

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

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ZENCITY TECHNOLOGIES US, INC., FOR A CENTRALIZED COMMUNITY ENGAGEMENT AND COMMUNITY SENTIMENT SOFTWARE FOR THE MARKETING AND COMMUNICATIONS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFORE; AND PROVIDING AN EFFECTIVE DATE (RFP 8852 – AWARDED TO ZENCITY TECHNOLOGIES US, INC., FOR ONE (1) YEAR, WITH THE OPTION FOR FOUR (4) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF \$400,000.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for a centralized community engagement and community sentiment software for the Marketing and Communications Department; and

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

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

<u>RFP NUMBER</u>	<u>CONTRACTOR</u>	<u>AMOUNT</u>
8852	Zencity Technologies US, Inc.	\$400,000.00

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

Proposals, and related documents.

**SECTION 3.** That should the City and person submitting approved and accepted items wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Proposal and related documents herein approved and accepted.

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

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

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

The motion to approve this ordinance was made by \_\_\_\_\_ and seconded by \_\_\_\_\_. This 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:	_____	_____	_____	_____
Suzi Rumohr, 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: Leah Bush  
Marcella Lunn



Docusign City Council Transmittal Coversheet

RFP	8852
File Name	Community Engagement and Community Sentiment Software
Purchasing Contact	Kayla Clark
City Council Target Date	
Piggy Back Option	Yes
Contract Expiration	
Ordinance	

**CONTRACT BY AND BETWEEN  
CITY OF DENTON, TEXAS AND ZENCITY TECHNOLOGIES US, INC.  
(Contract #8852 )**

**THIS CONTRACT** is made and entered into this date \_\_\_\_\_, by and between **ZENCITY TECHNOLOGIES US, INC.**, a Delaware corporation, whose address 1313 N Market Street, Ste 5100 Wilmington, DE 19801, 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# 8852 -Community Engagement and Community Sentiment Software, 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 8852 (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.

**CONTRACTOR**

DocuSigned by:  
BY: Eyal Feder  
C9E45DAF58FB49A  
AUTHORIZED SIGNATURE

Printed Name: Eyal Feder

Title: CEO

3477469913

PHONE NUMBER

eyal@zencity.io

EMAIL ADDRESS

-  
TEXAS ETHICS COMMISSION  
CERTIFICATE NUMBER

**CITY OF DENTON, TEXAS**

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

ATTEST:  
LAUREN THODEN, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

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

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

Signed by:  
Dustin Sternbeck  
1CD02F73005548A...  
SIGNATURE

Dustin Sternbeck  
PRINTED NAME

Chief Communications Officer

TITLE

Marketing and Communications

DEPARTMENT

## **Exhibit A**

### **Special Terms and Conditions**

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

The contract total for services shall not exceed \$400,000. Pricing shall be per Exhibit F attached.

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

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

#### **3. Contract Terms**

The contract term will be one (1) year, effective from October 1, 2025. The City and the Supplier shall have the option to renew this contract for an additional four (4) 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.

#### **4. 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.

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

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

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

#### **5. Performance Liquidated Damages**

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

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

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

**Exhibit C**  
**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 8852

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 8852

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 8852



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 8852

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**

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**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 Denton 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 8852

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

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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.

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**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

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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 Contract; (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/filinginfo/1295/](https://www.ethics.state.tx.us/filinginfo/1295/)
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. CYBER/TECHNOLOGY NETWORK LIABILITY AND RISK INSURANCE**

**Cyber/Technology Network Liability and Risk Insurance, inclusive of Information Security and Privacy** (first and third party coverage) to provide coverage for any damage caused by a network risk, cyber act or breaches of data and privacy right, the rendering of, or the failure to properly perform professional services for, but not limited to, computer programming, management information systems, negligent system design, disclosure of confidential information, and copyright infringement with minimum limits with minimum limits of \$1,000,000.00 per claim.

**NOTE:** Professional Liability Insurance and Cyber/Technology Network Liability and Network Risk Insurance may be combined on one policy with a \$2,000,000.00 limit.



Exhibit F

# Proposal for City of Denton, TX

**Submitted by:** Zencity Technologies US Inc.

**Date:** 06/25/2025

RFP 8852 - Combined Community Engagement and Community Sentiment Software

ATTN: **City of Denton, TX**



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# 1. Company History and Background

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We are delighted to present our proposal for the Combined Community Engagement and Community Sentiment Software solution tailored specifically for the City of Denton in response to Bid 8852. Zencity is proud partners of the City of Denton since 2024 to support community engagement efforts and strategic communications utilizing Zencity Organic and Zencity Annual Community Survey.

At Zencity, we are committed to empowering local governments with the tools and insights necessary to understand and serve their communities better. We are eager to continue our collaboration with the City of Denton on this important initiative.

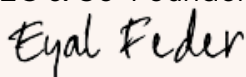
Zencity goes beyond being a mere Community Engagement and Sentiment Platform service provider; we are dedicated partners in the community engagement process. With our unparalleled technical expertise and practical methodologies, we develop and implement data-driven public engagement solutions tailored to meet the unique needs of each community we serve. Our extensive experience in serving hundreds of local governments across the United States and North America reflects our commitment to excellence and our ability to deliver reliable results that governments, management staff, and residents can trust.

Zencity's civic engagement and community insights platform is purpose-built for local governments, helping to foster inclusive participation, build public trust, and support data-driven decision-making. Our platform solutions, purpose-built for government (Zencity Organic, Zencity Engage, Zencity Community Survey, and Zencity Experience Surveys) provides comprehensive and proactive community input, sophisticated analytics, and expert support, empowering government leaders to make confident, transparent and effective decisions that earn residents' trust. This enables more informed decision-making and enhances local government's ability to understand and respond to resident needs.

For any questions or concerns, please don't hesitate to reach out to our dedicated point of contact, Nensi Kosti, at [nensi@Zencity.io](mailto:nensi@Zencity.io). We are eager to collaborate with you and contribute to the success of your community initiatives.

Thank you for considering Zencity for this opportunity!

Sincerely,  
Eyal Feder-Levy  
CEO & Co-Founder, Zencity



## Executive Summary

Zencity is pleased to present our proposal for a comprehensive, secure, and innovative **Community Engagement and Community Sentiment Software** that fully meets and exceeds City of Denton's requirements. Our mature, Zencity 360 Software-as-a-Service (SaaS) solution is designed to centralize and streamline public engagement processes across all City divisions enabling inclusive, effective, and transparent participation from Denton's diverse population. Built with scalability, accessibility, and ease of use at its core, our platform is fully equipped to serve the City's growing need for a robust digital engagement hub that facilitates coordinated, data-driven public input.

Building trust with community members is a crucial part of the success of Denton's work. A key step in building this trust is deeply understanding the community's needs, priorities and opinions on the various aspects of city life and government services, so that agencies can take action around those priorities and serve their community, and to communicate about these actions with the public.

The challenge is that understanding these needs can be daunting, traditional engagement methods used to gauge sentiment tend to be limited and skewed, often hearing from a small sample of the community resulting in anecdotal, point in time data. The task of ongoing engagement and communication also requires investing incredible resources from staff while doing so and is an incredible investment of time and effort.

Our goal is to help streamline these needs while reaching more voices and saving time. Zencity's 360 platform can be applied to better understand Denton residents' sentiment, priorities and opinions toward key city services and projects, and help save staff time in managing ongoing communication needs.

We propose to do so in a way that will also consolidate different needs, platform and capabilities, resulting in both a more timely and accurate representation AND in saving resources and staff time.

Building on the team's existing great work, we would be excited to collaborate with the Denton city team in hearing from more community members and streamlining communications by deploying the Zencity platform to be able to better understand the critical factors driving sentiment around safety, water, health, facilities, libraries and more, and save time while doing so.

## Our Commitment to City of Denton

We recognize that the City of Denton hosts hundreds of public engagement activities per year and requires a **reliable, centralized, and responsive** platform to manage these interactions. Our mature solution has been implemented successfully in multiple large municipalities, where it has delivered measurable improvements in community participation, project coordination, and civic transparency.

We are not just offering software, we are offering a one-stop shop for the public, staff, or Council and a long-term partnership that supports the City's goals to:

- Increase engagement reach and diversity
- Deliver purposeful and inclusive consultation experiences
- Ensure alignment between public input and Council decisions
- Equip City staff with the tools and insights needed to continuously improve

## Why Zencity?

- ✓ **Proven Experience:** Over 400 municipalities and government agencies have leveraged Zencity's surveys for effective policymaking.
- ✓ **AI-Driven Insights:** Our proprietary analytics ensure deep, real-time understanding of community sentiment. Visualized reports, dashboards, and benchmarking tools tailored to City's officials' decision-making needs.
- ✓ **Actionable Results:** >83% client retention rate and 50M+ resident insights analyzed.
- ✓ Featured in **Harvard Kennedy School's GovTech Report**
- ✓ Awarded **internationally with Smart City Expo World Congress (SCEWC) 2020 Award**, which is granted to "pioneering and **won 1<sup>st</sup> Place as Fast Company's Most Innovative Company for 2025.**

## Supplier Profile

*Zencity is pleased to submit the following response in accordance with the City of Denton's requirements under RFP 8852. We affirm our full commitment to supporting the City of Denton Social Procurement Program by fostering inclusive economic growth and enabling equitable access for diverse suppliers and communities.*

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## Zencity Overview

Zencity, founded in 2015 by Eyal Feder and Ido Ivry, is a pioneering organization that places a strong emphasis on the pivotal role of public agencies in shaping communities. Understanding that local leaders are at the forefront of delivering essential government services and are best equipped to enhance quality of life, Zencity was established with a clear mission to support and empower these agencies. To support and extend the Company's mission, Zencity CA Ltd. was incorporated on June 25, 2018, and is a wholly owned subsidiary of Zencity Technologies Ltd., established on June 1, 2015.

Since its inception, Zencity has been dedicated to serving local governments, recognizing them as the cornerstone of civic life. With a firm belief in the importance of data-driven decision-making and community engagement, Zencity offers innovative solutions tailored specifically for the needs of public agencies.

With a client base spanning over 400 jurisdictions across North America and beyond, Zencity has established itself as a trusted partner for local governments worldwide. The company's commitment to excellence is reflected in its extensive list of customers and testimonials, showcasing the tangible impact of its services on communities.

Zencity's team comprises a diverse blend of former local government professionals and community engagement experts, bringing together a wealth of experience and expertise. With offices in New York City, Tel Aviv, and Vancouver, as well as remote employees throughout the United States, Zencity operates on a global scale while maintaining a strong focus on the individual needs of its clients. Driven by a desire to deliver positive and proven results, Zencity's team of over 150 employees remains dedicated to meeting the evolving service and data requirements of public agencies. Through a combination of innovative technology, strategic insights, and unparalleled support, Zencity continues to empower local governments to better serve their residents and build thriving communities.

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## Major Clients

- City of Phoenix (AZ) and Police Department
  - City of New York (Office of Engagement)
  - City and Police Department of Los Angeles (CA)
- 

## Corporate Structure and Affiliates

Zencity Technologies Ltd., the parent company, coordinates product R&D, financing, and global strategy. Its affiliated subsidiaries serve the following functions:

- **Zencity Technologies US Inc.** – U.S. leadership and sales
- **Zencity Technologies Holdings CA Ltd.** – Corporate acquisition vehicle
- **Zencity Technologies CA Ltd.** – Canadian distribution and R&D
- **Commonplace Digital Ltd.** – UK-based civic engagement platform

All affiliates contribute to a global ecosystem that ensures product excellence, localization, and ongoing service capability.

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## Products and Services Offered

As outlined in this proposal, **Zencity 360** is our proposed solution to meet the City's community engagement requirements. Zencity is a leading provider of Software-as-a-Service (SaaS) solutions purpose-built for local governments and public sector organizations. Our flagship platform, **Zencity 360**, is trusted by hundreds of municipalities globally and is designed to empower public officials with real-time, data-driven insights that reflect the voices and needs of their communities. Through a holistic and inclusive approach to civic engagement, Zencity enables government officials to make more informed, equitable, and transparent decisions ultimately fostering stronger public trust and sustainable community development.

- **Zencity Organic**  
Leverage the incredible wealth of public online resident conversations to monitor, recognize and understand real-time feedback and emerging issues. With our listening module, built especially for the government, we can track millions of publicly available conversations, turning them into data. Communications teams use the live data to track resident sentiment in real-time, gauge the reach of their messaging, and spot gaps in misinformation. This also includes Zencity Publishing, for streamlining government communications with tools that support real-time

posting to official social media accounts and generate press releases in seconds—ensuring consistent, timely, and impactful messaging to the community.

- **Zencity Engage**

Create a collaborative space for public conversations with a dynamic and interactive projects-based hub, where city leaders can educate and inform residents on ongoing projects and initiatives, as well as roll out polls or surveys for additional input.

- **Zencity Community Survey (Representative)**

Run a wide survey of city services and public opinion using unique technology Zencity developed, that will have a representative sample of residents across all neighborhoods in the city. The short surveys will be distributed via online and mobile advertising which will run on an ongoing basis, and provide an annual/ semi-annual/ or quarterly “score” to the city’s different services. They can also include custom questions to answer specific or timely issues.

- **Zencity Experience Surveys**

Improve public service delivery through targeted satisfaction surveys that collect ongoing performance feedback. The data enables municipal teams to identify service gaps, improve responsiveness, and enhance resident experiences.

## Key Differentiators

Zencity stands out with a user-friendly design, flexible tools, and smart collaboration features tailored for municipalities:

- *Intuitive User Experience*: Easy-to-navigate interfaces for both residents and administrators to maximize engagement and streamline data analysis.
- *Flexible & Customizable Tools*: Adaptable layouts and content options for creating tailored surveys, polls, and interactive campaigns.
- *Hybrid Collaboration*: Combines personalized resident interactions with AI moderation to scale feedback management efficiently.
- *Continuous Innovation*: Regular updates ensure access to the latest community engagement features and best practices.

Together, these tools provide municipalities with a 360-degree view of resident input and engagement, enhancing transparency, inclusivity, and responsiveness in local governance.

## Commitment to Diversity

*Zencity strongly supports and aligns with the goals of the City of Denton Social Procurement Program. We recognize the City's commitment to inclusive economic growth and ensuring access to supply chain and employment opportunities for equity-deserving communities. We embrace this vision and are committed to delivering not only efficient services but also measurable social value.*

### 1. Supplier Diversity Policy

Zencity is actively developing a formal supplier diversity policy to guide our subcontracting approach. While we currently operate with a relatively lean staffing model, we are committed to expanding opportunities for local and diverse subcontractors as we grow our operations. In future partnerships with City of Denton, we will:

- Ensure fair access to all subcontracting opportunities.
- Partner with diverse suppliers where subcontracting opportunities arise.
- Report and track supplier diversity metrics as part of contract performance.

### 2. Employment Diversity and Equal Opportunity Policy

Our Equal Employment Opportunity and Reasonable Accommodation Policy reflects our unwavering commitment to diversity, inclusion, and equity in our workforce. Highlights include:

- Non-discriminatory hiring across all federally and provincially protected classes.
- A proactive approach to providing reasonable accommodations.
- A safe and inclusive work environment free from harassment or retaliation.
- Internal processes for employees to report concerns and seek accommodations.
- Disciplinary procedures for policy violations, up to and including termination.

We actively track employee demographics, hiring patterns, and complaint resolutions to measure our performance in fostering an inclusive workplace.

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## Commitment to Ongoing Development and Compliance

Zencity is deeply committed to the continuous enhancement, support, and compatibility of its solution. We maintain a robust product roadmap with bi-weekly updates, informed by client feedback and emerging municipal needs. Zencity guarantees forward compatibility with new technologies and system integrations and proactively ensures compliance with relevant municipal, provincial, and federal legislation, including:

- **Accessibility:** AODA
- **Privacy & Information:** MFIPPA, FIPPA, PIPEDA, and GDPR

Additionally, Zencity maintains an in-house legal and compliance team to continuously monitor policy changes and update system features and operations accordingly. We also engage in regular third-party audits to uphold our high standards.

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## Provisions for Downtime or Loss of Revenue

Zencity guarantees a **99.95% uptime** across all systems, supported by our robust infrastructure and real-time monitoring tools. In the rare event of service interruption:

2. Service is typically restored within minutes (the longest recorded downtime is under 15 minutes, with zero data loss or client impact).
3. Redundant systems and daily automated backups ensure data protection.
4. A fully tested **Disaster Recovery and Business Continuity Plan** ensures minimal disruption.
5. Clients are proactively informed through automated alerts and updates, and a 24/7 technical support team is available to respond to any issue promptly.

As a result, the City can have full confidence in the reliability of the platform, even during peak engagement periods or emergencies.

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## 2. Experience, Qualifications and References

### Experience with Similar Projects

Zencity brings extensive experience delivering digital engagement, data analysis, and civic engagement tools to local governments across North America and internationally. With over 400 municipalities using our solutions, including large urban centers and cities such as Los Angeles, Chicago, New York City, Phoenix and numerous mid-sized and smaller jurisdictions, Zencity has consistently demonstrated our ability to provide scalable, secure, and inclusive Software-as-a-Service (SaaS) platforms that support real-time decision-making and resident engagement.

Our proven track record includes delivering solutions that meet the complex needs of municipal governments, with projects of similar scope and size to the City of Denton. Amongst many, few to name are:

- **City of Austin, TX:** *Through Zencity Community Survey Austin was able to gather data on resident perception of safety, trust and belonging. This data helped inform their “We All Belong” campaign to help address hate crimes. Zencity data is*

included in their storymap and data shows a decrease in hate crimes form 2023 to 2024.

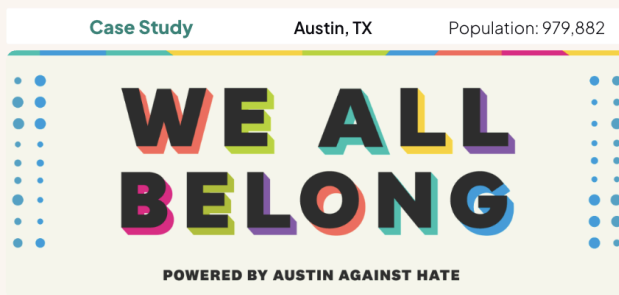
- **City of Tempe, AZ:** Utilizes Zencity Surveys and Organic data to support their ongoing efforts in relation to their What Works Cities certification. The data is integrated into their larger resident-facing dashboard which monitors against key performance indicators.
- **City of Tampa, FL:** Through Zencity Engage Tampa collected community insights through surveys that they held in person through QR codes prompting feedback on their meeting presentation. Our approach equipped City leaders to shape actionable plans and allocate budgets effectively.
- **City of Dayton, OH:** Enhanced crisis communications and helped make crisis management strong with ongoing analysis from Zencity Organic.
- **Town of Normal, IL:** Utilized Zencity Engage to run a required citizen survey to support Normal Police Department's CALEA accreditation.

 Providing a few case decs in the following pages.

We invite you to explore our case studies portfolio showcasing our work with local government agencies, through the following link: [Working with Cities to better serve their residents.](#)

## Creating a Safer, More Inclusive Austin

### 'We All Belong' Initiative



#### Challenge:


In 2022, Austin faced a **59% rise in hate crimes**, coupled with **low reporting** due to residents feeling their concerns **wouldn't be taken seriously**. This revealed a deeper gap in trust and communication between the city and its residents.


#### Solution:

Through **Community Surveys and Pulse sentiment analysis**, Austin captured resident perceptions of **safety, trust, and belonging**. These insights informed the **We All Belong campaign**, featuring an interactive StoryMap and digital dashboard that combined police data with community sentiment to deliver actionable results.

#### Key Findings

✓ **Decreased Hate Crimes**  
Reported cases dropped from **51 in 2023 to 18 in 2024**, the lowest in five years.

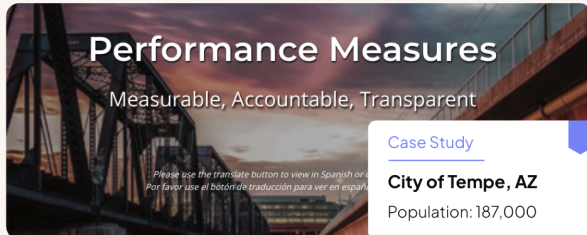
 **Improved Trust and Engagement**  
Residents felt heard, increasing the use of online reporting tools and boosting trust in city leadership.

 **National Recognition**  
The StoryMap will be featured in the **2025 Esri Map Book**.

 Zencity

# Measuring City Performance

## Through Data Driven Strategic Priorities



### Problem:

In order to achieve its **What Works City** certification, Tempe needed to gather data and demonstrate how it uses it "to inform policy decisions, allocate funding, improve services, evaluate the effectiveness of programs and engage residents."

### Solution:

Tempe's Strategic Management and Innovation Office created 5 Performance Measures and the **OpenTempe** dashboard. Zencity's **Blockwise** public safety survey provides monthly data to directly inform multiple measures. They are currently working on integrating additional sources, including a monthly Parks **Pulse** survey and **Organic** data



### Key Results

✓ **Achieved Platinum Certification Level!**



#### Transparent government

Providing accurate and easy to access data about the City to all residents.



#### Data-driven insights

Empowering every city department to incorporate data to inform decision making.



#### Vertical alignment and integration

Ensure all departments incorporate and act on strategies to improve performance.

# Proactive Crisis Management

## with Zencity

### Case Study

Dayton, OH

Population: 135,512



### Challenge:

Between February and August 2019, Dayton, OH, faced multiple crises, prompting **public concerns about communication, safety, and preparedness**, requiring **real-time insights for effective response**.

### Solution:

Zencity's AI **analyzed feedback** to address concerns like repair updates and siren systems, **tailoring responses with initiatives** like "United Against Hate" and **improved communication**.

### Key Findings



**Dayton enhanced crisis communication, validated initiatives with data, and showcased effective leadership during multiple crises.**



#### Improved communication

Frequent updates reduced negative sentiment during the water outage



#### Enhanced safety measures

Citizen feedback prompted exploration of better notification platforms post-tornado.



#### Validated procedures

Positive feedback on first responders' swift action during the mass shooting reinforced confidence in city protocols.



# Securing CALEA Accreditation

## Through Citizen Feedback

### Case Study

Town of Normal, IL

Population: 54,923



#### Challenge:

As part of the CALEA accreditation process, the Normal Police Department (NPD) is required to conduct a biennial **citizen survey** to assess community **perceptions and satisfaction**. NPD needed a comprehensive, **data-driven understanding of community sentiment** to ensure alignment with best practices and address public concerns.

#### Solution:

Using Zencity's Engage platform, a citizen survey gathered insights on **safety, police performance, and community concerns**. This data played a key role in Normal's CALEA accreditation, enhancing **transparency, trust, and accountability** in the police department's relationship with the community.

### Key Results



**Insightful feedback** – Key issues like traffic violations, noise disturbances, and gun violence were identified.



#### High community engagement:

The survey saw strong participation, reflecting significant resident interest in police performance and community safety.



#### Public confidence

75% of respondents expressed satisfaction with police attitudes and community engagement.



#### Actionable data

Recommendations from the survey, such as increased police presence and enhanced community outreach, informed the agency's approach to continuous improvement.



## Required Skills, Experience, and Solution Appropriateness

Zencity's team includes experienced data scientists, civic technologists, municipal engagement strategists, and software engineers with deep expertise in the design, development, and implementation of government technology solutions. Our core competencies include:

- **Human-centered design** to ensure accessibility and equity in digital public engagement.
- **Advanced data analytics and natural language processing (NLP)** for meaningful insights from organic and structured feedback.
- **Proven change management and onboarding methodologies** to support municipal staff with adoption, training, and long-term value realization.

Our solution is purpose-built for municipalities. Each module aligns with specific public sector use cases such as capital project feedback, policy benchmarking, communications strategy, and service evaluation. Our experience ensures seamless integration with internal City workflows, digital communications protocols, and legal standards such as AODA compliance.

By combining industry-leading tools with hands-on support and localized onboarding, we ensure the City of Denton receives a solution that is not only technically sound but also practically effective in addressing the diverse needs of Denton's residents and departments.

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## References

We are pleased to provide three references that demonstrate our extensive experience and proven track record of success delivering digital engagement solutions to public sector clients. Each reference highlights the use of our product and platform to support municipalities and regional governments with initiatives of comparable size, scope, and complexity to the solution proposed in this RFP. These include long-standing partnerships with the local government entities in Texas such as Sugar Land, Lewisville, McAllen, which use our platform around Indigenous relations and urban development projects. These projects reflect our commitment to delivering effective, scalable, and user-friendly engagement tools tailored to the needs of government clients.

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Reference 1: Sugar Land, TX

**Client Contact:** Sabrina Abdulla

**Title:** Director of Customer Experience

**Contact:** [✉️sabdulla@sugarlandtx.gov](mailto:sabdulla@sugarlandtx.gov) / (281) 275-2900

**📍 Address:** 2700 Town Center Boulevard North, Sugar Land, TX 77479

### Client Overview

🏠 City government serving **118,000 residents**

🤝 Working Relationship: **4 years**

### Project Description

- Supporting City Administration and key departments via Community Survey, Organic, Engage, Experience Survey and Pulse Survey,
  - Run a Semi-Annual Community Survey which informs budget & annual planning
  - ⌚ Ongoing initiatives Engage Hub: <https://sugar-land-tx.civilspace.io/en>
-



Reference 2: Lewisville, TX

**Client Contact:** Ashley Carlisle

**Title:** Budget Manager

Contact: [✉ acarlisle@cityoflewisville.com](mailto:acarlisle@cityoflewisville.com) / (972) 219-3411

📍 **Address:** 151 W. Church Street, Lewisville, TX 75057

### Client Overview

🏠 City governmentserving ~**106,000 residents**

🤝 Working Relationship: **6 years**

### Project Description

- Supporting Budget and City Administration via Community Survey, Organic and Engage
- Running Semi-Annual Community Survey to inform budget & annual planning
- Recent engagements:
  - Survey to gather feedback about neighborhood programs
  - Survey to gather feedback about Short Term Rental Policies

Reference 3: McAllen, TX

**Client Contact:** Cesar Rodriguez

**Title:** Director of Strategic Planning

Contact: [✉ cesar\\_rodriguez@mcallen.net](mailto:cesar_rodriguez@mcallen.net) / (956) 681-1018

📍 **Address:** 220 W Ellsworth Street, Midland, MI 48640


### Client Overview

🏙️ U.S. City with ~**84,000 residents**

🤝 Working Relationship: **5 years**

### Project Description

- Supporting City Executive Leadership and Strategic Planning via Community Survey, Organic, Engage and Pulse Survey
- Used Engage for **various Parks & Recreation projects including naming of a new park and public art survey**
  - Utilize Organic to monitor monthly trends in their 311 data , understand sentiment around key events like State of the City and the summer music & arts festival

 We invite you to explore our portfolio showcasing our work with 400+ cities, counties, state agencies, and law enforcement organizations, through the following link:  
[Zencity - Serving Hundreds of Local Governments](#).

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## Acknowledgement of Reference Checks

We acknowledge and fully agree that by providing client references as part of this proposal, City of Denton has the right to contact the individuals listed during the evaluation process. We understand and accept that the City will make its own arrangements to conduct these reference checks and that substitution of references will not be permitted after the close of the RFP.

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## References and Past Performance

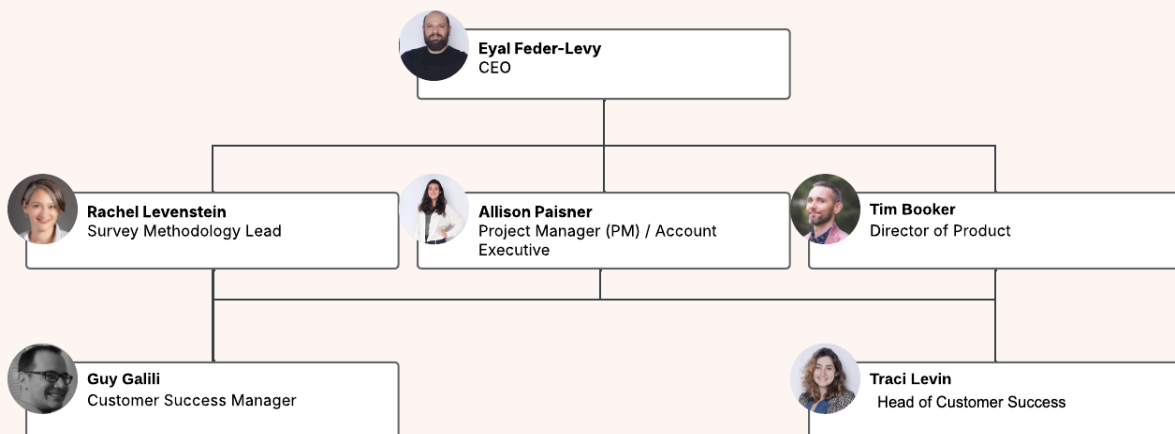
We understand that the City may evaluate our proposal by considering the feedback from our provided references and, where applicable, assess Zencity's performance on past contracts with the City, as well as those with other affiliated City agencies, boards, or commissions. We welcome this process and are confident that our exceptional performance history, client satisfaction, and continued contract renewals will reflect positively during the evaluation.

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## Proposed Staff Team and Resources

### Zencity Team

Our core team will be fully engaged and hands-on throughout every phase of this project, working in close collaboration with our broader support staff behind the scenes to ensure a smooth and successful implementation for the City of Denton. With a shared commitment to excellence and a proven track record in delivering impactful results, we're confident in our ability to make this partnership a great success. We believe that we are well-equipped to deliver tailored solutions that drive efficiency, transparency, and innovation. Our approach, methodology and execution are led by a team of experts, who have collectively led thousands of research activities within the public sector.



## Meet Your Key Staff: A Dedicated Team Committed to Your Success

Our team is highly experienced in working with hundreds of public agencies, bringing together decades of expertise in providing exceptional services and cutting-edge software solutions. Zencity has an extensive track record of successful projects and a deep understanding of the unique needs and challenges faced by public agencies across the nation. This background makes us ideal to meet your needs.

### **Eyal Feder-Levy – CEO & Co-Founder**

Eyal Feder is an urban planner and community engagement expert and has worked with hundreds of cities over the past 10 years to implement advanced technology and methodologies into their management and communication processes. Today, as the CEO of Zencity, he helps over 400 local governments impact the lives of millions of residents by supporting hundreds of government decision-makers daily. Before founding Zencity, Eyal had been part of the founding team of “City Center”, Tel-Aviv University’s Interdisciplinary Center for Cities and Urbanism, where he led the first projects to implement machine learning into City management in Israel. Apart from Zencity and academic work, Eyal is part of the World Economic Forum's Future of Urbanism advisory board and was previously the youngest board member of the Israeli Urban Planners’ Association. As CEO & Co-Founder, Eyal has overseen the RFP response and will continue to support the project in an advisory capacity. *Eyal will serve as a lead liaison to ensure the seamless progression of the project, providing strategic oversight while mentoring the team to deliver lasting impact and success for the City of Denton.*

### **Tim Booker – Director of Product & Head of Engage**

Tim is Zencity's Head of Engage and held the role of CEO at Civil Space from its genesis until the company was acquired by Zencity in late 2021. Tim's passion is to leverage digital technology to create transformative experiences for public agencies and their residents that result in positive change. Tim has held technical, strategic and product direction roles in higher education, local government, the Olympic Games, and digital agency spaces over 15 years, using design thinking and technical architecture among his other skill sets to rigorously research and create integrated systems that help complex communities thrive digitally and culturally. At Zencity, he brings that deep community-centric expertise to the work of civic engagement, working closely with municipalities and other government organizations to understand best practices in creating inclusive digital spaces to co-create with their communities. *As your hands-on support, Tim will oversee delivery, ensure milestones are met, and guide the project to success through thoughtful collaboration and execution.*

### **Dr. Rachel Levenstein – Survey Methodology Lead**

Rachel Levenstein is the Head of Survey Research at Zencity and is based in Maryland. She has over 15 years of experience serving as a survey methodologist in the academic, nonprofit, and for-profit sectors. She holds a B.S. in Psychology from the University of Massachusetts and a Ph.D. in Survey and Data Sciences from the University of Michigan. Previously, Rachel was a Senior Survey Methodologist at Westat, where she led the design and administration of surveys on adult literacy as well as a cross-national student assessment. Prior to that role, she worked at the American Institutes for Research. There, she managed large-scale education surveys across the United States. In addition, she worked with state departments of education and labor on ways to use data to improve policy on education and the labor force. *As the Lead Survey Methodologist, Rachel will design and lead all survey methods employed, including oversight of questionnaire creation, survey distribution, and analysis.*

### **Allison Paisner – Account Manager**

Allison is an Account Manager at Zencity, where she works closely with the company's most valued and strategic municipal partners. She is the lead account manager for the City of Denton and leads the day-to-day work effort and serves as the primary point of contact to the City. Allison is an Account Manager at Zencity, working with 100+ of the company's most valued and strategic partners for 6 years. Prior to joining Zencity Allison worked as a Program Analyst for several departments in the District of Columbia, including the city's departments of Transportation, Public Works, and Energy & Environment where she focused on strategic projects relating to sustainability planning, waste diversion, and public transit operations. *With her strong background in municipal government and public policy, Allison brings a unique perspective to her partnership with the City of Denton. Her*

*experience, strategic insight, and commitment to responsive local governance make her a valuable asset in helping the City maximize the impact of Zencity's tools and achieve its community engagement goals.*

### **Traci Levin – Head of Customer Success**

Traci Levin is the Head of Customer Success at Zencity, where she leads a global team supporting local governments across the United States, United Kingdom, and Australia. With a strong foundation in public sector collaboration and stakeholder engagement, Traci brings over five years of experience working directly with government agencies to implement data-driven strategies that enhance community trust and service delivery. At Zencity, she oversees the development and execution of success programs designed to ensure municipalities receive maximum value from the platform. Her leadership is focused on building long-term partnerships, aligning tools with local priorities, and helping government teams confidently integrate community input into their decision-making processes.

*Traci holds a deep understanding of the challenges and opportunities faced by local governments and is dedicated to empowering them through accessible, actionable insights. In support of the City of Denton, Traci and her team will lead onboarding, conduct regular success check-ins, and provide hands-on training to city staff. Her leadership and commitment to public sector excellence will ensure Denton is well-supported in achieving its engagement and strategic goals through the Zencity platform.*

### **Guy Galili – Customer Success Manager**

Guy Galili brings over 11 years of experience in working with 100+ municipal government and public service entities to his role as Customer Success Manager at Zencity. With a deep understanding of local government operations and community engagement, Guy has successfully supported municipalities across the United States, United Kingdom, and Australia in leveraging data-driven tools to improve decision-making and public trust. Since joining Zencity, Guy has worked closely with cities to implement tailored onboarding, provide hands-on training, and ensure long-term value through regular strategy check-ins and performance reviews. As the dedicated point of contact for the City of Denton, Guy will lead all aspects of the implementation and success process, offering proactive support, facilitating cross-department collaboration, and helping the City extract meaningful insights from the platform. *Guy's extensive municipal background and commitment to public sector innovation make him a valuable asset to the City of Denton as it works to enhance transparency, responsiveness, and resident engagement.*

### 3. Work plan and Deliverables

Together, we can transform how the City connects with its residents fostering greater participation, equity, and trust in the civic process. We are confident that our platform is uniquely positioned to deliver on the City's vision for a modern, inclusive, and impactful digital public engagement ecosystem.

#### Benefits of Zencity Proposed Solution

Our proposed solution is a **one-stop shop public engagement hub**, giving residents, city Council, and City staff the ability to find, track, and engage with consultation activities through a centralized and interactive digital platform. This fosters transparency and enhances trust in civic decision-making while also supporting internal coordination and continuous improvement across City divisions.

##### 1. Centralized, Accessible, and Inclusive Engagement

The platform provides the City with a **public-facing engagement site** featuring a modern, user-friendly content management system (CMS). This system supports customizable templates, dynamic content (video, images, interactive tools), and an integrated translation feature to ensure **linguistic inclusivity**. As a fully **AODA-compliant platform** (meeting WCAG 2.0 AA or higher), we are committed to enabling **barrier-free access** to all residents, including those with disabilities, ensuring that every voice in the City can be heard and considered.

##### 2. Wide Range of Engagement Tools

Our platform includes a comprehensive suite of **interactive digital tools** to facilitate a variety of engagement activities:

- **Participatory Budgeting Tool** – empowers residents to allocate budgets and vote on community priorities.
- **Inline Polling & Surveys** – robust, customizable survey tools to collect quick opinions and deep insights.
- **Interactive Mapping** – allows residents to pin comments, ideas, or concerns geographically.
- **Idea Walls & Story Boards** – enables users to submit content (ideas, images, files), and interact with others' submissions.

This diverse toolkit ensures that the City can engage the public using appropriate and innovative methods, adaptable to the context of each project and tailored to different audiences.

### 3. Robust Back-End Functionality for Staff & City Divisions

Our platform provides **roles-based access** and integrates seamlessly with *Active Directory*, enabling secure identity management and allowing internal staff to manage projects, review submissions, and publish content based on their role. Divisions can manage their own engagement data independently while maintaining access to shared insights across the organization.

This **centralized data management system** supports:

- Coordinated project oversight across divisions
- Standardized promotion of engagement opportunities
- Consolidated tracking and evaluation of public input
- Elimination of data duplication or loss
- Historical access to previous consultations
- Integrated links between engagement feedback and Council decisions

This ensures that all public engagement data is securely stored, easy to retrieve, and available across departments for analysis, planning, and reporting.

### 4. Comprehensive Reporting & Real-Time Analytics

The solution includes a **dashboard-driven analytics module** that allows both pre-built and customizable reports. Staff can access real-time data visualizations, export results in multiple formats, and filter responses by demographics, location, and topic—enhancing the City’s ability to make evidence-based decisions.

**Example:** *For a recent municipal project in another jurisdiction, our dashboard allowed staff to view survey response heatmaps by neighborhood, which informed location-specific outreach strategies and improved community alignment.*

### 5. Scalability and System Performance

Our SaaS solution is built on a **secure, cloud-based infrastructure** with unlimited capacity to host:

- An **unlimited number of projects** simultaneously
- An **unlimited number of general public users**
- A large volume of staff administrators across multiple departments



The platform's flexible architecture ensures continuous uptime, responsiveness during peak usage, and fast content delivery City-wide. It is backed by ISO 27001-compliant cybersecurity standards to protect user data and City infrastructure.

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## Key Features of Zencity 360 Platform

The Zencity platform's core capability is analyzing content, context and sentiment of resident input and interactions in real time and over time, in order to deliver insights to different stakeholders in the city's management. This enables city management to increase trust with their residents, improve services by analyzing areas where satisfaction can be improved, and identify opportunities for improving communication and have a more informed conversation with the city's clients: citizens, business owners, visitors and community leaders.

Our approach to input analysis is different from that of other companies in this space, since we are focusing solely on local government. We understand that cities have a unique need in analysing social media and other resident inputs, and have built our capabilities to fit this unique use case. We do that by aggregating the data in a dashboard that visualizes millions of conversations by city department and by geographical area, and by sharing a mobile-first alerting system providing relevant alerts to each stakeholder in real time and over time. All of this is possible based on robust AI developed especially for tracking resident input for cities.

Those are the reasons our platform has been selected by hundreds of cities to track social media, collect representative community input, engage with residents, and power their decision making based on it. The following will describe how our platform works and what are the features included in it.

The Zencity core citizen AI platform, is a SaaS-based tool which collects and digests data from various citizen data sources, including social media platforms (Twitter, Facebook, Designated Hashtags, Instagram and more), city hotlines (311), and additional sources such as online sources and the option for feedback e-mails, and generates ongoing insights from them using Zencity's core AI capabilities. The platform highlights sentiment, topics, trends and anomalies in each data set and in the data as a whole - both over time and in real-time.

Zencity analyzes conversations using multiple tailor made AI analysis algorithms, and displays the data in a dashboard, and produces alerts and reports to stakeholders based on the data.



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## Approach to Achieving Project Goals and Objectives

Zencity's 360 civic engagement and community insights platform has been specifically recommended for the City of Denton staff and leadership because it is purpose-built for municipal governments to drive inclusive, equitable, and data-informed public engagement. With adoption across over 400 local governments globally Zencity offers a proven, scalable solution that directly aligns with the City's objectives to enhance trust, increase civic participation, and ensure decision-making reflects the needs of all residents.

**Recommended Solution Overview:** Zencity is recommending a multidual-platform solution featuring four capabilities:

1. Zencity Organic
2. Zencity Community Survey (Public Sentiment Measurement and Monitoring),
3. Zencity Engage,
4. Zencity Customer Experience Survey.

### I. Zencity Organic

With the power of AI and automation, easily recognize emerging trends and get a bird's eye view on public sentiment around services and initiatives by analyzing the publicly available, anonymized discourse happening online. By mapping, tracking and measuring resident sentiment and news mentions over time you are able to understand how residents feel towards the City's initiatives as well as help staff save time on ongoing communication tasks. This powerful tool allows you to identify opportunities to communicate proactively, and allocate the right resources early.

Our platform enables users to monitor discourse and sentiment about services at large as well as about specific topics over any given period of time – focusing attention and saving time. The team will have access to an unlimited number of “projects”. Projects can cover a variety of topic areas including:

- Crisis Response issues (e.g. protests, public safety issues, floods / hurricanes)
- Strategic Initiatives (e.g. homelessness, budget, development projects)
- Communications strategy and operation (i.e. to analyze resident feedback to various communication methods / channels).

## Key Features:

- **Real-time Monitoring:** Zencity Organic offers continuous tracking of conversations across major social and news media platforms, ensuring that local governments are always informed about community sentiments and emerging issues. This feature allows for the aggregation of data from multiple sources in real-time, providing a dynamic and up-to-date picture of public opinion. By keeping a constant pulse on what residents are discussing online, local officials can quickly identify and respond to concerns, enhancing their ability to stay connected with the community's evolving needs.
- **Sentiment Analysis:** Utilizing advanced AI-driven tools, Zencity Organic analyzes the emotional tone of public discourse. This sentiment analysis goes beyond merely cataloging positive or negative comments; it delves into the subtleties of community mood, identifying underlying feelings such as frustration, optimism, or concern. These insights enable local governments to understand not just what issues are being discussed, but how the community feels about them, providing a richer context for decision-making and strategic planning.
- **Trend Identification:** Zencity Organic excels in identifying and highlighting emerging trends and issues within the community. By analyzing data patterns and tracking the frequency of topics, the platform can pinpoint new and significant trends early on. This allows local governments to take proactive measures, addressing potential problems before they escalate and seizing opportunities to engage with the community on pertinent issues, thereby staying ahead of the curve in public discourse.
- **Customizable and Unlimited Project Dashboards:** The platform features user-friendly and customizable dashboards that allow officials to aggregate all relevant anonymized discourse taking place on publicly available channels, including the ability to alert staff when anomalies are detected in your discourse on key issues. The Project provides visualization of data in a way that is most relevant to the individual's specific needs. These dashboards can be tailored to display key metrics, trends, and insights, providing a clear and concise overview of public sentiment and engagement. This customization enhances data-driven decision-making by making complex data more accessible and easier to interpret for various stakeholders within the government.
- **Automated Anomaly Highlights:** Zencity Organic features a smart, AI-driven lens into emerging community trends with automatically updated highlights that immediately surface significant shifts in conversation from social media, news media, 311 tickets and more- saving the hassle of pouring through thousands of data points to identify something noteworthy. When a sharp increase in mentions of recycling, or a sudden spike of negative sentiment regarding leadership occurs,

you'll see an alert at the top of your dashboard and/or email notifications for alerts right to your inbox.

- **Geo-Spatial Analysis:** The platform includes geo-spatial analysis capabilities, which provide insights into where conversations are happening within the jurisdiction. This feature allows local governments to understand geographic trends in public discourse, helping them to allocate resources more effectively and engage with specific areas or neighborhoods that may require more attention. By mapping out the locations of key discussions, officials can target their responses and initiatives more precisely.
- **Engagement Metrics:** Zencity Organic tracks the effectiveness of communications and engagement strategies by monitoring various metrics such as reach, engagement rate, and public response. These metrics provide valuable feedback on how well the government's messages are being received and whether they are resonating with the community. By analyzing these engagement metrics, local governments can refine their communication strategies to improve outreach and connection with residents.
- **Integration with Existing Systems:** Zencity Organic seamlessly integrates with other tools and systems used by local governments, ensuring a streamlined workflow. This integration capability means that data from Zencity Organic can be easily combined with information from other platforms, enhancing overall data analysis and operational efficiency. By working within the existing technological ecosystem of local governments, Zencity Organic facilitates a smoother adoption and maximizes the utility of the platform.
- **Full Integration of Data Sources:** Understand the relevant conversations residents are having across publicly available sources, including social and digital media channels. Included in the Denton's package best-in-class coverage of social media, online news, CRM (Veerant) and publicly available outlets:
  - Unlimited coverage of official sources and unofficial sources
  - Smart anomaly alerts
  - Scheduled custom email digests
  - Custom dashboards and reports
  - Automated reporting
  - Tailored analyst Insights
  - Publishing and social media management
  - Multiple accounts & channels
  - Social media analytics
  - AI-generated content
- **Publishing:** Our platform allows to post to all official government social media channels and generate pitch-perfect press releases in seconds, so you can get your message out to the community in less time. Zencity's ChatPT enabled toolbox

allows to manage outbound engagement on all social media platforms, including Nextdoor, and saves time with content creation by infusing AI into the process.

- Manage multiple accounts & channels – post on all accounts, including nextdoor, and use key features like scheduling, approval flows and more to save valuable time.
  - In depth Social media analytics – to track and report on the success and impact of your work.
  - AI-generated content – use our built in ChatGPT engines to create content for press releases or social posts, trained on the best examples out there.
- **Automated Reporting:** Zencity Organic generates comprehensive and automated reports that summarize key findings from the collected data. These reports provide actionable insights and support informed decision-making and strategic planning. By automating the reporting process, the platform saves time and resources for local governments, ensuring that they have regular and detailed updates on community sentiment and emerging issues without the need for manual data compilation.
- **DIY Reporting:** Zencity Organic is also a powerful builder for tailor reports allowing you to keep elected officials and other stakeholders in the know with easy-to-generate, customizable reports that draw data from your dashboard. These reports include:
  - **Templates for recurring reports** that are fully customizable, automatically generated at the cadence of choice, and sent to selected city staff and leadership
  - **Automatically-scheduled reports** that all users in the city are eligible to customize, build and schedule
  - **Cross-platform data** that allows you to identify and share trends across the Zencity data sets beyond just Organic social and news media data, but also includes any survey data from Zencity.
- **Custom Digests and Media Mentions:** Zencity offers a range of preset and custom email digest and alert options, to bring the information that's most valuable to you from your dashboard right to your inbox or push notifications. This includes city summaries, top projects summaries, media mentions in the news roundups and custom topic digests all at a cadence of your choice.
- **Insights:** Zencity Insights are one of the cornerstones of Zencity's platform. Written by our team of analysts, they are short briefs that summarize key findings in your community's data, so you can save time getting to the bottom of what the numbers are showing. Part of being a Zencity client means receiving insights that are personalized to your community on a regular basis; you can also request insights on an as-needed basis, usually for a timely issue.

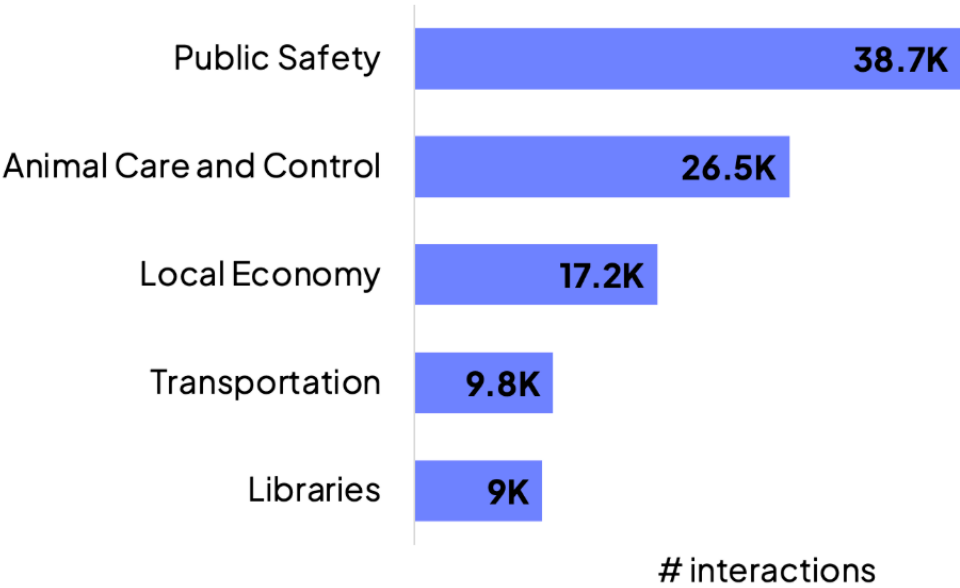
**Data Privacy and Security:** Ensuring compliance with data privacy regulations, Zencity Organic employs robust security measures to protect sensitive information. The platform is designed with strong data encryption, secure data storage, and regular security audits to safeguard the information collected and analyzed. This commitment to data privacy and security helps build trust with the community, assuring residents that their personal information is handled with the highest standards of care.

From January to March 2025, official city channels generated [141K interactions](#), representing 30% of

**Q1 Official Channels Discourse: Positive sentiment was 10X higher than negative; Residents engaged actively with City communications, particularly on issues such as Public Safety, Animal Care and Control, and the Local Economy.**

Apr 14 - Apr 14, 2025

Official Channels Discourse: Popular Topics




**Libraries (9K interactions):** Promotional content from the City’s public library was the primary driver of engagement in this category. One particularly well-received initiative invited the public to help name the library’s shelving carts, sparking enthusiastic participation and a range of creative suggestions.

In summary, **the official discourse in the City during the first quarter of 2025 was marked by substantial positivity**, with only minimal negativity—primarily appearing in comments on missing persons posts. The City’s official communications effectively engaged residents, particularly on topics like animal care and road safety. **Community members responded with active participation across a broad range of local issues, often demonstrating kindness and a spirit of collaboration.**

Project alert New

Positive interactions increased in **Municipal Finance & Services**.

+478%




See the Data

Channel to watch

Looks like there is an increase in **negative** interactions across your **official channels**.

+75%



Investigate

Publishing

Planner

Profiles

Today

<

>

January 2023

<div>MON 21</div> <div><div>Catch a game at USA Baseball or see a live...</div><div>9:30 AM</div><div></div></div> <div><div>Did you know 2023 is NC Year of the Trail? To...</div><div>11:00 AM</div><div></div></div> <div><div>Join us on Jan 11 from 6 - 8 p.m. at Mills Park Elementar...</div><div>2:10 AM</div><div></div></div>	<div>TUE 22</div>	<div>WED 23</div> <div><div>Light up the Beach! Christmas decorations are...</div><div>9:30 AM</div><div></div></div>	<div>THU 24</div> <div><div>Hey, team. Please remember to schedule...</div><div></div><div></div></div> <div><div>Remember Karen to create the post we...</div><div></div><div></div></div>	<div>FRI 25</div> <div><div>Light up the Beach! Christmas decorations...</div><div>10:00 AM</div><div></div></div> <div><div>@CaryTheater announced the launch of BEYOND: The...</div><div>12:30 PM</div><div></div></div>	<div>SAT 26</div> <div><div>Light up the Beach! Christmas decorations...</div><div>10:00 AM</div><div></div></div> <div><div>Refocus your energy after the holiday rush. Try a free...</div><div>10:30 AM</div><div></div></div> <div><div>Tennis matches, photo galleries, live shows - there's...</div><div>2:30 PM</div><div></div></div> <div><div>Canadian folk artist falls for a fishmonger in the acclaime...</div><div>4:30 PM</div><div></div></div>
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Auto-Post Writer

We make creating and publishing posts a breeze. Simply give us input and we'll craft a polished post for you.




Input:

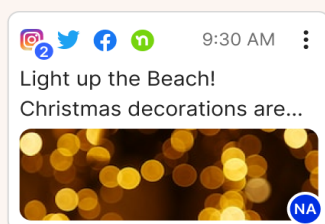
Write an Instagram post about a new park opening on Carlebach Street |

Cancel

Apply

Request a Project

NAME	SENTIMENT	
<div><div>Winter Carnival</div></div>	<div>13% ↑ 36%</div> <div>16% ↓ 28%</div>	<div>Manage</div>
<div><div>Sense of Public Safety</div></div>	<div>13% ↑ 36%</div> <div>16% ↓ 28%</div>	<div>Set Up</div>
<div><div>Bicycle Lanes</div></div>	<div>13% ↑ 36%</div> <div>16% ↓ 28%</div>	<div>Set Up</div>



## II. Zencity Community Survey

### (Public Sentiment Measurement & Monitoring at a Representative Level)

Zencity Community Survey is a powerful tool designed to empower local governments with the ability to measure, monitor and identify valuable insights into the needs, priorities, and sentiments of their communities. In response to the increasing demand for data-driven decision-making and community engagement, Zencity offers a comprehensive solution that goes beyond traditional survey methods to deliver actionable insights that drive positive change.

Hear from more residents and solicit input from a broad cross-section of the community with digital benchmarking surveys designed by data scientists to be accessible, demographically representative of your community, and statistically sound. These benchmarking tools help municipalities continuously measure resident priorities and satisfaction.

Compared to traditional survey methods conducted offline via mail and phone interviews to a random sample of residents, Zencity's surveys are designed, deployed, and analyzed for you, and are:

- Digitally distributed via targeted ads to reach a representative sample (based on Census data), meeting Denton residents 'where they are';
- Encompass multiple target languages;
- Include concise, user-friendly questionnaires to lower barriers to completion;
- Are displayed via a dashboard that can be filtered by demographic categories such as age, gender, geography within the city, and a live view of responses to open-ended questions

Zencity currently surveys the Denton community on an annual basis, generating a summary and comprehensive report that is representative and demographically representative based on the latest Census data. This takes into account: race, age, sex, education, income level, language.



Importantly, these surveys can be geographically segmented into areas of Denton as chosen by the City (e.g. neighborhood, block, district, etc.), and the questionnaire can be amended as priorities evolve.

For maximum transparency and trust-building, this data can easily be published on the City's website via API or embedment.

Zencity Surveys aim to address the main challenges that cause traditional government surveying to be inefficient and ineffective including:

- Full service distribution
- Always on 24/7 dashboard
- Compiled and representative on a monthly, quarterly or 'one time'
- Unlimited translations of questions
- Customized questionnaire
- Analysis of open ended responses
- Designed reports that are digestible by stakeholders

### **Community Survey Methodology:**

In the subsequent sections, we present Zencity's comprehensive methodology designed to deliver high-quality outcomes for your project. Our approach encompasses detailed tasks spanning survey development, meticulous data collection, robust analysis, and insightful reporting.

- **Survey Development and Administration:** Collaborating closely with Denton, Zencity will orchestrate the development and administration of a sophisticated online survey aimed at capturing community sentiment on the key issues pertinent to your residents. The Community Survey will be meticulously crafted to align with Denton's priorities and conducted according to a schedule tailored to Denton's preferences.
- **Live Survey Dashboard:** Throughout the survey period, Denton will have access to an always viewable, dynamic live dashboard, providing real-time insights into survey responses. This dashboard offers a comprehensive view of survey results, allowing Denton to drill down into specific demographics and geographic regions, facilitating nuanced analysis and decision-making.
- **Representativeness:** To ensure inclusivity and representativeness, Zencity employs proven data collection methodologies that transcend traditional barriers. We leverage targeted advertisement strategies to engage with traditionally hard-to-reach demographics, including younger residents, individuals from diverse cultural backgrounds, and non-English speaking populations.



- **Strategic Partnership and Support:** By partnering with Zencity, Denton gains a strategic ally dedicated to deciphering public perception and driving data-informed decision-making. Our team will equip Denton staff with the necessary tools to effectively analyze survey data, enabling them to measure the efficacy of existing strategies and delve into the underlying factors influencing community sentiment.
- **Dedicated Customer Support with Customer Success Manager:** Throughout the project lifecycle, Denton will benefit from dedicated support from a designated local government success manager, ensuring seamless communication and assistance. Our survey and engagement experts will be readily available to address any queries or concerns, providing comprehensive support every step of the way.

### Survey Scope and Design:

Zencity will collaborate closely with Denton to develop a comprehensive survey encompassing a wide range of crucial topics vital to understanding community sentiment. These topics include resident satisfaction, economic development, public safety, amenities, quality of life, and communication channels. The survey will be meticulously crafted to engage Denton's residents aged 18 and above, leveraging targeted advertisement methodologies to ensure broad participation.

Our survey development process will be iterative, involving close collaboration between Zencity and Denton to ensure that the questionnaires are tailored to the specific needs and characteristics of Denton's community. Zencity's survey experts will draft, revise, and obtain feedback from Denton's project team to ensure that the survey questions are appropriate and applicable to Denton's services, stakeholders, and business community. We anticipate 2–3 iterations of survey review before gaining approval from Denton for publication.

Zencity is committed to measuring changes in sentiment over time in core metrics. As such, we will retain some survey question content across cycles while also incorporating additional content and new information as Denton's project team's understanding of local sentiment evolves.

Drawing on our extensive experience conducting Community Surveys in numerous communities across the United States, Zencity offers a flexible data collection mechanism that can report data on a semi-annual or even quarterly basis. The survey content includes a "base" section covering overall quality of life, satisfaction with services provided, and community characteristics and sentiments.

Additionally, Zencity provides space for up to five custom questions that can be modified once per cycle (bi-annually or annually). This flexibility allows us to gauge and measure

community satisfaction on main ballot initiatives and other specific topics relevant to Denton.

Zencity will oversee the launch of data collection and monitor responses closely. We recommend a regular cadence for the Community Survey to allow Denton to gain insights into how community sentiments are evolving over time.

### **Data Collection Methods:**

Surveying a population poses challenges as participation rates may decline with increased survey frequency (Groves et al., 2009). To address this, we advocate for a balanced approach, prioritizing a sufficiently large sample size while addressing participation concerns. We target approximately 600 respondents annually to achieve statistical reliability. Given the nature of our non probability survey, data collection continues until we secure a representative sample of this size, ensuring robust insights.

Traditional probability-based surveys, while established, exhibit limitations such as coverage and nonresponse errors (Baker et al., 2013; Elliott & Valiant, 2017). These errors may exclude mobile residents or individuals without fixed addresses, skewing survey outcomes. Consequently, we employ advanced techniques to collect statistically sound data from Denton's residents using non-probability-based methods.

Digital outreach forms the cornerstone of our data collection strategy, capitalizing on the widespread use of digital devices and internet access. Through targeted ads on social media, mobile apps, and online panels, we engage residents across diverse demographics, amplifying community voices often overlooked in traditional surveys.

Our advertisements maintain neutrality, refraining from biasing respondents towards specific survey topics. Instead, we present a general message such as "We have an important new study for Denton residents," allowing respondents to engage with survey content impartially.

This digital distribution method leverages the internet's ubiquity, serving as a modern "public square" for gathering diverse perspectives (Pew Research Center, 2021). With 93% of US adults using the internet, this approach ensures broad representation across various demographic groups and community types.

To verify residency, we employ multiple validation methods. Before data collection, social media platform metadata, panel providers, and mobile app vendors help identify likely residents of Denton. During surveys, respondents are explicitly asked about their residency status and zip code. Responses failing to meet residency criteria are promptly excluded from analysis, safeguarding data integrity and accuracy.

Engaging Underrepresented Populations

At Zencity, we understand the importance of engaging underrepresented segments of the population to ensure that our local government partners can make informed decisions that truly reflect the needs and aspirations of the community. Leveraging our expertise in community engagement, we develop tailored strategies to connect with historically marginalized groups within Denton's population, including the non-English-speaking community, local stakeholders, residents aged 18 to 34, and those residing in multi-family dwellings.

- **Engagement with Non-English Speaking Populations:** To engage effectively with Denton's non-English-speaking residents, we employ customized strategies to promote inclusivity and facilitate clear communication:
  - **Language Accessibility:** Our surveys offer language options such as English, Spanish, and other languages at no extra charge to ensure accessibility for all residents. Survey questions are presented in the default language supported by the respondent's device assuming the survey is translated in that language, and advertisements inviting participation may be displayed in multiple languages.
  - **Targeted Distribution:** We target based on zipcodes within Denton's community.
- **Translations:** Zencity provides unlimited translations for languages spoken by at least 5% of the population, accommodating diverse linguistic needs. We currently support the following languages, but Zencity can add other languages upon request:

English	Spanish	French	Chinese	Telugu
Hindi	Arabic	Haitian Creole	Vietnamese	
Japanese	Korean	Amharic	Nepali	
Punjabi	Portuguese	Russian	Khmer	
Hmong	Tagalog	Pashto	Burmese	
Yoruba	Swahili	Kinyarwanda	Urdu	

- **Engagement with Young Adults (Ages 18–34):** Zencity employs various methods to reach underrepresented young adults for the Community Survey, including targeted campaigns on social media, mobile app ad networks, websites, and survey panels. Through our experience, we've found that mobile app ad networks and survey

panels are particularly effective in reaching younger residents compared to traditional social media platforms. By utilizing these targeted strategies, Zencity ensures that historically underrepresented segments of Denton's population are not only informed about the survey but also feel empowered to participate and provide their valuable feedback.

## Data Processing

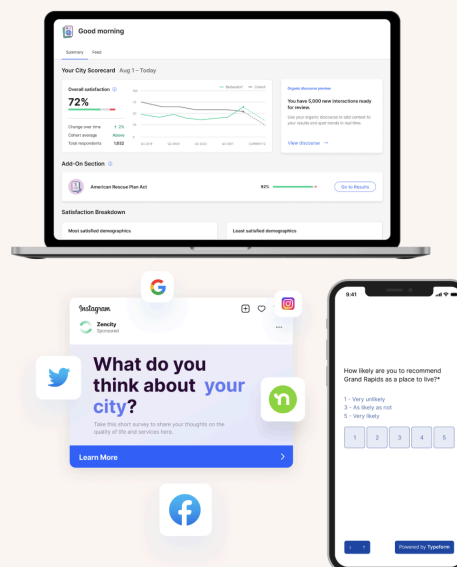
- **Removing Ineligible Respondents.** The first step in this process is the removal of ineligible responses, including respondents who report being under 18, those who fail to provide any demographic information, and those who fail to report a valid zipcode.
- **Rake Weighting.** After the ineligible responses have been removed, Zencity employs an industry-standard statistical technique called rake weighting (also known as "rim weighting" or "iterative proportional fitting"). This technique assigns a unique weight to each respondent based on their demographic characteristics (age, gender, and race). This process ensures that the distribution of these characteristics in the final weighted sample aligns with the community's overall demographics to ensure a stronger representation of the whole community.

## Reporting

After each cycle of the survey, Zencity ensures the delivery of comprehensive and insightful reporting to Denton. This reporting is meticulously crafted by our dedicated team of survey researchers and data analysts, who possess expertise in extracting actionable insights from complex datasets.

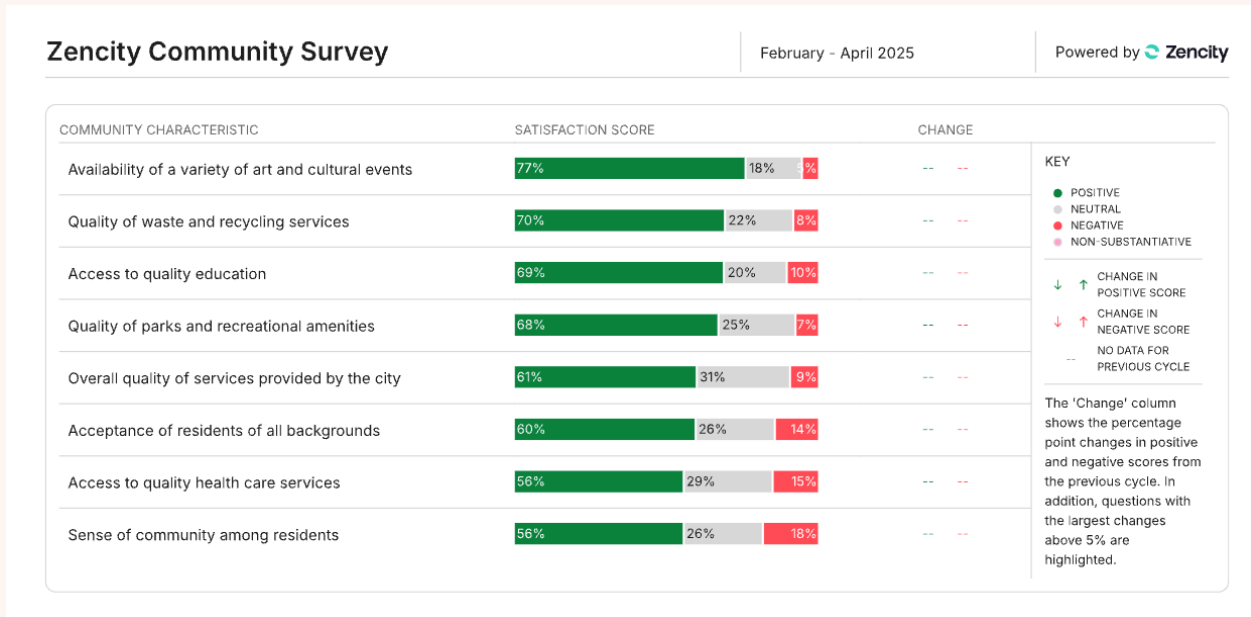
The report goes beyond merely presenting raw data; it delves into the underlying trends and patterns observed within the collected information. By analyzing the data through the lens of demographics and geography, we provide Denton with a nuanced understanding of how different segments of the population and geographical areas contribute to the overall sentiment and perceptions captured in the survey.

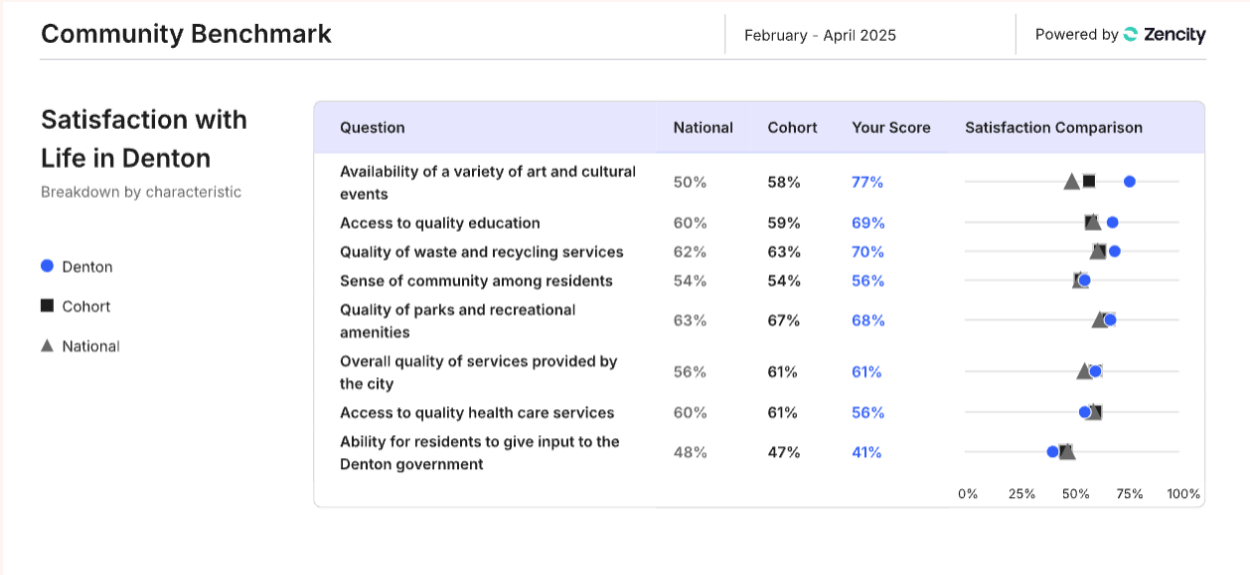
Specifically, the report elucidates the correlations between demographic factors such as age, gender, income level, and educational background with the responses received. Furthermore, it explores how the geographic distribution of respondents across different neighborhoods or districts within Denton may influence the reported sentiments and opinions.



One of the key strengths of our reporting is its adaptability and flexibility to suit Denton's needs. Whether Denton prefers a detailed written analysis, interactive data visualizations, or a dynamic presentation format, we can tailor the report to align with their preferences and requirements. Additionally, our team is equipped to present the findings directly to Denton;s Council members, offering valuable insights and recommendations to inform strategic decision-making processes.

The presentation of the report is conducted virtually via Zoom, presented by a Survey Analyst from the Zencity Survey Team and joined by the city's Customer Success Manager and Account Manager.





III. Zencity Engage

Zencity Engage is a dynamic platform designed to support a wide range of public engagement activities, offering a suite of powerful features to ensure seamless and effective community interaction. A collaborative portal for public conversations, Zencity Engage enables Denton stakeholders to foster meaningful dialogue, and understand the community you serve while lowering barriers to participation for city staff and residents. The digital, multilingual engagement tool is designed to make public consultations accessible and meaningful and can also be used for internal surveying purposes (e.g. employee surveys).

The platform provides robust survey capabilities, including skip logic and logic branching, map-based feedback, idea boards, open and closed-ended questions, and participatory budgeting, allowing for dynamic, personalized experiences tailored to residents previous answers. Additionally, Zencity Engage supports the integration of multimedia elements like images and videos within surveys, enhancing clarity and engagement. It also includes full accessibility per AODA standards and is optimized for use across devices.

The platform prioritizes privacy, offering the ability to create fully anonymous surveys by default, ensuring no personally identifiable information is collected unless explicitly requested. This helps foster trust with respondents while enabling valuable insights to be gathered through both mandatory and non-mandatory questions. Zencity Engage also allows for cloning past surveys, reusing questions, and leveraging a built-in question bank to save time and maintain consistency.

For geospatial engagement, Zencity Engage excels with its mapping tools, enabling City staff to add multiple layers to maps, upload geospatial files, and draw boundaries. Participants can drop pins, add comments, and interact with project renderings or draft designs, allowing for precise location-based feedback. All map-based feedback can be exported in CSV format for further analysis.

City staff have full control over user access, with the ability to create unlimited admin accounts, manage user permissions, and configure automatic notifications. The platform supports external third-party collaborators at no additional cost, making it ideal for large-scale, multi-stakeholder projects. With a flexible, user-friendly interface, Zencity Engage enables easy content creation, from simple updates to complex engagement activities, with drag-and-drop functionality and customizable templates.

Zencity Engage also boasts comprehensive data analysis and reporting features. It provides real-time dashboards, crosstabs for detailed analysis, sentiment analysis for textual data, and a variety of visualizations to help City staff understand engagement results. Reports can be customized and exported in multiple formats, ensuring accessibility and integration with other City systems.

Compliance with legal standards is a priority, with the platform ensuring full adherence to privacy and anti-spam regulations. Participants can easily opt in or out of notifications, and all actions are recorded for accountability.

Overall, Zencity Engage offers a comprehensive, scalable solution for City staff to engage with the public effectively, manage large volumes of data, and make informed decisions, all while ensuring compliance, transparency, and ease of use.

- **Tailored and Inclusive Engagement:** Zencity Engage offers local governments easy-to-use survey tools to gather feedback directly from residents on various issues, distributing these surveys via multiple channels such as social media, email, and community websites to ensure broad reach and participation. The platform also integrates multiple communication channels, including social media, email, and web portals, enabling local governments to connect with citizens through their preferred methods and increasing the likelihood of engagement and feedback. Local governments can create and manage customized engagement campaigns tailored to specific issues or projects, incorporating targeted outreach, special surveys, and focused communication efforts to maximize engagement on key topics. Zencity Engage supports multilingual surveys and communications, ensuring full participation from non-English speaking residents. Additionally, the platform offers accessibility features to accommodate residents with disabilities, promoting inclusive participation.



- **Branding:** Zencity Engage is fully branded to Denton's needs, incorporating the images, colors and text that speaks specifically to Denton's unique community. It will allow you to build specific projects for your residents where they can visit a portal, learn about your work, and submit feedback relating their sentiment. Many of our clients use Engage to foster participatory budgeting conversations or allow residents to provide feedback on housing or parks projects.
- **Ease of Use:** Building projects on Engage is simple, and analysis of any engagement effort is completed automatically within the platform—there is no need to export Excel spreadsheets – which allows you to understand results in record time, with machine learning for text analysis, and cross-tabbing for quantitative responses.
- **Unlimited Projects:** Ultimately, Denton has access to an unlimited number of projects, which allows you to create living, breathing project pages that targeted residents can use to:
  - Understand Agency programming (justification, timeline, impacts);
  - Sign up for updates / notifications;
  - Provide direct, in-depth feedback on initiatives; and
  - Collaborate with other residents (overseen by AI moderation).

## Reporting

Zencity Engage offers advanced reporting capabilities that elevate the user experience and provide deeper insights into community engagement. These features include:

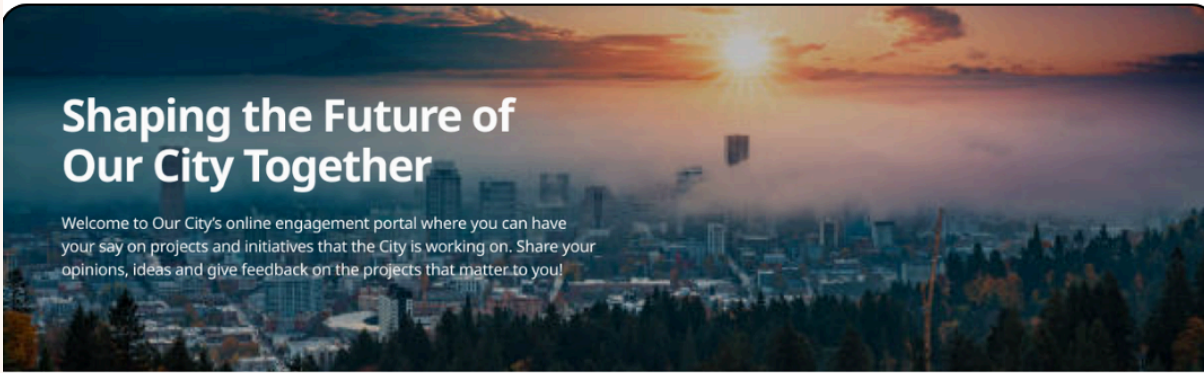
- **Extended Filtering and Compare Functionality:** Users can leverage extended filtering and compare tools to refine data sets and uncover new insights. This functionality allows for detailed analysis by limiting or cross-tabulating quantitative data sets, enabling users to identify trends and patterns more effectively.
- **Web-based and PDF Reports:** Zencity Engage provides both web-based and PDF reports for convenient access and sharing of insights. Users can easily generate and customize reports to suit their specific needs, ensuring seamless communication of findings to stakeholders.
- **Translated CSV Exports:** Exporting results into a CSV file is made easy with Zencity Engage, facilitating further analysis in tools like Excel or SPSS. Additionally, the platform offers translated CSV exports, allowing users to work with data in multiple languages for enhanced accessibility and inclusivity.
- **Integration with Analytics Platforms:** Zencity Engage seamlessly integrates with popular analytics platforms such as Google Analytics and Facebook Pixel. This integration enables users to gather comprehensive cross-platform insights, enriching their understanding of participant behavior and engagement across different channels.



- **Participant Metadata Management:** Zencity Engage captures participant metadata and ensures result accuracy by de-duplicating results based on IP Address and Digital Fingerprint. This ensures that data integrity is maintained, providing users with reliable and trustworthy insights.
- **Visual Data Representation:** Utilizing customizable charts and visualizations, Zencity Engage allows users to present quantitative data in an aesthetically pleasing manner. This enhances the readability and impact of reports, making it easier for stakeholders to grasp key findings at a glance.
- **Text Analysis and Heat Maps:** The platform employs embedded text-analysis tools to unveil common themes within qualitative responses. Additionally, users can gain insights from heat maps and comment reports generated from map and image pin-drop questions, providing a deeper understanding of community sentiment and preferences.
- **Effortless Report Publishing:** Users can easily share results with participants by publishing reports with just a single click. This streamlines the dissemination of findings, fostering transparency and accountability in community engagement efforts.

## Accessibility


Zencity Engage is fully compliant with Section 508 / ADA standards, ensuring accessibility for users with visual impairments and other disabilities. Our platform undergoes rigorous testing to guarantee seamless navigation for screen reader users and keyboard-only operation. Furthermore, Zencity Engage provides color contrast notifications to align with WCAG 2.1 AA guidelines, promoting accessibility for all users. Additionally, our platform employs caching mechanisms, local storage, and image optimization to minimize page load times, enhancing the experience for participants, including those using older browsers or slower internet connections.



# Shaping the Future of Our City Together

Welcome to Our City's online engagement portal where you can have your say on projects and initiatives that the City is working on. Share your opinions, ideas and give feedback on the projects that matter to you!

## Latest Projects



**PLANNING & DEVELOPMENT**

### Creekside Neighbourhood Plan

Our City is creating a plan for the new Creekside Neighbourhood, a mountainside area known for its open space and trails.

[View Project](#)



**ENVIRONMENT & UTILITIES**

### Road to a Zero Waste City

Over the next 10 years, the City is investing in policies and infrastructure towards meeting and exceeding Provincial Zero Waste mandates.

[View Project](#)

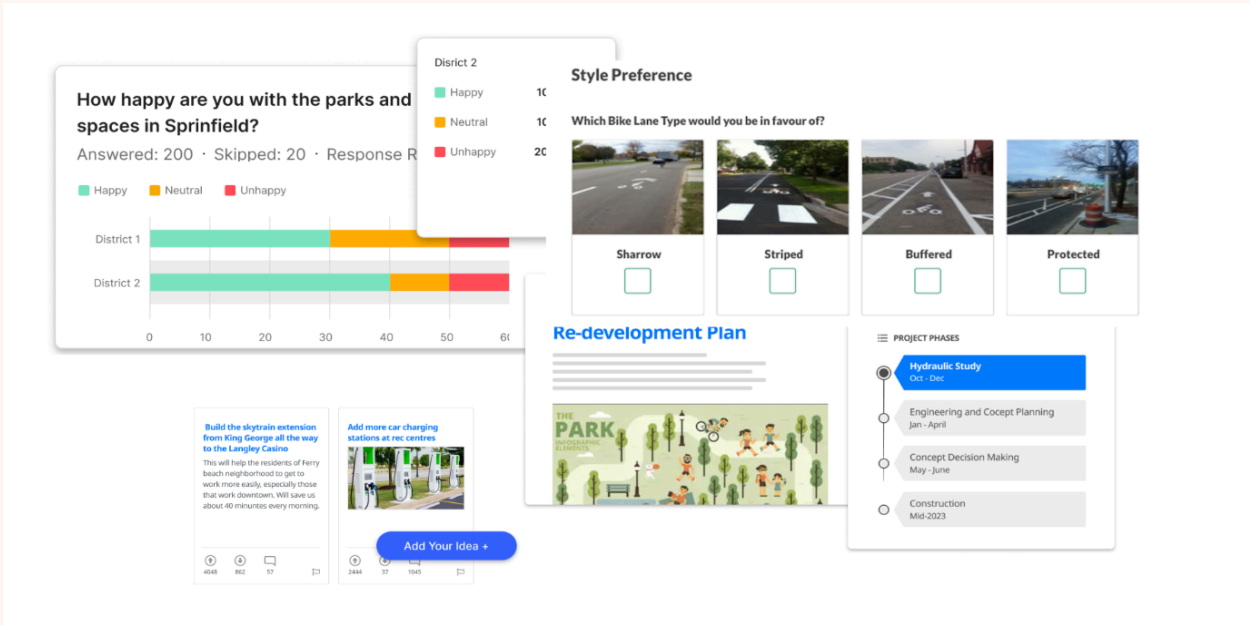


**PARKS, RECREATION & CULTURE**

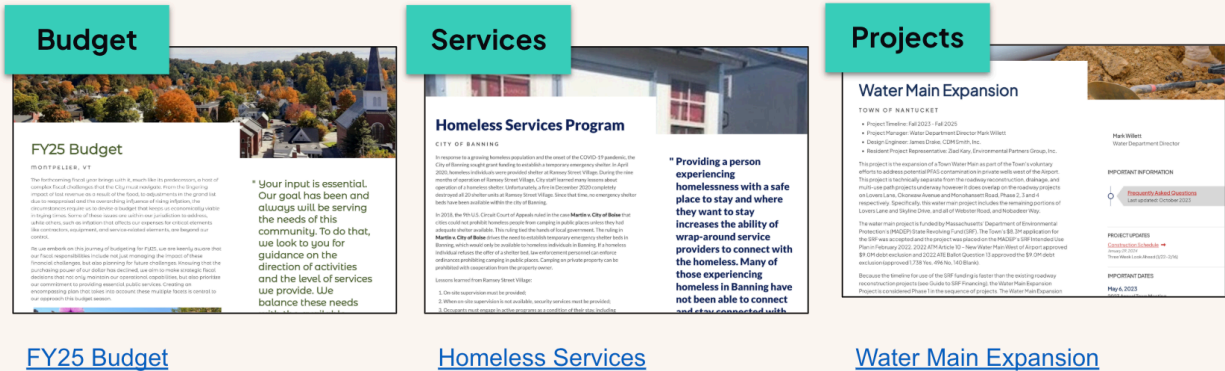
### 2024 Culture Strategy

The Culture Strategy will build on previous City plans, strategies and policies and will provide a vision and an action plan for strengthening culture delivery and services in Our City.

[View Project](#)



## Engage Use Case Examples



## IV. Zencity Customer Experience Survey

In addition to the representative Community Survey, Zencity Customer Experience Surveys help cities improve community services with continuous resident satisfaction polls that deliver clear, ongoing feedback and enable data-driven performance recommendations.

Experience Surveys explore customer experience (CX) by gathering feedback from individuals who interact with various service providers. Organizations typically use them to determine how well they are performing and where they need to improve. This feedback is crucial for assessing and enhancing service quality. In local government, agencies use the feedback to assess service performance, monitor staff interactions, and analyze suggestions for improvement.

Experience surveys are key to understanding the efficacy and quality of services provided. They help to:

- **Gauge Customer Satisfaction:** By collecting feedback directly from the individuals who receive services, you can measure satisfaction levels.
- **Identify Areas for Improvement:** Feedback highlights specific areas where services may be lacking and need enhancement.
- **Enhance Accountability:** Regular surveys ensure that service providers remain accountable for the quality of their interactions.
- **Inform Policy and Decision-Making:** Survey data can inform broader policy decisions and strategic planning.

Enable residents to provide feedback on City services immediately following an interaction:

- **Accessible feedback channels:** Our short questionnaire has been purposely crafted to remove common barriers to participation—like time and language—so more resident groups can easily take part
- **Smart Distribution:** The distribution mechanism is adjusted to your needs to make sure that each service you provide is followed by the right questionnaire, delivered at the right time and place.
- **Always-on Dashboard:** See results update as more submissions come in and access a live feed of open-ended responses that are automatically analyzed and classified.
- **Reporting:**

**Survey Process:** Whenever a resident (Actor) interacts with the city's 311 (Service Provider), it involves receiving a specific service (Service Type) and, often but not always, engaging with a staff member (Staff). We refer to this occurrence as the Interaction. Typically, a record of this interaction is created (Case Record). Interactions can vary in duration:

- Short-term Interactions: These last only a few minutes (e.g., a traffic stop).
- Long-term Interactions can extend over months (e.g., a 311 public works request).

When an interaction is completed (resolved), the service provider can issue an Experience Survey to the actor. This survey allows the actor to evaluate the specific interaction and the service provider in general:

- **Notification:** The actor receives a notification requesting they complete a survey. The notification timeframe varies depending on your preference. Notifications are sent through SMS and Email.
- **Submission:** If the actor chooses to participate, their responses are recorded as a survey submission.

## Data Integration and Analysis

Experience survey integration involves integrating your case record management system (CRM, CAD/RMS, or any other organizational system) with Zencity's survey platform. The integration process is done once, enabling a seamless survey distribution process. There are various ways to integrate the case record data:

- **API Integrations:** APIs (Application Programming Interfaces) enable data to be sent and received between the survey platform and other software, automating the survey distribution and data collection process.
- **Webhooks:** Webhooks are automated messages sent from one system to another when a specific event occurs. For example, when a survey is completed, a webhook

can trigger an action in another system, such as updating a customer's profile in a CRM.

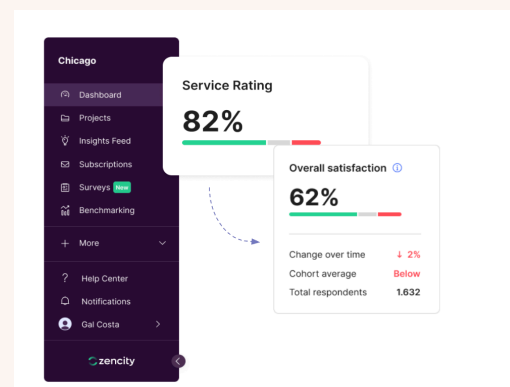
- **Embedding Surveys:** Experience Surveys can be embedded into emails, websites, or apps using HTML or JavaScript. This allows for seamless integration where users can fill out surveys without leaving the platform they are currently using.
- **Data Export/Import:** Some integrations involve exporting data in formats like CSV or Excel and then importing it into another system. This can be done manually or automated through scheduled data transfers.
- **Custom Integrations:** In cases where pre-built integrations are unavailable, custom integrations can be developed. This involves using APIs and webhooks to create tailored solutions that meet specific business needs. Zencity's technical team will make sure to find the optimal custom solution in partnership with your technical representatives.

Once an integration is set up, Zencity processes the data from both the case record and the survey submission and presents an analysis of the responses on a live dashboard. This dashboard offers a comprehensive analysis of resident feedback, categorized by “service type” and other criteria, focusing on subjective experience through a standardized question set. Questions are assigned with Key Performance Indicators (KPIs). The standard version uses the following KPIs:

1. Overall Performance
2. Service Performance
3. Staff Performance
4. Reliability Rating

## Reporting

With Zencity Reporting for Experience Surveys, individuals can subscribe to report cadences of their choice updating on scores, changes and notable comments from residents broken down by services. Additionally, automated weekly email digest are available with weekly performance reports that are clean, branded summaries showing key metrics and trends. The digest covers weekly response counts and performance scores vs. year-to-date comparisons.



What's included:

- Weekly response volumes
  - Performance scores with year-to-date comparisons
  - Key aspects like Interaction, and Reliability scores
- 

## 4. Onboarding, Training, and Ongoing Success Support

### Customized Onboarding Plan

Our onboarding process is led by a dedicated Customer Success Manager (CSM) and tailored to meet the City of Denton's specific goals and workflows. This ensures a seamless platform configuration, knowledge transfer, and immediate alignment with the City's engagement priorities.

As partners of the City of Denton since 2024, the Zecity Organic Dashboard is already up and running, collecting live public feedback from residents which reduces any implementation or set up time for launching. The Zecity Annual Community Survey already completed its first cycle in April 2025, so future surveys will provide over time comparative data and a smooth launch since GIS .shp file for city Districts and language preferences have already been determined.

### Structured Timeline and Training Milestones

For the continued and ongoing training and support for Zecity Organic and Zecity Annual Community Survey and the launch of Zecity Engage and Experience Surveys, we propose a phased onboarding and training schedule over 12 weeks, including live sessions, hands-on learning, and check-ins to ensure adoption and impact:

The timeframe is flexible giving the ongoing collaboration, existing integrations, and can be adapted according to the City of Denton's needs.

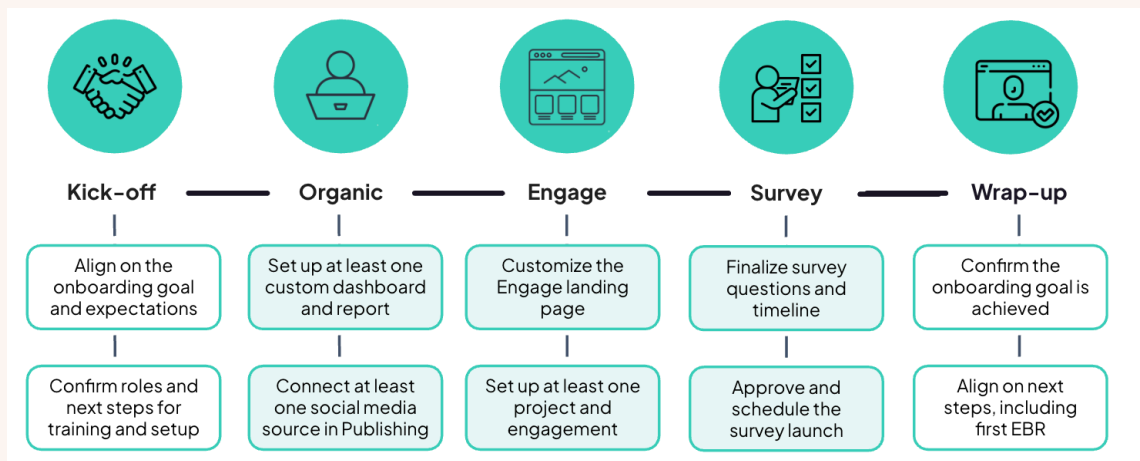
- **Week 1: Kick-off Meeting** – Introduction of teams, newly added Zecity Products, project goals, success metrics, and onboarding roadmap.
- **Week 2–3: Platform Configuration** –
  - Zecity Organic: **already configured**
  - Zecity Annual Community Survey: **already configured, will revisit 2 months prior to launching the 2025 survey**
  - Zecity Engage: configure branding set up and customize landing page, guided setup of admin tools, data integration, and permission settings.



- Zencity Experience Survey: identify potential integration set up with City of Denton's Veerant 311. Will need to configure for which city services the experience survey is relevant for as well as distribution method (i.e. SMS, email, QR code)
- **Week 5: Admin Training** – In-depth training for system administrators on managing users, content, and dashboards for each respective tool.
- **Week 7: End-User Training** – Role-based training on functional use, including analytics, map tools, and survey deployment.

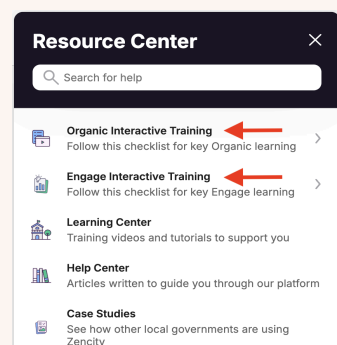
#### Training Plan:

- Delivered through regular meetings with the Zencity onboarding team
- Covers key aspects of Engage setup and usage, as well as refresher for Organic for new and existing users
- Consultation with your CSM to plan your next Annual Community Survey launch
- Option to supplement with interactive training, learning center, and open training sessions (choose what works best for you)
- Wrap-up meeting at conclusion of training
- In addition to your CSM, online interactive and self-paced training for Zencity's tools are available within the platform, always-on.
- **Week 10: Advanced Use & Strategy** – Deep dive into reporting, accessibility tools, segmentation, and engagement strategy.
- **Week 12: Optimization & Review** – Final wrap-up session to review platform performance, gather feedback, and refine strategy for ongoing use.



#### Supplemental Resources

- Self-paced video tutorials and guided walkthroughs



- User manuals tailored to City workflows
- Full access to the Zencity Knowledge Hub
- Live webinars for new features and use cases

**Ongoing Customer Success Check-ins**

To meet the City of Denton’s requirement for regular success tracking, we will hold **monthly success check-ins** with your CSM to:

- Monitor platform usage and impact
- Review engagement results
- Discuss upcoming initiatives and how the platform can support them
- Provide recommendations and share best practices from peer cities

These check-ins ensure continuous alignment with the City’s goals, facilitate strategic support, and drive long-term value from the Zencity platform.

# 5. Proposed Cost

**Total All-Inclusive Yearly Cost: \$89,820**

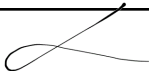
This total includes **all** services, features, and support outlined in our RFP response. There are no hidden fees or additional charges. All services will be delivered in accordance with the agreed timeline and scope of work.

Line	DESCRIPTION	Year 1	Year 2	Year 3	Year 4	Year 5	Supplier Notes
<b>Combined Community Engagement and Community Sentiment Software</b>							
1	<b>Social Media Management</b>	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	This refers to the Zencity Organic Product, and is the same rate locked-in for the city’s current scope of services.
2	<b>Public Sentiment Measurement and Monitoring</b>	\$25,820	\$25,820	\$25,820	\$25,820	\$25,820	This refers to the Annual Zencity Community Survey product as well as Zencity Organic, and is the same rate locked-in for the city’s current scope of services.



3	<b>Interactive Community Engagement Platform</b>	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	This refers to the Zencity Engage Product.
4	<b>Customer Experience Surveys</b>	Included	Included	Included	Included	Included	This refers to the Customer Experience Surveys. While not explicitly referred to in the RFP Zencity does have an Experience Survey Product that has been detailed in the RFP.
5	<b>Media Mention Aggregation and Reporting</b>	Included	Included	Included	Included	Included	This is part of the Zencity Organic Product, and therefore no added cost beyond the "Social Media Management" line item
<b>TOTAL</b>		<b>\$79,820</b>	<b>\$79,820</b>	<b>\$79,820</b>	<b>\$79,820</b>	<b>\$79,820</b>	

Exhibit G  
CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE -</b>		<b>FORM CIQ</b>
<b>For vendor or other person doing business with local governmental entity</b>		
<b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b>		
<p>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).</p> <p>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. <i>See</i> Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		
1	Name of vendor who has a business relationship with local governmental entity.	
	Zencity Technologies US Inc.	
2	<div><input type="checkbox"/></div> Check this box if you are filing an update to a previously filed questionnaire.  (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7 <sup>th</sup> business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
3	<div>Name of local government officer about whom the information in this section is being disclosed. No conflict of interest</div> <div>_____</div> <div>Name of Officer</div> <p>This section, (item 3 including subparts A, B, C &amp; 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.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div><input type="checkbox"/> Yes      <input type="checkbox"/> No</div> <p>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?</p> <div><input type="checkbox"/> Yes      <input type="checkbox"/> No</div> <p>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?</p> <div><input type="checkbox"/> Yes      <input type="checkbox"/> No</div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>	
4	✓ I have no Conflict of Interest to disclose.	
5	<div><div></div><div>June 23, 2025</div></div>	
Signature of vendor doing business with the governmental entity		Date

## Certificate Of Completion

Envelope Id: 6C4C65D1-1F5A-4E4D-82CD-0D9625E5E15D

Status: Sent

Subject: Please DocuSign: City Council Contract 8852 -Community Engagement and Community Sentiment Software

Source Envelope:

Document Pages: 79

Signatures: 3

Envelope Originator:

Certificate Pages: 6

Initials: 1

Kayla Clark

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

kayla.clark@cityofdenton.com

IP Address: 198.49.140.104

## Record Tracking

Status: Original

Holder: Kayla Clark

Location: DocuSign

8/11/2025 7:59:33 AM

kayla.clark@cityofdenton.com

## Signer Events

### Signature

### Timestamp

Kayla Clark

**Completed**

Sent: 8/11/2025 8:07:08 AM

kayla.clark@cityofdenton.com

Viewed: 8/11/2025 8:07:33 AM

Buyer

Signed: 8/11/2025 8:08:59 AM

City of Denton

Using IP Address: 198.49.140.104

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lori Hewell

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lori.hewell@cityofdenton.com

Viewed: 8/11/2025 11:44:51 AM

Purchasing Manager

Signed: 8/11/2025 11:46:25 AM

City of Denton

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marcella Lunn

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*Marcella Lunn*  
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marcella.lunn@cityofdenton.com

Viewed: 8/11/2025 11:48:39 AM

Senior Deputy City Attorney

Signed: 8/11/2025 11:58:50 AM

City of Denton

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Eyal Feder

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*Eyal Feder*  
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Sent: 8/11/2025 11:58:56 AM

eyal@zencity.io

Viewed: 8/11/2025 3:53:36 PM

CEO

Signed: 8/11/2025 3:54:21 PM

Zencity Technologies US inc.

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

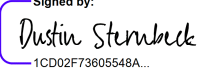
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Signer Events	Signature	Timestamp
Dustin Sternbeck Dustin.Sternbeck@cityofdenton.com Chief Communications Officer Security Level: Email, Account Authentication (None)	<div>Signed by:  1CD02F73605548A...</div> <div>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10</div>	Sent: 8/11/2025 3:54:27 PM Resent: 8/14/2025 8:23:10 AM Viewed: 8/14/2025 8:33:54 AM Signed: 8/14/2025 8:36:47 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 8/14/2025 8:33:54 AM  
ID: a2790737-16a5-4468-8d39-3e4849fa3c7b

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

Sent: 8/14/2025 8:36:56 AM

**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: 8/11/2025 8:09:04 AM

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

Gretna Jones  
gretna.jones@cityofdenton.com  
Legal Secretary  
City of Denton  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 8/14/2025 8:36:55 AM  
Viewed: 8/14/2025 11:58:27 AM

Carbon Copy Events	Status	Timestamp
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City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Kayla Herrod Kayla.herrod@cityofdenton.com Security Level: Email, Account Authentication (None)		
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Envelope Updated	Security Checked	8/14/2025 8:01:56 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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**How to contact City of Denton:**

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

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

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

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

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

**Required hardware and software**

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

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

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

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

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

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