

ORDINANCE NO. 21-1879

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH OPEN SYSTEMS INTERNATIONAL, INC., FOR THE RENEWAL OF MAINTENANCE, SUPPORT, AND UPGRADE SERVICES OF OSI MONARCH FOR DENTON MUNICIPAL ELECTRIC, WHICH IS THE SOLE PROVIDER OF THIS SOFTWARE, IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE 252.022, WHICH PROVIDES THAT PROCUREMENT OF COMMODITIES AND SERVICES THAT ARE AVAILABLE FROM ONE SOURCE ARE EXEMPT FROM COMPETITIVE BIDDING, AND IF OVER \$50,000 SHALL BE AWARDED BY THE GOVERNING BODY; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 7718 – AWARDED TO OPEN SYSTEMS INTERNATIONAL, INC., IN THE FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF \$1,500,000.00).

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

<u>FILE</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>AMOUNT</u>
7718	Open Systems International, Inc.	\$1,500,000.00

SECTION 2. The City Council hereby finds that this bid, and the award thereof, constitutes a procurement of items that are available from only one source, including, items that are only available from one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; electricity, gas, water, and other utility purchases; captive replacement parts or components for equipment; and library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and need not be submitted to competitive bids.

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

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

SECTION 5. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

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

The motion to approve this ordinance was made by Brian Beck and seconded by Alison Maguire. This ordinance was passed and approved by the following vote [7 - 0]:

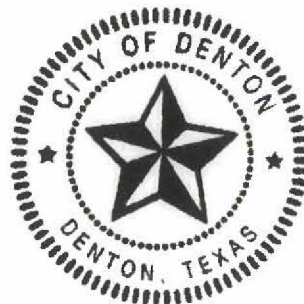
	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	<u>✓</u>	_____	_____	_____
Vicki Byrd, District 1:	<u>✓</u>	_____	_____	_____
Brian Beck, District 2:	<u>✓</u>	_____	_____	_____
Jesse Davis, District 3:	<u>✓</u>	_____	_____	_____
Alison Maguire, District 4:	<u>✓</u>	_____	_____	_____
Deb Armintor, At Large Place 5:	<u>✓</u>	_____	_____	_____
Paul Meltzer, At Large Place 6:	<u>✓</u>	_____	_____	_____

PASSED AND APPROVED this the 21st day of September, 2021.


GERARD HUDSPETH, MAYOR

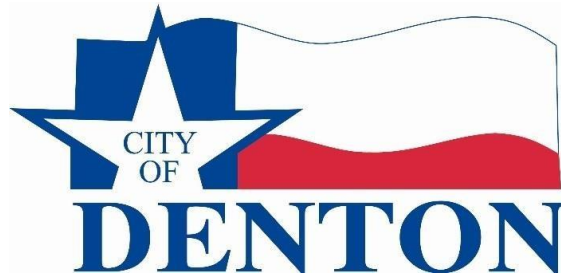
ATTEST:
ROSA RIOS, CITY SECRETARY

BY: 



APPROVED AS TO LEGAL FORM:
CATHERINE CLIFTON, INTERIM CITY ATTORNEY

BY: Marcella Lunn Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o=City
of Denton,
email=marcella.lunn@cityofdenton
.com, c=US
Date: 2021.08.30 16:14:24 -05'00'



Docusign City Council Transmittal Coversheet

FILE	7718
File Name	OSI Renewal and Upgrade
Purchasing Contact	Cori Power
City Council Target Date	SEPTEMBER 21, 2021
Piggy Back Option	Not Applicable
Contract Expiration	SEPTEMBER 21, 2026
Ordinance	21-1879

**CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND OPEN SYSTEMS INTERNATIONAL, INC.
(CONTRACT 7718)**

THIS CONTRACT is made and entered into this date 09/21/2021, by and between Open Systems International, Inc., a Minnesota corporation, whose address is 4101 Arrowhead Drive, Medina, MN 55340, hereinafter referred to as "Contractor" or "OSI," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City" or "Customer," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

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

SCOPE OF SERVICES

Contractor shall provide products and/or services in accordance with the Renewal of Maintenance, Support and Upgrade Services of OSI Monarch for Denton Municipal Electric. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Special Terms and Conditions (**Exhibit "A"**);
- (b) OSI Standard Terms and Conditions, Quotes, and Software License Agreement (**Exhibit "B"**);
- (c) Insurance Requirements (**Exhibit "C"**);
- (d) Certificate of Interested Parties Electronic Filing (**Exhibit "D"**);
- (e) Form CIQ – Conflict of Interest Questionnaire (**Exhibit "E"**);

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

Prohibition on Contracts with Companies Boycotting Israel

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

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

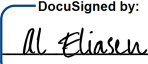
Section 2252 of the Texas Government Code restricts CITY from contracting with companies that do

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

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

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

CONTRACTOR

BY: 
DocuSigned by: 1C5CA8C5E175493...
 AUTHORIZED SIGNATURE

Printed Name: Al Elíasen

Title: President

763-404-4429

PHONE NUMBER

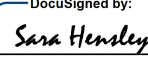
Al.Elíasen@osii.com

EMAIL ADDRESS

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TEXAS ETHICS COMMISSION
 1295 CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

BY: 
DocuSigned by: 1C5CA8C5E175493...
 SARA HENSLEY, INTERIM CITY MANAGER

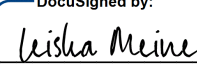
ATTEST:
 ROSA RIOS, CITY SECRETARY

BY: 
DocuSigned by: 1C5CA8C5E175493...

APPROVED AS TO LEGAL FORM:
 CATHERINE CLIFTON, INTERIM CITY ATTORNEY

BY: 
DocuSigned by: 4B070831B4AA438...

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

 Leisha Meine
DocuSigned by: 1C5CA8C5E175493... PRINTED NAME

Chief Technology Officer
 TITLE

Technology Services
 DEPARTMENT

Exhibit A

Special Terms and Conditions

1. Total Contract Amount

The contract total for services shall not exceed \$1,500,000. Pricing shall be per Exhibit B attached.

2. The Quantities

The quantities indicated in Exhibit B 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 five (5) years, effective from date of award or notice to proceed as determined by the City of Denton Purchasing Department. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

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.

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

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

Contract # 7718

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

5. Payment

In accordance with Chapter 2251 of the Texas Gov't Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or services, or (iii) delivery of an invoice to City; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Invoices and any required supporting documents must be presented to: City of Denton – Purchasing Department, 901 B Texas Street, Denton, TX 76201.

6. Tax Exempt

No taxes shall be included in the invoice. City is exempt from the payment of taxes and the purchase order serves as the required exemption certificate for tax exemption. The City will provide other exemption certificates or documentation confirming its tax-exempt status as requested.

7. Governing Law and Venue

The Contract, exclusive of OSI's Software License Agreement Exhibit B Part B, shall be construed and enforced under and in accordance with the laws of the State of Texas. Venue for all issues arising from or related to the Contract, except for any issues arising from or related to the Software License Agreement Exhibit B Part B, shall be resolved in the courts of Denton County, Texas, and the parties agree to submit to the exclusive jurisdiction of such courts.

8. No Excess Obligations

In the event the Contract spans multiple fiscal years, the City's continuing performance under the Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the City Council of the City of Denton. If the City Council of the City of Denton fails to appropriate or allot the necessary funds, City shall issue written notice to Contractor that City may terminate the Contract for convenience pursuant to the terms and conditions in Contract Exhibit B.

9. Delivery.

Delivery shall be FOB Destination.

10. Public Information and Record Retention

City shall release information in accordance with the Texas Public Information Act, Tex. Gov't Code Chapter 552, and other applicable law or court orders. If requested, Contractor shall make public information available to City in an electronic format, and any portions of records claimed by the Contractor to be proprietary must be clearly marked as such. The City is also subject to certain record retention obligations under the laws of the State of Texas and its record retention policy. The Contractor recognizes that City will need to retain access to certain records in accordance with these obligations.

11. Insurance

City is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by City shall, without further requirement, satisfy all insurance obligations of City under the Contract.

11. INDEMNITY

Contract # 7718

INDEMNIFICATION IS SET FORTH IN EXHIBIT B. Nothing in this Exhibit A shall be construed to create a liability to any person who is not a party to this Exhibit A, 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 Contract, including the defense of governmental immunity, which defenses are hereby expressly reserved.

12. Limitations

City is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Contract, which may include those terms and conditions relating to: liens on City property; disclaimers and limitations of warranties; disclaimers and limitation of liability for damages; waivers, disclaimers, and limitation on litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on City, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

Exhibit B

OSI STANDARD TERMS AND CONDITIONS

Effective Date: 09/21/2021 ("Effective Date")

Customer Name: City of Denton ("Customer")

Customer Address: 215 E. McKinney Street, Denton, Texas 76201 ("Facility")

This Services Contract ("Contract") is between Open Systems International, Inc., with offices at 4101 Arrowhead Drive, Medina, Minnesota, USA 55340-9457, ("OSI") and Customer.

A. Customer desires to purchase/license the products listed in Part B, List of Deliverables (the "Products") and the services listed in Part A, Price Forms/Quotes (the "Services") (together collectively referred to as the "Work"), which may include but not be limited to, OSI proprietary software ("Software"), third-party software, hardware, other equipment, and OSI engineering and development services, to be installed at the Customer Facility in accordance with the terms of the attached Contract documents and operating pursuant to the OSI Software License Agreement (Part B). As used in this Contract, "Parts" refers to the individual attachments to and part of this Contract each of which is included as a specific element of this Contract. All of these Parts are identified and listed in Section 2, below.

B. The parties have agreed upon the definitive terms, conditions, prices, equipment, specifications, and procedures setting forth their agreement for the purchase/licensing by Customer of the Products and Services to be furnished by OSI.

The parties agree as follows:

1. **Scope of Contract.** OSI agrees to furnish the Work, including installation and testing of same, in a good and workmanlike manner in accordance with the terms, conditions and provisions of this Contract.
2. **Contract Documents.** This Contract consists of these Standard Terms and Conditions and the attached Parts listed below. In the event of any conflict or discrepancy between the Standard Terms and Conditions and/or any of the listed Parts, the Standard Terms and Conditions, shall control, then the following order of precedence shall apply:

Part	Document Name/Description
Part A	Price Forms/Quotes
Part B	OSI Software License Agreement

3. **Pricing.** The Price Forms in Part A states the prices payable and manner in which payment is to be made by Customer for the Work furnished under this Contract. All prices are stated exclusive of any sales, use or value added tax of any kind and shipping charges. Unless paid directly by Customer, applicable taxes and shipping charges will be added to the prices stated and invoiced directly to Customer. Payment terms are net 30 days.

4. **Milestones.** For the Work delivered, Customer shall pay OSI upon the milestones shown in Part A, Price Quotes.
5. **Change Orders.** The Terms of this Contract, including but not limited to, Price, Deliverables and Schedule, among others, may only be modified or amended by mutually agreed, written Change Orders executed by both parties. Change Orders shall have precedence over any conflicting Contract documents.
6. **Warranties.** OSI will provide to or pass through to Customer the following warranties:

OSI Software. In addition to the warranty provided under the OSI Software License Agreement, defects in the OSI Software shall be resolved as part of OSI's support program, provided Customer has elected to purchase software support pursuant to the Price Forms, Part A. OSI's obligation under a selected Software support program shall be to repair any defects in the Software.

Third-party Hardware and Software. OSI will pass through to Customer all standard OEM warranties on all third-party hardware and software supplied by OSI (if any). The minimum term of OEM warranties is as identified by the individual manufacturer(s).

The warranties provided herein are exclusive and in lieu of all other warranties, and there are no other warranties, express or implied, about merchantability or fitness for a particular purpose or anything else for any goods, documentation or services.

7. **Software License Agreement.** Customer agrees to execute OSI's standard Software License Agreement concurrently with this Contract. All use and operation of the Software shall be pursuant to and governed by the Software License Agreement. If this Contract is terminated by either party prior to complete performance, acceptance and payment hereunder, the Software license granted under this Contract shall be immediately revoked.
8. **Limitation of Liability.** Neither party shall be liable, whether in contract, warranty, tort (including negligence), strict liability, indemnity or any other legal theory, for indirect, special, incidental or consequential damages, however caused, including but not limited to any such damages arising out of the delivery, use or operation of the Software or other Deliverables, delays in delivery or repair, loss of use of the Software or other Deliverables, or damage to any documents, data or other property of the parties, loss of revenue or profit; for costs of capital or of substitute use or performance; or for any other loss or cost of a similar type; or for claims by either party for damages claimed by the other party's customers. The maximum liability under this Contract for damages or losses for direct, compensatory or similar damages shall not exceed double the amount of the total of all sums paid or payable by Customer to OSI prior to the date on which the act or omission giving rise to the claim arose.

Both parties agree that the exclusions and limitations set forth in this Section 8 do not preclude either party from obtaining equitable or injunctive relief or pursuing others who may be responsible for some or all of the losses incurred. Nothing herein limits the right of OSI to make a claim to collect payments due for Work performed under this Contract.

9. **Non-Solicitation of Employees.** Neither party shall, during the term of this Contract and for a period of 24 months thereafter, solicit or offer employment knowing such person was subject to this non-solicitation provision to any person who is or was an employee of the other party during the 24 months preceding such solicitation or offer and with whom such party had substantial contact in the course of the performance of the parties' obligations under this Contract.

OSI declares and Customer acknowledges that OSI has strict Confidentiality/Non-Disclosure Agreements with its employees which may bar a former employee from working directly on an OSI system owned or controlled by a customer following the termination of that employee's employment with OSI.

- 10. Confidentiality.** Each party agrees that should a party (the "Disclosing Party") share information with the other party (the "Receiving Party") which is designated or marked as proprietary or confidential, or information which, under the circumstances surrounding disclosure ought to be treated as confidential by the Receiving Party (hereinafter "Confidential Information"), the Receiving Party shall not disclose this Confidential Information to anyone or use this Confidential Information for any purpose independent of the fulfillment of this Contract. The Receiving Party shall not use any Confidential Information to the detriment of the Disclosing Party and shall use efforts to protect the confidentiality of any such Confidential Information commensurate with those which it employs to protect its own Confidential Information. The Receiving Party will ensure that it enters into agreements with employees, consultants, agents, shareholders and any other who have or may obtain access to the Confidential Information to maintain such Confidential Information in confidence. Confidential Information shall not include information which is: a) rightfully in the possession of or known to the Receiving Party prior to the disclosure without an obligation to maintain its confidentiality, b) publicly known or becomes publicly known through no unauthorized act of the Receiving Party, c) rightfully received by the Receiving Party from a third party without obligation of confidentiality, or d) independently developed by or for the Receiving Party.

In the event the Receiving Party receives a subpoena or other validly issued administrative or judicial process demanding the production of Confidential Information previously provided by the Disclosing Party, the Receiving Party shall promptly notify the Disclosing Party of this fact and tender the defense of or opposition to this subpoena or demand to the Disclosing Party. If the subpoena or demand is not timely limited, quashed or extended, the Receiving Party shall thereafter be entitled to comply with such subpoena or demand to the extent required by law. If requested by the Disclosing Party after the tender of defense or opposition is accepted, the Receiving Party shall cooperate in such defense or opposition at the expense of the Disclosing Party.

These confidentiality rights and obligations shall apply to all Confidential Information provided by either party at any time before or after execution of this Contract and shall survive completion or termination of this Contract for any reason. Each party shall have a continuing obligation to ensure that it does not disclose the other party's Confidential Information publicly or to any impermissible third parties or use that Confidential Information for purposes other than those intended under this Contract without the other party's express consent as long as the Confidential Information remains a trade secret, critical infrastructure information or personally identifiable information under the applicable governing laws of this Contract and has not been published or placed in the public domain by means other than as the result of a disclosure in breach of this Contract.

OSI acknowledges that the City of Denton must strictly comply with the Public Information Act, Chapter 552, *Texas Government Code* in responding to any request for public information related to this Agreement. This obligation supersedes any conflicting provisions of this Agreement. All material submitted by OSI to the City of Denton shall become property of the City upon receipt. Any portions of such material claimed by OSI 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*.

- 11. Schedule.** The Services covered by this Contract shall be completed in accordance with the mutually agreed upon project schedule. If the acts or omissions of any party causes the project to fall behind the project schedule the parties shall meet to discuss the actions necessary to recover schedule and each shall cooperate with such actions unless the parties mutually agree to a revised project schedule.
- 12. Risk of Loss.** Customer is not required to accept the Work until 3 days after completion of Site Acceptance Testing, to allow for inspection, if any is required under this Contract. Notwithstanding any other language in this Contract, including any of the attached Parts, the risk of loss for OSI supplied hardware shall pass to Customer no later than when the equipment reaches Customer's dock. Customer shall insure all equipment delivered by OSI from the time the equipment is received at Customer's dock until the completion of the project performed under this Contract.

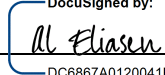
- 13. Insurance.** Insurance shall meet the requirements of Exhibit C hereto and the terms of the Special Terms and Conditions under this Contract.
- 14. Disputes.** Either party may pursue emergency equitable or injunctive relief where necessary to prevent irreparable harm for which damages or other remedies at law may be inadequate. Otherwise, disputes arising out of or relating to this Contract and not resolved in the normal course of business shall be resolved as follows: a.) the claimant shall provide written notice of the dispute and claimant's desired remedy to the other party; b.) executives authorized to resolve the dispute shall meet and attempt in good faith to resolve such dispute by negotiations; c.) if negotiations are unsuccessful, the dispute shall be referred to arbitration by a sole arbiter in accordance with the American Arbitration Association Rules for Commercial Disputes. The arbiter shall have substantial expertise in information technology disputes and may allow reasonable discovery and expert testimony and issue a reasoned opinion as part of any arbitration award. The place of arbitration will be Denton, Texas. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbiter may be entered by any court having jurisdiction. The laws of the State of Texas, United States of America, shall govern the validity, interpretation and enforcement of this Contract.
- 15. Indemnification.** OSI will indemnify and hold harmless Customer (including its affiliates, and all directors, officers and employees), as indemnitee(s), against any and all third party claims, liabilities, legal actions, costs and expenses, including reasonable legal fees, to the extent caused by the indemnitor's negligence or intentional misconduct in connection with the performance of this Contract by indemnitor, its agents or employees, and shall, upon indemnitee's request, defend at its sole cost any suit asserting a third party claim covered by this indemnity. The indemnitee shall give written notice to the indemnitor of any claim under this Section.
- 16. Force Majeure.** Except for Customer's obligations to pay the fees due under this Contract, neither party shall be considered in default in the performance of its obligations under this Contract to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party such as acts of God (including hurricanes, major natural disasters), regulations or orders of governmental authorities, fire, flood, explosion, acts of terrorism, war, disorder, civil disaster, or other emergency. If either party claims that performance of its obligations was prevented or delayed by any such cause, that party shall promptly notify the other party of that fact, and of the circumstances preventing or delaying performance, within five (5) business days.
- 17. No Assignment.** Neither party may assign or otherwise transfer its rights or obligations under this Contract except with the written consent of the other party, which will not be unreasonably withheld. Any prohibited assignment will be null and void. Notwithstanding the foregoing, OSI may assign its obligations under this Contract to a parent, subsidiary or holding company for the purposes of ownership restructuring, or in connection with a merger or other business combination in which OSI is not the surviving entity.
- 18. Term and Termination.** Unless terminated as provided for herein, this Contract becomes effective on the Effective Date and will continue until the deliverables set forth in the List of Deliverables are provisioned. Customer may terminate for convenience following 30 days written notice and payment of all fees due to OSI. This Contract may be terminated immediately upon notice to the breaching party if (i) either party materially breaches the terms of this Contract and fails to cure such breach within forty-five (45) days of receipt of written notice of such breach; (ii) if either party becomes insolvent or files a petition of bankruptcy; or (iii) if Customer fails to pay any invoice due and payable for more than ninety (90) days after receiving written notice that such invoice is overdue. Seller 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. Subject to the laws of the State of Texas and without waiving any applicable immunity, the absence of appropriated or other lawfully available funds shall not relieve Buyer of its payment obligations for any deliverables delivered but unpaid. The Buyer will not enter into any Contract unless it has secured such funding, and in the event that Buyer secures

funding and enters into a contract, but loses such funding then Buyer's only remedy shall be the same as if the Contract is terminated for convenience under this Section 18.

- 19. Survival.** Sections 7, 8, 9 10, 12, 14, 15, and any other sections that, by their terms, extend beyond the Term of this Contract survive termination of this Contract for any reason; provided that such provisions terminate within the time frame specified by any such provision.
- 20. Complete Agreement.** Each party acknowledges that it has read and understands this Contract and agrees to be bound by its terms. The parties further agree that this Contract and its accompanying Parts, is the complete and exclusive statement of this Contract between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties. Any terms and conditions included in any purchase order shall be of no force and effect, and shall not in any way be deemed to amend, modify, supersede or supplement this Contract. This Contract may not be modified or altered except by written instrument duly executed by both parties.
- 21. Waiver.** The waiver or failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any other right hereunder.
- 22. Severability.** If any provision of this Contract is invalid, illegal or unenforceable under any applicable statute or rule of law, only that provision is to be deemed omitted, and the remaining provisions will not be affected in any way.
- 23. Counterparts.** This Contract may be executed in counterparts, all of which when executed and delivered, will constitute one single agreement between the parties.

The parties are signing this Contract as of the Effective Date.

OPEN SYSTEMS INTERNATIONAL, INC.

BY: 
DocuSigned by:
DC6867A0120041B(Signature)

NAME: Al Eliassen

TITLE: President

DATE: 8/27/2021

CUSTOMER

BY: 
DocuSigned by:
5236DB296270423...(Signature)

NAME: Sara Hensley

TITLE: INTERIM CITY MANAGER

DATE: 09/21/2021

Part A – Price Quotes (attached)


OSI

PART A

QUOTATION

Quote Number: 27981

Reference: DME2021-Q04-Rev2

Quote To: Denton Municipal Electric 1659 Spencer Rd. Denton TX 76205 USA	OSI Sales Contact: Name: TJ Kellner Phone: 763-404-4168 Email: TJ.Kellner@osii.com	Date: 5/5/2021 Valid Until: 7/4/2021
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Attention:
 Larry Collier
 (940) 349-7000
 Larry.Collier@cityofdenton.com

Quote Description:
 SCADA T&D System Upgrade

Description	Qty	Unit Cost	Unit	Extended Cost
Base Quote: System Upgrade				
Third Party Hardware				
Customer Furnished Host Server Type 1 Hosting at PCC: - SCADA/HIS VM - ICCP VM	1	0.00	EA	US\$ 0.00
Customer Furnished Host Server Type 2 Hosting at PCC: - Corp VM	1	0.00	EA	US\$ 0.00
Customer Furnished Host Server Type 3 Hosting at PCC: - QAS VM - OTS VM	1	0.00	EA	US\$ 0.00
Customer Furnished Host Server Type 4 Hosting at BCC: - BSCADA/HIS VM - BICCP VM	1	0.00	EA	US\$ 0.00
Customer Furnished Host Server Type 5 Hosting at BCC: - BCorp VM	1	0.00	EA	US\$ 0.00
Customer Furnished Third Party Hardware All Other Third Party Hardware (i.e. Cabinets, Firewalls, Network switches, KVM Tray, KVM Switch, GPS Clock, etc.)	1	0.00	LOT	US\$ 0.00
Third Party Hardware Subtotal:				US\$ 0.00
OSI Software				
monarch Software Upgrade License Free-of-Charge with Gold Support	1	0.00	EA	US\$ 0.00
OpenSTLF Migration to OSI Forecast License - Regression - Weather based - Neural Network Free-of-Charge Replacement-in-Kind	1	0.00	EA	US\$ 0.00
OSI Maintenance Center Standard License Features Include: - Job Deployment Management - Web Platform Product Configuration Management - Configurable Workflow/Approval Processes - Unified Audit Trail Free-of-Charge	1	0.00	EA	US\$ 0.00


OSI

QUOTATION

Quote Number: 27981

Reference: DME2021-Q04-Rev2

Description	Qty	Unit Cost	Unit	Extended Cost
OpenSCADA License Expansion 10,000 Additional Status Point (From 40,000 to 50,000)	1	35,000.00	EA	US\$ 35,000.00
OpenFEP License Expansion 10,000 Additional Telemetered Point (From 60,000 to 70,000) - Free-of-Charge with OpenSCADA License Expansion	1	0.00	EA	US\$ 0.00
OSI Software Subtotal:				US\$ 35,000.00
Third Party Software				
Customer Furnished Third Party Software All Third Party Software (i.e. OS, Backup/Restore, Antivirus, Tripwire, etc.)	1	0.00	LOT	US\$ 0.00
Third Party Software Subtotal:				US\$ 0.00
Project Implementation				
System Upgrade Implementation At OSI: - Project Management and Coordination - Project Engineering and Design - NERC CIP Baseline Documentation of System Ports, Users, and Services Necessary for Upgraded System Operation - NERC CIP Hardening and Patching of Operating Systems and Applicable Third Party Software at Initial Installation and Prior to Delivery - Cyber Security Evaluation of Network Modifications Required for Upgrade - Configuration and Restriction of Access Control Policies for Applicable Firewall Equipment - VM Creation - Software Installation and Configuration - Database and Display Conversion and Integration - Factory Q/A Testing - VM Export - Remote Networking Integration Assistance - Post-Cutover Problem Resolution and Assistance - System Documentation Updates At DME: - VM Integration - Site Testing - Cutover Preparation - Feature Differences Operator Training Session - Execute Cutover	1	117,200.00	EA	US\$ 117,200.00
Project Implementation Subtotal:				US\$ 117,200.00
monarch™ Support Adders				
monarch™ Support Adder - Gold	1	5,250.00	EA	US\$ 5,250.00
monarch™ Support Adders Subtotal:				US\$ 5,250.00
Total: US\$				157,450.00



OSI

QUOTATION

Quote Number: 27981

Reference: DME2021-Q04-Rev2

Description	Qty	Unit Cost	Unit	Extended Cost	
<u>Option #1: Site Acceptance Testing (SAT)</u>					
Project Implementation					
Site Acceptance Testing	1	29,360.00	EA	US\$	29,360.00
At OSI:					
- SAT Preparation Activities					
- Post-SAT System Documentation Updates					
At DME:					
- 3-Days for Formal Site Acceptance Testing					
- SAT Cleanup and Commissioning Preparation					
Project Implementation Subtotal:				US\$	29,360.00
Option #1 Total:				US\$	29,360.00
<u>Option #2: CHRONUS Addition</u>					
Third Party Hardware					
Customer Furnished Physical Host Server Type 1	1	0.00	EA	US\$	0.00
Hosting:					
(1) CHRONUS VM @PCC on DMZ LAN					
- (2) Intel Xeon 2.1GHz 8-Core HT					
- 128 (4x32GB) GB RAM RDIMM, 3200MT/s					
- 2.5" Chassis with up to 16 Drives					
- 1.6TB (2x800GB) SSD SAS Write Intensive Raid1					
- 7.68TB (5x1.92TB) SSD SATA Read Intensive Raid 5					
Customer Furnished Physical Host Server Type 2	1	0.00	EA	US\$	0.00
Hosting:					
(1) CHRONUS VM @BCC on DMZ LAN					
- (2) Intel Xeon 2.1GHz 8-Core HT					
- 128 (4x32GB) GB RAM RDIMM, 3200MT/s					
- 2.5" Chassis with up to 16 Drives					
- 1.6TB (2x800GB) SSD SAS Write Intensive Raid1					
- 7.68TB (5x1.92TB) SSD SATA Read Intensive Raid 5 + 1 Hot Spare 1.92TB SSD					
Customer Furnished Third Party Hardware	1	0.00	LOT	US\$	0.00
All Other Third Party Hardware (i.e. Cables, Cabinets, Firewalls, Network Switches, KVM Tray, KVM Switch, GPS Clock, etc.)					
Third Party Hardware Subtotal:				US\$	0.00
OSI Software					
CHRONUS Enterprise License	1	48,500.00	EA	US\$	48,500.00
- 7,500 Points					
- 2 Servers:					
- Non-Redundant Server on PCC SCADA LAN					
- Non-Redundant Server on BCC SCADA LAN					
- Up to 10 Concurrent Users					
- OpenView Interface					
- Playback Capabilities					
- OSI Excel Plug-In Interface					
- ODBC Interface (Can be used with Power BI)					
OSI Software Subtotal:				US\$	48,500.00


OSI

QUOTATION

Quote Number: 27981

Reference: DME2021-Q04-Rev2

Description	Qty	Unit Cost	Unit	Extended Cost	
Third Party Software					
Customer Furnished Third Party Software	1	0.00	LOT	US\$	0.00
All Other Third Party Software					
Third Party Software Subtotal:				US\$	0.00
Project Implementation					
CHRONUS Implementation	1	45,280.00	EA	US\$	45,280.00
At OSI:					
- Additional Project Management and Coordination					
- Additional Project Engineering and Design					
- VM Configuration and OS Build					
- Additional Software Installation and Configuration					
- Factory Q/A Testing					
- VM Export and Remote Integration Assistance					
- Post-Commissioning Problem Resolution and Assistance					
- System Documentation Updates					
At DME:					
- Additional Site Integration and Configuration					
- Additional Site Testing					
- Operator Training					
Project Implementation Subtotal:				US\$	45,280.00
Training					
Training - Units	2	545.00	UNITS	US\$	1,090.00
Sufficient for One Attendee of the Following OSI-U Courses:					
- S120: CHRONUS Report Building					
- S236: CHRONUS Administration					
Training Subtotal:				US\$	1,090.00
monarch™ Support Adders					
monarch™ Support Adder - Gold	1	7,275.00	EA	US\$	7,275.00
monarch™ Support Adders Subtotal:				US\$	7,275.00
Option #2 Total:				US\$	102,145.00
<u>Option #3: OpenLSR Addition</u>					
OSI Software					
OpenLSR (Load Shed and Restoration) License	1	30,000.00	EA	US\$	30,000.00
OSI Software Subtotal:				US\$	30,000.00
Project Implementation					
OpenLSR Implementation	1	18,240.00	EA	US\$	18,240.00
At OSI:					
- Additional Project Management and Coordination					
- Additional Project Engineering and Design					
- Remote Implementation and Testing					
- Database Configuration Assistance for Up to 10 Breakers/Load Devices					
- Post-Installation Support and Q/A					
Project Implementation Subtotal:				US\$	18,240.00


OSI

QUOTATION

Quote Number: 27981

Reference: DME2021-Q04-Rev2

Description	Qty	Unit Cost	Unit	Extended Cost	
Training					
Training - Units Sufficient for One Attendee of the Following OSI-U Course: - S270: Load Shed and Restoration	1	545.00	UNITS	US\$	545.00
Training Subtotal:				US\$	545.00
monarch™ Support Adders					
monarch™ Support Adder - Gold	1	4,500.00	EA	US\$	4,500.00
monarch™ Support Adders Subtotal:				US\$	4,500.00
Option #3 Total:				US\$	53,285.00
 <u>Option #4: Report Studio Addition</u>					
OSI Software					
OSI Report Studio (Report Design, Scheduling and Viewing Tool) License 2 Servers (1 @PCC, 1 @BCC) 25 Concurrent Users (Up to 15 OpenView Users and 10 External Web Users)	1	30,000.00	EA	US\$	30,000.00
OSI Software Subtotal:				US\$	30,000.00
Project Implementation					
Report Studio Implementation At OSI: - Additional Project Management and Coordination - Additional Project Engineering and Design - Remote Implementation and Testing - Post Installation Support and Q/A	1	27,360.00	EA	US\$	27,360.00
Project Implementation Subtotal:				US\$	27,360.00
monarch™ Support Adders					
monarch™ Support Adder - Gold	1	4,500.00	EA	US\$	4,500.00
monarch™ Support Adders Subtotal:				US\$	4,500.00
Option #4 Total:				US\$	61,860.00

**QUOTATION**

Quote Number: 27981

Reference: DME2021-Q04-Rev2

Customer Address Info:**Bill To:**

City of Denton, Texas
215 E McKinney St
Denton TX 76201-4299
USA

Ship To:

Denton Municipal Electric
1659 Spencer Rd.
Denton TX 76205
USA

Payment Terms:**Net 30 Days****Milestone Payment Details:**

10% Upon Quote Acceptance
15% Upon Project Kickoff
25% Upon Completion of Q/A Testing
25% Upon Completion of Site Training (or SAT, if Option 1 is Selected)
25% Upon Project Cutover

Special Terms and Conditions:

1. Quoted disk sizing assumes CHRONUS archival of 7,500 points with a 50% change rate every 2 seconds with 2 years of historical data available online.

2. Any VM host hardware or standalone hardware supplied by DME must be compliant with monarch™.NET minimum requirements as follows:

Minimum Host Server Per VM Instance*:

- CPU: 4 Physical Cores (8 Threads)
- RAM: 16GB**
- Disk IOPS: 100
- OS: Windows Server 2016, 2019, or RedHat Enterprise Linux 7

Recommended Host Server Per VM Instance*:

- CPU: 8 Physical Cores (16 Threads)
- RAM: 32GB**
- Disk IOPS: 200
- OS: Windows Server 2016, 2019, or RedHat Enterprise Linux 7, 8

Server

- Xeon CPU: Dual Six-Core 2.3GHz and above
- RAM: 32+GB
- OS: Windows Server 2016, Windows Server 2019, RedHat Enterprise Linux 7

Workstation

- CPU: Single Quad-Core 2.8GHz and above
- RAM: 16+GB
- OS: Windows 10 64-bit
- Video Card: FirePro WX4100 4GB or better**

*Quantities are additive, per VM (e.g. a host with 5 VMs will require 5x quantities shown). This does not reflect how to configure the VMs within the hypervisor; it is only a guideline for how to size the host hardware.

**In addition to indicated per VM RAM quantities, another 16GB RAM is required for the Hypervisor component.

3. DME will provide all third party hardware, software (such as backup/archival software), licensing, and configuration not specifically mentioned in this quote.

4. If required, DME will handle any custom display and database work, and will test and verify all external links and interfaces.

5. DME will send OSI requisite third party licensing for VM creation at our factory.

6. DME will provide high-speed remote access to server and console hardware, if needed (VPN, Remote Desktop Connection, etc.). Dial-up modem connections are insufficient.

7. DME will be responsible for configuration of corporate or external facing firewalls, if applicable.

8. DME will provide sufficient cabinet space and cabling for new hardware. If DME is not able to provide this, additional cabinets and/or cables can be quoted separately.

9. A feature differences operator review session is included but limited to a brief hands-on, informal session. Additional training can be quoted separately as needed.

10. Option 4 for Report Studio is dependent upon the acceptance of Option 2 for CHRONUS.

**QUOTATION**

Quote Number: 27981

Reference: DME2021-Q04-Rev2

Standard Terms and Conditions

1. All quoted prices are in US Dollars (\$), unless otherwise stated.
2. Travel and associated administrative costs are not included in this quote, and will be billed as incurred, unless otherwise stated.
3. Customer shall pay all applicable shipping and tariffs, unless otherwise stated.
4. Quoted price does not include applicable taxes, unless otherwise stated.
5. OSI will schedule all work upon receipt of the Customer's written acceptance, subject to OSI's resource availability.
6. Training, if applicable, will be provided at OSI's facility, unless otherwise stated.
7. Training Units may be used for up to 18 months from the date of purchase; any remaining unused Units will expire thereafter. One Training Unit is equivalent to one student attending one day of instruction for OSI University courses in Minneapolis (including Web-U courses).
8. Customer shall provide all relevant system information required for the work as needed (i.e. databases, displays, reports, IP addresses, networking information, RTU channel information, etc.) and shall be responsible for all delays caused by Customer's failure to do so in a timely manner.
9. Customer will have dedicated personnel available to assist OSI in the work, unless otherwise stated.
10. All third-party hardware purchased as part of this quote carries a standard OEM warranty, unless otherwise stated. All OSI hardware purchased as part of this quote carries a one-year warranty against defects from date of delivery, unless otherwise stated.
11. OSI does not guarantee that third-party goods will be available at time of quote acceptance. If third-party goods are not available, upon Customer's authorization, OSI will provide suitable replacements and bill any resulting cost differences to the Customer. Failure to timely authorize replacements may result in delays and/or need to re-quote.
12. When applicable, Customers subscribing to Gold or above Support Plans may be entitled to new software version updates without charge. With the exception of Diamond Plan subscribers, the Customer will be responsible to pay for any engineering services required to implement the software upgrades.
13. Unless otherwise agreed and quoted, Customer is responsible for all preparations for OSI's installation of software, hardware or services and any post-installation compatibility testing and compliance issues.
14. Customer will provide adequate environmental and power conditions onsite, unless otherwise stated.
15. Cutover is defined as the quoted functionality being operational with no outstanding critical incidents.
16. Any Quote(s) for system upgrade services require(s) that at the time of actual implementation Customer has a valid premium monarch™ Support plan which includes software upgrade privileges and that the system size or scope does not change dramatically between the issuance of the quote and implementation of the service.
17. Customer Furnished Hardware and Software: Customer shall provide all required third-party equipment and software ("CFE") for the Project except for the OSI-provided equipment identified in this quote. Customer shall be responsible to timely deliver all CFE to OSI in compliance with the mutually agreed upon Project Schedule for integration with the OSI software. Customer shall pay all shipping and insurance costs both to and from OSI and shall be responsible for all CFE warranties.
18. Export Controls:
 - 18.1. Customer represents: It is not a citizen, national, or resident of, and is not under control of, the government of Cuba, Iran, Sudan, Libya, North Korea, Syria, nor any country to which the United States has prohibited export and that it is not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor is it listed on the United States Department of Commerce Table of Denial Orders.
 - 18.2. Customer agrees that it will not export or re-export the Product(s), directly or indirectly, to the above mentioned countries nor to citizens, nationals or residents of those countries nor to any entity so listed on any of the above mentioned lists.
 - 18.3. Customer agrees that it will not use the Product(s) for, and will not allow the Product(s) to be used for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction.
 - 18.4. The requirements of 18.2 and 18.3 above apply to all Product(s) purchased or licensed to Customer from OSI, whether included in this quote or purchased or licensed previously.

Notice: OSI's quote is based upon Customer's acceptance of all applicable Terms and Conditions. Requests for additions to, deletions of, or different Terms and Conditions, may require a revised quote and/or additional costs or schedule delays.



OSI

QUOTATION

Quote Number: 27983

Reference: DME2021-Q05-Rev1

Quote To:

Denton Municipal Electric
1659 Spencer Rd.
Denton TX 76205
USA

OSI Sales Contact:

Name: TJ Kellner
Phone: 763-404-4168
Email: TJ.Kellner@osii.com

Date:

5/5/2021

Valid Until:

7/4/2021

Attention:

Larry Collier
(940) 349-7000
Larry.Collier@cityofdenton.com

Quote Description:

GMS Upgrade and CHRONUS Addition

Description	Qty	Unit Cost	Unit	Extended Cost
Base Quote: GMS Upgrade				
OSI Software				
monarch Software Upgrade License	1	0.00	EA	US\$ 0.00
Free-of-Charge with Gold Support				
OSI Maintenance Center Standard License	1	0.00	EA	US\$ 0.00
Features Include:				
- Job Deployment Management				
- Web Platform Product Config Management				
- Configurable Workflow/Approval Processes				
- Unified Audit Trail				
Free-of-Charge				
OSI Software Subtotal:				US\$ 0.00
Third Party Software				
Customer Furnished Third Party Software	1	0.00	LOT	US\$ 0.00
All Third Party Software				
Third Party Software Subtotal:				US\$ 0.00
Project Implementation				
GMS Upgrade Implementation	1	111,520.00	EA	US\$ 111,520.00
At OSI:				
- Project Management and Coordination				
- Project Engineering and Design				
- Virtual Machine Upgraded System Setup				
- Software Installation and Configuration				
- Database and Display Conversion and Integration				
- Virtual Machine Upgraded System Q/A Testing				
- VM Export and Integration Assistance				
- Post-Cutover Problem Resolution and Assistance				
- System Documentation Updates				
At DME:				
- Software Integration and Verification				
- Site Testing				
- Cutover Preparation				
- Feature Differences Operator Training Session				
- Execute Cutover				
Project Implementation Subtotal:				US\$ 111,520.00
Total: US\$				111,520.00


OSI

QUOTATION

Quote Number: 27983

Reference: DME2021-Q05-Rev1

Description	Qty	Unit Cost	Unit	Extended Cost	
<u>Option #1: FAT</u>					
Project Implementation					
Factory Acceptance Testing	1	10,640.00	EA	US\$	10,640.00
At OSI:					
- FAT Planning and Preparation					
- 3-Day Factory Acceptance Testing					
- FAT Cleanup					
Project Implementation Subtotal:				US\$	10,640.00
Option #1 Total:				US\$	10,640.00
<u>Option #2: SAT</u>					
Project Implementation					
Site Acceptance Testing	1	14,880.00	EA	US\$	14,880.00
At OSI:					
- SAT Preparation Activities					
- Post-SAT System Documentation Updates					
At DME:					
- 3-Days Formal Site Acceptance Testing					
- SAT Cleanup and Commissioning Preparation					
Project Implementation Subtotal:				US\$	14,880.00
Option #2 Total:				US\$	14,880.00
<u>Option #3: CHRONUS Addition</u>					
Third Party Hardware					
Customer Furnished Server	1	0.00	EA	US\$	0.00
Physical Host Server Hosting:					
- (1) CHRONUS VM @PCC on DMZ LAN					
Customer Furnished Server	1	0.00	EA	US\$	0.00
Physical Host Server Hosting:					
- (1) CHRONUS VM @BCC on DMZ LAN					
Customer Furnished Hardware	1	0.00	LOT	US\$	0.00
All Other Hardware (i.e. Cables, Cabinets, Firewalls, Network Switches, KVM Tray, KVM Switch, GPS Clock, Etc.)					
Third Party Hardware Subtotal:				US\$	0.00


OSI

QUOTATION

Quote Number: 27983

Reference: DME2021-Q05-Rev1

Description	Qty	Unit Cost	Unit	Extended Cost	
OSI Software					
CHRONUS Enterprise Licensing Up to 5,000 Points 2 Servers: - Non-Redundant Server on PCC SCADA LAN - Non-Redundant Server on BCC SCADA LAN Up to 10 Concurrent Users OpenView Interface Playback Capabilities OSI Excel Plug-In Interface ODBC Interface (Can be Used with Power BI)	1	45,000.00	EA	US\$	45,000.00
OSI Software Subtotal:				US\$	45,000.00
Third Party Software					
Customer Furnished Third Party Software All Third Party Software	1	0.00	LOT	US\$	0.00
Third Party Software Subtotal:				US\$	0.00
Project Implementation					
CHRONUS Implementation At OSI: - Project Management and Coordination - Project Engineering and Design - VM Configuration and OS Build - Software Installation and Configuration - Factory Q/A Testing - VM Export and Remote Integration Assistance - Post-Commissioning Problem Resolution and Assistance - System Documentation Updates AT DME: - Site Integration and Configuration - Site Testing - Operator Training	1	45,280.00	EA	US\$	45,280.00
Project Implementation Subtotal:				US\$	45,280.00
Training					
Training - Units Sufficient for One Attendee of the Following OSI-U Courses: - S120: CHRONUS Report Building - S236: CHRONUS Administration	2	545.00	UNITS	US\$	1,090.00
Training Subtotal:				US\$	1,090.00
monarch™ Support Adders					
monarch™ Support Adder - Gold	1	6,750.00	EA	US\$	6,750.00
monarch™ Support Adders Subtotal:				US\$	6,750.00
Option #3 Total:				US\$	98,120.00



OSI

QUOTATION

Quote Number: 27983

Reference: DME2021-Q05-Rev1

Description	Qty	Unit Cost	Unit	Extended Cost	
<u>Option #4: Report Studio Addition</u>					
OSI Software					
OSI Report Studio (Report Design, Scheduling and Viewing Tool) License 2 Servers (1 @PCC, 1 @BCC) 20 Concurrent Users (Up to 10 OpenView Users and 10 External Web Users)	1	25,000.00	EA	US\$	25,000.00
OSI Software Subtotal:				US\$	25,000.00
Project Implementation					
Report Studio Implementation At OSI: - Additional Project Management and Coordination - Additional Project Engineering and Design - Remote Implementation and Testing - Post Installation Support and Q/A	1	27,360.00	EA	US\$	27,360.00
Project Implementation Subtotal:				US\$	27,360.00
monarch™ Support Adders					
monarch™ Support Adder - Gold	1	3,750.00	EA	US\$	3,750.00
monarch™ Support Adders Subtotal:				US\$	3,750.00
Option #4 Total:				US\$	56,110.00



OSI

QUOTATION

Quote Number: 27983

Reference: DME2021-Q05-Rev1

Customer Address Info:

Bill To:

City of Denton, Texas
215 E McKinney St
Denton TX 76201-4299
USA

Ship To:

Denton Municipal Electric
1659 Spencer Rd.
Denton TX 76205
USA

Payment Terms:

Net 30 Days

Milestone Payment Details:

10% Upon Quote Acceptance
15% Upon Project Kickoff Meeting
25% Upon Completion of Virtual Machine Upgraded System Q/A Testing (or FAT, if Option 1 is Selected)
25% Upon Completion of Site Testing (or SAT, if Option 2 is Selected)
25% Upon Project Completion

**QUOTATION**

Quote Number: 27983

Reference: DME2021-Q05-Rev1

Special Terms and Conditions:

1. Quoted disk sizing assumes CHRONUS archival of 1,000 points with a 50% change rate every 2 seconds with 2 years of historical data available online.

2. Any VM host hardware or standalone hardware supplied by DME is compliant with monarch™.NET minimum requirements as follows:

Minimum Host Server Specifications Per VM Instance

CPU: 4 Physical Cores (8 Threads)

RAM: 16GB

DISK IOPS: 100

OS: Windows Server 2016, Windows Server 2019, RedHat Enterprise Linux 7

Recommended Host Server Specifications Per VM Instance

CPU: 8 Physical Cores (16 Threads)

RAM: 32GB

DISK IOPS: 200

OS: Windows Server 2016, Windows Server 2019, RedHat Enterprise Linux 7, RedHat Enterprise Linux 8

Standalone Server Specifications:

XEON CPU: Dual Eight-Core HT, 2.1GHz and Above

RAM: 32+GB

OS: Windows Server 2019, RedHat Enterprise Linux 7, RedHat Enterprise Linux 8

Standalone Workstation Specifications:

CPU: Single Quad-Core HT ~3.6GHz and Above

RAM: 32+GB

OS: Windows 10 Pro 64-Bit

Video Card: FirePro WX4100 4GB or Better

Server

- Xeon CPU: Dual Six-Core 2.3GHz and above

- RAM: 32+GB

- OS: Windows Server 2016, Windows Server 2019, RedHat Enterprise Linux 7

Workstation

- CPU: Single Quad-Core 2.8GHz and above

- RAM: 16+GB

- OS: Windows 10 64-bit

- Video Card: FirePro WX4100 4GB or better**

*Quantities are additive, per VM (e.g. a host with 5 VMs will require 5x quantities shown). This does not reflect how to configure the VMs within the hypervisor; it is only a guideline for how to size the host hardware.

**In addition to indicated per VM RAM quantities, another 16GB RAM is required for the Hypervisor component.

3. DME will provide all third party hardware, software (such as backup/archival software), licensing, and configuration not specifically mentioned in this quote.

4. If required, DME will handle any custom display and database work, and will test and verify all external links and interfaces.

5. DME will provide high-speed remote access to server and console hardware, if needed (VPN, Remote Desktop Connection, etc.). Dial-up modem connections are insufficient.

6. DME will be responsible for configuration of corporate or external facing firewalls, if applicable.

7. DME will provide sufficient cabinet space and cabling for new hardware. If DME is not able to provide this, additional cabinets and/or cables can be quoted separately.

8. A feature differences operator review session is included but limited to a brief hands-on, informal session. Additional training can be quoted separately as needed.

9. Option 4 for Report Studio is dependent upon the acceptance of Option 3 for CHRONUS.

**QUOTATION**

Quote Number: 27983

Reference: DME2021-Q05-Rev1

Standard Terms and Conditions

1. All quoted prices are in US Dollars (\$), unless otherwise stated.
2. Travel and associated administrative costs are not included in this quote, and will be billed as incurred, unless otherwise stated.
3. Customer shall pay all applicable shipping and tariffs, unless otherwise stated.
4. Quoted price does not include applicable taxes, unless otherwise stated.
5. OSI will schedule all work upon receipt of the Customer's written acceptance, subject to OSI's resource availability.
6. Training, if applicable, will be provided at OSI's facility, unless otherwise stated.
7. Training Units may be used for up to 18 months from the date of purchase; any remaining unused Units will expire thereafter. One Training Unit is equivalent to one student attending one day of instruction for OSI University courses in Minneapolis (including Web-U courses).
8. Customer shall provide all relevant system information required for the work as needed (i.e. databases, displays, reports, IP addresses, networking information, RTU channel information, etc.) and shall be responsible for all delays caused by Customer's failure to do so in a timely manner.
9. Customer will have dedicated personnel available to assist OSI in the work, unless otherwise stated.
10. All third-party hardware purchased as part of this quote carries a standard OEM warranty, unless otherwise stated. All OSI hardware purchased as part of this quote carries a one-year warranty against defects from date of delivery, unless otherwise stated.
11. OSI does not guarantee that third-party goods will be available at time of quote acceptance. If third-party goods are not available, upon Customer's authorization, OSI will provide suitable replacements and bill any resulting cost differences to the Customer. Failure to timely authorize replacements may result in delays and/or need to re-quote.
12. When applicable, Customers subscribing to Gold or above Support Plans may be entitled to new software version updates without charge. With the exception of Diamond Plan subscribers, the Customer will be responsible to pay for any engineering services required to implement the software upgrades.
13. Unless otherwise agreed and quoted, Customer is responsible for all preparations for OSI's installation of software, hardware or services and any post-installation compatibility testing and compliance issues.
14. Customer will provide adequate environmental and power conditions onsite, unless otherwise stated.
15. Cutover is defined as the quoted functionality being operational with no outstanding critical incidents.
16. Any Quote(s) for system upgrade services require(s) that at the time of actual implementation Customer has a valid premium monarch™ Support plan which includes software upgrade privileges and that the system size or scope does not change dramatically between the issuance of the quote and implementation of the service.
17. Customer Furnished Hardware and Software: Customer shall provide all required third-party equipment and software ("CFE") for the Project except for the OSI-provided equipment identified in this quote. Customer shall be responsible to timely deliver all CFE to OSI in compliance with the mutually agreed upon Project Schedule for integration with the OSI software. Customer shall pay all shipping and insurance costs both to and from OSI and shall be responsible for all CFE warranties.
18. Export Controls:
 - 18.1. Customer represents: It is not a citizen, national, or resident of, and is not under control of, the government of Cuba, Iran, Sudan, Libya, North Korea, Syria, nor any country to which the United States has prohibited export and that it is not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor is it listed on the United States Department of Commerce Table of Denial Orders.
 - 18.2. Customer agrees that it will not export or re-export the Product(s), directly or indirectly, to the above mentioned countries nor to citizens, nationals or residents of those countries nor to any entity so listed on any of the above mentioned lists.
 - 18.3. Customer agrees that it will not use the Product(s) for, and will not allow the Product(s) to be used for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction.
 - 18.4. The requirements of 18.2 and 18.3 above apply to all Product(s) purchased or licensed to Customer from OSI, whether included in this quote or purchased or licensed previously.

Notice: OSI's quote is based upon Customer's acceptance of all applicable Terms and Conditions. Requests for additions to, deletions of, or different Terms and Conditions, may require a revised quote and/or additional costs or schedule delays.


OSI

QUOTATION

Quote Number: 27804
Reference: DME2021-Q06

Quote To:

Denton Municipal Electric
1659 Spencer Rd.
Denton TX 76205
USA

OSI Sales Contact:

Name: TJ Kellner
Phone: 763-404-4168
Email: TJ.Kellner@osii.com

Date:

4/1/2021

Valid Until:

5/31/2021

Attention:

Larry Collier
(940) 349-7000
Larry.Collier@cityofdenton.com

Quote Description:

McAfee ENS PMS Entitlement Addition

Description	Qty	Unit Cost	Unit	Extended Cost	
Base Quote					
Patch Management					
Patch Management Entitlement Addition	1	3,000.00	EA	US\$	3,000.00
Annual Fee for McAfee ENS Entitlement Addition					
Patch Management Subtotal:				US\$	3,000.00
		Total: US\$ 3,000.00			



OSI

QUOTATION

Quote Number: 27804
Reference: DME2021-Q06

Customer Address Info:

Bill To:

City of Denton, Texas
215 E McKinney St
Denton TX 76201-4299
USA

Ship To:

Denton Municipal Electric
1659 Spencer Rd.
Denton TX 76205
USA

Payment Terms:

Net 30 Days

Milestone Payment Details:

100% Upon Quote Acceptance

**QUOTATION**

Quote Number: 27804
Reference: DME2021-Q06

Standard Terms and Conditions

1. All quoted prices are in US Dollars (\$), unless otherwise stated.
2. Travel and associated administrative costs are not included in this quote, and will be billed as incurred, unless otherwise stated.
3. Customer shall pay all applicable shipping and tariffs, unless otherwise stated.
4. Quoted price does not include applicable taxes, unless otherwise stated.
5. OSI will schedule all work upon receipt of the Customer's written acceptance, subject to OSI's resource availability.
6. Training, if applicable, will be provided at OSI's facility, unless otherwise stated.
7. Training Units may be used for up to 18 months from the date of purchase; any remaining unused Units will expire thereafter. One Training Unit is equivalent to one student attending one day of instruction for OSI University courses in Minneapolis (including Web-U courses).
8. Customer shall provide all relevant system information required for the work as needed (i.e. databases, displays, reports, IP addresses, networking information, RTU channel information, etc.) and shall be responsible for all delays caused by Customer's failure to do so in a timely manner.
9. Customer will have dedicated personnel available to assist OSI in the work, unless otherwise stated.
10. All third-party hardware purchased as part of this quote carries a standard OEM warranty, unless otherwise stated. All OSI hardware purchased as part of this quote carries a one-year warranty against defects from date of delivery, unless otherwise stated.
11. OSI does not guarantee that third-party goods will be available at time of quote acceptance. If third-party goods are not available, upon Customer's authorization, OSI will provide suitable replacements and bill any resulting cost differences to the Customer. Failure to timely authorize replacements may result in delays and/or need to re-quote.
12. When applicable, Customers subscribing to Gold or above Support Plans may be entitled to new software version updates without charge. With the exception of Diamond Plan subscribers, the Customer will be responsible to pay for any engineering services required to implement the software upgrades.
13. Unless otherwise agreed and quoted, Customer is responsible for all preparations for OSI's installation of software, hardware or services and any post-installation compatibility testing and compliance issues.
14. Customer will provide adequate environmental and power conditions onsite, unless otherwise stated.
15. Cutover is defined as the quoted functionality being operational with no outstanding critical incidents.
16. Any Quote(s) for system upgrade services require(s) that at the time of actual implementation Customer has a valid premium monarch™ Support plan which includes software upgrade privileges and that the system size or scope does not change dramatically between the issuance of the quote and implementation of the service.
17. Customer Furnished Hardware and Software: Customer shall provide all required third-party equipment and software ("CFE") for the Project except for the OSI-provided equipment identified in this quote. Customer shall be responsible to timely deliver all CFE to OSI in compliance with the mutually agreed upon Project Schedule for integration with the OSI software. Customer shall pay all shipping and insurance costs both to and from OSI and shall be responsible for all CFE warranties.
18. Export Controls:
 - 18.1. Customer represents: It is not a citizen, national, or resident of, and is not under control of, the government of Cuba, Iran, Sudan, Libya, North Korea, Syria, nor any country to which the United States has prohibited export and that it is not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor is it listed on the United States Department of Commerce Table of Denial Orders.
 - 18.2. Customer agrees that it will not export or re-export the Product(s), directly or indirectly, to the above mentioned countries nor to citizens, nationals or residents of those countries nor to any entity so listed on any of the above mentioned lists.
 - 18.3. Customer agrees that it will not use the Product(s) for, and will not allow the Product(s) to be used for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction.
 - 18.4. The requirements of 18.2 and 18.3 above apply to all Product(s) purchased or licensed to Customer from OSI, whether included in this quote or purchased or licensed previously.

Notice: OSI's quote is based upon Customer's acceptance of all applicable Terms and Conditions. Requests for additions to, deletions of, or different Terms and Conditions, may require a revised quote and/or additional costs or schedule delays.


OSI

QUOTATION

Quote Number: 27829

Reference: DME2021-Q07-Budgetary

Quote To:

Denton Municipal Electric
1659 Spencer Rd.
Denton TX 76205
USA

OSI Sales Contact:

Name: TJ Kellner
Phone: 763-404-4168
Email: TJ.Kellner@osii.com

Date:

4/5/2021

Valid Until:

6/4/2021

Attention:

Larry Collier
(940) 349-7000
Larry.Collier@cityofdenton.com

Quote Description:

Budgetary Multi-Year monarch™ Support and Patch Management Renewal

Description	Qty	Unit Cost	Unit	Extended Cost	
Base Quote					
monarch™ Support					
GMS monarch™ Support - Gold	1	214,558.00	EA	US\$	214,558.00
Support Period: 29-Jun-22 to 28-Jun-27					
- Year 1 (29-Jun-22 to 28-Jun-23): \$41,643					
- Year 2 (29-Jun-23 to 28-Jun-24): \$42,268					
- Year 3 (29-Jun-24 to 28-Jun-25): \$42,902					
- Year 4 (29-Jun-25 to 28-Jun-26): \$43,546					
- Year 5 (29-Jun-26 to 28-Jun-27): \$44,199					
T&D SCADA monarch™ Support - Gold	1	220,970.00	EA	US\$	220,970.00
Support Period: 01-Nov-21 to 31-Oct-26					
- Year 1 (01-Nov-21 to 31-Oct-22): \$42,888					
- Year 2 (01-Nov-22 to 31-Oct-23): \$43,531					
- Year 3 (01-Nov-23 to 31-Oct-24): \$44,184					
- Year 4 (01-Nov-24 to 31-Oct-25): \$44,847					
- Year 5 (01-Nov-25 to 31-Oct-26): \$45,520					
monarch™ Support Subtotal:				US\$	435,528.00
Patch Management					
Patch Management Services - Gold	1	151,184.00	EA	US\$	151,184.00
Service Period: 15-Dec-21 to 14-Dec-26					
- Year 1 (15-Dec-21 to 14-Dec-22): \$29,877					
- Year 2 (15-Dec-22 to 14-Dec-23): \$29,877					
- Year 3 (15-Dec-23 to 14-Dec-24): \$30,325					
- Year 4 (15-Dec-24 to 14-Dec-25): \$30,325					
- Year 5 (15-Dec-25 to 14-Dec-26): \$30,780					
Patch Management Subtotal:				US\$	151,184.00
		Total: US\$ 586,712.00			

**QUOTATION**

Quote Number: 27829

Reference: DME2021-Q07-Budgetary

Customer Address Info:**Bill To:**

City of Denton, Texas
215 E McKinney St
Denton TX 76201-4299
USA

Ship To:

Denton Municipal Electric
1659 Spencer Rd.
Denton TX 76205
USA

Payment Terms:**Net 30 Days****Milestone Payment Details:**

To be Determined Upon Firm Quotation

Special Terms and Conditions:

1. This is a budgetary quote; a firm quote is required prior to acceptance.
2. This pricing assumes no new licensing is purchased or entitlements are added between now and the completion of the current service periods.
3. If new licensing is purchased a support adder will be incurred and added to the support pricing.
4. If new entitlements are added a patch management adder will be incurred and added to the patch management pricing.
5. Patch Management Services includes Discovery, Testing, and Analysis on the following software:
 - NTP
 - Microsoft Visual Studio C++ Express
 - MS SQL Server 2005 (Win 2k8 R2)
 - Windows 7 64-bit
 - McAfee
 - MS SQL Server 2008 (Windows 2008 R2)
 - JRE (Windows)
 - Mozilla Firefox
 - Microsoft Visual Studio 2010 Express
 - MS SQL 2012 (Win 2012)
 - Microsoft Office 2013 Pro
 - Windows Server 2012 R2
 - Cisco 3750x Switch
 - Notepad++
 - Putty
 - Google Chrome
 - Microsoft Office 2016
 - RHEL 7
 - Cisco 3650 Switch
 - AMD Graphics Card Drivers
 - NVIDIA Graphics Card Drivers
 - Cisco 3850 Switch
 - Visual Studio 2013
 - Windows 10 64-bit
 - Windows Server 2016
 - MS SQL 2016
 - Visual Studio 2015
 - Wireshark
 - VMware ESXi 6.0
 - VMware ESXi 6.5
 - Windows Server 2019
 - MS SQL 2019



OSI

QUOTATION

Quote Number: 27829

Reference: DME2021-Q07-Budgetary

Standard Terms and Conditions

1. All quoted prices are in US Dollars (\$), unless otherwise stated.
2. Travel and associated administrative costs are not included in this quote, and will be billed as incurred, unless otherwise stated.
3. Customer shall pay all applicable shipping and tariffs, unless otherwise stated.
4. Quoted price does not include applicable taxes, unless otherwise stated.
5. OSI will schedule all work upon receipt of the Customer's written acceptance, subject to OSI's resource availability.
6. Training, if applicable, will be provided at OSI's facility, unless otherwise stated.
7. Training Units may be used for up to 18 months from the date of purchase; any remaining unused Units will expire thereafter. One Training Unit is equivalent to one student attending one day of instruction for OSI University courses in Minneapolis (including Web-U courses).
8. Customer shall provide all relevant system information required for the work as needed (i.e. databases, displays, reports, IP addresses, networking information, RTU channel information, etc.) and shall be responsible for all delays caused by Customer's failure to do so in a timely manner.
9. Customer will have dedicated personnel available to assist OSI in the work, unless otherwise stated.
10. All third-party hardware purchased as part of this quote carries a standard OEM warranty, unless otherwise stated. All OSI hardware purchased as part of this quote carries a one-year warranty against defects from date of delivery, unless otherwise stated.
11. OSI does not guarantee that third-party goods will be available at time of quote acceptance. If third-party goods are not available, upon Customer's authorization, OSI will provide suitable replacements and bill any resulting cost differences to the Customer. Failure to timely authorize replacements may result in delays and/or need to re-quote.
12. When applicable, Customers subscribing to Gold or above Support Plans may be entitled to new software version updates without charge. With the exception of Diamond Plan subscribers, the Customer will be responsible to pay for any engineering services required to implement the software upgrades.
13. Unless otherwise agreed and quoted, Customer is responsible for all preparations for OSI's installation of software, hardware or services and any post-installation compatibility testing and compliance issues.
14. Customer will provide adequate environmental and power conditions onsite, unless otherwise stated.
15. Cutover is defined as the quoted functionality being operational with no outstanding critical incidents.
16. Any Quote(s) for system upgrade services require(s) that at the time of actual implementation Customer has a valid premium monarch™ Support plan which includes software upgrade privileges and that the system size or scope does not change dramatically between the issuance of the quote and implementation of the service.
17. Customer Furnished Hardware and Software: Customer shall provide all required third-party equipment and software ("CFE") for the Project except for the OSI-provided equipment identified in this quote. Customer shall be responsible to timely deliver all CFE to OSI in compliance with the mutually agreed upon Project Schedule for integration with the OSI software. Customer shall pay all shipping and insurance costs both to and from OSI and shall be responsible for all CFE warranties.
18. Export Controls:
 - 18.1. Customer represents: It is not a citizen, national, or resident of, and is not under control of, the government of Cuba, Iran, Sudan, Libya, North Korea, Syria, nor any country to which the United States has prohibited export and that it is not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor is it listed on the United States Department of Commerce Table of Denial Orders.
 - 18.2. Customer agrees that it will not export or re-export the Product(s), directly or indirectly, to the above mentioned countries nor to citizens, nationals or residents of those countries nor to any entity so listed on any of the above mentioned lists.
 - 18.3. Customer agrees that it will not use the Product(s) for, and will not allow the Product(s) to be used for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction.
 - 18.4. The requirements of 18.2 and 18.3 above apply to all Product(s) purchased or licensed to Customer from OSI, whether included in this quote or purchased or licensed previously.

Notice: OSI's quote is based upon Customer's acceptance of all applicable Terms and Conditions. Requests for additions to, deletions of, or different Terms and Conditions, may require a revised quote and/or additional costs or schedule delays.

Part B

OSI SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is made this day of , 20 ("Effective Date"), between Open Systems International, Inc., with offices at 4101 Arrowhead Drive, Medina, Minnesota, USA 55340-9457 (hereinafter "Licensor"), and City of Denton, Texas, a home rule municipal corporation, with offices at 215 E. McKinney Street, Denton, Texas 76201 (hereinafter "Licensee").

1. Definitions.

"Software" means (i) the machine-readable, object-code version of Licensor's confidential and proprietary software, including Server Software and Client Software, as set forth in the List of Deliverables or any subsequent orders thereafter; (ii) the Documentation; and (iii) any updates or revisions that Licensee may receive.

"List of Deliverables" means the list of products and software purchased or licensed by Licensee.

"Documentation" means the user guides and specifications for the Software that are made available by Licensor in electronic or tangible form.

"Server" means any physical server and/or any virtual server created by logically partitioning a physical server to create multiple virtual platforms or systems within a single physical server.

"Server Software" means that portion of the Software, which is installed on a Server or on a redundant pair of Servers (i.e., 2 computers), which serves a number of simultaneous users in a production environment. Some systems may also be licensed with additional Server licenses for development and test environments as well as disaster recovery and emergency backup purposes which, if any, are defined in the List of Deliverables.

"Client Software" means that portion of the Software, which is physically or virtually installed on a single user workstation or computer, which allows connection with the Server Software and use of the Software.

2. License Grant/Use of Software.

Grant of License. Licensor hereby grants to Licensee, pursuant to the following terms and conditions, a perpetual, non-exclusive, non-transferable, license to use the Software in support of its primary business mission and in operation of its own assets.

2.1 Permitted Uses. Licensee may:

- (i) Transfer the Software to other equipment if the particular primary equipment is inoperative, provided that at any time the Server Software and/or Client Software are active in accordance with the number of licenses purchased.
- (ii) Make static archival copies of the Software, provided that such copies shall include Licensor's copyright and other proprietary notices. All copies made by Licensee are the exclusive property of Licensor. At no times shall this copying create an unlicensed replication of the Software for use on unauthorized computers.
- (iii) Make copies of the Documentation, provided that such copies shall be used only for Licensee's internal purposes and are not republished or distributed beyond Licensee's premise. Such copies shall include Licensor's copyright and other proprietary notices.
- (iv) Develop applications in support of its business using the Licensor-provided Application Programming Interfaces (APIs) and tools delivered with the Software. Such Licensee-developed new applications are not considered part of Licensor's Software.

2.2 Uses Not Permitted. Licensee may not:

- (i) Copy the Software, except as permitted above.

- (ii) Transfer, sublicense, distribute, pledge, lease, rent, share, sell, lend or otherwise transfer all or any portion of the Software.
- (iii) Translate, modify, adapt, decompile, disassemble, or reverse engineer any Software, in whole or in part, or to bypass any licensing restrictions.
- (iv) Modify or create unauthorized derivative works of the Software or Documentation.
- (v) Use the Software to provide software services through remote hosting or otherwise, or to process the data of a third party or any other use of the Software for commercial gains.
- (vi) Install the Software on computers not owned, leased or otherwise controlled by Licensee, unless the License expressly allows installation on commercial third party cloud infrastructure.
- (vii) Create multiple-use operations or multiple hosting facilities above and beyond the number of environments expressly licensed by installing the Software in more than a single physical or virtual location to allow simultaneous and parallel use of the Software.
- (viii) Create images of the Software on virtual servers to override or bypass the number of required licensed copies, or to create back up control centers or hot back up sites for disaster recovery by not licensing these Software extensions to the license from the Licensor.

2.3 Use on Designated Equipment. Licensee agrees to:

- (i) Install the Software only on computers owned, leased, or otherwise controlled by Licensee, unless the license expressly allows installation on commercial third party cloud infrastructure instead of on premise computer infrastructure.
- (ii) Limit the use of Server Software to physical or virtual sites consistent with the number of Server Software licenses purchased as listed in the List of Deliverables. Any installed instance of the Server Software on a physical or virtual server shall be counted as an instance and shall be consistent with the number of licensed copies.
- (iii) Only install the Client Software on single workstations or single personal computers and in accordance with the number of Client Software licenses purchased as listed in the List of Deliverables.

3. License Fees/Audit.

- 3.1 In consideration for the foregoing license, Licensee shall pay Licensor in full for all applicable license fees as set forth in the associated order(s).
- 3.2 During the term of this Agreement, Licensor shall have the right, from time to time, upon thirty (30) days advance written notice and at its expense, to direct a recognized accounting firm to conduct, during normal business hours, an audit of (and to copy) the appropriate records of Licensee to verify the number of physical or virtual copies of the Software in use by Licensee, the computer systems on which such copies are installed and in the case of limited user licenses, the number of users using such copies, and the database sizing dictating the database size-dependent license fees. If an audit reveals that Licensee has underpaid fees to Licensor, Licensee shall be invoiced for such underpaid fees based on Licensor's readily ascertainable prices in effect at the time the audit was completed. Representatives of the accounting firm shall protect the confidentiality of the Licensee's Confidential Information and abide by the Licensee's reasonable security regulations and conduct themselves in such a manner as not to interfere unreasonably with Licensee's normal business operations while on Licensee's premises.

4. Warranty.

- 4.1 Scope of Warranty/Warranty of Title. Licensor hereby represents and warrants that: (i) Licensor has good and marketable title and the right to license the Software free and clear of all liens, security interests and encumbrances; and (ii) the Software does not infringe upon any U.S. patent, trademark, copyright, trade secret or other proprietary right of any third party. Any warranties against defects are set forth in the contract for services between the parties.

4.2 EXCEPT AS SET FORTH IN THIS SECTION 4, LICENSOR MAKES AND LICENSEE RECEIVES NO EXPRESSED OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE, ITS CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE BY LICENSEE. LICENSOR FURNISHES THE ABOVE WARRANTIES IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL SUCH EXPRESS OR IMPLIED WARRANTIES ARE HEREBY DISCLAIMED.

5. **Limitation of Liability.** Neither party shall be liable, whether in contract, warranty, tort (including negligence), strict liability, indemnity or any other legal theory, for indirect, special, incidental or consequential damages, however caused, including but not limited to, any such damages arising out of the use or operation of the Software, delays in delivery or repair, loss of use of the Software, or damage to any documents, data or other property of Licensee, loss of revenue or profit; for costs of capital or of substitute use or performance; or for any other loss or cost of a similar type; or for claims by either party for damages claimed by the other party's customers. Except in the case of gross negligence, reckless or willful misconduct, or a breach of Confidentiality (under Section 7) or a breach of Intellectual Property Indemnification (under Section 6.2), the maximum liability under this Agreement shall not exceed double the amount of the total license fees paid under this Agreement.

Both parties agree that the exclusions and limitations set forth in this Section 5 do not preclude either party from obtaining equitable or injunctive relief or pursuing others who may be responsible for some or all of any losses incurred.

Licensee acknowledges and agrees that Licensor has set its prices and entered into this Agreement in reliance upon the disclaimer of warranty and limitation of liability set forth herein, that same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

6. **Intellectual Property Rights and Indemnification.**

6.1 **Proprietary Rights.** All intellectual property rights including trademarks, service marks, patents, copyrights, trade secrets, and other proprietary rights in or related to the Software are and will remain the property of Licensor or its licensors, whether or not specifically recognized or protected under local law. Only Licensor shall have the right to modify, maintain, enhance, or otherwise alter the Software source code, unless specified otherwise.

6.2 **Intellectual Property Indemnification.** Licensor shall defend any claim, suit, or action filed against Licensee, its directors, officers, employees, agents, contractors, successors and assigns to the extent based on an allegation that the Software, as of its delivery date to Licensee, infringes any third party's valid U.S. patent or copyright. Licensor shall indemnify Licensee from any adverse final judgment (or settlement to which it consents) relating thereto.

Notwithstanding the foregoing, such indemnification obligations shall not apply: (a) unless Licensor is given prompt written notice of any claim or threat after Licensee learns of such claim or threat and such information and assistance as Licensor may request in order to prosecute its defense; and (b) unless Licensor is given the opportunity to control the defense of such action, provided however, that Licensee shall have the right to approve papers filed regarding dispositive motions and shall have the right to approve any settlement of any claims brought against it; (c) if the Software involved has been altered in any way by Licensee or other(s) and such infringement would not have been alleged but for the alteration; and (d) if Licensee continues to use the Software after Licensor notifies Licensee to discontinue such use due to a filed or impending claim, suit or action. Licensee shall protect Licensor to the same extent Licensor has agreed to protect Licensee herein if a claim or a suit is brought against Licensor based on such alteration by Licensee.

In the event any such infringement, claim, action or allegation is brought or threatened against Licensee, Licensor may, at its sole option and expense: (i) procure for Licensee the right to continue using the Software, (ii) modify the Software so as to be non-infringing, (iii) procure a replacement product that has substantially the same functionality, or if none of the above options are reasonably available, or (iv) terminate this Agreement by notice to Licensee without further obligation or liability to Licensee relating to such infringement.

7. **Confidentiality.** Each party agrees that should a party (the "Disclosing Party") share information with the other party (the "Receiving Party") which is designated or marked as proprietary or confidential, or information which, under the circumstances surrounding disclosure ought to be treated as confidential by the Receiving Party (hereinafter "Confidential Information"), the Receiving Party shall not disclose this Confidential Information to anyone or use this Confidential Information for any purpose independent of the fulfillment of this Agreement. The Receiving Party shall not use any Confidential Information to the detriment of the Disclosing Party and shall use efforts to protect the confidentiality of any such Confidential Information commensurate with those which it employs to protect its own Confidential Information. The Receiving Party will ensure that it enters into agreements with employees, consultants, agents, shareholders and any other who have or may obtain access to the Confidential Information to maintain such Confidential Information in confidence. Confidential Information shall not include information which is: a) rightfully in the possession of or known to the Receiving Party prior to the disclosure without an obligation to maintain its confidentiality, b) publicly known or becomes publicly known through no unauthorized act of the Receiving Party, c) rightfully received by the Receiving Party from a third party without obligation of confidentiality, or d) independently developed by or for the Receiving Party.

In the event the Receiving Party receives a subpoena or other validly issued administrative or judicial process demanding the production of Confidential Information previously provided by the Disclosing Party, the Receiving Party shall promptly notify the Disclosing Party of this fact and tender the defense of or opposition to this subpoena or demand to the Disclosing Party. If the subpoena or demand is not timely limited, quashed or extended, the Receiving Party shall thereafter be entitled to comply with such subpoena or demand to the extent required by law. If requested by the Disclosing Party after the tender of defense or opposition is accepted, the Receiving Party shall cooperate in such defense or opposition at the expense of the Disclosing Party.

The Parties acknowledge that unauthorized disclosure of Confidential Information in violation of this Section may result in irreparable harm for which monetary damages or other remedy at law may be inadequate. Each party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper and necessary by a court of competent jurisdiction to prevent any irreparable harm which may be caused by a breach or threatened breach of this Agreement.

8. **Termination.**

- 8.1 Licensor shall have the right to immediately terminate this Agreement and the license granted herein:

- (i) Upon written notice in the event that Licensee, its officers, agents, or employees materially breaches any provision of this Agreement. Such notice shall identify and describe the default upon which termination is based and the Licensee shall have thirty (30) days following receipt of the written notice to cure such default.
- (ii) In the event Licensee: (i) becomes subject to any bankruptcy or insolvency proceeding under Federal or State statute(s) which filing is not withdrawn within sixty (60) days for the filing thereof; (ii) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority; or (iii) has wound up or liquidated Licensee's business, voluntarily or otherwise.

24. Upon termination, Licensee shall cease the use of the Software and either return or, upon request by Licensor, destroy the Software and provide a written affidavit to Licensor of the destruction of the Software. Termination under this paragraph shall not relieve Licensee of its obligations regarding confidentiality of the Software, nor relieve the Licensee of further claims made by the Licensor under the law for damages as a result of the violation of the terms of the Agreement. The provisions of Sections 5, 6, 7, 9, and 10, and any other sections that, by their terms, extend beyond the term of this Agreement survive termination of this Agreement for any reason, provided that such provisions terminate within the time frame specified by any such provision.

8.2 .

9. **Export Controls Compliance.** Licensee agrees to comply with all applicable United States export control laws and regulations, as amended from time to time, including without limitation the laws and regulations administered by the United States Department of Commerce and the United States Department of State. Licensee agrees that neither the Software nor any data, information, program and/or materials resulting from Licensor's services (or any direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. To the extent allowed by the laws of the state of Texas and without waiving any applicable immunity, Licensee will indemnify and hold Licensor harmless from any and all liability arising out of Licensee's use of the Software in violation of these laws, rules or regulations.

10. **General Provisions.**

- 10.1 **Complete Agreement.** Each party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms. The parties further agree that this Agreement is the complete and exclusive statement of this Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties governing operation and use of the Software. This Agreement may not be modified or altered except by written instrument duly executed by both parties.
- 10.2 **Waiver.** The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any other right hereunder.
- 10.3 **Severability.** If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, only that provision is to be deemed omitted and the remaining provisions shall not be affected in any way.
- 10.4 **Assignment.** Licensee may not assign the Software or this Agreement to anyone, including any parent, subsidiary or affiliate or as part of the sale of any portion of its business or pursuant to any merger, consolidation or reorganization without Licensor's prior written consent, except to a successor of all of Licensee's assets and business, provided the successor agrees to be bound by this Agreement and the successor is not a direct competitor of the Licensor. Licensee acknowledges that as a condition to such consent, Licensor may require the assignee to update all Software to the then-current version and purchase one year of Software support.
- 10.5 **U.S. Government Contracts.** Any Software or Documentation acquired by or on behalf of a unit or agency of the United States Government is "commercial computer software" or "commercial computer software documentation" and, absent a written agreement to the contrary, the Government's rights with respect to such Software or Documentation are limited by the terms of this Agreement, pursuant to FAR § 12.212(a) and its successor regulations and/or DFARS § 227.7202-1(a) and its successor regulations, as applicable. The manufacturer is Open Systems International, Inc., 4101 Arrowhead Drive, Medina, Minnesota USA 55340-9457.

- 10.6 Governing Law. The validity, interpretation, and enforcement of this Agreement shall be governed by the laws of, and the parties agree and consent to the jurisdiction of, the State and Federal courts in: (1) Minnesota, USA, for any claim brought against Licensor by Licensee; or (2) Licensee's local legal jurisdiction (e.g., home state, province, country, etc.) for any claim brought against Licensee by Licensor. In the event of multiple claims, the first to file shall control governing law and jurisdiction as provided above.
- 10.7 Dispute Resolution. Any dispute for claims which will not result in irreparable harm if not immediately addressed may be brought for decision in the applicable court of competent jurisdiction only after the parties have met and attempted to amicably resolve the dispute.
- 10.8 Limitation of Actions Period. No action, regardless of form, arising out of this Agreement may be brought by either party outside of an applicable statute of limitations
- 10.9 Counterparts. This Agreement may be executed in counterparts, all of which when executed and delivered shall constitute one single agreement between the parties.

SIGNATURES ON FOLLOWING PAGE

The parties are signing this Agreement as of the Effective Date.

Licensors:

Open Systems International, Inc.
4101 Arrowhead Drive
Medina, Minnesota USA 55340-9457

Licensee:

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

Exhibit C
INSURANCE REQUIREMENTS AND
WORKERS' COMPENSATION REQUIREMENTS

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

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the insurance coverage as indicated hereinafter. Contractor shall provide the following types and amounts of insurance by any combination of primary, excess, or self-insurance.

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

All insurance coverage 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.
- Liability policies shall provide the following:
 - Include as Additional Insured the City of Denton, its Officials, Employees, and volunteers to the extent of the liabilities assumed by Contractor under this agreement.
 - That such insurance, to the extent of the liabilities assumed by Contractor under this agreement, 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, to the extent of the liabilities assumed by Contractor under this agreement, in favor of the City of Denton, its officials, employees, and volunteers.

- ***Cancellation: City requires 30 days' 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 required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

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

[X] A. General Liability Insurance:

General Liability insurance with combined single limits of **\$2,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

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

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

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

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

☒ **Automobile Liability Insurance:**

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of **\$1,000,000** either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

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

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

☒ **Workers' Compensation Insurance**

Contractor shall purchase and maintain Workers' Compensation insurance which, in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of \$100,000 for each accident, \$100,000 per each employee, and a \$500,000 policy limit for occupational disease. The City need not be included as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for any work performed for the City by the Named Insured to the extent of Contractor's obligations under this Contract.

☐ **Owner's and Contractor's Protective Liability Insurance**

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

☐ **Fire Damage Legal Liability Insurance**

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

☐ **Professional Liability Insurance**

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

☐ **Builders' Risk Insurance**

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

[] **Environmental Liability Insurance**

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

[] **Riggers Insurance**

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

[] **Commercial Crime**

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

[] **Additional Insurance**

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

ATTACHMENT 1**[] Workers' Compensation Coverage for Building or Construction Projects for Governmental Entities****A. Definitions:**

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

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

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

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

project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

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

- b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- 5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- 6. notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

Exhibit D
Certificate of Interested Parties Electronic Filing

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

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

The contractor shall:

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

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

Exhibit E

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

1 Name of vendor who has a business relationship with local governmental entity. Open Systems International, Inc.

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

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

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

none

Name of Officer

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

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

☐

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.

none

4 ☐ I have no Conflict of Interest to disclose.

5 DocuSigned by:

Al Eiasen

8/27/2021

Signature of vendor doing business with the governmental entity

Date

Certificate Of Completion

Envelope Id: 4D9B0E47CCDB4DF0A4B8066765092E57

Status: Completed

Subject: Please DocuSign: City Council Contract 7718 - OSI Renewal and Upgrade

Source Envelope:

Document Pages: 48

Signatures: 8

Envelope Originator:

Certificate Pages: 6

Initials: 1

Cori Power

AutoNav: Enabled

901B Texas Street

Enveloped Stamping: Enabled

Denton, TX 76209

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

cori.power@cityofdenton.com

IP Address: 198.49.140.104

Record Tracking

Status: Original

Holder: Cori Power

Location: DocuSign

8/27/2021 12:52:27 PM

cori.power@cityofdenton.com

Signer Events**Signature****Timestamp**

Cori Power

Completed

Sent: 8/27/2021 2:30:33 PM

cori.power@cityofdenton.com

Viewed: 8/27/2021 2:30:42 PM

Senior Buyer

Signed: 8/27/2021 2:32:39 PM

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



Sent: 8/27/2021 2:32:41 PM

lori.hewell@cityofdenton.com

Viewed: 8/27/2021 3:08:27 PM

Purchasing Manager

Signed: 8/27/2021 3:09:35 PM

City of Denton

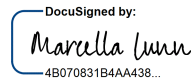
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Using IP Address: 198.49.140.104

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Marcella Lunn



Sent: 8/27/2021 3:09:37 PM

marcella.lunn@cityofdenton.com

Viewed: 8/27/2021 4:29:11 PM

Catherine Clifton, Interim City Attorney

Signed: 8/27/2021 4:32:42 PM

City of Denton

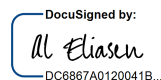
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Using IP Address: 198.49.140.104

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Al Eliassen



Sent: 8/27/2021 4:32:46 PM

Al.Eliassen@osii.com

Viewed: 8/27/2021 4:52:31 PM

President

Signed: 8/27/2021 4:55:57 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 204.147.90.2

Electronic Record and Signature Disclosure:

Accepted: 8/27/2021 4:52:31 PM

ID: 182f6864-1202-45d1-937a-0988cb435e98

Signer Events	Signature	Timestamp
Leisha Meine Leisha.Meine@cityofdenton.com Chief Technology Officer City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	DocuSigned by:  D60D157ADABC4D5... Signature Adoption: Pre-selected Style Using IP Address: 47.188.229.226 Signed using mobile	Sent: 8/27/2021 4:55:59 PM Viewed: 8/27/2021 8:50:08 PM Signed: 8/27/2021 8:50:54 PM
Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 198.49.140.104	Sent: 8/27/2021 8:50:58 PM Viewed: 9/22/2021 7:52:12 AM Signed: 9/22/2021 7:53:09 AM
Sara Hensley sara.hensley@cityofdenton.com Interim City Manager City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	DocuSigned by:  5236DB296270423... Signature Adoption: Pre-selected Style Using IP Address: 47.184.119.76	Sent: 9/22/2021 7:53:12 AM Viewed: 9/22/2021 8:19:27 AM Signed: 9/22/2021 8:19:35 AM
Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	DocuSigned by:  1C5CA8C5E175493... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/22/2021 8:19:38 AM Viewed: 9/22/2021 11:39:13 AM Signed: 9/22/2021 11:39:34 AM
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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
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Carbon Copy Events	Status	Timestamp
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Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/27/2021 8:50:57 PM Viewed: 8/30/2021 10:46:31 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/22/2021 11:39:38 AM
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Signing Complete	Security Checked	9/22/2021 11:39:34 AM
Completed	Security Checked	9/22/2021 11:39:42 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:

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

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

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

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

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

To request paper copies from City of Denton

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

To withdraw your consent with City of Denton

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

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

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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

Acknowledging your access and consent to receive materials electronically

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