



**REQUEST FOR BID  
RFB NO. I348-2025**

**CLOSING DATE AND TIME  
WEDNESDAY, MAY 28, 2025 - 2:00 P.M.**

**ANNUAL CONTRACT FOR MEDICAL COMPRESSED GASES, CYLINDER REPAIR AND  
INSPECTION**

The City of Mesquite, Texas, invites mailed or hand delivered bids from all qualified bidders desiring to bid on the referenced bid with the following specifications as listed herein.

**Mark envelope in lower left corner “RFB No. I348-2025; Annual Contract for Medical Compressed Gases, Cylinder Repair and Inspection,” so the bids will not be opened until the appointed hour.**

Bids submitted must be received **before** bid closing on **WEDNESDAY, MAY 28, 2025, at 2:00 p.m.** Faxed or emailed bids will not be accepted.

**For Mailed Bids, please address as follows:**

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

**For Hand-Delivered Bids 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

**For Electronic Submissions visit: [www.bidnetdirect.com/texas/cityofmesquite](http://www.bidnetdirect.com/texas/cityofmesquite)**

## 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 bid preparation, please contact: [purchasing@cityofmesquite.com](mailto:purchasing@cityofmesquite.com).
3. **Correspondence:** The City assigned number of this bid packet must appear on all correspondence, or inquiries, pertaining to this bid.
4. **Preparation Cost:** The City will not be liable for any costs associated with the preparation, transmittal or presentation of any bids or materials submitted in response to any bid or quotation.
5. **Bid Packet Completion Required:** City of Mesquite bid packets have sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the bid 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 bidder'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. **Bid Submission:** Bids 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 bids submitted electronically via BidNet Direct.)** 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 RFB. The City of Mesquite will not be responsible for mail delivered from the post office. Bids received after the published time and date cannot be considered and will be returned unopened.
8. **Addenda:** Any interpretations, corrections or changes to this bid packet will be made by addenda issued by the City of Mesquite Purchasing Division. It is the bidder's responsibility to check for any addendums that may have been issued before the bid 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. **Bid Opening:** All bids submitted will be read at the City's regularly scheduled bid opening for the designated project.
11. **Bid Tabulation:** Bidders desiring a copy of the bid tabulation may view the results online forty-eight (48) hours after the bid opening at [www.cityofmesquite.com](http://www.cityofmesquite.com). **BID RESULTS WILL NOT BE GIVEN BY TELEPHONE OR EMAIL.**
12. **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 bidders for each item/group or to award one contract for the entire bid. The City reserves the right to take into consideration contract administration costs for multiple award contracts.
13. **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 bidder shall not have any claim against the City of Mesquite for any quantities ordered that are less than the estimated bid amount.

14. **Ambiguities:** Any ambiguity in the bid because 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.
15. **Best Advantage:** The City of Mesquite reserves the right to reject any and all bids, without cause, and to waive any defect, irregularity, or informality and to make award of the bid as may be deemed to the best advantage of the City.
16. **Variations:** The City of Mesquite reserves the right to evaluate variations from the specifications. If variations are requested, bidder shall state exactly which specifications the bidder seeks a variation from and specifically how the variation shall apply. Failure to completely describe the merchandise being bid may result in rejection of bid.
17. **Revised Bids:** The bid that is submitted last will supersede any previous versions within the submission deadline.
18. **Altering Bid Prices:** Bid prices cannot be altered or amended after submission deadline. Any inter-lineation alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
19. **Pricing:** Bid price(s) quoted, must be held firm for ninety (90) days to allow for evaluation unless otherwise stated in this document.
20. **Error-Quantity:** Prices shall be filled in and extended on the bid sheet. In case of discrepancy between the unit price and the extension, the unit price shall govern.
21. **Withdrawal of Bids:** Bidder agrees that a bid price may not be withdrawn or cancelled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids without written approval of the City.
22. **Prices Prevail for Term:** Prices quoted by bidder shall prevail for the entire term of the contract as stated herein or in the bid packet.
23. **Term of Contract:** Unless otherwise stated in the bid packet, the term of the contract shall be for one (1) year starting after bid is awarded to the successful bidder. A renewal option is included as a part of this bid for an additional four (4) automatic one-year periods, renewable on anniversary of the original date, provided bidder can maintain bid prices and both parties are in mutual agreement.
24. **Insurance:** The insurance requirements are included in the bid document. Bidders agree to provide and to maintain the required types of insurance for the term of the contract. An original certificate of insurance shall be submitted by the bidder to the City of Mesquite Purchasing Office within 10 business days of bidder receiving notice from the City that they are the apparent low bidder.
25. **Entity Documentation:** Bidder shall attach official documentation from the State of Texas or other qualified certification agency of M/WBE status of your company with bid. This data is for informational purposes only and will not affect the bid award.
26. **Collusion:** In submitting a bid, the bidder 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.
27. **W-9:** A completed W-9 form will be required and submitted with bid.
28. **Non-Exclusion Affidavit:** The attached Non-Exclusion Affidavit for General Contractor form must be signed, notarized, and submitted with bid.
29. **Authorized Signature:** All bids must be signed by an authorized representative of the company.
30. **Assignment:** The awarded contract/purchase order may not be assigned to a third party.
31. **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 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.

32. **F.O.B./Damage:** Quotations shall be bid 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 bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
33. **Sample Contract Forms:** Any sample contract forms in the bid packet are included for informative purposes only, so that bidders may be familiar with their contents and requirements. **Bidders shall not fill in or execute these sample contract forms at time of bid submittal.**
34. **Taxes:** The City is exempt from all sales and excise taxes.
35. **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.
36. **Termination:** This Contract may be terminated at any time with thirty (30) day's written notice by either the City of Mesquite or successful bidder.
37. **Non-Resident Bidders:** Pursuant to Texas Government Code, Chapter 2252, Subchapter A: A bidder whose principal place of business, ultimate parent company or majority owner's principal place of business is not in Texas, is considered a nonresident bidder. A nonresident bidder must underbid the lowest responsible resident bidder by an amount that is equal to, or less than, the amount by which a Texas resident would be required to underbid in the nonresident bidder's state. This provision does not apply to a contract involving federal funds.
38. **Ordering:** Orders shall be placed on an "as-needed" basis at the discretion of the City of Mesquite. Bidders shall advise if there is a minimum dollar amount per order.
39. **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](mailto:accounting@cityofmesquite.com). The City Purchase Order **must** appear on all invoices, delivery memoranda, bills of lading, packing and correspondence.
40. **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.
41. **Authorization:** The City of Mesquite will not accept or pay for articles delivered or services performed without a specific written Purchase Order.
42. **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 bids. In the event no such specifications were issued, the goods or services shall conform to the bid submitted by the vendor.
43. **Patent Rights:** The bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

## SPECIAL PROVISIONS

1. **Price escalation:** The City of Mesquite favors fixed pricing. However, due to market conditions, which may result in an increase in the costs of materials awarded by this contract during the contract term, the City may consider, at its option, a request by the successful bidder for a price escalation equivalent to the percentage increase of materials. 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 bidder'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 bid packet, bidders shall submit a total of five (5) references. The City may contact secondary vendors for references.
  
4. Bidders shall complete the required documents on the Bid Checklist and submit with bid. If the forms are not included, the bid may be considered non-responsive.
  
5. The following 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 an Addendum.

Event	Estimated Date
Request for Bid Published	Thursday, May 8, 2025, and May 15, 2025
Deadline to Submit Vendor Questions	Monday, May 19, 2025, by 12:00 p.m.
Addendum for Questions Published	Tuesday, May 20, 2025, by 5:00 p.m.
Deadline for Bid Submissions	Wednesday, May 28, 2025, by 2:00 p.m.
Council Award, if applicable	TBD
Effective Date of Contract	TBD

**CITY OF MESQUITE  
RESPONDENT ACKNOWLEDGEMENT FORM**

**RFB No. I348-2025**

**Annual Contract for Medical Compressed Gases, Cylinder Repair and Inspection**

**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 BID CHECKLIST

RFB No. I348-2025

## Annual Contract for Medical Compressed Gases, Cylinder Repair and Inspection

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

### Bid 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 bid may be considered non-responsive.

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

FAILURE TO COMPLETE AND PROVIDE ANY OF THESE BID 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](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](http://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](http://www.sam.gov) to verify whether I, the organization I represent, or any subcontractors I may employ to work on any federally funded activity, have been excluded from participation in any federally funded activity.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_

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

## PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

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
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**

**RFB No. I348-2025**

**Annual Contract for Medical Compressed Gases, Cylinder Repair and Inspection**

I hereby certify that the information contained in this bid 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 bid. 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 BID SPECIFICATIONS

It is the intent of this bid to secure a qualified vendor that can provide medical compressed gases, cylinder repair and inspection. The awarded vendor will be utilized on an as-needed basis. The specifications listed are the minimum requirements and are intended to govern, in general, the type of medical compressed gases, cylinder repair and inspection desired.

The Vendor shall meet the following requirements:

1. The City pays all purchases by invoice number. A delivery ticket shall accompany each purchase. These delivery tickets will be utilized to verify each invoice submitted for payment.
2. A plastic thread protector (on the outlet port) is to be affixed to each M (125) cylinder.
3. Cylinders shall be exchanged on a day agreed upon once a week, at the Mesquite Fire Department Support Facility, located at 320 S. Galloway Avenue, Mesquite, TX 75149.
4. Successful bidder shall be able to furnish replacement orders within a one (1) week period. Orders shall be placed on an as-needed basis, approximately once every other week.
5. Vendor must maintain the Fire Department Medical Oxygen bottle inventory records as required by the Food and Drug Administration (F.D.A.) Guidelines for Compressed Medical Gases.
6. All cylinders provided by vendor shall be in good repair and have current hydrostatic test markings.
7. All "D" Oxygen bottles are required to have a durable tamper resistant cover over the outlet port of each bottle.
8. Delivery of cylinders is to be on an even-exchange basis. Vendor will not be entitled to rental fees on even-exchange cylinders.

# CITY OF MESQUITE BID SHEET

RFB No. I348-2025

## Annual Contract for Medical Compressed Gases, Cylinder Repair and Inspection

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
OX125	100	CYL	OXYGEN, COMPRESSED, 2.2 (5.1) USP, 125 CF, SIZE M	\$_____	\$_____
EM OXDC	500	CYL	OXYGEN, COMPRESSED, 2.2 (5.1) USP, SIZE D, (VOL: 508 FT3)	\$_____	\$_____
			TOTAL:		\$_____

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

Total Base Bid of Item(s) "1" through "," complete and in place, for the sum of:  <div style="display: flex; justify-content: space-between;"> <span>_____ Dollars</span> <span>\$_____</span> </div> <div style="display: flex; justify-content: space-between;"> <span>_____ Cents</span> <span>(figures) LUMP SUM</span> </div> (written) LUMP SUM	\$_____ (figures) LUMP SUM
---	-------------------------------

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

### DELIVERY

The delivery date shall be one of the determining factors in selecting the best bid for the City.

\_\_\_\_\_ calendar days/complete work in full, after receipt of order.

Minimum dollar amount per 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 \_\_\_\_\_ calendar days from delivery and acceptance of goods or completion of service.

## CITY OF MESQUITE CONTRACT STATEMENT

**RFB No. I348-2025**  
**Annual Contract for Medical Compressed Gases, Cylinder Repair and Inspection**

## 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:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Signature

Date \_\_\_\_\_

***Insert Contract if required***

**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 FOR REVIEW ONLY*

**EXHIBIT B**  
**City of Mesquite Minimum Insurance Requirements**

*SAMPLE FOR REVIEW ONLY*

**EXHIBIT C**  
**City of Mesquite Standard Terms and Conditions**

***Available at:***

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

*SAMPLE FOR REVIEW ONLY*

**EXHIBIT D**  
**COMPANY'S Certificate of Interested Parties Electronic Filing**

*SAMPLE FOR REVIEW ONLY*

**EXHIBIT E**  
**COMPANY'S Bid**

*SAMPLE FOR REVIEW ONLY*