

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH CROWN CORRECTIONAL TELEPHONE, INC., FOR INMATE TELEPHONE SERVICE, SOFTWARE, MAINTENANCE, AND SUPPORT FOR THE DENTON POLICE DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8710 – AWARDED TO CROWN CORRECTIONAL TELEPHONE, INC., FOR A THREE (3) YEAR TERM, WITH THE OPTION FOR TWO (2) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR TERM).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for inmate telephone service, software, maintenance, and support for the Denton Police Department; and

WHEREAS, this procurement was undertaken as part of the City’s governmental function; 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; 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.

RFP NUMBER

CONTRACTOR

8710

Crown Correctional Telephone, Inc.

SECTION 2. 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. 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 their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and

specified sums contained in the Proposal and related documents herein approved and accepted.

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

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

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

The motion to approve this ordinance was made by \_\_\_\_\_ and seconded by \_\_\_\_\_. The ordinance was passed and approved by the following vote [\_\_\_ - \_\_\_]:

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

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

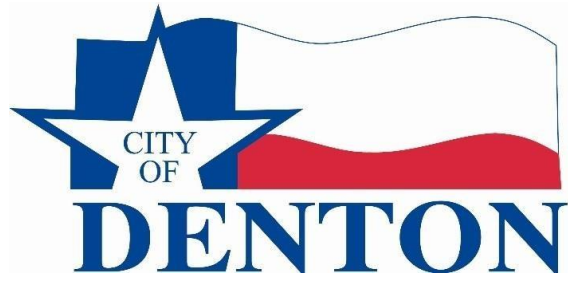
\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
LAUREN THODEN, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY:           *Marcella Lunn*



## DocuSign City Council Transmittal Coversheet

RFP	8710
File Name	Inmate Telephone Services
Purchasing Contact	Ginny Brummett
City Council Target Date	
Piggy Back Option	Yes
Contract Expiration	
Ordinance	

**CONTRACT BY AND BETWEEN  
CITY OF DENTON, TEXAS AND CROWN CORRECTIONAL TELEPHONE, INC.  
(Contract #8710)**

**THIS CONTRACT** is made and entered into this date \_\_\_\_\_, by and between Crown Correctional Telephone, Inc., a Texas corporation, whose address 410 W. 19<sup>th</sup> Street, Clifton, TX 76634, hereinafter referred to as “Contractor,” and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as “City,” to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or their duly authorized designee.

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

**SCOPE OF SERVICES**

Contractor shall provide services in accordance with the City’s RFP 8710-Inmate Telephone Services, 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 8710 (the “Solicitation”) (**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) Insurance Requirements (**Exhibit “E”**).
- (f) Contractor’s Proposal (“Contractor’s Offer”) (**Exhibit “F”**).
- (g) Form CIQ – Conflict of Interest Questionnaire (**Exhibit “G”**)

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

**Prohibition on Contracts with Companies Boycotting Israel**

Contractor acknowledges that in accordance with Chapter 2271 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 Contract, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

**Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains

written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

#### **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate against a firearm entity or firearm trade association,” “firearm entity” and “firearm trade association” shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

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

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this Contract, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract 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.

#### **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

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 Contract in the year and day first above written.

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

Signed by: Jessica Robledo Jessica Robledo  
SIGNATURE PRINTED NAME  
  
chief  
TITLE  
Denton Police Department  
DEPARTMENT

ATTEST:  
LAUREN THODEN, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

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

**CONTRACTOR**  
BY: Derrick Ploutz  
AUTHORIZED SIGNATURE

Printed Name: Derrick Ploutz

Title: Director of Sales  
254-708-0087

PHONE NUMBER  
derrick@crowphoneservice.com  
EMAIL ADDRESS

2025- 1256770  
TEXAS ETHICS COMMISSION  
CERTIFICATE NUMBER

**CITY OF DENTON, TEXAS**

BY: \_\_\_\_\_  
SARA HENSLEY  
CITY MANAGER

**Exhibit A**  
**SPECIAL TERMS AND CONDITIONS**

**1. Contract Terms**

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

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

**2. Price Escalation and De-escalation**

On Supplier's request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on these special terms. Any request for price adjustment must be based on the, U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) or the manufacturer published pricing list. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. The price will be increased or decreased based upon the annual percentage change in the PPI or the percentage change in the manufacturer's price list. Should the PPI or manufacturer price list change exceed a minimum threshold value of +/-1%, then the stated eligible bid prices shall be adjusted in accordance with the percent change not to exceed the 8% limit per year. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

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

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



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

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

### **3. 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-8710**

**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. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Contractor. 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, and 21 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, and 22 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 or Exhibit A, this Contract shall be effective as of the date this 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 Solicitation or Contractor's Offer, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address, 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 Solicitation or Contractor's Offer. Unless otherwise stated in the Contractor's 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 in 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 to perform but not afterward. 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.

**9. PLACE AND CONDITION OF WORK:** This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. 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** This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way.

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 (1) while engaged in, participating, or responding to a solicitation; or (2) while in the course and scope of delivering goods or services under a City of Denton contract; or (3) 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.

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, 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, AND SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY ACTION ARISING RELATED THERETO.**

**11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. 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 Contractor 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 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, invoice date, the purchase 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  
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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 – [accountspayable@cityofdenton.com](mailto:accountspayable@cityofdenton.com). Approved invoices will be paid within thirty (30) calendar days of the invoice being received in Accounts Payable.

**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, including, but not limited to, those in Paragraph D , below, 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 such shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due to 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 liquidated damages for the anticipated delay;
- vi. failure of the Contractor to submit proper invoices with purchase order number, 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 to any awarded firm who is in arrears to the City for delinquent taxes of any kind or otherwise indebted to the City that the City shall be entitled to counterclaim and/or offset against any such debt, claim, demand, or account owed to the City through payment withholding until the debt is paid in full, and no assignment of such debt, claim, demand, or account after the said taxes or debt are due shall affect the right of the City to offset the said taxes or debt against same.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or Contract 8710

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 Contractor acknowledges and agrees that 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 will not incur a debt or obligation to pay Contractor any amounts the City does not have the current funds available to pay. 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 or liability to the City, nor removal fees, cancellation fees, or the like 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 Documents. During the term of this Contract, the Contractor shall bill and the City shall reimburse Contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the Contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

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

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the fifteenth (15<sup>th</sup>) 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 Contractor's 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 Contractor agrees that the City shall, until the expiration of five (5) years after final payment under this Contract unless required to be retained for longer under applicable law, have Contract 8710

electronic access to and the right to examine all books, records, and computations pertaining to this Contract. If necessary, 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 (5) 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. All books and records will be made available within a fifty (50) mile radius of the City of Denton if the vendor is not able to provide electronic access. 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. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Subcontractor, material supplier, or other payee agrees that the City shall, until the expiration of five (5) years after final payment under the subcontract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, documents, and other evidence of the Subcontractor, material supplier, or other payee involving transactions relating to the subcontract. If necessary, the City maintains the right to photocopy any physical books, documents, papers, and records of the subconsultant involving transactions relating to the subcontract. All books and records will be made available within a fifty (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.

C. 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 ("Subcontractor") in a DBE/MBE/WBE agreed-to plan (the "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 Documents, 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 Contractor's 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 Contractor's 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 the event Contractor breaches this warranty, 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, or in the alternative, the City may cancel this Contract without liability to Contractor for breach.

**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 Contract Documents, 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. In addition, Contractor warrants that the goods sold to City shall conform to the standards promulgated by the Contract 8710

U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Contractor's expense. In the event Contractor fails to make the appropriate correction within a reasonable time, correction made by City will be at Contractor's expense.

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 or required by the Solicitation, the warranty period shall be at least one (1) 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.

F. Contractor shall not limit, exclude, or disclaim any implied warranties, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

**22. WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided to 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, or alternatively, at the City's option, render this Contract voidable.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one (1) year from the date of acceptance of the work. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

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

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

**24. RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified (being a minimum of 5 days) 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:**

A. 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 25, (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.

B. In the event the City terminates the awarded contract for default or any other reason, the Contractor shall not be relieved of liability to the City for damages sustained by the City by reason of any default of the contract by the Contractor or otherwise, and the City may withhold any payments to the Contractor for the purpose of an offset until such time as the amount of damages due the City from the Contractor can be determined.

**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/or 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. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

**28. TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause and/or for convenience 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, provided such payment amount is not disputed by City. The City reserves all rights, causes of action, and remedies available under law or in equity with respect to any dispute under this Contract and a termination under this provision does not waive such rights, causes of action, and remedies.

**29. FRAUD:** Fraudulent statements by the Contractor in any offer, Contract Document, 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 53. 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. TIME OF COMPLETION AND LIQUIDATED DAMAGES:** Contractor agrees and acknowledges that completing the services and/or delivering the goods described in this Contract in a timely manner is very important to the City. Contractor agrees to perform all obligations within the timeframes required. As it is impracticable and extremely difficult to fix the actual damages, if any, that may proximately result from a failure by Contractor to provide the goods or

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perform the service, should Contractor fail to timely perform its obligations, Contractor agrees to pay to City, or have withheld and offset from monies due it, the amount stated in the Contract Documents as liquidated damages for each calendar day of delay or nonperformance. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at the time of executing this Contract. Execution of the Contract shall constitute agreement by the City and Contractor that said amount is the minimum value of the costs and actual damage caused by the Contractor's failure to timely perform. Adjustments to the contract times can only be made as provided in the Contract Documents and any conditions or specifications referenced therein.

### 32. 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.**

33. **LIMITATION OF LIABILITY:** This Contract does not, and shall not be interpreted to, contain an artificial limitation of liability (e.g. liability limited to contract price or liability capped at an amount actually paid in previous 3 months, etc.) or an artificial statute of limitations (e.g. any lawsuit must be commenced within one year of the event).

34. **INSURANCE:** The Contractor shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton outlined in the Insurance Exhibit attached hereto, if applicable. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton. The City of Denton reserves the right to add insurance during the contract term.

B. **Specific Coverage Requirements:** Specific insurance requirements are contained in the Contract 8710

Solicitation and the Insurance Exhibit.

35. **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.

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

37. **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. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

38. **INDEMNIFICATION 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. Moreover, 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. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

**39. 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 Contract, 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.

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

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

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 41 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 41 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 40 above.

**41. 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.

**42. 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 necessary to comply with proper requests for information from an authorized representative of the federal, State, or local government.

**43. 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.

**44. 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.

**45. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** The Contractor agrees to comply with the conflict of interest provisions of the City of Denon Code of Ordinances and/or State law. 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 Contract 8710



solicitation as defined in the City's Ethic Ordinance codified at Chapter 2, Article XI and in the City Charter Section 14.04, as amended. 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. The Contractor agrees to maintain current, updated disclosure of information on file with the Procurement Department throughout the term of this Contract.

**46. NO SUBCONTRACTING BID AFTER AWARD:** Following the award of the Contract, no subcontracting except that specifically identified in the response to the Solicitation will be permitted without the express prior written consent of the City.

**47. NO GIFT OF PUBLIC PROPERTY:** The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected Contractor.

**48. 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 their designee under this Contract. The Contractor is expressly free to advertise and perform services for other parties while performing services for the City.

**49. ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and enure 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.

**50. 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. 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.

**51. 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 submitted to the City by Contractor shall have any force or effect to change the terms, covenants, and conditions of the Contract.

**52. 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. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. 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.

**53. 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, however any decision requiring approval of the City Council of the City will be required to be submitted to the City Council and the senior level person shall have authority to recommend approval of any resolution. 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.

C. The parties shall not be required to submit to binding arbitration.

**54. 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.

**55. 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.

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

New Year's Day (observed)
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve (observed)
Christmas 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 their authorized designee.

**57. 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 for fifteen (15) years.

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

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

**59. EQUAL OPPORTUNITY** Contractor agrees that during the performance of its contract it will:

A. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.

B. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Contractor shall be advised of any complaints filed with the City alleging that Contractor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Contractor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.

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

**60. 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 Contractor 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".

**61. 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 of rejection of the submittal does not affect this right.

**62. 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.

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

**64. COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS:** The Contractor or supplier shall comply with all State, federal, and local laws and requirements. The Contractor 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; and (iii) Chapter 552 of the Texas Government Code, which outlines policy for public information. The Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

**65. FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Contractor shall demonstrate on-site compliance with the provisions of federal law dealing with issuance of Form W-2's to common law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Contractor shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Contractor 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 Contractor's omission or breach of this Section.

**66. ATTORNEY'S FEES; LEGAL COSTS:** Contractor and City agree that the City will not be required to pay Contractor's attorney's fees or legal costs under any circumstances, unless expressly required by law.

**67. 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.

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

**69. FORCE MAJEURE:** The City of Denton, any Customer, and the Contractor 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 Contractor will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Contractor continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Contractor 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.

**70. 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.

**71. 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.

**72. RECORDS RETENTION:** The Contractor 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 Contractor 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 Contractor 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. In the event the value of this Contract is One Million (\$1,000,000) Dollars or greater: (i) all contracting information related to this contract will be preserved for the duration of the Contact; (ii) the Contractor shall provide any contracting information in its possession promptly upon request by the City; and (iii) at the expiration of this Contract, the Contractor will either provide all contracting information in its possession to the City or preserve same as required by the record retention requirements of the State of Texas.

**73. PROCUREMENT LAWS:** The City will not agree to any terms or conditions that cause the City to violate any federal, State, or local procurement laws, including its own Charter or Procurement Policy and any such laws included in boilerplate terms, online terms or other terms provided by the Contractor are considered null and void.

**74. AUTHORITY:** Contractor represents and warrants to the other that (a) it has company authority to execute and perform this Contract; (b) executing this Contract does not constitute a material conflict with, breach, or default under any applicable law, its respective organizational documents, or any documents, agreements, contracts or instruments which are binding upon it; and (c) this Contract creates valid, legal, and binding obligation enforceable against it, subject to applicable insolvency and bankruptcy laws. Contractor recognizes and agrees that a violation of this provision constitutes a material breach under this Contract.

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

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



## **Exhibit E**

### **INSURANCE REQUIREMENTS**

*Respondent's attention is directed to the insurance requirements below. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal/Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.*

#### **STANDARD PROVISIONS:**

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

***As soon as practicable after notification of contract award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.***

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

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees, and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:

- Name as Additional Insured the City of Denton, its Officials, Agents, Employees, and volunteers.
- That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.
- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***
- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

**SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:**

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

**A. COMMERCIAL GENERAL LIABILITY INSURANCE**

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

**B. WORKERS' COMPENSATION and EMPLOYERS LIABILITY INSURANCE**

**Workers' Compensation** within the regulations of the Texas Workers' Compensation Act. The minimum policy limits for **Employers Liability** are:

- Bodily Injury by Accident: \$100,000.00 Each Accident
- Bodily Injury by Disease: \$100,000.00 Each Employee
- Bodily Injury by Disease: \$500,000.00 Policy Limit

**NOTES:**

- a. If CONTRACTOR will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.
- b. If CONTRACTOR is a non-subscriber or is self-insured CONTRACTOR shall provide a copy of its Certificate of Authority to Self-Insure from the Texas Department of Insurance, Division of Workers' Compensation Self Insurance Regulation Program, evidence of alternative coverage and internal safety and injury coverage policies and procedures.

**C. NETWORK SECURITY AND PRIVACY LIABILITY INSURANCE**

**Network Security and Privacy Liability Insurance** During the term of this Contract, Vendor will maintain coverage for network security and privacy liability with a minimum limit of \$2,000,000 per occurrence and \$2,000,000 annual aggregate. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

**D. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

**Business Automobile Liability Insurance** covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage limit of \$1,000,000.00 per occurrence.

- a.

**EXHIBIT F**  
**Contractor's Proposal ("Contractor's Offer")**



a solution by  
**crowm**  
correctional telephone

# PROPOSAL

DENTON POLICE DEPARTMENT DETENTION CENTER-  
RESPONSE TO RFP # 8710

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## INMATE CONNECTIVITY SYSTEM

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# Cover Letter



Denton Police Department  
601 E. Hickory Street, Suite E  
Denton, TX 76205

Members of the Evaluation Team,

Thank you for the opportunity to submit a competitive proposal to continue our partnership with the Denton Police Department Detention Center. Crown Correctional Telephone appreciates the partnership with the Denton Police Department over the past five years. At Crown, it is our mission to deliver cutting edge technology and practical solutions to support our law enforcement agencies we serve. We offer an inmate connectivity system called Cidnet that we are proposing to continue at the jail. Highlights of our proposal include:

- Calling rates of \$0.12 per minute at 0% revenue share to reflect FCC Findings.
- More affordable means of connectivity for inmates and their approved friends/family with Cidnet's data pricing model -no per-minute billing.
- Outstanding customer support team providing 24/7/365 client support to the facility.

Thank you for your due diligence throughout the evaluation process and we look forward to the opportunity to continue to serve the Denton Police Department and members of the community.

Sincerely,

*Derrick Ploutz*

Derrick Ploutz  
Director of Sales  
Crown Correctional Telephone, Inc.  
410 W. 19th Street  
Clifton, TX 76634  
620-482-4353 Cell  
derrick@crowntelephone.com





# Firm Overview

Crown Correctional Telephone, Inc headquartered in Clifton, TX is a leading-edge inmate communications solutions provider. With over 27 years of experience, we are dedicated to practicing transparent communication and delivering excellent solutions to correctional facilities across the United States. We started with one account in 2007, and still service that facility to this day! Crown proudly services 64 correctional centers in the state of Texas and 179 centers nationwide. The demand for technology is constantly evolving and with Crown, you'll always have a partner there to deliver.



**People-First Mentality** – We believe in building lasting relationships with our clients to find better ways to deliver practical solutions.



**Outstanding Customer Service** – From the correctional officer to the administrator, we deliver customer service that exceeds expectations.



**Innovative Solutions** – Our team constantly finds and creates solutions that solve problems for the jails we serve.



# REVENUE SHARE PROPOSAL

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Please review the terms of our financial proposal. Crown does not charge the county to install the Cidnet System. The implementation of equipment, system configuration, and employee software training comes at no cost. Each month, you will receive the percentages listed below for each service. Crown will submit monthly reports detailing total usage, gross revenue, and revenue share.



## VOICE

---

Inmate talking on the phone

0%



# WHY CHARGE BY THE MINUTE?

Innovations like video visitation and inmate tablets have shaped the way today's jails offer communication services. Ask yourself this though; why is it that every inmate phone company still bills the inmate with a per-minute pricing model? Per minute billing was the norm in telecom in the 2000s, but today your cell phone runs on a data plan. There is an inherent negative effect to charging per minute, rounding. When an inmate and a contact talk on the phone for one minute and one second, traditional inmate phone systems round the cost up to two minutes, even though they didn't actually use two minutes of time. This unfair practice further contributes to the socio-economic burden borne by those impacted by incarceration, giving people less and taking more.

## Cidnet Gives More for Less

At Crown, we are on a mission to disrupt this industry standard. Cidnet gives people a more equitable and value-based way of staying in contact with their incarcerated friend or family member. The system uses data as an agnostic metric to track communication in real time. Data is sold at one universal rate of \$0.30 per 1 megabyte (MB); we do not bill per-minute. When inmates and contacts use our connectivity apps to talk, we track and deduct the exact amount of data in megabytes that is used. If a conversation lasts 5 minutes and 10 seconds, they pay for 5 minutes and 10 seconds worth of data.



## VOICE

Inmate Talking to Friends  
and Family

**Purchase Rate:**  
\$0.30 per Megabyte

**Cost to the End User:**  
One Minute of Talk Time  
Will Not Exceed \$0.12 per  
minute.



# THE CORRECTIONS CONNECTIVITY SYSTEM

Cidnet is an inmate communications system that optimizes jail operations and serves as an investigator's intelligence gathering ally. Our equipment is detention grade, our software is intuitive, and our people are incredibly responsive. Trusted by over 300 correctional facilities and county jails nationwide, Cidnet is positioned as an industry tested and approved inmate communications solution.

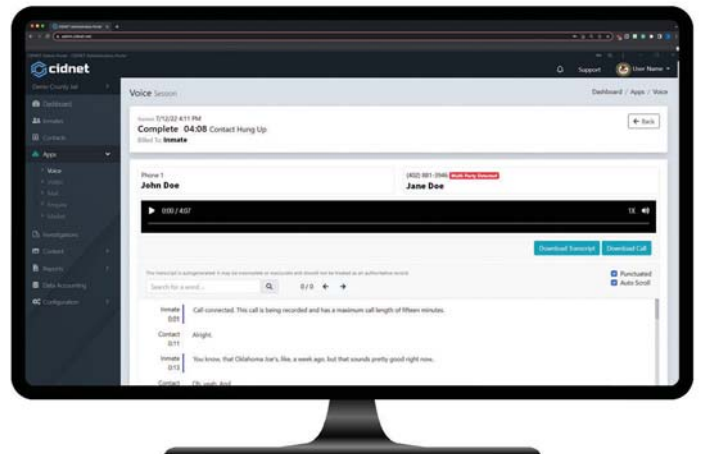
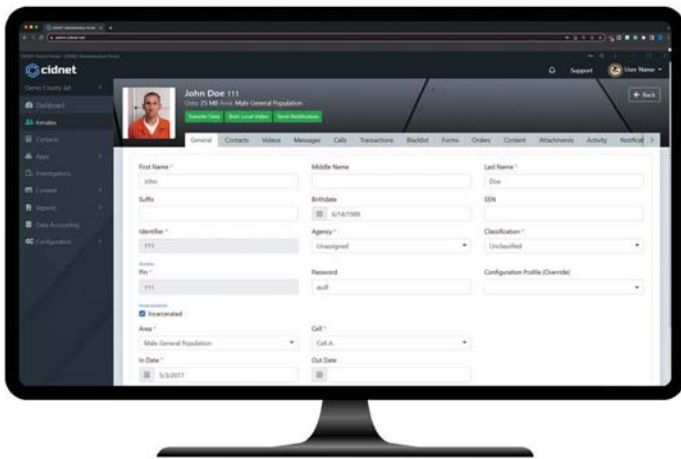
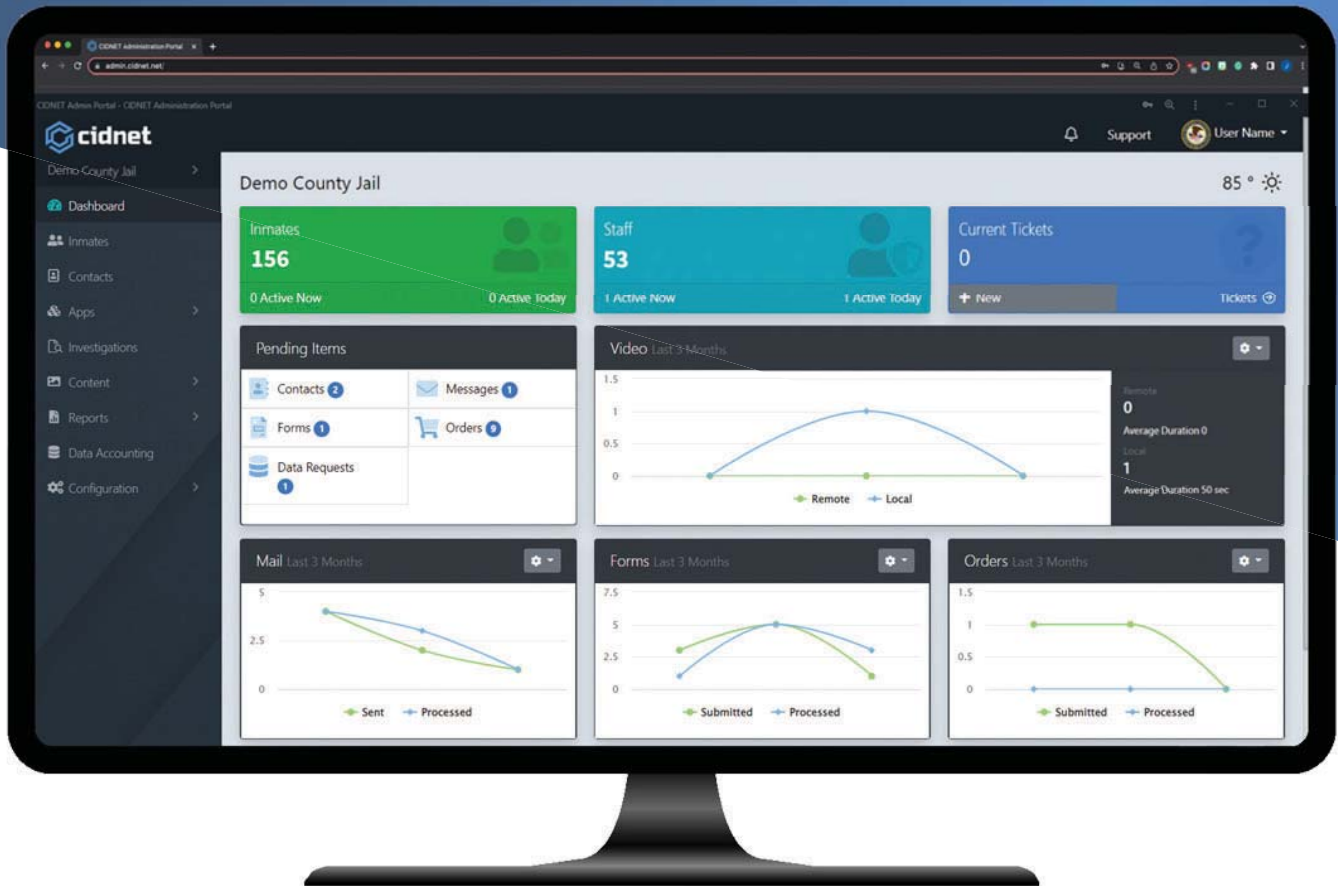
## Durable Equipment Built to Last



**The Voice Device - Utilize Existing**  
Wall-mounted rugged telephone encased with security screws and no removable parts.

# SOFTWARE OFFICERS WON'T SHY AWAY FROM

Navigating software should not be a cumbersome task. Cidnet is designed to make the process of retrieving data simple. Reply to forms and provide other users secure access from one simple interface.



# TEXAS CROWN CLIENTS

33rd & 424th Judicial ISF/Burnet ISF	Kendall County Jail
Andrews County Jail	La Porte Police Department
Bailey County Jail	Lamb County Jail
Balch Springs Police Department	LaSalle County Jail
Baytown Police Department	LaSalle Regional Jail
Benbrook Police Department	Leon County Jail
Bosque County Jail	Live Oak County Jail
Brewster County Jail	Lynn County Jail
Callahan County Jail	Madison County Jail
Cameron County Residential Treatment Center	Mansfield Law Enforcement Center
Carson County Jail	McCulloch County Jail
Castro County Jail	Mills County Jail
Childress County Jail	Nolan County Jail
Coleman County Jail	North Richland Hills Police Department
Collingsworth County Jail	Nueces County Substance Abuse Treatment Facility
CoreCivic - Austin	Parmer County Jail
CoreCivic - Corpus Christi	Pecos Municipal Justice Center
CoreCivic - Dallas	Reagan County Jail
CoreCivic - El Paso	Scurry County Jail
CoreCivic - Fort Worth	Seagoville Police Department
Crockett County Jail	Shackelford County Jail
Dalworthington Gardens Police Department	Somervell County Jail
Denton Police Department	Stephens County Jail
Donley County Jail	Sutton County Jail
Edinburg Transition Center	Taylor County SATF
Everman Police Department	Terrell County Jail
Freestone County Jail	Trinity County Jail
Frisco Police Department	Upton County Jail
Gray County Jail	Uvalde CCF Jail
Hardeman County Jail	Val Verde County Processing Facility - Operation Lone Star
Hutchins Police Department	Young County Jail
Jim Hogg County Processing Facility - Operation Lone Star	Zavala County Jail

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# SOFTWARE AND HARDWARE SERVICE LEVEL AGREEMENT

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Support and maintenance will be provided through phone support, remote access, remote testing, and on-site labor. Phone support, remote access, and remote testing of EQUIPMENT are available between 8:00 a.m. and 10:00 p.m. CST on business days. To the extent that any service window described herein is not practicable given the security protocols at the applicable facility, the parties will work together to address the problem in a timely manner.

Maintenance/repair calls from the facility will be resolved in the manner outlined in this section (subject to the limitations set forth above):

**"Major Emergency"** shall be defined as an occurrence of any one of the following conditions:

- A failure of any hardware that prohibits system operation.
- A failure of network equipment due to inclement weather, lightning storms, etc. that prohibits system operation.

For a "Major Emergency", PROVIDER will attempt to respond to the service problem within thirty (30) minutes of the initial trouble report by the facility through the use of remote testing or access. If the system is not accessible for remote access, PROVIDER will dispatch a qualified technician on-site at the facility.

**"Minor Failure"** shall be defined as a system failure or problem other than a "Major Emergency" item as listed above.

For a "Minor Failure" PROVIDER will attempt to respond to the service problem within four (4) hours of the initial trouble report using remote testing or access or, if the Routine Service is an issue/defect, the issue/defect will be resolved using the Support Ticket Process described below. In the event of minor failure, PROVIDER will ship necessary parts for facility staff or PROVIDER technicians to conduct maintenance or repairs.

**SUPPORT TICKET PROCESS:** All service and support activities are managed through the PROVIDER Ticketing System. PARTICIPANT agrees to use the ticketing system as a means to contact PROVIDER when requesting service and support related to the operation of the SYSTEM. When a ticket is submitted by an employee at the Facility, PROVIDER will observe the following process.

1. When the ticket is submitted by the Facility, an automated email notification will be sent to the PROVIDER group support email and the email of the assigned Solutions Advisor.
2. The ticket is assigned to PROVIDER Facility Support Representative, and the status is changed from 'Pending' to 'In-Progress'.
3. Support Representative analyzes the contents of the ticket and classifies it as a Major Emergency or Minor Failure.
4. Activities necessary to fulfill support requests are conducted within the confines of PROVIDER's ability to provide a solution. This includes but is not limited to answering questions, gathering additional information, troubleshooting issues, testing equipment, dispatching field technicians, and conducting service labor. Once the necessary labor is conducted to the satisfaction of the Facility, the status of the ticket is manually changed from 'In-Progress' to 'Complete'.
5. The completed ticket is reviewed by PROVIDER's Administrative Support Team for quality assurance purposes. If the ticket meets or exceeds the quality expectations based on subjective criteria, the ticket status is changed from 'Complete' to 'Closed'. If the ticket does not meet or exceed the quality expectations based on subjective criteria, the ticket status is changed from 'Complete' to 'In-Progress' and additional support activities listed in step 4 are conducted.
6. All closed tickets are archived in the PROVIDER system for review.

# RECORDS RETENTION, BACKUP, AND DISASTER RECOVERY

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There is no local server or storage or data on-site at the jail. Cidnet uses enterprise cloud-based data storage solutions to support the system.

Cidnet utilizes a secure co-location facility in Omaha, NE, Scott-Tech, to host servers that support all systems and technology. Scott Tech offers state-of-the-art infrastructure, customizable service options and superior protection against downtime. The Uptime Institute has awarded Scott Data Center with Tier III Certification. Entry to the Scott Tech Data Center requires fingerprint identification and a certified ID badge which must be acquired via an in-depth approval process. The design and construction of the building serve as the foundation for keeping data safe, ensuring the data we store is protected from disasters, both natural and man made. Features of the building include:

- A cast-in-place concrete structure designed to resist 250+ mph winds, floods, tornadoes, and earthquakes
- Deep foundations designed to resist the uplift forces from tornadoes
- A K-12 rated barrier wall that can withstand the impact of a 15,000-pound vehicle traveling toward it at 50 mph
- A limited number of exterior windows, all of which have a bullet-resistant glazing

Additional disaster recovery information on the security of the location Cidnet utilizes to protect data and ensure system operation can be found at the following website:  
<https://www.scottdatacenter.com/solutions/>.

Should members of the evaluation team have additional questions regarding Cidnet's Disaster Recovery Plan, please contact us.



## RFP # 8710 Inmate Telephone Services

### SCOPE

The City of Denton is requesting proposals interested and capable vendors to provide inmate telephone service including telephones for inmates in custody at the Denton Police Department Detention Center.

The City intends to enter into a concession-type contract for a period of three (3) years from date of award, with the option to renew for an additional two (2) one

- (1) year terms, which will automatically renew unless either party notifies the other party in writing at least 60 days in advance of the expiration of the contract of its intent not to extend the agreement. Proposals must clearly explain how any alternatives meet or exceeds the RFP requirements and how the alternatives will achieve the same goals and results.

Crown Correctional Telephone has read and agrees to this requirement.



## RFP # 8710 Inmate Telephone Services

### BIDDER QUALIFICATIONS

City requirements are as follows but not limited to the following;

The selected contractor will be required to assume prime responsibility for the contract and will be the sole point of contact with regards to the Inmate Telephone System (ITS), installation and maintenance. Services must include the ability for collect calls, prepaid calls and payment of calls through a payment platform. Bidders must be a reputable, qualified and experienced in providing inmate telephone services in a detention facility. Bidders must meet the following minimum qualifications:

Crown Correctional Telephone has read and agrees to this requirement. Originally, our calling platform, Cidnet, was designed to eliminate what is commonly referred to as a "Collect Call" due to the lack of need in County Jail environments where prepaid debit time is available through a commissary company. With that said, we have recognized the need for single calling (Collect Calls) in more short-term housing environments such as municipal jails. For that reason, we have taken this need to our development team, and the need is currently in development with an expected deployment timeframe of Quarter One in 2025. Currently, the called party receives an automated message when dialed that someone is trying to reach them from the Denton Police Department Detention Center and directs them to [customer.cidnet.net](http://customer.cidnet.net) to create an account.

1. **Company Profile** – Bidder must include a brief history of the company and shall be regularly and continuously engaged in the business of providing and administering inmate telephone services and installation for the past five (5) years to a minimum of three (3) within a city and/or county jail facility.  
Crown Correctional Telephone has read and verifies we meet this requirement.
2. **References** – Experience must be demonstrated by references provided by the bidder at the time of the bid, all references must be individuals working directly with or managing the day-to-day operations of the inmate telephone system.  
Crown Correctional Telephone has read and has met this requirement.
3. **Credentials** – Bidder shall possess, at the time the proposal is submitted and through the term of the contract, all permits, licenses and professional credentials necessary to supply and perform services as specified under this RFP.  
Crown Correctional Telephone has read and verifies we meet this requirement.
4. **Security and Background Checks** – Bidder's employees, agents and subcontractors entering the facilities, must submit to and pass a security and background check performed by the Denton Police Department and will be subject to Jail security procedures while on-site.
  - a. Failure to pass or comply with the background process will prohibit an individual from entry into the Denton Police Department on behalf of or to perform work for the Contractor.
  - b. If a Clearance is refused for any individual, the Contractor will be notified and the Contractor shall provide a replacement suitable to the Denton Police Department.

Crown Correctional Telephone has read and agrees to this requirement.

5. **Maintenance and Support** – Bidders must describe in detail how the proposed systems will be maintained and supported for the duration of the contract term, to ensure reliable service for inmates and consistent access to system controls and reporting capabilities by the Denton Police Department.

Crown Correctional Telephone has read and has met this requirement.

6. **Implementation Plan** – Bidders shall provide a narrative description and proposed timeline for the implementation of the required inmate telephone system and services.

Crown Correctional Telephone's platform, Cidnet, has already been implemented and installed at the Denton Police Department Detention Center.

7. **Trained Staff** – Bidder's organization must have qualified, trained and certified staff dedicated to the sole purpose of supporting the inmate telephone system installed including, but not limited to, service technicians and technical support for the life of the contract awarded pursuant to this RFP.

Crown Correctional Telephone has read and verifies we meet this requirement.

## RFP # 8710 Inmate Telephone Services

### SPECIFIC REQUIREMENTS

The following are the minimum requirements for services, including equipment to be provided. Advanced or alternative technology that provides at least the levels of the specific functionality of the equipment and services described may be proposed with a description of how the alternative(s) meets or exceeds the specified requirements. All services are to be provided at no cost to the City.

#### Inmate Telephone System

Contractor shall provide a comprehensive ITS package.

Crown Correctional Telephone has read and agrees to this requirement.

1. Inmate telephone service network package must have reliability, stability and ease of use.

Crown Correctional Telephone has read and verifies our system, Cidnet, meets this requirement.

2. Contractor is responsible for paying for and installing all physical plant requirements (power, security, data, cabling, physical space, HVAC, etc.) unless otherwise specified in writing by the City.

Crown Correctional Telephone has read and agrees to this requirement.

3. Contractor is responsible for all cost associated with its system including but not limited to payment of City costs associated with developing and maintaining the software interface. Any cabling, wiring or conduit installed becomes the property of the City at the termination of the contract, unless the City specifically requests that the Contractor remove any or all of the installed cable wiring or conduit, which shall be done at the Contractor's expense.

Crown Correctional Telephone has read and agrees to this requirement.

**Integration**

The Inmate Telephone Service (ITS) shall have the capability to accurately import current call list, which includes blocked, confidential, pre-programmed and others as identified by the Denton Police Department. Contractor must successfully complete importation of the current call list prior to the ITS becoming operational.

Contractor shall provide a web-based platform to allow Denton Police Department personnel access to the system from any portal. Contractor shall not limit the number of logins assigned to Department personnel. Proposals should include a description of how access will be provided and any levels of administration access, for example passwords and levels of customized access, such as for blocking numbers and making administrative changes.

All moves, add-ons, changes to and new installs of the equipment, hardware and software (collectively Modifications) that occur during the contract term, will be the sole responsibility of the Contractor. All modifications must be pre-approved by the City and once approval is given, the Contractor shall proceed with the Modifications at their own cost.

Crown Correctional Telephone has read and verifies our system, Cidnet, meets this requirement. The following are the different customizable levels of roles and securities that can be set up within the Cidnet platform at an individual or group level by any properly credentialed user.

1. Edit Inmates
2. Contacts
  - Edit Facility Contacts
  - Edit Portal Contacts
  - Edit Blacklist
3. Voice
  - Edit CUEs
  - View Recording
  - Download Recording
  - View Live
4. Intelligence
  - Bulk Download
  - Utilization Trigger
5. Reports
  - Voice Reports
  - Inmate Contact Report
  - Staff Activity Report
  - Data Transaction Report
  - Inmate Activity Report
6. System
  - Tickets
7. Configuration General
  - Agencies
  - Classifications
  - Areas
  - Profiles
  - Availabilities
  - Races
8. Configuration Voice App
9. Configuration Devices
10. Configuration Inmate
  - Import History
  - Note Categories
11. Configuration Public Portal
12. Configuration Security
  - Titles
  - Staff
  - Group
  - Roles
13. Configuration Utility
  - Device Availability
  - Profile Override

**Schedule**

Contractor shall submit a detailed schedule to the Denton Police Department for approval that includes plans and schedules for installation and operation of telephones. The schedule shall be prepared and implement to minimize impact to facility operations.

The ITS shall become fully operational upon the successful completion of all system integration testing and acceptance by the City, including review and approval by the Detention Manager

and/or Deputy Chief overseeing the Denton Police Department Detention Center. System integration and acceptance test criteria shall include:

1. Telephones: all telephones shall be tested and verified as operational without deficiencies.
2. Administrative functions: there shall be a test run of administrative functions including Denton Police Department password access, the Payment Platform and reports.
3. Phone Numbers: a test to verify that the current call list, including blocked, confidential, pre-programmed and others identified by the Denton Police Department as fully imported and functional.

Crown Correctional Telephone has read and agrees to this requirement. We are the incumbent provider at Denton Police Department Detention Center and our system, Cidnet, is already installed. We would be happy to schedule and complete any follow up training/ testing needing done.

### **General Equipment/Hardware Requirements**

Contractor shall provide telephones suitable for an inmate environment, meaning that the telephones shall be of rugged construction, stainless steel or in combination with a corrosion resistant finish equipped with durable housings and reinforced 12-inch cords, unless the City requests an alternate length. Each telephone is to be a non-coin and tamper-resistant. Equipment must not contain any external removable parts. The wall mounted telephones shall be mounted to cement wall, block wall, stainless steel shrouded columns or protected external enclosures and meet all the requirements for detention and correction grade phones.

1. All handsets, ear and mouthpieces, shall be of heavy-duty construction with no removable parts, and installed in such a manner that no safety hazard is present to the user.
2. Telephones shall be durable, tamper-proof, and consist of rugged steel encased housings and shockproof keypads suitable for the detention and corrections environments to minimize vandalism and destruction of property.
3. All inmate telephones will have adjustable volume control.
4. Telephones must be compatible with the use of TDD/TTY units that may be required for hearing impaired inmates.
5. An uninterruptible filtered power source must be provided for any hardware maintained at each of the facilities. In the event of a commercial power failure, the uninterruptible power source will provide a minimum backup power of at least fifteen (15) minutes to the system.
6. If the system fails, all inmate phones must be automatically disconnected.

Crown Correctional Telephone has read and verifies our system, Cidnet, meets these requirements.

### **Call Monitoring/Recording System**

1. Contractor's inmate telephone service shall have call monitoring features which monitors every call made through the system. The ITS shall identify calls in order to store recorded calls in a manner that identifies them so to be easily located and searched.

Crown Correctional Telephone has read and verifies our system, Cidnet, meets these requirements.

2. A manual on/off switch for each phone shall be located in a secured office or area specified by the Denton Police Department.

Crown Correctional Telephone has read and agrees to this requirement.

3. Permit one-way outgoing calls that are prepaid, billed to the Payment Platform, or charged to the called party.

Crown Correctional Telephone has read this requirement, and as previously stated, this is currently in development.

4. Provide an automated operator telephone system for all calls.

Crown Correctional Telephone has read this requirement, and as previously stated, this is currently in development.

5. At the time of an inmate's attempted collect call to a number that cannot receive collect calls (due to billing restrictions, cell phone, etc.), the system shall put the inmate on hold and offer the called party the option to set up a prepaid account using a credit or debit card. This payment method will allow the collect call that would have otherwise been blocked to be connected as soon as the account is set up. If the called party elects not to set up an account, the inmate is to be informed and the call attempt terminated.

Crown Correctional Telephone has read this requirement, and as previously stated, this is currently in development.

6. Provide international call services through Canada, Mexico, South America and to overseas destinations.

Crown Correctional Telephone has read and verifies our system, Cidnet, meets this requirement.

7. The system shall provide an automated operator with friendly voice prompts that give information and instructions to both the inmate and the called party. The automated voice prompts must be capable of facilitating an inmate's call from off the hook to hang up. Explain the types of prompts available through the automated operator system.

Crown Correctional Telephone has read this requirement, and as previously stated, this is currently in development.

8. The system must be capable of responding to English and Spanish speaking inmates. There shall be dialing instructions provided in English and Spanish on each inmate phone set. System prompts, warnings and messages must be available in English and Spanish. The vendor must describe how this will be accomplished with the proposed phone sets. If needed, additional languages must be available at no cost to Denton Police Department.

Crown Correctional Telephone has read this requirement and verifies our system, Cidnet, meets this requirement. Our system has automated dialing instructions in English and Spanish. Currently, our phones do not have physical dialing placards on them at the facility.

9. Free Calls - Telephone located in the intake area will be configured to allow inmates to make unlimited free local calls to landline and cell phones, at no cost to the City. These calls shall not require a booking number PIN/ID.

Crown Correctional Telephone has read and verifies our system, Cidnet, meets this requirement.

10. The ITS shall at all times:

- a. Mute the inmate's ability to speak to the call recipient until the call is accepted
- b. Not allow the inmate to hear the recipient until the call is accepted
- c. Disable the telephone keypad during a call

Crown Correctional Telephone has read and verifies our system, Cidnet, meets this requirement.

11. The inmate telephone system must generate a detailed call record for every inmate call attempt. All call detail records must be collected and stored in real-time at a central, secure location with redundancy.

Crown Correctional Telephone has read and verifies our system, Cidnet, meets this requirement.

12. All call detail records shall be stored on-line, available at the system workstation, for the entire duration of the contract.

Crown Correctional Telephone has read and verifies our system, Cidnet, meets this requirement. Call records will be available even after the termination of the contract.

13. Call Detail Reports should be available to Denton Police Department on a real time basis via the on-site PC workstation. The system must be capable of allowing the user to specify limiting parameters for call searches, such as a search for all calls during a specified time period, calls placed by a specific inmate, calls to a specific destination number, etc.

Crown Correctional Telephone has read and verifies our system, Cidnet, meets this requirement.

14. The system shall have 100% digital call recording as a feature; however, calls to attorneys will not be recorded. This feature will allow real time recording of individual calls, online storage of each recording for a minimum of one (1) year and shall have the ability to off-load a specific call to a recording medium that retains a chain of evidence admissible in a court of law. The recording feature must be able to be deactivated on a per-number dialed and/or per PIN basis. The system must allow for the ability to mark individual recorded calls to prevent the deletion when the normal storage period is expired. Such protected calls shall be maintained until such protection is removed.

Crown Correctional Telephone has read and verifies our system, Cidnet, meets this requirement.

15. The system must be able to detect, alert and mark (flag) three-way calling. Such detection of each three-way call attempt shall have the ability to mark (or flag) in the call detail record such call attempt as a fraudulent call attempt. The system shall monitor each line for events that appear to be a three-way call attempt from the called party.

Crown Correctional Telephone has read and verifies our system, Cidnet, meets this requirement. The Cidnet voice app will detect Multi-Party Recordings where the system picks up more than one unique speaker on the audio feed of the called party. The system can be configured to submit notice to staff when instances of three-way calls are potentially detected.

16. The system shall not allow chain dialing and secondary tones, "hook and switch dialing," and other fraudulent activities. Inmates shall be required to hang up before dialing a new number. **Crown Correctional Telephone has read and verifies our system, Cidnet, meets this requirement.**

17. Calls may be blocked for collect calls to unbillable numbers or when the call recipient refuses to pay for calls. However, for any number that is blocked related to the inability or failure of the call recipient to pay past or current charges, the call recipient and inmate shall be provided the opportunity to complete the call by a prepaid format. If both the call recipient and inmate decline to continue the call in a prepaid format, the service provider may block/not authorize the call to continue.

**Crown Correctional Telephone has read and verifies our system, Cidnet, meets this requirement apart from single calling, which is still in development.**

### **Tracking**

The system inmate telephone services must have the ability to locate and provide information in a simple format that can search, at minimum, using any or all of the following criteria:

1. Inmate PIN/Booking number
2. Date and time
3. Call type (i.e. payment platform, collect, free)
4. Called number; and
5. Call status including incomplete, complete calls and three-way call detection
6. Geo-tracking and locating called numbers

**Crown Correctional Telephone has read and verifies our system, Cidnet, meets this requirement except for geo-tracking.**

### **Security**

1. Flag, archive and generate alert reports for unauthorized call attempts, including attempts to Restricted Numbers.
2. Provide the ability for authorized Denton Police Department personnel to selectively monitor call activity in real time and to immediately terminate any call.
3. Retrieve and generate inmate unauthorized call activity logs for call periods as specified by the City.
4. Provide for all calls to be monitored, recorded, and archived with the exception of calls made to unmonitored numbers. Phone numbers for Criminal defense attorneys, Denton County Public Defender will be identified as unmonitored numbers. Phone numbers for criminal defense attorneys must be verified by the Denton Police Department and shall be programmable by the Contractor into the ITS. Contractor shall not delete, add or change any unmonitored number without the approval of the Denton Police Department.
5. The system must have the ability to report user activity within the system. Such report shall list the user logged into the system at the time, the date, and activity. The system must allow authorized Denton Police Department staff options to generate audit reports for all users and for individual users and for all activities and specified activities.



6. Provide sufficient security safeguards to preclude fraudulent use of the system. Such safeguards shall include, but not limited to:
  - a. The prevention of incoming calls;
  - b. Detection and rejection of outgoing calls to Restricted Numbers and otherwise unauthorized numbers and calls; and
  - c. Attempts to initiate 3-way calls, call forwarding and calls to non-billable numbers.
7. Provide for automated turn on and shut off of telephones at times designated by the Denton Police Department.
8. Have the capability to record the content of all telephone connections. The recorded call must be stored for retrieval for a period of at least two (2) years after the call is placed and the system must have the capability to transfer the recorded calls to removable media for archiving, or review. Contractor must have the ability to search and access stored calls and deliver the call at the request of the Denton Police Department or pursuant to a court order, which shall be done at no cost to the City.

Crown Correctional Telephone has read and verifies our system, Cidnet, meets the requirements in this section.

### **Training**

The contractor will provide training on the inmate telephone workstation features and usage for all workstations. Contractors shall provide a detailed scope of training, including training schedule, length of training, various times training can be provided and number of personnel that can attend a training session. Training should occur no later than fourteen (14) days from the “go live” date, at no cost to the City.

Crown Correctional Telephone has read and agrees to this requirement. As previously stated, our proposed Cidnet system is already installed, and training has taken place. We will be more than happy to provide follow-up training as needed/ when needed at the discretion and flexibility of the facility.

### **Payment, Billing and Charges**

Payment Platform – Proposals must include a proposed payment platform with a discussion of what it will include and how it will interface with the City and systems of other vendors. The proposal should explain how the inmates will access the payment platform and how funds in and out of the payment platform will be tracked for the inmate.

Crown Correctional Telephone has read this requirement. Current payments within the system are all on behalf of the outside contact with no integration needed.

Pre-Pay Calling Service – In addition to traditional collect call service, the City of Denton requires that the Contractor provide pre-pay options for called parties. The pre-pay calling option must allow friends and family members (Users) the ability to establish an account directly with the vendor. Contractor’s payment platform must meet the following minimum criteria:

The vendor should describe available Pre-Pay Calling Options to include at a minimum the proposed approach to the following:

1. Prepaid account set up
2. Accept funds for inmates, including funds from family and friends, for placement in an account established and operated by Contractor for use by an inmate

3. Account replenishment options and methods
4. Account balance inquiries and notifications  
Crown Correctional Telephone has read this requirement. All accounts are created by the customer managed on-line at customer.cidnet.net. Customer accounts can be replenished, and account balances inquiries and notifications are all available at customer.cidnet.net.

### **Billing**

Contractor is responsible for the billing and collection of all inmate calls in accordance with the FCC and NCUC recorded and approved tariff rates and the contract. Contractor is responsible for revising and updating billing and collection practices to comply with changes in the law, including regulations, and with court orders and decisions.

1. The City will not responsible for any uncollectible charges, including but not limited to incomplete calls and bad debt on collect calls.
2. Contractor shall not bill users for incomplete calls (e.g. network intercept recordings, busy signals, no-answers).
3. All billing must be direct to the inmates or third parties, such as family members, without involvement of the City.

Crown Correctional Telephone has read and verifies our system, Cidnet, meets the requirements in this section.

### **Rates, Fees and Revenue Share**

Fair rates to inmates and their families is an important part of the phone system. Bidders shall submit a proposal with one rate fee and revenue shared bid. Bidders shall not propose alternatives rates and revenue shared options.

1. Per Minute Rates - Per Minute Rates ((1) local, (2) intralata, (3) interlata, (4) interstate, and (5) international) and Connect Fees for Payment Platform, Prepaid, and Collect calls. All rates shall comply with FCC-allowed rates and mandates. Bidders must provide these rates within the Bid Response Packet.

Crown Correctional Telephone has read and verifies our system, Cidnet, meets this requirement.

2. Fees - Each and every fee and surcharge that will be charged to anyone. This must include all call and call payment charges, including any for the Payment Platform and Collect call acceptors. Fees shall comply with all FCC-allowed rates and mandates. The successful bidder shall not charge any other fee or surcharge or impose any other cost or charge.

Crown Correctional Telephone has read and agrees to this requirement.

3. Revenue Share - The contractor shall describe the commission to be paid to the City based on a percentage of revenues. Explain in detail the method used to calculate commission (e.g. gross revenue, adjusted gross revenue, net revenue, etc.) State any applicable deductions from gross revenue before calculating the City's revenue, (i.e. uncollectable calls, total calls, access line charges, etc.)

Crown Correctional Telephone has read this requirement and is proposing the newly implemented FCC regulations for no commission payments with calling rates not to exceed the equivalent of \$0.12 per minute of usage.

4. The Revenue Share Rate offered by the Contractor shall be payable to the City no later than the 10th of each month. Each commission check to the City shall be accompanied by a detailed statement of usage and call records, including but not limited to time period covered, commission rate applied, number of minutes and total revenue. If any payments due are not received by the City within the period specified, the City shall be entitled to recover interest thereon. Said interest shall be at the rate of ten (10) percent per annum or any portion thereof (based upon a 365/66-day year) calculated from the date payment is due.

Crown Correctional Telephone has read and proposing no payment of commissions.

5. The contractor shall be responsible for any and all billing disputes, claims or liabilities that may arise in regard to its provision of this contract.

Crown Correctional Telephone has read and agrees to this requirement.

### **Monthly Financial Reports**

The proposed ITS should be capable of generating monthly reports for the City including:

#### **Revenue Statement:**

- (a) Total revenue by billing and call type
- (b) Total Revenue
- (c) Total City Revenue Share
- (d) Total Intestate Revenue

#### **Summary Call Reports:**

Each report shall contain, at minimum, the following breakdowns:

- (a) Call type
- (b) Payment method
- (c) Number of calls
- (d) Percentage of total calls
- (e) Number of call minutes
- (f) Revenue generated from call (including all fees)

(g) Percentage of total minutes

(h) Calculation of City Revenue Share Payment

(i) Total Revenue

(j) Percentage of total revenue

Crown Correctional Telephone has read and agrees to this requirement.

### **Year-End Summary Reports**

1. Contractor shall submit Year-End Summary Reports, including Annual ITS Management Reports to the City, pertaining to the Services.
2. Annual Summary Reports at a period to be determined by the City (e.g. fiscal, calendar year, or annually from service start date).
3. The reports shall minimally provide total call volume, total minutes, and total revenue for each Bill Type (Collect, Prepaid, Payment Platform) and volume of usage through phones or by Call Type (Local, Intralata, Interlata, Interstate, and International calls), whether calls were placed by telephone or tablet and shall also include an aggregate total of each of these values.

Crown Correctional Telephone has read and agrees to this requirement.

### **Maintenance and Repairs**

Contractor is responsible for all maintenance and repairs to telephones and the ITS. A single point of contact with the Contractor, via a toll-free telephone number and an e-mail address, must be provided and maintained by the Contractor for reporting all inmate telephone problems. The contractor shall provide a tiered response to service events: Contractor shall provide a tiered response to service events:

Priority 1, 30% or more of system functionality adversely affected, within 2 hours; Priority 2, 5% - 29% of system functionality adversely affected, within 24 hours; and Priority 3, 5% or less of system functionality adversely affected, within 72 hours.

All equipment, including installed items shall remain the sole and exclusive property of the Contractor and Contractor's sole responsibility.

Contractor shall provide all necessary labor, parts, materials, technical personnel to maintain the ITS, including all telephones and related equipment, in good working order. Contractor shall perform preventive maintenance including all maintenance for compliance with the equipment manufacturer's specifications throughout the term of the contract.

The Contractor shall notify the City at least twenty-four (24) hours prior to any planned occurrence that may result in a service interruption to any inmate phone or service that lasts more than fifteen (15) minutes.

The City is not be responsible for any damage to equipment.

Contractor shall develop procedures and schedules and conduct Preventive Maintenance on ITS and all equipment. Contractor shall provide the schedule and procedures to the Denton Police Department.

Crown Correctional Telephone has read and agrees to these requirements. A copy of our Software and Hardware Service Level agreement was included with the bid. Additionally, Crown Correctional Telephone provides 24/7/365 support by calling 1-888-639-6789.

### **Backup and Disaster Plans**

Contractor must have a detailed back-up or redundancy plan, as a well as a disaster recovery plan. Contractor must have clear processes, policies and procedures for continuation of the services consistent with all requirements in the RFP preceding and/or following a natural or human-induced disaster. These should be included in the proposal.

Crown Correctional Telephone has read and agrees to this requirement.

EXHIBIT G-CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

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. CROWN CORRECTIONAL TELEPHONE, INC

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

3 Name of local government officer about whom the information in this section is being disclosed. NONE 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?
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?
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?
D. Describe each employment or business and family relationship with the local government officer named in this section.

4 I have no Conflict of Interest to disclose.

5 Signature of vendor doing business with the governmental entity Date 11/25/2024

## Certificate Of Completion

Envelope Id: 8F20C68E-9EB3-4168-85C8-DCEA8DCBE1BB  
 Subject: Please DocuSign: City Council Contract 8710 Inmate Telephone Services  
 Source Envelope:  
 Document Pages: 59  
 Certificate Pages: 6  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:  
 Ginny Brummett  
 901B Texas Street  
 Denton, TX 76209  
 Ginny.Brummett@cityofdenton.com  
 IP Address: 198.49.140.10

## Record Tracking

Status: Original  
 2/3/2025 12:25:27 PM

Holder: Ginny Brummett  
 Ginny.Brummett@cityofdenton.com

Location: DocuSign

## Signer Events

Ginny Brummett  
 ginny.brummett@cityofdenton.com  
 Buyer  
 City of Denton  
 Security Level: Email, Account Authentication  
 (None)

## Signature


**Completed**  
 Using IP Address: 198.49.140.10

## Timestamp

Sent: 2/3/2025 12:50:58 PM  
 Viewed: 2/3/2025 12:51:25 PM  
 Signed: 2/3/2025 12:51:45 PM

**Electronic Record and Signature Disclosure:**  
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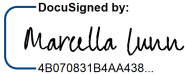
Lori Hewell  
 lori.hewell@cityofdenton.com  
 Purchasing Manager  
 City of Denton  
 Security Level: Email, Account Authentication  
 (None)

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

Sent: 2/3/2025 12:51:47 PM  
 Viewed: 2/3/2025 1:12:56 PM  
 Signed: 2/3/2025 1:14:04 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Marcella Lunn  
 marcella.lunn@cityofdenton.com  
 Senior Deputy City Attorney  
 City of Denton  
 Security Level: Email, Account Authentication  
 (None)

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

Sent: 2/3/2025 1:14:06 PM  
 Viewed: 2/3/2025 1:41:06 PM  
 Signed: 2/3/2025 1:45:34 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Derrick Ploutz  
 derrick@sterlingcommissary.com  
 Director of Sales  
 Security Level: Email, Account Authentication  
 (None)

  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 192.208.166.237

Sent: 2/3/2025 1:45:36 PM  
 Viewed: 2/3/2025 7:42:35 PM  
 Signed: 2/3/2025 7:48:57 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 7/17/2023 4:55:22 PM  
 ID: 9ace0c73-3b85-4b39-9881-868ec5362a22



**Signer Events**

Jessica Robledo  
jessica.robledo@cityofdenton.com  
Chief  
Security Level: Email, Account Authentication (None)

**Signature**

Signed by:  
*Jessica Robledo*  
4210CB008EFC4EC...  
Signature Adoption: Pre-selected Style  
Using IP Address: 35.150.38.184  
Signed using mobile

**Timestamp**

Sent: 2/3/2025 7:49:00 PM  
Viewed: 2/3/2025 8:13:40 PM  
Signed: 2/3/2025 8:16:06 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 2/3/2025 8:13:40 PM  
ID: a7285f7a-b976-407b-99ac-acc071dd2590

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

Sent: 2/3/2025 8:16:09 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Sara Hensley  
sara.hensley@cityofdenton.com  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Lauren Thoden  
lauren.thoden@cityofdenton.com  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

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

**COPIED**

Sent: 2/3/2025 12:51:47 PM

**Electronic Record and Signature Disclosure:**  
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Gretna Jones  
gretna.jones@cityofdenton.com  
Legal Secretary  
City of Denton  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 2/3/2025 8:16:08 PM  
Viewed: 2/5/2025 10:20:38 AM



<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

City Secretary Office  
citysecretary@cityofdenton.com  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Shanika Mayo  
Shanika.Mayo@cityofdenton.com  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Mary Martin  
mary.martin@cityofdenton.com  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	2/3/2025 12:50:58 PM
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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To contact us by email send messages to: [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com)

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

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

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

**Required hardware and software**

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

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

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

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

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