

ORDINANCE NO. 21-1692

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO EXECUTE A CONTRACT WITH JOE GODDARD ENTERPRISES, LLC, FOR THE PREVENTATIVE MAINTENANCE AND REPAIR OF OUTDOOR EARLY WARNING SIRENS FOR THE FIRE DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 7728 – AWARDED TO JOE GODDARD ENTERPRISES, LLC, FOR THREE (3) YEARS, WITH THE OPTION FOR TWO (2) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF \$639,314.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for the preventative maintenance and repair of outdoor early warning sirens for the Fire Department; and

WHEREAS, the City Manager, or a designated employee, has received, reviewed, and recommended that the herein described proposals are the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals; and

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items in the following numbered request for proposal for materials, equipment, supplies, or services shown in the “Request Proposals” on file in the office of the Purchasing Agent, are hereby accepted and approved as being the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals.

<u>RFP</u> <u>NUMBER</u>	<u>CONTRACTOR</u>	<u>AMOUNT</u>
7728	Joe Goddard Enterprises, LLC	\$639,314.00

SECTION 2. That by the acceptance and approval of the above numbered items of the submitted proposals, the City accepts the offer of the persons submitting the proposals for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, standards, quantities, and for the specified sums contained in the Proposal Invitations, Proposals, and related documents.

SECTION 3. That should the City and person submitting approved and accepted items wish

to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Proposal and related documents herein approved and accepted.

SECTION 4. The City Council of the City of Denton, hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 5. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by Jesse Davis and seconded by Brian Beck. This ordinance was passed and approved by the following vote [7 - 0]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	<u>✓</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
Vicki Byrd, District 1:	<u>✓</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
Brian Beck, District 2:	<u>✓</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
Jesse Davis, District 3:	<u>✓</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
Alison Maguire, District 4:	<u>✓</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
Deb Armintor, At Large Place 5:	<u>✓</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
Paul Meltzer, At Large Place 6:	<u>✓</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>

PASSED AND APPROVED this the 17<sup>th</sup> day of August, 2021.

  
 \_\_\_\_\_  
 GERARD HUDSPETH, MAYOR

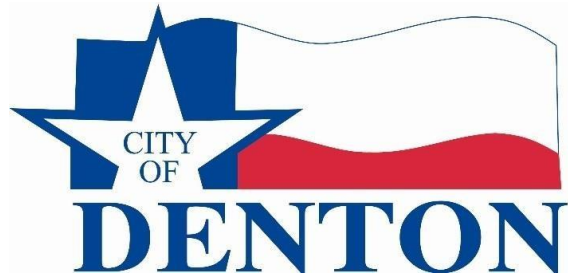
ATTEST:  
ROSA RIOS, CITY SECRETARY

BY: *Rosa Rios*



APPROVED AS TO LEGAL FORM:  
CATHERINE CLIFTON, INTERIM CITY ATTORNEY

BY: *Marcella Lunn*  
Digitally signed by Marcella Lunn  
DN: dc=com, dc=cityofdenton,  
dc=cityofdenton, ou=Department Users and  
Groups, ou=General Government,  
ou=Legal, cn=Marcella Lunn,  
email=Marcella.Lunn@cityofdenton.com  
Date: 2021.08.04 11:53:54 -05 00'



## DocuSign City Council Transmittal Coversheet

RFP	7728
File Name	Outdoor Warning Sirens Maintenance and Repair
Purchasing Contact	Ginny Brummett
City Council Target Date	AUGUST 17, 2021
Piggy Back Option	Yes
Contract Expiration	AUGUST 17, 2026
Ordinance	21-1692

**CONTRACT BY AND BETWEEN  
CITY OF DENTON, JOE GODDARD ENTERPRISES, LLC  
(CONTRACT 7728)**

**THIS CONTRACT** is made and entered into this date 08/17/2021, by and between JOE GODDARD ENTERPRISES, LLC a Oklahoma limited liability company, whose address is 11950 THOUSAND OAKS DRIVE, EDMOND, OKLAHOMA 73034, hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**SCOPE OF SERVICES**

Contractor shall provide products and/or services in accordance with the City's document RFP 7728-Outdoor Warning Sirens Maintenance and Repair, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Special Terms and Conditions (**Exhibit "A"**);
- (b) City of Denton's RFP 7728 (**Exhibit "B" on File at the Office of the Purchasing Agent**);
- (c) City of Denton Standard Terms and Conditions (**Exhibit "C"**);
- (d) Insurance Requirements (**Exhibit "D"**);
- (e) Certificate of Interested Parties Electronic Filing (**Exhibit "E"**);
- (f) Contractor's Proposal (**Exhibit "F"**);
- (g) Form CIQ – Conflict of Interest Questionnaire (**Exhibit "G"**);

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

**Prohibition on Contracts with Companies Boycotting Israel**

Contractor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. *By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.* Failure to meet or maintain the requirements under this provision will be considered a material breach.

**Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Section 2252 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. *By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization.* Failure to meet or maintain the requirements under this provision will be considered a material breach.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

**CONTRACTOR**

BY: Linda Goddard  
AUTHORIZED SIGNATURE

Printed Name: Linda Goddard

Title: Owner

4058309057  
PHONE NUMBER

office@goddardenterprises.net  
EMAIL ADDRESS

2021-770225

TEXAS ETHICS COMMISSION  
1295 CERTIFICATE NUMBER

THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED as to financial and operational obligations and business terms.

DocuSigned by: Kenneth Hedges  
SIGNATURE PRINTED NAME

Fire Chief  
TITLE

Fire  
DEPARTMENT

**CITY OF DENTON, TEXAS**

DocuSigned by: Sara Hensley  
BY: 5236DB296270423...

ATTEST:  
ROSA RIOS, CITY SECRETARY

DocuSigned by: Rosa Rios  
BY: 1C5CA8C5E175493...

APPROVED AS TO LEGAL FORM:

DocuSigned by: Marcella Lunn  
BY: 4B070831B4AA438...

## **Exhibit A**

### **Special Terms and Conditions**

#### **1. Total Contract Amount**

The contract total for services shall not exceed \$639,314. Pricing shall be per Exhibit F attached.

#### **2. The Quantities**

The quantities indicated on Exhibit F are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

#### **3. Delivery Lead Time**

Protective gear will need to be returned upon completion of service to the same station within 48 hours of pick up for annual cleaning and inspection services. For repairs or additional cleaning that may come up in the course of business, the City requires pick up, repair/cleaning, inspection, and return within 10 business days.

#### **4. Contract Terms**

The contract term will be three (3) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional two (2) one-year periods.

The Contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. The Supplier's request to not renew the contract must be submitted in writing to the Purchasing Manager at least 60 days prior to the contract renewal date for each year. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

#### **5. Price Escalation and De-escalation**

On Supplier's request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on these special terms. Any request for price adjustment must be based on the, U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) or the manufacturer published pricing list. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. The price will be increased or decreased based upon the annual percentage change in the PPI or the percentage change in the manufacturer's price list. Should the PPI or manufacturer price list change exceed a minimum threshold value of +/-1%, then the stated

eligible bid prices shall be adjusted in accordance with the percent change not to exceed the 8% limit per year. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

## **6. Performance Liquidated Damages**

The Contractor shall incur contractual payment losses, as initiated by the City for performance that falls short of specified performance standards as outlined below:

- Delivery beyond contracted lead times
- Performance below contracted levels (services only)

The Contractor shall be assessed a one (1%) percent fee each month when any one of the performance standards outlined above are not met in full. The Contractor shall be assessed a two (2%) percent profit fee each month when any two (2) or more performance standards outlined above are not met in full. At the end of each month, the City will review the monthly reports and determine the percentage of penalty to be assessed to the Contractor's monthly profit margin.



## Exhibit C **Standard Purchase Terms and Conditions**

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor or Supplier. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Supplier. No Terms and Conditions contained in the seller's proposal response, invoice or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, 22 and 32 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS.** The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM.** Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES:** The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED:** The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. **TITLE & RISK OF LOSS:** Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

**6. DELIVERY TERMS AND TRANSPORTATION CHARGES:** Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth the purchase order.

**7. RIGHT OF INSPECTION AND REJECTION:** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

**8. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

**9. PLACE AND CONDITION OF WORK:** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

#### **10. WORKFORCE**

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Denton contract or on the City's property .

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent,  
Contract # 7728

disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

**Immigration:** The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA) enacted on September 30, 1996.

**11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

**Environmental Protection:** The Respondent shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq.*).

**12. INVOICES:**

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

**B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount.

The City will furnish a tax exemption certificate upon request.

**13. PAYMENT:**

A. All proper invoices need to be sent to Accounts Payable. Approved invoices will be paid within Contract # 7728

thirty (30) calendar days of the City's receipt of the deliverables or of the invoice being received in Accounts Payable, whichever is later.

**B. If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

- i. delivery of defective or non-conforming deliverables by the Contractor;
- ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
- iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
- v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;
- vi. failure of the Contractor to submit proper invoices with purchase order number, with all required attachments and supporting documentation; or
- vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given that any awarded firm who is in arrears to the City of Denton for delinquent taxes, the City may offset indebtedness owed the City through payment withholding.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

**14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the contract terms. During the term of this contract, the contractor shall bill and the City shall reimburse contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

**15. FINAL PAYMENT AND CLOSE-OUT:**

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

**16. SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

**17. RIGHT TO AUDIT:**

A. The City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within ten (10) business days of written request. Further, the Contractor shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to the Contract, and to allow the City similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

**18. SUBCONTRACTORS:**

A. If the Contractor identified Subcontractors in a DBE/MBE/WBE agreed to Plan, the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan

has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the

Contract, and shall contain provisions that:

- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
- ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
- iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
- iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
- v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

#### **19. WARRANTY-PRICE:**

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

**20. WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

**21. WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions

in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

**22. WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor

shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

**23. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

**24. RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

**25. STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

**26. DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

**27. TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

**28. TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available  
Contract # 7728



for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS:**

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY:**

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

**B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF**

**THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

**32. INSURANCE:** The following insurance requirements are applicable, in addition to the specific insurance requirements detailed in **Appendix A** for services only. The successful firm shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton.

**A. General Requirements:**

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated and agreed to, as submitted to the City and approved by the City within the procurement process, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverage's and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of **A- VII or better**. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- vi. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:  
City of Denton  
Materials Management Department  
901B Texas Street  
Denton, Texas 76209
- vii. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- viii. If insurance policies are not written for amounts agreed to with the City, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- ix. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms,

conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

xiii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage's indicated within the Contract.

xiv. The insurance coverage's specified in within the solicitation and requirements are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the solicitation instrument.

**33. CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

**34. NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

**35. RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** 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 proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code.

**36. NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.

**37. CONFIDENTIALITY:** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

**38. OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.

39. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

40. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

41. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

42. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with  
Contract # 7728

a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

**43. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation solicitation as defined in the City's Ethic Ordinance 18-757 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

**44. INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or his designee under this agreement. The contractor is expressly free to advertise and perform services for other parties while performing services for the City.

**45. ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.

The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

**46. WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is  
Contract # 7728

supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

**47. MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

**48. INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

**49. DISPUTE RESOLUTION:**

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

**50. JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted

in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

51. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

52. **HOLIDAYS:** The following holidays are observed by the City:

- |   |
|---|
| New Year's Day (observed)<br>MLK Day<br>Memorial Day<br>4th of July<br>Labor Day<br>Thanksgiving Day<br>Day After Thanksgiving<br>Christmas Eve (observed)<br>Christmas Day (observed)<br>New Year's Day (observed) |
|---|

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or his authorized designee.

53. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

54. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

55. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any Contract # 7728



discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this RFQ.

**B. Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

**56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)**

The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

**57. RIGHT TO INFORMATION:** The City of Denton reserves the right to use any and all information presented in any response to this contract, whether amended or not, except as prohibited by law. Selection or rejection of the submittal does not affect this right.

**58. LICENSE FEES OR TAXES:** Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

Contract # 7728

**59. PREVAILING WAGE RATES:** The contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at <http://www.dol.gov/whd/contracts/dbra.htm> and at the Wage Determinations website [www.wdol.gov](http://www.wdol.gov) for Denton County, Texas (WD-2509).

**60. COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS:** The contractor or supplier shall comply with all State, Federal, and Local laws and requirements. The Respondent must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

**61. FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Respondent shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Respondent or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Respondent's omission or breach of this Section.

**62. DRUG FREE WORKPLACE:** The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

**63. RESPONDENT LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY:** The Respondent shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Respondent shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

**64. FORCE MAJEURE:** The City of Denton, any Customer, and the Respondent shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Respondent will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Respondent continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Respondent shall immediately notify the City of  
Contract # 7728

Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

**65. NON-WAIVER OF RIGHTS:** Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

**66. NO WAIVER OF SOVEREIGN IMMUNITY:** The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

**67. RECORDS RETENTION:** The Respondent shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Respondent shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Respondent shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

**Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.**

- 1. Final negotiated contract**
- 2. RFP/Bid documents**
- 3. City's standard terms and conditions**
- 4. Purchase order**
- 5. Supplier terms and conditions**

**Exhibit D**  
**INSURANCE REQUIREMENTS AND**  
**WORKERS' COMPENSATION REQUIREMENTS**

*Upon contract execution, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.*

**STANDARD PROVISIONS:**

***Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.***

***Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.***

***All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:***

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:
  - Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.
  - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
  - Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.

- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***
- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

**SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:**

***All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:***

A. **General Liability Insurance:**

General Liability insurance with combined single limits of not less than **\$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.

- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

**Automobile Liability Insurance:**

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than **\$500,000** either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned hired and non-owned autos.

**Workers' Compensation Insurance**

Contractor shall purchase and maintain Workers' Compensation insurance which, in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least \$100,000 for each accident, \$100,000 per each employee, and a \$500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for any work performed for the City by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment 1 in accordance with §406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Workers' Compensation Commission (TWCC).

**Owner's and Contractor's Protective Liability Insurance**

The Contractor shall obtain, pay for and maintain at all times during the prosecution of the work under this contract, an Owner's and Contractor's Protective Liability insurance policy naming the City as insured for property damage and bodily injury which may arise in the prosecution of the work or Contractor's operations under this contract. Coverage shall be on an "occurrence" basis and the policy shall be issued by the same insurance company that carries the Contractor's liability insurance. Policy limits will be at least **\$500,000.00** combined bodily injury and property damage per occurrence with a **\$1,000,000.00** aggregate.

**Fire Damage Legal Liability Insurance**

Coverage is required if Broad form General Liability is not provided or is unavailable to the contractor or if a contractor leases or rents a portion of a City building. Limits of not less than \_\_\_\_\_ each occurrence are required.

**Professional Liability Insurance**

Professional liability insurance with limits not less than **\$1,000,000.00** per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

[ ] **Builders' Risk Insurance**

Builders' Risk Insurance, on an All-Risk form for 100% of the completed value shall be provided. Such policy shall include as "Named Insured" the City of Denton and all subcontractors as their interests may appear.

[ ] **Environmental Liability Insurance**

Environmental liability insurance for \$1,000,000 to cover all hazards contemplated by this contract.

[ ] **Riggers Insurance**

The Contractor shall provide coverage for Rigger's Liability. Said coverage may be provided by a Rigger's Liability endorsement on the existing CGL coverage; through and Installation Floater covering rigging contractors; or through ISO form IH 00 91 12 11, Rigger's Liability Coverage form. Said coverage shall mirror the limits provided by the CGL coverage

[ ] **Commercial Crime**

Provides coverage for the theft or disappearance of cash or checks, robbery inside/outside the premises, burglary of the premises, and employee fidelity. The employee fidelity portion of this coverage should be written on a "blanket" basis to cover all employees, including new hires. This type insurance should be required if the contractor has access to City funds. Limits of not less than \$\_\_\_\_\_ each occurrence are required.

[ ] **Additional Insurance**

Other insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Specific Conditions" of the contract specifications.

## ATTACHMENT 1

### □ **Workers' Compensation Coverage for Building or Construction Projects for Governmental Entities**

#### A. Definitions:

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' 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 contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, 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.

- B. 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.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. 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.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:



1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  2. 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.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
1. 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 of its employees providing services on the project, for the duration of the project;
  2. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  3. provide the contractor, prior to the end of the coverage period, 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;
  4. obtain from each other person with whom it contracts, and provide to the contractor:
    - a. a certificate of coverage, prior to the other person beginning work on the project; and

- b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- 5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- 6. notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

**Exhibit E**  
**Certificate of Interested Parties Electronic Filing**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

**Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.**

The contractor shall:

1. Log onto the State Ethics Commission Website at :  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) with the contract number in the subject line.  
(EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

## Exhibit F

Line	Description	UOM	QTY	
1	Emergency Response	EA		
2	Annual Preventative Maintenance for the entire City of Denton's outdoor warning siren system. (includes 22 sirens, 3 Activation Control Points with Encoders and Radios)(Includes both cabinet and siren head maintenance.)	EA	1	\$16,750.00
3	Annual Preventative Maintenance Cost per each additional Outdoor Warning Siren site if added by the City of Denton.(Includes both cabinet and siren head maintenance.)	EA	1	\$600.00
4	Scheduled Repairs	EA		
5	Minimum site visit charge (This cost is per day. Example: If work exceeds one working day, the minimum site visit is charged for each day our crews are onsite. This only applies to scheduled repairs, not annual maintenance.)	EA	1	\$120.00
6	Technician labor with a regular bucket truck * * The expectation of the City of Denton is that all crews while working on a siren operate out of a bucket truck and not a ladder for safety reasons.	HR	1	\$95.00
7	Technician labor with a large bucket truck ** ** Large Bucket Truck MUST be capable of safely servicing the siren head on top of any pole in the City of Denton or it will be considered a regular bucket truck. It must also be rated and capable of removing any siren head in the City of Denton from the top of a pole to ground level.	HR	1	\$145.00
8	Any parts required will be charged at cost plus _____%	PERCENTAGE	1	20%
9	System Training	EA		
10	Hourly Rate	HR	1	No Charge
11	Remote System Monitoring for troubleshooting per month	MONTH	1	No Charge
12	Miscellaneous	EA		
13	Total Cost of a Communication Battery for individual replacement	EA	1	\$55.00
14	Total Cost to replace all the Siren Batteries in One (1) Siren	EA	1	\$500.00
15	Battery price if only 1 battery is showing low voltage in a siren. (Batteries provided by Goddard have a 1 year warranty. Any battery reporting low voltage within the first year will be warrantied at no cost to the city. (Labor and service rates still apply))	EA	1	\$125.00
16	AC Delco M24MF Battery	EA	1	\$125.00
17	Alternative battery being considered (AGM MK8A24DT)	EA	1	\$217.25
18	Estimated yearly expenditure for parts percentage discount off Mfg. list price	EA		10%
19	Total estimated turn-key cost to convert 1 siren from AC to Solar with DC back-Up. Cost Breakdown:	EA	1	\$2,250.00
20	Solar Panel ((Note: Two Solar panels are required for 48VDC siren)190 Watt 24VDC Solar Panel - Custom Panel for Goddard Solar Kit))	EA	1	\$365.00
21	Misc Parts (Misc Parts for Solar: 12/24/48VDC Regulator and Custom side of pole mounting kit)	EA	1	\$630.00
22	Hourly charge based on the # of hours on site (Note: Hourly rate is not charged when using the turnkey solar line item. Otherwise our standard 95/Hour rate will be charged.)	EA	1	\$95.00
23	Any additional miscellaneous items not listed above including but not limited to: Software, Hardware, Equipment, Labor, Encryption of Siren Communications. Cost plus plus percentage mark-up	Percentage	1	20%
			<b>Total</b>	<b>\$22,112.25</b>

### CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

#### CONFLICT OF INTEREST QUESTIONNAIRE -

For vendor or other person doing business with local governmental entity

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

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

By law this questionnaire must be filed with the records administrator of the local government 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.

1 Name of vendor who has a business relationship with local governmental entity.  
Joe Goddard Enterprises LLC

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 in this section is being disclosed.  
N/A

Name of Officer

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

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

Yes  No

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

Yes  No

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

4  I have no Conflict of Interest to disclose.

5 Lynnda Goddard  
Signature of vendor doing business with the governmental entity

10/23/2021  
Date

**Certificate Of Completion**


Envelope Id: FA0CE737C8C042668DD7F42468A411E3	Status: Completed
Subject: 7728 Outdoor Warning Sirens Maintenance and Repair	
Source Envelope:	
Document Pages: 34	Signatures: 5
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Ginny Brummett
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	Ginny.Brummett@cityofdenton.com
	IP Address: 198.49.140.104

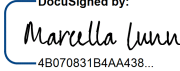
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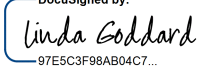
Status: Original	Holder: Ginny Brummett	Location: DocuSign
7/23/2021 9:39:07 AM	Ginny.Brummett@cityofdenton.com	

**Signer Events**

Signer Events	Signature	Timestamp
Ginny Brummett ginny.brummett@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 198.49.140.104	Sent: 7/23/2021 10:17:10 AM Viewed: 7/23/2021 10:17:21 AM Signed: 7/23/2021 10:17:48 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 7/23/2021 10:17:50 AM Viewed: 7/23/2021 2:11:57 PM Signed: 7/23/2021 2:14:08 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

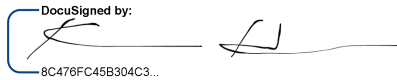
Marcella Lunn marcella.lunn@cityofdenton.com Catherine Clifton, Interim City Attorney City of Denton Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 68.185.202.16	Sent: 7/23/2021 2:14:11 PM Viewed: 7/23/2021 4:51:51 PM Signed: 7/23/2021 4:54:49 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Linda Goddard office@goddardenterprises.net Owner Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 174.249.42.15 Signed using mobile	Sent: 7/23/2021 4:54:51 PM Viewed: 7/26/2021 2:06:44 PM Signed: 7/26/2021 2:21:02 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 7/26/2021 2:06:44 PM ID: 32095bb5-27a5-472e-a3ae-725552f7766b		

**Signer Events**

Kenneth Hedges  
Kenneth.Hedges@cityofdenton.com  
Fire Chief  
Security Level: Email, Account Authentication (None)

**Signature**



Signature Adoption: Drawn on Device  
Using IP Address: 198.49.140.10

**Timestamp**

Sent: 7/26/2021 2:21:04 PM  
Resent: 8/3/2021 1:10:35 PM  
Viewed: 8/3/2021 1:27:35 PM  
Signed: 8/3/2021 1:28:03 PM

**Electronic Record and Signature Disclosure:**

Accepted: 8/3/2021 1:27:35 PM  
ID: c44673bb-1d79-4446-b2c2-b79db309301d

Cheyenne Defee  
cheyenne.defee@cityofdenton.com  
Contract Administrator  
City of Denton  
Security Level: Email, Account Authentication (None)

**Completed**

Using IP Address: 198.49.140.104

Sent: 8/3/2021 1:28:06 PM  
Viewed: 8/18/2021 8:42:46 AM  
Signed: 8/18/2021 8:43:09 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Sara Hensley  
sara.hensley@cityofdenton.com  
Interim City Manager  
City of Denton  
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
Using IP Address: 198.49.140.10

Sent: 8/18/2021 8:43:12 AM  
Viewed: 8/18/2021 8:49:31 AM  
Signed: 8/18/2021 8:49:41 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Rosa Rios  
rosa.rios@cityofdenton.com  
City Secretary  
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
Using IP Address: 198.49.140.10

Sent: 8/18/2021 8:49:44 AM  
Viewed: 8/18/2021 8:59:55 AM  
Signed: 8/18/2021 9:00:34 AM

**Electronic Record and Signature Disclosure:**

Accepted: 8/18/2021 8:59:55 AM  
ID: 40323269-7edf-4cea-b768-b73c317c44d6

**In Person Signer Events      Signature      Timestamp**

**Editor Delivery Events      Status      Timestamp**

**Agent Delivery Events      Status      Timestamp**

**Intermediary Delivery Events      Status      Timestamp**

**Certified Delivery Events      Status      Timestamp**

**Carbon Copy Events      Status      Timestamp**

Cheyenne Defee  
cheyenne.defee@cityofdenton.com  
Contract Administrator  
City of Denton  
Security Level: Email, Account Authentication (None)



Sent: 7/23/2021 10:17:51 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
<p>Gretna Jones  gretna.jones@cityofdenton.com  Legal Secretary  City of Denton  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<b>COPIED</b>	<p>Sent: 8/3/2021 1:28:06 PM  Viewed: 8/4/2021 10:07:34 AM</p>
<p>City Secretary Office  citysecretary@cityofdenton.com  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<b>COPIED</b>	<p>Sent: 8/18/2021 9:00:37 AM</p>
<p>Lindsey Garrison  Lindsey.Garrison@cityofdenton.com  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<b>COPIED</b>	<p>Sent: 8/18/2021 9:00:38 AM</p>
<p>Logan Shelts  logan@goddardenterprises.net  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<b>COPIED</b>	<p>Sent: 8/18/2021 9:00:39 AM  Viewed: 8/18/2021 9:14:59 AM</p>
<p>Andy Goddard  andy@goddardenterprises.net  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<b>COPIED</b>	<p>Sent: 8/18/2021 9:00:40 AM  Viewed: 8/18/2021 9:02:14 AM</p>

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/23/2021 10:17:10 AM
Certified Delivered	Security Checked	8/18/2021 8:59:55 AM
Signing Complete	Security Checked	8/18/2021 9:00:34 AM
Completed	Security Checked	8/18/2021 9:00:40 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact City of Denton:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com)

**To advise City of Denton of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [melissa.kraft@cityofdenton.com](mailto:melissa.kraft@cityofdenton.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from City of Denton**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with City of Denton**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.



**7728**

**Joe Goddard Enterprises LLC  
Supplier Response**

**Event Information**

Number: 7728  
Title: Outdoor Warning Sirens Maintenance and Repair  
Type: Request for Proposal  
Issue Date: 6/18/2021  
Deadline: 7/6/2021 11:00 AM (CT)  
Notes: **The City highly recommends that respondents do not wait until minutes before the due date and time to submit proposal.**

**The submittal process may take significant time.**

**Submissions accepted via IONWAVE or hard copy ONLY (no emails).**

**Questions must be submitted by the deadline via IONWAVE only (no emails/no phone calls)**

The City of Denton (the City) is requesting submissions to contract with an individual or business with considerable experience in providing goods or services of this solicitation. The responses and the cost solutions shall be submitted to the City of Denton in a sealed submission.

The awarded individual or business shall possess a proven track record of using innovative approaches to providing goods and services that represent the best value to their clients. The awarded individual or business shall have the ability to accomplish all aspects of the requested services. The selected individual or firm should be able to provide innovative methods to deal with municipal challenges, and cost effective solutions.

A firm may submit a solicitation response for one or more of the categories of product or services requested in this solicitation.

It is the intent of the entity to consider interlocal cooperative agreements and state/federal contracts in determining the best value for the entity.

### **Contact Information**

Contact: Ginny Brummett

Address: Buyer

901-B Texas Street

Denton, TX 76209

Phone: (940) 349-7100

Email: [ginny.brummett@cityofdenton.com](mailto:ginny.brummett@cityofdenton.com)

## Joe Goddard Enterprises LLC Information

Contact: Linda Goddard  
Address: 11950 Thousand Oaks Dr  
Edmond, OK 73034  
Phone: (405) 260-1994  
Email: office@goddardenterprises.net

The undersigned agrees this submission becomes the property of the City of Denton after the official opening. The undersigned affirms he has familiarized himself with the specification, drawings, exhibits and other documents; the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of materials and equipment; and all other matters that will be required for the work before submitting a response. The undersigned affirms that they are duly authorized to execute this contract, that this submission has not been prepared in collusion with any other respondent, nor any employee of the City of Denton, and that the contents of this submission have not been communicated to any other respondent or to any employee of the City of Denton prior to the acceptance of this submission. The undersigned affirms that they have read and do understand the specifications, all exhibits and attachments contained in this solicitation package. I certify that I have made no willful misrepresentations in this submission, nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this submission will be investigated, with my full permission, and that any misrepresentations or omissions may cause my submission to be rejected.

Linda Goddard

*Signature*

Submitted at 6/28/2021 10:07:18 AM

office@goddardenterprises.net

*Email*

## Supplier Note

Thank you for the opportunity!

## Requested Attachments

### Conflict of Interest Questionnaire

Conflict of Interest-Denton TX 6-23-21.pdf

The individual or business must disclose any business relationship that would have an effect, of a conflict of interest. Please attach a signed copy of the conflict of interest questionnaire.

### Safety Record

Safety\_Record\_Filled.pdf

The City of Denton desires to avail itself of the benefits of Section 252.0435 of the Local Government Code, and consider the safety records of potential contractors prior to awarding City contracts. Pursuant to Section 252.0435 of the Local Government Code, the City of Denton has adopted the written definition and criteria as shown in the Safety Record Questionnaire for accurately determining the safety record of a respondent prior to awarding City contracts.

### Invoice Example

Blank Invoice.pdf

Please attach an example of your invoice based on the City requirements in Attribute 5

## Response Attachments

### Training Academy Completion Certificate-Andy Goddard (1).pdf

Andy Training Certificate

### Training Academy Completion Certificate-Dustin Reyna (1).pdf

Dustin Training Certificate

### Training Academy Completion Certificate-Logan Shelts (1).pdf

Logan Training Certificate

## Training Academy Completion Certificate-Ryan Dean (1).pdf

Ryan Training Certificate

## WhelenLetter.pdf

Authorized distributor letter from Whelen

## Reference Letters.pdf

Goddard Enterprises Reference letters

## Logan\_Shelts\_-\_Service\_Manager\_&\_System\_Design.pdf

Logan Shelts - Experience and resume

## Andy Resume.pdf

Andy Goddard - Experience and resume

## Ryan Resume.pdf

Ryan Dean - Experience and resume

## Form 1295 Certificate of Interested Parties Denton TX 6-23-21.pdf

1295 Form filled out

## Liability.PDF

CERTIFICATE OF LIABILITY INSURANCE

## Auto Insurance.pdf

CERTIFICATE OF AUTO INSURANCE

## Bid Attributes

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<b>1</b>	<b>SECTION 1</b> <b>General Information</b>
<b>2</b>	<b>Contract Term</b> It is the intention of the City of Denton to award a contract for three (3) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional two (2) one-year periods. The contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. At the sole option of the City of Denton, the contract may be further extended as needed, not to exceed a total of six (6) months.
<b>3</b>	<b>Pricing</b> Unit Pricing shall include all fees and costs to provide the goods and services to the City. Unit pricing for goods shall include delivery costs, F.O.B. Destination <b>Firm Price</b> Pricing and discounts submitted are firm for the initial one-year period specified in the solicitation. Price decreases are allowed at any time. Price increases shall only be considered as stipulated below in "PRICE ADJUSTMENTS". <b>Price Decreases/Discount Increases</b> Respondents are required to immediately implement any price decrease or discount increase that may become available. The City of Denton must be notified in writing for updating the contract.

#### 4 Price Adjustments

Prices quoted for the commodities or services described in the solicitation must be firm for a period of one year from date of contract award. Any request for price adjustment must be based on the, U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) or the manufacturer published pricing list. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. The price will be increased or decreased based upon the annual percentage change in the PPI or the percentage change in the manufacturers price list. Should the PPI or manufacturer price list change exceed a minimum threshold value of +/-1%, then the stated eligible bid prices shall be adjusted in accordance with the percent change not to exceed the 8% limit per year. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

#### 5 Invoices

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. **Invoices shall be itemized and transportation charges, if any, shall be listed separately.** A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**A sample invoice must be submitted with this solicitation**

Acknowledge (Acknowledge)

#### 6 Cooperative Purchasing Agreement

As permitted under Interlocal Cooperation Act C Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. The governmental entities will have the option to use the pricing as agreed to within the resulting contract. Governmental entities will issue their internal purchase orders directly to the contractor(s).



## **7 Submittal Instructions**

The City of Denton will accept electronic in lonwave or hard copy submittals until the date and time on the cover sheet of this solicitation. Any submission received after the date and/or hour set for solicitation opening will be returned unopened.

Hard copy submissions may be hand delivered (by firm or express courier) to the address listed below:

City of Denton

Materials Management

SOLICITATION NUMBER AND NAME

901B Texas Street

Denton, TX 76209

The City of Denton reserves the right to accept or reject in part or in whole any submission, and to waive technicalities of the submission, in the best interest of obtaining best value for the City.

Each respondent is responsible for taking the necessary steps to ensure their submission is received by the date and time noted herein. The City is not responsible for missing, lost or late mail or any mail delays, internal or external, that may result in the submission arriving after the set time.

### **HARD COPY SUBMISSION FORMAT**

Respondents shall provide detailed information to allow the City to properly evaluate the submission. The City requests the following format be used:

1. Hard copy submissions shall be bound only utilizing a staple or binder clip. Do not submit responses in a binder or file folder.
2. Submission shall be no more than 200 pages in length
3. Utilize tabs to identify exhibits and attachments
4. Hard Copy Submittals shall include one (1) original signed by an officer authorized to bind the firm
5. Submit response, before the published due date. Hard copy submittals must be in a sealed envelope with the solicitation number and name.
6. The submission shall include the following:
  - a. Completed Bid Invitation
  - b. Pricing Sheet
  - c. Safety Record (if applicable form will be attached)
  - d. Conflict of Interest Questionnaire
  - e. Appendices may be used for additional documentation or clarification at the respondent's option
  - f. USB flash drive with all submittal documents

## 8 Evaluation Procedures

Selection of a firm(s) to provide the aforementioned materials and services shall be in accordance with the City of Denton Purchasing Policies and procedures. The City of Denton shall open all submissions and evaluate each respondent in accordance to the below criteria:

**Step 1:** The City of Denton will evaluate the submission in accordance with the selection criteria and will rank the firms on the basis of the submittals. The City of Denton, reserves the right to consider information obtained in addition to the data submitted in the response. The selection criterion is listed below:

### **Delivery/Project Schedule (FACTOR:20 %)**

Ability to timely start and complete project. This includes the schedule to complete project and may include ability to meet required milestones of completion. For supplies, the estimated delivery after receipt of order.

### **Compliance with specifications, quality, reliability, characteristics to meet stated or implied needs (FACTOR: 30%)**

Compliance with the stated specification(s) coupled with the quality and reliability of the goods and services such as fitness for use that meets or exceeds Owner's expectations and the characteristics of the product or service that bear on its ability to meet the stated/implied needs.

### **Indicators of Probable Performance under contract (FACTOR: 20%)**

Indicators of probable performance under the contract to include: past vendor performance, financial resources and ability to perform, experience or demonstrated capability and responsibility, references, and the vendor's ability to provide reliable maintenance agreements and support.

### **Price, Total Cost of Ownership (FACTOR: 30%)**

The price of items, to include total cost of ownership, such as installation costs, life cycle costs, and warranty provisions.

The total possible score of the submissions shall be scored and weighted as indicated above. Based on the outcome of the computations performed, each submission will be assigned a raw score. The assigned weight will then be applied to these scores to calculate an overall score for each submission for completion of the final scoring process.

**Step 2:** After the final ranking of the submissions and determination of Firm(s) that provide a best value to the City and are within the competitive range, provided the City of Denton elects to proceed without oral discussions, the City will immediately proceed to negotiate final pricing, terms and conditions with the **highest ranked Firm or Firms**. The best and final pricing cannot be higher than the original proposal submitted. The City of Denton may elect to conduct oral discussions, request clarifications, and presentations concerning the project approach and ability to furnish the requirements, as part of the negotiation process. The City may elect to utilize a Best and Final negotiation phase to determine the Firm that provides the overall best value to the City.

**Step 3:** Upon selection of the submission or Best and Final Offer that represents the "best value", a written recommendation will be presented to the appropriate approving authority for the City of Denton (the City Manager, Public Utility Board, City Council) requesting authorization to proceed with contract execution for the proposed services.

In accordance with Texas State Law, trade secrets and confidential information in competitive sealed proposals are not open for public inspection. All submissions shall be opened in a manner that avoids disclosure of the contents to competing respondents and keeps the responses secret during negotiations. A public opening will not be conducted with this process.

After the contract has been awarded all submissions will be open for public inspection, and the unsuccessful respondent(s) may request a debriefing regarding their submittal. Please contact the City of Denton Materials Management staff to document the request for a debriefing. A meeting with the City of Denton Materials Management Staff and the using Division will be scheduled within a reasonable time.

## 9 Protests

Any interested party who is aggrieved in connection with a solicitation or award of a contract may protest per the City of Denton policy located here on page 52 - "[https://www.cityofdenton.com/CoD/media/City-of-Denton/Business/Solicitations%20and%20Contracting/Denton-Procurement-Policy\\_Final.pdf](https://www.cityofdenton.com/CoD/media/City-of-Denton/Business/Solicitations%20and%20Contracting/Denton-Procurement-Policy_Final.pdf)"

1 0	<b>Section 2</b> <b>Business Overview Questionnaire</b>
1 1	<b>Firm's Legal Name</b> Joe Goddard Enterprises, LLC
1 2	<b>Address Line 1</b> 11950 Thousand Oaks Dr.
1 3	<b>Address Line 2</b> No response
1 4	<b>City</b> Edmond
1 5	<b>State</b> Oklahoma
1 6	<b>Zip Code</b> 73034
1 7	<b>Agent Authorized to sign contract</b> The agents name and email who is authorized to sign the contract. Linda Goddard - office@goddardenterprises.net (please CC andy@goddardenterprises.net and logan@goddardenterprises.net)
1 8	<b>Subsidiary of:</b> No response
1 9	<b>Organization Class</b> Corporation
2 0	<b>Tax Payer ID</b> 81-4377312
2 1	<b>Date Established</b> 1/1/2017
2 2	<b>Historically Underutilized Business</b> <input type="checkbox"/> Yes, We are a registered HUB. (Yes, We are a registered HUB.)
2 3	<b>Please provide a detailed listing of all products and/or services that your company provides.</b> Our company specialises in mass notification and outdoor warning systems. We provide service to all brands of sirens including Federal Signal, Whelen Engineering, American Signal, Sentry Siren, ATI Systems, and more. We provide new sales of these warning systems, along with maintenance services.

**24** Has your company filed or been named in any litigation involving your company and the Owner on a contract within the last five years under your current company name or any other company name?

If so provide details of the issues and resolution if available. Include lawsuits where Owner was involved. (Notice: Failure to disclose this information during proposal submission, and later discovered, may result in contract termination at the Owner's option.)

NO

**25** Have you ever defaulted on or failed to complete a contract under your current company name or any other company name? If so, where and why? Give name and telephone number of Owner.

NO

**26** Have you ever had a contract terminated by the Owner? If so, where and why? Give name and telephone number (s) of Owner (s).

NO

**27** Has your company implemented an Employee Health and Safety Program compliant with 29 CFR 1910 General Industry Standard and/or 29 CFR 1926 General Construction Standards as they apply to your Company's customary activities?

[http://www.osha.gov/pls/oshaweb/owasrch.search\\_form?p\\_doc\\_type=STANDARDS&p\\_toc\\_level=1&p\\_keyvalue=1926](http://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=STANDARDS&p_toc_level=1&p_keyvalue=1926)

Yes, Additionally; all our staff attends the Health and Safety council each year to refresh their OSHA training.

**28** Resident/Non-Resident Bidder Determination

Texas Government Code Section 2252.002: Non-resident bidders. Texas law prohibits cities and other governmental units from awarding contracts to a non-resident firm unless the amount of such a bid is lower than the lowest bid by a Texas resident by the amount the Texas resident would be required to underbid in the non-resident bidders state. In order to make this determination, please provide the name, address and phone number of:

- a. Responding firms principle place of business:
- b. Company's majority owner principal place of business
- c. Ultimate Parent Company's principle place of business

Joe Goddard Enterprises, LLC  
11950 Thousand Oaks Dr  
Edmond, Oklahoma  
73034

**29 Prohibition on Contracts with Companies Boycotting Israel**

Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts and provide documentation that make it exempt from the boycott certification in its Response. Exemption criteria includes the following:

- 1. Company is a sole proprietorship;
- 2. Company employs less than 10 full-time employees;
- 3. Value of the contract is less than \$100,000

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

Does not Boycott Israel

**30 Section 3  
Minimum Qualifications**

**31 Three(3) years experience providing similar products or services**

Yes

**32 Reference 1 - Government/Company Name**

Person who you have done business with in the past.

Flower Mound, Texas

**33 Reference 1 - Phone**

Enter phone number.

(770) 883-6245

**34 Reference 1 - Contact Person & Title**

Brandon Barth - Emergency Management

**35 Reference 1 - Email Address**

brandon.barth@flower-mound.com

**36 Reference 1 - Scope of Work**

Maintenance of the Outdoor Warning Sirens

**37 Reference 1 - Contract Period**

Cooperative agreement - 5 Years

**38 Reference 2 - Government/Company Name**

Person who you have done business with in the past.

Terrell, Texas

39	<b>Reference 2 - Phone</b> Enter phone number. <input type="text" value="(469) 479-4148"/>
40	<b>Reference 2 - Contact Person &amp; Title</b> <input type="text" value="Dustin Connor - Emergency Management"/>
41	<b>Reference 2 - Email Address</b> <input type="text" value="dconner@cityofterrell.org"/>
42	<b>Reference 2 - Scope of Work</b> <input type="text" value="Maintenance of outdoor sirens, installation and upgrades of outdoor sirens"/>
43	<b>Reference 2 - Contract Period</b> <input type="text" value="Year by Year"/>
44	<b>Reference 3 - Government/Company Name</b> Person who you have done business with in the past. <input type="text" value="Arlington, Texas"/>
45	<b>Reference 3 - Phone</b> Enter phone number. <input type="text" value="(817) 459-6941"/>
46	<b>Reference 3 - Contact Person &amp; Title</b> <input type="text" value="Irish Hancock - Emergency Management"/>
47	<b>Reference 3 - Email Address</b> <input type="text" value="irish.hancock@arlingtontx.gov"/>
48	<b>Reference 3 - Scope of Work</b> <input type="text" value="Maintenance and installation of outdoor warning sirens"/>
49	<b>Reference 3 - Contract Period</b> <input type="text" value="5 year"/>
50	<b>Registered with the State of Texas</b> The responding individual or business must be registered in the State of Texas, or the County of Denton, to provide the products or services required in the solicitation, and the individual or business must have all licensure required by the State to provide any services required under this contact. To learn how to obtain information about filing with the State of Texas, or obtaining copies or certificates from the Secretary of State visit Webpage: <a href="http://www.sos.state.tx.us/corp/copies.shtml">http://www.sos.state.tx.us/corp/copies.shtml</a> ; Phone 512-463-5578; or email <a href="mailto:corpcert@sos.state.tx.us">corpcert@sos.state.tx.us</a> .
51	<b>Authorized Manufacturer</b> Authorized manufacturer or distributor authorized by the manufacturer for products identified in the Technical Specifications to sell to the City of Denton, Texas. Attach documentation such as a letter from the manufacturer or a line card.

**5**  
**2** **Section 4**  
**Terms and Conditions**

**5**  
**3** **General Provisions**

**1. SILENCE OF SPECIFICATIONS**

The apparent silence of these specifications as to any detail or the apparent omission from it of a detailed description concerning any point, shall be regarded as a meaning that the only best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

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**2. RESPONDENTS COST TO DEVELOP SUBMITTAL**

Respondents to this solicitation are responsible for all costs of submittal preparation, delivery and any oral presentations required as part of the selection process. All materials submitted in response to the solicitation become property of the City of Denton and will be returned only at the option of the City.

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**3. MINIMUM RESPONSE**

Submittals that do not, at a minimum, contain the Attachments and Exhibit 1 Pricing Sheet will be subject to disqualification at the sole discretion of the City of Denton. If any firm submitting a proposal is a corporation, it must be registered to conduct business in the State of Texas. Proof of this registration must be included as part of the submittal.

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**4. VALIDITY PERIOD**

The information included in the solicitation response(s), and any cost information obtained from a negotiation process, remain valid for 120 days from the response due date or until the contract is approved by the governing body.

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**5. REJECTION OF SUBMITTAL ANY PROPOSAL SUBMITTED AFTER THE DUE DATE AND TIME SPECIFIED WITHIN SECTION III, SHALL BE REJECTED. THE CITY SHALL REJECT RESPONSES SUBMITTED BY FIRMS THAT DO NOT MEET MINIMUM QUALIFICATIONS.**

The City of Denton reserves the right to reject any and all submittals received in response to the solicitation and to waive any minor technicalities or irregularities as determined to be in the best interest of the City.

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**6. PROPRIETARY INFORMATION**

If a respondent does not desire proprietary information in the submission to be disclosed, the respondent shall identify all proprietary information in the submission. This identification will be accomplished by individually marking each page or line item detail with the words "Proprietary Information". If the respondent fails to identify proprietary information, the respondent agrees that by submission of its response, that those sections shall be deemed non-proprietary and made available upon public request. Respondents are advised that the City, to the extent permitted by law, will protect the confidentiality of all submissions. Respondent shall consider the implications of the Texas Public Information Act, particularly after the solicitation process has ceased and the contract has been awarded. While there are provisions in the Texas Public Information Act to protect proprietary information, where the respondent can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met will not be decided by the City of Denton, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the respondent, who may then request an opinion from the Attorney General pursuant to 552.305, Texas Government Code. The City will not make a request of the Attorney General.

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**7. NON-ENDORSEMENT**

If a submission is accepted, the successful respondent shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City of Denton's endorsement of the successful respondent's services.

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**8. ASSIGNMENT**

The successful contractor shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the Purchasing Manager.

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## **9. UNAUTHORIZED COMMUNICATIONS**

After release of this solicitation, respondent contact regarding this solicitation with members of the evaluation, interview or selection panels, employees of the City or officials of the City other than the Purchasing Manager, or authorized City of Denton purchasing staff, or as otherwise indicated is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the respondent shall have any contact or discussion, verbal or written, with any members of the City Council, members of the evaluation, interview, or selection panels, City staff or City's consultants, or directly or indirectly through others, seeking to influence any City Council member, City staff, or City's consultants regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any respondent violates the foregoing prohibition by contacting any of the above listed parties with who contact is not authorized, such contact may result in the respondent being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this solicitation.

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## **10. DISQUALIFICATIONS**

Any terms and conditions attached to a solicitation will not be considered unless specifically referred to on a solicitation and may result in disqualification. Any submissions that do not clearly outline all qualifications may be disqualified.

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## **11. INTELLECTUALLY PROPERTY INDEMNIFICATION**

The contractor will indemnify, defend and hold harmless the City of Denton, and its authorized users, against any action or claim brought against the City of Denton, or its authorized users that is based on a claim that software infringes any patent rights, copyright rights or incorporated misappropriated trade secrets. Contractor will pay any damages attributable to such claim that are awarded against the City of Denton or its authorized users, in a judgment or settlement. If the City of Denton or its authorized users' utilization of the software becomes subject to a claim, or is likely to become subject to a claim, in the sole opinion of the City of Denton, or its authorized users, the Contractor shall, at its sole expense:

- (1) procure for City of Denton or its authorized users, the right to continue using such software under the terms of this Contract; or
  - (2) replace or modify the software so that it is non-infringing.
- 

## **12. RIGHTS TO DATA, DOCUMENTS, AND COMPUTER SOFTWARE (GOVERNMENTAL ENTITY OWNERSHIP)**

Any software, research, reports studies, data, photographs, negatives or other documents, drawings or materials prepared by contractor in the performance of its obligations under this contract shall be the exclusive property of the City of Denton and all such materials shall be delivered to the City by the contractor upon completion, termination, or cancellation of this contract. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of contractor's obligations under this contract without the prior written consent of the City; provided, however, that contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

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## **13. PATENT RIGHTS**

The contractor agrees to indemnify and hold harmless the City from any claim involving patent right infringement or copyrights on goods supplied.

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## **14. AWARD**

The City reserves the right to award a contract or contracts to various respondents by line item, section(s), or by entire proposal; whichever is most advantageous, or provides the "best value" to the City, unless denied by the respondent. The City reserves the right to award a contract to a primary vendor, and one or multiple secondary vendors; whichever is most advantageous, or provides the "best value" to the City, unless denied by the respondent. The City reserves the right to consider interlocal cooperative agreements and state/federal contracts



in determining the best value for the City.

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## **15. CONTRACTS**

The successful awarded vendor(s) will be required to sign an original contract. A sample contract is attached.

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## **16. INSURANCE**

The City requires standard insurance for services performed on site. The successful awarded vendor will be required to provide a certificate of insurance as outlined in the contract.

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## **17. CHANGES DURING CONTRACT TERM**

The awarded contractor shall not change specifications during the contract term without prior approval. Any deviation in the specifications or change in the products must be approved in advance by the City of Denton. Notice of a change shall be submitted in writing to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com), with the solicitation number in the subject line, for review. Products/Services found to have changed specifications without notification, and acceptance, will be returned at the supplier's expense. Products that have been installed will be replaced at the contractor's expense.

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## **18. ADDING NEW PRODUCTS OR SERVICES TO THE CONTRACT AFTER AWARD**

Following the Contract award, additional services or products of the same general category that could have been encompassed in the award of this contract, and that are not already on the contract, may be added. A formal written request may be sent to successful Contractor (s) to provide a proposal on the additional services and shall submit proposals to the City of Denton as instructed. All prices are subject to negotiation with a Best and Final Offer ("BAFO"). The City of Denton may accept or reject any or all pricing proposals, and may issue a separate solicitation for the services/products after rejecting some or all of the proposals. The commodities and services covered under this provision shall conform to the statement of work, specifications, and requirements as outlined in the request. Contract changes shall be made in accordance with Local Government Code 252.048

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## **19. SAFETY AND ENVIRONMENTAL HAZARDS**

The City does not warrant or guarantee against the possibility that safety or environmental hazards or potential hazards (including premises and special defects) may exist at the City's facilities. The Contractor shall be responsible for identifying any hazardous conditions and notifying the City of these conditions in writing no later than 30 days after contract award and prior to initiation of service delivery on the property. This will be accomplished by the Contractor conducting an environmental assessment and an occupational health, and safety inspection of the service bay or field service areas by competent, qualified and appropriately licensed practitioners. The costs of these inspections and any subsequent corrective action will be negotiated between the City and the Contractor.

All contractors to the City of Denton are required to ensure absolute safety standards are applied and enforced. The City of Denton will not be responsible for individual contractor safety, and the awarded contractor shall not hold the City of Denton responsible. Known hazards shall immediately be reported and all safety precautions shall be taken to prevent potential safety issues from occurring.

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## **20. CONTRACTOR STANDARDS OF PERFORMANCE**

Monthly Time Standards - Contractors shall fully understand that the City relies on the product or service of the solicitation to provide vital municipal services, and the availability and reliability of the equipment is of the essence. With this in mind, the Contractor shall meet the following performance standards at all times. Labor disputes, strikes, and other events, except those beyond the Contractor's control such as acts of God, shall not relieve the Contractor from meeting these standards. For service category, the Contractor must ensure the given level of service is achieved, within the designated number of working hours.

Contractor shall deliver goods or services within specified delivery times for 95% of all orders.

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## **21. ANTICIPATED PROBLEMS AND PROPOSED SOLUTIONS**

Respondent shall offer written observations, based upon previous experiences in public projects of this magnitude,

addressing any anticipated problems and offer proposed solutions to those problems.

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## 22. ADDITIONAL GENERAL REQUIREMENTS

- A. Prior to commencement of the services, the City and selected individual or business will conduct an initial meeting to review the overall scope, schedule, deliverables and planning process to implement a successful program.
  - B. The awarded Contractor shall provide to the City of Denton, detailed reports of time and services provided to the City on a monthly basis.
  - C. Staff available to assist the selected provider is limited; the proposals submitted should not anticipate extensive staff assistance during equipment repairs or maintenance.
- 

## 23. PAYMENT AND PERFORMANCE REQUIREMENTS

- a. **PAYMENT AND INVOICES:** Payment processing: The City review, inspection, and processing procedures for invoices ordinarily require thirty (30) days after receipt of invoices, materials, or services. Submissions which call for payment before thirty (30) days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the Purchasing Manager, the review, inspection, and processing procedures can be completed as specified. It is the intention of the City of Denton to make payment within thirty days after receipt of valid invoices for which items or services have been received unless unusual circumstances arise. The 30 day processing period for invoices will begin on the date the invoice is received or the date the items or services are received, whichever is later. Direct deposit for payments: Contractors are encouraged to arrange for receiving payments through direct deposit. Information regarding direct deposit payments is available from the City of Denton Purchasing website: [www.dentonpurchasing.com](http://www.dentonpurchasing.com). Invoices shall be sent directly to the City of Denton Accounts Payable Department, 215 E McKinney St, Denton, TX, 76201-4299. A pro-forma invoice shall be sent to the contract administrator as identified in the Notice to Proceed. It is the intention of the City of Denton to make payment on completed orders within thirty days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. Invoices must be fully documented as to labor, materials, and equipment provided, if applicable, and must reference the City of Denton Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.
  - b. **PAYMENT TO PERFORMANCE MILESTONES** Awarded contractor shall prepare and submit invoices after completion of specific project milestones. The invoice shall detail the major milestones accomplished and detailed cost information for project. These milestones shall be submitted to the City of Denton and the City's Project Staff shall review such for completion and accuracy, prior to payment authorization.
  - c. **TAX EXEMPTION** The City of Denton qualifies for sales tax exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act. Any Contractor performing work under this contract for the City of Denton may purchase materials and supplies and rent or lease equipment sales tax free. This is accomplished by issuing exemption certificates to suppliers. Certificates must comply with State Comptroller's ruling #95-0.07 and #95-0.09.
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## 24. SUBMISSION ERRORS

Prices offered shall be used for submission analysis and for agreement pricing. In case of errors in the pricing extension or totals, the unit pricing offered by the respondent will govern.

## 25. RIGHT TO PROTEST

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Any interested party who is aggrieved in connection with a solicitation or award of a contract above the formal threshold may protest to the Procurement Director. Protests based upon alleged improprieties in a solicitation that are apparent before the solicitation due date shall be filed not less than five (5) working days before the solicitation due date. In all other cases, protests shall be filed within five (5) days of notice of intent to award or in the absence of a notice of intent to award, prior to the award date. Filing of a protest must be in accordance with Article 12 of the Procurement Policy Manual found on the City of Denton webpage, Materials Management department page,

**5** **General Provisions - Additional for Goods & Services**

**4**

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**1. PREFERENCES**

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**VENDORS THAT MEET OR EXCEED AIR QUALITY STANDARDS**

1. This section applies only to a contract to be performed, wholly or partly, in a non-attainment area or in an affected county, as those terms are defined by Section 386.001, Health and Safety Code.
2. A governmental agency procuring goods or services may: give preference to goods or services of a vendor that demonstrates that the vendor meets or exceeds any state or federal environmental standards, including voluntary standards, relating to air quality; or require that a vendor demonstrate that the vendor meets or exceeds any state or federal environmental standards, including voluntary standards, relating to air quality. The preference may be given only if the cost to the governmental agency for the goods or services would not exceed 105 percent of the cost of the goods or services provided by a vendor who does not meet the standards.”

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**2. PERFORMANCE LIQUIDATED DAMAGES**

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The Contractor shall incur contractual payment losses, as initiated by the City for performance that falls short of specified performance standards as outlined below:

- Delivery beyond contracted lead times
- Performance below contracted levels (services only)

The Contractor shall be assessed a one (1%) percent fee each month when any one of the performance standards outlined above are not met in full. The Contractor shall be assessed a two (2%) percent profit fee each month when any two (2) or more performance standards outlined above are not met in full. At the end of each month, the City will review the monthly reports and determine the percentage of penalty to be assessed to the Contractor’s monthly profit margin.

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**3. WARRANTIES**

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The contractor shall provide a warranty that is standard in the industry. Repair or Maintenance of fleet not performed to industry standards shall be accomplished at the contractor’s expense, at the option of the City.

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**4. QUANTITIES**

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The quantities indicated on the Pricing Sheet are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the prices. Individual purchase orders will be issued on an as needed basis.

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**5. SAMPLES**

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Respondents must make samples available upon request by the City of Denton prior to award with no costs to the City.

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**6. AUTHORIZED DISTRIBUTOR**

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The respondent shall be the manufacturer or authorized distributor of the proposed products. The distributor shall be authorized to sell to the City of Denton, and make available the manufacturer’s representative as needed by the City.

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**7. SUBSTITUTIONS**

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Substitutions are not permitted without the written approval of The City of Denton Purchasing Department. If specific manufacturers,

brands or part numbers are listed in the exhibits, the City will not accept substitutes. If the manufacturer part numbers provided has been updated, but do not change the material functionality, please note the change in bid exceptions.

## 8. SHIPPING, DELIVERY, AND PACKAGING

**Identification of Shipments:** In addition to the complete destination address, each delivery must be clearly marked with the purchase order number. Each shipment must be accompanied by a packing slip.

**Packaging and Labeling:** All items shipped must be properly labeled, with weather resistant labeling, showing the brand name, package quantity, lot number (if applicable) and any other necessary identifying information.

**Special Delivery Requirements:** City Department representatives may have specific, internal delivery rules and policies. These will be provided on each purchase order issued. The contractor(s) will be required to adhere to those requirements.

**Hours of Delivery:** Delivery shall be made during the hours of 8:00 am to 3:00 pm (CST) unless prior approval for after-hours delivery has been obtained from the City. In the event of any approval by the City for after-hours delivery, Contractor may not invoice any additional charges for that delivery. Contractor is encouraged to obtain City's hours of operation at time of order.

**Delivery Schedule:** Respondent's shall furnish, in the space indicated on the price sheet, a delivery schedule for each line item as to time required for delivery after receipt of order (ARO) under normal conditions. Delivery Days means calendar days, unless otherwise specified. Failure to state delivery time may disqualify Respondent. The City of Denton, at its sole option, may choose to negotiate delivery times.

**Delivery Delays:** If delay is foreseen, Contractor shall give written notice to the City and must keep City advised at all times of the status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the City to purchase goods and services of this solicitation elsewhere and charge any increased costs for the goods and services, including the cost of re-soliciting, to the Contractor. Failure to pay a damage assessment is cause for contract cancellation and/or removal of the contractor from the City's authorized list of suppliers.

**Compliant Products:** Providing products or materials which do not meet all specification requirements does not constitute delivery. Delivery does not occur until the contractor delivers products or materials in full compliance with the specifications to City's F.O.B. destination, unless delivery is specifically accepted, in whole or in part, by the Customer. City reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made.

**Restocking Fee:** The City may request that a contractor accept return of merchandise already delivered or that a contractor cancel an order prior to delivery. If the return is required through no fault of the contractor, the contractor may request a reasonable restocking charge. The Customer may pay a restocking charge if the City determines that the charge is justifiable. As a guideline, such charges shall not exceed 10%. There shall be no fees charged for cancellation of an order prior to shipment by the Contractor.

5  
5

### Bid Acceptance

I have read and understand the Terms and Conditions, Specifications, and Insurance requirements, contained herein, and further agree to abide and accept said Terms, Conditions and Specifications.

Yes

5  
6

### Bid Acceptance Exceptions

If you answered yes - with exceptions to the above question please list the exceptions.  
(Additional exceptions will not be allowed during the negotiation process)

No response

5  
7

### Additional Agreement

Any additional agreement that the supplier wishes to have considered as part of the resulting contract shall be attached and submitted with the response to this solicitation. Any agreement that is submitted after the closing date of the solicitation shall not be considered. Please note that agreements in direct conflict with the terms and conditions of this solicitation may result in rejection of your response to the solicitation.

Acknowledged (Acknowledged)

**Acknowledgement**

The undersigned agrees this submission becomes the property of the City of Denton after the official opening.

The undersigned affirms he has familiarized himself with the specification, drawings, exhibits and other documents; the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of materials and equipment; and all other matters that will be required for the work before submitting a response.

The undersigned agrees, if this submission is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specification. The period for acceptance of this submission will be 120 calendar days unless a different period is noted.

The undersigned affirms that they are duly authorized to execute this contract, that this submission has not been prepared in collusion with any other respondent, nor any employee of the City of Denton, and that the contents of this submission have not been communicated to any other respondent or to any employee of the City of Denton prior to the acceptance of this submission.

Respondent hereby assigns to the City any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications, all exhibits and attachments contained in this solicitation package.

The undersigned agrees that the solicitation package posted on the website are the official specifications and shall not alter the electronic copy of the specifications and/or pricing sheet, without clearly identifying changes.

The undersigned understands they will be responsible for monitoring the City of Denton Purchasing Website at: <https://www.cityofdenton.com/en-us/business/solicitations-contracting> to ensure they have downloaded all addendum(s).

I certify that I have made no willful misrepresentations in this submission, nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this submission will be investigated, with my full permission, and that any misrepresentations or omissions may cause my submission to be rejected.

Acknowledge (Acknowledge)

**5** Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. **Contractor will be required to furnish an original Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.**

The contractor shall:

1. Log onto the State Ethics Commission Website at : [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Sign the Form 1295
6. Email the form to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) with the contract number in the subject line. (EX: Contract 1234 - Form 1295)
7. The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Acknowledge (Acknowledge)

**Bid Lines**

**1** Emergency Response  
*(Line excluded from response total)*

**2** Annual Preventative Maintenance for the entire City of Denton's outdoor warning siren system. (includes 22 sirens, 3 Activation Control Points with Encoders and Radios)

Quantity:   1   UOM:   EA   Price:  Total:

Supplier Notes:

**3** Annual Preventative Maintenance Cost per each additional Outdoor Warning Siren site if added by the City of Denton.

Quantity:   1   UOM:   EA   Price:  Total:

Supplier Notes:

**4** Scheduled Repairs  
*(Line excluded from response total)*

**5** Minimum site visit charge

Quantity:   1   UOM:   EA   Price:  Total:

Supplier Notes:

<b>6</b>	Technician labor with a regular bucket truck *  * The expectation of the City of Denton is that all crews while working on a siren operate out of a bucket truck and not a ladder for safety reasons.
Quantity: <u>  1  </u> UOM: <u>  HR  </u> Price: <input type="text" value="\$95.00"/> Total: <input type="text" value="\$95.00"/>	
Supplier Notes: <input type="text" value="We own and operate a fleet of bucket trucks ranging from 32ft to 95ft."/>	

<b>7</b>	Technician labor with a large bucket truck **  ** Large Bucket Truck MUST be capable of safely servicing the siren head on top of any pole in the City of Denton or it will be considered a regular bucket truck. It must also be rated and capable of removing any siren head in the City of Denton from the top of a pole to ground level.
Quantity: <u>  1  </u> UOM: <u>  HR  </u> Price: <input type="text" value="\$145.00"/> Total: <input type="text" value="\$145.00"/>	
Supplier Notes: <input type="text" value="We own and operate a fleet of bucket trucks ranging from 32ft to 95ft. Our large bucket trucks are capable of servicing, removing, and installing siren heads."/>	

<b>8</b>	Any parts required will be charged at cost plus _____%
Quantity: <u>  1  </u> UOM: <u>  PERCENTAGE  </u> Price: <input type="text" value="\$20.00"/> Total: <input type="text" value="\$20.00"/>	

<b>9</b>	System Training <i>(Line excluded from response total)</i>
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<b>10</b>	Hourly Rate
Quantity: <u>  1  </u> UOM: <u>  HR  </u> Price: <input type="text" value="\$0.00"/> Total: <input type="text" value="\$0.00"/>	
Supplier Notes: <input type="text" value="We do not charge for onsite training."/>	

<b>11</b>	Remote System Monitoring for troubleshooting per month
Quantity: <u>  1  </u> UOM: <u>  MONTH  </u> Price: <input type="text" value="\$0.00"/> Total: <input type="text" value="\$0.00"/>	
Supplier Notes: <input type="text" value="We do not charge to remotely monitor system."/>	

<b>12</b>	Miscellaneous <i>(Line excluded from response total)</i>
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<b>13</b>	Total Cost of a Communication Battery for individual replacement
Quantity: <u>  1  </u> UOM: <u>  EA  </u> Price: <input type="text" value="\$55.00"/> Total: <input type="text" value="\$55.00"/>	

<b>14</b>	Total Cost to replace all the Siren Batteries in One (1) Siren
Quantity: <u>  1  </u> UOM: <u>  EA  </u> Price: <input type="text" value="\$500.00"/> Total: <input type="text" value="\$500.00"/>	

1 5	Battery price if only 1 battery is showing low voltage in a siren. Quantity: <u>  1  </u> UOM: <u>EA</u> Price: <input type="text" value="\$125.00"/> Total: <input type="text" value="\$125.00"/> Supplier Notes: <input type="text" value="Batteries provided by Goddard have a 1 year warranty. Any battery reporting low voltage within the first year will be warrantied at no cost to the city. (Labor and service rates still apply)"/>
1 6	AC Delco M24MF Battery Quantity: <u>  1  </u> UOM: <u>EA</u> Price: <input type="text" value="\$125.00"/> Total: <input type="text" value="\$125.00"/>
1 7	Alternative battery being considered (AGM MK8A24DT) Quantity: <u>  1  </u> UOM: <u>EA</u> Price: <input type="text" value="\$217.25"/> Total: <input type="text" value="\$217.25"/>
1 8	Estimated yearly expenditure for parts percentage discount off Mfg. list price Total: <input type="text" value="10%"/>
1 9	Total estimated turn-key cost to convert 1 siren from AC to Solar with DC back-Up. Cost Breakdown: Quantity: <u>  1  </u> UOM: <u>EA</u> Price: <input type="text" value="\$2,250.00"/> Total: <input type="text" value="\$2,250.00"/>
2 0	Solar Panel Quantity: <u>  1  </u> UOM: <u>EA</u> Price: <input type="text" value="\$365.00"/> Total: <input type="text" value="\$365.00"/> Supplier Notes: <input type="text" value="(Note: Two Solar panels are required for 48VDC siren) 190 Watt 24VDC Solar Panel - Custom Panel for Goddard Solar Kit"/>
2 1	Misc Parts Quantity: <u>  1  </u> UOM: <u>EA</u> Price: <input type="text" value="\$630.00"/> Total: <input type="text" value="\$630.00"/> Supplier Notes: <input type="text" value="Misc Parts for Solar: 12/24/48VDC Regulator and Custom side of pole mounting kit"/>
2 2	Hourly charge based on the # of hours on site Quantity: <u>  1  </u> UOM: <u>EA</u> Price: <input type="text" value="\$95.00"/> Total: <input type="text" value="\$95.00"/> Supplier Notes: <input type="text" value="Note: Hourly rate is not charged when using the turnkey solar line item. Otherwise our standard 95/Hour rate will be charged."/>
2 3	Any additional miscellaneous items not listed above including but not limited to: Software, Hardware, Equipment, Labor, Encryption of Siren Communications. Cost plus plus percentage mark-up Quantity: <u>  1  </u> UOM: <u>Percentage</u> Price: <input type="text" value="\$20.00"/> Total: <input type="text" value="\$20.00"/>

**Response Total: \$24,112.25**



Exhibit F

Line	Description	UOM	QTY	
1	Emergency Response	EA		
2	Annual Preventative Maintenance for the entire City of Denton's outdoor warning siren system. (includes 22 sirens, 3 Activation Control Points with Encoders and Radios)(Includes both cabinet and siren head maintenance.)	EA	1	\$16,750.00
3	Annual Preventative Maintenance Cost per each additional Outdoor Warning Siren site if added by the City of Denton.(Includes both cabinet and siren head maintenance.)	EA	1	\$600.00
4	Scheduled Repairs	EA		
5	Minimum site visit charge (This cost is per day. Example: If work exceeds one working day, the minimum site visit is charged for each day our crews are onsite. This only applies to scheduled repairs, not annual maintenance.)	EA	1	\$120.00
6	Technician labor with a regular bucket truck * * The expectation of the City of Denton is that all crews while working on a siren operate out of a bucket truck and not a ladder for safety reasons.	HR	1	\$95.00
7	Technician labor with a large bucket truck ** ** Large Bucket Truck MUST be capable of safely servicing the siren head on top of any pole in the City of Denton or it will be considered a regular bucket truck. It must also be rated and capable of removing any siren head in the City of Denton from the top of a pole to ground level.	HR	1	\$145.00
8	Any parts required will be charged at cost plus _____%	PERCENTAGE	1	20%
9	System Training	EA		
10	Hourly Rate	HR	1	No Charge
11	Remote System Monitoring for troubleshooting per month	MONTH	1	No Charge
12	Miscellaneous	EA		
13	Total Cost of a Communication Battery for individual replacement	EA	1	\$55.00
14	Total Cost to replace all the Siren Batteries in One (1) Siren	EA	1	\$500.00
15	Battery price if only 1 battery is showing low voltage in a siren. (Batteries provided by Goddard have a 1 year warranty. Any battery reporting low voltage within the first year will be warrantied at no cost to the city. (Labor and service rates still apply))	EA	1	\$125.00
16	AC Delco M24MF Battery	EA	1	\$125.00
17	Alternative battery being considered (AGM MK8A24DT)	EA	1	\$217.25
18	Estimated yearly expenditure for parts percentage discount off Mfg. list price	EA		10%
19	Total estimated turn-key cost to convert 1 siren from AC to Solar with DC back-Up. Cost Breakdown:	EA	1	\$2,250.00
20	Solar Panel ((Note: Two Solar panels are required for 48VDC siren)190 Watt 24VDC Solar Panel - Custom Panel for Goddard Solar Kit))	EA	1	\$365.00
21	Misc Parts (Misc Parts for Solar: 12/24/48VDC Regulator and Custom side of pole mounting kit)	EA	1	\$630.00
22	Hourly charge based on the # of hours on site (Note: Hourly rate is not charged when using the turnkey solar line item. Otherwise our standard 95/Hour rate will be charged.)	EA	1	\$95.00
23	Any additional miscellaneous items not listed above including but not limited to: Software, Hardware, Equipment, Labor, Encryption of Siren Communications. Cost plus plus percentage mark-up	Percentage	1	20%
			<b>Total</b>	<b>\$22,112.25</b>

**TEXAS SECRETARY of STATE**  
**JOSE A. ESPARZA**

**BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY**

<b>Filing Number:</b>	803264927	<b>Entity Type:</b>	Foreign Limited Liability Company (LLC)
<b>Original Date of Filing:</b>	March 15, 2019	<b>Entity Status:</b>	In existence
<b>Formation Date:</b>	N/A		
<b>Tax ID:</b>	32070069177	<b>FEIN:</b>	814377312
<b>Name:</b>	Joe Goddard Enterprises LLC		
<b>Address:</b>	11950 Thousand Oaks Dr Edmond, OK 73034 USA		
<b>Fictitious Name:</b>	Joe Goddard Enterprises LLC		
<b>Jurisdiction:</b>	OK, USA		
<b>Foreign Formation Date:</b>	January 1, 2017		

<a href="#">REGISTERED AGENT</a>	<a href="#">FILING HISTORY</a>	<a href="#">NAMES</a>	<a href="#">MANAGEMENT</a>	<a href="#">ASSUMED NAMES</a>	<a href="#">ASSOCIATED ENTITIES</a>
<b>Name</b>		<b>Address</b>			<b>Inactive Date</b>
Town of Addison		5300 Belt Line Rd Dallas, TX 75254 USA			



Instructions:

- To place an order for additional information about a filing press the 'Order' button.