

ORDINANCE NO 20-1306

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH MUSTANG APPAREL, INC. DBA INCENTIVE BRANDS, FOR WORKWEAR FOR VARIOUS DEPARTMENTS FOR THE WAREHOUSE; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 7315 – AWARDED TO MUSTANG APPAREL, INC. DBA INCENTIVE BRANDS, IN THE FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF \$1,450,000).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for workwear for various departments for the Warehouse; and

WHEREAS, the City Manager, or a designated employee, has received and 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>
7315	Mustang Apparel, Inc. dba Incentive Brands	\$1,450,000

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 and of the submitted proposals wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or his designated representative, is hereby authorized to execute the written contract; 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 his designee.

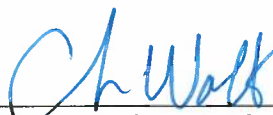
SECTION 5. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

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

The motion to approve this ordinance was made by John Ryan and seconded by Deb Armintor, the ordinance was passed and approved by the following vote [7 - 0]:

	Aye	Nay	Abstain	Absent
Mayor Chris Watts:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Gerard Hudspeth, District 1:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Keely G. Briggs, District 2:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Jesse Davis, District 3:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
John Ryan, 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 28th day of July, 2020.

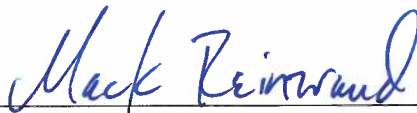

CHRIS WATTS, MAYOR

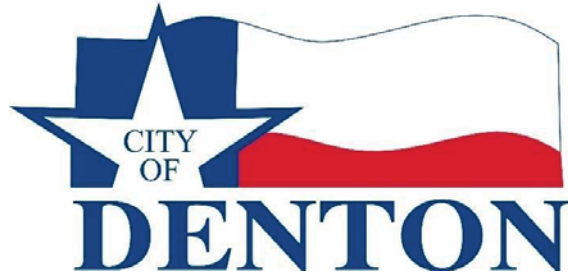
ATTEST:
ROSA RIOS, CITY SECRETARY

BY: 



APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

BY: 



Docusign City Council Transmittal Coversheet

RFP	7315
File Name	Supply of workwear
Purchasing Contact	Laura Hermosillo
City Council Target Date	July 28, 2020
Piggy Back Option	Yes
Contract Expiration	July 28, 2025
Ordinance	20-1306

**CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND MUSTANG APPAREL, INC. dba INCENTIVE
BRANDS
(Contract #7315)**

THIS CONTRACT is made and entered into this date 07/28/2020, by and between Mustang Apparel, Inc. dba Incentive Brands a Texas Corporation whose address is 610 Coit Rd., Plano, TX 75075, hereinafter referred to as "Supplier," 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

Supplier shall provide products in accordance with the City's RFP # 7315 – Supply of Workwear, 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, or on file, and incorporated herein by reference:

- (a) Special Terms and Conditions **(Exhibit "A")**;
- (b) City of Denton's RFP 7315 – Supply of Workwear **(Exhibit "B" on file at the office of the Purchasing Agent)**;
- (c) City of Denton Standard Terms and Conditions **(Exhibit "C")**;
- (d) Certificate of Interested Parties Electronic Filing **(Exhibit "D")**;
- (e) Supplier's Proposal. **(Exhibit "E")**;
- (f) Form CIQ – Conflict of Interest Questionnaire **(Exhibit "F")**

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

Supplier 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, Supplier certifies that Supplier's signature provides written verification to the City that Supplier: (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

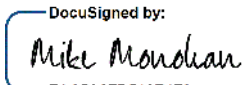
Section 2252 of the Texas Government Code restricts CITY from contracting with companies that do
Contract 7315

business with Iran, Sudan, or a foreign terrorist organization. *By signing this agreement, Supplier certifies that Supplier’s signature provides written verification to the City that Supplier, 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.

SUPPLIER

BY: 
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AUTHORIZED SIGNATURE

Printed Name: Mike Monohan

Title: VP of Sales

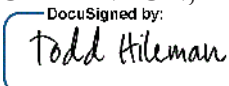
972 740-0193

PHONE NUMBER
mike@incentivebrands.com

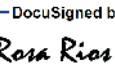
EMAIL ADDRESS
2020-635874

TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

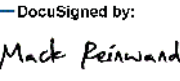
CITY OF DENTON, TEXAS

BY: 
E776C711BA0D454...
TODD HILEMAN
CITY MANAGER

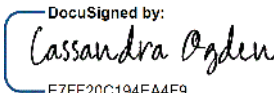
ATTEST:
ROSA RIOS, CITY SECRETARY

BY: 
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APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

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

 Cassandra Ogden
E7FF20C194EA4F9...
SIGNATURE PRINTED NAME

Director of Procurement and Compliance

TITLE

Procurement & Compliance

DEPARTMENT

Exhibit A

Special Terms and Conditions

1. The Quantities

The quantities indicated on Exhibit E 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.

2. Product Changes During Contract Term

The supplier shall not change specifications during the contract term without prior approval. Any deviation in the specifications or change in the product must be approved in advance by the City of Denton. Notice of a change shall be submitted in writing to purchasing@cityofdenton.com, with the above file number in the subject line, for review. Products 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 supplier's expense.

3. Authorized Distributor

The supplier 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.

4. Contract Terms

The contract term will be five (5) years, effective from date of award or notice to proceed as determined by the City of Denton Purchasing Department. 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 noting the solicitation number.

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

6. Total Contract Amount

The contract total shall not exceed \$1,450,000. Pricing shall be per Exhibit E attached.

7. Delivery Lead Time

Product or services shall be delivered to the City per the days/weeks noted in Exhibit E after receipt of the order.

8. 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 B
City of Denton's RFP 7315 – Supply of Workwear
(On file at the office of the Purchasing Agent)

Exhibit C
City of Denton
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, 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 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

Contract 7315

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 Contract 7315

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 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
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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 Contract 7315

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

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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 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 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 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)
MLK Day
Memorial Day
4th of July
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)
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

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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 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.

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 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

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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 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
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
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 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 E

				Mustang Apparel dba Incentive Brands				
Line #	Description	QTY	UOM	Unit	Extended	Proposed Mnf. Part #:	Delivery ARO (BD)	Notes
1	Unit price must include shipping cost, and embroidery/screen printing cost.							
2	SECTION A: PANTS Only same brand alternates will be considered							
3	Carpenter Jeans (W:30-44) Any lengthDICKIES LU200 ONLY	200	EA	\$18.70	\$3,740.00	Dickies LU200	10	
4	Carpenter Jeans (W:46-60) Any lengthDICKIES LU200 ONLY	20	EA	\$20.60	\$412.00	Dickies LU200	10	
5	Cargo Pant (W:28-42) Any lengthDICKIES #2112372 ONLY, ANY COLOR	75	EA	\$25.40	\$1,905.00	Dickies 2112372	10	
6	Cargo Pant (W:44-60) Any lengthDICKIES #2112372 ONLY, ANY COLOR	50	EA	\$27.95	\$1,397.50	Dickies 2112372	10	
7	Discount off List Price for Special Order / like items in this category not mentioned above (male and female pants and jeans-no brand or style restrictions).			20.0%				
8	SECTION B- JACKETS AND COATS, EMBROIDERED LEFT CHEST WITH DME OR COD LOGO Only same brand alternates will be considered							
9	JACKET, SIERRA SANDSTONE W/HOOD, REGULARCARHARTT ONLY, SHERPA LINED, ALL COLORS AND STYLES, J141 OR EQUIVALENT	10	EA	\$99.50	\$995.00	Carhartt J141	14	
10	JACKET, SIERRA SANDSTONE W/HOOD, BIG & TALLCARHARTT ONLY, SHERPA LINED, ANY COLOR, J141 OR EQUIVALENT	10	EA	\$107.00	\$1,070.00	Carhartt J141	14	
11	JACKET, SANDSTONE WITH HOOD , REGULAR CARHARTT ONLY, DUCK ACTIVE, QUILT LINED, ANY COLOR, J130 OR EQUIVALENT	80	EA	\$88.50	\$7,080.00	Carhartt J130	14	
12	JACKET, SANDSTONE WITH HOOD , BIG & TALLCARHARTT ONLY, DUCK ACTIVE, QUILT LINED, ANY COLOR, J130 OR EQUIVALENT	20	EA	\$96.50	\$1,930.00	Carhartt J130	14	
13	JACKET, SANDSTONE BROWN, REGULARCARHARTT ONLY, DUCK, QUILT LINED, ANY COLOR, J002 OR EQUIVALENT	10	EA	\$19.75	\$197.50	Carhartt J002	14	
14	JACKET, SANDSTONE BROWN, BIG & TALLCARHARTT ONLY, DUCK, QUILT LINED, ANY COLOR, J002 OR EQUIVALENT	10	EA	\$19.75	\$197.50	Carhartt J002	14	Goes to 2XL
15	JACKET, DUCK HOODED BROWN, REGULARCORNERSTONE J763H	30	EA	\$43.00	\$1,290.00	Cornerstone J763H	6	
16	JACKET, DUCK HOODED BROWN, BIG & TALLCORNERSTONE J763H	30	EA	\$47.75	\$1,432.50	Cornerstone J763H	6	
17	JACKET, WINDSHIRT V-NECK, REGULARPORT AUTHORITY #JST72 OR EQUIVALENT, ANY COLOR	25	EA	\$14.75	\$368.75	Port Authority JST72	6	
18	JACKET, WINDSHIRT V-NECK, BIG & TALLPORT AUTHORITY #JST72 OR EQUIVALENT, ANY COLOR	5	EA	\$19.50	\$97.50	Port Authority JST72	6	
19	JACKET, WINDBREAKER, REGULARPORT AUTHORITY ZEPHYR 1/2 ZIP PULLOVER, ANY COLOR	15	EA	\$12.40	\$186.00	Port Authority J343	6	
20	JACKET, WINDBREAKER, BIG & TALLPORT AUTHORITY ZEPHYR 1/2 ZIP PULLOVER, ANY COLOR	3	EA	\$15.30	\$45.90	Port Authority J343	6	
21	COAT, Full Swing Chore Coat, REGULARCARHARTT ONLY	10	EA	\$73.85	\$738.50	Carhartt 102707	14	
22	COAT, Full Swing Chore Coat, BIG & TALLCARHARTT ONLY	3	EA	\$81.00	\$243.00	Carhartt 102707	14	
23	COAT, Sandstone Traditional Coat / Arctic Quilt Lined, REGULARCARHARTT ONLY	10	EA	\$123.00	\$1,230.00	Carhartt C26	14	
24	COAT, Sandstone Traditional Coat / Arctic Quilt Lined, BIG AND TALLCARHARTT ONLY	3	EA	\$134.50	\$403.50	Carhartt C26	14	
25	COAT, Duck Quilt-Lined Active , REGULARCARHARTT ONLY	250	EA	\$88.50	\$22,125.00	Carhartt 104050	14	
26	COAT, Duck Quilt-Lined Active , BIG AND TALL	30	EA	\$96.50	\$2,895.00	Carhartt 104050	14	

				Mustang Apparel dba Incentive Brands				
Line #	Description	QTY	UOM	Unit	Extended	Proposed Mnf. Part #:	Delivery ARO (BD)	Notes
27	Discount off List Price for Special Order / like Items in this category not mentioned above (male and female coats and jackets -no brand or style restrictions).	1		15.0%				
28	SECTION C- FLEECE JACKETS, EMBROIDERED LEFT CHEST WITH DME OR COD LOGO Only same brand alternates will be considered							
29	JACKET, FLEECE HOODIE S-2XLDICKIES TW382 OR EQUIVALENT, ANY COLOR	250	EA	\$38.70	\$9,675.00	Dickies TW382	12	
30	JACKET, FLEECE HOODIE 3XL-5XL, LT--4XLT DICKIES TW388 OR EQUIVALENT, ANY COLOR	75	EA	\$42.30	\$3,172.50	Dickies TW388	12	This item is the Big size version of the TW382.
31	JACKET, FLEECE HOODIE S-2XLCORNERSTONE CS620 OR EQUIVALENT, ANY COLOR	30	EA	\$34.30	\$1,029.00	Cornerstone CS620	6	
32	JACKET, FLEECE HOODIE 3XL-5XL, LT--4XLT CORNERSTONE CS620 OR EQUIVALENT, ANY COLOR	5	EA	\$38.80	\$194.00	Cornerstone CS620	6	
33	JACKET, FLEECE HOODIE S-2XLHI-VISIBILITY THERMAL LINED HOODIE BEHVF02	25	EA	\$48.00	\$1,200.00	Berne BEHVF021	14	
34	JACKET, FLEECE HOODIE 3XL-5XL, LT--4XLTHI-VISIBILITY THERMAL LINED HOODIE BEHVF02	5	EA	\$52.50	\$262.50	Berne BEHVF021	14	
35	Discount off List Price for Special Order / like Items in this category not mentioned above (male and female fleece jackets and coats-no brand or style restrictions).	1		15.0%				
36	SECTION D- TOPS, EMBROIDERED LEFT CHEST WITH DME OR COD LOGO Only same brand alternates will be considered							
37	SHIRT, POLO GOLF DRI-FIT, REGULARNIKE MEN #363807 ONLY, ANY COLOR	20	EA	\$25.30	\$506.00	Nike 363807	6	
38	SHIRT, POLO GOLF DRI-FIT, BIG & TALLNIKE MEN #363807 ONLY, ANY COLOR	20	EA	\$28.25	\$565.00	Nike 363807	6	
39	SHIRT, POLO GOLF TECH SPRT, REGULARNIKE MEN #266998 ONLY, ANY COLOR	20	EA	\$25.30	\$506.00	Nike 266998	6	
40	SHIRT, POLO GOLF TECH SPRT, BIG & TALLNIKE MEN #266998 ONLY, ANY COLOR	20	EA	\$28.25	\$565.00	Nike 266998	6	
41	SHIRT, POLO JERSEY KNIT, REGULARPORT & CO #KP55 ONLY, ANY COLOR	20	EA	\$7.20	\$144.00	Port & Co Kp55	6	
42	SHIRT, POLO JERSEY KNIT, BIG & TALLPORT & CO #KP55 ONLY, ANY COLOR	20	EA	\$11.45	\$229.00	Port & Co KP55	6	
43	SHIRT, POLO JERSEY W/ POCKET, REGULARPORT&CO #KP55P ONLY, ANY COLOR	20	EA	\$8.80	\$176.00	Port & Co KP55P	6	
44	SHIRT, POLO JERSEY W/ POCKET, BIG & TALLPORT&CO #KP55P ONLY, ANY COLOR	20	EA	\$12.40	\$248.00	Port & Co KP55P	6	
45	SHIRT, POLO SILK W/POCKET, REGULARPORT AUTHORITY # K500P ONLY, ANY COLOR	20	EA	\$12.35	\$247.00	Port Authority K500P	6	
46	SHIRT, POLO SILK W/POCKET, BIG & TALLPORT AUTHORITY # K500P ONLY, ANY COLOR	20	EA	\$17.15	\$343.00	Port Authority K500p	6	
47	SHIRT, SPORT POLO W/ POCKET, REGULARGILDAN #8900 ONLY, ANY COLOR	20	EA	\$9.90	\$198.00	Gildan 8900	6	
48	SHIRT, SPORT POLO W/POCKET, BIG & TALLGILDAN #8900 ONLY, ANY COLOR	20	EA	\$13.40	\$268.00	Gildan 8900	6	
49	SHIRT, WORK, SHORT SLEEVE, REGULARRED KAP SP24 ONLY, ANY COLOR,	50	EA	\$12.95	\$647.50	Red Kap SP24	6	
50	SHIRT, WORK, SHORT SLEEVE, BIG & TALLRED KAP SP24 ONLY, ANY COLOR	50	EA	\$15.30	\$765.00	Red Kap SP24	6	
51	SHIRT, WORK, LONG SLEEVE, REGULARRED KAP SP14 ONLY, ANY COLOR	50	EA	\$14.75	\$737.50	Red Kap SP14	6	
52	SHIRT, WORK, LONG SLEEVE, BIG & TALLRED KAP SP14 ONLY, ANY COLOR	50	EA	\$17.10	\$855.00	Red Kap SP14	6	
53	SHIRT, POLO SHORT SLEEVE, REGULARCALIBER OG101 ONLY, ANY COLOR	60	EA	\$20.60	\$1,236.00	Ogio Caliber OG101	6	
54	SHIRT, POLO SHORT SLEEVE, BIG AND TALLCALIBER OG101 ONLY, ANY COLOR	20	EA	\$23.65	\$473.00	Ogio Caliber OG101	6	

				Mustang Apparel dba Incentive Brands				
Line #	Description	QTY	UOM	Unit	Extended	Proposed Mnf. Part #:	Delivery ARO (BD)	Notes
55	SHIRT, POLO, REGULARDEVON & JONES DRYTEC C20 ONLY, ANY COLOR	15	EA	\$18.25	\$273.75	Devon & Jones C20	8	
56	SHIRT, POLO, BIG AND TALLDEVON & JONES DRYTEC C20 ONLY, ANY COLOR	15	EA	\$23.00	\$345.00	Devon & Jones C20	8	
57	Discount off List Price for Special Order / like Items in this category not mentioned above (male and female polo shirts-no brand or style restrictions).	1		30.0%				
58	SECTION E- TOPS, SCREEN PRINT LEFT CHEST WITH DME OR COD LOGO Only same brand alternates will be considered							
59	T-SHIRT, SHORT SLEEVE, W/ POCKET, REGULARHANES BEEFY-T H-5190, ANY COLOR, SIZES S-2XL	200	EA	\$7.50	\$1,500.00	Hanes H-5190	5	
60	T-SHIRT, SHORT SLEEVE, W/POCKET, BIG & TALLHANES BEEFY-T H-5190, ANY COLOR, SIZES 3X+	150	EA	\$10.60	\$1,590.00	Hanes H-5190	5	
61	T-SHIRT, LONG SLEEVE, W/ POCKET, REGULARHANES TAGLESS H5596, ANY COLOR, SIZES S-2XL	200	EA	\$8.65	\$1,730.00	Hanes H-5596	5	
62	T-SHIRT, LONG SLEEVE, W/POCKET, BIG & TALLHANES TAGLESS H5596, ANY COLOR, SIZES 3X+	150	EA	\$11.95	\$1,792.50	Hanes H-5596	5	
63	T-SHIRT, SHORT SLEEVE, REGULARJERZEES 29MP/29MPXLT, ANY COLOR, SIZES S-2XL	150	EA	\$6.25	\$937.50	Jerzees 29MP	5	
64	T-SHIRT, SHORT SLEEVE, BIG & TALLJERZEES 29MP/29MPXLT, ANY COLOR, SIZES 3XL+ and Tall	30	EA	\$9.65	\$289.50	Jerzees 29MP	5	
65	T-SHIRT, SHORT SLEEVE, REGULARJERZEES 29MTXR, ANY COLOR, SIZES S-2XL	15	EA	\$6.95	\$104.25	Jerzees 29mtxr	5	
66	T-SHIRT, SHORT SLEEVE, BIG & TALLJERZEES 29MTXR, ANY COLOR, SIZES 3XL+ and Tall	15	EA	\$7.85	\$117.75	Jerzees 29mtxr	5	
67	T-SHIRT, SHORT SLEEVE, REGULARST380, ANY COLOR, SIZES S-2XL	150	EA	\$8.15	\$1,222.50	Sport Tek ST380	5	
68	T-SHIRT, SHORT SLEEVE, BIG & TALLST380, ANY COLOR, SIZES 3XL+ and Tall	75	EA	\$11.30	\$847.50	Sport Tek ST380	5	
69	T-SHIRT, LONG SLEEVE, REGULARJERZEES 29LS, ANY COLOR, SIZES S-2XL	50	EA	\$5.25	\$262.50	jerzees 29LS	5	
70	T-SHIRT, LONG SLEEVE, BIG & TALLJERZEES 29LS, ANY COLOR, SIZES 3XL+ and Tall	25	EA	\$7.65	\$191.25	Jerzees 29LS	5	
71	T-SHIRT, LONG SLEEVE, W/ POCKET, REGULARPORT & CO PC61LSP/PC61LSPT, ANY COLOR, SIZES S-2X & LT-2XLT	200	EA	\$8.95	\$1,790.00	Port & Co PC61LSP/PC61LSPT	5	
72	T-SHIRT, LONG SLEEVE, W/POCKET, BIG & TALLPORT & CO PC61LSP/PC61LSPT, ANY COLOR, SIZES 3X-4X & 3XLT-4XLT	150	EA	\$12.30	\$1,845.00	Port & Co PC61LSP/PC61LSPT	5	
73	T-SHIRT, LONG SLEEVE, REGULARPOSICHARGE COMPETITOR STST350LS, ANY COLOR, SIZES S-2XL	40	EA	\$6.90	\$276.00	Sport Tek ST350LS	5	
74	T-SHIRT, LONG SLEEVE, BIG & TALLPOSICHARGE COMPETITOR STST350LS, ANY COLOR, SIZES 3XL+ and Tall	20	EA	\$9.95	\$199.00	Sport Tek St350LS	5	
75	Discount off List Price for Special Order / like Items in this category not mentioned above (male and female t-shirts-no brand or style restriction).	1		30.0%				
76	SECTION F- TOPS: SCREEN PRINT ON BACK WITH LARGE DME LOGO Only same brand alternates will be considered							
77	T-SHIRT, SHORT SLEEVE DME, REGULAR SAFETY GREEN & LIME, W/POCKET, HANES BEEFY T ONLY, SIZES S-3X	700	EA	\$7.50	\$5,250.00	Hanes Beefy T	5	
78	T-SHIRT SHORT SLEEVE DME, BIG & TALLSAFETY GREEN & LIME, W/POCKET, PC61PT & PC55PT ONLY, SIZES LT-4XLT	300	EA	\$7.95	\$2,385.00	Port & Co PC55PT/Pc61pt	5	

				Mustang Apparel dba Incentive Brands				
Line #	Description	QTY	UOM	Unit	Extended	Proposed Mnf. Part #:	Delivery ARO (BD)	Notes
79	T-SHIRT, LONG SLEEVE, DME, REGULARSAFETY GREEN & LIME, W/POCKET, PC61LSP/PC61LSPT & PC55LS/PC55LST, SIZES S-2X & LT-2XLT	500	EA	\$8.50	\$4,250.00	Port & Co PC61LSP/PC61LSPT & PC55LS/PC55LST	5	
80	T-SHIRT, LONG SLEEVE DME, BIG & TALLSAFETY GREEN & LIME, W/POCKET, PC61LSP/PC61LSPT & PC55LS/PC55LST, SIZES 3X-4X & 3XLT-4XLT	250	EA	\$11.40	\$2,850.00	Port & Co PC61LSP/PC61LSPT & PC55LS/PC55LST	5	
81	Discount off List Price for Special Order / like Items in this category not mentioned above (t-shirts-DME back logo-no brand or style restriction).	1		15.0%				
82	SECTION G - OVEARALLS -ONLY ORDERED FOR NEW EMPLOYEES OR REPLACEMENTS Only same brand alternates will be considered							
83	BIB OVERALL, DUCK CARHARTT (W:32-50)CARHARTT ONLY, DUCK, QUILT LINED, OPEN TO WAIST, ANY COLOR	120	EA	\$90.00	\$10,800.00	Carhartt R38	14	Embroidered logo available.
84	BIB OVERALL, DUCK CARHARTT (W:32-50)CARHARTT ONLY, DUCK, QUILT LINED, OPEN TO KNEE, ANY COLOR	70	EA	\$75.50	\$5,285.00	Carhartt R41	0.00	Embroidered logo available.
85	BIB OVERALL, DUCK LIBERTY (W:32-50)LIBERTY ONLY, DUCK, ANY COLOR	10	EA	\$34.00	\$340.00	Liberty YB790	0.00	Embroidered logo available.
86	Discount off List Price for Special Order / like Items in this category not mentioned above (overalls and coveralls-no brand or style restrictions).	1		15.0%				
87	SECTION H - FIRE RETARDANT TOPS - EMBROIDERED LEFT CHEST FR THREAD WITH DME TWO COLOR LOGO Only same brand alternates will be considered							
88	SWEATSHIRT, PULLOVER FR, REGULARNATIONAL SAFETY APPAREL # C21IW03 ONLY, NAVY, SIZES S-2XL & MT-2XLT	50	EA	\$150.00	\$7,500.00	National Safety Apparel C21IW03	15	
89	SWEATSHIRT, PULLOVER FR, BIG AND TALLNATIONAL SAFETY APPAREL # C21IW03 ONLY, NAVY, SIZES 3X-5X & 3XLT-5XLT	15	EA	\$158.00	\$2,370.00	National Safety Apparel C21IW03	14	
90	SWEATSHIRT, HOOD ZIP FR, REGULARNATIONAL SAFETY APPAREL # C21IW05 ONLY, NAVY, SIZES S-2XL & MT-2XLT	50	EA	\$160.00	\$8,000.00	National Safety Apparel C21IW05	14	
91	SWEATSHIRT, HOOD ZIP FR, BIG AND TALLNATIONAL SAFETY APPAREL # C21IW05 ONLY, NAVY, SIZES 3X-5X & 3XLT-5XLT	15	EA	\$169.00	\$2,535.00	National Safety Apparel C21IW05	14	
92	VEST, MOCK NECK, FR, REGULARCARHARTT 101029DY ONLY, DARK NAVY, SIZES S-2XL & MT-2XLT	40	EA	\$116.00	\$4,640.00	Carhartt 101029DY	14	
93	VEST, MOCK NECK, FR, BIG AND TALLCARHARTT 101029DY ONLY, DARK NAVY, SIZES 3X-5X & 3XLT-5XLT	15	EA	\$124.50	\$1,867.50	Carhartt 101029DY	14	
94	SHIRT, FR PREMIUM LONG SLEEVE, REGULARTYNDALE M110T ONLY, KHAKI, SIZES S-2XL & MT-2XLT	250	EA	\$110.00	\$27,500.00	Tyndale M110T	14	
95	SHIRT, FR PREMIUM LONG SLEEVE, BIG AND TALLTYNDALE M110T ONLY, KHAKI, SIZES 3X-5X & 3XLT-5XLT	150	EA	\$115.00	\$17,250.00	Tyndale M110T	14	
96	Discount off List Price for Special Order / like Items in this category not mentioned above (FR items-no brand or style restrictions).	1		10.0%				
97	SECTION I - FR PROTECTIVE GEAR - NO LOGOS Only same brand alternates will be considered							
98	FR FACE MUFFLER GAITER, BENCHMARK FR Flame Resistant Face Mask Neck Gaiter	50	EA	\$20.99	\$1,049.50	Benchmark 3049FRB	14	
99	NSA FR Midweight Knit Hood, 12 Clorie Arc RatedOne size fits all-midnight blue or black in color	80	EA	\$23.25	\$1,860.00	NSA H11BA	14	
100	Discount off List Price for Special Order / like Items in this category not mentioned above (FR protective gear-no brand or style restrictions).	1		10.0%				

				Mustang Apparel dba Incentive Brands				
Line #	Description	QTY	UOM	Unit	Extended	Proposed Mnf. Part #:	Delivery ARO (BD)	Notes
101	SECTION J - FR PANTS Only same brand alternates will be considered							
102	PANT, FR CANVAS CARGO, REGULARCARHARTT FRB240 ONLY, DARK NAVY, SIDE POCKETS	150	EA	\$80.00	\$12,000.00	Carhartt FRB240	14	
103	PANT, FR CANVAS CARGO, BIG AND TALLCARHARTT FRB240 ONLY, DARK NAVY, SIDE POCKETS	50	EA	\$87.25	\$4,362.50	Carhartt FRB240	14	
104	PANT, FR LOOSE FIT CARGO, REGULARCARHARTT FRB159 ONLY, DARK NAVY, SIDE POCKETS	150	EA	\$71.50	\$10,725.00	Carhartt FRB159	14	
105	PANT, FR LOOSE FIT CARGO, BIG AND TALLCARHARTT FRB240 ONLY, DARK NAVY, SIDE POCKETS	50	EA	\$78.65	\$3,932.50	Carhartt FRB159	14	
106	Discount off List Price for Special Order / like Items in this category not mentioned above (FR pants-no brand or style restrictions).	1		15.0%				
107	SECTION K - HATS (EMBROIDERED DME LOGO LEFT PANEL OR COD LOGO MIDDLE PANEL) Only same brand alternates will be considered							
108	CAP, RICHARDSON 112FPAll colors	288	EA	\$7.00	\$2,016.00	Richardson 112FP	8	
109	CAP, RICHARDSON 110All colors	288	EA	\$9.15	\$2,635.20	Richardson 110	8	
110	CAP, Adams Ad Extreme conditions Neck CapeDME LOGO FULL FRONT or COD LOGO, sandstone/white	120	EA	\$15.45	\$1,854.00	Adams ACXM101	8	
111	CAP, TRUCKERCHARCOAL/NAVY, RICHARDSON 112	450	EA	\$6.75	\$3,037.50	Richardson 112	8	
112	CAP, OUTDOOR CAP #GL271 ,KHAKI/NAVY, COLOR 291	90	EA	\$8.15	\$733.50	Outdoor Cap GL-271	6	
113	CAP, MESHCOBRA, STYLE PSM, KHAKI/NAVY	125	EA	\$3.95	\$493.75	Cobra PSM	6	
114	CAP, STOCKING WITH COD LOGO	120	EA	\$5.25	\$630.00	Port & Co CP90I	6	
115	CAP, STOCKING WITH COD LOGO	120	EA	\$5.65	\$678.00	Port & Co CP95	6	
116	HAT, ADJ BOONIE KHAKI Wholesale Hats STYLE#7805A or equivalent	200	EA	\$14.45	\$2,890.00	Port & Co C920	6	
117	Discount off List Price for Special Order / like Items in this category not mentioned above (hats-no brand or style restrictions).	1		20.0%				
118	SECTION L - JEANS Only same brand alternates will be considered							
119	JEANS, WRANGER COMPETITION 01MWX WRANGLER 20X 01	250	EA	\$40.65	\$10,162.50	Wrangler 20X01	14	
120	JEANS, WRANGER COMPETITION (38+ INSEAM)01MWX WRANGLER 20X 01	50	EA	\$40.65	\$2,032.50	Wrangler 20X01	14	
121	JEANS, WRANGER COMPETITION (44+ WAIST)01MWX WRANGLER 20X 01	25	EA	\$42.10	\$1,052.50	Wrangler 20X01	14	
122	JEANS, WRANGER ORIGINAL FIT FR	50	EA	\$52.95	\$2,647.50	Wrangler FR13	14	
123	JEANS, WRANGER ORIGINAL FIT FR (38+ INSEAM)	25	EA	\$52.95	\$1,323.75	Wrangler FR13	14	
124	JEANS, WRANGER ORIGINAL FIT FR (44+ WAIST)	25	EA	\$54.60	\$1,365.00	Wrangler FR13	14	
125	JEANS, GEROGE STRAIT COWBOY CUTORIGINAL AND RELAXED FIT	10	EA	\$40.50	\$405.00	Wrangler 13MGS	14	
126	JEANS, ARIAT, BOOT CUT JEANM4 LOW RISE SCOUNDEL	50	EA	\$46.50	\$2,325.00	Ariat 10008403	14	
127	JEANS, ARIAT, BOOT CUT JEAN (38+ INSEAM)M4 LOW RISE SCOUNDEL	25	EA	\$46.50	\$1,162.50	Ariat 10008403	14	
128	JEANS, ARIAT, BOOT CUT JEAN (44+ WAIST)M4 LOW RISE SCOUNDEL	25	EA	\$49.00	\$1,225.00	Ariat 10008403	14	
129	JEANS, RELAXED FIT (38+ INSEAM)CARHARTT B17 DST	10	EA	\$23.50	\$235.00	Carhartt B17	14	
130	JEANS, WRANGER ORIGINAL FIT (Cowboy Cut) 13 MWZ	120	EA	\$28.00	\$3,360.00	Wrangler 13MWZ	14	
131	JEANS, WRANGER ORIGINAL FIT (38+ INSEAM) (Cowboy Cut) 13 MWZ	15	EA	\$28.00	\$420.00	Wrangler 13MWZ	14	
132	JEANS, WRANGER ORIGINAL FIT (44+ WAIST) (Cowboy Cut) 13 MWZ	15	EA	\$30.50	\$457.50	Wrangler 13MWZ	14	
133	JEANS, WRANGER Relaxed Fit 31MWZPW, pre-washed or equivalent	100	EA	\$34.50	\$3,450.00	Wrangler 31MWZPW	14	
134	JEANS, WRANGER Relaxed Fit (38+ INSEAM)31MWZPW, pre-washed or equivalent	10	EA	\$34.50	\$345.00	Wrangler 31MWZPW	14	

				Mustang Apparel dba Incentive Brands				
Line #	Description	QTY	UOM	Unit	Extended	Proposed Mnf. Part #:	Delivery ARO (BD)	Notes
135	JEANS, WRANGER Relaxed Fit (44+ WAIST)31MWZPW, pre-washed or equivalent	10	EA	\$37.00	\$370.00	Wrangler 31MWZPW	14	
136	Discount off List Price for Special Order / like Items in this category not mentioned above (hats-no brand or style restrictions).	1		10.0%				
137	SECTION M- HIGH VISIBILITY GEAR Only same brand alternates will be considered							
138	HAT, LIME MESH BOONIE HIGH VISIBILITY, ERB 61587S230	50	EA	\$6.00	\$300.00	ERB 61687	10	
139	VEST,SAFETY, LIME MESH, ALL SIZES, LOGO ON POCKETCLASS 2, ANSI ,ORANGE STRIPING, W/OUTER POCKETS	500	EA					
140	Discount off List Price for Special Order / like Items in this category not mentioned above (High Visibility Gear -no brand or style restrictions).	1		20.0%				
141	sub Discount off List Price for Special Order / Work Wear Items not coveren in any of the categories mentioned above (no brand or style restrictions).	1		15.0%				

Exhibit F

CONFLICT OF INTEREST QUESTIONNAIRE -		FORM CIQ
For vendor or other person doing business with local governmental entity		
This questionnaire reflects changes made to the law by H.B. 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. Mustang Apparel, Inc. dba Incentive Brand	
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 7 th 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. N/A	
4	☒ I have no Conflict of Interest to disclose.	
5	DocuSigned by: <i>Mike Mondrian</i> EAC56C7D512E4F3... 7/6/2020 business with the governmental entity Date	

Certificate Of Completion

Envelope Id: 57B6841FBCC741E0A678AB274DFB48D0

Status: Completed

Subject: Please DocuSign: City Council Contract 7315 - Workwear

Source Envelope:

Document Pages: 33

Signatures: 6

Envelope Originator:

Certificate Pages: 6

Initials: 1

Laura Hermosillo

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

Time Zone: (UTC-06:00) Central Time (US & Canada)

laura.hermosillo@cityofdenton.com

IP Address: 198.49.140.104

Record Tracking

Status: Original

Holder: Laura Hermosillo

Location: DocuSign

6/17/2020 2:49:26 PM

laura.hermosillo@cityofdenton.com

Signer Events

Laura Hermosillo

laura.hermosillo@cityofdenton.com

Senior Buyer

City of Denton

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signature

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Lori Hewell

lori.hewell@cityofdenton.com

Purchasing Manager

City of Denton

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign



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Mack Reinwand

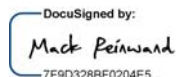
mack.reinwand@cityofdenton.com

City of Denton

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

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Signed: 6/19/2020 5:09:54 PM

Mike Monohan

mike@incentivebrands.com

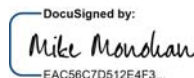
VP of Sales

Security Level: Email, Account Authentication (None)

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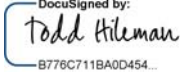
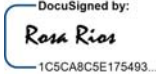
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Resent: 7/2/2020 11:38:57 AM

Viewed: 7/2/2020 2:03:11 PM

Signed: 7/6/2020 11:02:43 AM

Signer Events	Signature	Timestamp
Cassandra Ogden Cassandra.Ogden@cityofdenton.com Director of Procurement and Compliance City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	DocuSigned by:  E7FF20C194EA4F9... Signature Adoption: Pre-selected Style Using IP Address: 47.184.121.142 Signed using mobile	Sent: 7/6/2020 11:02:47 AM Viewed: 7/6/2020 1:48:36 PM Signed: 7/6/2020 1:48:54 PM
Cheyenne Defee cheyenney.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 198.49.140.104	Sent: 7/6/2020 1:48:59 PM Viewed: 7/29/2020 1:12:34 PM Signed: 7/29/2020 1:12:45 PM
Todd Hileman Todd.Hileman@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/25/2017 11:02:14 AM ID: 57619fbf-2aec-4b1f-805d-6bd7d9966f21	DocuSigned by:  B776C711BA0D454... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 7/29/2020 1:12:50 PM Viewed: 7/29/2020 2:11:37 PM Signed: 7/29/2020 2:11:41 PM
Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/29/2020 2:14:52 PM ID: e4fb4233-8885-43b8-aecf-88ff60b7e0db	DocuSigned by:  1C5CA8C5E175493... Signature Adoption: Pre-selected Style Using IP Address: 47.24.6.80	Sent: 7/29/2020 2:11:46 PM Viewed: 7/29/2020 2:14:52 PM Signed: 7/29/2020 2:15:31 PM
Person Signer Events	Signature	Timestamp
Editor Deliver Events	Status	Timestamp
Agent Deliver Events	Status	Timestamp
Intermediary Deliver Events	Status	Timestamp
Certified Deliver Events	Status	Timestamp
Car on Cop Events	Status	Timestamp
Cheyenne Defee cheyenney.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/17/2020 2:59:16 PM

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Sherri Thurman sherri.thurman@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/6/2020 1:48:59 PM
Zolaina Parker Zolaina.Parker@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/29/2020 2:15:35 PM
Dustin Rolfe Dustin.Rolfe@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/29/2020 2:15:36 PM
Misty A Willis Misty.Willis@cityofdenton.com Electric Project Administrator City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/7/2019 2:47:10 PM ID: b6bf9835-4239-499b-8dc7-880eafd1aa5e	COPIED	Sent: 7/29/2020 2:15:36 PM Viewed: 7/29/2020 3:01:32 PM
Drew Huffman drew.huffman@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/13/2018 2:52:26 PM ID: 0fcc9a04-4fe5-41d0-935e-32877832cf92	COPIED	Sent: 7/29/2020 2:15:37 PM

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Signing Complete	Security Checked	7/29/2020 2:15:37 PM
Completed	Security Checked	7/29/2020 2:15:37 PM

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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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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:

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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 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.

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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 and in the body of such request you must state your e-mail, full name, US 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:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** 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:

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- 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.

ORDINANCE NO. 26-0006

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT EXTENSION BETWEEN THE CITY OF DENTON AND MUSTANG APPAREL, INC. DBA INCENTIVE BRANDS THROUGH JULY 28, 2026, FOR WORKWEAR FOR VARIOUS DEPARTMENTS; AND DECLARING AN EFFECTIVE DATE (RFP 7315 – EXTENDING A CONTRACT WITH MUSTANG APPAREL, INC. DBA INCENTIVE BRANDS, TO JULY 28, 2026).

WHEREAS, Ordinance 20-1306 authorized a contract to Mustang Apparel, Inc. dba Incentive Brands for workwear for various departments, which is on file in the office of the Purchasing Agent; and

WHEREAS, on July 24, 2025, Purchasing awarded a contract extension to Mustang Apparel, Inc. dba Incentive Brands, to continue to purchase workwear for various departments; and

WHEREAS, the staff having recommended, and the City Manager having recommended to the City Council that an extension to the existing purchasing authority approved by Ordinance 20-1306 be authorized between the City and Mustang Apparel, Inc. dba Incentive Brands, to expire on July 28, 2026; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the City Council finds that the action taken herein is in the public interest; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference.

SECTION 2. The authority to receive services from Mustang Apparel, Inc. dba Incentive Brands, authorized by Ordinance 20-1306, is hereby extended under RFP 7315 to July 28, 2026.

SECTION 3. The City Council delegates the authority to the City Manager to take any actions that may be required or permitted to be performed by the City of Denton under RFP 7315 to the City Manager or their designee.

SECTION 4: This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by Brian Beck and seconded by Brandon Chase McGee. This ordinance was passed and approved by

the following vote [6 - 0 - 1]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	<u> </u>	<u> </u>	<u> </u>	<u> X </u>
Vicki Byrd, District 1:	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Brian Beck, District 2:	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Suzi Rumohr, District 3:	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Joe Holland, District 4:	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Brandon Chase McGee, At Large Place 5:	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Jill Jester, At Large Place 6:	<u> X </u>	<u> </u>	<u> </u>	<u> </u>

PASSED AND APPROVED this the 3rd day of February, 2026.



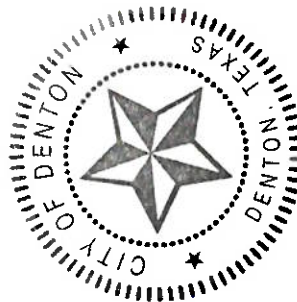
GERARD HUDSPETH, MAYOR

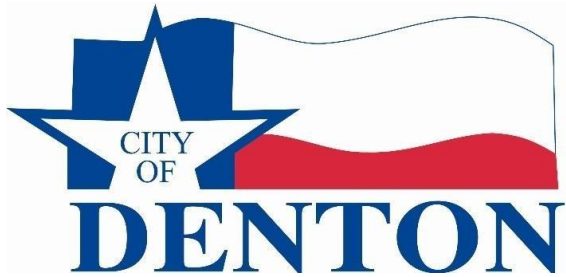
ATTEST:
INGRID REX, CITY SECRETARY

BY: Ingrid Rex

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush





Docusign City Council Transmittal Coversheet

RFP	7315
File Name	workwear
Purchasing Contact	Christina Dormady
City Council Target Date	FEBRUARY 3, 2026
Piggy Back Option	Not Applicable
Contract Expiration	JULY 28, 2026
Ordinance	26-0006

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND **MUSTANG APPAREL, INC. DBA INCENTIVE BRANDS 7315**

THIS FIRST AMENDMENT TO CONTRACT 7315 (this “Amendment”) by and between the City of Denton, Texas (“City”) and **MUSTANG APPAREL, INC. DBA INCENTIVE BRANDS** (“Contractor”) to that certain contract executed on July 28, 2020, in the original not-to-exceed amount of \$1,450,000 (the “Agreement”); for services related to the **Workwear**.

WHEREAS, this amendment incorporates any previously executed documents between the parties including but not limited to pricing adjustments.

WHEREAS, the City deems it necessary to further expand the goods/services provided by Contractor to the City; and

WHEREAS, the original not-to-exceed amount may not be increased by more than 25.0% as provided in Texas Local Government Code Sec. 252.048; and

NOW THEREFORE, the City and Contractor (hereafter collectively referred to as the “Parties”), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following First Amendment, which amends the following terms and conditions of the said Agreement, to wit:

1. This Amendment modifies the Agreement term as set forth in Exhibit A Section 4 as extended to provide for an additional six (6) month term ending on July 28, 2026. At the sole option of the City, this term may be extended for one (1) additional six (6) month terms.

The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor, have each executed this Amendment, by and through their respective duly authorized representatives and officers on this date 02/03/2026.

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

Signed by:

Matthew Hamilton
SIGNATURE

Matthew Hamilton
PRINTED NAME

Interim Finance Director
TITLE

Finance

DEPARTMENT

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Signed by:

Leah Bush
2A936B08B5D7485...

ATTEST:
INGRID REX, CITY SECRETARY

Signed by:

Ingrid Rex
By: F116805422D0464...

“CONTRACTOR”
**MUSTANG APPAREL, INC. DBA
INCETIVE BRANDS**

Signed by:

Drew Giddens
AUTHORIZED SIGNATURE, TITLE

“CITY”
CITY OF DENTON, TEXAS
A Texas Municipal Corporation

DocuSigned by:

Sara Hensley
AUTHORIZED SIGNATURE, TITLE

Certificate Of Completion

Envelope Id: 496F7AAE-7826-4AC6-8BE2-D008E1B2879E

Status: Completed

Subject: Please DocuSign: City Council Contract 7315 Workwear Contract Extension

Source Envelope:

Document Pages: 3

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 1

Christina Dormady

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

Time Zone: (UTC-06:00) Central Time (US & Canada)

christina.dormady@cityofdenton.com

IP Address: 198.49.140.10

Record Tracking

Status: Original

Holder: Christina Dormady

Location: DocuSign

12/30/2025 10:44:31 AM

christina.dormady@cityofdenton.com

Signer Events

Signature

Timestamp

Christina Dormady

Completed

Sent: 12/30/2025 10:45:51 AM

christina.dormady@cityofdenton.com

Viewed: 12/30/2025 10:46:24 AM

Buyer

Signed: 12/30/2025 10:46:41 AM

City of Denton

Using IP Address: 198.49.140.10

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lori Hewell

Initial

Sent: 12/30/2025 10:46:43 AM

lori.hewell@cityofdenton.com

Viewed: 12/30/2025 10:57:00 AM

Purchasing Manager

Signed: 12/30/2025 10:57:16 AM

City of Denton

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Leah Bush

Signed by:

2A936B08B5D7485...

Sent: 12/30/2025 2:02:30 PM

leah.bush@cityofdenton.com

Viewed: 12/31/2025 11:33:32 AM

Security Level: Email, Account Authentication
(None)

Signed: 12/31/2025 11:42:04 AM

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Accepted: 12/31/2025 11:33:32 AM

ID: 2d3dcc8c-32a7-4d95-a437-b51743295a67

Drew Giddens

Signed by:

D34E823669184DD...

Sent: 12/31/2025 11:42:06 AM

drew@incentivebrands.com

Resent: 1/8/2026 11:17:01 AM

President

Viewed: 1/8/2026 10:45:55 PM

DBA Mustang Apparel Inc, a S corporation.

Signed: 1/8/2026 10:48:37 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

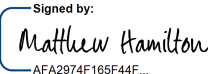
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Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 12/31/2025 1:08:19 PM

ID: 1d91160f-88e6-4476-99a8-5619cc26e983

Signer Events	Signature	Timestamp
Matthew Hamilton matthew.hamilton@cityofdenton.com Interim Finance Director City of Denton Security Level: Email, Account Authentication (None)	Signed by:  AFA2974F165F44F... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 1/8/2026 10:48:39 PM Viewed: 1/9/2026 2:48:24 PM Signed: 1/9/2026 3:23:23 PM

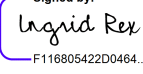
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	Completed Using IP Address: 198.49.140.10	Sent: 1/9/2026 3:23:26 PM Viewed: 2/4/2026 9:52:55 AM Signed: 2/4/2026 9:53:19 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sara Hensley sara.hensley@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None)	DocuSigned by:  5236DB296270423... Signature Adoption: Pre-selected Style Using IP Address: 2600:387:15:401a::3 Signed using mobile	Sent: 2/4/2026 9:53:20 AM Viewed: 2/4/2026 9:53:48 AM Signed: 2/4/2026 9:55:21 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ingrid Rex ingrid.rex@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None)	Signed by:  F116805422D0464... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 2/4/2026 9:55:23 AM Viewed: 2/4/2026 6:07:02 PM Signed: 2/4/2026 6:07:30 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/30/2025 10:46:43 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/30/2025 2:02:33 PM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/9/2026 3:23:25 PM Viewed: 1/9/2026 4:17:12 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/4/2026 6:07:32 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/30/2025 10:45:51 AM
Certified Delivered	Security Checked	2/4/2026 6:07:02 PM
Signing Complete	Security Checked	2/4/2026 6:07:30 PM
Completed	Security Checked	2/4/2026 6:07:32 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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

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 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..

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- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, US 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:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** 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.

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- 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.