

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

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH COMMDEX CONSULTING, LLC, THROUGH THE U.S. GENERAL SERVICES ADMINISTRATION'S (GSA) COOPERATIVE PURCHASING CONTRACT # GS-35F-373DA, FOR FIBER CONSULTING SERVICES FOR THE TECHNOLOGY SERVICES DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 8537 – AWARDED TO COMMDEX CONSULTING, LLC, IN THE NOT-TO-EXCEED AMOUNT OF \$150,000.00).

WHEREAS, pursuant to Local Government Code 271.103, the U.S. General Services Administration's (GSA) Cooperative Program has solicited, received, and tabulated competitive bids for the purchase of necessary materials, equipment, supplies, or services in accordance with the procedures of state law and city ordinances; and

WHEREAS, the City Manager, or a designated employee, has reviewed and recommended that the herein described materials, equipment, supplies or services can be purchased by the City through the U.S. General Services Administration's (GSA) Cooperative Program at less cost than the City would expend if bidding these items individually; 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 numbered items in the following numbered purchase order for materials, equipment, supplies, or services, shown in the "File Number" listed hereon, and on file in the office of the Purchasing Agent, are hereby approved:

<u>FILE NUMBER</u>	<u>VENDOR</u>	<u>AMOUNT</u>
8537	CommDEX Consulting, LLC	\$150,000.00

SECTION 2. By the acceptance and approval of the above numbered items set forth in the attached purchase orders, the City accepts the offer of the persons submitting the bids to the U.S. General Services Administration's (GSA) Cooperative Program for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, conditions, specifications, standards, quantities, and for the specified sums contained in the bid documents, and related documents filed with the U.S. General Services Administration's (GSA) Cooperative

Program, and the purchase orders issued by the City.

SECTION 3. Should the City and persons submitting approved and accepted items set forth in this ordinance wish to enter into a formal written agreement as a result of the City's ratification of bids awarded by the U.S. General Services Administration's (GSA) Cooperative Program, 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, and standards contained in the Proposal submitted to the U.S. General Services Administration's (GSA) Cooperative Program, and the quantities and specified sums contained in the City's purchase orders and related documents referenced herein are approved and accepted.

SECTION 4. 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 5. This ordinance shall become effective immediately upon its passage and approval.

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

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

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

ATTEST:  
LAUREN THODEN, CITY SECRETARY

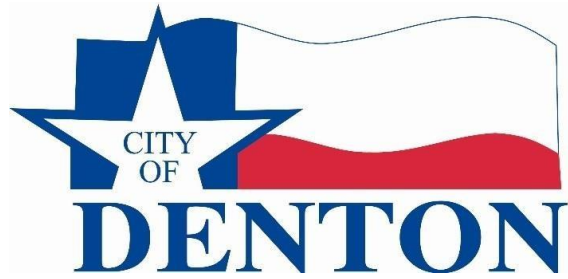
BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

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



Digitally signed by Marcella Lunn  
DN: dc=com, dc=cityofdenton,  
dc=codad, ou=Department  
Users and Groups, ou=General  
Government, ou=Legal,  
cn=Marcella Lunn,  
email=Marcella.Lunn@cityofdent  
on.com  
Date: 2024.04.22 10:27:22 -05'00'



## DocuSign City Council Transmittal Coversheet

FILE	8537
File Name	Fiber Consulting Services
Purchasing Contact	Gabby Leeper
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

**PROFESSIONAL SERVICES AGREEMENT  
FOR CONSULTING SERVICES  
FILE 8537**

STATE OF TEXAS           §

COUNTY OF DENTON       §

THIS AGREEMENT (the “Agreement”) is made and entered into on \_\_\_\_\_, by and between the City of Denton, Texas, a Texas municipal corporation, with its principal office at 215 East McKinney Street, Denton, Denton County, Texas 76201, hereinafter called “OWNER” and CommDEX Consulting, LLC, with its corporate office at 2400 Herodian Way, Suite 360 Atlanta, GA 30080, hereinafter called “CONSULTANT,” acting herein, by and through their duly authorized representatives.

WITNESSETH, that in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

**ARTICLE I**  
**CONSULTANT AS INDEPENDENT CONTRACTOR**

The OWNER has selected CONSULTANT on the basis of demonstrated competence and qualifications to perform the services herein described for a fair and reasonable price pursuant to Chapter 2254 of the Texas Government Code. The OWNER hereby contracts with the CONSULTANT as an independent contractor and not as an employee, and as such, the OWNER will not assert control over the day-to-day operations of the CONSULTANT. The CONSULTANT is customarily engaged to provide services as described herein independently and on a nonexclusive basis in the course of its business. This Agreement does not in any way constitute a joint venture between OWNER and CONSULTANT. The CONSULTANT hereby agrees to perform the services described herein based on the skills required for the scope of work in connection with the Project as stated in the sections to follow, with diligence and in accordance with the highest professional standards customarily obtained for such services in the State of Texas. The professional services set out herein are in connection with the following described project:

The Project shall include, without limitation, Fiber Consulting Services, as described in **Exhibit B**, which is attached hereto and incorporated herein (the “Project”).

**ARTICLE II**  
**SCOPE OF BASIC SERVICES**

The CONSULTANT shall perform the following services in a professional manner:

- A. The CONSULTANT shall perform all those services as necessary and as described in the GSA #GS-35F-373DA, which is on file at the purchasing office and made a part hereof as **Exhibit A** as if written word for word herein.
- B. To perform all those services set forth in CONSULTANT's proposal, which proposal is attached hereto and made a part hereof as **Exhibit B** as if written word for word herein.
- C. CONSULTANT shall perform all those services set forth in individual task orders, as described in **Exhibit B**, which shall be attached to this Agreement and made a part hereof.
- D. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits or task orders.

### **ARTICLE III** **ADDITIONAL SERVICES**

Additional services to be performed by the CONSULTANT, if authorized by the OWNER, which are not included in the above-described Basic Services, may be negotiated as needed, per rates included in **Exhibit B**.

- A. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- B. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- C. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- D. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by CONSULTANT on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- E. Visits to the site in excess of the number of trips included in **Exhibit B**.
- F. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

**ARTICLE IV**  
**TIME OF COMPLETION**

CONSULTANT is authorized to commence work under this contract upon execution of this AGREEMENT. CONSULTANT shall perform and complete its obligations herein in a prompt and continuous manner, so as to not delay the completion of the Project in accordance with the schedules as described in **Exhibit B**. The contract shall remain effective for a period which may reasonably be required for the completion of the Project, acceptance by an authorized representative of the OWNER, exhaustion of authorized funds, or termination as provided in this Agreement, whichever occurs first.

**ARTICLE V**  
**COMPENSATION**

A. COMPENSATION TERMS:

1. "Subcontract Expense" is defined as expenses incurred by the CONSULTANT in employment of others in outside firms for services related to this agreement.
2. "Direct Non-Labor Expense" is defined as that expense for any assignment incurred by the CONSULTANT for supplies, transportation and equipment, travel, communications, subsistence, and lodging away from home, and similar incidental expenses in connection with that assignment.

B. BILLING AND PAYMENT: For and in consideration of the professional services to be performed by the CONSULTANT herein, the OWNER agrees to pay, based on the cost estimate detail at an hourly rate shown in **Exhibit B** which is attached hereto and made a part of this Agreement as if written word for word herein, a total fee, including reimbursement for direct non-labor expenses not to exceed \$150,000.

Partial payments to the CONSULTANT will be made on the basis of detailed monthly statements rendered to and approved by the OWNER through its City Manager or his designee; however, under no circumstances shall any monthly statement for services exceed the value of the work performed at the time a statement is rendered.

Nothing contained in this Article shall require the OWNER to pay for any work which is unsatisfactory, as reasonably determined by the City Manager or his designee, or which is not submitted in compliance with the terms of this Agreement. The OWNER shall not be required to make any payments to the CONSULTANT when the CONSULTANT is in default under this Agreement.

It is specifically understood and agreed that the CONSULTANT shall not be authorized to undertake any work pursuant to this Agreement which would require additional payments by the OWNER for any charge, expense, or reimbursement above the maximum not to exceed fee as stated, without first having obtained written authorization from the OWNER. The CONSULTANT shall not proceed to perform the services listed in Article III "Additional Services," without obtaining prior written authorization from the OWNER.

- C. **ADDITIONAL SERVICES:** For additional services authorized in writing by the OWNER in Article III, the CONSULTANT shall be paid based on the Schedule of Charges at an hourly rate shown in **Exhibit B**. Payments for additional services shall be due and payable upon submission by the CONSULTANT and approval by the City staff, and shall be in accordance with subsection B hereof. Statements shall not be submitted more frequently than monthly.
- D. **PAYMENT:** If the OWNER fails to make payments due the CONSULTANT for services and expenses within thirty (30) days after receipt of the CONSULTANT's undisputed statement thereof, the amounts due the CONSULTANT will be paid interest in accordance with the Texas Government Code 2251.025. Additionally, the CONSULTANT may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement until the CONSULTANT has been paid in full all amounts due for services, expenses, and charges. Nothing herein shall require the OWNER to pay the late charge if the OWNER reasonably determines that the work is unsatisfactory, in accordance with this Article V, "Compensation," there is a bona fide dispute concerning the amount due, or the invoice was not mailed to the address or in the form as described in this Agreement. The OWNER will notify CONSULTANT of any disputes within twenty-one (21) days of receipt of the invoice.
- E. **Invoices** shall be sent directly to the City of Denton Accounts Payable Department, 215 E McKinney St, Denton, TX, 76201-4299. A pro-forma invoice shall be sent to the contract administrator. It is the intention of the City of Denton to make payment on completed orders within thirty days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided, if applicable, and must reference the City of Denton Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

## ARTICLE VI OBSERVATION AND REVIEW OF THE WORK

The CONSULTANT will exercise reasonable care and due diligence in discovering and promptly reporting to the OWNER any defects or deficiencies in the work of the CONSULTANT or any subcontractors or subconsultants.

## ARTICLE VII OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by the CONSULTANT (and CONSULTANT's subcontractors or subconsultants) pursuant to this Agreement are instruments of service, and shall become the property of the OWNER upon the termination of this Agreement. The CONSULTANT is entitled to retain copies of all such documents. The documents prepared and furnished by the CONSULTANT are intended only to be applicable to this Project, and OWNER's use of these documents in other projects shall be at OWNER's sole risk and expense. In the event the OWNER uses any of the information or materials developed pursuant to this

Agreement in another project or for other purposes than specified herein, CONSULTANT is released from any and all liability relating to their use in that project.

**ARTICLE VIII**  
**INDEMNITY AGREEMENT**

**THE CONSULTANT SHALL INDEMNIFY AND SAVE AND HOLD HARMLESS THE OWNER AND ITS OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEY FEES ASSERTED AGAINST OR INCURRED BY THE OWNER, AND INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BODILY AND PERSONAL INJURY, DEATH AND PROPERTY DAMAGE, RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE CONSULTANT OR ITS OFFICERS, SHAREHOLDERS, AGENTS, OR EMPLOYEES INCIDENTAL TO, RELATED TO, AND IN THE EXECUTION, OPERATION, OR PERFORMANCE OF THIS AGREEMENT.**

Nothing in this Agreement shall be construed to create a liability to any person who is not a party to this Agreement, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to this Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

**ARTICLE IX**  
**INSURANCE**

During the performance of the services under this Agreement, CONSULTANT shall maintain insurance in compliance with the requirements of **Exhibit C** which is attached hereto and made a part of this Agreement as if written word for word herein.

**ARTICLE X**  
**ALTERNATIVE DISPUTE RESOLUTION**

The parties may agree to settle any disputes under this Agreement by submitting the dispute to mediation with each party bearing its own costs of mediation. No mediation arising out of or relating to this Agreement, involving one party's disagreement may include the other party to the disagreement without the other's approval. Mediation will not be a condition precedent to suit.

**ARTICLE XI**  
**TERMINATION OF AGREEMENT**

- A. Notwithstanding any other provision of this Agreement, either party may terminate by giving thirty (30) days' advance written notice to the other party.
- B. This Agreement may be terminated in whole or in part in the event of either party substantially failing to fulfill its obligations under this Agreement. No such termination

will be affected unless the other party is given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate and setting forth the reasons specifying the non-performance, and not less than fifteen (15) calendar days to cure the failure; and (2) an opportunity for consultation with the terminating party prior to termination.

- C. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT shall immediately cease all services and shall render a final bill for services to the OWNER within thirty (30) days after the date of termination. The OWNER shall pay CONSULTANT for all services properly rendered and satisfactorily performed and for reimbursable expenses to termination incurred prior to the date of termination, in accordance with Article V "Compensation." Should the OWNER subsequently contract with a new consultant for the continuation of services on the Project, CONSULTANT shall cooperate in providing information. The CONSULTANT shall turn over all documents prepared or furnished by CONSULTANT pursuant to this Agreement to the OWNER on or before the date of termination, but may maintain copies of such documents for its use.

**ARTICLE XII**  
**RESPONSIBILITY FOR CLAIMS AND LIABILITIES**

Approval by the OWNER shall not constitute, nor be deemed a release of the responsibility and liability of the CONSULTANT, its employees, associates, agents, subcontractors, and subconsultants for the accuracy and competency of their designs or other work; nor shall such approval be deemed to be an assumption of such responsibility by the OWNER for any defect in the design or other work prepared by the CONSULTANT, its employees, subcontractors, agents, and consultants.

**ARTICLE XIII**  
**NOTICES**

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below, certified mail, return receipt requested, unless otherwise specified herein. Mailed notices shall be deemed communicated as of three (3) days' mailing:

To CONSULTANT:

COMMDEX CONSULTING, LLC  
BAILEY MCCONNELL  
2400 HERODIAN WAY, SUITE 360  
ATLANTA, GA 30080

To OWNER:

City of Denton  
Purchasing Manager –File 8537  
901B Texas Street  
Denton, Texas 76201

All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three (3) days' mailing.

**ARTICLE XIV**  
**ENTIRE AGREEMENT**

This Agreement and related exhibits constitute the complete and final expression of this Agreement of the parties, and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

**ARTICLE XV**  
**SEVERABILITY**

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

**ARTICLE XVI**  
**COMPLIANCE WITH LAWS**

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as those laws may now read or hereinafter be amended.

**ARTICLE XVII**  
**DISCRIMINATION PROHIBITED**

In performing the services required hereunder, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, national origin or ancestry, age, or physical handicap.

**ARTICLE XVIII**  
**PERSONNEL**

- A. The CONSULTANT represents that it has or will secure, at its own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of, or have any contractual relations with the OWNER. CONSULTANT shall inform the OWNER of any conflict of interest or potential conflict of interest that may arise during the term of this Agreement.
- B. All services required hereunder will be performed by the CONSULTANT or under its supervision. All personnel engaged in work shall be qualified, and shall be authorized and permitted under state and local laws to perform such services.

**ARTICLE XIX**  
**ASSIGNABILITY**

The CONSULTANT acknowledges that this Agreement is based on the demonstrated competence and specific qualifications of the CONSULTANT and is therefore personal as to the

CONSULTANT. Therefore, the CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of the OWNER.

**ARTICLE XX**  
**MODIFICATION**

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

**ARTICLE XXI**  
**MISCELLANEOUS**

A. The following exhibits are attached to and made a part of this Agreement:

Exhibit A – GSA contract #GS-35F-373DA (on file at the purchasing office)

Exhibit B – Consultant’s Scope of Services Offer, Project Schedule, and Consultant’s Compensation Rate Sheet

Exhibit C – Consultant’s Insurance Requirements

What is called for by one exhibit shall be as binding as if called for by all. In the event of an inconsistency or conflict in this Agreement and any of the provisions of the exhibits, the inconsistency or conflict shall be resolved by giving precedence first to this Agreement then to the exhibits in the order in which they are listed above.

B. This Agreement shall be governed by, construed, and enforced in accordance with, and subject to, the laws of the State of Texas or federal law, where applicable, without regard to the conflict of law principles of any jurisdiction. In the event there shall be any dispute arising out of the terms and conditions of, or in connection with, this Agreement, the party seeking relief shall submit such dispute to the District Courts of Denton County or if federal diversity or subject matter jurisdiction exists, to the United States District Court for the Eastern District of Texas-Sherman Division.

C. For the purpose of this Agreement, the key persons who will perform most of the work hereunder shall be Bailey McConnell. However, nothing herein shall limit CONSULTANT from using other equally qualified and competent members of its firm to perform the services required herein.

D. CONSULTANT shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONSULTANT shall take such

steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by the OWNER.

- E. The OWNER shall assist the CONSULTANT by placing at the CONSULTANT's disposal all available information pertinent to the Project, including previous reports, any other data relative to the Project, and arranging for the access thereto, and make all provisions for the CONSULTANT to enter in or upon public and private property as required for the CONSULTANT to perform services under this Agreement.
- F. The captions of this Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of this Agreement.
- G. 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.

## **ARTICLE XXII** **INDEPENDENT CONTRACTOR**

CONSULTANT shall provide services to OWNER as an independent contractor, not as an employee of the OWNER. CONSULTANT shall not have or claim any right arising from employee status.

## **ARTICLE XXIII** **RIGHT TO AUDIT**

The OWNER shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. The CONTRACTOR shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within 10 business days of written request. Further, the CONTRACTOR shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow the OWNER similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the OWNER 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 business days of receipt of an invoice.

Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in the OWNER'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.

#### **ARTICLE XXIV**

#### **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 agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

#### **ARTICLE XXV**

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

Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

#### **ARTICLE XXVI**

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

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 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 agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

#### **ARTICLE XXVII**

#### **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 agreement, 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 the 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.

### **ARTICLE XXVIII**

#### **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 2274, 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.

### **ARTICLE XXIX**

#### **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.

**Consultant 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/>
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 OWNER 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.

**ARTICLE XXX**  
**PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance 23-1165 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Consultant shall complete and submit the City's Conflict of Interest Questionnaire.

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 HEREOF, the City of Denton, Texas has caused this Agreement to be executed by its duly authorized City Manager, and CONSULTANT has executed this Agreement through its duly authorized undersigned officer on this date \_\_\_\_\_.

**CONSULTANT**

BY: Prince Niyyar  
AUTHORIZED SIGNATURE

Printed Name: Prince Niyyar

Title: CEO

770-349-0410  
PHONE NUMBER

BMcConnell@commdex.com  
EMAIL ADDRESS

2024-1142685  
TEXAS ETHICS COMMISSION  
1295 CERTIFICATE NUMBER

**CITY OF DENTON, TEXAS**

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

ATTEST: \_\_\_\_\_  
, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

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

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

DocuSigned by:  
Leisha Meine      Leisha Meine  
SIGNATURE      PRINTED NAME

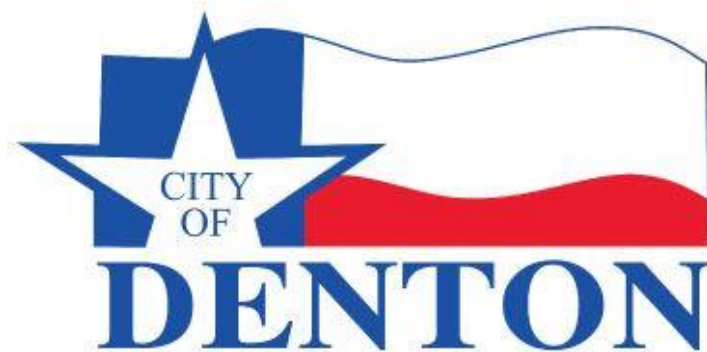
Chief Technology Officer  
TITLE

Tech Services  
DEPARTMENT



Exhibit B

Scope of Services, Compensation and Project Schedule



March 27, 2024

Fiber Consulting Services Proposal  
for the City of Denton, TX

**Proposal POC:**

**Bailey McConnell**

**[bmcconnell@commdex.com](mailto:bmcconnell@commdex.com)**

**770-349-0440**

## Contact Information

For further information and discussions, please contact:

Bailey McConnell  
Account Manager  
2400 Herodian Way, Suite 360  
Atlanta, GA 30080  
770-349-0440  
[bmcconnell@commdex.com](mailto:bmcconnell@commdex.com)

## Document Control

### Document Information

	Information
Document Id	<i>DENTON_FIBER-001.2</i>
Document Owner	<i>Chuck Bethea</i>
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File Name	<i>Commdex Fiber Consulting Proposal for the City of Denton rev 032724.docx</i>

### Document History

Version	Issue Date	Changes
[1.0]	2/2/24	Initial Proposal - CTB
[1.1]	2/7/24	Revised per customer input - CTB
[1.2]	2/13/24	Changed labor categories to GSA and showed project bundle discount - CTB
[1.3]	3/27/24	Updated language to add specific clarifications based on City's emailed request.



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## 1 Executive Summary

Building reliable communications backbones for complex government solutions requires an understanding of the user's critical applications and the ability to create a robust network to support them. The fiber backbone network is more than just a collection of devices to connect between locations. It is the core for all applications providing interconnection between users, departments and government infrastructure. Proper design and implementation of these networks is vital to proper communications between all levels of the organization. Commdex has designed and implemented critical networks for all levels of Federal, State and local government. Commdex is a mission-critical communications integrator with over twenty years of experience deploying systems for Government using our ISO-9001:2015 certified framework for delivering quality solutions. We have existing contracting vehicles to procure our products and services making it easy for government customers to do business with us including our GSA schedule contract # GS-35F-373DA.

**Communication System Expertise:** Commdex is a communications solution provider with deep technical expertise. Having implemented hundreds of turnkey solutions for the Government across the entire lifecycle from planning to decommissioning, we have a deep understanding of the technologies, products, and communications solutions. This knowledge allows us to provide future-proof solutions, realistic innovations, and sound recommendations on new processes, products, and technologies that would benefit your mission.

We have extensive experience in the Texas region having designed and implemented the City of Irving's fiber network in 2015 and having provided ongoing engineering and maintenance support for the network continuously since its completion. We understand the needs of key users in the region and have local staff and installation teams available when needed.

**Trusted by Our Customers:** Over the past two decades and hundreds of projects, Commdex has been trusted by our customers to deliver again and again. We are proud of the work that we have done for all of the Federal, State, and Local agencies that keep this nation safe. Whether it's fiber networks, 4G/5G, LMR or microwave, we are trusted by our customers not only to provide the proper solutions but guidance as to why. That is why, **every year since 2001, 90%+ of our business comes from repeat customers and referrals.**

### *The Commdex Difference*

- *Deep experience in Texas constructing and maintaining the City of Irving's fiber network*
- *ISO9001:2015, Six Sigma Quality and PMP trained organization*
- *Minority Business Enterprise certified locally.*
- *Impeccable safety record over the last two decades of work on hundreds of public safety systems in all 50 states*
- *Integration experience with complex projects involving network development, construction, system testing, integration, and implementation.*

*"Your team has done a fantastic job on all fronts, and we are extremely impressed."*

**Tom Alexander, Branch Chief DHS CBP Tactical Communications**

**CBP-Houlton Command Center Relocation Project**

## 2 Consulting Scope of Services

Over Commdex's 20+ years in business, we have utilized our ISO-9001-certified approach to deliver design/build solutions for mission-critical users for all levels of Government. Commdex ensures superior performance by designing and delivering solutions comprised of quality products and services. We accomplish this by implementing our proven, responsive, and innovative **iComm360°** Project Management Framework that produces low-risk and highly reliable solutions while meeting cost and schedule constraints, as described in **Figure 2.0-1**.

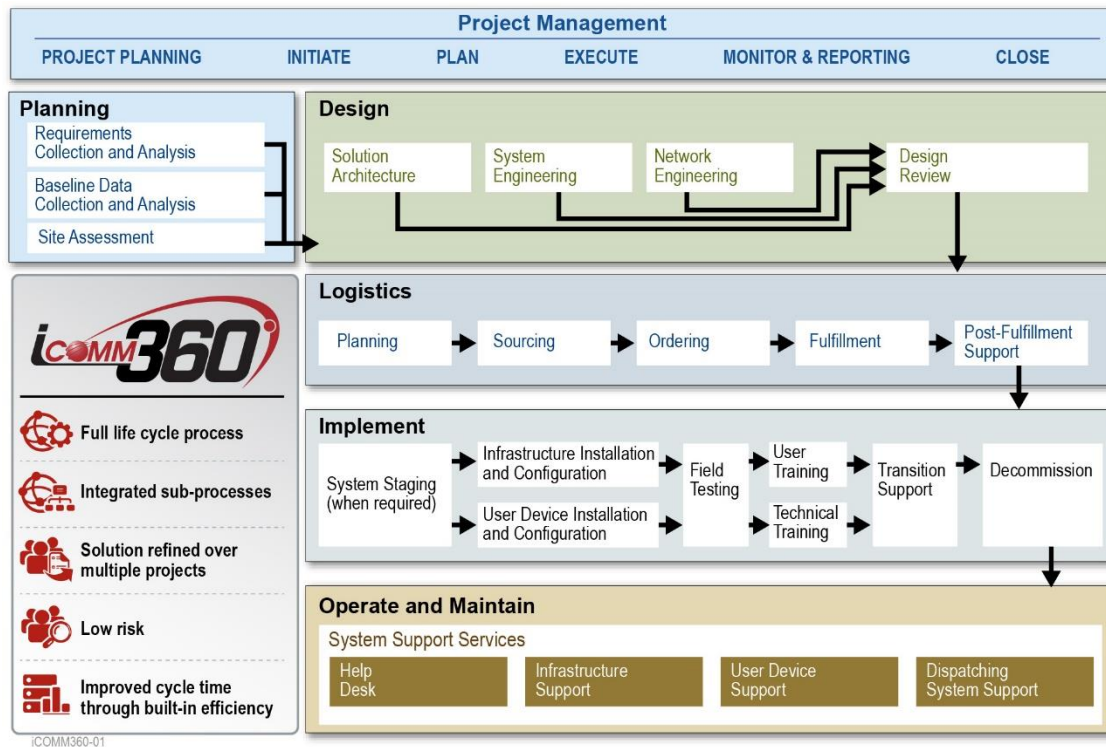


Figure 2.0-1: Commdex's iComm360° Project Management Execution Framework.

The Commdex Project Management framework incorporates a process-based, structured project management approach. Our method is organized by threads that align with the PMBOK Process Groups and Pathways and Knowledge Areas. It defines the processes and the set of tools that the project manager will utilize in the execution of the project. This framework will form the basis for the execution of tasks that we perform throughout the life of the project.

### 2.1 Assessment and Documentation of Current Fiber Network

Following project initiation, the first step in our consultive process will be to review and assess the existing fiber network documentation to ensure that all relevant details of the current network are documented and understood in order to assess the current assets and their condition. We will meticulously document the entire fiber optic network, capturing crucial details such as cable routes, connection points, equipment specifications, and any existing documentation. This documentation will serve as a comprehensive reference point for future planning, troubleshooting, and expansion efforts.

We will evaluate both aerial and underground fiber routes and identify any installation issues that may need to be addressed to bring the existing network up to current best practices based on the



Fiber Optic Association (FOA) standards for fiber optic cabling. This will also include any splicing, terminations, cross connects, patch panels or other items that may be affected.

We will review the current fiber splice plan to ensure that all splice locations are identified and the locations of any lateral splicing into central backbone routes. We will compile all of the documentation of the existing network into a single repository for reference and review throughout the project.

**Deliverables:** A single portfolio of all existing documentation provided by the City with annotations and markups noting areas for investigation.

## 2.2 Site Surveys

We will conduct site surveys of the existing fiber network to document conditions that fiber endpoints or other accessible areas to determine the type and condition of the fiber cabling, terminations, splicing and other installation items to determine current network conditions and compare against the system documentation. We will document arial (to include OPGW fiber) and underground fiber routes and compare them against the current route plan. Any current dark fiber will be inventoried and documented to determine what spare capacity exists in the system currently. We will verify the accuracy of existing network diagrams and layouts, comparing them with system documentation and redline any differences found. This verification process ensures that the system documentation is aligned with the current physical state of the network, and any discrepancies will be duly noted for further investigation. A final plan of the current fiber architecture (including existing rings and active switching such as SONET) will be documented to provide a complete picture of the current topology.

### 2.2.1 Inventory of Active Optical Network Equipment

Our experts will evaluate the condition and performance of all active network components, including switches, routers, transceivers, and other relevant devices. We will document specifications, model numbers, and firmware versions to provide a comprehensive inventory of the network infrastructure. Network transition gateways will be noted along with the existing bandwidth and convergence paths where redundancy exists. Existing cable management will be assessed and documented at each location. The current bandwidth capacity of the devices will be noted as part of the information gathered for each device to assist in determining what hardware upgrades should be performed to meet the new bandwidth requirements of the City. This inventory will form the basis of the assessment of the current network capabilities including bandwidth and latency that will be used alongside feature gap analysis to develop recommendations for equipment migration plans.

### 2.2.2 Evaluate Conditions of Current Handholes/Manholes

Existing manholes and handholes will be inspected during the survey of the sites and fiber routes. The condition of each enclosure will be inspected as well as the condition of the fiber including splicing and terminations found. Locations and sizes of enclosures will be compared against existing documentation and any discrepancies will be noted and redlined for future updates.



**Deliverables:** A survey report with including an inventory of all handholes and manholes, any deficiencies in fiber network and an inventory of all active network equipment connected to the existing fiber.

### 2.3 Perform Needs Assessment

Following the review of all existing network conditions and documentation, we will begin meeting with City stakeholders to assess the needs of the City for the growth and evolution of the fiber network. The purpose of the Needs Assessment stage is to gather, analyze, and document requirements, including functional, performance, and data requirements. This is typically achieved through a combination of meetings/calls with City Points of contact to discuss in-depth the current capabilities of the system and desired future capabilities without constraints around perceived technologies. Through interviews, we will gather insights into historical network performance, recent challenges, and any planned expansions or modifications. This information will be crucial in aligning our assessment with your specific operational requirements.

During our meetings with City stakeholders, we will identify pain points and deficiencies with the current network. We will also discuss any desired future capabilities based on operational needs. We will document these desired capabilities and perform a gap analysis to determine what upgrades would be required to migrate the network to the desired future state. We will review the final requirements matrix with the City for approval to include in the network recommendations.

**Deliverables:** Matrix of future requirements for the fiber network.

### 2.4 Develop Recommendations for Current Fiber Network

Once all the information gathering and review steps are complete, our team will develop a list of recommendations for the City. Our analysis will consist of several key areas that will encompass the different areas of potential upgrades for the fiber network.

#### 2.4.1 Develop New Fiber Topology

We will develop a new fiber topology map based on desired new locations that the City would like to connect to the network or potential new growth areas that other City services may require fiber connectivity including traffic cameras or other technology services. Some routes may be recommended to be converted from aerial to buried, depending on the situation and we will evaluate each network segment based on the documented City requirement. We will develop a map that illustrates the updated fiber routes overlaid with the existing routes highlighting new or changed routes.

A key element for the City in developing a new topology will be to address the proximity of fiber installations with electrical services in the network. As part of our survey and evaluation process, we will determine where fiber and electrical services are co-located and develop a plan to isolate each service and determine what rerouting or installation changes would be required. We will share our recommendations with the City as part of finalizing the topology in order to properly segregate all fiber from electrical.

Recommendations on creating ring architectures where possible will be provided along with analysis to ensure that ring paths are diversified to the extent possible. Recommendations for





Automatic Protection Switching (APS) schemes that will provide redundancy for nodes located on fiber rings in the system will be provided to assist in selection of new active electronics for the system.

#### 2.4.2 Analyze Fiber Routing

As part of the development of the new fiber topology, we will evaluate the existing and potential new fiber routes to determine if better routes exist. Specifically, we will examine any routes that would require railroad or TXDOT permitting and look at the potential of alternate routes that would ease the construction or maintenance of fiber routes through those areas.

#### 2.4.3 Evaluate Possible Alternative Routes

As part of our fiber route analysis, we will develop alternative routes as needed to improve efficiencies or to address potential permit issues as noted above with railroads, highways or waterways. We will note the potential alternatives as part of the new fiber map that will be shared with the City in the final report.

#### 2.4.4 Develop Recommendations of New Fiber Cabling, Equipment and Materials

We will also develop a list of recommendations for the fiber network materials based on our analysis of the existing infrastructure. Based on the conditions of the cable or terminations, replacement may be suggested for routes where the cabling is showing degraded performance. Any installations that are not to current standards or appear to have physical damage but are not yet operationally degraded will also be highlighted for potential replacement. Changes in cabling or other materials may also be suggested if the City's future requirements indicate the use of new or additional wavelengths that the current cable does not optimally support. We would examine this on a case-by-case basis so that our recommendations are as economically efficient as possible. Recommendations for new active electronics will be included to address requirements for fiber switching, ring protection and Network Management System (NMS) equipment. Dense Wave Division Multiplexing (DWDM) equipment options will be provided to provide future bandwidth expansion options for the City. New cabinets or other enclosures may be recommended depending on the conditions of existing facilities or what new locations that the City desires to connect.

**Deliverables:** Full fiber recommendation report including new fiber topology map, route recommendations and updated materials recommendations.

#### 2.5 Deliver Recommendations Report

Following development of our recommendations report, we will meet with City stakeholders to present our findings and discuss our recommendations. We will address any questions that the City has with regard to our recommendations, and we will further discuss the potential phasing and scheduling of our recommendations and how the City can most efficiently implement these changes to upgrade the network. Any changes or clarifications requested by the City will be incorporated into the final document which will represent Commdex's final deliverable to the City.

**Deliverables:** Final fiber network recommendations report.

### 3 Pricing

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The following pricing represents the estimated hours and costs for this project scope. Actual hours and expenses will be charged on a semi-monthly basis with detailed timecards and receipts of expenses provided. Based on the information provided, we have attempted to estimate the number of hours that it will take to complete the scope detailed. Other factors such as availability of information and access to City personnel may influence this either positively or negatively. Commdex will provide reports to the City detailing the hours used on the project and current estimates for the completion of the work based on the current work conditions. Payment is due net 30 days from the date of a submitted invoice to the City.

The labor categories shown are based on our current GSA schedule # GS-35F-373DA. Based on the total project, these rates represent a 10.3% and a 13.2% discount on the Communications System Engineer III and Communications System Engineer II rates, respectively. This is based on the total volume of the project presented and is subject to change if any of the quantities of work are modified.

Description	Senior Fiber Consultant Hours	Comm Systems Engineer III Rate	Fiber Consultant Hours	Comm Systems Engineer II Rate	Price
Assessment of Current Fiber Network	160	\$ 130.94	160	\$ 103.25	\$ 37,470.40
Route Survey	20	\$ 130.94	20	\$ 103.25	\$ 4,683.80
Site Surveys and Inventory Active Optical Equipment	50	\$ 130.94	50	\$ 103.25	\$ 11,709.50
Evaluate Manholes/Handholes	30	\$ 130.94	30	\$ 103.25	\$ 7,025.70
Perform Needs Assessment	80	\$ 130.94			\$ 10,475.20
Develop Recommendations	40	\$ 130.94			\$ 5,237.60
Develop New Topology	30	\$ 130.94			\$ 3,928.20
Analyze Fiber Routing	25	\$ 130.94			\$ 3,273.50
Evaluate Possible Alternative Routes	10	\$ 130.94			\$ 1,309.40
Develop Recommendations of New Fiber Cabling	20	\$ 130.94			\$ 2,618.80
Deliver Final Report	60	\$ 130.94			\$ 7,856.40
Travel Costs and Incidentals					\$ 14,340.44
					\$ 109,928.94

## Exhibit B

**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. PROFESSIONAL LIABILITY INSURANCE**

If CONTRACTOR is a licensed or certified person who renders professional services, then **Professional Liability Insurance** to provide coverage against any claim which the CONTRACTOR becomes legally obligated to pay as damages arising out of the performance of professional services caused by any negligent error, omission or act with minimum limits of \$1,000,000.00 per claim, \$2,000,000.00 annual aggregate.

**SUBCONTRACTING LIABILITY**

(1) Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name CONTRACTOR as an additional insured.

(2) CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor. CONTRACTOR must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

**CONFLICT OF INTEREST QUESTIONNAIRE -**

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a) and by City of Denton Ethics Code, Ordinance 18-757.

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**1 Name of vendor who has a business relationship with local governmental entity.**

CommDEX Consulting, LLC

**2  Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information in this section is being disclosed.**

\_\_\_\_\_  
Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

Yes  No

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

Yes  No

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

Yes  No

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

**4  I have no Conflict of Interest to disclose.**

**5**  
DocuSigned by:  
*Prince Ayiyar*

4/13/2024

Signature of Vendor doing business with the governmental entity

Date

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
  - (2) the vendor:
    - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor;
    - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

### **City of Denton Ethics Code Ordinance Number 18-757**

**Definitions:**

**Relative:** a family member related to a City Official within the third 3<sup>rd</sup> degree of affinity (marriage) or consanguinity (blood or adoption)

**City Official:** for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

**Vendor:** a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

- (3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars (\$50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars (\$200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

**Certificate Of Completion**

Envelope Id: 9C24BCDA240F48D1B601B526CD68A47A	Status: Sent
Subject: Please DocuSign: City Council Contract 8537 Fiber Consulting Services	
Source Envelope:	
Document Pages: 28	Signatures: 4
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Gabby Leeper
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	Gabby.Leeper@cityofdenton.com
	IP Address: 198.49.140.104


**Record Tracking**

Status: Original	Holder: Gabby Leeper	Location: DocuSign
4/9/2024 8:43:53 AM	Gabby.Leeper@cityofdenton.com	

**Signer Events**

Signer Events	Signature	Timestamp
Gabby Leeper gabby.leeper@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 198.49.140.104	Sent: 4/9/2024 8:49:50 AM Viewed: 4/9/2024 8:50:00 AM Signed: 4/9/2024 8:50:46 AM

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

Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 4/9/2024 8:50:48 AM Viewed: 4/9/2024 9:27:22 AM Signed: 4/9/2024 9:28:01 AM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 4/9/2024 9:28:03 AM Viewed: 4/12/2024 1:37:16 PM Signed: 4/12/2024 1:51:26 PM
--	--	---

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


Prince Niyar BMcConnell@commdex.com Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 69.180.51.207	Sent: 4/12/2024 1:51:28 PM Viewed: 4/13/2024 8:53:57 AM Signed: 4/13/2024 8:56:45 AM
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**Electronic Record and Signature Disclosure:**  
Accepted: 4/13/2024 8:53:57 AM  
ID: d64df3de-b8cb-45bb-a11c-817cb94ba516

**Signer Events**

Leisha Meine  
leisha.meine@cityofdenton.com  
Chief Technology Officer  
City of Denton  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
D80D157ADABC4D5...  
Signature Adoption: Pre-selected Style  
Using IP Address: 47.161.175.162  
Signed using mobile

**Timestamp**

Sent: 4/13/2024 8:56:47 AM  
Viewed: 4/13/2024 1:28:59 PM  
Signed: 4/13/2024 1:29:42 PM

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

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

Sent: 4/13/2024 1:29:44 PM

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

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

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

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

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

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

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

**COPIED**

Sent: 4/9/2024 8:50:48 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: 4/13/2024 1:29:44 PM  
Viewed: 4/15/2024 8:33:40 AM

**Electronic Record and Signature Disclosure:**

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Not Offered via DocuSign

City Secretary Office

citysecretary@cityofdenton.com

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Stephanie Padgett

Stephanie.Padgett@cityofdenton.com

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	4/9/2024 8:49:50 AM
Envelope Updated	Security Checked	4/9/2024 1:52:22 PM
Envelope Updated	Security Checked	4/9/2024 1:52:22 PM
Envelope Updated	Security Checked	4/9/2024 1:52:22 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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**To advise City of Denton of your new e-mail address**

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

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

**Required hardware and software**

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

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

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

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