



BID NUMBER I112-2009

Deck and Shake Sealer Application on KidsQuest Playground Wood Surfacing

DOCUMENTS ARE DUE PRIOR TO:

Aug 25, 2009 2:00:00 PM CDT

NO LATE BIDS WILL BE ACCEPTED

DOCUMENTS MAY BE SUBMITTED ELECTRONICALLY TO:

www.bidsync.com

DOCUMENTS MAY BE DELIVERED TO:

1515 N. GALLOWAY AVE.

PURCHASING DIVISION

MESQUITE, TX 75149

DOCUMENTS MAY BE MAILED TO:

CITY OF MESQUITE

PURCHASING DIVISION

P.O. BOX 850137

MESQUITE, TX 75185-0137

Bids will be publicly opened and read by the Purchasing Manager. If mailed or delivered in person, write the bid number on the envelope in the lower left corner. Time Critical Bid/Proposal Deliveries: The City of Mesquite can not guarantee, due to internal procedures, that any bids/proposals sent Priority Mail will be picked up and delivered by the closing date and time. It is recommended that critical bid/proposal deliveries be made either in person or via an alternate delivery method.

Bid I112-2009 Deck and Shake Sealer Application on KidsQuest Playground Wood Surfacing

Bid Number	I112-2009
Bid Title	Deck and Shake Sealer Application on KidsQuest Playground Wood Surfacing
Bid Start Date	Jul 29, 2009 2:00:56 PM CDT
Bid End Date	Aug 25, 2009 2:00:00 PM CDT
Bid Contact	Angela Alford 972-216-6390 aalford@ci.mesquite.tx.us
Contract Duration	1 year
Contract Renewal	Not Applicable
Prices Good for	45 days
Bid Comments	It is the intent of the City of Mesquite's Park Services Division to obtain quotes on the application of Deck and Shake Sealer at the KidsQuest Park Playground. See the General Clauses and Conditions and the Special Provisions

Item Response Form

Item	I112-2009-1-01 - Application of a 55-gallon drum of Deck and Shake
Quantity	1 each
Unit Price	
Delivery Location	City of Mesquite <u>City of Mesquite Parks Facility</u> 1101 E. Main Street Mesquite TX 75149 Qty 1
Description	Application of a 55-gallon drum of Deck and Shake to be supplied by the Mesquite Parks and Recreation Department for the KidsQuest Playground wood surfacing at 1626 Gross Road, Mesquite, Texas 75149.

INVITATION TO BID (ITB) NO. I112-2009**CLOSING DATE AND TIME: AUGUST 25, 2009 - 2:00 P.M.*****DECK AND SHAKE SEALER APPLICATION
ON KIDSQUEST PLAYGROUND WOOD SURFACING*****BIDS SHALL BE SUBMITTED ON THIS FORM**

The City of Mesquite, Texas, invites electronic bids, faxed bids or mailed bids from all qualified vendors desiring to bid on the Deck and Shake Sealer Application on KidsQuest Playground Wood Surfacing, complying with the following specifications as listed herein.

The City of Mesquite strongly encourages all vendors to submit bids online through BidSync (www.bidsync.com) (Formerly RFP Depot). If you are unable to submit your bid electronically, you may submit a paper copy to Michele Brand, Manager of Purchasing and Telecommunications, City of Mesquite, P.O. Box 850137, Mesquite, Texas 75185-0137. Mark envelope in lower left corner "BID NO. I112-2009 Deck and Shake Sealer Application on KidsQuest Playground Wood Surfacing," so that the bids will not be opened until the appointed hour. Bids may also be faxed to (972) 216-6397 or hand delivered before bid closing on Tuesday, August 25, 2009 at 2:00 p.m. to the City of Mesquite, Purchasing Division, 1515 N. Galloway, Mesquite, Texas 75149.

GENERAL CLAUSES AND CONDITIONS

1. If you have questions regarding the preparation of your bid, you may contact Michele Brand, Manager of Purchasing and Telecommunications, City of Mesquite, telephone (972) 216-6201. For technical questions, contact John Frame, Manager of Park Services at (972) 216-8121, or Travis Sales, Park Services Superintendent at (972) 216-6913.
2. If you do not intend to bid on this project, please complete bottom portion of bid sheet, mark bid sheet "NO BID" and return form to the Purchasing Department. Your assistance in this matter is greatly appreciated.
3. 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.
4. 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.
5. Mailed bids must be **received in duplicate**, on this form, prior to the closing date and time to be considered. Faxed bids only require one copy faxed to the number indicated above. Mailed or faxed 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.

6. Disadvantaged business/HUB vendors listed with the Office of Small Business Assistance of the General Services Commission are requested to provide a copy of their current certificate.
7. Bidders shall complete the non-collusion statement included in the bid.
8. The prices quoted in this bid proposal shall be F.O.B. Mesquite and cover costs for packaging, delivery, and handling to the City of Mesquite Warehouse dock, 1101 E. Main Street, Mesquite, Texas.
9. The City of Mesquite reserves the right to reject 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.
10. Either the City of Mesquite or successful bidder may terminate this Contract at any time with thirty - (30) days written notice.
11. 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.
12. The City is exempt from all sales and excise taxes.
13. 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 vendor shall not have any claim against the City of Mesquite for any quantities ordered that is less than the estimated bid amount.
14. 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.

15. ALL BIDDERS must submit, with bid, proof of their current coverage under insurance policies for General Liability and Worker's Compensation. Proof shall be by submission of copies of current policies or current Certificates of Insurance. Proof must include the effective dates of coverage. The fact that a bidder has previously submitted a Certificate of Insurance with another department, or for another contract through this department, is not acceptable as proof of having coverage, and will not satisfy this requirement. **Bidders shall mail proof of insurance to the Purchasing Office prior to bid closing date and time. Mark all correspondence with the bid number, description and bid closing date. Mail to: Purchasing Division, City of Mesquite, P.O. Box 850137, Mesquite, TX 75185-0137.**
16. Prices shall be filled in and extended on the "item response form." In case of discrepancy between the unit price and the extension, the unit price will be taken.
17. Award of bid shall be made on an "all or none" basis at the discretion of the City of Mesquite.
18. Bidder shall complete all information requested and fill in the blanks provided on the "item response form" beside or under each item. 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.

SPECIAL PROVISIONS

1. DISCLOSURE OF CONFLICT OF INTEREST AND COMPLIANCE WITH ALL OTHER APPLICABLE LAWS

Bidder 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 Bidder or the services and/or items to be provided, specifically and not limited to any laws relating to conflicts of interest. In particular, Bidder is put on notice that City will require compliance with Chapter 176 of the Texas Local Government Code (hereinafter referred to as the "Act") requiring any person who contracts or seeks to contract with the City to disclose potential conflicts of interest as defined in the Act by completing the Conflict of Interest Questionnaire included in this bid proposal and returning it to the City in accordance with the provisions of the Act. Failure to comply with any applicable laws, including the provisions of the Act, may result in: i) the forfeiture by Bidder of all benefits of the Contract; ii) the retainage by City of all services performed by Bidder and iii) the recovery by City of all consideration, or the value of all consideration, paid to Bidder pursuant to any awarded contract.

It is preferred that the attached Conflict of Interest Questionnaire be submitted with the bid submittal or within seven (7) days of the bid opening date.

2. The apparent low bidder will be required to submit a W-9 form within seven (7) days of the bid opening date.
3. The City of Mesquite strongly encourages all vendors to submit bids online through RFP Depot (www.rfpdepot.com). If you are unable to submit your bid electronically, you may submit a paper copy to the Purchasing Office, 1515 N. Galloway Avenue, Mesquite, TX 75149 or fax your bid to (972) 216-6397.
4. Bidders shall fill out the following forms, as noted in the bid and either attach them electronically to their bid or mail. If bidder is not electronically attaching forms, they shall be mailed prior to the bid closing date and time to the City of Mesquite Purchasing Division, 1515 N. Galloway, Mesquite, Texas 75149.

Forms required:

- *Item Response Form
- *Disadvantage Business Enterprise Only (DBE)
- *Non-collusion Statement
- *Proof of Insurance or Insurance Affidavit
- *Conflict of Interest Questionnaire
- *Special Conditions, Federal Tax ID Number, Terms, Delivery and Signature Page

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>
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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 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.
2. Be provided with a waiver of subrogation, in favor of the City on all required insurance.
3. Be provided with an unconditional 30 days advance written notice of cancellation or material change.
4. Prior to execution of this Agreement, 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 (TWCC-81, TWCC-82, TWCC-83, TWCC-84), 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 entities 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.

CITY OF MESQUITE BIDDERS INSURANCE REQUIREMENTS AFFIDAVIT

TO BE COMPLETED BY APPROPRIATE INSURANCE AGENT/BROKER

I, the undersigned agent/broker, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified bidder. If the below identified bidder is notified of being apparent low bidder by the City of Mesquite, I will be able to, within five (5) business days after being notified of such, furnish a valid insurance certificate to the City of Mesquite in the form provided by the City containing coverage as follows: Worker's Compensation for the statutory amounts, Commercial General Liability with coverage of \$500,000 per occurrence and \$1,000,000 annual aggregate for bodily injury, death and property damage written on an occurrence basis, and Comprehensive Automobile Liability covering owned, non-owned and hired

vehicles with a combined single limit coverage of \$500,000 for bodily injury, death or property damage written on an occurrence basis.

AGENT (SIGNATURE)

AGENT (PRINT)

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

NAME OF AGENT/BROKER:

ADDRESS OF AGENT/BROKER:

CITY/STATE/ZIP:

AGENT/BROKER TELEPHONE NO.:

DATE:

BIDDER'S NAME:

NOTE TO AGENT/BROKER

If the time requirement stated above is not met, the City has the right to reject this bid/proposal and award the contract to another bidder.

SPECIFICATIONS

It is the intent of the City of Mesquite's Park Services Division to obtain quotes for the application of Deck and Shake Sealer at the KidsQuest Playground located at 1626 Gross Road, Mesquite, Texas 75149. It is anticipated that this project will begin sometime after October 1, 2009.

***DECK AND SHAKE SEALER APPLICATION ON KIDSQUEST
PLAYGROUND WOOD SURFACING***

1. One 55-gallon drum of Deck and Shake shall be supplied by the Parks and Recreation Department. This Deck and Shake is the specified sealer for Leather & Associates Playgrounds.
2. Protect all non-wood surfacing with plastic, including grass, turf, concrete, fibar and pea gravel.
3. Application must be completed in one eight-hour day.
4. 100% coverage is required on all wood surfacing including signs and perimeter fence.

5. Application must be made with pump-up sprayers due to the layout of the playground (**Brush or roller applications will not be permitted**).
6. Application date must be set two weeks in advance with a rain date to allow enough time for notification through the Mesquite newspaper.
7. Staff of Contractor **must stay on-site** until wood surface is dry to the touch.
8. Over spray must be controlled at all times. Any spray that goes off target will be cleaned at the Contractor's expense.

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBEs) are encouraged to participate in City of Mesquite's bid process. The Purchasing Office will provide additional clarification on specifications, assistance with Bid Proposal Forms and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City of Mesquite recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact

State of Texas HUB Program
General Services Commission
PO Box 13047
Austin, TX 78711-3047
(512) 463-5872

OR

North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 216
Arlington, TX 76011
(817) 640-0606

If your company is already certified, attach a copy of your certification to this form and return with your bid.

Firm Name Submitting Bid

Representative

Title of Authorized Representative

Address

City, State, Zip

Telephone Number

Telefax Number

Indicate all that apply:

- ☐ Minority-Owned Business Enterprise
- ☐ Women-Owned Business Enterprise
- ☐ Disadvantaged Business Enterprise

Non-collusion Statement

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name of Company

Address

Phone

Fax

Bidder (Signature)

Bidder (Print Name)

Position with Company

Signature of
Company Official

Authorizing This Bid

Company Official
(Printed Name)

Official Position

TO ALL VENDORS CONDUCTING BUSINESS WITH THE CITY OF MESQUITE**RE: DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION**

Chapter 176 is a relatively new ethics law that was enacted by HB 914 in 2005. It requires certain local government officials to disclose employment and business relationships with vendors who conduct business with local government entities. After the law was implemented, city officials and others realized that it created several unintended consequences. Consequently, the bill's author sought an opinion from The Texas Attorney General to clarify many provisions of Chapter 176. In response, the Attorney General's Office released Opinion Number GA-0446, which indicated that changes to the law would be desirable. In response, the legislature passed HB 1491 during the 2007 regular legislation session. The bill became effective on May 25, 2007.

Chapter 176 defines a "vendor" as any person who enters or seeks to enter into a contract with the city. The term also includes an agent of a vendor.

Local government officers subject to this law are a city council member, director, superintendent, administrator, president, city manager, or any other person who is designated as the executive officer of the local government entity. A municipal officer's family member would include the officer's spouse, father, mother, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, or step-child.

The law applies to any written contract for the sale or purchase of real property, goods, or services. A contract for services would include one for skilled or unskilled labor, or for professional services.

A vendor is required to file a conflict of interest questionnaire if the vendor has a business relationship with the city and has:

1) an employment or other business relationship with an officer or an officer's family member that results in that person receiving taxable income that is more than \$2,500 in the preceding twelve months; or

2) has given an officer or an officer's family member one or more gifts totaling more than \$250 in the preceding twelve months.

A vendor is required to file a questionnaire not later than the seventh business day after the later of the following:

1) the date the vendor begins discussions or negotiations to enter into a contract with the city or submits an application or response to a bid proposal; or

2) the date the vendor becomes aware of a relationship or gives a gift to an officer or officer's family member.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

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

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐

Yes

☐

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

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.

Ted Barron
City Manager

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.

FEDERAL TAX ID NUMBER

Bidder shall provide their Federal Tax ID Number .

DELIVERY

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

Contact information for checking status of orders and delivery:

Contact Name: Telephone:

Title: Fax:

TERMS

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

% discount if paid within 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

e-mail address

TO THE VENDOR**DID YOU REMEMBER TO:**

- *ABIDE BY THE GENERAL AND SPECIAL CONDITIONS AND MAKE NOTE OF THE OPENING DATE AND TIME. ALL BIDS MUST BE TURNED IN 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.*
- *FILL IN THE COMPANY NAME, ADDRESS AND PHONE NUMBER.*
- *SIGN BID PROPOSAL. (IF SUBMITTING A HARD COPY OF THE BID)*
- *BEFORE SUBMITTING BID TO THE PURCHASING DIVISION, INCLUDE ON THE FRONT OF THE SEALED ENVELOPE THE FOLLOWING INFORMATION: COMPANY NAME, ADDRESS, BID NUMBER, OPENING DATE AND TIME. (THIS DOES NOT APPLY TO BIDS SUBMITTED ELECTRONICALLY VIA BIDSYNC)*

NOTE:

THE CITY OF MESQUITE STRONGLY ENCOURAGES ALL VENDORS TO SUBMIT BIDS ONLINE THROUGH BIDSYNC (WWW.BIDSYNC.COM). IF YOU ARE UNABLE TO SUBMIT YOUR BID ELECTRONICALLY, YOU MAY SUBMIT A HARD COPY TO EITHER OF THE LOCATIONS LISTED BELOW.

MAILING ADDRESS:

CITY OF MESQUITE
P.O. BOX 850137
MESQUITE, TX 75185-0137

PHYSICAL ADDRESS:

CITY OF MESQUITE
1515 N. GALLOWAY
MESQUITE, TX 75149

972-216-6201 PURCHASING DIVISION
972-216-6397 FAX

IF THE PROCEDURES ARE NOT FOLLOWED WHEN SUBMITTING YOUR BID BY HARD COPY, IT COULD RESULT IN YOUR BID NOT BEING ACCEPTED.

THANK YOU

MICHELE BRAND
MANAGER OF PURCHASING AND
TELECOMMUNICATIONS

Question and Answers for Bid #I112-2009 - Deck and Shake Sealer Application on KidsQuest Playground Wood Surfacing

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.