



**REQUEST FOR PROPOSALS
RFP NO. 2025-016**

**CLOSING DATE AND TIME
WEDNESDAY, MAY 21, 2025- 2:00 P.M.**

HVAC SYSTEM UPGRADE-FLORENCE RECREATION CENTER

The City of Mesquite, Texas, invites sealed proposals from qualified vendors for the referenced proposal “ HVAC System upgrade-Florence Recreation center” complying with the following specifications as listed herein.

Mark envelope in lower left corner “RFP No. 2025-016: HVAC SYSTEM UPGRADE-FLORENCE RECREATION CENTER,” so the proposals will not be opened until the appointed hour.

Proposals submitted must be received **before** proposal closing on **WEDNESDAY, MAY 21, 2025, at 2:00 p.m.** Faxed or emailed proposals will not be accepted.

A pre-proposal conference meeting/site visit will be held on **Monday, May 5, 2025, 2:00 p.m.** at the project site, **2501 Whitson Way, Mesquite, Texas 75150**. Prospective proposers are encouraged to visit the site.

All questions must be submitted via email at purchasing@cityofmesquite.com by 2:00 p.m. on , May 12, 2025. Responses will be provided in the form of an addendum after the question deadline.

For Mailed Proposals, please address as follows:

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

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

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

CITY OF MESQUITE GENERAL CLAUSES AND CONDITIONS

1. **CITY OF MESQUITE GENERAL CLAUSES AND CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY OF MESQUITE (CITY). TAKING EXCEPTION TO THESE CLAUSES AND CONDITIONS MAY DEEM A RESPONSE AS NON-RESPONSIVE.**
2. **Questions:** For questions regarding proposal preparation, please contact: purchasing@cityofmesquite.com.
3. **Correspondence:** The City assigned number of this proposal packet must appear on all correspondence, or inquiries, pertaining to this proposal.
4. **Preparation Cost:** The City will not be liable for any costs associated with the preparation, transmittal or presentation of any proposals or materials submitted in response to any proposal.
5. **Proposal Packet Completion Required:** City of Mesquite proposal packets have sections requiring completion. The proposal form section of the proposal packet must be completed prior to the date and time set for proposal opening and included with the proposal packet or the proposal may be found non-responsive. Failure to complete all requirements in a timely manner, prior to award, may be used by the City in determining a proposer's responsibility.
6. **Laws and Ordinances:** The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.
7. **Proposal Submission:** Proposals must be **received as one (1) marked "original" plus one (1) digital copy on a USB flash drive**, on this form, prior to the closing date and time to be considered. (This does not apply to proposals submitted electronically via BidNet Direct.) Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the RFP. The City of Mesquite will not be responsible for mail delivered from the post office. Proposals received after the published time and date cannot be considered and will be returned unopened.
8. **Addenda:** Any interpretations, corrections or changes to this proposal packet will be made by addenda issued by the City of Mesquite Purchasing Division. It is the proposer's responsibility to check for any addendums that may have been issued before the proposal closing date and time.
9. **Public Documents:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be confidential, trademarked, copyrighted, or proprietary must be clearly and ambiguously marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code.
10. **Proposal Opening:** Proposals will be received and publicly acknowledged at the location, date and time stated above. Only the name of the proposers responding to this request for proposal shall be released at the proposal opening. Other information submitted by the proposer shall not be released by the City during the proposal evaluation process or prior to contract award. At no time will confidential information, as noted by the proposer, be released.
11. **Award:** The City reserves the right to award:
 - a. In whole or in part as determined to be in the best interest of the City; and/or
 - b. A separate contract to separate proposers for each item/group or to award one contract for the entire proposal.The City reserves the right to take into consideration contract administration costs for multiple award contracts.
12. **Estimated Quantities:** Quantities are estimated and based on projected usage. It is specifically understood and agreed that these quantities are approximate, and any increased quantities will be paid at the regular quoted price. The proposer shall not have any claim against the City of Mesquite for any quantities ordered that are less than the estimated proposal amount.

13. **Ambiguities:** Any ambiguity in the proposal because of omission, error, lack of clarity or non-compliance by the proposer with specifications, instructions and all conditions shall be construed in favor of the City.
14. **Best Advantage:** The City of Mesquite reserves the right to reject any and all proposals, without cause, and to waive any defect, irregularity, or informality and to make award of the proposal as may be deemed to the best advantage of the City.
15. **Variations:** The City of Mesquite reserves the right to evaluate variations from the specifications. If variations are requested, proposer shall state exactly which specifications the proposer seeks a variation from and specifically how the variation shall apply. Failure to completely describe the merchandise being proposed may result in rejection of proposal.
16. **Revised Proposals:** The proposal that is submitted last will supersede any previous versions within the submission deadline.
17. **Altering Proposal Prices:** Proposal prices cannot be altered or amended after submission deadline. Any inter-lineation alteration, or erasure made before opening time must be initialed by the signer of the proposer, guaranteeing authenticity.
18. **Pricing:** Proposal price(s) quoted, must be held firm for ninety (90) days to allow for evaluation unless otherwise stated in this document.
19. **Error-Quantity:** Prices shall be filled in and extended on the proposal sheet. In case of discrepancy between the unit price and the extension, the unit price shall govern.
20. **Withdrawal of Proposals:** Proposer agrees that a proposal price may not be withdrawn or cancelled by the proposer for a period of ninety (90) days following the date designated for the receipt of proposals without written approval of the City.
21. **Prices Prevail for Term:** Prices quoted by proposer shall prevail for the entire term of the contract as stated herein or in the proposal packet.
22. **Insurance:** The insurance requirements are included in the proposal document. Proposers agree to provide and to maintain the required types of insurance for the term of the contract. An original certificate of insurance shall be submitted by the proposer to the City of Mesquite Purchasing Office within 10 business days of proposer receiving notice from the City that they are the apparent low proposer.
23. **Entity Documentation:** Proposer shall attach official documentation from the State of Texas or other qualified certification agency of M/WBE status of your company with proposal. This data is for informational purposes only and will not affect the proposal award.
24. **Collusion:** In submitting a proposal, the proposal certifies that they have not participated in, nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.
25. **W-9:** A completed W-9 form will be required and submitted with proposal.
26. **Non-Exclusion Affidavit:** The attached Non-Exclusion Affidavit for General Contractor form must be signed, notarized and submitted with proposal.
27. **Authorized Signature:** All proposals must be signed by an authorized representative of the company.

28. **Assignment:** The successful proposer's rights and duties awarded by the contract may not be assigned to another without written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assigned of liability in the event of default by the assignee.
29. **Cooperative Purchasing:** As permitted under the Texas Local Government Code, Chapter 791.025, other *government entities may wish to also participate under the same terms and conditions contained in this contract* (piggyback). Successful proposer agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Mesquite.
30. **F.O.B./Damage:** Quotations shall be proposed F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The City of Mesquite assumes no liability for goods delivered in damaged or unacceptable condition. The successful proposer shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
31. **Sample Contract Forms:** Any sample contract forms in the proposal packet are included for informative purposes only, so that proposer may be familiar with their contents and requirements. **Proposers shall not fill in or execute these sample contract forms at time of proposal submittal.**
32. **Taxes:** The City is exempt from all sales and excise taxes.
33. **Change Orders:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and shall not be effective unless signed by an authorized representative of the City.
34. **Termination:** This Contract may be terminated at any time with thirty (30) day's written notice by either the City of Mesquite or successful proposer.
35. **Termination for default:** The City of Mesquite reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. City of Mesquite reserves the right to terminate the **contract immediately in the event the successful proposer fails to:**
- Meet delivery or completion schedules *
 - Otherwise perform in accordance with the accepted proposal
- Breach of contract or default authorize the City to award to another proposer, purchase elsewhere, and charge the full increase in cost to the defaulting proposer.
36. **Non-Resident Proposers:** Pursuant to Texas Government Code, Chapter 2252, Subchapter A: A proposer whose principal place of business, ultimate parent company or majority owner's principal place of business is not in Texas, is considered a nonresident proposer. A nonresident proposer must under propose the lowest responsible resident proposer by an amount that is equal to, or less than, the amount by which a Texas resident would be required to under propose in the nonresident proposer's state. This provision does not apply to a contract involving federal funds.
37. **Ordering:** Orders shall be placed on an "as-needed" basis at the discretion of the City of Mesquite. Proposers shall advise if there is a minimum dollar amount per order.
38. **Invoices:** Invoices must be submitted by the Contractor to the City of Mesquite, Accounting Department, P.O. Box 850137, Mesquite, TX, 75185-0137, accounting@cityofmesquite.com. The City Purchase Order **must** appear on all invoices, delivery memoranda, bills of lading, packing and correspondence.
39. **Payment Terms:** Payment terms are pursuant to the Texas Prompt Payment Act unless otherwise specified by the City. Upon receipt of a properly executed invoice from the vendor, payment will be processed for items or services delivered.
40. **Authorization:** The City of Mesquite will not accept or pay for articles delivered or services performed without a specific written Purchase Order.

41. **Conformity of Goods/Services:** All goods to be delivered or services to be performed shall conform in every respect to the specifications issued by the City in conjunction with its solicitation of proposals. In the event no such specifications were issued, the goods or services shall conform to the proposal submitted by the vendor.
42. **Patent Rights:** The proposer agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
43. **Evaluation Process:** The proposal evaluation process will occur after the closing date. The City's evaluation and clarification process will commence. An evaluation team will review the proposals. Financial terms will not be the sole determining factor in this award as other criteria as described in this RFP will be considered. A proposer's submission of a proposal constitutes their acceptance of the evaluation technique.
44. **Bid Bond-** All Proposers *must submit*, with proposal, either a Bid Bond on the form provided herein, a Cashier's Check or Certified Check in the amount of five percent (5%) of the total bid proposal.
45. The Performance bond and Payment bond forms are included for proposer's information so that proposers may be familiar with their contents and requirements. **Proposer shall not fill in or execute these forms at time of proposal submittal. Upon award of the proposal, the awarded vendor will be required to execute the contract.**
46. The Contract form is included for proposer's information so that proposers may be familiar with their contents and requirements. **Proposer shall not fill in or execute these forms at time of proposal submittal. Upon award of the proposal, the awarded vendor will be required to execute the contract.**

SPECIAL PROVISIONS

1. Unless otherwise stated in the proposal packet, proposer shall submit a total of five (5) references. The City may contact secondary vendors for references.
2. Proposers shall complete the required documents on the Proposal Checklist and submit with proposal. If the forms are not included, the proposal may be considered non-responsive.
3. The City reserves the right to require additional technical and pricing information and negotiate all elements, which comprise the Vendor's proposal to ensure that the best possible consideration be afforded to all concerned. The City reserves the right to accept all or part of any proposal, to reject any or all proposals and to re-solicit for proposals.
4. The following RFP Schedule of Events represents the schedule the City will follow. The City plans to meet the dates described below. If a component of the schedule is delayed, it shall be anticipated that the remaining components will also be delayed by a similar number of days. Any significant change to the schedule will be published via RFP Addendum.

Event	Estimated Date
Request for Proposals Published	Thursday, April 24, 2025 and May 1, 2025
Pre-proposal meeting at site	Tuesday, May 5, 2025, 2:00 pm
Deadline to Submit Vendor Questions	Monday, May 12, 2025,
Addendum for Questions Published	Tuesday, May 13, 2025
Deadline for Proposal Submissions	Wednesday, May 21, 2025, 2:00 pm
Council Award	Tentative
Effective Date of Contract	Tentative

**CITY OF MESQUITE
RESPONDENT ACKNOWLEDGEMENT FORM**

**RFP No. 2025- 046
HVAC SYSTEM UPGRADE-FLORENCE RECREATION CENTER**

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

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

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

Company Name: _____

Address of Principal Place of Business: _____

Phone of Principal Place of Business: _____

Email Address of Representative: _____

Authorized Representative: _____

Signature

Date

Printed Name

Title

CITY OF MESQUITE PROPOSAL CHECKLIST

RFP No. 2025-016 HVAC SYSTEM UPGRADE-FLORENCE RECREATION CENTER

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

Proposal Checklist

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

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

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

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

The Respondent will be required to comply with the following:

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

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

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

Section 2252.908 of the Texas Government Code was enacted in 2015, by the Texas Legislature pursuant to HB 1295, which provides that a governmental entity may not enter into certain contracts with a business entity on or after January 1, 2016, unless the business entity submits a disclosure of interested parties (FORM 1295) to the governmental entity at the time the business entity submits the signed contract to the governmental entity. Further information regarding the disclosure of interested parties' law and FORM 1295 can be found at the Texas Ethics Commission website at the following web address:

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

- (2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

STANDARDS OF CONDUCT

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

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

Acceptance of Gifts or Gratuities

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

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

Conflicts of Interest

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

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

Solicitation by City Employees

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

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

Use of City Equipment, Facilities and Resources

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

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

Your Rights and Expectations

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

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

Cliff Keheley
City Manager

NON-EXCLUSION AFFIDAVIT FOR GENERAL CONTRACTORS

Federal, state, and local government agencies, not-profits, and other organizations that use federal money to fund all or part of any program or project are required to follow specific requirements regarding the use of such federal funds. One of these requirements is that no contract, subcontract, grant, financial assistance, or other forms of assistance provided using federal funds may be awarded to individuals or entities that have been suspended, debarred, or otherwise excluded from participation in federally funded programs.

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

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

Signature of Contractor Representative

Date

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

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

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Chapter 2271 of the Texas Government Code provides that the City may not enter into a contract* with a company for goods or services unless the contract contains a written verification from the company that it: (i) does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

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

*** The requirement applies only to a contract that: (1) is between the City and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from City funds.**

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

of _____, does hereby verify on behalf of said company to the
(Name of Company)

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

Signature of Certifying Official

Title

Date of Certification



INSURANCE VERIFICATION PROGRAM LETTER OF AUTHORITY

TO: All Awarded Vendors

RE: Insurance Verification

Dear Vendor:

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

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

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

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

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

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

INSURANCE

A. AMOUNTS OF INSURANCE

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

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

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

B. OTHER INSURANCE REQUIREMENTS

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

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

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

Insurance required by this Contract for the City, as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third-party liability policy.

The Contractor further agrees that with respect to the above required insurances, the City shall:

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

2. Be provided with a waiver of subrogation, in favor of the City on all required insurance. Blanket Endorsements are acceptable in meeting this requirement if copies of the endorsements are provided along with the certificate. If using a form that has specific boxes labeled for waiver of subrogation, checking those specific boxes is acceptable in meeting this requirement as well.
3. Be provided with an unconditional 30 days' advance written notice of cancellation or material change.
4. Prior to execution of this Agreement, proof of insurance shall be provided through the office of the City Secretary, or Designee, with either their original Certificate of Insurance or their insurance policy evidencing the above requirements. Thereafter, new certificates or copies of the policies shall be furnished prior to the expiration date of any prior certificate.

C. ADDITIONAL WORKER'S COMPENSATION INSURANCE REQUIREMENTS

1. Definitions:

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

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

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

2. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements. Which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.
3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
4. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (a) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage for all persons providing services on the project; and
 - (b) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

REFERENCES

Please list three (3) Work References.

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

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

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

BID BOND

Bond No.: _____
(by Surety)

STATE OF TEXAS §
§
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, of the City of _____,
_____ County, State of Texas (hereinafter referred to as "Principal"), and
_____, authorized under the laws of the State of Texas to act as Surety on
bonds for principals (hereinafter referred to as "Surety") are held and firmly bound unto the City of Mesquite
(hereinafter referred to as "City") in the penal sum of \$_____ (an amount equal to 5% of
the approximate total amount of the bid or if the bid is based upon alternates and/or addenda, at least 5% of
the greatest amount bid by the bidder or Principal herein as evidenced in the Bid 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 submitted on or about this date, a bid proposal offering to perform the following:
HVAC SYSTEM UPGRADE-FLORENCE RECREATION CENTER AND CITY CONTRACT NO. 2025-016 in
accordance with the specifications and terms and conditions related thereto, to which reference is
hereby made;

NOW, THEREFORE, the condition of this obligation is such that if the said Principal's offer as stated in
the bid proposal is accepted by the City, and the said Principal executes and returns to the City the number of
original counterparts of the contract required by the City, on the forms provided by the City, for the materials,
equipment and/or services described herein and also executes and returns the same number of Performance,
Payment and Maintenance Bonds, if required, on the forms provided by the City, within the time provided in the
specifications, then this obligation is null and void, otherwise, it is to remain in full force and effect;

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this _____ day of _____, 2025.

PRINCIPAL:

Signature

Typed or Printed Name

Title: _____

Company: _____

Address: _____

SURETY:

Signature

Typed or Printed Name

Title: _____

Company: _____

Address: _____

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

Type or Printed Name

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

City, State, and Zip Code

Dallas County Telephone No.

APPROVED AS TO FORM:

CITY OF MESQUITE

City Attorney or Designee

ATTEST:

City Secretary

**CITY OF MESQUITE
CERTIFICATION STATEMENT**

**RFP No. 2025-016
HVAC SYSTEM UPGRADE-FLORENCE RECREATION CENTER**

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

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

Signature

Type/Print Name

Title

Date

PAYMENT & PERFORMANCE BONDS

PERFORMANCE BOND

Bond No. _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, an _____, duly authorized to transact business in the State of Texas (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 _____, 2025, for the **HVAC SYSTEM UPGRADE-FLORENCE RECREATION CENTER, CITY OF MESQUITE CONTRACT NO. 2025-016** 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, as amended, 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 **one (1) year** from the date of completion and acceptance of all the improvements by the City.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the _____ day of _____, 2025.

PRINCIPAL:

SURETY:

Signature

Signature

Printed Name

Printed Name

Title

Title

Company

Company

Street Address

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

City State Zip Code

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)

PAYMENT BOND

Bond No. _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, an _____, duly authorized to transact business in the State of Texas (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 _____, 2025, for the **HVAC SYSTEM UPGRADE-FLORENCE RECREATION CENTER, CITY OF MESQUITE CONTRACT NO. 2025-016** 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 _____, 2025.

PRINCIPAL:

SURETY:

Signature

Printed Name

Title

Company

Street Address

City State Zip Code

Phone Number
(Dallas Telephone Number)

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)

CITY OF MESQUITE PROPOSAL INFORMATION

RFP No. 2025-016 HVAC SYSTEM UPGRADE-FLORENCE RECREATION CENTER

CITY BACKGROUND

The City of Mesquite, Texas, is located in eastern Dallas County and western Kaufman County. The old downtown section of Mesquite is approximately 13 miles from downtown Dallas. The incorporated area of Mesquite is approximately 50 square miles. The City has 18 departments that provides a full range of services, including police and fire protection, streets, health and sanitation services, libraries and recreation, public improvements, planning and zoning, and general administrative services. Additionally, water and sewer utility services, drainage utility services, municipal airport, the municipal golf course and an arts center are provided for citizens.

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

CONTRACT INTENT

This Request for Proposal (RFP) is intended to solicit proposals from qualified firms to provide construction services required to complete site improvements to support the installation of a prefabricated restroom and a water spray pad at Evans Park as indicated in the referenced Construction Documents. Improvements include but may not be limited to; grading, building pad preparation, concrete paving, site lighting, electrical, plumbing, a reclaim water system, irrigation, and landscaping.

PROPOSAL REQUIREMENTS

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

SCOPE OF WORK

Construction Documents comprised of Drawings and Technical Specifications prepared by **Halff Associates**.

CITY OF MESQUITE PROPOSAL INFORMATION

SELECTION CRITERIA

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

Pricing	30 points
Bidder proposed schedule and completion date	20 points
Firm quality as shown through list of references	25 points
Qualifications and Experience	25 points

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

Proposers or their authorized representatives are expected to fully inform themselves as to the general terms and conditions, requirements, and specification of this proposal before submitting proposals. Failure to do so will be at the proposer's own risk.

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

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

CITY OF MESQUITE SCORING MATRIX

REQUEST FOR PROPOSAL 2025-016: SCORING MATRIX HVAC SYSTEM UPGRADE-FLORENCE RECREATION CENTER					
Proposer: _____ Evaluator: _____ Date: _____					
	<u>POINTS</u>	<u>X</u>	<u>WEIGHT</u>	<u>=</u>	<u>SCORE</u>
<u>1. CONTRACT PRICE (Base Bid)</u>	<u>30</u>	<u>X</u>	<u>1</u>	<u>=</u>	
<i>The bidder with the lowest bid price will receive the maximum number of points, which is 15 points. The bidder with the next lowest price will receive a point score that is based on dividing their price into the lowest bid price and multiplying the resulting percentage by the total points; example using \$100,000 as the low bid and \$110,000 as second low bid: calculated as follows: \$100,000/\$110,000 X 30.</i>					
<u>2. BIDDER'S PROPOSED IMPLEMENTATION SCHEDULE AND COMPLETION DATE</u>	<u>20</u>	<u>X</u>	<u>1</u>	<u>=</u>	
<i>Bidder shall provide calendar days required to complete the Scope of Work (which includes mobilization, fabrication, duration of different steps, on site work, and punch list completion period.)</i>					
<u>3. FIRM QUALITY AS SHOWN THROUGH LIST OF REFERENCES</u>	<u>25</u>	<u>X</u>	<u>1</u>	<u>=</u>	
<i>Bidder should provide information regarding their experience with similar projects and magnitude. Three references shall be provided that the City can contact regarding the Vendor's performance and quality of work .</i>					
<u>4. BIDDER'S QUALIFICATIONS AND EXPERIENCE</u>	<u>25</u>	<u>X</u>	<u>1</u>	<u>=</u>	
<i>Bidder shall provide information regarding their qualifications (ie; length of operations, type of business, range of projects)</i>					

TOTAL POSSIBLE SCORE = 100 _____

**CITY OF MESQUITE
BID SHEET**

**RFP No. 2025-016
HVAC SYSTEM UPGRADE-FLORENCE RECREATION CENTER**

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	1	HVAC upgrade per specification	\$_____	\$_____
			TOTAL:		\$_____

PRICES MUST BE QUOTED AS F.O.B. MESQUITE

Total Base Bid of Item(s) "1" complete and in place, for the sum of:	
_____ Dollars	\$_____
_____ Cents	(figures) LUMP SUM
(written) LUMP SUM	

NOTE: Show amount in both written form and figures. In case of discrepancy between the written amount and figure amount, the written amount shall govern. Dollar amount for unit pricing will be rounded to the nearest penny.

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 Notice to Proceed.

VENDOR CONTACT

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.

CITY OF MESQUITE VENDOR'S QUALIFICATIONS AND EXPERIENCE

QUALIFICATIONS

Vendor shall attach a brief summary of their qualifications and experience with construction of projects with similar scope or cost magnitude. This information should include; length in business, examples, locations, magnitude of cost, etc. Information is intended to convey vendor's level of knowledge and practical experience.

CITY OF MESQUITE
CONTRACT STATEMENT

RFP No. 2025-016
HVAC SYSTEM UPGRADE-FLORENCE RECREATION CENTER

NOTICE

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

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

_____ I accept the proposed Contract language.

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

Concerns or exceptions NOT indicated at this time shall NOT be considered by the CITY at a later date.

Signature

Date

CITY OF MESQUITE
STANDARD CONSTRUCTION CONTRACT

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

THIS CONTRACT is made and entered into on _____, 20____ by and between the **CITY OF MESQUITE, TEXAS**, a home-rule municipal corporation, located in the Counties of Dallas and Kaufman, in the State of Texas, acting through Cliff Keheley, City Manager, hereafter referred to as the "CITY", and _____, a _____, with offices located at _____, 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 (as hereafter defined) such work generally described as:

**HVAC SYSTEM UPGRADE-FLORENCE RECREATION CENTER
CITY OF MESQUITE NO. 2025-016**

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. City of Mesquite specifications including any advertisement, instructions, forms, plans, and drawings (attached hereto as **Exhibit A**);
3. City of Mesquite Minimum Insurance Requirements (attached hereto as **Exhibit B**)
4. the City of Mesquite General Design Standards (on file at the City of Mesquite Purchasing Office);
5. the Standard Specifications for Public Works Construction (North Central Texas Fifth Edition November 2017), Division 100, as amended and supplemented by the City of Mesquite by Addendum (hereinafter referred to as the "General Provisions") (on file at the City of Mesquite Purchasing Office);
6. City of Mesquite Standard Terms and Conditions (on file with the City of Mesquite Purchasing

Office and found at <https://www.cityofmesquite.com/DocumentCenter/View/19813/Standard-Terms-and-Conditions>);

7. 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 one (1) year 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 one (1) years from the date of acceptance by the CITY;
8. a Payment Bond in the sum of ONE HUNDRED PERCENT (100%) of the total Contract price;
9. 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, including not limited to any written clarification(s) provided by the Contractor (attached hereto as **Exhibit C**).

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. These Contract Documents supersede all oral or written previous or contemporaneous agreements between the parties relating to matters in this Contract. 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 by a written amendment signed by both parties.

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: _____
Dollars (\$ _____)

V. CONTRACT ADMINISTRATION

This Contract shall be administered on behalf of the CITY by Robert Blankenship, Park Project Manager (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 payments bonds in accordance with the provisions of the 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. LABOR CLASSIFICATION AND MINIMUM WAGE SCALE

The CONTRACTOR is required to follow all provisions of Chapter 2258 of the Texas Government Code in the hiring and payment of all skilled and unskilled labor used on this contract. The CONTRACTOR must pay the applicable prevailing wage rates at the time work is performed under this Contract.

VII. 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

Failure to comply with any applicable laws, including Chapter 176, may result in: (i) the forfeiture by CONTRACTOR of all benefits of this Contract; (ii) the retainage by CITY of all services performed by CONTRACTOR; and (iii) the recovery by CITY of all consideration, or the value of all consideration, paid to CONTRACTOR pursuant to this Contract.

VIII. INSURANCE

The CONTRACTOR agrees to provide and to maintain the types and amounts of insurance set forth according to the CITY's minimum insurance requirements (**Exhibit B**), and to include the CITY as an additional insured in all policies providing coverage for the term of this Contract.

IX. CHOICE OF LAW, VENUE AND CONTRACT INTERPRETATION

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.

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 law principles of Texas or any other state. 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.

X. 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.

XI. 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.

XII. INDEPENDENT CONTRACTOR/INDEMNITY

IT IS AGREED FOR ALL PURPOSES HEREUNDER, THE CONTRACTOR IS AND SHALL BE AN INDEPENDENT CONTRACTOR AND SHALL NOT, WITH RESPECT TO THEIR ACTS OR OMISSIONS, BE DEEMED AN AGENT OR EMPLOYEE OF CITY.

CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST LIABILITY FOR ANY CLAIMS, LIENS, SUITS, DEMANDS, AND ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEY'S FEES AND OTHER REASONABLE COSTS AND EXPENSES ARISING OUT OF OR RESULTING FROM CONTRACTOR'S GOODS AND/OR SERVICES PROVIDED IN CONNECTION WITH OR INCIDENTAL TO THIS CONTRACT AND FROM ANY LIABILITY ARISING OUT OF, OR RESULTING FROM, BUT ONLY TO THE EXTENT CAUSED BY, THE INTENTIONAL ACTS OR NEGLIGENCE, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS WHETHER OR NOT ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY THE ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSION OF THE OFFICERS, EMPLOYEES, OR AGENTS OF THE CITY.

CONTRACTOR FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSES, INVITEES AND OTHER PERSONS, AS WELL AS THEIR PROPERTY, WHILE ENGAGED IN THE DELIVERY OF SUCH GOODS AND/OR SERVICES PURSUANT TO THIS CONTRACT OR WHILE ON CITY'S PREMISES WHERE THE SERVICES ARE BEING PROVIDED. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

FURTHER, CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR HARM, INJURY, OR ANY DAMAGING EVENTS WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS, REAL OR ALLEGED, IN THE VICINITY WHERE SUCH GOODS AND/OR SERVICES ARE TO BE DELIVERED BY CONTRACTOR, WHICH MAY NOW EXIST OR WHICH MAY HEREAFTER ARISE UPON THE PREMISES, RESPONSIBILITY FOR ANY AND ALL SUCH DEFECTS BEING EXPRESSLY ASSUMED BY CONTRACTOR. CONTRACTOR UNDERSTANDS AND AGREES THAT THIS INDEMNITY PROVISION SHALL APPLY TO ANY AND ALL CLAIMS, SUITS, DEMANDS, AND ACTIONS BASED UPON OR ARISING FROM ANY SUCH PREMISE DEFECTS OR CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY SUCH CLAIM ASSERTED BY OR ON BEHALF OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

IT IS FURTHER AGREED WITH RESPECT TO THE ABOVE INDEMNITY, THAT CITY AND CONTRACTOR WILL PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY EVENT COVERED WHICH IN ANY WAY, DIRECTLY OR INDIRECTLY, CONTINGENTLY OR OTHERWISE, AFFECTS OR MIGHT AFFECT THE CONTRACTOR OR CITY, AND CITY SHALL HAVE THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.

XIII. MISCELLANEOUS

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

CONTRACTOR 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.

Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if CONTRACTOR 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, CONTRACTOR represents that: (i) the CONTRACTOR does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) the CONTRACTOR will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the CONTRACTOR is a company with at least ten (10) or more full-time employees and has value of at least \$100,000 or more that is paid wholly or partly from public funds of the governmental entity, the COMPANY represents that: (i) the CONTRACTOR does not boycott energy companies; and (ii) will not boycott energy companies during the term of the Contract.

XIV. 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.

[The remainder of this page is intentionally left blank – signatures to appear on the following page.]

IN WITNESS WHEREOF, the CITY and CONTRACTOR have executed this Contract in the year and day first written above.

**CITY OF MESQUITE
(CITY)**

(CONTRACTOR)

By: _____
Cliff Keheley
City Manager

BY: _____
(signature)

TYPED NAME:

TITLE: President

ATTEST:

ATTEST:

By: _____
Sonja Land, City Secretary

By: _____

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

By: _____
Assistant City Attorney

EXHIBIT A

City Advertisement, Specifications, Instructions, Plans and/or Drawings

SAMPLE CONTRACT

EXHIBIT B
City of Mesquite Minimum Insurance Requirements

CITY OF MESQUITE MINIMUM INSURANCE REQUIREMENTS FOR CONTRACTS

Contractor / Vendor Services	A Financial Rating	B Business Auto Liability	C Commercial General Liability	D Workers' Compensation	E Employers' Liability	F Professional Liability
Construction Contractor Controlled	A- (VII)	\$500,000 CSL	\$1,000,000 Occ/Agg	Statutory	\$100,000 Limit Ea. Acc/Disease/ Aggregate	N/A
Engineering / Architect Design	A- (VII)	\$500,000 CSL	\$1,000,000 Occ/Agg for contracts under \$50K \$2,000,000 Agg for contracts over \$50K	N/A	\$100,000 Limit Ea. Acc/Disease/ Aggregate	\$1,000,000 Clms. Made
Building/Equipment IT Tech Outsourced Labor Svcs. Information Technology Software	A- (VII)	\$500,000 CSL	\$1,000,000 Occ/Agg	N/A *	\$100,000 Limit Ea. Acc/Disease/ Aggregate	N/A
Consulting Services Financial/Business/Other Prof. & Licensed Svcs. Survey/Appraisal Real Estate Communications Print/Media Public Relations	A- (VII)	\$500,000 CSL	\$1,000,000 Occ/Agg	N/A	\$100,000 Limit Ea. Acc/Disease/ Aggregate	\$1,000,000 Clms. Made
Entertainment/Recreation Labor & Services	A- (VII)	\$500,000 CSL	\$1,000,000 Occ/Agg	N/A *	\$100,000 Limit Ea. Acc/Disease/ Aggregate	N/A

- A: Coverage shall be provided by a carrier approved to do business in the state of Texas and rated at least "A- (VII)" in A.M. Best's Key Rating Guide.
- B: Applies "when" operating vehicles to provide specified service (on City property, as part of service other than meetings, product delivery, etc.) Limits shall be no less than indicated amount, Combined Single Limit Each Occurrence. City is to be an Additional Insured on the AL policy.
- C: Limits shall be no less than indicated amount per Occurrence and Aggregate limits. All insurance policies shall be written on a primary basis and be non-contributory with any other coverages carried by the City. City is to be an Additional Insured on GL and AL policies. City requires the contractor indemnify it from liability arising out of contractor's employee injuries. Must also include a Waiver of Subrogation (W.O.S.) on the GL policies.
- D: Statutory Workers' Compensation coverage is required on all new* Construction Projects including buildings*, Waterworks, Road & Bridge infrastructure, with a "W.O.S.".
- E: Employers' Liability coverage limits of not less than specified amounts. City shall be an Additional Insured with waiver of subrogation. City requires the contractor indemnify it from liability arising out of contractor's employee injuries on City Property and projects.
- F: Professional liability coverage shall be maintained from project inception and for no less than two years past project completion or termination date.
- * The City of Mesquite reserves the right to alter minimum insurance requirements at any time, based on the project or service value, and perceived risk of adverse loss.
- Crime coverage shall be required if a contractor or vendor directly handles or has access to computer systems that administer City money, securities or other negotiable instruments.

EXHIBIT C

Contractor's bid/proposal and other documents pertinent to Contract

SAMPLE CONTRACT