



JUNE 24, 2024

ADDENDUM NO. 1

ANNUAL GROUP DENTAL INSURANCE

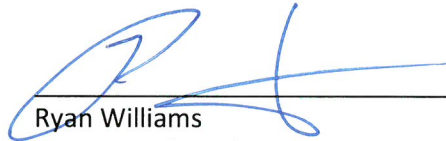
RFP 2024-124

Proposers are directed to revise and incorporate into their responses the following answers to questions posed during the allowed proposal timeframe:

CLARIFICATIONS

- Please add SAMPLE CONTRACT (attached) to your solicitation packet. The Contract is included for proposer's information so that proposers may be familiar with its contents and requirements. **Proposer shall not fill in or execute this form at time of proposal submittal. Upon award of the proposal, the awarded vendor will be required to execute the contract.**

If you should have any other questions, do not hesitate to contact the Purchasing Office via email at purchasing@cityofmesquite.com.



Ryan Williams
Manager of Purchasing

ACCEPTANCE:

We, the undersigned, do hereby acknowledge receipt of this Addendum No. 1 to Solicitation RFP 2024-124; Annual Group Dental Insurance and agree to the instructions herein written.

Company Name

Authorized 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/RFP NO. 2024-XXX

BID/RFP 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**);**
- 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: _____
City Attorney

[ENTITY NAME]
(COMPANY)

BY: _____

Printed Name: _____

Title: _____

ATTEST:

BY: _____
Name, Title

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 _____, 2024.

Notary Public in and for the State of Texas

EXHIBIT A

City of Mesquite Bid Documents on file at the City of Mesquite Purchasing Division

SAMPLE

EXHIBIT B

City of Mesquite Minimum Insurance Requirements

SAMPLE

EXHIBIT C

City of Mesquite Standard Terms and Conditions

SAMPLE

EXHIBIT D

COMPANY'S Certificate of Interested Parties Electronic Filing

SAMPLE

EXHIBIT E
COMPANY'S Bid

SAMPLE