

DocuSign City Council Transmittal Coversheet

Contract	6047
File Name	Perkin Elmer Service Plan
Purchasing Contact	Rebecca Hunter
City Council Target Date	2/2/2016
Granicus #	
Ordinance #	

**CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND PERKINELMER HEALTH SCIENCES
FILE 6047**

February 2, 2016

THIS CONTRACT is made and entered into this date _____, by and between PerkinElmer Health Sciences, Inc. a corporation, whose address is 710 Bridgeport Avenue, Shelton, CT 06484-04794, hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," and shall remain 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 services in accordance with the Contractor's proposal 40562254, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit "D"**. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Modified City of Denton Standard Terms and Conditions (**Exhibit "A"**);
- (b) Modified Special Terms and Conditions (**Exhibit "B"**);
- (c) Insurance Requirements (**Exhibit "C"**);
- (d) Contractor's Proposal. (**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."

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

CONTRACTOR

BY: DocuSigned by:
Marylynn Hartl
4DFC5A7FB8FD43D...
AUTHORIZED SIGNATURE

Date: 1/27/2016

Name: MaryLynne Hartl

Title: Contract Admin

1-800-762-4000
PHONE NUMBER

Contracts@perkinelmer.com
EMAIL ADDRESS

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: DocuSigned by:
Jennifer Walters
C5BF AFC1821948D...

CITY OF DENTON, TEXAS

BY: DocuSigned by:
George C. Campbell
4884E925F0E6480...
GEORGE C. CAMPBELL, CITY MANAGER

Date: 2/5/2016

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

BY: DocuSigned by:
John knight
C821996C2A2B439...

Exhibit A

Standard Purchase Terms and Conditions

These modified Terms and Conditions are applicable to this Contracts issued by the City hereinafter referred to as the City and the Contractor. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Contractor. No Terms and Conditions contained in the Contractor's Solicitation Response, Invoice or Statement shall serve to modify the terms set forth herein.

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated.

1. **CONTRACTOR'S OBLIGATIONS.** The Contractor shall fully and timely provide all deliverables described in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM.** As specified in the Contract, this Contract shall be effective as of February 2, 2016 the date of the associated Service Plan, and shall continue in effect until January 31, 2019 unless terminated earlier by either party upon thirty (30) days written notice to the other party.

3. **INVOICES:**

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount.

The City will furnish a tax exemption certificate upon request.

4. **PAYMENT:**

A. All proper invoices need to be sent to Accounts Payable. Approved invoices will be paid within thirty (30) calendar days of the City's receipt of the invoice being received in Accounts Payable, whichever is later.

B. If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming deliverables by the Contractor;

vi. failure of the Contractor to submit proper invoices with purchase order number, with all required attachments and supporting documentation; or

E. Notice is hereby given that any awarded Contractor who is in arrears to the City for delinquent taxes, the City may offset indebtedness owed the City through payment withholding.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor prompt written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract.

5. TRAVEL EXPENSES: All travel, lodging and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the contract terms.

6. FINAL PAYMENT AND CLOSE-OUT: NOT APPLICABLE

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations; and ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

7. RIGHT TO AUDIT:

A. The City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. Any such audit shall be limited in scope to compliance with this Contract and in no event shall it extend to a review of Contractor's costs or expenses of any kind

or profits/losses. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract for a period of three (3) years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within ten (10) business days of written request. Further, the Contractor shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to the Contract, and to allow the City similar access to those documents.

B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

8. SUBCONTRACTORS: NOT APPLICABLE

A. If the Contractor identified Subcontractors in a DBE/MBE/WBE agreed to Plan, the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
- ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
- iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
- iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
- v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor

except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

9. WARRANTY-PRICE:

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other Contractor or with any competitor.

10. WARRANTY – SERVICES: The Contractor warrants and represents that all services to be provided the City under the Contract will be performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Warranty claims must be made within 90 days after Services are performed.

CONTRACTOR MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY WITH RESPECT TO ITS SERVICES, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED. CONTRACTOR'S SOLE LIABILITY AND RESPONSIBILITY UNDER THIS AGREEMENT FOR BREACH OF WARRANTY IS RE-PERFORMANCE OF THE SERVICES WITHIN A REASONABLE TIME OR RETURN OF THE FEE PAID FOR THE DEFECTIVE SERVICES, AT CONTRACTOR'S OPTION. THESE ARE THE CITY'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, THE SERVICES PROVIDED OR OTHERWISE, EVEN IF CONTRACTOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, CONTRACTOR'S LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SERVICES PROVIDED OR OTHERWISE SHALL NOT EXCEED, AND THE CITY'S EXCLUSIVE REMEDY IN ANY EVENT SHALL BE LIMITED TO, THE AMOUNT ACTUALLY PAID BY BUYER FOR THE UNDERLYING SERVICE PLAN.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the City shall pay to the Contractor, on a prorated basis, the amount owed for services provided to date.

EXCLUSIONS: Service Plans do not include software or firmware upgrades, except where specifically included in Contractor's quotation, and do not include replacement of parts, costs or repairs for defects or damages arising from or in connection with (a) abuse, misuse, mishandling, improper or inadequate maintenance, or failure to operate equipment in accordance with applicable specifications or instructions; (b) causes beyond Contractor's reasonable control, including, without limitation, acts of God, power surges or failure, failure or interruption in

communication lines, or corrosive City samples; (c) installation of software or interfacing, or use in combination with software or products, not supplied or authorized by Contractor; or (d) electrical work, transportation, modification, relocation, reinstallation, repair or service, performed by the City or by persons other than Contractor authorized personnel. Further, parts in contact with any liquid, including but not limited to, seals, filters, gaskets, valves, syringes, tubing, tips, etc., are considered wetted and shall be deemed user replaceable and not covered by any Service Plan, unless otherwise stated in Contractor's quotation.

CONSUMABLES: The costs of consumables supplied by Contractor in performing the Services are the responsibility of the City unless otherwise stated in Contractor's quotation. Consumables include Contractor's usual and customary parts, supplies and other items which are expendable by their nature or intended use, and those which are listed in the applicable instrument user's manual.

12. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

13. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected.

14. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

15. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by providing thirty (30) days written notice unless the Contractor, within such thirty (30) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

16. **TERMINATION WITHOUT CAUSE:** Either party shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract. The City shall pay the Contractor for all services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

17. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

18. **DELAYS:**

A. The City may delay scheduled Service or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the Service as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within fifteen (15) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

19. **INDEMNITY:**

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including reasonable attorney fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors); and/or (2) death, bodily injury, illness, or disease to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors), ii. "Fault" shall include the negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, PERMITTED ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

20. **INSURANCE:** The following insurance requirements are applicable, in addition to the specific insurance requirements detailed in **EXHIBIT C**. The successful Contractor shall procure and maintain insurance of the types and in the minimum amounts requested by the City. The insurance shall be written by a company licensed to do business in the State of Texas.

A. General Requirements:

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated and agreed to for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverage's and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- iv. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of A- VII or better. The City will accept workers' compensation coverage written by but not limited to the Texas Workers' Compensation Insurance Fund.
- vi. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

City of Denton
Materials Management Department
901B Texas Street
Denton, Texas 76209

- vii. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- viii. If insurance policies are not written for amounts agreed to with the City, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- ix. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- x. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies.
- xi. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage's indicated within the Contract.
- xiv. The insurance coverage's specified in the requirements are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the solicitation instrument.

21. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, and which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within thirty (30) calendar days after receipt of notice by the Contractor. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

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

If to Contractor: PerkinElmer Health Sciences, Inc.
 710 Bridgeport Avenue
 Shelton, CT 06484
 Attention: General Counsel

23. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code.

24. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that, to its knowledge: (i) the services supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys) resulting from: (i) the Contractor's breach of any of Contractor's representations or warranties stated in this Section 24 of this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage, at its own expense, its own separate counsel to act as co-counsel on the City's behalf.

25. **CONFIDENTIALITY:** In order to provide the services to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential

Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information may substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information except as may be required to fulfill its obligations of this Contract without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

27. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

28. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

29. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

30. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire (**Exhibit D**).

31. INDEPENDENT CONTRACTOR: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City, Texas, or his designee under this agreement.

32. ASSIGNMENT-DELEGATION: The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the either party without the prior written consent of the other party. Any attempted assignment or delegation shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.

33. WAIVER: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

34. MODIFICATIONS: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any of either the City or Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

35. INTERPRETATION: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

36. DISPUTE RESOLUTION:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the

parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

37. JURISDICTION AND VENUE: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of the State of Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of either party to seek and secure injunctive relief from any competent authority as contemplated herein.

38. INVALIDITY: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

39. HOLIDAYS: The following holidays are observed by the City:

- | |
|---------------------------|
| New Year's Day (observed) |
| MLK Day |
| Memorial Day |
| 4th of July |
| Labor Day |
| Thanksgiving Day |
| Day After Thanksgiving |
| Christmas Eve (observed) |
| Christmas Day (observed) |

New Year's Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 5:00 pm, Monday through Friday, excluding City of Denton Holidays.

40. SURVIVABILITY OF OBLIGATIONS: All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

41. NON-SUSPENSION OR DEBARMENT CERTIFICATION:

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

42. EQUAL OPPORTUNITY

A. Equal Employment Opportunity: No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this Contract.

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

43. LICENSE FEES OR TAXES: Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

44. PREVAILING WAGE RATES: All respondents will be required to comply with Provision 5159a of "Vernon's Annotated Civil Statutes" of the State of Texas with respect to the payment of prevailing wage rates and prohibiting discrimination in the employment practices.

<http://www.access.gpo.gov/davisbacon/tx.html>

45. COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS: The contractor or supplier shall comply with all applicable State, Federal, and Local laws and requirements. The Respondent must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

46. FEDERAL, STATE, AND LOCAL REQUIREMENTS: Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation insurance coverage. Respondent shall ensure compliance with all federal and State tax laws and withholding requirements. The City shall not be liable to Respondent or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City and shall pay all costs, penalties, or losses resulting from Respondent's omission or breach of this Section.

47. DRUG FREE WORKPLACE: The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

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

49. FORCE MAJEURE: The City and the Contractor shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City. In the event of an occurrence under this Section, the Contractor will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Contractor continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Contractor shall notify the City Procurement Manager by telephone (to be confirmed in writing within ten (10) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

50. NON-WAIVER OF RIGHTS: Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

51. NO WAIVER OF SOVEREIGN IMMUNITY: The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of any immunities from suit or from liability that the City may have by operation of law.

Exhibit B
Special Terms and Conditions

Total Contract Amount

The contact total for services shall not exceed \$87,937.30 for the three year (3) term. Pricing shall be per Exhibit E attached.

Contract Term

The contract term will be three (3) years, effective February 2, 2016 through January 31, 2019, unless terminated earlier by either party upon thirty (30) days written notice to the other party. To be effective the Contract must be approved by the Denton City Council and be signed by the Denton City Manager or his designee.

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 the minimum insurance coverage as indicated hereinafter.

Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time.

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

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- VII or better**.
- Liability policies shall be endorsed to provide the following:
 - Name as Additional Insured the City of Denton, its Officials, Agents, and Employees.
 - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance

applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***
- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract.
- 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, :

A. **General Liability Insurance:**

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

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

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

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

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

contract, personal injury liability and broad form property damage liability.

Automobile Liability Insurance:

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

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

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

Workers' Compensation Insurance

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

Owner's and Contractor's Protective Liability Insurance

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

Fire Damage Legal Liability Insurance

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

Professional Liability Insurance

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

required under this Agreement.

Builders' Risk Insurance

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

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



PerkinElmer Health Sciences, Inc.
710 Bridgeport Avenue
SHELTON CT 06484-4794
USA

TEL: (800) 762-4000 FAX: (203) 944-4983

**ONESOURCE LABORATORY
SERVICES**

Quotation Number
40562254

Quotation Date
10/22/2015

Your Prior Agreement
35388499

Quote Expiration Date
02/11/2016

Customer Contact

Your Prior PO Number
171288

Telephone Number
940-349-8615

Fax Number

QUOTATION - COMPREHENSIVE SERVICE PLAN 3 YR

Site Address:

SCHWALM, FRITZ
CITY OF DENTON
1100 MAYHILL RD
DENTON TX 76208
USA

Invoicing Address (if different)

CITY OF DENTON
ACCOUNTS PAYABLE
215 E MCKINNEY ST
DENTON TX 76201-4299
USA

Site Number
100021902

Customer Number
4007095

Payment Terms	Coverage Period	Billing Plan	Page Number
Net 30 days	02/02/2016 to 01/31/2019	Yearly	1 of 6

Line	Quantity	Model	Description	List Price	Net Price
10	1	ELAN9000	ELAN9000 ** 02/02/2016 to 01/31/2017 Serial Number (P1500311) Comprehensive Coverage 2 PM visits; Parts, Travel, Labor, Phone Support & 15% Training Disc.	23,418.77	23,418.77
20	1	POLYSCIRECIRULATOR	POLYSCIENCE RECIRCULATOR 02/02/2016 to 01/31/2017 Serial Number (G30778) Comprehensive Coverage 2 PM visits; Parts, Travel, Labor, Phone Support & 15% Training Disc.	706.03	706.03
30	1	AS93PLUS	AS93PLUS 02/02/2016 to 01/31/2017 Serial Number (933S3101715) Comprehensive Coverage 2 PM visits; Parts, Travel, Labor, Phone Support & 15% Training Disc. This instrument is nearing the end of its serviceable life. As such, PerkinElmer will offer a service contract for this instrument whereby PerkinElmer will use all reasonable efforts to provide service including a service engineer's travel and labor, but cannot guarantee that all parts, among other items necessary for continued support will be available. PerkinElmer will not make additional attempts to procure unavailable parts. Please see our Terms and Conditions for further details. We strongly recommend you contact your sales representative to discuss suitable replacement options.	3,386.57	3,386.57
40	1	MASSSOFTWARE	MAS SOFTWARE 02/02/2016 to 01/31/2017 Serial Number (P1500311) Repair Coverage Plan (Parts, Labor, Travel & Phone Support)	885.53	885.53
Sub total for YEAR 1					28,396.90
50	1	ELAN9000	ELAN9000 ** 02/01/2017 to 01/31/2018 Serial Number (P1500311) Comprehensive Coverage 2 PM visits; Parts, Travel, Labor, Phone Support & 15% Training Disc.	24,188.52	24,188.52

EXHIBIT D



**ONESOURCE LABORATORY
SERVICES**

PerkinElmer®
For the Better

PerkinElmer Health Sciences, Inc.
710 Bridgeport Avenue
SHELTON CT 06484-4794
USA

TEL: (800) 762-4000 FAX: (203) 944-4983

Quotation Number
40562254

Quotation Date
10/22/2015

Your Prior Agreement
35388499

Quote Expiration Date
02/11/2016

Customer Contact

Your Prior PO Number
171288

Telephone Number
940-349-8615

Fax Number

QUOTATION - COMPREHENSIVE SERVICE PLAN 3 YR

Site Address:

SCHWALM, FRITZ
CITY OF DENTON
1100 MAYHILL RD
DENTON TX 76208
USA

Invoicing Address (if different)

CITY OF DENTON
ACCOUNTS PAYABLE
215 E MCKINNEY ST
DENTON TX 76201-4299
USA

Site Number
100021902

Customer Number
4007095

Line	Quantity	Model	Description	List Price	Net Price
Payment Terms		Coverage Period		Billing Plan	
Net 30 days		02/02/2016 to 01/31/2019		Yearly	
				Page Number	
				2 of 6	
60	1	POLYSCIRECIRULATOR	POLYSCIENCE RECIRCULATOR 02/01/2017 to 01/31/2018 Serial Number (G30778) Comprehensive Coverage 2 PM visits; Parts, Travel, Labor, Phone Support & 15% Training Disc.	729.24	729.24
70	1	AS93PLUS	AS93PLUS 02/01/2017 to 01/31/2018 Serial Number (933S3101715) Comprehensive Coverage 2 PM visits; Parts, Travel, Labor, Phone Support & 15% Training Disc. This instrument is nearing the end of its serviceable life. As such, PerkinElmer will offer a service contract for this instrument whereby PerkinElmer will use all reasonable efforts to provide service including a service engineer's travel and labor, but cannot guarantee that all parts, among other items necessary for continued support will be available. PerkinElmer will not make additional attempts to procure unavailable parts. Please see our Terms and Conditions for further details. We strongly recommend you contact your sales representative to discuss suitable replacement options.	3,497.88	3,497.88
80	1	MASSSOFTWARE	MAS SOFTWARE 02/01/2017 to 01/31/2018 Serial Number (P1500311) Repair Coverage Plan (Parts, Labor, Travel & Phone Support)	914.64	914.64
Sub total for YEAR 2					29,330.28
90	1	ELAN9000	ELAN9000 ** 02/01/2018 to 01/31/2019 Serial Number (P1500311) Comprehensive Coverage 2 PM visits; Parts, Travel, Labor, Phone Support & 15% Training Disc.	24,914.16	24,914.16
100	1	POLYSCIRECIRULATOR	POLYSCIENCE RECIRCULATOR 02/01/2018 to 01/31/2019 Serial Number (G30778) Comprehensive Coverage 2 PM visits; Parts, Travel, Labor, Phone Support & 15% Training Disc.	751.08	751.08

EXHIBIT D



PerkinElmer Health Sciences, Inc.
710 Bridgeport Avenue
SHELTON CT 06484-4794
USA

TEL: (800) 762-4000 FAX: (203) 944-4983

**ONESOURCE LABORATORY
SERVICES**

Quotation Number
40562254

Quotation Date
10/22/2015

Your Prior Agreement
35388499

Quote Expiration Date
02/11/2016

Customer Contact

Your Prior PO Number
171288

Telephone Number
940-349-8615

Fax Number

QUOTATION - COMPREHENSIVE SERVICE PLAN 3 YR

Site Address:

SCHWALM, FRITZ
CITY OF DENTON
1100 MAYHILL RD
DENTON TX 76208
USA

Invoicing Address (if different)

CITY OF DENTON
ACCOUNTS PAYABLE
215 E MCKINNEY ST
DENTON TX 76201-4299
USA

Site Number
100021902

Customer Number
4007095

Payment Terms
Net 30 days

Coverage Period
02/02/2016 to 01/31/2019

Billing Plan
Yearly

Page Number
3 of 6

Line	Quantity	Model	Description	List Price	Net Price
110	1	AS93PLUS	AS93PLUS 02/01/2018 to 01/31/2019 Serial Number (933S3101715) Comprehensive Coverage 2 PM visits; Parts, Travel, Labor, Phone Support & 15% Training Disc. This instrument is nearing the end of its serviceable life. As such, PerkinElmer will offer a service contract for this instrument whereby PerkinElmer will use all reasonable efforts to provide service including a service engineer's travel and labor, but cannot guarantee that all parts, among other items necessary for continued support will be available. PerkinElmer will not make additional attempts to procure unavailable parts. Please see our Terms and Conditions for further details. We strongly recommend you contact your sales representative to discuss suitable replacement options.	3,602.76	3,602.76
120	1	MASSSOFTWARE	MAS SOFTWARE 02/01/2018 to 01/31/2019 Serial Number (P1500311) Repair Coverage Plan (Parts, Labor, Travel & Phone Support)	942.12	942.12
Sub total for YEAR 3					30,210.12

EXHIBIT D



PerkinElmer Health Sciences, Inc.
710 Bridgeport Avenue
SHELTON CT 06484-4794
USA

TEL: (800) 762-4000 FAX: (203) 944-4983

**ONESOURCE LABORATORY
SERVICES**

Quotation Number
40562254

Quotation Date
10/22/2015

Your Prior Agreement
35388499

Quote Expiration Date
02/11/2016

Customer Contact

Your Prior PO Number
171288

Telephone Number
940-349-8615

Fax Number

QUOTATION - COMPREHENSIVE SERVICE PLAN 3 YR

Site Address:

SCHWALM, FRITZ
CITY OF DENTON
1100 MAYHILL RD
DENTON TX 76208
USA

Invoicing Address (if different)

CITY OF DENTON
ACCOUNTS PAYABLE
215 E MCKINNEY ST
DENTON TX 76201-4299
USA

Site Number
100021902

Customer Number
4007095

Payment Terms

Net 30 days

Coverage Period

02/02/2016 to 01/31/2019

Billing Plan

Yearly

Page Number

4 of 6

Line	Quantity	Model	Description	Net Price
			Gross Price	87,937.30
			Net Price	87,937.30
			Note: taxes will be applied to your invoice if applicable	



PerkinElmer Health Sciences, Inc. - Service Agreement Terms and Conditions

- 1. TERMS OF AGREEMENT:** These Service Agreement Terms and Conditions shall govern all orders for and purchases from PerkinElmer of services under a PerkinElmer Service Plan ("Services") and shall prevail over any pre-printed, standard or other terms set forth in Buyer's purchase order or any other document not signed by an authorized representative of PerkinElmer, which are hereby rejected and shall be void. Buyer's submission of a purchase order or other instrument regarding the purchase of Services in response to PerkinElmer's quotation or any other PerkinElmer document that includes or incorporates these terms shall be deemed acceptance of these terms to the exclusion of any other terms and conditions appearing in or referenced in such purchase order or other instrument.
- 2. REASONABLE EFFORTS:** PerkinElmer will use reasonable efforts under the circumstances to provide Services as quickly as possible. The Services will be scheduled at a time mutually agreed upon by PerkinElmer and the Buyer. Parts and components replaced or otherwise utilized in the repair of the instrument may be either new or refurbished at the discretion of PerkinElmer.
- 3. TERM; TERMINATION:** PerkinElmer may accept or reject at its discretion a purchase order for Services. Unless otherwise expressly stated by PerkinElmer in writing or under the terms of the purchased Service Plan, the initial term of a Service Plan and this Agreement is one year, commencing on the date designated by PerkinElmer in its quotation or otherwise specified to Buyer. A Service Plan may be terminated by either party upon at least thirty (30) days written notice to the other party. If Buyer is past due with respect to any invoices related to any account with PerkinElmer, PerkinElmer may, upon written notice to Buyer: suspend Services, demand payment for the balance due under this Agreement, and/or terminate this Agreement. In connection with a termination for convenience by either party, PerkinElmer shall refund Buyer any payments made by Buyer for Services beyond the effective date of termination, subject to a 15% cancellation charge on the total value of the underlying Service Plan.
- 4. PAYMENT:** Payment is due by Buyer upon receipt of invoice. Unless installment payment terms are agreed in writing by PerkinElmer and Supplier, Buyer shall deliver payment in full to the address set forth in PerkinElmer's invoice. Invoices not paid timely are subject to the lesser of fifteen percent (15%) per annum or the maximum prevailing legal interest rate, calculated from date of delinquency through the date payment is made in full. If PerkinElmer retains a collection agency and/or attorney to collect unpaid amounts, PerkinElmer may invoice Buyer for, and Buyer shall pay, all costs of collection including, without limitation, reasonable attorneys' fees.
- 5. WARRANTY; LIMITATION OF LIABILITY:** PerkinElmer warrants that it will provide Services at least in accordance with generally accepted standards prevailing in the instrument repair industry, at the time and place performed. Warranty claims must be made within 90 days after Services are performed. **PERKINELMER MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY WITH RESPECT TO ITS SERVICES, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED. PERKINELMER'S SOLE LIABILITY AND RESPONSIBILITY UNDER THIS AGREEMENT FOR BREACH OF WARRANTY IS REPERFORMANCE OF THE SERVICES WITHIN A REASONABLE TIME OR RETURN OF THE FEE PAID FOR THE DEFECTIVE SERVICES, AT PERKINELMER'S OPTION. THESE ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL PERKINELMER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, THE SERVICES PROVIDED OR OTHERWISE, EVEN IF PERKINELMER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, PERKINELMER'S LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SERVICES PROVIDED OR OTHERWISE SHALL NOT EXCEED, AND BUYER'S EXCLUSIVE REMEDY IN ANY EVENT SHALL BE LIMITED TO, THE AMOUNT ACTUALLY PAID BY BUYER FOR THE UNDERLYING SERVICE PLAN.**
- 6. EXCLUSIONS:** Service Plans do not include software or firmware upgrades, except where specifically included in PerkinElmer's quotation, and do not include replacement of parts, costs or repairs for defects or damages arising from or in connection with (a) abuse, misuse, mishandling, improper or inadequate maintenance, or failure to operate equipment in accordance with applicable specifications or instructions; (b) causes beyond PerkinElmer's reasonable control, including, without limitation, acts of God, power surges or failure, failure or interruption in communication lines, or corrosive Buyer samples; (c) installation of software or interfacing, or use in combination with software or products, not supplied or authorized by PerkinElmer; or (d) electrical work, transportation, modification, relocation, deinstallation, reinstallation, repair or service, performed by Buyer or by persons other than PerkinElmer authorized personnel. Further, parts in contact with any liquid, including but not limited to, seals, filters, gaskets, valves, syringes, tubing, tips, etc., are considered wetted and shall be deemed user replaceable and not covered by any Service Plan, unless otherwise stated in PerkinElmer's quotation.
- 7. CONSUMABLES:** The cost of consumables supplied by PerkinElmer in performing the Services are the responsibility of Buyer unless otherwise stated in PerkinElmer's quotation. Consumables include PerkinElmer's usual and customary parts, supplies and other items which are expendable by their nature or intended use, and those which are listed in the applicable instrument user's manual.
- 8. INSTRUMENT RECERTIFICATION:** PerkinElmer may require instrument recertification on a time and materials basis as a condition to performing Services if an instrument has not been under warranty or a service plan immediately prior to the time of Services.
- 9. TRAINING; INSTRUMENT RELOCATION:** Service Plans do not include Buyer training or services related to the relocation of instruments unless otherwise specifically stated in writing by PerkinElmer in any particular case.
- 10. ASSIGNMENT; GOVERNING LAW:** Neither this Agreement nor any Service Plan is assignable or otherwise transferable by Buyer. These Service Agreement Terms and Conditions and any underlying Service Plans shall be governed by the laws of the Commonwealth of Massachusetts, exclusive of its conflicts of laws rules, and all disputes shall be subject to the exclusive jurisdiction of the courts therein.
- 11. AMENDMENT; ENTIRE AGREEMENT:** No amendment or modification of these terms shall be binding unless in writing and signed by an authorized representative of both PerkinElmer and Buyer. These Service Agreement Terms and Conditions, together with PerkinElmer's quotation regarding the Service Plan(s) or other services subject to these terms and conditions, and PerkinElmer's description of the Services provided under the Service Plan purchased by Buyer, represents the entire agreement between the parties with respect to the subject matter herein.

EXHIBIT D



**ONESOURCE LABORATORY
SERVICES**

PerkinElmer®
For the Better

PerkinElmer Health Sciences, Inc.
710 Bridgeport Avenue
SHELTON CT 06484-4794
USA

TEL: (800) 762-4000 FAX: (203) 944-4983

Quotation Number
40562254

Quotation Date
10/22/2015

Your Prior Agreement
35388499

Quote Expiration Date
02/11/2016

Customer Contact

Your Prior PO Number
171288

Telephone Number
940-349-8615

Fax Number

QUOTATION - COMPREHENSIVE SERVICE PLAN 3 YR

Site Address:

SCHWALM, FRITZ
CITY OF DENTON
1100 MAYHILL RD
DENTON TX 76208
USA

Invoicing Address (if different)

CITY OF DENTON
ACCOUNTS PAYABLE
215 E MCKINNEY ST
DENTON TX 76201-4299
USA

Site Number
100021902

Customer Number
4007095

Payment Terms
Net 30 days

Coverage Period
02/02/2016 to 01/31/2019

Billing Plan
Yearly

Page Number
5 of 6

Billing Plan

Planned Invoice date(s)	Invoice Amount(\$)
02/02/2016	28,478.38
02/02/2017	29,332.73
02/02/2018	30,126.19
Total billed	87,937.30

Customers can also elect to pay either monthly, quarterly, or semi-annually over the entire coverage period, however an administrative surcharge will be applied to each invoice.

<u>Billing Plan</u>	<u>Invoice frequency</u>	<u>Total invoiced amount</u>
Single contract invoice		87,937.30



PerkinElmer Contact information

Quoted by: EDWARD EBBERT
Telephone: 615-208-1790
Fax Number: 203-944-4983
Email:
Zone: Zone 1
Region: W Texas/Gulf Svcx
Location: USTX03

EXHIBIT D


**ONESOURCE LABORATORY
SERVICES**
Quotation Number
40562254

Quotation Date
10/22/2015

Your Prior Agreement
35388499

Quote Expiration Date
02/11/2016

Customer Contact
Your Prior PO Number
171288

Telephone Number
940-349-8615

Fax Number

QUOTATION - COMPREHENSIVE SERVICE PLAN 3 YR

Site Address:

 SCHWALM, FRITZ
CITY OF DENTON
1100 MAYHILL RD
DENTON TX 76208
USA

Invoicing Address (if different)

 CITY OF DENTON
ACCOUNTS PAYABLE
215 E MCKINNEY ST
DENTON TX 76201-4299
USA

Site Number
100021902

Customer Number
4007095

Payment Terms

Net 30 days

Coverage Period

02/02/2016 to 01/31/2019

Billing Plan

Yearly

Page Number

6 of 6

Additional Notes:

1. This quotation is subject to the terms and conditions attached and is valid until the expiration date shown above.
2. Customer is responsible for applicable taxes, including sale, use and/or excise tax unless otherwise noted above.
3. If Preventative Maintenance is covered under your agreement, please indicate any special date requirements below.

PM#1 _____ PM#2 _____

If any information presented on the document is incorrect e.g Billing address, serial numbers, please indicate the required changes below:

PLEASE SIGN THIS MAINTENANCE AGREEMENT QUOTATION AND RETURN ORIGINAL COPY ALONG WITH YOUR PURCHASE ORDER TO:
By Mail:

 PerkinElmer Health Sciences, Inc.
710 Bridgeport Avenue
Mail Stop 75
Shelton, CT 06484-4794

By Fax: 203-944-4983

OR
By E-mail:
YOUR SIGNATURE BELOW CONFIRMS THAT YOU HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS AND THAT THE INFORMATION INCLUDED THEREIN IS CORRECT TO THE BEST OF YOUR KNOWLEDGE.
IN ORDER TO AVOID A LAPSE IN SERVICE COVERAGE, PLEASE FORWARD A PURCHASE ORDER PRIOR TO THE EFFECTIVE START DATE OF THE CONTRACT.
Accepted By:

 _____ Date
Signature of Authorized Individual

 _____ Date
Print Name and Title

 _____ Date
Customer Purchase Order Number

 _____ Date
PerkinElmer Representative

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. N/A

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

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

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

N/A

Name of Officer

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

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

Yes

No

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

Yes

No

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

Yes

No

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

This form does not apply.

4 I have no Conflict of Interest to disclose.

5 DocuSigned by:
Marylynne Hartl

1/27/2016

Signature of vendor doing business with the governmental entity

Date

Certificate Of Completion

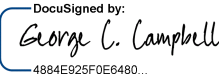
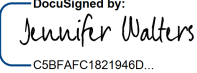
Envelope Id: 8B590A1255C04D2B87E8266E05B34A47	Status: Completed
Subject: Please DocuSign: 6047 Contract Documents Perkin Elmer	
Source Envelope:	
Document Pages: 32	Signatures: 5
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Rebecca Hunter
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	rebecca.hunter@cityofdenton.com
	IP Address: 129.120.6.150

Record Tracking

Status: Original	Holder: Rebecca Hunter	Location: DocuSign
1/15/2016 2:09:13 PM	rebecca.hunter@cityofdenton.com	

Signer Events

Signer Events	Signature	Timestamp
<p>Rebecca Hunter rebecca.hunter@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered ID:</p>	<p>Completed</p> <p>Using IP Address: 129.120.6.150</p>	<p>Sent: 1/26/2016 3:25:23 PM Viewed: 1/26/2016 3:25:37 PM Signed: 1/26/2016 3:26:38 PM</p>
<p>MaryLynne Hartl marylynne.hartl@perkinelmer.com Contract Admin Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Accepted: 1/27/2016 9:11:41 AM ID: b6dbc9b4-e08e-466e-ab4d-52e8f66268e3</p>	<p>DocuSigned by: <i>MaryLynne Hartl</i> 4DFC5A7FB8FD43D...</p> <p>Using IP Address: 165.88.255.133</p>	<p>Sent: 1/26/2016 3:26:41 PM Viewed: 1/27/2016 5:46:27 AM Signed: 1/27/2016 9:13:33 AM</p>
<p>John Knight john.knight@cityofdenton.com Deputy City Attorney City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered ID:</p>	<p>DocuSigned by: <i>John Knight</i> C821996C2A2B439...</p> <p>Using IP Address: 129.120.6.150</p>	<p>Sent: 1/27/2016 9:13:38 AM Viewed: 1/27/2016 9:14:02 AM Signed: 1/27/2016 9:14:18 AM</p>
<p>Julia Klinck julia.klinck@cityofdenton.com Contracts Administration Supervisor City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered ID:</p>	<p>Completed</p> <p>Using IP Address: 129.120.6.150</p>	<p>Sent: 1/27/2016 9:14:21 AM Viewed: 1/27/2016 9:44:00 AM Signed: 2/3/2016 9:54:06 AM</p>

Signer Events	Signature	Timestamp
<p>George C. Campbell george.campbell@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered ID:</p>	<p>DocuSigned by:  4884E925F0E6480...</p> <p>Using IP Address: 129.120.6.150</p>	<p>Sent: 2/3/2016 9:54:11 AM Viewed: 2/5/2016 8:08:01 AM Signed: 2/5/2016 9:37:27 AM</p>
<p>Jennifer Walters jennifer.walters@cityofdenton.com City Secretary City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered ID:</p>	<p>DocuSigned by:  C5BF AFC1821946D...</p> <p>Using IP Address: 129.120.6.150</p>	<p>Sent: 2/5/2016 9:37:30 AM Viewed: 2/5/2016 11:08:12 AM Signed: 2/5/2016 11:08:55 AM</p>
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Julia Klinck julia.klinck@cityofdenton.com Contracts Administration Supervisor City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered ID:</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 1/27/2016 9:13:36 AM</p>
<p>Sherri Thurman sherri.thurman@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered ID:</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 1/27/2016 9:13:36 AM Viewed: 1/27/2016 9:18:09 AM</p>
<p>Robin Fox Robin.fox@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Accepted: 10/9/2015 11:39:51 AM ID: 04463961-03db-4c4d-9228-d660d6146ed6</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 2/3/2016 9:54:09 AM</p>

Carbon Copy Events**Status****Timestamp**

Jennifer Bridges
 jennifer.bridges@cityofdenton.com
 Procurement Assistant
 City of Denton
 Security Level: Email, Account Authentication
 (Optional)
 Electronic Record and Signature Disclosure:
 Not Offered
 ID:

COPIED

Sent: 2/5/2016 11:09:10 AM
 Viewed: 2/5/2016 12:07:07 PM

Fritz Schwalm
 fritz.schwalm@cityofdenton.com
 Security Level: Email, Account Authentication
 (Optional)
 Electronic Record and Signature Disclosure:
 Not Offered
 ID:

COPIED

Sent: 2/5/2016 11:09:14 AM
 Viewed: 2/5/2016 11:43:34 AM

Jane Richardson
 jane.richardson@cityofdenton.com
 Security Level: Email, Account Authentication
 (Optional)
 Electronic Record and Signature Disclosure:
 Not Offered
 ID:

COPIED

Sent: 2/5/2016 11:09:17 AM

Alex Halters
 alex.halters@perkinelmer.com
 Security Level: Email, Account Authentication
 (Optional)
 Electronic Record and Signature Disclosure:
 Not Offered
 ID:

COPIED

Sent: 2/5/2016 11:09:30 AM

Notary Events**Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	2/5/2016 11:09:30 AM
Certified Delivered	Security Checked	2/5/2016 11:09:30 AM
Signing Complete	Security Checked	2/5/2016 11:09:30 AM
Completed	Security Checked	2/5/2016 11:09:30 AM

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: kevin.gunn@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 kevin.gunn@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 kevin.gunn@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 kevin.gunn@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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

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