



**INVITATION TO BID (ITB) NO. I026-2018**

**CLOSING DATE AND TIME: JANUARY 11, 2018 - 2:00 P.M.**

**ANNUAL REPAIR AND MAINTENANCE OF FOUNTAINS/AERATORS  
AT VARIOUS CITY PARKS**

**BIDS SHALL BE SUBMITTED ON THIS FORM**

The City of Mesquite, Texas, invites, faxed, mailed or hand delivered bids from all qualified vendors desiring to bid on the Annual Repair and Maintenance of Fountains/Aerators at Various City Parks, complying with the following specifications as listed herein.

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. I026-2018; Annual Repair and Maintenance of Fountains/Aerators at Various City Parks," so the bids will not be opened until the appointed hour. Bids may also be submitted by courier or hand delivered to Ryan Williams, Manager of Purchasing, City of Mesquite, 1515 N. Galloway Avenue, Mesquite, Texas 75149. Bids may also be faxed to 972-216-6397. Bids submitted must be received before bid closing on Thursday, January 11, 2018 at 2:00 p.m.

***GENERAL CLAUSES AND CONDITIONS***

1. If you have questions regarding the preparation of your bid, you may contact: [purchasing@cityofmesquite.com](mailto: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 OR EMAIL. 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](http://www.cityofmesquite.com) 24-48 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. A completed W-9 form will be required within five (5) business days by the apparent low bidder once notification has been received.
9. In submitting an offer, respondent certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.
10. The attached Non-Exclusion Affidavit for General Contractors form shall be signed, notarized and submitted with bid.
11. All bids must be signed by an authorized representative of the company.
12. The prices quoted in this bid proposal shall be F.O.B. Mesquite, TX and cover costs for packaging, delivery, and handling, REGARDLESS OF THE SIZE OF ORDER, to the City of Mesquite, Texas 75149.
13. 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.
14. 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.
15. This Contract may be terminated at any time with thirty (30) days written notice by either the City of Mesquite or successful bidder.
16. 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.
17. Bidder shall complete all information requested and blanks provided shall be filled in beside or under each item. Failure to completely describe the merchandise being bid may result in rejection of your bid.
18. The City is exempt from all sales and excise taxes.
19. 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.

20. Quantities are estimated and based on projected usage. It is specifically understood and agreed that these quantities are estimated 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.
21. Award of contract shall be made on an "all or nothing" basis at the discretion of the City of Mesquite.
22. Orders shall be placed on an "as-needed" basis at the discretion of the City of Mesquite. Bidders shall advise if there is a minimum dollar amount per order.
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 interlocal cooperation agreements with the City of Mesquite \_\_\_\_\_ Yes \_\_\_\_\_ No.

24. Price quoted shall prevail for the entire term of the contract; one (1) year starting after bid is awarded to the successful bidder. A renewal option is included as a part of this bid for an additional two (2) one-year periods, renewable on anniversary of the original date, provided bidder can maintain bid prices and both parties are in mutual agreement.
25. 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.
26. The Contract form is 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 using 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 market conditions, which may result in an increase in the costs of materials awarded by this contract during the contract term, the City may consider, at its option, a request by the successful 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; 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. Bidders shall fill out the following required documents and submit with bid. If the following forms are not included, the bid may be considered non-responsive.

**Bid Check List:**

- Bid Sheet
- Conflict of Interest Form
- References
- Non-Exclusion Affidavit for General Contractors
- Prohibition On Contracts With Companies Boycotting Israel - House Bill 89 Form
- Special Conditions, Terms, Delivery and Signature Page

**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.**

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**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.**

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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:

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(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

## **Standards of Conduct**

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

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

### **Acceptance of Gifts or Gratuities**

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

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

### **Conflicts of Interest**

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

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

### **Solicitation by City Employees**

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

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

### **Use of City Equipment, Facilities and Resources**

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

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

### **Your Rights and Expectations**

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

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

Cliff Keheley  
City Manager



**Non-Exclusion Affidavit for General Contractors**

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

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

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

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

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

\_\_\_\_\_

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

**PROHIBITION ON CONTRACTS WITH  
COMPANIES BOYCOTTING ISRAEL**

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

## INSURANCE

### A. AMOUNTS OF INSURANCE

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

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

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

### B. OTHER INSURANCE REQUIREMENTS

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

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

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

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

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

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

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.

1. Be provided with an unconditional 30 days' advance written notice of cancellation or material change.
2. 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.

## EVALUATION CRITERIA AND FACTORS

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 can be considered as amended in section 252.043 of the Texas Local Government Code:

### **BID AWARD CRITERIA:**

- 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.

The following criteria shall be used to evaluate the bids.

Price – 40 points (percent);

Responsiveness to Requirements – 30 points (percent);

Experience and reliability of vendor – 15 points (percent);

Relationship of vendor with other municipalities – 15 points

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 \$40,000 is the low offer, then the proposer would receive 40 points ( $\$40,000/\$45,000 = 1.00 \times 40 = 40$ ). Assume \$45,000 is the next low offer, then that bidder would receive 35.6 points ( $40,000 \div \$45,000 = .89 \times 40 = 35.6$ )

**Responsiveness – 30 points** - will be the maximum point value given to the bidder. The bidders’ value will be based upon their measured score. The bidders will be evaluated on their responsiveness to all sections of the bid and shall provide procedures and documentation.

**Experience – 15 points** - will be the maximum point value given to the bidder. The bidders’ value will be based upon their measured score. The character, integrity, reputation, judgment, experience and efficiency of the Vendor including, but not limited to past performance record, default under previous contracts, whether or not such contracts were with the city, competency and failure to pay or satisfactorily settle all bills due for labor and material on former contracts.

**Relationship with other municipalities - 15 points** will be the maximum point value given to the bidder. The bidders’ value will be based upon their measured score. All bidders will be evaluated on their past performance and prior dealings with other municipalities to include, but not limited to, failure to meet specifications, poor quality, poor workmanship, late delivery or service.

## SPECIFICATIONS

It is the intent of the Park Services Division of the City of Mesquite to obtain bids for the maintenance and repair of decorative fountains at various City Park locations on an “as-needed basis” throughout the year.

1. This bid will be for the maintenance and repair of the pump motors, intake screens, wiring, impellers, flotation units, anchoring systems and lamp replacements on the fountain locations listed in item 2. This bid shall include the maintenance and repair of all electrical wiring, timers, switchgears, and all other components related to the functionality and operation of the fountains.
2. The fountain types and locations are as follows:

**Palos Verde Lake** – 10HP various assembled brands (230 single phase), with lights, located at 4800 Olympia, Mesquite, Texas 75150.

**Westlake Pond** – 2HP OASI (230 single phase), with lights, located at 600 Gross Road, Mesquite, Texas 75149.

**Wildflower Pond** – 3.5HP Aquamaster (230 single phase), with lights, located at Wildflower Road at Big Thicket, Mesquite, TX 75149.

**City Lake Park** – 3 HP Franklin Electric (23 single phase), with lights, located at 403 So. Galloway Avenue, Mesquite, Texas 75149.

**Mesquite Golf Club** – (230 single phase), located at 825 IH 30, Mesquite, Texas 75150.

3. Bidder shall be available for service within a 48-hour response time for emergency or unscheduled repairs.
4. Bidder shall provide all labor costs, tools, equipment; percent mark-up of materials/parts and trip charges, if applicable.

## **CONTRACTOR OPERATIONS**

1. The Contractor will work under the direction of the Manager of Parks or his Representative (hereafter referred to as "The City Representative") who will coordinate and monitor the maintenance and repair of each decorative fountain unit.
2. Contractor (successful bidder) will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Mesquite, and shall control his/her operations at the work site and be solely responsible for the acts or omissions of his/her employees.
3. The Contractor shall give his/her personal supervision to the work or shall have a competent supervisor on the job at all times during process of the work, with authority to act for him/her and be available for consultation with the "City Representative."
4. Contractor and employees will be courteous to the public at all times while at the work site.
3. Contractor may not sell, sublet or otherwise assign the contract maintenance/repair responsibilities to others without written consent of the Parks and Recreation Department.
6. Contractor must provide a valid telephone, and address at all times to specified City Representative. The telephone or beeper must be answered during normal working hours at least to take a message.
7. All wages, taxes and workman's compensation of all employees shall be paid by the Contractor.
8. The Contractor will be required to keep sufficient and proper equipment and labor on hand to perform the maintenance requirements outlined in this proposal.

## ***INSTRUCTIONS TO BIDDERS AND SPECIAL PROVISIONS***

1. Bids received by the City will be compared on a "Total Base Bid" basis.
2. The apparent low-bidder will be required to submit an original Certificate of Insurance; evidencing insurance coverage meeting all requirements stated in the **General Clauses and Conditions** within five business days of notification that bidder has submitted the apparent low bid. Failure or inability to provide the required insurance may be deemed a failure to perform and Bidder's cashiers' check or bid bond will be subject to forfeiture.
3. Payment(s) will be made to the successful bidder as follows: upon receipt of approved invoices, the City will submit them to the Accounting Department for payment to be made to the Contractor. A typical payment cycle is approximately thirty-(30) days from the date of receipt of the invoices.
4. Thirty-(30) day's advance written notice will be given by either party for termination of contract. The Parks and Recreation Department can cancel the Agreement immediately if the Department determines that the Contractor is not fulfilling their responsibilities. Additionally, CITY shall have the right to cancel this Contract if COMPANY fails to provide the goods and/or services in accordance with the Contract Documents after giving seven-(7) day's prior written notice.

## SCHEDULE OF BID ITEMS

For acquisition, delivery, installation, materials, labor, cleanup, incidentals and one year guarantee, per plans and specifications. In the event of additions or deletions to the contract items, the price per unit shall be used to determine change order amounts. **Overtime rates for Bid Items No. 1, 2 and 3 shall be determined by multiplying the Hourly Rate x 1.5. Prices quoted are F.O.B. Mesquite.**

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	HOURLY RATE (IN FIGURES)	TOTAL (IN FIGURES)
1	75	Hrs.	<b>Pump/Fountain Repairman/Technician:</b> Hourly Rate for standard work week (Mon-Fri), includes shop repair hours License No. (If Applicable) _____	\$ _____	\$ _____
2	125	Hrs.	<b>Helper:</b> Hourly Rate for standard work week (Mon-Fri) License No. (If Applicable) _____	\$ _____	\$ _____
3	15	Ea.	<b>Minimum Trip Rate</b> (If Applicable)	\$ _____	\$ _____
			<b>GRAND TOTAL</b>		\$ _____
4	1	Ea.	<b>Material Markup Percentage:</b> includes all materials/parts for all projects/jobs % markup _____		
<b>Total Base Bid of Items "1" through "3", complete and in place, for the sum of:</b> _____ Dollars _____ Cents <b>(written) LUMP SUM</b>					\$ _____ <b>(figures) LUMP SUM</b>

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. In case of discrepancy between the unit price and the total base bid (LUMP SUM), the unit price shall govern. The dollar amount for unit pricing will be rounded to the nearest penny.



Explanation of other charges not included in above:

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Bidder must submit a bid for **all** alternates. Failure to do so may result in the City deeming such bid incomplete and disqualifying same.

All substitutions as an "OR EQUAL" must be approved in writing by the City at least five (5) working days prior to bid opening.

It is understood that the quantities of work shown in the schedule of bid items is an estimate only and are subject to increase or decrease. The undersigned offers to do the work at the unit price as stated in the schedule of bid items.

The undersigned further agrees that the unit prices quoted include all items of work required as necessary for the accomplishment of the projected work and these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

It is understood and agreed that the selection of Base shall be at the complete discretion of the City and without recourse by the bidder. The right is reserved by the City to select the bid most advantageous to the City to reject any or all bids, and to waive all formalities. Bidder understands and agrees that the unit prices provided above shall be used for all additions and deletions from the accepted option.

**Addenda:** Contractor acknowledges receipt and incorporation into the bid of addenda as listed below:

Addendum No. \_\_\_ dated \_\_\_\_\_ Addendum No. \_\_\_ dated \_\_\_\_\_  
Addendum No. \_\_\_ dated \_\_\_\_\_ Addendum No. \_\_\_ dated \_\_\_\_\_

Contact information for checking status of project:

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Title: \_\_\_\_\_ Fax: \_\_\_\_\_

Five (5) Commercial Work References (Include: Names, Addresses, Phone No's., Dates, Work Description and Contract Amounts.)

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

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

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

4. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Recommended Equipment:

- ¾ Ton Truck or Van
- 10' John Boat
- Trailer

List of equipment available to be utilized on subject contract:

YEAR	MODEL	MAKE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

*Note:* The Contractor's equipment shall be in good repair and qualified personnel shall be responsible for the care and handling of the equipment. Sufficient equipment is required to carry out the requirements of the contract.

The undersigned Bidder hereby declares that he visited the site of work and has carefully examined the Contract Documents pertaining to the work covered by the above bid, and he further agrees to commence work within ten (10) days after date of written notice to do so.

Enclosed with this bid proposal is a Cashier's Check (5% of Bid) for \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars or a Bid Bond in the sum of (\$ \_\_\_\_\_) Dollars which it is agreed shall be collected and retained by the Owner as liquidated damages in the event this proposal is accepted by the Owner within forty-five (45) days after the bids are received and the undersigned fails to execute the contract and supply the required insurance (Workers Compensation and Liability) for the Owner within five-(5) days after the date said proposal is accepted, otherwise said check or bond shall be returned to the undersigned upon request.

Contractor acknowledges receipt of the following addenda: (List)

\_\_\_\_\_

I understand the above conditions fully.

SEAL  
(If Bidder is a Corporation)

\_\_\_\_\_ Firm Name

\_\_\_\_\_ Signature

\_\_\_\_\_ Name and Title (Print or Type)

\_\_\_\_\_ Address

\_\_\_\_\_ City and Zip Code

\_\_\_\_\_ Telephone (Include Area Code)

\_\_\_\_\_ Fax Number (Include Area Code)

**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 specified delivery date shall be a firm date as specified in the bid.

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

## ***NOTICE***

The following blank spaces in the contract are not to be filled in by the Bidder at the time of submitting his bid proposal. The form is submitted at this time to familiarize the Bidder with the form, which the successful Bidder will be required to execute upon award of the contract.

## CONTRACT FOR GOODS AND SERVICES

THIS CONTRACT is made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the **City of Mesquite**, Texas, a Municipal corporation located in Dallas County, Texas, (hereinafter called CITY), acting through its duly authorized City Manager, Cliff Keheley, and \_\_\_\_\_, a \_\_\_\_\_, located at \_\_\_\_\_, (hereinafter called COMPANY), acting by and through its duly authorized agent.

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

### I. DESCRIPTION OF GOODS AND/OR SERVICE

The CITY agrees to purchase and the COMPANY agrees to provide all of the goods and/or services as specified in the contract documents, such goods and/or services generally described as follows:

### **BID NO. I026-2018 Annual Repair and Maintenance of Fountains/Aerators at Various City Parks**

for the bid sum of \_\_\_\_\_ **Dollars** to be paid upon completion of service and/or acceptance of goods, in current funds at the unit or total prices, at COMPANY'S own proper cost and expense, including all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, bonds and other accessories and services necessary to complete delivery of same, in accordance with the contract documents, hereinafter defined, and subject to such additions and deductions as provided therein.

### II. CONTRACT DOCUMENTS

The contract documents shall consist of this written agreement and the bid proposal including special and general provisions, advertisement for bid, instruction to bidders, COMPANY'S bid, all addenda issued prior to award of contract, all plans, drawings, technical specifications and all other documents identified as pertaining to this Contract all of which are incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the other contract documents. The contract documents constitute the entire agreement between the CITY and COMPANY, and all are as fully a part of the Contract as if attached to and repeated in this agreement. The contract documents may be altered, amended or modified only as provided herein.

### III. PURCHASE/WORK ORDER

The goods and/or services to be provided under this Contract shall be commenced by COMPANY upon final execution of this Contract and on a date to be specified in a written "Purchase Order" or "Work Order" (whichever applicable), in accordance with the contract documents. Time is of the essence for this Contract.

### IV. MODIFICATION AND ASSIGNMENT

This Contract may not be altered, modified or amended except in writing properly executed by the parties and may not be assigned to a third party.

### V. TERMINATION

Unless otherwise provided in the contract documents, CITY may terminate this Contract at any time without cause with thirty (30) days written notice. Additionally, CITY shall have the right to cancel this Contract if COMPANY fails to provide the goods and/or services in accordance with the contract documents after giving seven (7) days prior written notice. Irrespective of which party shall effect termination or the cause therefor, CITY shall within thirty (30) days of termination compensate COMPANY for any delivery of goods and/or services made up to the time of termination. No amount shall be due for lost or anticipated profits.

## VI. GOVERNING LAW AND VENUE

The parties agree that the laws of the State of Texas shall apply to and govern this Contract and venue for any legal proceeding shall be in Dallas County, Texas.

## VII. INDEPENDENT CONTRACTOR/INDEMNITY

It is agreed for all purposes hereunder, the COMPANY 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.

**COMPANY 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 COMPANY's goods and/or services provided in connection with or incidental to this Contract and from any liability arising out of, or resulting from, the intentional acts or negligence, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons WHETHER OR NOT ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY THE ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF THE OFFICERS, EMPLOYEES, OR AGENTS OF THE CITY.**

**COMPANY further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, 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 COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.**

**Further, CITY assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premise defects, real or alleged, in the vicinity where such goods and/or services are to be delivered by COMPANY, which may now exist or which may hereafter arise upon the premises, responsibility for any and all such defects being expressly assumed by COMPANY. COMPANY understands and agrees that this indemnity provision shall apply to any and all claims, suits, demands, and actions based upon or arising from any such premise defects or conditions, including but not limited to any such claim asserted by or on behalf of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.**

**It is further agreed with respect to the above indemnity, that CITY and COMPANY will provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affects or might affect the COMPANY or CITY, and CITY shall have the right to compromise and defend the same to the extent of its own interests.**

## VIII. INSURANCE

COMPANY shall provide and maintain, for the term hereof, all such insurance as set forth in the contract documents and it is the responsibility of COMPANY to provide CITY with a Certificate of Insurance, evidencing compliance at the time of execution hereof.

## IX. DISCRIMINATION REGULATIONS

COMPANY, in the execution of this Contract and particularly in the employment practices engaged in, agrees that it will not discriminate on the basis of race, color, religion, national origin, sex, age, handicap, or disability.

#### X. NOTIFICATION

All notices and communications required herein shall be personally delivered or mailed to the other party by United States certified mail, return receipt requested. Unless otherwise changed in writing by the respective party, notice intended for COMPANY shall be sent to the COMPANY's address as shown on COMPANY's Proposal; notice intended for CITY shall be sent to CITY at the following address:

\_\_\_\_\_. Mailed notices shall be deemed to have been received three (3) days after mailing.

#### XI. COMPLIANCE WITH APPLICABLE LAWS

COMPANY 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 COMPANY or the services and/or items to be provided, specifically and not limited to any ethics laws. In particular, COMPANY is put on notice that CITY will require compliance with Chapter 176 of the Texas Local Government Code (hereinafter referred to as "Chapter 176") requiring any person who contracts or seeks to contract with CITY to disclose potential conflicts of interest as defined in Chapter 176 by completing the attached Conflict of Interest Questionnaire and returning same to CITY in accordance with Chapter 176. Additionally, 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 instructions on filing Form 1295 can be found at the Texas Ethics Commission web site at the following web address:

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

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

#### XII. 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.

#### XIII. 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.

#### 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.



IN WITNESS WHEREOF, CITY and COMPANY have executed this Contract in three (3) counterparts, each of which shall be deemed an original, the day and year first written above.

**CITY OF MESQUITE  
(CITY)**

\_\_\_\_\_  
**(COMPANY)**

By: \_\_\_\_\_  
Cliff Keheley, City Manager

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ATTEST:

Printed Title: \_\_\_\_\_

By: \_\_\_\_\_  
Sonja Land, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney or designee

\_\_\_\_\_  
Notary Public in and for the State of Texas

## **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 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

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

Physical Address:

City of Mesquite  
1515 N. Galloway  
Mesquite, TX 75149

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

Thank you

Ryan Williams  
Manager of Purchasing