REQUEST FOR PROPOSALS (RFP) NO. 2018-026

CLOSING DATE AND TIME: NOVEMBER 28, 2017 - 2:00 P.M.

PRE-EMPLOYMENT AND INJURY MEDICAL SERVICES

PROPOSALS SHALL BE SUBMITTED ON THIS FORM

The City of Mesquite, Texas invites sealed proposals from all qualified vendors desiring to furnish the City with the Pre-Employment and Injury Medical Services, complying with the following specifications as listed herein.

A sealed copy of the bid proposal may be submitted by courier or hand delivered to Ryan Williams, Manager of Purchasing, City of Mesquite, 1515 N. Galloway, Mesquite, Texas 75149. Proposals may also be mailed to Ryan Williams, Manager of Purchasing, City of Mesquite, P.O. Box 850137, Mesquite, Texas 75185-0137. Mark envelope in lower left corner "RFP NO. 2018-026; Pre Employment and Injury Medical Services," so that the proposals will not be opened until the appointed hour. Proposals may also be submitted by courier, hand delivered in a sealed envelope or box to Ryan Williams, Manager of Purchasing, City of Mesquite, 1515 N. Galloway Avenue, Mesquite, Texas 75149. Proposals submitted must be received before proposal closing on Tuesday, November 28, 2017 at 2:00 p.m. Faxed bid proposals will not be accepted.

GENERAL CLAUSES AND CONDITIONS

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

2. Vendors who do not respond to this particular proposal, but who want to remain on our mailing list for future opportunities shall indicate “NO PROPOSAL” on the face of this page by putting the date and signed by the authorized representative of your company and return this page to the Purchasing office. Your assistance in this matter is greatly appreciated.

3. Protection of Resident Workers: The City of Mesquite actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

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

5. Proposals must be received in duplicate, on this form, prior to the closing date and time to be considered. 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.

6. 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.

7. Proposer 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 proposal award.

8. A completed W-9 form will be required within five business days by the apparent low proposer 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 must be signed, notarized and submitted with bid proposal.

11. A representative of the proposing entity who is authorized to enter into contract on behalf of the proposing entity must manually sign proposals in ink. The person signing the proposal must indicate his/her title along with signature. Proposals received without proper signature will not be considered.

12. The prices quoted in this bid proposal shall be F.O.B. Mesquite and cover costs for packaging, delivery, and handling, REGARDLESS OF THE SIZE OF ORDER, to the City of Mesquite Warehouse, 1101 E. Main Street, Mesquite, Texas 75149.

13. Any ambiguity in the bid proposal as a result 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. The City of Mesquite reserves the right to reject any and all proposals, waive formalities and to make award of bid proposal as may be deemed to the best advantage of the City. No proposal 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 proposer.

16. The City is not liable for any cost incurred by Proposers in replying to this RFP. This includes costs to determine the nature of the proposal, submitting, negotiating, presentations or any other costs a vendor would incur in responding to the RFP.

17. Proposers shall complete all information requested and blanks provided shall be filled in on the provided forms. Failure to completely describe the merchandise being proposed may result in rejection of your bid proposal.

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

20. It shall be understood all proposals, responses, inquiries or correspondence relating to or in reference to this RFP, and all reports, charges and proposal or referencing information submitted in response to this RFP shall become the property of the City, and will not be returned. The City will use discretion with regard to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a governmental entity, the City is subject to making records available for disclosure.

21. All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated in the RFP. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the Texas Open Records Law and other applicable state statutes.

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

23. It is the vendor’s responsibility to check for any addendums that might have been issued before the proposal closing date and time.

24. 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 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 _______Yes _______No.

25. 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. Other criteria described in this RFP will be considered, as well as any other factors the evaluation team determines may affect the suitability of the proposal for the City’s requirements. A Proposer’s submission of a proposal constitutes their acceptance of the evaluation technique.

26. Price quoted shall prevail for the entire term of the contract; one (1) year starting after proposal is awarded by City Council to the successful proposer. A renewal option is included as a part of this proposal for an additional two (2) one-year periods, renewable on anniversary of the original date, provided proposer can maintain proposal prices and both parties are in mutual agreement.

27. The Contract forms are included for proposers 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. **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 Proposer 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. 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.

3. Any deviations from specifications and alternate proposals must be clearly shown with complete information provided by the proposer. They may or may not be considered by the City.

4. 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.

5. The City shall have the right to modify this order subject to an adjustment in the price in accordance with the applicable provisions of the purchase order, if any, or pursuant to mutual agreements. No agreement or understanding to modify this order shall be binding on the City unless it is in writing and signed by an authorized representative of the City.

6. 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.

7. All questions must be submitted via fax or email by **Friday, November 17, 2017 at 2:00 P.M.** to Ryan Williams, Manager of Purchasing at purchasing@cityofmesquite.com.

8. Proposers shall submit a total of five (5) references.

9. Proposers shall fill out the following required documents, as noted in the bid proposal. If the following forms are not included, the bid proposal may be considered non-responsive.

   **Check List:**
   - Conflict of Interest Questionnaire
   - Non-Exclusion Affidavit for General Contractors
   - Prohibition On Contracts With Companies Boycotting Israel - House Bill 89 Form
   - References
CONTRACTING WITH THE CITY OF MESQUITE
Updated: January 8, 2016

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

YOU WILL BE REQUIRED TO COMPLY WITH THE FOLLOWING:

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

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

PLEASE COMPLETE THE ATTACHED FORM CIQ AND SUBMIT WITH YOUR RESPONSE.

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

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

PLEASE DO NOT COMPLETE FORM 1295 UNTIL YOU HAVE BEEN NOTIFIED OF CONTRACT AWARD AND REQUESTED TO ELECTRONICALLY FILE FORM 1295 WITH THE TEXAS ETHICS COMMISSION.
CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.098(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.008, Local Government Code. An offense under this section is a misdemeanor.

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

☐ 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.)

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

Name of Officer

3. 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

4. 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.

5. 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).

6. Signature of vendor doing business with the governmental entity

Date

Form provided by Texas Ethics Commission
www.ethics.state.tx.us
Revised 11/30/2015
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(a):** “Business relationship” means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

   (1) the date that the vendor:

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

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

   (2) the date the vendor becomes aware:

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

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

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

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

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

Acceptance of Gifts or Gratuities

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

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

Conflicts of Interest

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

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

Solicitation by City Employees

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

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

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

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

Your Rights and Expectations

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

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

Cliff Keheley
City Manager
Non-Exclusion Affidavit for General Contractors

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

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

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

_____________________________  ________________________________
Signature of Contractor Representative  Date

Sworn to and subscribed before me this ________ day of __________, 20________

______________________________
Notary Public in and for ____________ County, ______________ (Insert State Name)
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
PROPOSAL EVALUATION

RFP shall be awarded to the best-quoted proposal. The proposals will be evaluated on the factors outlined below which shall be applied to all eligible, responsive proposals in selecting the successful offerer. 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.

Sealed Proposal Submission

Proposals shall be sealed and clearly marked with the Proposer’s name and return address, and indicate the proposal number and title. Facsimile or e-mail submitted proposals will not be accepted. Responses received after the deadline cannot be considered and will be returned unopened. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other delivery method employed by the Proposer.

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

CRITERIA FOR EVALUATION IN ORDER OF IMPORTANCE:

1. Experience in providing quality activity/job related fitness evaluations, medical exams, injury care and related services 20%
2. Experience providing quality medical services according to the Texas Department of Workers’ Compensation statutory requirements, with no findings (adjudicated) of wrong doing by governing authorities 20%
3. Provider quality as shown through references, background checks, staff professionalism, and physical condition of facilities 20%
4. Response time as measured from time of patient arrival to delivery of related medical services not to exceed thirty minutes 20%
5. Availability as measured regarding location and hours of operation 20%

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.
PROPOSAL INFORMATION

SCOPE OF WORK

GENERAL SCOPE

Occupational Health Service Provided Will Include:

1. Workers’ Compensation treatment, on-the-job illnesses, and injuries;
2. Post offer pre-employment physicals with customized functional assessments;
3. Re-certification physicals for employees subject to Department of Transportation and Federal Highway Administration physical qualifications for commercial ("CDL") drivers;
4. Drug Testing and Medical Review Officer Program.
5. Infectious disease and immunization programs;
6. Return-to-duty examinations with customized functional assessments; and
7. Records Management.

Detail of Services

Occupational Illnesses and Injuries (Workers’ Compensation Treatment)

Provide initial examination and follow-up treatment for on-the-job injuries and illnesses including, but not limited to, musculoskeletal sprains/strains, fractures, lacerations, significant exposures, repetitive motion and other ergonomic conditions, and other ambulatory procedures.

Services must include the following:

1. Coordinate with Human Resources / Risk Management staff representative for Return to Work Program;
2. Provide drug and alcohol substance abuse testing services to support the drug-free workplace policy;
3. Maintain confidential employee medical records;
4. Obtain appropriate authorization for treatment and document previous medical history and treatment;
5. Evaluate employee medical condition to establish medical treatment plan, restrictions, and work status;
6. Recommend rehabilitation and treatment plan focused on expedient and safe return to work;
7. Document use of safety equipment and procedures relative to cause of injury/illness;
8. Provide medical supplies inclusive of dressings, suture material, splints, braces, supports, wraps, rib belts, bandages, crutches, etc. that are medically appropriate to treat ambulatory injuries as previously outlined;
9. Perform fitness-for-duty examinations, as required, by providing a functional assessment physical, customized for physical requirements of various employee positions;
10. Review job descriptions and job modifications as requested;
11. Provide care consistent with practice parameters, work modification and disability guidelines, and Texas Division of Workers’ Compensation requirements;
12. Provide reports documenting maximum medical improvement dates, disability ratings, medical restrictions, and medical status as requested by the City;
13. Provide timely reports and updates to Human Resources / Risk Management staff regarding findings related to pre-employment and injury care activities.
14. Provide medical opinions regarding employee physical fitness, agility assessments, and physical ability standards as requested;
15. Provide witness testimony at Workers’ Compensation hearings, if necessary; and
16. Work with the City of Mesquite’s designated Claims Adjuster for Workers’ Compensation.
Post-Offer, Pre-Employment Physical Examination

1. Conduct medical examinations for all prospective employees in accordance with appropriate job requirements.
2. The medical examination and review of the collected medical history must be performed by a licensed Physician (MD or DO), Physician Assistant (PA), or Nurse Practitioner (NP) experienced in occupational medicine and/or ambulatory care.
3. A final written report (Medical Clearance), stating if the applicant passes or failed the pre-employment testing shall be emailed within twenty-four (24) hours of examination.
4. Examinations are to include height, weight, urinalysis, blood pressure, hearing test, vision screen, drug screen when requested, breath alcohol testing ("BAT") when requested, physical exam, and a customized functional assessment tailored to the nature of the position.
5. Provide certain employee groups a comprehensive physical examination (Firefighters and Police Officers) including the basic examination plus chest x-ray, lumbar sacral, pulmonary function test, chemical and blood test, and electrocardiogram tests (at rest or cardiovascular stress test).
6. Coordinate a review with the individual’s primary care physician(s) for pre-existing medical conditions including diabetes, visual impairments, respiratory problems, and other congenital/chronic problems, if necessary.
7. Provide initial reading and interpretation of lumbar-sacral spine, x-rays, and tests to evaluate post-offer candidates for job positions identified as requiring heavy labor demands.

Re-Certification Physical

1. Perform annual physical examinations employee groups in accordance with City policy and other regulatory guidelines as required.
2. For abnormal results, provide appropriate follow-up and referral based on findings.
3. Basic examination example: height, weight, urinalysis dipstick, blood pressure, vision, drug screen, and physician examination.
4. Provide additional examinations (Firefighters and Police Officers) employee groups, such as comprehensive annual examinations including: a basic examination plus chest x-rays, lumbar sacral, pulmonary function test, chemical and blood test, and electrocardiogram tests (at rest or cardiovascular stress test), as well as such additional tests and examinations as may be necessary or appropriate.

Substance Abuse Testing and Medical Review Officer Services

1. Provide Comprehensive drug and alcohol testing program to support the City of Mesquite’s Drug-Free Workplace Policy.
2. When requested, conduct urine drug screens and/or breathe alcohol testing for post-offer physicals, annual physicals, post-accident, promotion, transfer, reasonable suspicion, and follow-up tests as required.
3. The Medical Review Officer (MRO) shall be a licensed physician, either M.D. or D.O., who is knowledgeable in substance abuse disorders, in the medical use of prescription drugs, and the pharmacology and toxicology of illicit drugs.

Returned to Duty

1. The following is a listing of the MRO’s specific responsibilities.
2. Receive negative and confirmed positive drug test results from certified laboratory.
3. Request, if needed, a quantitative description of test results.
4. Receive and review a certified copy of the original “Chain of Custody” document to ensure that it is complete and sufficient on its face.
5. Review and interpret confirmed positive test results.
6. Review the individual’s relevant medical history or any other relevant biomedical factors.
7. Give the individual an opportunity to discuss test results, either by telephone or face-to-face.
8. Consult with laboratory officials or other drug abuse experts, as necessary.
9. Reject urinalysis results that do not comply with the mandatory guidelines.
10. Determine whether a result is consistent with legal drug use, and report to the City’s Designated Representative(s) any substance use, which may compromise safety.
11. Prior to verifying a positive test result, determine whether there is clinical evidence, in addition to the urine test, of unauthorized use of any opium, opiate, or opium derivative.
12. Forward results of verified positive tests to the Human Resources / Risk Management staff designee named in the contract. Be available for consultation with the Director of Human Resources / Risk Management staff or designee.
13. May be called on to testify in court or other grievance proceedings regarding verified positive findings.
14. Shall have the capability of providing “RUSH” service if required.
15. Shall turn over records to any new medical review officer (“MRO”) at the end of the contract

Records Management

1. Maintain medical records (active and inactive) of employees according to standard practices and applicable regulations at a designated centralized location.
2. Maintain confidential, accurate medical information systems with Electronic Data Interchange to employer.
3. Provide copies of routine and post-offer pre-employment physicals for patients including laboratory results, EKG, audiometric testing, urine, and blood work results.
4. Provide certified copies of medical records for City of Mesquite representatives and subpoenas as needed or requested.
5. Copy and provide medical records to City representatives for special programs including, but not limited to: pension and long-term disability applications, Family Medical Leave Act, unemployment hearing, life insurance, and liability claims, as requested.

Appointment Scheduling & General Administration

1. Performance standards will be defined to comply with the following expectations:
2. Request for appointments must be scheduled within 24 hours and post-offer pre-employment physicals within three (3) working days;
3. Patient waiting time not to exceed 30 minutes (arrival time to onset of expected services);
4. Medical clearances must be submitted to designated Human Resources / Risk Management staff representative within 24 hours. Clearances may be submitted via e-mail or phone;
5. Proposers are to submit a copy of a quality management plan;
6. Maintain chain of custody for 100% of drug tests;
7. Initial treatment reports of new injuries to Human Resources / Risk Management staff representative and Claims Adjuster provided by the next business day after which injury is treated;
8. Follow-up injury care visit;
9. Follow-up diagnostic testing results to be forwarded to Human Resources / Risk Management staff representative, CLAIMS ADJUSTER and patient within 24 hours of report receipt;
10. Radiologist review of all x-rays with final written interpretation within 48 hours;
11. Provide detailed Return-to-Work Status forms as specified for every initial and follow-up visit, to be sent to Human Resources / Risk Management staff representative and Claims Adjuster via e-mail by 5:00 p.m. day of visit, or for visits prior to 3:00pm.
12. Visits after 3:00 p.m. will be sent by 9:00 a.m. the following business day;
13. All telephone requests for information before 3:00 p.m. will be responded to the same business day. Calls received after 3:00 p.m. will by responded to by 12:00 p.m. the following business day;
Drug and Alcohol Testing

1. All drug and Alcohol testing shall be performed in an approved Laboratory by a certified technician.
2. Results of all positive tests will be reported to Human Resources / Risk Management staff representative as per City of Mesquite “Drug Free Work Place” policies.
3. Medical Review Officer services to be provided by a certified physician Medical Review Officer.
4. All alcohol testing will be performed by certified breath alcohol technicians and in compliance with established guidelines.
5. Full time employees as a result of a positive drug or alcohol screen will follow the applicable standard policies subject to referral for counseling and follow-up drug and alcohol testing.
6. The Provider will conduct applicant testing, reasonable suspicion, post-accident, return-to-duty, follow-up and random testing according to employer policy and direction.
7. Provide Human Resources / Risk Management staff with reports to complete the Drug and Alcohol Management Information System (MIS) Reporting. Reports need to be provided by the second week of January.
8. Must be able to identify between FTA and City authorized drug and alcohol test when applicable.

Fitness for Duty

1. Coordinate with Human Resources / Risk Management staff representative and perform fitness-for-duty and functional assessment exam within 48 hours for routine requests, 24 hours for urgent requests.
2. Verbal physician’s statement to be available within 24 hours after patient visit followed up by a final detailed emailed or typed physician’s statement within 48 hours.

Management Reports

1. Reporting of clinical activity reports should include, but are not limited to:
2. Quarterly no-show listing appointments and follow-up visits by department;
3. Quarterly break-down of patient visits with diagnosis with subtotals by department;
4. Quarterly number of visits per month for employees by department; and
5. Quarterly treatment cost summary by department.
6. Quarterly breakdown of Drug and Alcohol test by type of test and safety sensitive category.
7. Per Occurrence: Professional level reports required regarding fitness for duty exam(s) with a thorough explanation clearly stipulating passed or failed components.
COMMUNITY SERVICES REQUIREMENTS

The Department of Community Services has the need for civilian pre-placement examinations and drug and alcohol testing as described in the General Scope of work and in the scope for Human Resources / Risk Management staff, section 3.1 and 3.6.

Animal Services within Community Services has the need for Pre-Exposure Rabies Inoculations and Rabies Titer blood checks for those already vaccinated.

HUMAN RESOURCES / RISK MANAGEMENT STAFF REQUIREMENTS

Citywide Pre-Placement Examinations and Other Related Services

The successful vendor will be provided a copy of the job description/physical requirements for all positions that require a pre-employment physical. Vendor shall work with Human Resources / Risk Management staff representatives to set-up protocols to coordinate pre-employment testing schedules and departmental requirements.

A. Civilian Pre-Placement Examinations

Approximately 50 post-offer examinations (the actual number of physicals may or may not meet or exceed the approximate number provided) conducted annually when specified by the Human Resources / Risk Management staff Department. The physical shall consist of components administered in the following sequence:

1. Vendor shall provide a process by which a comprehensive medical/health/pre-placement exam can determine the applicant's ability to perform the job related duties. This shall include general information, social history, occupational history, and review of body systems.

2. Pre-Placement Examination

This pre-placement examination shall be performed by a licensed physician, or, under the review of a licensed physician. The exam shall include the following:

a. height, weight, pulse, hearing, blood pressure, and urinalysis.

b. vision testing for nearsightedness, farsightedness, color blindness, depth, and near and far lateral vision.

c. functional capacity testing to determine applicant's ability to perform the job related duties and objectively assess risk or direct threat. This should include an on-site evaluation of those positions that require physical requirements and a written report. (See Appendix E.)

d. hearing examination to determine base line hearing abilities and to establish if any loss of hearing has occurred. The attending physician shall evaluate results of this test. (This part of the examination will be administered upon request for specified positions.)

B. Confined Space Evaluation (Approximately 30) the actual number may or may not meet or exceed the approximate number provided) Confined space physical examinations must determine if an employee can wear respiratory protection required in a confined space environment.

C. Drug and Alcohol Testing

1. Vendor will furnish drug and alcohol testing and specimen collection of safety-sensitive employees or prospective safety-sensitive employees of the City in accordance with the latest guideline according to City requirements. These drug tests will be no less than 5-panel tests.
2. The City may also specify a 10-panel drug test, or, may agree to an accepted battery of substances and tests.

3. The City requires that only a DHHS laboratory be used for conducting the laboratory procedures and reserves the right to choose the lab.

   a. Drug and alcohol tests may be conducted for the following reasons:
      (1) Pre-employment
      (2) Random
      (3) Reasonable suspicion
      (4) Post Accident
      (5) Return to Duty
      (6) Follow-up

D. Various Tests, Inoculations and Vaccinations

Throughout the year, various tests and inoculations may be needed. The number of individuals requiring these services will vary.

1. AIDS, HIV Infection and Related Conditions

   a. The vendor will have a physician review and discuss with the employee the request for testing and, based on the information provided, determine the appropriateness of testing. The vendor will have a physician or other person who is particularly knowledgeable in the transmission and risk factors of communicable diseases counsel the exposed employee regarding: risk to him/herself of infection; signs and symptoms of infection; methods for reducing exposure; and other pertinent topics as specified by the Center for Disease Control.

   b. If medically advisable, the employee will be given the HIV Test at three (3) intervals: 6 weeks, 3 months and 6 months. All positive tests will be confirmed using the Western Blot Test.

   c. All test results, positive or negative, will only be reported in person.

   d. Test results will be reported to the person being tested. Results to be released to the City will be sent in a sealed envelope marked "Confidential."

2. Inoculations or Vaccinations for Communicable Diseases

   a. The vendor will furnish the following vaccines on an as needed basis for required positions and as recommended by CDC exposure guidelines:

      (1) Hepatitis B Vaccine
          3 doses at 0, 1, and 6 months; or
          4 doses at 0, 1, 2, and 12 months
      (2) Hepatitis B Booster (based on titers)
      (3) Measles Vaccines
      (4) Mumps Vaccines
      (5) Diphtheria Tetanus Vaccine
      (6) Hepatitis A
      (7) Pre-exposure Rabies Inoculation and Rabies Titers
E. **Feedback**

The physician shall be required to provide to the City of Mesquite findings concerning the health and fitness of the applicants and provide a written determination as the applicant’s physical readiness to perform the job duties. Documentation must be clear and specific.

If a new vendor is selected, it is expected that the new vendor will work with the prior vendors to obtain medical records related to both the Fire Department and the Police Department annual physicals to be able to provide continuity in the future for both the employee and the City of Mesquite. The City of Mesquite is required to have access to medical records of this type while the employee is active and 30 years post-employment. The vendor is expected to assist the City of Mesquite and the employee by monitoring the annual physical records to note trends and/or issues that would be of concern to the employee and the City of Mesquite as an employer and promote the health and fitness of the employee. Additionally, the City of Mesquite may need to send an active employee for a health and fitness evaluation and will need an opinion from the physician as to the employee’s fitness to perform the essential functions of their job.

F. **Health Fitness**

When it is suspected that the physical or mental impairment of an employee constitutes a hazard to individuals or property, or, may prevent the employee from effectively performing the essential job functions of their position, the employee may be required to sign any related medical records authorization forms for access and review, of existing and subsequently created records, and, submit to an evaluation of health fitness for duty.

*Questions*

Proposers are asked to examine this RFP upon request. All questions or clarifications shall only be directed in writing via fax or e-mail to purchasing@cityofmesquite.com before the designated deadline for written questions. Questions received after the date specified above may not receive response. Any contact or attempt to contact any other employee of the City regarding this RFP may result in the immediate disqualification of the Proposer. Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written addenda will be binding.
**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 authorizes the City to award to another proposer, purchase elsewhere, and charge the full increase in cost to the defaulting proposer.

**NON-PERFORMANCE CONDITION**

If the product or training is not in conformance with the specifications and requirements of the City, the vendor shall redo and complete any work necessary, bring the product or training into compliance at the vendor’s expense.
REFERENCES

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

1.______________________________________________________________
   ______________________________________________________________
   ______________________________________________________________

2.______________________________________________________________
   ______________________________________________________________
   ______________________________________________________________

3.______________________________________________________________
   ______________________________________________________________
   ______________________________________________________________

4.______________________________________________________________
   ______________________________________________________________
   ______________________________________________________________

5.______________________________________________________________
   ______________________________________________________________
   ______________________________________________________________
PRE-EMPLOYMENT AND INJURY MEDICAL SERVICES

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

I certify that ___________________________ and its response complies with these specifications.

(Name of Organization)

__________________________________________________
Signature

__________________________________________________
Type/Print Name

__________________________________________________
Title

__________________________________________________
Date
NOTICE

The following blank spaces in the contract are not to be filled in by the Proposer at the time of submitting his proposal. The contract form is submitted at this time to familiarize the Proposer with the form of contract, which the successful Proposer will be required to execute.
CONTRACT FOR GOODS AND SERVICES

THIS CONTRACT is made and entered into this the ___ day of _____________, 2017 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:

RFP NO. 2018-026 Pre-Employment and Injury Medical Services

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, licensees, invitees and other persons, as well as their property, while engaged in the delivery of such goods and/or services pursuant to this Contract or while on CITY’s premises where the services are being provided. It is expressly understood and agreed that CITY shall not be liable or responsible for the negligence of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

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

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

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.

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**CITY OF MESQUITE**

(CITY)

By: ______________________________

Cliff Keheley, City Manager

ATTEST:

By: ______________________________

Sonja Land, City Secretary

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**COMPANY**

(COMPANY)

By: ______________________________

Printed Name: ________________________

Printed Title: _________________________

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**Acknowledgment**

State of Texas, County of ___________: Before me the undersigned authority on this day personally appeared ____________, known to be the person whose name is subscribed to the foregoing document and known to me to be the ______________________ (title) of ______________________ and acknowledged to me that (s)he executed said document with full authority to do so and for the purposes and consideration expressed therein. Given under my hand and seal of office the ____ day of ______________, 2017.

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**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 (if applicable)
- 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

Physical Address:  
City of Mesquite  
1515 N. Galloway  
Mesquite, TX 75149

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

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

Thank you

Ryan Williams  
Manager of Purchasing