____

   Contact Person: _____ Phone: _____

   Date of Completion: _____ Contract Price: _____

List incomplete projects, including the following information for each incomplete project listed:

Project: _____

City: _____

Contact Person: _____ Phone: _____

Value of Incomplete Work: _____ Contract Price: _____

Project: _____

City: _____

Contact Person: _____ Phone: _____

Value of Incomplete Work: _____ Contract Price: _____

Municipal Reference:

City: _____

Contact Person: _____ Title: _____

Address: _____ Phone: _____

SUBCONTRACTOR ACKNOWLEDGEMENT

Building Services
PHONE: 972-329-8355
FAX: 972-329-8353
City of Mesquite
P.O. Box 850137
Mesquite, Texas 75185-0137

Name of Authorizing Contractor: _____

Name of Subcontractor:_____

Address:_____

City:_____

Phone:_____

How many years of experience do you have in the trade that you are being hired for?_____

Have you or your company previously performed work under a time and material contract?_____

I, _____, acknowledge that I am legally and technically qualified to perform the duties of the job that I have accepted to perform on behalf of the Contractor. I also confirm that I am committed to perform all duties completely and accurately in a manner that will render the services required for this job.

_____ _____

SUBCONTRACTOR SIGNATURE DATE

BID AWARD CRITERIA:

Award: The City of Mesquite shall award the bid to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. In determining the "best value," the following criteria will be considered as amended in section 252.043 of the Texas Local Government Code:

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

If the City decides to use the "best value" evaluation, the point ratings will be as follows:

Price - 40 points (percent);
Equipment Stock and Age – 10 points (percent)
Bidder's past relationship with the City of Mesquite - 15 points (percent);
Experience/References - 35 points (percent).

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

Price - (40 points) the bidder with the lowest price receives the maximum score. The bidder with the next lowest price receives points based on dividing its price into the next lowest price and multiplying that percentage by the available points. For example, assume $50,000 is the low offer, then that bidder would receive 40 points ($50,000/$50,000=1.00x40=40). Assume $55,000 is the next low offer, then that bidder would receive 35 points ($50,000/$55,000=0.91x40=36.4), etc.

Equipment Stock and Age - (10 points) 10 points will be the maximum point value given to the bidder. The bidders point value will be based on their measured score. Evaluation of the bidder's measured score is the condition, volume, type and age of the bidder's equipment as provided on the Equipment List and as evaluated based upon visual inspection by City representatives. A part of this may also be other information required such as equipment maintenance and service records, etc.

Bidder's Past Relationship with the City of Mesquite - (15 points) 15 points will be the maximum point value given to the bidder. The bidders' value will be based upon their measured score. Evaluation of the bidder's measure of successful past relationship with the City of Mesquite.

Experience/References - (35 points) 35 points will be the maximum point value given to the bidder with the greatest amount of experience in providing landscape and grounds maintenance services for municipalities and or information provided by the bidders' references. The bidders point value will be based on their measured score.

BID REQUIREMENTS

Inspection of Projects

The undersigned bidder declares that he shall personally inspect the site where the work is to be performed and that he shall be informed of all:

(1) Surface and subsurface conditions, constraints, and facilities, which may in any way affect the work, in terms of cost, time, and/or construct ability;
(2) Quantities, types, and natures of materials to be incorporated into the work;
(3) Types and specialties of equipment, tools, labor, and superintendent required to perform the work;
(4) Other matters which in any way will affect the work and/or the performance of the work.

Contractor submits as guarantee that he will execute and issue the required contracts, bonds, insurance, and other required agreements and documents, as set forth under the contract, and general and special provisions of agreement, cashier's check or bid bond payable in full without conditions and upon demand to the City of Mesquite.

Contractor understands and agrees that, should he fail to execute and issue the contract, bonds, insurance, other agreements, and other documents as set forth under the general and special provisions of agreement pertinent to this bid, the City will cash or demand payment under the bid bond for payment of agreed upon liquidated damages. Contractor understands and agrees that, for bidding purpose only, liquidated damages shall be 5% of the Contractor's bid proposal, and that upon execution of the Contract, liquidated damages shall be as stated in the General Conditions.

Bidder's Subcontractor Commitments

The undersigned bidder declares that they shall only employ a subcontractor that is legally certified and licensed to perform all operations required by a a particular job. Subcontractors are required to be experienced in the operations that they are engaged to perform.

The Contractor will adhere to the federally determined prevailing wage rates, set forth by the U.S. Department of Labor. These rates can be viewed on the General Provisions link provided on page 19.

Each subcontractor that the Contractor proposes to use will be evaluated for approval based on the following: a) whether the proposed subcontractor possesses the trade license that the job requires; b) whether the proposed subcontractor has the necessary experience to perform the job; and c) a signed statement by each subcontractor that they are committed to render the services required for the project.

The City reserves the right to reject any subcontractor who fails to meet the qualifications outlined herein. No substitution for any subcontractor previously approved by the City shall be made by the Contractor without prior written approval by the City.

TECHNICAL SPECIFICATIONS

The purpose of this bid is to establish competitive contracts for facility maintenance, renovations, additions and miscellaneous construction tasks throughout the City of Mesquite including park facilities to be used on an as-needed basis. Bidders are required to provide labor rates and mark-up percentages. These rates and percentages shall be understood to compensate contractors for salaries, insurance, overhead, licenses, permits as required, capital expenditures, equipment, equipment rental and all other expenses associated with performing the work requested in accordance with contracts General Provision, Terms and Scope of Work for the specific task.. These rates and percentages shall also be the basis for any additional work requested on each project. All contractors supplying prices shall be established contractors whose primary business is the trade category being bid. Sub-contracting work is permitted within the guidelines set forth in the terms and conditions, insurance requirements and bid requirements of this solicitation. All contractors agree to provide materials and services as soon as reasonably possible upon written approval to proceed and in accordance with the schedule provided. In the event the successful contractor is unable to provide services during the time frame required, the City of Mesquite has the right to use another contractor that can meet the response time.

This bid may be awarded to one or more bidders. Once the bid is awarded and projects are identified, contractors awarded this bid will be required to review the work and provide a project price on the basis of rates and percentages included in this bid. Bidders are required to bid materials on a mark-up basis from the price charged to them. Rental equipment charges shall be invoiced at the standard rate without percentage mark-up. A copy of the invoices or similar documentation for all materials and equipment used for each project must accompany each invoice. The City of Mesquite will not be responsible for replacement of small tools or equipment. Time sheets or similar documentation identifying the name and title of each person that worked on the project must also accompany each invoice. Invoices lacking the appropriate backup information will not be processed for payment until all documentation is received and verified.

Bidders are required to provide the trade/skilled labor rate per hour as well as the helper or manual/unskilled labor rate per hour. All labor rates shall be considered fully burdened. Labor rates charged shall be for actual time on the job. No travel time charges will be considered.

Prices bid on each project must be firm or "not to exceed" proposal and will be considered as "turnkey" for each trade. The bid shall represent all charges to be paid unless specified in writing in advance.

A standard workday is eight (8) hours per day. No work will be permitted on Saturdays, Sundays, Holidays or off-hours except as required and authorized by the City of Mesquite. Breaks shall be consistent with the City of Mesquite practice and policy.

All bidders shall submit, with their bid, a list of previous projects of a like scope and condition with reference contact name and phone number. Bidders shall provide years of experience in working with golf course irrigation. E.g. Flowtronex Pump station, Rainbird PARS48+ Controller, Rainbird 700 and 900 Series Golf Rotors.

A **certified copy** of the Contractor's **current** license and licenses for all trades *requiring licensing* that the contractor intends to employ shall be supplied to the City of Mesquite with submission of this bid. Failure to provide a copy of current license may result as an incomplete bid. The trades include:

- Heating, Venting and Air Conditioning – current Class A license
- Plumbing – current Master's Plumbing license
- Electrical – current Master's Electrician's license
- Irrigation – current Irrigation license

The Contractor will provide an after-hours phone number in case of an emergency. Bidders shall state the amount of time for emergency response. Response time will be used in evaluating bids.

The Contractor shall provide an updated list of all vendor personnel or subcontractors at each job site and comply with all safety and security measures required by the City, including Occupational Safety and Health Administration (OSHA), State and County Safety and Health Code and any other applicable rules and regulations.

BID ITEM DESCRIPTIONS

The following is a brief outline for Heating, Venting and Air Conditioning:
Maintenance, repair or replacement of cooling towers, chillers, roof top units, package units, VFD's, compressors, pumps, motors, chill and hot water piping systems, insulating, fan coil units, split systems, boilers, thermostats and relating wiring, replacement of duct work, curbs and curb adapters and exhaust and venting systems.

The following is a brief outline for Plumbing:
Maintenance, repair or replacement of sewer lines and drain systems, removal and replacement of domestic water lines that is located in both inside and outside of buildings, repair, installation and modifications of gas lines, installation or replacement of RPZ backflow devices, hot water heaters and amenities for restrooms and kitchens. In the event of working outside, all ground conditions will be restored to its original condition.

The following is brief outline for Glass:
Maintenance, repair, replacement and installation of all glass related components. Components consists of temporary securing openings in windows, doors, storefronts; broken glass removal and installation, replacement and installation of storefronts, doors, hardware repairs, weatherproofing and various window tinting.

The following is brief outline for HVAC Controls:
Maintenance, repair, programming, troubleshooting of various Building Management Systems (BMS). The current controls are Johnson Controls powered by Niagara. Each BMS system control the following equipment; air handlers, boilers, room temperatures and thermostats, roof top units, split systems, package units, gas furnaces, chillers, cooling towers, chill and hot water pumps, motors, condensing units, condenser water pumps, fan coil units and variable frequency drives (VFD's).

The following is brief outline for Fencing:
Maintenance, repair, replacement and installation of chain link fencing, wood fencing and masonry fencing. Hole auguring and concrete work may be required with installations. Accessories for fencing include line post, corner post, top rail, gates, hardware and other related fencing components.

The following is brief outline for Electrical:
Maintenance, repair, installation and replacement of various electrical components in and around City facilities. Work performed may consist of outside or inside duties. Perform underground electrical line locates and repairs, parking light repairs, submersible lighting repairs, ballfield high-mast lighting repairs and installation, installation of Musco lighting control, installation of additional circuits, panels, disconnects and make-ready for new service.

The following is brief outline for Overhead Doors:
Maintenance, repair, installation and replacement of various overhead doors in and around City facilities. Locations include the Service Center, Airport hangar doors, (7) Fire Stations and Support Facility, Golf Course, Animal Shelter and Convention Center/Exhibit Hall. Various tasks include replacement of door operators, controls and electronic components, motors, cables, tracks, rollers, chains, safety edges and electronic beams, push buttons and release cord.

The following is brief outline for Irrigation:
Maintenance, repair, installation and replacement of various irrigation components at City facilities, parks, medians and golf course. Work will be performed in all weather conditions. Perform 24-volt line locates, repair or replace lateral lines and main lines from ½" to 10" (gasket and solvent weld), repair or replace irrigation controllers, repair or replace irrigation heads from spray heads to large golf rotors, repair or replace electric

valves from 1" to 4", perform maintenance on Flotronex pump station, repair or replace 24-volt electrical wiring and repair, replace and test DCA and RPZ backflow devices. **Park Services Division maintenance request response time must be 48 hours or less. Golf Course maintenance request response time must be the same day.**

The following is a brief outline for Park Improvement:
Maintenance, repair, installation and replacement of playground equipment, surfacing material, general landscaping, concrete paving/sidewalks, gravel, river rocks, masonry planters/columns/walls on concrete footing and signage.

The following is a brief outline for Interior Facility work:
Maintenance, repair, installation and replacement of paint, wall covering, wood finishing, drywall repairs, minor wall construction, flooring (carpet, Luxury tile, Vinyl tile, special sports flooring), ceilings, minor modifications to fire alarm and sprinkler system, countertops, cabinets, doors and hardware and interior lighting.

GENERAL PROVISIONS

General Provisions can be obtained through the City of Mesquite's Purchasing Division located at 1515 N. Galloway Avenue or by linking to the City of Mesquite's website at www.cityofmesquite.com – Department Information – Purchasing Division. For additional information, contact the Purchasing Division at 972-216-6201.

SCHEDULE OF BID ITEMS

ANNUAL FACILITY MAINTENANCE, TIME AND MATERIAL, REPAIR AND REMODELING CONTRACT

PLEASE PROVIDE A PRICE QUOTE FOR THE FOLLOWING:

For acquisition, delivery, installation, materials, labor, cleanup, incidentals and all appurtenances, and guarantee, all per plans, specifications, complete and in place. In the event of additions/deletions to the contract items, the price per unit shall be used to determine change order amounts.

ITEM NO.	QTY.	UNIT	DESCRIPTION	TOTAL
1.	1	LS	**General Carpenter, Drywall: Tape and Bed, Texture, Painting, Wall Covering**	
			General Labor:	Hourly Rate
			Standard work week	$_____
			Overtime weekdays and Saturday	$_____
			Overtime Sunday and Holidays	$_____
			Subcontractor's Markup Cost (if applicable)	$_____
2.	1	LS	**Floor Tile**	
				Per Square Foot
			Commercial Grade VCT/LVT Installation	$_____
			Removal and disposal of existing tile	$_____
			Removal and disposal of existing carpet	$_____
			Rubber cove base installation per lineal foot	$_____
			Installation of Floor float/leveler	$_____
			Subcontractor's Markup Cost (if applicable)	$_____
3.	1	LS	**Carpet**	
				Per Square Foot
			Carpet tiles installed	$_____
			Roll carpet installed	$_____
			Removal and disposal of existing tile	$_____
			Removal and disposal of existing carpet	$_____
			Subcontractor's Markup Cost (if applicable)	$_____
4.	1	LS	**Floating Floor (Laminate Wood Flooring**	
				Per Square Foot
			Installation	$_____
			Subcontractor's Markup Cost (if applicable)	$_____
5.	1	LS	**Heating, Venting and Air Conditioning**	
			Superintendent:	Hourly Rate
			Standard work week	$_____
			Overtime weekdays and Saturday	$_____
			Overtime Sunday and Holidays	$_____

			Technician: Standard work week Overtime weekdays and Saturday Overtime Sunday and Holidays Helper: Standard work week Overtime weekdays and Saturday Overtime Sunday and Holidays Subcontractor's Markup Cost (if applicable)	Hourly Rate $_____ $_____ $_____ Hourly Rate $_____ $_____ $_____ $_____
ITEM NO.	QTY.	UNIT	DESCRIPTION	TOTAL
6.	1	LS	**Plumbing** Master Plumber: Standard work week Overtime weekdays and Saturday Overtime Sunday and Holidays Journeyman: Standard work week Overtime weekdays and Saturday Overtime Sunday and Holidays Helper: Standard work week Overtime weekdays and Saturday Overtime Sunday and Holidays Subcontractor's Markup Cost (if applicable)	Hourly Rate $_____ $_____ $_____ Hourly Rate $_____ $_____ $_____ Hourly Rate $_____ $_____ $_____ $_____
7.	1	LS	**Electrical** Master Electrician: Standard work week Overtime weekdays and Saturday Overtime Sunday and Holidays Journeyman: Standard work week Overtime weekdays and Saturday Overtime Sunday and Holidays Helper: Standard work week Overtime weekdays and Saturday Overtime Sunday and Holidays Subcontractor's Markup Cost (if applicable)	Hourly Rate $_____ $_____ $_____ Hourly Rate $_____ $_____ $_____ Hourly Rate $_____ $_____ $_____ $_____

ITEM NO.	QTY.	UNIT	DESCRIPTION	TOTAL
8.	1	LS	**Overhead Door Repair** Technician: Standard work week Overtime weekdays and Saturday Overtime Sunday and Holidays Helper: Standard work week Overtime weekdays and Saturday Overtime Sunday and Holidays Subcontractor's Markup Cost (if applicable)	 Hourly Rate $_____ $_____ $_____ Hourly Rate $_____ $_____ $_____ $_____
9.	1	LS	**Glass Replacement** Technician: Standard work week Overtime weekdays and Saturday Overtime Sunday and Holidays Helper: Standard work week Overtime weekdays and Saturday Overtime Sunday and Holidays Subcontractor's Markup Cost (if applicable)	 Hourly Rate $_____ $_____ $_____ Hourly Rate $_____ $_____ $_____ $_____
10.	1	LS	**Roofing** Composition Roofing Removal, proper disposal and replacement Tar and Gravel Roofing Removal, proper disposal and replacement Roof Coating All inclusive surface preparation and coating Roof Repairs Installation of metal edging and wall flashing Subcontractor's Markup Cost (if applicable)	 Per Square Foot $_____ Per Square Foot $_____ Per Square Foot $_____ Hourly Rate $_____ Per Lineal Foot $_____ $_____

ITEM NO.	QTY.	UNIT	DESCRIPTION	TOTAL
11.	1	LS	**Building Automation Controls** Service Technician Standard work week Overtime weekdays and Saturday Overtime Sunday and Holidays Engineering and Programming Standard work week Overtime weekdays and Saturday Overtime Sunday and Holidays Subcontractor's Markup Cost (if applicable)	 Hourly Rate $_____ $_____ $_____ Hourly Rate $_____ $_____ $_____ $_____
12.	1	LS	**Irrigation** Irrigator: Standard work week Overtime weekdays and Saturday Overtime Sunday and Holidays Labor/Helper: Standard work week Overtime weekdays and Saturday Overtime Sunday and Holidays Subcontractor's Markup Cost (if applicable)	 Hourly Rate $_____ $_____ $_____ Hourly Rate $_____ $_____ $_____ $_____
13.	1	LS	**Water treatment of HVAC cooling towers and loop systems** Technician: Standard work week Overtime weekdays and Saturday Overtime Sunday and Holidays Subcontractor's Markup Cost (if applicable)	 Hourly Rate $_____ $_____ $_____ $_____
14.	1	LS	**Landscaping** Landscaper: Demolition Installation Subcontractor's Markup Cost (if applicable)	 Hourly Rate $_____ $_____ $_____

15.	1	LS	**Stone or Brick Masonry** Mason: Installation Subcontractor's Markup Cost (if applicable)	 Hourly Rate $_____ $_____
ITEM NO.	QTY.	UNIT	DESCRIPTION	TOTAL
16.	1	LS	**Material Markup (%)** Includes all materials for all projects/jobs	_____%

Vendors shall supply an explanation and list dollar amounts of other charges not included in above: This includes trip charges and fuel surcharge.

_____
_____
_____
_____
_____

Emergency Response Time following notification for all trades:
List response time to site:

_____

Irrigation Emergency Repair response time:

Golf Course	–	Same day:	yes_____	no_____
Park Maintenance	–	48 hours:	yes_____	no_____

If no please explain: _____

Emergency after-hour phone number: _____

Comments:

_____
_____
_____
_____
_____

SPECIAL CONDITIONS

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

DELIVERY

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

Contact information for checking status of orders and delivery:

Contact Name: _____Telephone: _____

Title: _____Fax: _____

TERMS

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

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

_____
Firm Name Submitting Bid

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

_____
Signature of Authorized Representative Date

_____
Address City, State, Zip

_____ _____
Telephone Number Telefax Number

_____
Email Address

TERMINATION FOR DEFAULT

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

- Meet delivery or completion schedules
- Otherwise perform in accordance with the accepted proposal

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

NOTICE

The following blank spaces in the Contract, Payment Bond, and Performance Bond are not to be filled in by the Proposer at the time of submitting his proposal. The Contract, Payment Bond, and Performance Bond are submitted at this time to familiarize the Proposer with the forms, which the successful Proposer will be required to execute.

CONTRACT

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DALLAS §

THIS CONTRACT is made and entered into on _____, 2017 by and between the CITY OF MESQUITE, TEXAS, a municipal corporation, of the County of Dallas and State of Texas, acting through Cliff Keheley, City Manager, hereinafter termed the CITY, and_____, a __What Type of Legal Entity__, of the City of Contractor City, County of Contractor County and State of Texas, hereinafter termed the "CONTRACTOR".

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

I. DESCRIPTION OF WORK

The CONTRACTOR shall perform all of the work as specified in the contract documents such work generally described as:

ITB NO. 2018-037 ANNUAL FACILITY MAINTENANCE, TIME AND MATERIAL, REPAIR AND REMODELING

Plans and Specifications prepared by:

CITY OF MESQUITE

All work shall be performed at the CONTRACTOR'S own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, bonds and other accessories and services necessary to complete the work, in accordance with the Contract documents.

II. CONTRACT DOCUMENTS

The Contract documents shall consist of the following:

1. this Contract;
2. all addenda issued prior to award of Contract;
3. the bid specifications including the advertisement for bid, instruction to bidders, bidder's bid form, plans, and drawings (if any);
4. the City of Mesquite General Design Standards;
5. the Standard Specifications for Public Works Construction (North Central Texas Fourth Edition October 2004), Division 100, as amended and supplemented by the City of Mesquite by Addendum (hereinafter referred to as the "General Provisions");
6. a Performance Bond in the sum of ONE HUNDRED PERCENT (100%) of the total Contract price, which Bond shall be in a form acceptable to the City, shall guarantee the work in accordance with

the plans and specifications for a period of two (2) years after acceptance by the City, and shall provide for repair or replacement of all defects due to faulty material and/or workmanship that appear within a period of two (2) years from the date of acceptance by the City;

7. A Payment Bond in the sum of ONE HUNDRED PERCENT (100%) of the total Contract price; and
8. The Contractor's bid/proposal and any other documents identified as pertaining to this Contract, all of which have been identified by the CITY and the CONTRACTOR.

These Contract documents constitute the entire agreement between the CITY and CONTRACTOR, and all are as fully a part of this Contract as if attached to or repeated herein. The Contract documents are complementary and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency in any of the provisions of the Contract documents, the inconsistency shall be resolved by giving precedence to the Contract documents in the order in which they are listed above. The Contract may be altered, amended or modified only as provided in the general or special provisions.

III. TIME OF COMMENCEMENT, COMPLETION AND LIQUIDATED DAMAGES

The work to be performed under this Contract shall be commenced by the CONTRACTOR upon final execution of this Contract and notice from the CITY to proceed. All work to be performed under this Contract shall be substantially completed within ___**calendar days** of the date of commencement of the work, subject to extensions of time provided in accordance with the Contract documents. Time is of the essence in this Contract and it is understood by the CONTRACTOR and CITY that actual damages caused by the failure of the CONTRACTOR to complete the work within the stated time are impractical or extremely difficult to fix or ascertain, and that per diem deduction from the Contract price shall be retained by the CITY as payment by the CONTRACTOR of liquidated damages, and not as penalty for such failure. Such liquidated damages to be assessed and retained are set forth in the General Provisions.

IV. CONTRACT PRICE

The CITY shall pay the CONTRACTOR for the performance of the work, subject to additions and deductions by change order or as otherwise provided in the provisions of this Contract, in current funds the Contract sum, which has been bid as a separated contract in compliance with the Texas Tax Code, as follows:

Total sum: _____($_____)

V. CONTRACT ADMINISTRATION

This Contract shall be administered on behalf of the CITY by _____ (referred to herein as "City Representative") and the CONTRACTOR shall fully comply with any and all instructions from said City Representative. With execution and delivery of the Contract, the CONTRACTOR shall furnish and file with the CITY in the amounts herein required, performance and payment bonds in accordance with the provisions of V.T.C.A. Government Code, Chapter 2253 if this is a public work contract in excess of fifty thousand dollars ($50,000.00).

VI. DISCLOSURE OF CONFLICTS OF INTEREST AND COMPLIANCE WITH OTHER APPLICABLE LAWS

The CONTRACTOR shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect the CONTRACTOR or the services and/or items to be provided, specifically and not limited to any ethics laws. In particular, the CONTRACTOR is put on notice that the CITY will require the CONTRACTOR 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, CONTRACTOR 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 (FORM1295) 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 FORM1295 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

VII. INSURANCE

The CONTRACTOR agrees to provide and to maintain the types and amounts of insurance set forth in the General Provisions attached hereto, and to include the CITY as an additional insured in all policies providing coverage for the term of this Contract.

VIII. CHOICE OF LAW, VENUE AND CONTRACT INTEPRETATION

The Parties agree that the laws of the State of Texas shall apply to this Contract, and that it is performable in Dallas County, Texas. Exclusive venue shall lie in Dallas County, Texas. Although this Contract is drafted by the CITY, should any part be in dispute, the parties agree this Contract shall not be construed more favorably for either Party.

IX. 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.

X. 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.

XI. AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Contract on behalf of the parties hereto.
IN WITNESS WHEREOF, the CITY and CONTRACTOR have executed this Contract in the year and day first written above.

CITY OF MESQUITE
(CITY)

By: _____
Cliff Keheley
City Manager

ATTEST:

By: _____
Sonja Land, City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney or Design

_____
(CONTRACTOR)

BY: _____
(signature)

ATTEST:

_____

PERFORMANCE BOND

Bond No.

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DALLAS §

THAT_____, of the City of _____, _____ County, State of Texas, State of Formation _____, (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety"), authorized under the laws of the State of Texas to act as Surety on bonds for principals are held and firmly bound unto the **City of Mesquite** (hereinafter referred to as "City") in the penal sum of **$**_____ (not less than 100% of the approximate total amount of the Contract as evidenced in the Proposal) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS the Principal has entered into a certain written contract with the City, dated the ___day of _____, 2018, for the **ANNUAL FACILITY MAINTENANCE, TIME AND MATERIAL, REPAIR AND REMODELING CONTRACT AND CITY CONTRACT NO. 2018-037** to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein;

NOW, THEREFORE, the condition of this obligation is such that if the said Principal fully and faithfully executes the work and performance of the Contract in accordance with the Plans, Specifications and Contract Documents, including any extensions thereof, and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of V.T.C.A. Government Code Chapter 2253, Public Work Performance and Payment bonds, as amended, and Article 53.201 of the Property Code, and all liabilities on this Bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the Bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the Plans, Specifications or Drawings accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

Surety must be approved by the Texas State Board of Insurance under Article 7.19-1 of the Insurance Code and authorized under the laws of Texas to act a surety on bonds for principals.

Surety agrees that the bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of **two (2) years** from the date of completion and acceptance of the improvement by the City.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the ____day of _____, 2018.

PRINCIPAL:

Signature:

_____

Printed Name:

_____

Title: _____

Company:_____

Street Address:

_____

(P.O. Box is not acceptable)

_____

City, State, Zip Code

Phone Number: _____
Dallas Telephone Number

SURETY:

Signature:

_____

Printed Name:

_____

Title: _____

Company: _____

Street Address:

_____

(P.O. Box is not acceptable)

_____

City, State, Zip Code

SURETY'S DALLAS COUNTY REGISTERED AGENT FOR SERVICE (REQUIRED):

Printed Name: _____

Title: _____

Company: _____

Street Address: _____
(P.O. Box is not acceptable)

_____
City, State, Zip Code

Phone Number: _____
Dallas County Telephone Number
(Attach dated Power of Attorney for Surety)

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

_____
City Attorney or Designee

PAYMENT BOND

Bond No.

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DALLAS §

THAT _____, of the City of _____, _____ County, State of Texas, State of Formation _____, (hereinafter referred to as Principal), and _____(hereinafter referred to as "Surety"), authorized under the laws of the State of Texas to act as Surety on bonds for principals are held and firmly bound unto the City of Mesquite (hereinafter referred to as "City") in the penal sum of **$**_____ (an amount not less than 100% of the approximate total amount of the Contract) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS the Principal has entered into a certain written contract with the City, dated the __day of _____, 2018, for the **ANNUAL FACILITY MAINTENANCE, TIME AND MATERIAL, REPAIR AND REMODELING CONTRACT AND CITY CONTRACT NO. 2018-037** to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein;

NOW, THEREFORE, the condition of this obligation is such that the bond guarantees the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant, and that conversely should the Principal faithfully perform said Contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said Contract agreed to by the Principal, and according to the true intent and meaning of said Contract, and the claims and specifications hereto annexed, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of V.T.C.A. Government Code Chapter 2253, Public Work Performance and Payment bonds, as amended, and Article 53.201 of the Property Code, and all liabilities on this Bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the Plans, Specifications or Drawings accompanying same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

Surety must be approved by the Texas State Board of Insurance under Article 7.19-1 of the Insurance Code and authorized under the laws of Texas to act a surety on bonds for principals.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the ___ day of _____, 2018.

PRINCIPAL:

Signature:

_____

Printed Name:

_____

Title: _____

Company:_____

Street Address:

_____

(P.O. Box is not acceptable)

_____

City, State, Zip Code

SURETY:

Signature:

_____

Printed Name:

_____

Title: _____

Company: _____

Street Address:

_____

(P.O. Box is not acceptable)

_____

City, State, Zip Code

Phone Number: _____

Dallas Telephone Number

SURETY'S DALLAS COUNTY REGISTERED AGENT FOR SERVICE (REQUIRED):

Printed Name: _____

Title: _____

Company: _____

Street Address: _____

(P.O. Box is not acceptable)

_____

City, State, Zip Code

Phone Number: _____

Dallas County Telephone Number

(Attach dated Power of Attorney for Surety)

ATTEST:

_____

City Secretary

APPROVED AS TO FORM:

_____

City Attorney or Designee

ADDENDA

Any Addenda will be placed here

TO THE VENDOR

DID YOU REMEMBER TO?:

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

Mailing Address:

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

Physical Address:

City of Mesquite
1515 N. Galloway
Mesquite, TX 75149

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

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

Thank you

Ryan Williams
Manager of Purchasing