

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH SUBNET SOLUTIONS, INC., FOR THE PURCHASE OF SUBSTATION REMOTE TERMINAL UNIT (RTU) SOFTWARE AND HUMAN MACHINE INTERFACE (HMI) SOFTWARE FOR DENTON MUNICIPAL ELECTRIC, WHICH IS THE SOLE PROVIDER OF THIS SOFTWARE, IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE 252.022, WHICH PROVIDES THAT PROCUREMENT OF COMMODITIES AND SERVICES THAT ARE AVAILABLE FROM ONE SOURCE ARE EXEMPT FROM COMPETITIVE BIDDING, AND IF OVER \$50,000, SHALL BE AWARDED BY THE GOVERNING BODY; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 7874 – AWARDED TO SUBNET SOLUTIONS, INC., FOR THREE (3) YEARS, WITH THE OPTION FOR TWO (2) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF \$306,940.00).

WHEREAS, Section 252.022 of the Local Government Code provides that procurement of items that are only available from one source, including items that are only available from one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; electricity, gas, water, and other utility purchases; captive replacement parts or components for equipment; and library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and need not be submitted to competitive bids; and

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

WHEREAS, the City Council wishes to procure one or more of the items mentioned in the above paragraph; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The following purchase of materials, equipment, or supplies as described in the “File” listed hereon, and on file in the office of the Purchasing Agent, and the license terms attached are hereby approved:

| <u>FILE</u> <u>NUMBER</u> | <u>VENDOR</u> | <u>AMOUNT</u> |
|------------------------------|------------------------|---------------|
| 7874 | Subnet Solutions, Inc. | \$306,940.00 |

SECTION 2. The City Council hereby finds that this bid, and the award thereof, constitutes a procurement of items that are available from only one source, including items that are only available from one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; electricity, gas, water, and other utility purchases;

captive replacement parts or components for equipment; and library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials and need not be submitted to competitive bids.

SECTION 3. The acceptance and approval of the above items shall not constitute a contract between the City and the person submitting the quotation for such items until such person shall comply with all requirements specified by the Purchasing Department.

SECTION 4. The City Manager, or their designee, is hereby authorized to execute the contract relating to the items specified in Section 1, attached hereto, and the expenditure of funds pursuant to said contract is hereby authorized.

SECTION 5. 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 6. This ordinance shall become effective immediately upon its passage and approval.

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

| | Aye | Nay | Abstain | Absent |
|--|------------|------------|----------------|---------------|
| Mayor Gerard Hudspeth: | _____ | _____ | _____ | _____ |
| Vicki Byrd, District 1: | _____ | _____ | _____ | _____ |
| Brian Beck, District 2: | _____ | _____ | _____ | _____ |
| Jesse Davis, District 3: | _____ | _____ | _____ | _____ |
| Alison Maguire, District 4: | _____ | _____ | _____ | _____ |
| Brandon Chase McGee, At Large Place 5: | _____ | _____ | _____ | _____ |
| Chris Watts, At Large Place 6: | _____ | _____ | _____ | _____ |

PASSED AND APPROVED this the _____ day of _____, 2022.

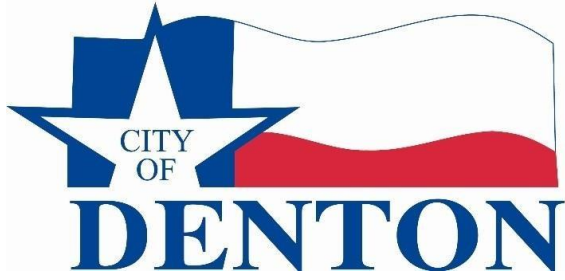
GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn
Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o, ou=City of Denton, email=marcella.lunn@cityofdenton.com, c=US
Date: 2022.05.31 17:32:11 -05'00'



DocuSign City Council Transmittal Coversheet

| | |
|--------------------------|-------------------|
| FILE | 7874 |
| File Name | subnet solutions |
| Purchasing Contact | christa christian |
| City Council Target Date | |
| Piggy Back Option | Not Applicable |
| Contract Expiration | |
| Ordinance | |

**CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND SUBNET SOLUTIONS, INC.
(FILE 7874)**

THIS CONTRACT is made and entered into this date _____, by and between SUBNET SOLUTIONS, INC. a corporation, whose address is #110, 916 42 Ave SE, - CALGARY, ALBERTA – T2G 1Z2, hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

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

SCOPE OF SERVICES

Supplier shall provide products and/or services in accordance with Subnet Solutions Quote: QUO-14633-D1R1-R1, a copy of which is attached as "**Exhibit B.**" The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Special Terms and Conditions (**Exhibit "A"**);
- (b) Subnet Solutions Quote: QUO-14633-D1R1-R1 (**Exhibit "B"**);
- (c) Contractor's Insurance Requirements (**Exhibit "C"**)
- (d) Certificate of Interested Parties Electronic Filing (**Exhibit "D"**);
- (e) Conflict of Interest Questionnaire (**Exhibit "E"**);

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

Prohibition on Contracts with Companies Boycotting Israel

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

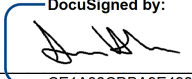
Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

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

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

SUBNET SOLUTIONS, INC.

CITY OF DENTON, TEXAS

DocuSigned by:
BY: 
CE1A98GDBA9E199
AUTHORIZED SIGNATURE

BY: _____
SARA HENSLEY

Name: Ameen Hamdon
Date: 5/31/2022
Title: President

ATTEST:
ROSA RIOS, CITY SECRETARY


4032708885

BY: _____

PHONE NUMBER

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

hamdon@subnet.com

DocuSigned by:
BY: 
4B070081B4AA180...

EMAIL ADDRESS
2022- hamdon@subnet.com

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER (Exhibit D)

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

DocuSigned by:

E3760944C2BF4B5...
SIGNATURE Antonio Puente
PRINTED NAME

DME General Manager

TITLE

Electric

DEPARTMENT

Exhibit A Special Terms and Conditions

1. Total Contract Amount

The contract total for services shall not exceed \$306,940.00. Pricing shall be per Exhibit B attached.

2. Contract Terms

The contract term will be for three (3) years, 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.

3. Frequency

Purchase orders will be issued for products and services as needed during the contract period.

4. Indemnity

THE CONTRACTOR REPRESENTS AND WARRANTS TO THE CITY THAT THE INTELLECTUAL PROPERTY SUPPLIED BY 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, AND THAT NO CLAIMS HAVE BEEN MADE BY ANY PERSON OR ENTITY WITH RESPECT TO THE OWNERSHIP OR OPERATION OF THE INTELLECTUAL PROPERTY. MOREOVER, THE CONTRACTOR DOES NOT KNOW OF ANY VALID BASIS FOR ANY SUCH CLAIMS. THE CONTRACTOR SHALL, AT ITS SOLE EXPENSE, DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL LIABILITY, DAMAGES, AND COSTS (INCLUDING COURT COSTS AND REASONABLE FEES OF ATTORNEYS AND OTHER PROFESSIONALS) ARISING OUT OF OR RESULTING FROM ANY CLAIM THAT THE CITY'S EXERCISE OF ITS LICENSE RIGHTS, AND ITS USE OF THE INTELLECTUAL PROPERTY, THE SUBJECT OF THIS CONTRACT, INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, OR THE BREACH OF ANY OF REPRESENTATIONS OR WARRANTIES STATED IN THE CONTRACT DOCUMENTS. 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.

Exhibit B

Subnet Solutions Quote: QUO-14633-D1R1-R1

SUBNET Solutions Inc

#110, 916 - 42nd AVE SE - Calgary, Alberta - T2G 1Z2
 Phone: 1-403-270-8885 - Fax: 1-403-270-9631 - Website: www.SUBNET.com

**Quote**

| Date | Quote # |
|------------|-------------------|
| 02/14/2022 | QUO-14633-D1R1-R1 |

As per the attached terms & conditions; this quote is valid for 45-days from the date posted above, expiring on 03/31/2022.

Bill To Address:

City of Denton
Laura Cheek
 215 E. McKinney Street

Denton, , , 76201

Phone: 940-349-7169

Fax: 940-349-7334

Ship To Address:

City of Denton
Mark Zimmerer
 215 E. McKinney Street

Denton, , United States, 76201

Phone: 940-349-7169

Fax: 940-349-7334

Project: SUBNET Licenses, Maintenance and Software Development for Substation Automation 5-year Agreement (Jan 1, 2022 to Dec 31, 2026)

| Terms | Rep | P.O. # | Ship Via |
|----------|-----------------|--------|----------|
| *Net 30* | Tatiana Navarro | | FEDEX |

| Ln # | Qty | Part # | Description | Unit Price | Ext Price |
|------|-----|----------|--|------------|-------------|
| 1 | 18 | SUBP-218 | SubstationSERVER.NET - SubstationSERVER.NET v2.0 <i>New Licenses:</i> <i>v2.23 or latest release</i> <i>Option Set 3 includes: 50,000 Points / 100 Ports /</i> <i>All Standard Client and Server Protocols</i> <i>Also Includes:</i> <i>Calculator</i> <i>SEL</i> <i>Data Logger</i> <i>Channel Redundancy</i> <i>System Redundancy</i> <i>Price reflects 10% software discount. List Price:</i> <i>\$4,200 USD</i> <i>Discounted pricing is based on purchasing the</i> <i>license quantities identified in this quotation within</i> <i>a 3 year time frame.</i> | \$3,780.00 | \$68,040.00 |
| 2 | 5 | SUBP-284 | SubSTATION Explorer 2015 <i>New Licenses:</i> | \$4,500.00 | \$22,500.00 |

SUBEX V2015

Includes: Alarm (local), web/email, master protocols, power system objects, single lines, groups, trends, email server, home page, security, 24 hour time limited. Includes SSNET Limited.

Price reflects 10% software discount. List Price:
\$5,000 USD

Discounted pricing is based on purchasing the
license quantities identified in this quotation within
a 3 year time frame.

| | | | | | |
|---|----|----------|---|------------|--------------|
| 3 | 2 | SUBP-211 | SubstationSERVER.NET - Developer's License <i>New Licenses:</i> v2.23 or latest release <i>This is a permanent license that has enabled all features but only runs for 8-hours once started. This license is used to just develop and run files in a lab environment.</i> <i>All standard master and slave protocols Calculator, DNP3 and SEL FM change and commit.</i> | \$2,000.00 | \$4,000.00 |
| 4 | 2 | SUBP-285 | SubSTATION Explorer 2015 Developer's Edition <i>New License:</i> SUBEX Developer V2015 <i>This is a permanent license that has enabled all features but only runs for 8-hours once started. This license is used to just develop and run files in a lab environment.</i> <i>All standard master and slave protocols Calculator, DNP3 and SEL FM change and commit.</i> | \$2,500.00 | \$5,000.00 |
| 5 | 9 | SUBP-442 | SubSTATION Server Substation Edition Option Set 2 - Full Continuous Current Evolution Program including Major Single Version Upgrade <i>Includes Major Version Upgrades, Priority Help Desk Support, Patch Management Email Bulletins and SUBNET Continuous Current Incentive Plan for the term of January 1, 2022 to December 31, 2026.</i> | \$1,400.00 | \$12,600.00 |
| 6 | 58 | SUBP-443 | SubSTATION Server Substation Edition Option Set 3 - Full Continuous Current Evolution Program including Major Single Version Upgrade <i>Includes Major Version Upgrades, Priority Help Desk Support, Patch Management Email Bulletins and SUBNET Continuous Current Incentive Plan for the term of January 1, 2022 to December 31, 2026.</i> | \$2,100.00 | \$121,800.00 |
| 7 | 17 | SUBP-410 | SubSTATION Explorer - Substation Edition - Full Continuous Current Evolution Program including Major Single Version Upgrade. <i>Includes Major Version Upgrades, Priority Help Desk Support, Patch Management Email Bulletins and SUBNET Continuous Current Incentive Plan for the term of January 1, 2022 to December 31, 2026.</i> | \$2,500.00 | \$42,500.00 |

| | | | | | |
|----|-----|--------------|--|------------|-------------|
| 8 | 7 | SUBP-445 | SubSTATION Server Developers Edition - Full Continuous Current Evolution Program including Major Single Version Upgrade <i>Includes Major Version Upgrades, Priority Help Desk Support, Patch Management Email Bulletins and SUBNET Continuous Current Incentive Plan for the term of January 1, 2022 to December 31, 2026.</i> | \$1,000.00 | \$7,000.00 |
| 9 | 2 | SUBP-411 | SubSTATION Explorer - Developers Edition - Full Continuous Current Evolution Program including Major Single Version Upgrade <i>Includes Major Version Upgrades, Priority Help Desk Support, Patch Management Email Bulletins and SUBNET Continuous Current Incentive Plan for the term of January 1, 2022 to December 31, 2026.</i> | \$1,250.00 | \$2,500.00 |
| 10 | 1 | SPECIAL NOTE | SPECIAL NOTE DETAILS: <i>The SUBNET Continuous Current Evolution (CCE) Program benefits will ensure that you have the extra support for your infrastructure in place to ensure the success of your project.</i> <i>This represents a 15% value with the following benefits:</i> <i>- Priority Help Desk Support</i> <i>- Major Version Upgrade at no additional charge</i> <i>- Software Hot Fix Updates</i> <i>- Software Service Bulletins</i> <i>- SUBNET Patch Management Bulletin Access</i> <i>- Patch Management Email Notification Service and Updates</i> <i>- Software License Portability to New Operating Systems</i> <i>- Software License Portability to New Hardware</i> <i>- Training Tour Incentives</i> | \$0.00 | 0.00 |
| 11 | 120 | SUBP-137 | Solution Services <i>City of Denton request to add new features to SSNET:</i> <i>Provide with Software Development estimates to add to SubSTATION Server v2021 the following functionality for Redundancy Failover and Reboot Enhancements:</i> <i>- In the Redundancy Service, add the ability to fail over to the backup RTU if the primary RTU CPU burden reaches a user defined percentage for a user defined time. With an enable and disable.</i> <i>- In the Redundancy Service, add the ability to fail over to the backup RTU if the primary RTU memory usage reaches a user defined percentage for a user defined time. With an enable and disable.</i> <i>- In the Redundancy Service, add the ability to reboot the primary RTU if the CPU burden reaches a user defined percentage for a user defined time and/or if the primary RTU memory usage reaches a user defined percentage for a user defined time. With an enable and disable.</i> <i>- The ability to reboot the primary RTU if it</i> | \$175.00 | \$21,000.00 |

receives a control from a SCADA master that is sent to a SubSTATION Server DNP3 Slave which is currently running on the Primary Gateway. So if the Primary is Hot. However, if the Secondary Gateway is Hot (which means DNP3 slave is running on Secondary), a reboot will not occur on the Primary, nor even the Secondary.

- See Design Documents for more details.

Note: These hours are estimated and will be billed based on time and materials.

**PURCHASE ORDERS MUST REFERENCE QUOTE #:
QUO-14633-D1R1-R1**

All Prices are in USD Dollars, Shipping is extra.

| | |
|--------------|---------------------|
| Sub Total | \$306,940.00 |
| Sales Tax | \$0.00 |
| Shipping | |
| Total | \$306,940.00 |

**SUBNET QUOTATION
TERMS AND CONDITIONS**

Dec 2013

Unless otherwise agreed by SUBNET Solutions Inc. ("SUBNET") in writing, the terms and conditions of this SUBNET Quotation will govern the sale of any license for the use of the software, any sale of hardware described herein or any SUBNET services to be provided hereunder. SUBNET hereby objects to any additional, conflicting or different terms that may be proposed by you, or if you are authorized by SUBNET to resell such software, hardware or services, your customer, or set out in any purchase order or other document provided by you, or your customer, and no terms or conditions included in any such documents shall apply to the software, hardware or services to be provided or performed hereunder. This SUBNET Quotation may only be accepted within forty-five (45) days from its date by: (i) providing SUBNET with a purchase order or other confirming document, (ii) receiving, downloading or installing the applicable software, hardware or service, (iii) activating the applicable key for the applicable software, hardware or service, or (iv) arranging for or using the applicable software, hardware or service. The availability and features of SUBNET's offered hardware, software and services and the fees and pricing related thereto beyond this date are subject to change without notice. By accepting this SUBNET Quotation, you are accepting the scope, milestones and deliverables (namely, hardware, software and services) as set out herein. This SUBNET Quotation may not be accepted after such date. The agreement created by the acceptance of this SUBNET Quotation is between you and SUBNET. Unless otherwise defined herein, all capitalized terms herein will have the same meaning as ascribed to them in the SUBNET Software License Agreement.

For the purposes of this SUBNET Quotation and unless stated otherwise: "hardware" shall mean the hardware and systems specified in this SUBNET Quotation, including without limitation any accessories, enclosed documentation and embedded software; "maintenance and support services" means the annual maintenance and support services described in the Continuous Current Evolution Program description (a copy of which is available at www.subnet.com/salesorderterms); "professional services" means the training, consulting, and any other services to be provided by SUBNET hereunder as specified in this SUBNET Quotation, other than maintenance and support services; "services" means maintenance and support services and professional services; and "software" shall have the meaning ascribed thereto in the SUBNET Software License Agreement (a copy of which is available at www.subnet.com/salesorderterms). By accepting delivery of software, hardware or services, you agree to be bound by these terms and conditions. All orders are subject to you advising SUBNET of the requirement for, and SUBNET's ability to obtain, on appropriate terms and within a reasonable amount of time, any export license or permit required by applicable government law or regulation. SUBNET shall have the right to cancel any order at any time if you fail to agree to these terms and conditions or materially breach same (including, without limitation, by failing to pay any amounts when due).

Reselling:

Notwithstanding any other term herein, where it is indicated on this SUBNET Quotation that you will be reselling the software, hardware or services to be provided or performed hereunder to the third party indicated on this SUBNET Quotation (your customer), such software, hardware or services are provided to you solely for delivery to your customer at the location indicated on this SUBNET Quotation and on the strict condition that your customer first agrees to all of the terms and conditions of this SUBNET Quotation, and the agreements and other documents incorporated by reference herein, without change. As you are reselling such software, hardware and services to your customer, you shall have no right to use same, other than the limited right to transfer same to your customer in accordance with this SUBNET Quotation. Your customer must accept these terms before the software will be enabled or the hardware or services will be provided.

Software:

By executing and returning this SUBNET Quotation, you acknowledge and agree that the software provided to you hereunder is subject to, and governed by, the terms and conditions of this SUBNET Quotation and the SUBNET Software License Agreement, including, without limitation, all of the rights, restrictions, indemnities, disclaimers and limitations contained therein. The SUBNET Software License Agreement forms part of and is hereby incorporated into, this SUBNET Quotation. These license terms must be accepted before the software will be enabled.

The software is subject to and provided with SUBNET's Five-Year Signature Image Software Warranty (a copy of which is available at www.subnet.com/salesorderterms). This warranty shall be exclusive and in lieu of all other representations, warranties or conditions, whether statutory, express or implied (including representations, warranties or conditions of merchantability, fitness for particular purpose, uninterrupted use and representations, warranties or conditions arising from course of performance or dealing or usage of trade). These warranty terms must be accepted before the software will be enabled. You must notify us in writing of any bug or defect that you find within the hardware, software or services within ten (10) days of receipt of such hardware, software or service. Such notice shall specify the bug or defect identified and provide sufficient detail to enable SUBNET to recreate same. You will be deemed to have accepted such hardware, software or service if you fail to provide such notice within such period.

**Additional Software Terms
(substation/enterprise/developer/evaluation):**

In addition to the terms of the SUBNET Software License, the following terms apply to the software versions as noted: You may only use the Software in the manner and to the extent specified in this SUBNET Quotation and the SUBNET Software License Agreement. The rights and limitations for use of the software depend upon the license type. Substation edition software may only be used in a single remote substation whereas enterprise edition software may only be used to manage multiple remote substations providing centralized control capability. Unless otherwise specifically agreed by SUBNET in writing, such as in an Enterprise License Agreement, substation edition software is licensed for use only on the hardware and with the operating system for which it is first installed. You may only change, modify or upgrade such hardware or operating system with SUBNET's prior approval. Substation edition software may only be used to communicate and/or interface with other substation devices located within that substation and any devices installed on feeders that directly connect such substation to an adjoining substation. Devices

within any other adjoining substations are not included with a substation edition license.

A separate substation edition license is required for each individual substation. If you wish to use the software to communicate and/or interface with substation devices within multiple substations the applicable enterprise edition license of the software is required. Developer edition software may only be used for configuration development and testing. You may not install or use such software in a production environment. Developer edition software may be moved from one hardware to another hardware, provided always that you permanently remove such software from the hardware from which it was moved.

Where you are granted an evaluation license, such software is provided for evaluation purposes only. You may not use such software for any other purpose. You may not install or use such software in a production environment. Notwithstanding any other provision herein (including in the SUBNET Software License) (i) such software is provided on a strictly "as is", "with all faults" basis and without representation, warranty or condition of any kind, express or implied, and (ii) IN NO EVENT SHALL THE TOTAL AND CUMULATIVE LIABILITY OF SUBNET IN RESPECT OF SUCH SOFTWARE EXCEED ONE HUNDRED (\$100) DOLLARS. You acknowledge that such Software shall only operate for the period of time authorized by its installation key, after which time the Software shall cease to function. You agree to not rely on the continued availability for use of the Licensed Software for any purpose whatsoever. You may be asked to evaluate a test or beta version of software. Where you are asked to evaluate software, such software may be provided to you for evaluation prior to its commercial release and may have bugs, errors or defects in same. You agree to provide SUBNET with any data, comments or feedback that you may have in respect of such test or beta software and that SUBNET is and shall remain free to use such data, comments and feedback without limitation and without any need to account to you or anyone else, to provide you or anyone else with any notice, or to obtain your or any other consent. Such software is provided under the terms of this Sales Quotation and the SUBNET Software license as evaluation software and all terms related to evaluation licenses herein shall apply to all test or beta versions of the software.

Services:

SUBNET shall provide to you the professional services selected on this SUBNET Quotation. By executing and returning this SUBNET Quotation, you acknowledge and agree that any professional services to be provided to you hereunder are subject to, and governed by, the description of work provided in the SUBNET Quotation, including the hours, rates, personnel, time schedule and any other charges that may apply to delivery of these services. These terms must be accepted before we can provide you with any professional services.

SUBNET shall provide to you the maintenance and support services selected on this SUBNET Quotation. By executing and returning this SUBNET Quotation, you acknowledge and agree that the maintenance and support services provided to you hereunder are subject to, and governed by, the terms and conditions contained herein.

Unless otherwise specified herein, SUBNET shall perform such services in a manner consistent with the degree of care and skill ordinarily exercised in the software industry in Canada and the United States. SUBNET shall reperform (or, at SUBNET's option, pay a third party to reperform) any defective services (including services performed in conjunction with SUBNET's software) at no cost upon receipt of notice detailing the defect(s) within ninety (90) days of performance of the original Services. Such obligation shall not apply to the extent that the defect arises as a result of: (i) your decision not to comply with the reasonable advice of SUBNET in respect of the services; (ii) SUBNET'S reliance on incorrect information provided by you; (iii) your (including your personnel's) failure to promptly perform its responsibilities as set out herein. All other representations, warranties and conditions concerning the services, including those which may be implied by law, are hereby disclaimed.

Generally, for services performed on a time and expense basis, charges shall include time and expenses incurred in the previous calendar month and for services performed on a fixed-price basis, charges shall include the price of major deliverables substantially completed in the previous calendar month. SUBNET's working hours are typically 8 hours per day. SUBNET personnel are not to work beyond this without approval from SUBNET's project manager. This policy is to ensure that SUBNET personnel are able to consistently deliver high value services in a safe and effective manner. Additional charges may result from modifications to the desired services or from unforeseen conditions.

Unless either party gives written notice of non-renewal within thirty (30) days before the last day of the then applicable term, annual maintenance and support services shall automatically renew for additional one (1) year periods.

Confidentiality:

Neither of us shall disclose to any third party, and each of us shall keep strictly confidential, the confidential information of the other that is disclosed by, or on behalf of, the other to us in the course of the performance of the services, protecting the confidentiality thereof with at least the same level of efforts that it employs to protect the confidentiality of its own proprietary and confidential information of like importance to it and in any event, by reasonable means. Each of us may, however, disclose the confidential information of the other to those of our respective personnel engaged in the performance of the services, and with a need to know, provided that such personnel: (i) are directed to treat such confidential information confidentially and not to use such confidential information other than as permitted hereunder and (ii) are subject to a legal duty to maintain the confidentiality thereof. Neither of us shall use the confidential information of the other except solely as necessary in and during the performance of the services, or as expressly licensed by the other.

Hardware:

By executing and returning this SUBNET Quotation, you acknowledge and agree that any third party hardware provided to you hereunder is subject to, and governed by, the documentation provided by the third party that specifies the terms and conditions for the use of their hardware and other equipment. SUBNET assumes no responsibility for the operation of third party hardware or other equipment delivered under this order and all such issues must be addressed by you directly with the third party hardware supplier. When applicable, SUBNET shall provide you with one (1) copy of related instructions. You may not reproduce such instructions. Where available, you may order additional copies from SUBNET. All instructions and related documentation shall

be in English. Although SUBNET or its representatives may from time to time provide translations of such instructions and documentation as a courtesy, the English version shall govern in the event of, and SUBNET shall not be liable for, any discrepancies.

Shipping:

SUBNET shall pack and ship software and hardware according to its standard procedures, and all shipments shall be sent to you using SUBNET's standard freight forwarder or carrier. You shall pay for any increased costs due to special packing, shipment (including freight forwarders or carriers required by you) or insurance requests, as well as any detention charges. All shipments are made Incoterms EXW (ex works). In any event, acceptance shall be deemed to have occurred no later than thirty (30) days after shipment. You may not return any shipment without prior written consent of SUBNET.

Delivery:

Generally, hardware is delivered within 10-12 weeks after receipt of your request for same. The dates on which the software, hardware, and services specified hereunder will be delivered to you are approximate, and are based in part upon the prompt receipt of all necessary information from you. They do not constitute a contractual obligation.

Fees and Taxes:

In addition to the fees payable for the hardware and your license to use the software as set out herein, you acknowledge that service, support and maintenance fees may be payable in respect of the provision of services (including, development, installation, support or maintenance services). Travel Expenses are billed at actual cost. Typically, such fees are set out herein. If they are not set herein, then SUBNET's then current standard pricing shall apply. The fees payable for the hardware, software and services do not include any applicable sales, use, excise, value-added or other taxes or duties; you are responsible for paying same. All prices are quoted and all payments shall be made in the currency specified in the SUBNET Quotation; where no such currency is specified, then such prices and payments will be deemed to be in US Dollars.

Payment Terms:

Payment terms are net thirty (30) days from the date of invoice. Any change in these payment terms must be agreed to in writing by SUBNET before the sales invoice is issued. SUBNET may, at its sole discretion, impose a late charge equal to the lesser of 1.5% per month (18% per annum) or the highest applicable rate allowed by law on all amounts not paid when due. Any payment made by you will be applied to the oldest amounts due before being applied to current invoices. Notwithstanding the foregoing, your failure to pay amounts due will be deemed a material breach of this SUBNET Quotation, and any acceptance by SUBNET of late payments will not be deemed a waiver of such breach. To the extent allowed by law, SUBNET will be entitled to recover all costs incurred in collecting amounts due from you, including without limitation, legal fees and other costs (including without limitation, disbursements).

International Customers: Additional Terms

Notwithstanding any other provision herein (including in the SUBNET Software License), where Software, Hardware or Service are delivered outside of Canada or the United States of America, the following terms shall apply: (i) unless otherwise specifically stated in the SUBNET Quotation, all Software, Hardware and Services are provided only upon receipt, in full, by SUBNET of the payment for same. Should an international client wish to obtain other payment terms, please contact SUBNET directly to discuss establishing appropriate credit. All licenses, sales and services will be provided in compliance with all applicable Canadian and United States of America export control laws, as such, you may be required to provide additional documentation to show that you and the ultimate users of the Software, Hardware and Services are permitted to receive same. All documents and communications with SUBNET, including all legal agreements, shall be in English unless otherwise specifically agreed to, in writing, by us. Deliveries shall be made Incoterms EXW (Exworks). SUBNET requires the use of the customer's freight forwarder and customs broker to handle shipping, insurance, import duties, local taxes, etc. All offsite Services are provided during SUBNET's normal business hours in Alberta, Canada. Any inconsistent or conflicting terms shall be resolved in favour of this section.

Negotiated Agreements:

To the extent that SUBNET has negotiated any separate agreements with you governing: 1) the licensing of SUBNET software products, such as through an enterprise license agreement, 2) the provision of implementation and training services, such as through a professional services agreement, 3) the provision of maintenance and support services, such as through a continuous current agreement or a software maintenance and support agreement or 4) the development of new or upgraded software products, such as through a development participation agreement or collaboration agreement, the terms and conditions of such agreements will govern the applicable SUBNET software products and services delivered under this SUBNET Quotation. The existence of such agreements will be referenced in this SUBNET Quotation.

Intellectual Property:

You acknowledge that SUBNET's software and other intellectual property is the sole property of SUBNET and its licensors. Software (including firmware) is owned by SUBNET (or its licensors) and is licensed, not sold, to you. Neither the sale of any hardware nor the provision of a software license or any services shall result in any transfer of any of SUBNET's intellectual property rights (including without limitation copyrights, confidential information, rights to designs or other work product). You shall not remove or alter any trademarks, service marks, or trade dress that identify SUBNET, nor use any trademarks, service marks, trade dress or any other intellectual property that is confusingly similar to those of SUBNET. Any information, suggestions or ideas transmitted by you to SUBNET in connection with performance hereunder shall not be regarded as proprietary or confidential, unless identified in writing by you and acknowledged in writing by SUBNET.

All work product, materials, documents and intellectual property (including without limitation all inventions, designs, ideas,

discoveries, works, creations, patents, copyrights and trade marks) and all intellectual property rights or other rights relating thereto and developed during the course of, or in connection with, the performance of any services (collectively "Work Product") solely by one of the parties shall be the property of and owned by the party who developed same. All Work Product developed jointly by the parties shall be the property of and owned by SUBNET. You agree that you have no ownership rights of any kind therein, and you hereby assign, and upon the performance of each service automatically assign, to SUBNET all of your right, title and interest, if any, in any such Work Product. Further, to the extent arising at law, you hereby unconditionally and irrevocably waive and shall cause your personnel to unconditionally and irrevocably waive all moral rights that exist or may exist in any of SUBNET's Work Product. You shall, upon our request, obtain from your personnel any agreement or assignment required to confirm ownership rights in SUBNET's Work Product in favor of SUBNET, the licenses granted herein and the waiver of all moral rights therein. If you or your personnel incorporate into any of SUBNET's Work Product any pre-existing intellectual property owned by you or your personnel or in which you or your personnel have an interest, SUBNET is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use, sell, license (at any level) and in any other way exploit such pre-existing intellectual property as part of or in connection with such Work Product, without obligation to account to, or obtain consent from, your or your personnel.

Limitation of Liability:

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL SUBNET'S TOTAL AND CUMULATIVE LIABILITY TO YOU FOR ANY LOSS OR DAMAGE ARISING UNDER THIS SUBNET QUOTATION, THE PERFORMANCE HEREOF OR THE USE OR RELIANCE UPON ANY SOFTWARE OR HARDWARE PROVIDED HEREUNDER, EXCEED THE PRICE OF THE SPECIFIC SOFTWARE, HARDWARE OR SERVICES THAT GAVE RISE TO THE CLAIM. NO CLAIM, REGARDLESS OF FORM, ARISING FROM THIS SUBNET QUOTATION MAY BE BROUGHT BY YOU MORE THAN TWO (2) YEARS FROM THE DATE SUCH CLAIM ARISES.

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL SUBNET BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, ANY LOSS OF PROFIT OR REVENUES, LOSS OF USE OF SOFTWARE, HARDWARE OR SERVICES OR ASSOCIATED EQUIPMENT, DAMAGE TO ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES, SERVICES, DOWNTIME COSTS OR ANY CLAIMS OF YOUR CUSTOMERS FOR SUCH DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE.

IF SUBNET OR ITS SUBCONTRACTORS OR SUPPLIERS PROVIDE YOU WITH ADVICE OR OTHER ASSISTANCE, INCLUDING INPUT OF CUSTOMER-PROVIDED OR CUSTOMER-REQUESTED SETTINGS AND ADVICE RELATED THERETO, CONCERNING ANY HARDWARE OR SYSTEM OR EQUIPMENT IN WHICH ANY SUCH HARDWARE MAY BE INSTALLED, THE PROVISION OF SUCH ADVICE OR ASSISTANCE SHALL NOT SUBJECT SUBNET TO ANY LIABILITY, WHETHER AS A RESULT OF BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. SUBNET SHALL NOT BE LIABLE FOR ANY CLAIMS OR LOSSES RESULTING FROM ANY UNAUTHORIZED ACCESS TO SOFTWARE OR HARDWARE.

Miscellaneous:

This SUBNET Quotation shall be governed by and construed in accordance with the laws of the State of Texas, Denton County.

Any notice pursuant to this SUBNET Quotation shall be deemed given when sent by registered mail (return receipt requested), overnight delivery or fax (receipt confirmed) to an authorized officer at the address or fax number provided on the SUBNET Quotation or, if no such address or fax number is provided, at the registered headquarters of the other party. No failure or delay by either party in exercising any right or remedy, or insisting upon strict compliance by the other party with any obligation in this SUBNET Quotation, shall constitute a waiver of any right thereafter to demand exact compliance herewith. The invalidity, in whole or part, of any provision in this SUBNET Quotation shall not affect the remainder of such provision or any other provision and, where possible, shall be replaced by a valid provision that affects as close as possible the intent of the invalid provision. Neither party shall be liable for failure to perform or delay in performance of any obligation under this SUBNET Quotation (except payment of amounts already due and owing) where such failure or delay results from any event beyond its reasonable control. Any modification of this SUBNET Quotation must be in a writing signed by an authorized officer of SUBNET. SUBNET is an independent contractor; nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. This Agreement is an agreement between the parties, and confers no rights upon any of the respective employees, agents, or contractors or any other person. Neither party may assign this SUBNET Quotation nor delegate any of its duties, in whole or in part, without the prior written consent of the other party, which consent shall not be unduly withheld, delayed or conditioned.

Exhibit C
INSURANCE REQUIREMENTS AND
WORKERS' COMPENSATION REQUIREMENTS

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

STANDARD PROVISIONS:

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

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

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

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:
 - Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.
 - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
 - Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.
- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***
- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a

period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

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

A. General Liability Insurance:

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

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

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

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

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.
- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

Automobile Liability Insurance:

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

with this contract.

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

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

Workers' Compensation Insurance

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

Owner's and Contractor's Protective Liability Insurance

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

Fire Damage Legal Liability Insurance

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

Professional Liability Insurance

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

Builders' Risk Insurance

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

Environmental Liability Insurance

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

Riggers Insurance

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

Commercial Crime

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

Cyber

Cyber coverage provided protection for business liability for a data breach, cyber extortion, business interruption due to malicious cyber attacks or malware infections. A Cyber policy will be required anytime a system interfaces with the City of Denton's servers or houses sensitive information such as customer or employee data. When Cyber coverage is required commercial crime is also required. Limits of not less than \$500,000 are required unless other limits are individually approved by the City.

Additional Insurance

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

ATTACHMENT 1

[X] Workers' Compensation Coverage for Building or Construction Projects for Governmental Entities

A. Definitions:

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2. no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 2. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 3. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 4. obtain from each other person with whom it contracts, and provide to the contractor:
 - a. a certificate of coverage, prior to the other person beginning work on the project; and
 - b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 6. notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that

materially affects the provision of coverage of any person providing services on the project; and

7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

Exhibit D
Certificate of Interested Parties Electronic Filing

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

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

The contractor shall:

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

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

Exhibit E**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.

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.

Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

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

Yes No

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

Yes No

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

4 have no Conflict of Interest to disclose.

5

Signature of vendor doing business with the governmental entity

Date

Exhibit E

| | |
|---|-----------------|
| 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. SUBNET SOLUTIONS, 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.

N/A

Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

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

Yes No

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

Yes No

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

Customer

4 I have no Conflict of Interest to disclose.

5 DocuSigned by:



5/31/2022

Signature of Vendor doing business with the governmental entity

Date

Certificate Of Completion

| | |
|---|------------------------------------|
| Envelope Id: EE11D7E290EA43799B0D36A5C25E8697 | Status: Sent |
| Subject: Please DocuSign: City Council Contract 7874 Subnet Solutions | |
| Source Envelope: | |
| Document Pages: 24 | Signatures: 4 |
| Certificate Pages: 6 | Initials: 1 |
| AutoNav: Enabled | Envelope Originator: |
| Enveloped Stamping: Enabled | Christa Christian |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 901B Texas Street |
| | Denton, TX 76209 |
| | Christa.Christian@cityofdenton.com |
| | IP Address: 198.49.140.104 |


Record Tracking

| | | |
|----------------------|------------------------------------|--------------------|
| Status: Original | Holder: Christa Christian | Location: DocuSign |
| 3/21/2022 5:00:53 PM | Christa.Christian@cityofdenton.com | |

Signer Events

| Signer Events | Signature | Timestamp |
|---|--|--|
| Christa Christian christa.christian@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) | Completed Signed by link sent to christa.christian@cityofdenton.com Using IP Address: 198.49.140.104 | Sent: 3/21/2022 5:29:27 PM Viewed: 3/21/2022 5:29:37 PM Signed: 3/21/2022 5:30:03 PM |

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

| | | |
|---|--|--|
| Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) |  Signature Adoption: Pre-selected Style Signed by link sent to lori.hewell@cityofdenton.com Using IP Address: 198.49.140.10 | Sent: 3/21/2022 5:30:07 PM Viewed: 3/22/2022 8:30:58 AM Signed: 3/22/2022 8:37:11 AM |
|---|--|--|

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

| | | |
|---|--|--|
| Marcella Lunn marcella.lunn@cityofdenton.com Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) |  Signature Adoption: Pre-selected Style Signed by link sent to marcella.lunn@cityofdenton.com Using IP Address: 198.49.140.10 | Sent: 3/22/2022 8:37:14 AM Viewed: 3/22/2022 1:57:41 PM Signed: 3/22/2022 2:00:11 PM |
|---|--|--|

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

| | | |
|--|---|--|
| Ameen Hamdon hamdon@subnet.com President Security Level: Email, Account Authentication (None) |  Signature Adoption: Drawn on Device Signed by link sent to hamdon@subnet.com Using IP Address: 66.244.207.66 | Sent: 3/22/2022 2:00:17 PM Resent: 3/31/2022 10:06:39 AM Resent: 4/5/2022 3:34:21 PM Resent: 4/12/2022 8:00:04 AM Resent: 5/5/2022 8:02:07 AM Viewed: 5/27/2022 2:13:44 PM Signed: 5/31/2022 12:45:54 PM |
|--|---|--|

Electronic Record and Signature Disclosure:

| Signer Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

Accepted: 5/27/2022 2:13:44 PM
 ID: a65afa11-19bd-4a76-89b8-9c660ae8e931

Antonio Puente
 Antonio.Puente@cityofdenton.com
 DME General Manager
 Security Level: Email, Account Authentication
 (None)



Signature Adoption: Pre-selected Style
 Signed by link sent to
 Antonio.Puente@cityofdenton.com
 Using IP Address: 47.184.121.244

Sent: 5/31/2022 12:45:58 PM
 Viewed: 5/31/2022 12:50:49 PM
 Signed: 5/31/2022 12:51:39 PM

Electronic Record and Signature Disclosure:
 Accepted: 5/31/2022 12:50:49 PM
 ID: 428873df-00fe-4b21-a44a-022c74586d10

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

Sent: 5/31/2022 12:45:58 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

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

Electronic Record and Signature Disclosure:
 Accepted: 5/25/2022 8:07:03 PM
 ID: 671b0fec-d5a2-4d62-bb38-a217cf2ca524

| 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)



Sent: 3/21/2022 5:30:07 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

| Carbon Copy Events | Status | Timestamp |
|--|--|---|
| <p>Tatiana Navarro Tatiana.Navarro@SUBNET.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | <div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div> | <p>Sent: 3/22/2022 2:00:15 PM Viewed: 3/22/2022 3:17:45 PM</p> |
| <p>Gretna Jones gretna.jones@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | | |
| <p>City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | | |
| <p>Mark Zimmerer mark.zimmerer@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/10/2022 1:41:50 PM ID: 74b734f0-47c5-4ec5-bfb9-90b177f5eea9</p> | | |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 3/21/2022 5:29:27 PM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:

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

To contact us by email send messages to: purchasing@cityofdenton.com

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

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

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

To request paper copies from City of Denton

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

To withdraw your consent with City of Denton

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

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com 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"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |

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

Acknowledging your access and consent to receive materials electronically

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

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

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