

DocuSign City Council Transmittal Coversheet

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|--------------------------|------------------------------------|
| RFP | 6056 |
| File Name | Substation Protective Relay Panels |
| Purchasing Contact | Karen Smith |
| City Council Target Date | 5/3/16 |
| Granicus # | |
| Ordinance # | |

**CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND SCHWEITZER ENGINEERING LABS
(FILE 6056)**

May 3, 2016

THIS CONTRACT is made and entered into this date _____, by and between Schweitzer Engineering Laboratories, Inc. a corporation, whose address is 2350 NE Hopkins Court, Pullman, WA 99163, hereinafter referred to as "Supplier," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

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

SCOPE OF SERVICES

Supplier shall provide products in accordance with the City's RFP # 6056- Supply of Protective Relay Panels in response thereto, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit "C"**. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Special Terms and Conditions (**Exhibit "A"**),
- (b) City of Denton Standard Terms and Conditions (**Exhibit "B"**),
- (c) City of Denton's RFP 6056 (**Exhibit "C", on file at the office of the Purchasing Agent**)
- (d) Certificate of Interested Parties Electronic Filing (**Exhibit "D"**),
- (e) Supplier's Proposal. (**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.

SUPPLIER Schweitzer Engineering Laboratorie

BY: DocuSigned by:
Elena Shaffer
31CC3B507E93472
AUTHORIZED SIGNATURE

Date: 4/14/2016

Name: Elena Shaffer for Erik Newman

Title: Contract Administrator

for Director of Business Operations

PHONE NUMBER

509-332-1890

elena_shaffer@selinc.com

FAX NUMBER

509-334-4946

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: DocuSigned by:
George C. Campbell
4684E2257056189
GEORGE C. CAMPBELL
CITY MANAGER

Date: 5/4/2016

BY: DocuSigned by:
Jennifer Walters
C5BF AFC1821946D...

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

BY: DocuSigned by:
John Knight
C821996C2A2B439...

Exhibit A

Special Terms and Conditions

Total Contract Amount

The contact total for services shall not exceed \$860,000. Pricing shall be per Exhibit E attached.

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

Contract Terms

The contract term will be one (1) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional two (2) one-year periods.

The contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council, unless either party notifies the other prior to the scheduled renewal date. At the sole option of the City of Denton, the contract may be further extended as needed, not to exceed a total of six (6) months.

Delivery

Product or services shall be delivered to the City per the days/weeks noted in Exhibit E after receipt of the order.

Price Escalation and De-escalation

Prices must be firm for a period of one year from date of contract award. Any request for price adjustment must be based on the, U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) for other electrical equipment manufacturing (PCU33593359). The price will be increased or decreased based upon the annual percentage change in the PPI. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. Should the PPI change exceed a minimum threshold value of +/-1%, then the stated eligible bid prices shall be adjusted in accordance with the PPI change not to exceed the 8% limit per year. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Supply must also provide supporting documentation as justification for the request.

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

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

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

Product Changes during Contract Term

The supplier shall not change specifications during the contract term without prior approval. Any deviation in the specifications or change in the product must be approved in advance by the City of Denton. Notice of a change shall be submitted in writing to dentonpurchasing@cityofdenton.com, with the above file number in the subject line, for review. Products found to have changed specifications without notification, and acceptance, will be returned at the supplier's expense. Products that have been installed will be replaced at the supplier's expense.

Rights to Data, Documents and Computer Software (Government Entity Ownerships)

Exhibit C (Original RFP Exhibit 2, Section 12), shall be revised to read:

Any software, research, reports studies, data, photographs, negatives or other documents, drawings or materials (collectively "Work Product") prepared by contractor in the performance of its obligations under this contract shall not be deemed "works made for hire" for the City of Denton. All such materials shall be delivered to the City by the contractor upon completion, or, to the extent completed upon termination, or cancellation of this contract. Contractor may, at its own expense, keep copies of all documents and information (City Materials) provided by the City to Contractor for Contractor's internal business files. To the extent that any such Work Product prepared by Contractor while performing the project is integrated into the project, Contractor hereby grants a perpetual, worldwide, non-exclusive, non-transferable, personal, revocable, limited license to use, copy and modify such Work Product for City's internal business purposes only. Contractor's Work Product and/or designs for other projects shall not be used for any purpose except the applicable project without first obtaining Contractor's written consent. City agrees to indemnify, defend and hold harmless Contractor and all related parties from and against any unauthorized use or reuse of Work Product furnished by Contractor. Contractor shall not use, willingly allow, or cause to have such City Materials used for any purpose other than the performance of contractor's obligations under this contract without the prior written consent of the City.

Performance Liquidated Damages

Exhibit C (Original RFP Exhibit 2, Section 18), shall be revised to read:

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

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

The Contractor shall be assessed a one half of one (.5%) percent fee each week or a pro-rated part thereof when any one of the performance standards outlined above are not met in full. In no event will the total fees and or penalties assessed for late delivery exceed five percent (5%) of the total contract price. At the end of each month, the City will review the monthly reports

and determine the percentage of penalty to be assessed.

Shipping Delivery and Packaging

Section 1, Item 22 – Delivery Delays shall be revised to read:

Delivery Delays: If delay is foreseen, Contractor shall give written notice to the City and must keep the City advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the City to impose the following for the specific fault: i) For unaccepted delay in promised delivery City shall impose the liquidated damages fees indicated in Section 18 of the RFP; ii) for failure to meet specifications the City shall provide Contractor written notice to submit a plan to correct any such failures within ten (10) days of receipt of City's notice. Should Contractor fail to submit a plan and/or not succeed in correcting the failures. The City may purchase goods and services of this RFP elsewhere and charge Contractor for costs associated to such purchase as agreed upon between Contractor and City. In no event shall the costs for such purchase exceed the amount of this Contract. Failure to pay a damage assessment is cause for Contract cancellation and/or removal of the Respondent from the City's authorized list of suppliers.

Exhibit B
City of Denton
Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's solicitation are applicable to Contracts/Purchase Orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller herein after referred to as the Bidder, Contractor or Supplier. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Supplier. No Terms and Conditions contained in the Sellers Proposal response, Invoice or Statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the Contract/Purchase Order these written provisions will take precedence.

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. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

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

2. **EFFECTIVE DATE/TERM.** Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES:** The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED:** The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. **TITLE & RISK OF LOSS:** Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth the purchase order.

7. **RIGHT OF INSPECTION AND REJECTION:** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. PLACE AND CONDITION OF WORK: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Denton contract or on the City's property .

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

Immigration: The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA) enacted on September 30, 1996.

11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS: The Contractor, it's Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

Environmental Protection: The Respondent shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq.*).

12. INVOICES:

A. The Contractor shall submit separate invoices 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.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

13. PAYMENT:

A. All proper invoices need to be sent to Accounts Payable. Approved invoices will be paid within thirty (30) calendar days of the City's receipt of the deliverables or 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;
- ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
- iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
- vi. failure of the Contractor to submit proper invoices with purchase order number, with all required attachments and supporting documentation; or
- vii. failure of the Contractor to comply with any material provision of the Contract Documents.

Any such amounts withheld shall be limited to the Purchase Order that is not in compliance, and shall be paid within thirty (30) days of correction and acceptance by the City of the non-complying Purchase Order.

E. Notice is hereby given that any awarded firm who is in arrears to the City of Denton 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 awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

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

15. FINAL PAYMENT AND CLOSE-OUT:

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the 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 failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

A. The City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract period and five 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. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. 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.

The City shall have the right to audit and copy only those records of Contractor relating to time and expenses or non-fixed price projects.

18. SUBCONTRACTORS:

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.

19. 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 firm or with any competitor.

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

20. WARRANTY – TITLE: The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

21. WARRANTY – DELIVERABLES: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned.

A. Recycled deliverables shall be clearly identified as such.

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

C. Contractor warrants that products are free from defects in material and workmanship for ten (10) years after shipment for all Contractor products, including Contractor-manufactured control enclosure structures and panels. This warranty is conditioned upon proper storage, installation, connection, operation and maintenance of products, prompt written notice to Contractor of any defects and, if required, prompt availability of products to Contractor for correction. This warranty shall be void in its entirety if the City fails to implement required product upgrades, modifies products without prior written consent to and subsequent approval of any such modifications by Contractor or uses products for any applications that require product listing or qualification not specifically included in the Contractor written quotation or proposal. If any product fails to conform to this warranty, the City properly notifies Contractor of such failure and the City returns the product to Contractor factory for diagnosis (and pays all expenses for such return), Contractor shall correct any such failure by, at its sole discretion, either repairing any defective or damaged product part(s) or making available, freight prepaid, by Contractor (Carriage Paid To (CPT) customer's place of business) any necessary replacement part(s) or product(s). Any product repair or upgrade shall be covered by this warranty for the longer of one (1) year from date of repair or the remainder of the original warranty period.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. WARRANTY – SERVICES: The Contractor warrants and represents that all services to be provided the City

under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

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

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

D. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR'S WARRANTIES FOR DELIVERABLES AND SERVICES SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE), EXCEPT TITLE AND PATENT INFRINGEMENT. Contractor shall, whenever possible, pass the original manufacturer warranty to Buyer for non-Contractor products. Contractor does not warrant non- Contractor products, including non- Contractor control enclosure structures, and non- Contractor products within Contractor panels, control enclosure structures and systems, and products or prototypes provided by Contractor for testing, marketing, or loan purposes.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

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

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

26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 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.

27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses

and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and 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.

28. TERMINATION WITHOUT CAUSE: The City 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, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. 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.

30. DELAYS:

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

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY: A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties), ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard. B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM. In no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall Contractor be liable for any special, consequential, incidental, or liquidated damages, including without limitation any loss of profit or revenues, loss of use of products or associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, downtime costs or claims of the City's customers for such damages.

Notwithstanding any term in this Contract, Contractor's liability to City of Denton or its insurers for any loss or damage regarding this Contract shall be limited as follows: i) for those claims covered by Contractor's insurance where City of Denton has been named as an additional insured upon the applicable insurance policy, Contractor's liability shall be limited to the amount of the applicable insurance policy; ii) for all other claims except those arising as a result of Contractor's violation of applicable law or patent infringement, Contractor's liability shall in no event exceed \$1,000,000, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

32. **INSURANCE:** The following insurance requirements are applicable, in addition to the specific insurance requirements detailed in **Attachment A**. The successful firm shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton.

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated and agreed to, as submitted to the City and approved by the City within the procurement process, 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. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. 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 shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. 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 the Texas Workers' Compensation Insurance Fund.
- vi. In the event that the Contractor performs services on-site, 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.
- x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- xi. 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.
- xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- xiii. 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 within the solicitation and 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.

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

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

35. **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.

36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.

37. **CONFIDENTIALITY:** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this 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.

38. OWNERSHIP AND USE OF DELIVERABLES:

Contractor retains all its intellectual property rights. All documents, designs, drawings, plans, specifications and other work product (collectively "Work Product") prepared by Contractor in performing services for the City shall not be deemed "works made for hire" for the City. To the extent that any such Work Product is prepared by Contractor while performing the Project, Contractor hereby grants the City a perpetual, worldwide, non-exclusive, non-transferable, personal, revocable, limited license to use, copy and modify such Work Product for internal business purposes only

39. PUBLICATIONS: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

40. 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.

41. 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.

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

43. 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 C**).

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

45. 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 Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.

46. 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.

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

48. **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.

49. **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.

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

51. **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.

52. **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 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or his authorized designee.

53. 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.

54. NON-SUSPENSION OR DEBARMENT CERTIFICATION:

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

55. 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 RFQ.

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.

56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)

The following federally funded requirements are applicable, in addition to the specific federally funded requirements.

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

57. RIGHT TO INFORMATION: The City of Denton reserves the right to use any and all information presented in any response to this solicitation, whether amended or not, except as prohibited by law. Selection or rejection of the submittal does not affect this right.

58. 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.

59. 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>

60. COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS: The contractor or supplier shall comply with all 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.

61. 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 of Denton 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 of Denton and shall pay all costs, penalties, or losses resulting from Respondent's omission or breach of this Section.

62. 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.

63. RESPONDENT LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY: The Respondent shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Respondent shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

64. FORCE MAJEURE: The City of Denton, any Customer, and the Respondent shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Respondent will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Respondent continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Respondent shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in

writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

65. **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.

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

67. **RECORDS RETENTION:** The Respondent shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Respondent shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Respondent shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Exhibit D
Certificate of Interested Parties Electronic Filing

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

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

The contractor shall:

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

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

RFP 6056

RFP For Supply of Electric Substation Protective Relay Panels

Schweitzer Engineering Laboratories

2401 Whitehall park Drive, Suite 950

Charlotte, NC 28273-3590, USA

Nathan Adams

Phone: 704-587-3603

Fax: 704-504-5969

www.selinc.com

nathan_adams@selinc.com

RFP 6056 Pricing Sheet for Supply of Electric Substation Protective Relay Panels

Proposer's Name: **Nathan Adams**Principal Place of Business: **Pullman, WA**

The respondent shall complete the following section, which directly corresponds to requirements in the Technical Specification. The contractor shall not make changes to this format.

SECTION I - Unit Pricing - PRICING SHALL BE QUOTED TO INCLUDE ALL COSTS, WITH SHIPPING FOB DESTINATION.

Pricing Note: The owner will supply SEL protective relays and other SEL devices.

| ITEM # | UOM | Drawing Number Series/Part Number | Description | Estimated 3 YR Quantity ¹ | Unit Price | Delivery (Weeks ARO) |
|---|-----|-----------------------------------|--|--------------------------------------|-------------|----------------------|
| <i>Costs for Fully Assembled Standard Relay Panels (with wiring verification)</i> | | | | | | |
| 1 | EA | LINE PANEL | 411L / 311L Line Relay and Breaker Control Panel | 22 | \$9,945.00 | 12 |
| 2 | EA | BREAKER PANEL | 351S Breaker Control Panel | 26 | \$6,230.00 | 12 |
| 3 | EA | BUS-BREAKER | Bus & Breaker Control Panel | 4 | \$11,080.00 | 12 |
| 4 | EA | BUS PANEL | Bus Differential Panel | 8 | \$10,205.00 | 12 |
| 5 | EA | XFMR METER TIM | TIM Transformer Meter Panel | 14 | \$5,100.00 | 12 |
| 6 | EA | XFMR T1S | T1S Transformer/Bus Differential Panel | 14 | \$9,490.00 | 12 |
| 7 | EA | HMI | HMI Panel | 7 | \$4,675.00 | 12 |
| 8 | EA | XFMR-BKR | Transformer Differential and Breaker Control Panel | 4 | \$11,115.00 | 12 |
| Subtotal for all Fully Assembled Standard Relay Panels: | | | | | | |
| <i>Costs for Addition or Removal of SEL Protective Relays and Incon LTC Position Indicators Provided by DME (including panel blank and wiring)</i> | | | | | | |
| 9 | EA | 0311L13DD4254X2XX | SEL 311L Line Current Differential Relay | 2 | \$390.00 | |
| 10 | EA | 0351S6X3D4E5421 | SEL 351S Overcurrent and Control Relay | 2 | \$640.00 | |
| 11 | EA | 0387604X53XX4XX | SEL387-6 Transformer Differential Relay | 2 | \$390.00 | |
| 12 | EA | 0411L0X6X5XXDDX357424XX | SEL 411L Line Current Differential Relay | 2 | \$640.00 | |
| 13 | EA | 0487B1X6X52XXXXE37EPXXX | SEL487B Bus Differential Relay | 2 | \$640.00 | |
| 14 | EA | 0551C0BX533X | SEL 551C Overcurrent Relay | 2 | \$300.00 | |
| 15 | EA | 0587Z0X325312XX | SEL 587Z Bus Differential Relay | 2 | \$300.00 | |
| 16 | EA | 0734P09V1D1216E5X7D3A | SEL 734 Meter | 8 | \$345.00 | |
| 17 | EA | 751A51ACA0X0X850000 | SEL 751A Overcurrent Relay | 2 | \$345.00 | |
| 18 | EA | 203233X40XG0XX | SEL 2032 Communication Processor | 1 | \$200.00 | |
| 19 | EA | 2100XX4443 | SEL 2100 Logic Processor | 8 | \$370.00 | |
| 20 | EA | 240700013 | SEL 2407 Satellite-Synchronized Clock | 4 | \$140.00 | |
| 21 | EA | 241101AA0BA1A0X0000 | SEL 2411 Programmable Automation Controller | 7 | \$540.00 | |
| 22 | EA | 241421ABACACA850000 | SEL 2414 Transformer Monitor | 2 | \$540.00 | |
| 23 | EA | 24402311A1A11630 | SEL 2440 Discrete Programmable Automation Controller | 2 | \$640.00 | |

RFP 6056 Pricing Sheet for Supply of Electric Substation Protective Relay Panels

Proposer's Name: **Nathan Adams**Principal Place of Business: **Pullman, WA**

The respondent shall complete the following section, which directly corresponds to requirements in the Technical Specification. The contractor shall not make changes to this format.

SECTION I - Unit Pricing - PRICING SHALL BE QUOTED TO INCLUDE ALL COSTS, WITH SHIPPING FOB DESTINATION.

Pricing Note: The owner will supply SEL protective relays and other SEL devices.

| ITEM # | UOM | Drawing Number Series/Part Number | Description | Estimated 3 YR Quantity ¹ | Unit Price | Delivery (Weeks ARO) |
|---|-----|-----------------------------------|--|--------------------------------------|------------|----------------------|
| 24 | EA | 2488PRAX1381AX2XX | SEL 2488 Satellite Synchronized Network Clock | 2 | \$135.00 | |
| 25 | EA | 2505434XX | SEL 2505 Remote I/O Module | 2 | \$135.00 | |
| 26 | EA | 2725S23XX | SEL 2725 Port Switch | 4 | \$135.00 | |
| 27 | EA | 2730U0ARAX1111AAAAX0 | SEL 2730 Ethernet Switch | 8 | \$135.00 | |
| 28 | EA | 335=BGN9 | SEL 3355 Automation Computing Platform | 2 | \$345.00 | |
| 29 | EA | 35303A0D1211X0 | SEL 3530 Real-Time Automation Controller with HMI Run-Time License & I/O board | 2 | \$370.00 | |
| 30 | EA | 35303A0XX211X0 | SEL 3530 Real-Time Automation Controller | 4 | \$220.00 | |
| 31 | EA | 3610X3A0XXX0 | SEL 3610 Serial Port Server | 4 | \$135.00 | |
| 32 | EA | 3620X3A0XXX0 | SEL 3620 Ethernet Security Gateway | 4 | \$135.00 | |
| 33 | EA | 951031B2 | Control Switch Module with pushbutton guards | 2 | \$210.00 | |
| 34 | EA | 91610028 | 19" LCD Touch Screen Monitor | 2 | \$135.00 | |
| 35 | EA | 91610050-L | Keyboard Rack with mouse and locking tray | 2 | \$125.00 | |
| 36 | EA | 1250-LTC-1-I-S-120 | Incon Load Tap Changer Position Indicator | 2 | \$300.00 | |
| | | | Subtotal for installation/removal of additional SEL and Incon devices: | | | |
| <i>Cost for Installation of Miscellaneous Items (including unit cost and wiring all in accordance with DME drawings)</i> | | | | | | |
| 37 | EA | 129A514G01A | ABB Type FT Test Switch, 10-Pole Arrangement | 4 | \$410.00 | |
| 38 | EA | FMS-10E | States Type FMS Test Switch, 10-Pole Arrangement | 4 | \$365.00 | |
| 39 | EA | FMS-10A | States Type FMS Test Switch, 10-Pole Arrangement | 4 | \$360.00 | |
| 40 | EA | FMS-10B | States Type FMS Test Switch, 10-Pole Arrangement | 1 | \$365.00 | |
| 41 | EA | FMS-10AB | States Type FMS Test Switch, 10-Pole Arrangement | 2 | \$365.00 | |
| 42 | EA | P/N 330FP | States Type FMS-19, without plate, FMS-10E in positions 1 & 2, FMS-10A in position 3, single black cover | 4 | \$755.00 | |
| 43 | EA | P/N 330S | States Type FMS-19, without plate, FMS-10A in all three positions, single black cover | 2 | \$750.00 | |
| 44 | EA | P/N 330DC | States Type FMS-19, without plate, FMS-10E in all three positions, single black cover | 2 | \$760.00 | |

RFP 6056 Pricing Sheet for Supply of Electric Substation Protective Relay Panels

Proposer's Name: **Nathan Adams**Principal Place of Business: **Pullman, WA**

The respondent shall complete the following section, which directly corresponds to requirements in the Technical Specification. The contractor shall not make changes to this format.

SECTION I - Unit Pricing - PRICING SHALL BE QUOTED TO INCLUDE ALL COSTS, WITH SHIPPING FOB DESTINATION.

Pricing Note: The owner will supply SEL protective relays and other SEL devices.

| ITEM # | UOM | Drawing Number Series/Part Number | Description | | Estimated 3 YR Quantity ¹ | Unit Price | Delivery (Weeks ARO) |
|--|-----|-----------------------------------|---------------|--|---|------------|-------------------------|
| 45 | EA | P/N 330Z6 | States | Type FMS-19, without plate, FMS-10E in positions 1 & 2, FMS-10AB in position 3, single black cover | 1 | \$765.00 | |
| 46 | EA | P/N 330(10B/10B/10E) | States | Type FMS-19, without plate, FMS-10B in positions 1 & 2, FMS-10E in position 3, single black cover | 1 | \$765.00 | |
| 47 | EA | 800T-QSTH13 G | Allen Bradley | Green Indicating Light, LED, 125 VDC, push to test. | 6 | \$165.00 | |
| 48 | EA | 800T-QSTH13 R | Allen Bradley | Red Indicating Light, LED, 125 VDC, push to test. | 12 | \$165.00 | |
| 49 | EA | 800T-QSTH13 A | Allen Bradley | Amber Indicating Light, LED, 125 VDC, push to test. | 4 | \$175.00 | |
| 50 | EA | 800T-QSTH13 W | Allen Bradley | White Indicating Light, LED, 125 VDC, push to test. | 4 | \$175.00 | |
| 51 | EA | 7810D | Electroswitch | Series 24 Lockout Relay, manual reset, 10 stage, 125V DC control voltage | 4 | \$1,050.00 | |
| 52 | EA | 24203B | Electroswitch | Series 24 control switch, detent action, oval handle, 3 stage, 2 position, 1-ENABLED, 2-DISABLED | 4 | \$385.00 | |
| 53 | EA | USCC3 | Gould | Fuse Block, 3-pole, 30 Amp, screw terminal type, clip with reinforced spring | 12 | \$120.00 | |
| 54 | EA | USCC2 | Gould | Fuse Block, 2-pole, 30 Amp, screw terminal type, clip with reinforced spring | 10 | \$110.00 | |
| 55 | EA | USCC1 | Gould | Fuse Block, 1-pole, 30 Amp, screw terminal type, clip with reinforced spring | 4 | \$105.00 | |
| 56 | EA | ATMR15 | Gould | Type NON fuses, 15 Amp | 20 | \$95.00 | |
| 57 | EA | ATMR6 | Gould | Type NON fuses, 6 Amp | 40 | \$90.00 | |
| 58 | EA | EB27B06S | GE | Molded CT Shorting Terminal Block, one piece, phenolic, 6 circuits, shorting brass screws w/ strap | 10 | \$95.00 | |
| 59 | EA | 30TB12PM | Concentric | Panel Mount Molded Terminal Block, one piece, phenolic, 12 circuits, 30 ampere, | 30 | \$105.00 | |
| 60 | EA | ENSP1F5 | Woodhead/Brad | Dual pass-through Ethernet receptacle. | 2 | \$105.00 | |
| 61 | EA | N/A | N/A | 2' fluorescent light fixture mounted at the top of a relay panel with switch | 20 | \$150.00 | |
| Subtotal for all Miscellaneous Items: | | | | | | | |

RFP 6056 Pricing Sheet for Supply of Electric Substation Protective Relay Panels

Proposer's Name: **Nathan Adams**

Principal Place of Business: **Pullman, WA**

The respondent shall complete the following section, which directly corresponds to requirements in the Technical Specification. The contractor shall not make changes to this format.

SECTION I - Unit Pricing - PRICING SHALL BE QUOTED TO INCLUDE ALL COSTS, WITH SHIPPING FOB DESTINATION.

Pricing Note: The owner will supply SEL protective relays and other SEL devices.

| ITEM # | UOM | Drawing Number Series/Part Number | Description | Estimated 3 YR Quantity ¹ | Unit Price | Delivery (Weeks ARO) |
|---|-----|-----------------------------------|-------------|--------------------------------------|------------|----------------------|
| Estimated Total for all Relay Panels and Accessories - TOTAL | | | | | | |

¹ Quantities are shown for evaluation purposes only and may vary by project. The quantities shown are believed to represent a reasonable average of all projects over the three year contact term.

SECTION II - Qualifications

| | |
|---|--|
| Fabricator Name | Schweitzer Engineering Laboratories, Inc |
| Location of Fabricating Facility? City and State | San Luis Potosi, SLP Mexico |
| If the fabricator is foreign, state the name and location of the facility in the US that will be used in the event that repairs or corrections are necessary: | SEL - Charlotte, NC |
| Relay Panel fabrication experience: _____ years | 11 |
| Shipping performance for the past 18 months: | |
| a. Number of similar relay panel projects shipped in the last 18 months: | 400 |
| b. Percentage of shipments that did not ship on time: | 10 |
| c. Average delay for shipments that did not ship on time: | 5 |

RFP for Supply of Electric Substation Protective Relay Panels

SOLICITATION CHECKLIST

| Check when Completed | Task to be Completed by Respondent |
|----------------------|---|
| ✓ | Exhibit 1 – Pricing sheet |
| ✓ | Review Exhibit 2 – General Provisions and Terms and Conditions |
| ✓ | Review Exhibit 3 – Scope of Work/Technical Specifications |
| ✓ | Review Exhibit 4 – Technical Drawings and Plans (if applicable) |
| | Submission of Exhibit 5 – FTP Site Form (if applicable) |
| | Review Exhibit 6 – Federal Grant Requirements (if applicable) |
| ✓ | Cover sheet |
| ✓ | Solicitation number |
| ✓ | Solicitation name |
| ✓ | Firm name |
| ✓ | Firm address |
| ✓ | Contact name |
| ✓ | Contact phone |
| ✓ | Contact fax |
| ✓ | Website address |
| ✓ | Contact email address |
| ✓ | Solicitation Checklist |
| ✓ | Attachment A- Business Overview Questionnaire |
| ✓ | Document how firm meets minimum qualifications (Section 3) |
| ✓ | Detail to support evaluation criteria |
| ✓ | Attachment B – Exception Form |
| | Attachment C – Safety Record Questionnaire (if applicable) |
| ✓ | Attachment D – Reference Form |
| ✓ | Attachment E – Conflict of Interest Questionnaire Form – with signature |
| ✓ | Attachment F - Acknowledgment |
| ✓ | Acknowledgment of Addenda |
| ✓ | Submission signed by authorized officer, in the order specified below |
| | Hard Copy Submission: If submitting a hard copy, the City requires one (1) original and three (3) copies, with the pricing sheet submitted electronically in excel or emailed in excel to Ebids@cityofdenton.com with the Solicitation # and name in the subject line. |
| ✓ | Electronic Submission: If submitting an electronic proposal only, email to Ebids@cityofdenton.com with the Solicitation # and name in the subject line. The pricing sheet (Exhibit 1) must be in excel format. |

| Order for Submission | Document |
|----------------------|--|
| 1 | Cover Sheet |
| 2 | Pricing Sheet – Exhibit 1 |
| 3 | Solicitation Checklist |
| 4 | Attachment A- Business Overview Questionnaire |
| 5 | Attachment B – Exception Form |
| 6 | Attachment C – Safety Record Questionnaire (if applicable) |
| 7 | Attachment D – Reference Form |

RFP for Supply of Electric Substation Protective Relay Panels

| | |
|---|---|
| 8 | Attachment E – Conflict of Questionnaire Form |
| 9 | Attachment F - Acknowledgment |

Submit response, with tabs marking each section, in the following order:

~~ATTACHMENT A~~ **BUSINESS OVERVIEW QUESTIONNAIRE AND FORMS**

1. Contract Information (for formal contracting purposes):
The following information will be used to write a contract, should your firm be selected for award.

- Firm’s Legal Name: **Schweitzer Engineering Laboratories, Inc**
- Address: **2350 NE Hopkins Court, Pullman, WA 99163**
- Agent Authorized to sign contract (Name): **Erik C Newman**
- Agent’s email address: **erik_newman@selinc.com**

2. Subsidiary of: **NA**

3. Organization Class (circle):

Partnership

Corporation

Individual

Association

4. Tax Payer ID#: **91-1196408**

5. Date Established: **12-06-1982**

6. Historically Underutilized Business: Yes or **No**

7. Does your company have an established physical presence in the State of Texas, or the City of Denton? **Yes** or No, in which? **We have an engineering branch office in Houston, Texas.**

8. Please provide a detailed listing of all products and/or services that your company provides.

SEL designs and manufactures products and provides solutions and services for complete power system protection, monitoring, and control. The list below summarizes many of our products and services.

- **Relays for transmission, distribution, transformer, bus, breaker, capacitor, feeder, motor, and generator protection, control, monitoring, and integration IEDs for system automation and integration including information processors and rugged computing products, secure communications including fiber-optic transceivers and modems, revenue and power quality metering, precise timing, fault indication, and synchrophasor measurement**

RFP for Supply of Electric Substation Protective Relay Panels

- **Relay settings and event analysis software**
- **Complete engineered solutions that include relay setting and commissioning, such as substation control enclosures, panels, and integrated systems; distribution automation control systems; and power management solutions including remedial action schemes and autosynchronization systems**
- **Engineering services including model power system testing; arc-flash hazard safety; asset management; and engineering design and drafting. Our Government Services Division is dedicated to the security, safety, and reliability of electric power at facilities ranging from military base power systems to ships.**
- **SEL University provides training and programs that help our customers meet the technical challenges and complexities of integrating digitally based technologies into the expanding power system infrastructure.**

A complete list of company products and services and information about each can be found on the SEL website at <http://www.selinc.com/products/>.

9. Has your company filed or been named in any litigation involving your company and the Owner on a contract within the last five years under your current company name or any other company name? If so provide details of the issues and resolution if available. Include lawsuits where Owner was involved. (Notice: Failure to disclose this information during proposal submission, and later discovered, may result in contract termination at the Owner's option.) **No.**

10. Have you ever defaulted on or failed to complete a contract under your current company name or any other company name? If so, where and why? Give name and telephone number of Owner. **No.**

11. Have you ever had a contract terminated by the Owner? If so, where and why? Give name and telephone number (s) of Owner (s). **No.**

12. Has your company implemented an Employee Health and Safety Program compliant with 29 CFR 1910 "General Industry Standards" and/or 29 CFR 1926 "General Construction Standards" as they apply to your Company's customary activities? **Yes.**
http://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=STANDARDS&p_toc_level=1&p_keyvalue=1926

RFP for Supply of Electric Substation Protective Relay Panels

13. Resident/Non-Resident Bidder Determination:

Texas Government Code Section 2252.002: Non-resident bidders. Texas law prohibits cities and other governmental units from awarding contracts to a non-resident firm unless the amount of such a bid is lower than the lowest bid by a Texas resident by the amount the Texas resident would be required to underbid in the non-resident bidders' state. In order to make this determination, please provide the name, address and phone number of:

- a. Responding firms principle place of business:

**2350 NE Hopkins Court
Pullman, WA 99163**

- b. Company's majority owner principle place of business:

**2350 Hopkins Court
Pullman, WA 99163**

- 2 Ultimate Parent Company's principle place of business:

**2350 NE Hopkins Court
Pullman, WA 99163**

14. **Provide details to support the evaluation criteria, including experience and delivery.**

Since 2013, SEL has manufactured and delivered 100 panels to the City of Denton; 13 in 2013, 46 in 2014, and 41 in 2015.

Manufacturing control panels for installation in electrical substations is the core of our business. We manufacture control panels for customer throughout the US and for most of the large utilities in the US. SEL has the capacity to manufacture approximate 2500 panels each year. We have been building control panels since 2005 and have more than 600 employees working in our manufacturing facility.

Each panel we manufacture is thoroughly tested before it leaves our facility and we offer an industry-leading 10-year warranty on all SEL manufactured parts.

15. **Provide details on how firm meets the minimum qualifications stated in this Main document Section 3.**

- a. The details must be completed on this form, and shall not point to another document in the respondent's proposal.
- b. Sign below and return form with final submission.

SEL has the minimum three (3) years' experience providing similar products and services including a three-year agreement with the City of Denton to provide these very same panels that was in effect from 2013 to 2016.

Three references from governmental agencies have been attached.

Contract 6056 -Exhibit E
City of Denton
RFP for Supply of Electric Substation Protective Relay Panels

I certify that our firm meets the minimum qualifications as stated in this Main document, Section 3.



Signature

Schweitzer Engineering Laboratories, Inc

Company

2/24/16

Date


~~ATTACHED~~ **SUBMISSION EXCEPTIONS**

Any exceptions taken to this solicitation (**including terms and conditions in Exhibit 2, the General Provisions and Terms and Conditions**) must be itemized on the lines below. Additional pages may be added as needed. If there are no exceptions, please sign where indicated at the bottom of the page.

Item # Description

Please see Contractor's redlines to Protective Relay Panels GPTCs EX2 document, attached. These redlines are intended to bring the form of agreement into line with formerly negotiated contracts between the parties. _____

The above exceptions (and any additional pages identified) are the ONLY exceptions to the specifications, General Provisions and Terms and Conditions in Exhibit 2, and sample contract to this solicitation. I understand that the City may not accept additional exceptions produced after final submission of this proposal.



Signature

Schweitzer Engineering Laboratories, Inc

Company

2/24/16

Date

No Exceptions are taken to this solicitation or the General Provisions and Terms and Conditions in Exhibit 2.

Schweitzer Engineering Laboratories, Inc

Contract 6056 -Exhibit E
City of Denton
RFP for Supply of Electric Substation Protective Relay Panels

Signature

Company

Date

~~ATTACHMENT~~ REFERENCES

Please list three (3) Government references, **other than the City of Denton**, who can verify the quality of service your company provides. The City prefers customers of similar size and scope of work to this solicitation.

REFERENCE ONE

GOVERNMENT/COMPANY NAME: **Santee Cooper**
LOCATION: **South Carolina**
CONTACT PERSON AND TITLE: **Brian Parks, Engineer**
TELEPHONE NUMBER: **843-302-6147**
SCOPE OF WORK: **Relay Racks**
CONTRACT PERIOD: **Not applicable**

REFERENCE TWO

GOVERNMENT/COMPANY NAME: **City Public Service**
LOCATION: **San Antonio, Texas**
CONTACT PERSON AND TITLE: **Glenda Dean, Procurement Analyst**
TELEPHONE NUMBER: **210-353-2628**
SCOPE OF WORK: **Switchboard Relay Panels**
CONTRACT PERIOD: **2014-2019**

REFERENCE THREE

GOVERNMENT/COMPANY NAME: **City of Ocala**
LOCATION: **Florida**
CONTACT PERSON AND TITLE: **Lisa Crouthamel**
TELEPHONE NUMBER: **352-629-8260**
SCOPE OF WORK: **Relay Panels**
CONTRACT PERIOD: **Not applicable**

~~ATTACHMENT~~ **CONFLICT OF INTEREST QUESTIONNAIRE**

RFP for Supply of Electric Substation Protective Relay Panels

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

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

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

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

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

Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?
 Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
 Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?
 Yes No

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

4 I have no Conflict of Interest to disclose.

5 DocuSigned by:
Elena Shaffer

4/14/2016

31CC3B507F93472
Signature of vendor doing business with the governmental entity

Date

RFP for Supply of Electric Substation Protective Relay Panels

~~XXXXXXXXXX~~ **ACKNOWLEDGEMENT**

The undersigned agrees this submission becomes the property of the City of Denton after the official opening.

The undersigned affirms he has familiarized himself with the specification, drawings, exhibits and other documents; the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of materials and equipment; and all other matters that will be required for the work before submitting a response.

The undersigned agrees, if this submission is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specification. The period for acceptance of this submission will be 120 calendar days unless a different period is noted.

The undersigned affirms that they are duly authorized to execute this contract, that this submission has not been prepared in collusion with any other respondent, nor any employee of the City of Denton, and that the contents of this submission have not been communicated to any other respondent or to any employee of the City of Denton prior to the acceptance of this submission.

Respondent hereby assigns to the City any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications, all exhibits and attachments contained in this solicitation package.

The undersigned agrees that the solicitation package posted on the website are the official specifications and shall not alter the electronic copy of the specifications and/or pricing sheet (Exhibit 1), without clearly identifying changes.

The undersigned understands they will be responsible for monitoring the City of Denton Purchasing Website at: <http://www.cityofdenton.com/index.aspx?page=397> to ensure they have downloaded and signed all addendum(s) required for submission with their response.

I certify that I have made no willful misrepresentations in this submission, nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this submission will be investigated, with my full permission, and that any misrepresentations or omissions may cause my submission to be rejected.

Acknowledge receipt of following addenda to the solicitation:

Addendum No 1 Dated _____
Addendum No 2 Dated _____
Addendum No 3 Dated _____


Received _____
Received _____
Received _____

NAME AND ADDRESS OF COMPANY:

Schweitzer Engineering Laboratories, Inc
2350 NE Hopkins Court
Pullman, WA 99163

Tel. No. 704-587-3603
Email. Nathan_adams@selinc.com

AUTHORIZED REPRESENTATIVE:

Signature 
Date 3/24/16
Name Erik C Newman
Title Finance Director
Fax No. 704-504-4146

SEL Enclosure Products



Proposal for Denton Municipal Electric

Annual Blanket

Proposal #: SELMX16-0170 Rev. 0
Date Submitted: February 25, 2016

Customer Contact Information

Karen E. Smith
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 Denton Municipal Electric
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Document Revision Table

| Rev. | Issue Date | Notes |
|------|--------------------|---------------|
| 0 | February, 25, 2016 | Initial Quote |



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1 Scope of Services

1.1 General

This proposal is provided in response to Denton Municipal Electric Request for Quotation, for Annual Blanket relay panel as requested in accordance with the listed drawing files and Contract Pricing Sheet 6056

1.2 Price Schedule

| Service Description | Qty | Unit Price | Total Price |
|--|-----|-------------|--------------|
| 1. 411L / 311L Line Relay and Breaker Control Panel Per Layout and BOM indicated in the customer drawing. | 22 | \$9,945.00 | \$218,790.00 |
| 2. 351S Breaker Control Panel Per Layout and BOM indicated in the customer drawing. | 26 | \$6,230.00 | \$161,980.00 |
| 3. Bus & Breaker Control Panel Per Layout and BOM indicated in the customer drawing. | 4 | \$11,080.00 | \$44,320.00 |
| 4. Bus Differential Panel Per Layout and BOM indicated in the customer drawing. | 8 | \$10,205.00 | \$81,640.00 |
| 5. T1M Transformer Meter Panel Per Layout and BOM indicated in the customer drawing. | 14 | \$5,100.00 | \$71,400.00 |
| 6. T1S Transformer/Bus Differential Panel Per Layout and BOM indicated in the customer drawing. | 14 | \$9,490.00 | \$132,860.00 |



| Service Description | Qty | Unit Price | Total Price |
|--|-----|-------------|------------------|
| 7. HMI Panel Per Layout and BOM indicated in the customer drawing. | 7 | \$4,675.00 | \$32,725.00 |
| 8. Transformer Differential and Breaker Control Panel Per Layout and BOM indicated in the customer drawing. | 4 | \$11,115.00 | \$44,460.00 |
| Total Price for Fully Assembled Relay Panels with wiring verification | | | \$788,175 |

Notes:

1. Costs for Addition or Removal of SEL Protective Relays and Incon LTC Position Indicators (items #09 – 36 of RFP 6056 Pricing Sheet) are reflected above. Changes required after receipt of orders will be executed as a change order.
2. Cost for installation of miscellaneous items (items #37 – 61 of RFP 6056 Pricing Sheet) are reflected above. Changes required after receipt of orders will be executed as a change order.
3. SEL relays and devices shall be supplied, installed and tested in accordance with the attached SEL material list. As separate purchase order shall be issued for the relay panels and relays.
4. Freight is considered prepaid and allowed as part of the bid price. The panels and any other material will be shipped DDP to Denton, Texas.
5. Where applicable, SEL can offer a 15% discount in price of the specified LOR's and Control Switches devices to convert to the SEL Rotary Switches (see Section 4). SEL switches and lock out relays have higher ratings (see attached flyer), carry SELs standard 10-year warranty, are more durable, and utilize captive screws for a wiring time reduction of 50% (fifty percent). By agreeing to such conversion, SEL will update project specific drawings where the specified LOR's and Control Switches devices are currently depicted free of charge. For more information please visit <https://www.selinc.com/RotarySwitches/>.
6. This price does not include any sales or use tax.



1.3 SEL Material List and Incon LTC Position Indicators

| Description | SEL Model # | Qty | Unit Price | Total Price |
|--|-------------------------|-----|------------|-------------|
| SEL 311L Line Current Differential Relay | 0311L13DD4254X2XX | 2 | \$390.00 | \$780.00 |
| SEL 351S Overcurrent and Control Relay | 0351S6X3D4E5421 | 2 | \$640.00 | \$1,280.00 |
| SEL387-6 Transformer Differential Relay | 0387604X53XX4XX | 2 | \$390.00 | \$780.00 |
| SEL 411L Line Current Differential Relay | 0411L0X6X5XXDDX357424XX | 2 | \$640.00 | \$1,280.00 |
| SEL487B Bus Differential Relay | 0487B1X6X52XXXE37EPXXX | 2 | \$640.00 | \$1,280.00 |
| SEL 551C Overcurrent Relay | 0551C0BX533X | 2 | \$300.00 | \$600.00 |
| SEL 587Z Bus Differential Relay | 0587Z0X325312XX | 2 | \$300.00 | \$600.00 |
| SEL 734 Meter | 0734P09V1D1216E5X7D3A | 8 | \$345.00 | \$2,760.00 |
| SEL 751A Overcurrent Relay | 751A51ACA0X0X850000 | 2 | \$345.00 | \$690.00 |
| SEL 2032 Communication Processor | 203233X40XG0XX | 1 | \$200.00 | \$200.00 |
| SEL 2100 Logic Processor | 2100XX4443 | 8 | \$370.00 | \$2,960.00 |
| SEL 2407 Satellite-Synchronized Clock | 240700013 | 4 | \$140.00 | \$560.00 |
| SEL 2411 Programmable Automation Controller | 241101AA0BA1A0X0000 | 7 | \$540.00 | \$3,780.00 |
| SEL 2414 Transformer Monitor | 241421ABACACA850000 | 2 | \$540.00 | \$1,080.00 |
| SEL 2440 Discrete Programmable Automation Controller | 24402311A1A11630 | 2 | \$640.00 | \$1,280.00 |
| SEL 2488 Satellite Synchronized Network Clock | 2488PRAX1381AX2XX | 2 | \$135.00 | \$270.00 |
| SEL 2505 Remote I/O Module | 2505434XX | 2 | \$135.00 | \$270.00 |
| SEL 2725 Port Switch | 2725S23XX | 4 | \$135.00 | \$540.00 |
| SEL 2730 Ethernet Switch | 2730U0ARAX1111AAAAX0 | 8 | \$135.00 | \$1,080.00 |
| SEL 3355 Automation Computing Platform | 3355=BGN9 | 2 | \$345.00 | \$690.00 |
| SEL 3530 Real-Time Automation Controller with HMI Run-Time License & I/O board | 35303A0D1211X0 | 2 | \$370.00 | \$740.00 |
| SEL 3530 Real-Time Automation Controller | 35303A0XX211X0 | 4 | \$220.00 | \$880.00 |



| | | | | |
|--|--------------------|---|----------|-----------------|
| SEL 3610 Serial Port Server | 3610X3A0XXX0 | 4 | \$135.00 | \$540.00 |
| SEL 3620 Ethernet Security Gateway | 3620X3A0XXX0 | 4 | \$135.00 | \$540.00 |
| Control Switch Module with pushbutton guards | 951031B2 | 2 | \$210.00 | \$420.00 |
| 19" LCD Touch Screen Monitor | 91610028 | 2 | \$135.00 | \$270.00 |
| Keyboard Rack with mouse and locking tray | 91610050-L | 2 | \$125.00 | \$250.00 |
| Incon Load Tap Changer Position Indicator | 1250-LTC-1-I-S-120 | 2 | \$300.00 | \$600.00 |
| Total SEL Material List Price | | | | \$27,000 |

Notes: All prices above have been applied in accordance with Contract 6046

1.3 1.3.1 Cost for Installation of Miscellaneous Items (including unit cost and wiring all in accordance with DME drawings)

| Description | Model # | Qty | Unit Price | Total Price |
|--|----------------------|-----|------------|-------------|
| Type FT Test Switch, 10-Pole Arrangement | 129A514G01A | 4 | \$410.00 | \$1,640.00 |
| 37. Type FMS Test Switch, 10-Pole Arrangement | FMS-10E | 4 | \$365.00 | \$1,460.00 |
| 38. Type FMS Test Switch, 10-Pole Arrangement | FMS-10A | 4 | \$360.00 | \$1,440.00 |
| 39. Type FMS Test Switch, 10-Pole Arrangement | FMS-10B | 1 | \$365.00 | \$365.00 |
| 40. Type FMS Test Switch, 10-Pole Arrangement | FMS-10AB | 2 | \$365.00 | \$730.00 |
| 41. Type FMS-19, without plate, FMS-10E in positions 1 & 2, FMS-10A in position 3, single black cover | P/N 330FP | 4 | \$755.00 | \$3,020.00 |
| 42. Type FMS-19, without plate, FMS-10A in all three positions, single black cover | P/N 330S | 2 | \$750.00 | \$1,500.00 |
| 43. Type FMS-19, without plate, FMS-10E in all three positions, single black cover | P/N 330DC | 2 | \$760.00 | \$1,520.00 |
| 44. Type FMS-19, without plate, FMS-10E in positions 1 & 2, FMS-10AB in position 3, single black cover | P/N 330Z6 | 1 | \$765.00 | \$765.00 |
| 45. Type FMS-19, without plate, FMS-10B in positions 1 & 2, FMS-10E in position 3, single black cover | P/N 330(10B/10B/10E) | 1 | \$765.00 | \$765.00 |



| | | | | |
|--|---------------|----|------------|-----------------|
| 46. Green Indicating Light, LED, 125 VDC, push to test. | 800T-QSTH13 G | 6 | \$165.00 | \$990.00 |
| 47. Red Indicating Light, LED, 125 VDC, push to test. | 800T-QSTH13 R | 12 | \$165.00 | \$1,980.00 |
| 48. Amber Indicating Light, LED, 125 VDC, push to test. | 800T-QSTH13 A | 4 | \$175.00 | \$700.00 |
| 49. White Indicating Light, LED, 125 VDC, push to test. | 800T-QSTH13 W | 4 | \$175.00 | \$700.00 |
| 50. Series 24 Lockout Relay, manual reset, 10 stage, 125V DC control voltage | 7810D | 4 | \$1,050.00 | \$4,200.00 |
| 51. Series 24 control switch, detent action, oval handle, 3 stage, 2 position, 1-ENABLED, 2-DISABLED | 24203B | 4 | \$385.00 | \$1,540.00 |
| 52. Fuse Block, 3-pole, 30 Amp, screw terminal type, clip with reinforced spring | USCC3 | 12 | \$120.00 | \$1,440.00 |
| 53. Fuse Block, 2-pole, 30 Amp, screw terminal type, clip with reinforced spring | USCC2 | 10 | \$110.00 | \$1,100.00 |
| 54. Fuse Block, 1-pole, 30 Amp, screw terminal type, clip with reinforced spring | USCC1 | 4 | \$105.00 | \$420.00 |
| 55. Type NON fuses, 15 Amp | ATMR15 | 20 | \$95.00 | \$1,900.00 |
| 56. Type NON fuses, 6 Amp | ATMR6 | 40 | \$90.00 | \$3,600.00 |
| 57. Molded CT Shorting Terminal Block, one piece, phenolic, 6 circuits, shorting brass screws w/ strap | EB27B06S | 10 | \$95.00 | \$950.00 |
| 58. Panel Mount Molded Terminal Block, one piece, phenolic, 12 circuits, 30 ampere, | 30TB12PM | 30 | \$105.00 | \$3,150.00 |
| 59. Dual pass-through Ethernet receptacle. | ENSP1F5 | 2 | \$105.00 | \$210.00 |
| 60. 2' fluorescent light fixture mounted at the top of a relay panel with switch | N/A | 20 | \$150.00 | \$3,000.00 |
| Total NON SEL Material List Price | | | | \$39,085 |



1.4 Deliverables to Customer (Table A. Engineering)

This proposal does not include:

- On site work.
- Customer training.
- Supply of equipment necessary for testing of relays.
- Special tools for maintenance or installation.
- Setting of protective relays or programming of HMI.

| Deliverables | By Customer | By SEL | Schedule |
|---|-------------|--------|---|
| AFC Panel Layout & BOMs | ✓ | | With the receipt of PO. |
| Structural Drawings for approval | - | - | SEL will utilize same structure as previously supplied for Denton panels. |
| Customer supplied items (relays, etc) | ✓ | | Within three weeks of receipt of PO. |
| AFC Name Plate list | ✓ | | Within four weeks of receipt of PO. |
| AFC AC / DC Schematics | ✓ | | Within four weeks of receipt of PO. |
| AFC Wiring Diagrams | ✓ | | Within four weeks of receipt of PO. |
| Factory Acceptance Testing | | ✓ | 10 weeks after receipt of PO |
| Panels ship from facility | | ✓ | 11 weeks after receipt of PO |
| Panels arrive onsite | | ✓ | 12 weeks after receipt of PO |
| Instruction Manuals: Three (3) Hardcopy / Two (2) CD | | ✓ | With the panel shipment. |
| As BUILTs: Three (3) Hardcopy / Two (2) CD | | ✓ | With the panel shipment. |

Note 1: AFC = Approved For Construction

Note 2: Instruction manuals are to include catalog information for Non-SEL devices, SEL Relay manuals (i.e. one for each type supplied), As BUILTs of BOMs, Nameplate Lists, Panel Layout and Structural Drawings, AC/DC Schematics, Internal Panel Wiring Diagrams, Panel to Panel Wiring Diagrams and Factory Acceptance Test Reports.



1.4 Scope of Supply

The scope of supply includes all necessary labor, design, diagrams, materials, equipment, and services required for the manufacture and delivery of the items as defined in Section 1.2 and 1.3.

Factory Acceptance Testing (FAT) is considered part of the scope for quality assurance purposes and is included in the Panel's price.

1.4.1 Control Open Rack Specifications

1. Equipment, materials, and accessories will be furnished, mounted, and connected as indicated on the drawings. Equipment, materials, and accessories listed by catalog number will be furnished as specified.
2. The Open Rack will be vertical and freestanding self-supporting, supports on sides of open racks for mounting terminal blocks and miscellaneous equipment. Nominal 1/8", 11 gauge, cold-rolled sheet steel, formed with rolled lip on top, bottom and sides. The Open Racks will be installed indoors.
3. Open Rack 32"W x (23" or 18"D) x 91 5/8"H, Rack 23", customer design.
4. SEL will also provide miscellaneous nuts and screws, cable ties, insulated ring tongue connectors, cable troughs for horizontal wiring, wire, nameplates, and any other miscellaneous material required to complete open rack wiring not specifically listed on the Open Rack Front View Drawings supplied by the customer.
5. Color of finish will be ANSI No. 61 Light Gray.
6. Insulated compression type ring tongue connectors will be used for all terminations except for devices designed for direct wire terminations. A direct wire connection terminal will accommodate a maximum of two (2) wires.
7. There will be no splices in the open rack wiring.
8. Equipment terminals will be readily accessible from rear of the open rack, without removal of equipment or fixed auxiliary rack.
9. The open rack will be arranged to allow adequate space for termination and testing. The terminals shall be readily accessible for operating the sliding links.
10. SEL will provide complete factory wiring for the control panel and equipment mounted in the panel. Wire and Cable will be type SIS, rating 600 Volts, 90 °C.



2 Payment and Work Schedule

2.1 Milestone Activity

| Milestone # | Service Description | % or USD |
|-------------|--------------------------------------|----------|
| 1 | Upon order | 20% |
| 2 | Upon completion of panel fabrication | 50% |
| 3 | Upon shipment | 30% |

Unless indicated otherwise in this proposal:

1. Panels will be packaged for ground shipping.
2. This price does not include any field service or special services.
3. Price does not include the cost of any payment, performance, and/or warranty security instrument.
4. This proposal is valid for 90 days. SEL reserves the right to withdraw this offer if mutually accepted credit terms cannot be agreed upon.

2.2 Payment and Credit Terms

If your company does not have established credit terms sufficient to cover this purchase, SEL reserves the right to require any of the following: credit information, prepayment, Letter of Credit, or progress payments prior to acceptance.

Payment Terms: Net 30 days after invoice date.

2.3 Schedule

Delivery of Equipment will be Twelve (12) weeks after receipt of an acceptable Purchase Order. Delivery is contingent upon the following:

- Customer supplying “Approved For Construction” Drawings defined in Table A per the schedule defined in Table A.
- SEL submitting “Approval” Drawings defined in Table A per the schedule defined in Table A.
- Customer reviewing/approving SEL drawings submitted for approval within one (1) week of receipt.



Drawings will be transmitted electronically by email to expedite approval turnaround time.

SEL will furnish a schedule for the project within one week after receipt of an acceptable purchase order.

Failure to supply requested information in a timely manner will affect the schedule.

Upon customer request, digital photos of the panels will be provided as they progress in manufacturing.



FMPC-04 Rev. 7

SEL PROPRIETARY INFORMATION

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Denton Municipal Electric

Date Code: February 25, 2016

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3 Clarifications and Exceptions

SEL developed the scope of work, schedule, and price based on the information provided to us as listed in the proposal. Should additional or changed work be required, including such work resulting from unusual conditions or for any other reasons that are not evident from the information provided, changes to the price or schedule may result.

SEL will assign a project manager to the project. The project manager will be responsible for overseeing and maintaining the schedule within SEL. He will also be the point of contact with the customer in order to maintain a smooth flow of information.

3.1 Clarifications

1. SEL's scope is limited to the hardware defined in drawings listed in Section 1.2, Section 1.3; and the engineering deliverables defined in Table A. Should there be a change in hardware or a change in engineering content, there may be a change in price and schedule.
2. SEL will be providing approval drawings electronically via email to minimize processing and approval times. Hard copies of as built and instruction manuals will be provided in hard copy quantities required by the RFQ.
3. SEL requests that AFC drawings be provided in .dwg format.
4. SEL will load customer-supplied settings if supplied in appropriate format (i.e. 5010 or AcSELEerator format) and one month prior to shipment free of charge.
5. SEL is not offering communication cables (i.e. copper or fiber optic), if customer gives us distances and types we will happy to quote them.
6. Price Adjustments – The Producers Price Index (PPI) as well as other indices do not accurately reflect price adjustments seen within this industry. Costs fluctuations of steel, third party supplier materials, and freight are beyond the control of SEL, Inc. As these items are not accurately reflected by the Producers Price Index (PPI) and other indices, SEL would ask all price increases or decreases be based upon actual supplier costs. SEL will be more than please to discuss alternative sources for determining price adjustments.
7. SEL's scope is limited to the hardware defined in customer drawings of Section 1.2.; and the engineering deliverables defined in Table A. Should there be a change in hardware or a change in engineering content, there may be a change in price and schedule.
8. Proposed costs for addition or removal of SEL protective relays and Incon LTC position indicators provided by DME (items #09 – 36) do not include the device costs and do not represent changes required after receipt of orders. Such changes will be executed as a change order.
9. Proposed costs for installation of miscellaneous items (items #37 – 61) only represents adder prices for additional materials required prior to the order of relay panels. Changes required after receipt of orders will be executed as a change order.
10. SEL is offering the complete Part Number to Automation Computing Platform 3355=BGN9, instead of 335=BGN9.
11. In the event of an award, SEL wants to clarify that our price will increase by 2% to support the cooperative purchasing / piggyback option as stated in RFP 6056, section 9.



3.2 Exceptions

1. No Exceptions applied to this proposal.

3.3 Time and Expense Added Work

SEL will do added work on an actual time and expense basis, unless SEL and the customer agree on other arrangements. The party identifying a potential change in scope will request the change of scope to the other in writing (fax, email, or letter). SEL will identify any budget or schedule impact and submit it for approval. SEL will proceed with the work as soon as SEL receives written approval, in accordance with established contract provisions.

The control panels, the PowerCORE® and other electrical control enclosure products are manufactured in SEL's subsidiary in Mexico, Schweitzer Engineering Laboratories, S.A. de C.V. Installation, commissioning, Factory Acceptance Testing and other testing and warranty services may be performed on-site by qualified personnel of Schweitzer Engineering Laboratories, S.A. de C.V.

Work performed on an actual time and expense basis will be in accordance with the following schedule of charges, **unless specifically modified in this proposal**:

| | Base Rate | Travel Rate | Overtime Rate ¹ | Travel Expenses & Per Diem |
|----------------------------|-----------|-------------|----------------------------|----------------------------|
| Field Application Engineer | \$135/Hr. | \$135/Hr. | \$203/Hr. | Actual/Reasonable |
| Engineer | \$115/Hr. | \$115/Hr. | \$173/Hr. | Actual/Reasonable |
| Testing Technician | \$85/Hr. | \$85/Hr. | \$128/Hr. | Actual/Reasonable |
| Installation Supervisor | \$75/Hr. | \$75/Hr. | \$113/Hr. | Actual/Reasonable |
| Designer | \$65/Hr. | \$65/Hr. | \$98/Hr. | Actual/Reasonable |
| Installation Labor | \$55/Hr. | \$55/Hr. | \$83/Hr. | Actual/Reasonable |

¹Overtime is defined as time in excess of eight hours and is applied only when working away from SEL offices. The overtime rate is also charged for weekends and U.S. holidays.

Customer is to reimburse SEL for actual and reasonable travel expenses such as airline tickets, meals, lodging, rental car, parking, and fuel (where applicable). Airline tickets are coach rate to the commercial airport nearest the work site.

The hourly rates quoted include clerical support and the use of personal computers loaded with Microsoft® Office, Lotus® Notes, MATLAB®, MathCAD®, and SEL developed software (including SEL-5010 Relay Assistant, SEL-5020 Settings Assistant, ACSELERATOR® SEL-5030 Software, and SEL-5040 Power System Report Manager) used in the preparation, documentation, and processing of settings for SEL products.

SEL does not bill for long distance telephone, fax, low-volume copying, and document shipping. Other expenses directly related to performance of approved work, including but not limited to travel, subsistence, and bound document preparation will be billed at actual cost (no mark-up). Hourly rates quoted are for work performed in calendar year **2016**.



3.4 Factory Acceptance Testing (FAT)

After factory assembly and wiring of equipment, SEL will conduct functional tests to verify correct wiring operation of equipment.

FAT activities include the following:

- Pre-functional test checkout (i.e., general workmanship, wire continuity, isolation, etc.)
- Loading customer supplied settings into all relays and communications processors (i.e. if supplied by customer) or loading of standard basic settings defined by SEL.
- DC Control Circuit Functional Tests.
- AC Sensing Circuit Functional Tests.

SEL has the adequate and certified test equipment, in quality and quantity, in order to perform the above Tests.

FAT testing does not include:

- Insulation testing (1000 Volt DC Megger).
- Switchboard testing.
- Data cable connection checkout.
- Communications status checkout.

There is no charge for the customer being present during factory acceptance testing. The customer will be notified at least two weeks prior to the FAT.

3.5 Compliance

SEL will comply with state and local codes, standards, rules, regulations, and laws insofar as they do not exceed national codes, standards, rules, regulations, and laws.

In the event a part, other than protective relays, is not obtainable or develops a lengthy lead time, SEL will consult with the customer to determine if the project deadline can be extended or the part can be substituted with an alternate manufacturer's model that will meet or exceed the specifications of the original part.



4 SEL Rotary Switches

Where applicable, SEL can offer a 15% discount in price of the specified LOR's and Control Switches devices to convert to the SEL Rotary Switches (see Section 4). SEL switches and lock out relays have higher ratings (see attached flyer), carry SEL's standard 10-year warranty, are more durable, and utilize captive screws for a wiring time reduction of 50% (fifty percent). By agreeing to such conversion, SEL will update project specific drawings where the specified LOR's and Control Switches devices are currently depicted free of charge. For more information please visit <https://www.selinc.com/RotarySwitches/>.

SEL-RS86

LOCKOUT



MODEL-SPECIFIC FEATURES

- Up to 60 contacts in 15 decks to allow direct trip and close block signals for bigger bus arrangements
- High-speed tripping
- Maintained action
- Electromechanical target
- LEDs for internal trip coil monitor and permanent fault indication

SEL-RS52

BREAKER CONTROL



MODEL-SPECIFIC FEATURES

- Up to 20 contacts in 5 decks
- Spring return actions
- Electromechanical target
- Up to 3 configurable main LEDs

SEL-RS43

SELECTOR SWITCH



MODEL-SPECIFIC FEATURES

- Up to 16 contacts in 4 decks
- Up to 8 positions
- Maximum contact arrangement flexibility
- Maintained action
- Up to 3 configurable main LEDs
- Standard and custom configurations

SEL ROTARY SWITCHES ARE THE STRONGEST, MOST RELIABLE, AND MOST VERSATILE SWITCHES AVAILABLE



FEATURES AND BENEFITS

The SEL Family of rotary switches meets or exceeds UL, IEEE, and IEC standards. SEL expertise in protection, automation, and electronics, combined with the latest manufacturing technology, enables us to offer the first rotary switch in the world with a ten-year warranty.

SEL has applied innovative technology across the family of lockout relay, breaker control, and selector switches to increase reliability, security, ease of use, and flexibility while reducing costs and lead times. We monitor and control processes to exceed the ISO 9001 Quality Management Systems Standard. Our state-of-the-art manufacturing facilities reflect SEL's commitment to offering customers unmatched value in products and services.

STANDARD FEATURES INCLUDE:

- Rated for 30 A, 600 Vac/250 Vdc nominal
- High breaking capacity: 8 A @ 125 Vdc, 2 A @ 250 Vdc
- High dielectric strength: 3,100 Vdc HiPot, 5 kV impulse
- Tested to 500,000 mechanical operations and 6,000 electrical operations at breaking capacity
- Captive screws for ring or fork terminals
- Configurable labels for maximum flexibility and safety
- Ergonomic handles for maximum torque
- Operating temperature: -40° to +85°C
- UL and seismic Class 2 certification



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5 Quality

SEL takes quality seriously to ensure that modern power systems are safer, more reliable, and more economical. We strive to contribute to our industry through innovating, listening to our customers, focusing on quality, keeping things simple, and creating useful capabilities, services, solutions, and products.

SEL is certified to the ISO 9001 Quality Systems Standard. The scope of the quality system includes the design, manufacture, and service of complete solutions for the protection, monitoring, control, automation, cybersecurity, and metering of electric power systems. SEL provides engineering, procurement, and construction services and delivers complete solutions. SEL University delivers the education and training needed for designing and operating safe, reliable electric power systems. The SEL quality system meets all of the requirements of ISO 9001:2008 and conforms to Federal Regulation 10 CFR 50 Appendix B and CAN3-Z299.3-85, a national standard of Canada. The SEL quality system has been certified to ISO 9001 since July 1994; the latest certificate is available at www.selinc.com.



6 SEL Terms and Conditions

To accept this proposal and attached terms please return this sheet, signed and dated.

Denton Municipal Electric("Customer")

901-B Texas Street

Denton, TX 76209

USA

FAX: 1243576

Schweitzer Engineering Laboratories, Inc. ("SEL")

2350 NE Hopkins Court

Pullman, WA, 99163

USA

FAX: 509-332-7990

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Contract Information (to be completed by client):

Contract Amount: \$ _____

Client PO/
Reference/Contract#: _____

Ship To Address: _____

Bill To Address: _____

See attached revisions to Denton's General Provisions



Office of the Secretary of State

**CERTIFICATE OF AMENDED REGISTRATION
OF
SCHWEITZER ENGINEERING LABORATORIES, INC.
800082115**

The undersigned, as Secretary of State of Texas, hereby certifies that an Application for Amended Registration to transact business in this state for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this Certificate of Amended Registration to transact business in this state under the name of:

SCHWEITZER ENGINEERING LABORATORIES, INC.

Dated: 07/15/2014
Effective: 07/15/2014



NANDITA BERRY

Nandita Berry
Secretary of State

Phone: (512) 463-5555
Prepared by: Angie Hurtado

Come visit us on the internet at <http://www.sos.state.tx.us/>

Fax: (512) 463-5709
TID: 10301

Dial: 7-1-1 for Relay Services
Document: 553149960002



Contract 6056 - Exhibit E
SCHWEITZER ENGINEERING LABORATORIES, INC.
2350 NE Hopkins Court • Pullman, WA 99163-5603 USA
Phone: +1.509.332.1890 • Fax: +1.509.332.7990
www.selinc.com • info@selinc.com

TEN-YEAR PRODUCT WARRANTY

SEL warrants to Buyer that Products are free from defects in material and workmanship for ten (10) years after shipment for all SEL Products, including SEL-manufactured control enclosure structures and panels. Such warranty shall be for five (5) years after shipment for Fault Indicator and Sensor Division Products. This warranty is conditioned upon proper storage, installation, connection, operation and maintenance of Products, prompt written notice to SEL of any defects and, if required, prompt availability of Products to SEL for correction.

This warranty shall be void in its entirety if Buyer fails to implement required Product upgrades, modifies Products without prior written consent to and subsequent approval of any such modifications by SEL or uses Products for any applications that require product listing or qualification not specifically included in the SEL written quotation or proposal. If any Product fails to conform to this warranty, Buyer properly notifies SEL of such failure and Buyer returns the Product to SEL factory for diagnosis (and pays all expenses for such return), SEL shall correct any such failure by, at its sole discretion, either repairing any defective or damaged Product part(s) or making available, freight prepaid, by SEL (Carriage Paid To (CPT) customer's place of business) any necessary replacement part(s) or Product(s). Any Product repair or upgrade shall be covered by this warranty for the longer of one (1) year from date of repair or the remainder of the original warranty period.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE), EXCEPT TITLE AND PATENT INFRINGEMENT.

SEL shall, whenever possible, pass the original manufacturer warranty to Buyer for non-SEL products. SEL does not warrant non-SEL products, including non-SEL control enclosure structures, and non-SEL products within SEL panels, control enclosure structures and systems, and products or prototypes provided by SEL for testing, marketing, or loan purposes. SEL shall perform Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. SEL shall reperform (or, at SEL's option, pay a third party to reperform) any defective Services (including Services performed in conjunction with SEL systems) at no cost upon receipt of notice detailing the defect(s) within one (1) year of performance of the original Services.

ABS Quality Evaluations

Certificate Of Conformance

This is to certify that the Quality Management System of:

Schweitzer Engineering Laboratories, S.A. de C.V.

**Av. Central No. 205, Parque WTC Industrial
Delegación la Pila
San Luis Potosí, San Luis Potosí 78395
México**

(WITH ADDITIONAL FACILITIES LISTED ON ATTACHED ANNEX)

has been assessed by ABS Quality Evaluations, Inc. and found to be in conformance with the requirements set forth by:

ISO 9001:2008

The Quality Management System is applicable to:

DESIGN, MANUFACTURING, INSTALLATION, COMMISSIONING, TECHNICAL SUPPORT AND SALES OF COMPONENTS, PANELS AND SYSTEMS FOR PROTECTION, CONTROL, METERING AND INTEGRATION.

DISEÑO, MANUFACTURA, INSTALACIÓN, PUESTA EN SERVICIO, SOPORTE TÉCNICO Y VENTA DE COMPONENTES, TABLEROS Y SISTEMAS DE PROTECCIÓN, CONTROL, MEDICIÓN E INTEGRACIÓN.

| | |
|------------------------------|-------------------|
| Certificate No: | 37411 |
| Original Certification Date: | 15 October 2002 |
| Effective Date: | 22 September 2014 |
| Expiration Date: | 13 October 2017 |
| Revision Date: | 30 September 2014 |

Alex Weisselberg, President



Validity of this certificate is based on the periodic audits of the management system defined by the above scope and is contingent upon prompt, written notification to ABS Quality Evaluations, Inc. of significant changes to the management system or components thereof.

ABS Quality Evaluations, Inc. 16855 Northchase Drive, Houston, TX 77060, U.S.A.

Validity of this certificate may be confirmed at www.abs-qe.com/cert_validation.

ABS Quality Evaluations

ISO 9001:2008

Certificate Of Conformance

ANNEX

Certificate No: 37411

Schweitzer Engineering Laboratories, S.A. de C.V.

At Below Facilities:

Facility: Oficina de Ventas y Soporte Técnico Cd. de México
Lamartine No. 129 Col. Chapultepec Morales
Delegación Miguel Hidalgo
México, Distrito Federal 11570
México

Activity: Technical Support and Sales

Facility: Oficina de Ventas y Soporte Técnico Guadalajara
W. Amadeus Mozart No. 5112 Local-2,
Fracc. Residencial La Estancia
Zapopan, Jalisco 45130
México

Activity: Technical Support and Sales

Facility: Oficina de Ventas y Soporte Técnico Monterrey
Ave. Fundidora No. 501, local 135-136 Planta Baja
Col. Obrera
Monterrey, Nuevo León 64010
México

Activity: Technical Support and Sales

Facility: Oficina de Ventas y Soporte Técnico Villahermosa
Macayos #106 Local 3 Plaza Macayo
Col. El Recreo
Villahermosa, Tabasco 86020
México

Activity: Technical Support and Sales



Validity of this certificate may be confirmed at www.abs-qe.com/cert_validation.

Certificate Of Completion

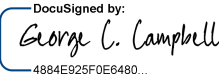
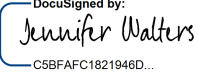
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| Subject: City Council Docusign Item - 6056 | |
| Source Envelope: | |
| Document Pages: 61 | Signatures: 5 |
| Certificate Pages: 6 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | Karen E. Smith |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | karen.smith@cityofdenton.com |
| | IP Address: 129.120.6.150 |

Record Tracking

| | | |
|----------------------|------------------------------|--------------------|
| Status: Original | Holder: Karen E. Smith | Location: DocuSign |
| 4/12/2016 2:32:31 PM | karen.smith@cityofdenton.com | |

Signer Events

| Signer Events | Signature | Timestamp |
|---|---|--|
| <p>Karen E. Smith karen.smith@cityofdenton.com Assistant Purchasing Manager City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p> | <p>Completed</p> <p>Using IP Address: 129.120.6.150</p> | <p>Sent: 4/12/2016 2:36:26 PM Viewed: 4/12/2016 2:36:36 PM Signed: 4/12/2016 2:38:06 PM</p> |
| <p>Elena Shaffer elena_shaffer@selinc.com Director of Business Operations Schweitzer Engineering Laboratorie Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Accepted: 4/13/2016 3:46:07 PM ID: 08a4ba20-7d0d-4f0a-89e3-e5d9352da783</p> | <p>DocuSigned by: <i>Elena Shaffer</i> 31CC3B507F93472...</p> <p>Using IP Address: 208.87.234.202</p> | <p>Sent: 4/12/2016 2:38:08 PM Viewed: 4/14/2016 12:58:44 PM Signed: 4/14/2016 1:00:44 PM</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 via DocuSign ID:</p> | <p>DocuSigned by: <i>John Knight</i> C821996C2A2B439...</p> <p>Using IP Address: 129.120.6.150</p> | <p>Sent: 4/14/2016 1:00:48 PM Viewed: 4/14/2016 2:14:15 PM Signed: 4/14/2016 2:14:26 PM</p> |
| <p>Julia Winkley julia.winkley@cityofdenton.com Contracts Administration Supervisor City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p> | <p>Completed</p> <p>Using IP Address: 129.120.6.150</p> | <p>Sent: 4/14/2016 2:14:29 PM Viewed: 4/14/2016 3:52:25 PM Signed: 5/4/2016 11:05:12 AM</p> |

| Signer Events | Signature | Timestamp |
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| <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 via DocuSign ID:</p> | <p>DocuSigned by:  4884E925F0E6480...</p> <p>Using IP Address: 129.120.6.150</p> | <p>Sent: 5/4/2016 11:05:18 AM Viewed: 5/4/2016 3:54:10 PM Signed: 5/4/2016 3:54:32 PM</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 via DocuSign ID:</p> | <p>DocuSigned by:  C5BF AFC1821946D...</p> <p>Using IP Address: 129.120.6.150</p> | <p>Sent: 5/4/2016 3:54:36 PM Viewed: 5/6/2016 1:39:23 PM Signed: 5/6/2016 1:39:40 PM</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 Winkley julia.winkley@cityofdenton.com Contracts Administration Supervisor City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p> | <div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div> | <p>Sent: 4/14/2016 1:00:46 PM Viewed: 4/14/2016 1:05:42 PM</p> |
| <p>Sherri Thurman sherri.thurman@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p> | <div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div> | <p>Sent: 4/14/2016 1:00:46 PM</p> |
| <p>Robin Fox Robin.fox@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Accepted: 10/9/2015 1:39:51 PM ID: 04463961-03db-4c4d-9228-d660d6146ed6</p> | <div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div> | <p>Sent: 5/4/2016 11:05:16 AM</p> |
| <p>Jane Richardson jane.richardson@cityofdenton.com Security Level: Email, Account Authentication (Optional)</p> | <div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div> | <p>Sent: 5/4/2016 11:05:19 AM Viewed: 5/4/2016 4:01:20 PM</p> |

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Jennifer Bridges
jennifer.bridges@cityofdenton.com
Procurement Assistant
City of Denton

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laura.cheek@cityofdenton.com

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Jane Richardson
jane.richardson@cityofdenton.com

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| Certified Delivered | Security Checked | 5/6/2016 1:39:45 PM |
| Signing Complete | Security Checked | 5/6/2016 1:39:45 PM |
| Completed | Security Checked | 5/6/2016 1:39:45 PM |

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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.

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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.

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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.