



REQUEST FOR PROPOSALS RFP NO. I033-2025

CLOSING DATE AND TIME
WEDNESDAY, NOVEMBER 13, 2024 - 2:00 P.M.

ANNUAL NEWSPAPER ADVERTISING

The City of Mesquite, Texas, invites sealed proposals from qualified vendors for the referenced proposal with the following specifications as listed herein.

Mark envelope in lower left corner “RFP No. I033-2025; Annual Newspaper Advertising,” so the proposals will not be opened until the appointed hour.

Proposals submitted must be received **before** proposal closing on WEDNESDAY, NOVEMBER 13, 2024, at 2:00 p.m. Faxed or emailed proposals will not be accepted.

All questions must be submitted via email at purchasing@cityofmesquite.com by **12:00 p.m. Wednesday, November 6, 2024**. Responses will be provided in the form of an addendum after the question deadline.

For Mailed Proposals, please address as follows:

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

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

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

CITY OF MESQUITE GENERAL CLAUSES AND CONDITIONS

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

13. **Ambiguities:** Any ambiguity in the proposal because of omission, error, lack of clarity or non-compliance by the proposer with specifications, instructions and all conditions shall be construed in favor of the City.
14. **Best Advantage:** The City of Mesquite reserves the right to reject any and all proposals, without cause, and to waive any defect, irregularity, or informality and to make award of the proposal as may be deemed to the best advantage of the City.
15. **Variations:** The City of Mesquite reserves the right to evaluate variations from the specifications. If variations are requested, proposer shall state exactly which specifications the proposer seeks a variation from and specifically how the variation shall apply. Failure to completely describe the merchandise being proposed may result in rejection of proposal.
16. **Revised Proposals:** The proposal that is submitted last will supersede any previous versions within the submission deadline.
17. **Altering Proposal Prices:** Proposal prices cannot be altered or amended after submission deadline. Any interlineation alteration, or erasure made before opening time must be initialed by the signer of the proposer, guaranteeing authenticity.
18. **Pricing:** Proposal price(s) quoted, must be held firm for ninety (90) days to allow for evaluation unless otherwise stated in this document.
19. **Error-Quantity:** Prices shall be filled in and extended on the proposal sheet. In case of discrepancy between the unit price and the extension, the unit price shall govern.
20. **Withdrawal of Proposals:** Proposer agrees that a proposal price may not be withdrawn or cancelled by the proposer for a period of ninety (90) days following the date designated for the receipt of proposals without written approval of the City.
21. **Prices Prevail for Term:** Prices quoted by proposer shall prevail for the entire term of the contract as stated herein or in the proposal packet.
22. **Term of Contract:** Unless otherwise stated in the proposal packet, the term of the contract shall be for one (1) year starting after proposal is awarded to the successful proposer. A renewal option is included as a part of this proposal for an additional four (4) automatic one-year periods, renewable on anniversary of the original date, provided proposer can maintain proposal prices and both parties are in mutual agreement.
23. **Insurance:** The insurance requirements are included in the proposal document. Proposers agree to provide and to maintain the required types of insurance for the term of the contract. An original certificate of insurance shall be submitted by the proposer to the City of Mesquite Purchasing Office within 10 business days of proposer receiving notice from the City that they are the apparent low proposer.
24. **Entity Documentation:** Proposer shall attach official documentation from the State of Texas or other qualified certification agency of M/WBE status of your company with proposal. This data is for informational purposes only and will not affect the proposal award.
25. **Collusion:** In submitting a proposal, the proposal certifies that they have not participated in, nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.
26. **W-9:** A completed W-9 form will be required and submitted with proposal.
27. **Non-Exclusion Affidavit:** The attached Non-Exclusion Affidavit for General Contractor form must be signed, notarized and submitted with proposal.
28. **Authorized Signature:** All proposals must be signed by an authorized representative of the company.

29. **Assignment:** The successful proposer's rights and duties awarded by the contract may not be assigned to another without written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assigned of liability in the event of default by the assignee.
30. **Cooperative Purchasing:** As permitted under the Texas Local Government Code, Chapter 791.025, other *government entities may wish to also participate under the same terms and conditions contained in this contract* (piggyback). Successful proposer agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Mesquite.
31. **F.O.B./Damage:** Quotations shall be proposed F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The City of Mesquite assumes no liability for goods delivered in damaged or unacceptable condition. The successful proposer shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
32. **Sample Contract Forms:** Any sample contract forms in the proposal packet are included for informative purposes only, so that proposer may be familiar with their contents and requirements. **Proposers shall not fill in or execute these sample contract forms at time of proposal submittal.**
33. **Taxes:** The City is exempt from all sales and excise taxes.
34. **Change Orders:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and shall not be effective unless signed by an authorized representative of the City.
35. **Termination:** This Contract may be terminated at any time with thirty (30) day's written notice by either the City of Mesquite or successful proposer.
36. **Non-Resident Proposers:** Pursuant to Texas Government Code, Chapter 2252, Subchapter A: A proposer whose principal place of business, ultimate parent company or majority owner's principal place of business is not in Texas, is considered a nonresident proposer. A nonresident proposer must under propose the lowest responsible resident proposer by an amount that is equal to, or less than, the amount by which a Texas resident would be required to under propose in the nonresident proposer's state. This provision does not apply to a contract involving federal funds.
37. **Ordering:** Orders shall be placed on an "as-needed" basis at the discretion of the City of Mesquite. Proposers shall advise if there is a minimum dollar amount per order.
38. **Invoices:** Invoices must be submitted by the Contractor to the City of Mesquite, Accounting Department, P.O. Box 850137, Mesquite, TX, 75185-0137, accounting@cityofmesquite.com. The City Purchase Order **must** appear on all invoices, delivery memoranda, bills of lading, packing and correspondence.
39. **Payment Terms:** Payment terms are pursuant to the Texas Prompt Payment Act unless otherwise specified by the City. Upon receipt of a properly executed invoice from the vendor, payment will be processed for items or services delivered.
40. **Authorization:** The City of Mesquite will not accept or pay for articles delivered or services performed without a specific written Purchase Order.
41. **Conformity of Goods/Services:** All goods to be delivered or services to be performed shall conform in every respect to the specifications issued by the City in conjunction with its solicitation of proposals. In the event no such specifications were issued, the goods or services shall conform to the proposal submitted by the vendor.
42. **Patent Rights:** The proposer agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
43. **Evaluation Process:** The proposal evaluation process will occur after the closing date. The City's evaluation and clarification process will commence. An evaluation team will review the proposals. Financial terms will not be the sole determining factor in this award as other criteria as described in this RFP will be considered. A proposer's submission of a proposal constitutes their acceptance of the evaluation technique.

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. Increases will apply only to the products(s) and/or service(s) affected by an increase in raw material, labor or another like cost factor. 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. **Price reduction:** If during the life of the contract, the successful proposer's net prices to other customers for the same product(s) and/or service(s) are lower than the City of Mesquite's contracted prices, an equitable adjustment shall be made in the contract price.
3. Unless otherwise stated in the proposal packet, proposer shall submit a total of five (5) references. The City may contact secondary vendors for references.
4. Proposers shall complete the required documents on the Proposal Checklist and submit with proposal. If the forms are not included, the proposal may be considered non-responsive.
5. 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.
6. The following RFP Schedule of Events represents the schedule the City will follow. The City plans to meet the dates described below. If a component of the schedule is delayed, it shall be anticipated that the remaining components will also be delayed by a similar number of days. Any significant change to the schedule will be published via RFP Addendum.

Event	Estimated Date
Deadline to Submit Vendor Questions	12:00 p.m. on Wednesday, November 6, 2024
Addendum for Questions Published	5:00 p.m. on Wednesday, November 6, 2024
Deadline for Proposal Submissions	2:00 p.m. on Wednesday, November 13, 2024
Effective Date of Contract	TBD

**CITY OF MESQUITE
RESPONDENT ACKNOWLEDGEMENT FORM**

**RFP No. I033-2025
Annual Newspaper Advertising**

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

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

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

Company Name: _____

Address of Principal Place of Business: _____

Phone of Principal Place of Business: _____

Email Address of Representative: _____

Authorized Representative: _____
Signature _____ Date _____

Printed Name _____ Title _____

CITY OF MESQUITE PROPOSAL CHECKLIST

RFP No. I033-2025 Annual Newspaper Advertising

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

Proposal Checklist

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

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

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

CONTRACTING WITH THE CITY OF MESQUITE

Updated: June 12, 2024

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

The Respondent will be required to comply with the following:

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

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

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

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

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

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

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

- (2) the date the vendor becomes aware:

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

STANDARDS OF CONDUCT

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

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

Acceptance of Gifts or Gratuities

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

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

Conflicts of Interest

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

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

Solicitation by City Employees

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

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

Use of City Equipment, Facilities and Resources

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

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

Your Rights and Expectations

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

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

Cliff Keheley
City Manager

NON-EXCLUSION AFFIDAVIT FOR GENERAL CONTRACTORS

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

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

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

Signature of Contractor Representative

Date

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

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

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

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

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

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

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

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

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

Signature of Certifying Official

Title

Date of Certification



INSURANCE VERIFICATION PROGRAM LETTER OF AUTHORITY

TO: All Awarded Vendors

RE: Insurance Verification

Dear Vendor:

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

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

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

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

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

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

INSURANCE

A. AMOUNTS OF INSURANCE

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

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

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

B. OTHER INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

C. ADDITIONAL WORKER'S COMPENSATION INSURANCE REQUIREMENTS

1. Definitions:

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

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

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

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

REFERENCES

Please list five (5) Work References.

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

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

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

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

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

**CITY OF MESQUITE
CERTIFICATION STATEMENT**

**RFP No. I033-2025
Annual Newspaper Advertising**

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

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

Signature

Type/Print Name

Title

Date

CITY OF MESQUITE PROPOSAL INFORMATION

RFP No. I033-2025 Annual Newspaper Advertising

CITY BACKGROUND

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

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

CONTRACT INTENT

The City of Mesquite is soliciting proposals for publication of all legal advertisements and notices for the City of Mesquite. The advertising will consist of, but is not limited to, advertisements and notices for elections, events, procurements, public meetings, public auctions, and ordinances both with and without exhibits, in accordance with the specifications contained herein. The City advertised approximately 263 legal advertisements and notices collectively in FY2022-23.

PROPOSAL REQUIREMENTS

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

A. Publication History

1. Provide date of establishment.
2. Provide percentage of total column lineage dedicated to general interest items.

B. Circulation Information

1. Provide county or counties of circulation.
2. Provide verification that newspaper is published at least once a week.
3. Provide verification that newspaper is a second-class postal matter.
4. Provide total paid circulation figures for Mesquite zip codes in Dallas County - 75149, 75150, 75180, 75181, 75182, 75185 (P.O. Box) and 75187
5. Provide total paid circulation figures for Mesquite zip codes in Kaufman County – 75114, 75118, 75126, 75142, 75143, 75147, 75157, 75158, 75160 and 75161.
6. Provide the days of the week that the newspaper is published.

C. Advertising Schedule

1. Provide number of days per week your newspaper is able to advertise, including the days and corresponding deadlines for submissions.
2. Indicate if email submissions are accepted and include email address to be utilized for submissions.

3. Indicate if fax submissions are accepted and indicate fax number to be utilized for submissions.

D. Pricing Information

1. Must submit price per column inch, to include a description of the page lay-out (number of columns per page).

E. Samples

1. Enclosed is a sample legal advertisement. Since all newspapers do not use the same type style/size and page format, please have the sample ad typeset using the **same type style and format commonly used** for all other classified advertising **within the legal section** of your newspaper. **Please submit information regarding the specific font size used and cost for publication using your newspaper's pricing (PROVIDE TWO PRICES – (1) COST FOR PUBLISHING AD FOR ONE WEEK AND (2) COST FOR PUBLISHING AD FOR TWO CONSECUTIVE WEEKS), along with a copy of the typeset ad with your reply.**

F. References

1. Provide the names, addresses, telephone numbers and contact names of at least three local governmental entities that currently utilize your services for legal advertising.

G. Signature

1. An authorized representative of the company, corporation, firm, or partnership shall sign the offer.

SPECIFICATIONS/SCOPE OF WORK

A. Newspaper Requirements – the Newspaper in which a notice is published must comply with the Texas Government Code as follows:

TEXAS GOVERNMENT CODE

Sec. 2051.044. TYPE OF NEWSPAPER REQUIRED.

- (a) The newspaper in which a notice is published must:
- (1) devote not less than 25 percent of its total column lineage to general interest items;
 - (2) be published at least once each week;
 - (3) be entered as second-class postal matter in the county where published; and
 - (4) have been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice.
- (b) A weekly newspaper has been published regularly and continuously under Subsection (a) if the newspaper omits not more than two issues in the 12-month period.
- (c) This section does not apply to the publication of a notice to which Section 2051.0441 applies.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 2003, 78th Leg., ch. 1130, Sec. 1, eff. June 20, 2003.

Sec. 2051.045. LEGAL RATE CHARGED FOR PUBLICATION.

- (a) The legal rate for publication of a notice in a newspaper is the newspaper's lowest published rate for classified advertising:

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

B. Advertisement Scheduling:

1. Submission of legal advertisements and notices shall be completed via email whenever possible.
2. Submission of legal advertisements and notices that cannot be submitted via email shall be transmitted via fax or delivered directly to the awarded vendor as appropriate.

3. Provide ad proof along with cost and dates of publication, by e-mail or fax, prior to publication for the City's review and approval.

C. Affidavit of Publication:

1. An Affidavit of Publication for all legal advertisements and notices will be supplied with the ad invoice within 30 days of publication.
2. Affidavits shall include a clipping of the legal advertisement or notice, the date or dates published, and a notarized oath signed by a newspaper official.

D. Incomplete or incorrect notices will be republished at no charge to the City when newspaper staff is at fault.

Additional Requirements

1. Do you offer any type of discounts?
2. How often will "affidavits of publication" certificates and tear sheets be provided, i.e. weekly, bi-weekly, monthly, etc?
3. What is your billing cycle, i.e. weekly, bi-weekly, monthly, etc?
4. What is the cost for publication of a (1) $\frac{1}{4}$ page ad and (2) $\frac{1}{2}$ page ad?
5. What is your per line/inch charge for publication **in the legal section of your newspaper,** based on a one-year contract? Also, how many newspaper columns appear on the classified page?
6. Does the newspaper for which this questionnaire is being prepared meet all requirements of Section 2051.044 of the Texas Government Code? (See Section II – Specifications – Texas Government Code)

SAMPLE

ADVERTISEMENT FOR REQUEST FOR PROPOSAL

The City of Mesquite will receive separate sealed proposals for the following item at the office of Ryan Williams, Manager of Purchasing. Proposals will be received and publicly acknowledged at the location, date and time stated below. Only the name of the proposers responding to this request for proposal shall be read aloud.

RFP NO.: 2024-128

PROPOSAL TITLE: Annual Services For Rebuilt Automatic Truck Transmissions

OPENING DATE: June 20, 2024

OPENING TIME: 2:00 P.M.

The Specifications and Proposal Forms may be obtained on and after **Thursday, June 6, 2024**, in the office of the Manager of Purchasing located at City Hall, 757 N. Galloway Avenue – 2nd Fl, Mesquite, Texas 75149, mailing address: P.O. Box 850137, Mesquite, Texas 75185-0137, or by telephone at 972-216-6201. Until the final award by Mesquite City Council, said Council reserves the right to reject any or all proposals, to waive technicalities, to re-advertise, to proceed otherwise when the best interest of said Council will be realized herein. No proposal may be withdrawn for a period of at least forty-five (45) days after the actual date of opening thereof.

CITY OF MESQUITE

Ryan Williams, Manager of Purchasing

ADVERTISE: June 6, 2024

June 13, 2024

CITY OF MESQUITE PROPOSAL INFORMATION

SELECTION CRITERIA

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

Price	30 points
The extent to which the goods or services meet the municipalities' needs	25 points
Capability	25 points
Past relationship with municipalities	20 points

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

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

Price – (30%) the proposer with the lowest price and/or average price receives the maximum score. The proposer with the next lowest price receives points based on dividing its price into the next lowest price and multiplying that percentage by the available points. For example, assume \$30,000 is the low offer, then the proposer would receive 30 points ($\$30,000/\$30,000 = 1.00 \times 30 = 30$). Assume \$35,000 is the next low offer, then that proposer would receive 25.8 points ($\$30,000/\$35,000 = .86 \times 30 = 25.8$).

The extent to which the goods or services meet the municipalities' needs – (25%) evaluation of responsiveness of the information required that is to be submitted in the proposal under Proposal Requirements.

Capability – (25%) evaluation of answers to Additional Requirements.

Past relationship with municipalities – (20%) will be the maximum point value given to the proposer. The proposers' value will be based upon their measured score. All proposers will be evaluated on their past performance and prior dealings with other municipalities to include, but not limited to, failure to meet specifications, poor quality, poor workmanship, late delivery, or service.

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

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

CITY OF MESQUITE PROPOSAL INFORMATION

QUESTIONS

Proposers are asked to examine this RFP upon request. All questions or clarifications shall only be directed in writing via e-mail to purchasing@cityofmesquite.com before the designated deadline for written questions. Questions received after the date specified above may not receive a 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.

CITY OF MESQUITE
CONTRACT STATEMENT

RFP No. I033-2025
Annual Newspaper Advertising

NOTICE

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

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

_____ I accept the proposed Contract language.

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

Signature

Date

**CITY OF MESQUITE CONTRACT FOR GOODS AND SERVICES
WITH [ENTITY NAME]**

This Contract ("Contract") is made and entered into by and between the **CITY OF MESQUITE**, a Texas home-rule municipal corporation located in Dallas County, Texas, ("CITY"), acting through its duly authorized City Manager, Cliff Keheley, and **[ENTITY NAME]** a [STATE OF FORMATION OF ENTITY] [ENTITY TYPE] ("COMPANY"), located at [ENTITY ADDRESS], acting by and through its duly authorized agent.

For and in consideration of the mutual covenants and benefits hereinafter set forth, the CITY and COMPANY agree as follows:

I. DESCRIPTION OF GOODS AND/OR SERVICES

COMPANY agrees to provide all of the goods and/or services as specified in accordance with this Contract, such goods and/or services generally described as follows:

**CITY OF MESQUITE BID NO. [PURCHASING BID NUMBER]
[CONTRACT NAME]**

This Contract consists of this written contract and the following documents, which are incorporated herein by attachment and/or reference:

1. City of Mesquite's bid documents, including special and general provisions, advertisement for bid proposal, instruction to bidders, all addenda issued prior to award of contract, all plans, drawings, technical specifications and all other documents identified as pertaining to this Contract (**Exhibit A on file at the City of Mesquite Purchasing Division**);
2. City of Mesquite Minimum Insurance Requirements (**Exhibit B**);
3. City of Mesquite Standard Terms and Conditions (**Exhibit C** available at <https://www.cityofmesquite.com/DocumentCenter/View/19813/Standard-Terms-and-Conditions>);
4. COMPANY's Certificate of Interested Parties Electronic Filing (**Exhibit D**); and
5. COMPANY'S bid (**Exhibit E**).

The above referenced documents constitute the entire agreement between the CITY and COMPANY. In the event of inconsistency or conflict in any of the documents, the inconsistency or conflict shall be resolved by giving priority first to this written contract then to the remaining documents in the order in which they are listed above. This Contract may only be modified by a written amendment/supplement signed by both parties.

II. CONTRACT AMOUNT

The total paid by CITY to COMPANY for goods and services under this Contract shall not exceed **[WRITTEN DOLLAR AMOUNT] AND 00/100 DOLLARS (\$00.00)**, to be paid upon completion of service and/or acceptance of goods, in current funds at the unit or total prices bid, 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 this Contract and subject to such additions and deductions as provided therein.

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 this Contract. Time is of the essence for this Contract.

IV. TERM

The term of this Contract commences on the date this Contract is signed by the CITY (the "Effective Date") and shall terminate one calendar year from the Effective Date unless terminated earlier under the terms of this Contract. CITY may, at its sole discretion and subject to the annual appropriation of sufficient funds, renew this Contract for four (4) additional one (1) year terms by giving written notice to the COMPANY prior to expiration of the preceding term.

V. INDEMNITY

COMPANY AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, EMPLOYEES, INSURANCE AND RISK POOLS 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.

VI. INSURANCE

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

VII. 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.

VIII. 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.

IX. 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 written below.

**CITY OF MESQUITE
(CITY)**

BY: _____
Cliff Keheley, City Manager

Date: _____

ATTEST:

BY: _____
Sonja Land, City Secretary

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

BY: _____
Assistant City Attorney

**[ENTITY NAME]
(COMPANY)**

BY: _____

Printed Name: _____

Title: _____

ATTEST:

BY: _____

Or

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 _____ 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 _____, 202____.

Notary Public in and for the State of Texas

EXHIBIT A
City of Mesquite Bid Documents

SAMPLE

EXHIBIT B
City of Mesquite Minimum Insurance Requirements

SAMPLE

EXHIBIT C
City of Mesquite Standard Terms and Conditions

Available at:

<https://www.cityofmesquite.com/DocumentCenter/View/19813/Standard-Terms-and-Conditions>

SAMPLE

EXHIBIT D
COMPANY'S Certificate of Interested Parties Electronic Filing

SAMPLE

EXHIBIT E
COMPANY'S Bid

SAMPLE