

DocuSign City Council Transmittal Coversheet

RFQ	6253
File Name	Medical Control Services for Denton Fire Department
Purchasing Contact	Cindy Alonzo
City Council Target Date	December 13, 2016
Granicus #	
Ordinance #	

**PROFESSIONAL SERVICES AGREEMENT
FOR MEDICAL CONTROL SERVICES FOR FIRE DEPARTMENT**

STATE OF TEXAS §

COUNTY OF DENTON §

THIS AGREEMENT is made and entered into on December 13, 2016, by and between the City of Denton, Texas, a Texas municipal corporation, with its principal office at 215 East McKinney Street, Denton, Denton County, Texas 76201, hereinafter called "OWNER" and Questcare Medical Services, PLLC, with its corporate office at 12221 Merit Drive, Dallas, Texas 75251, hereinafter called "CONSULTANT," acting herein, by and through their duly authorized representatives.

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

ARTICLE I
EMPLOYMENT OF CONSULTANT

The OWNER hereby contracts with the CONSULTANT, as an independent contractor, and the CONSULTANT hereby agrees to perform the services herein in connection with the Project as stated in the sections to follow, with diligence and in accordance with the highest professional standards customarily obtained for such services in the State of Texas. The professional services set out herein are in connection with the following described project:

The Project shall include, without limitation, (herein describe project)

ARTICLE II
SCOPE OF SERVICES

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

- A. The CONSULTANT shall perform all those services as necessary and as described in the OWNER's Request for Qualifications (RFQ) No. 6253, which is attached hereto and made a part hereof as Exhibit "A" as if written word for word herein.
- B. To perform all those services set forth in CONSULTANT's response, Statement of Qualifications and Price Proposal, to the aforementioned RFQ No. 6253, which proposal is attached hereto and made a part hereof as Exhibit "B" as if written word for word herein.
- C. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits.

ARTICLE IV
PERIOD OF SERVICE

This Agreement shall become effective upon execution of this Agreement by the OWNER and the CONSULTANT and upon issue of a notice to proceed by the OWNER, and shall remain in force for the period which may reasonably be required for the completion of the Project, including Additional Services, if any, and any required extensions approved by the OWNER. This Agreement may be sooner terminated in accordance with the provisions hereof. Time is of the essence in this Agreement. The CONSULTANT shall make all reasonable efforts to complete the services set forth herein as expeditiously as possible and to meet the schedule established by the OWNER, acting through its City Manager or his designee.

ARTICLE V
COMPENSATION

A. COMPENSATION TERMS:

1. "On-Line Medical Direction" is defined as expenses incurred by the CONSULTANT for services in the nature of on-line services as described in Section 1 of the RFQ No. 6253 Scope of Work/Technical Specifications (Exhibit A).
2. "Off-Line Medical Direction" is defined as that expenses for any assignment incurred by the CONSULTANT for services in the nature of off-line services as described in Section 2 of the RFQ No. 6253 Scope of Work/Technical Specifications (Exhibit A).

B. BILLING AND PAYMENT: For and in consideration of the professional services to be performed by the CONSULTANT herein, the OWNER agrees to pay, based on the cost estimate detail at an hourly rate shown in Exhibit "C" which is attached hereto and made a part of this Agreement as if written word for word herein, a total fee, including reimbursement for on-line and off-line medical direction expenses not to exceed \$218,925.

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

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

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

- C. **ADDITIONAL SERVICES:** For additional services authorized in writing by the OWNER in Article III, the CONSULTANT shall be paid based on the Schedule of Charges at an hourly rate shown in Exhibit "C." Payments for additional services shall be due and payable upon submission by the CONSULTANT, and shall be in accordance with subsection B hereof. Statements shall not be submitted more frequently than monthly.
- D. **PAYMENT:** If the OWNER fails to make payments due the CONSULTANT for services and expenses within thirty (30) days after receipt of the CONSULTANT's undisputed statement thereof, the amounts due the CONSULTANT will be increased by the rate of one percent (1%) per month from the said thirtieth (30th) day, and, in addition, the CONSULTANT may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement until the CONSULTANT has been paid in full all amounts due for services, expenses, and charges, provided, however, nothing herein shall require the OWNER to pay the late charge of one percent (1%) set forth herein if the OWNER reasonably determines that the work is unsatisfactory, in accordance with this Article V, "Compensation."
- E. **Invoices** shall be sent directly to the City of Denton Accounts Payable Department, 215 E McKinney St, Denton, TX, 76201-4299. A pro-forma invoice shall be sent to the contract administrator as identified in the Notice to Proceed. It is the intention of the City of Denton to make payment on completed orders within thirty days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided, if applicable, and must reference the City of Denton Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

ARTICLE VI **OBSERVATION AND REVIEW OF THE WORK**

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

ARTICLE VII
OWNERSHIP OF DOCUMENTS

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

ARTICLE VIII
INDEPENDENT CONTRACTOR

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

ARTICLE IX
INDEMNITY AGREEMENT

The CONSULTANT shall indemnify and save and hold harmless the OWNER and its officers, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including, but not limited to court costs and reasonable attorney fees incurred by the OWNER, and including, without limitation, damages for bodily and personal injury, death and property damage, resulting from the negligent acts or omissions of the CONSULTANT or its officers, shareholders, agents, or employees in the execution, operation, or performance of this Agreement.

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

ARTICLE X
INSURANCE

During the performance of the services under this Agreement, CONSULTANT shall maintain the following insurance with an insurance company licensed to do business in the State of Texas by the State Insurance Commission or any successor agency that has a rating with Best Rate Carriers of at least an A- or above:

- A. Comprehensive General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.
- B. Automobile Liability Insurance with bodily injury limits of not less than \$500,000 for each person and not less than \$500,000 for each accident, and with property damage limits of not less than \$100,000 for each accident.
- C. Worker's Compensation Insurance in accordance with statutory requirements, and Employers' Liability Insurance with limits of not less than \$100,000 for each accident.
- D. Medical Malpractice Liability Insurance with limits of not less than \$1,500,000 aggregate per person.
- E. The CONSULTANT shall furnish insurance certificates or insurance policies at the OWNER's request to evidence such coverages. The General Liability and Auto Liability insurance policies shall name the OWNER as an additional insured. CONSULTANT shall endeavor to provide OWNER with any cancellation or modification to its insurance policies.

ARTICLE XI
ARBITRATION AND ALTERNATE DISPUTE RESOLUTION

The parties may agree to settle any disputes under this Agreement by submitting the dispute to arbitration or other means of alternate dispute resolution, such as mediation. No arbitration or alternate dispute resolution arising out of or relating to this Agreement, involving one party's disagreement, may include the other party to the disagreement without the other's approval.

ARTICLE XII
TERMINATION OF AGREEMENT

- A. Notwithstanding any other provision of this Agreement, either party may terminate by giving thirty (30) days' advance written notice to the other party.
- B. This Agreement may be terminated in whole or in part in the event of either party substantially failing to fulfill its obligations under this Agreement. No such termination will be affected unless the other party is given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate and setting forth the reasons specifying the non-performance, and not less than thirty (30) calendar days to cure the failure; and (2) an opportunity for consultation with the terminating party prior to termination.
- C. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT shall immediately cease all services and shall render a final

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

ARTICLE XIII
RESPONSIBILITY FOR CLAIMS AND LIABILITIES

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

ARTICLE XIV
NOTICES

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

To CONSULTANT:

Questcare Medical, PLLC
12221 Merit Drive
Dallas, Texas 75251

To OWNER:

City of Denton
Attn: Purchasing Department
215 East McKinney
Denton, Texas 76201

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

ARTICLE XV
ENTIRE AGREEMENT

This Agreement, consisting of twenty (20) pages and two (2) exhibits, constitutes the complete and final expression of the agreement of the parties, and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

ARTICLE XVI
SEVERABILITY

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

ARTICLE XVII
COMPLIANCE WITH LAWS

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

ARTICLE XVIII
DISCRIMINATION PROHIBITED

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

ARTICLE XIX
PERSONNEL

- A. The CONSULTANT represents that it has or will secure, at its own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of, or have any contractual relations with the OWNER. CONSULTANT shall inform the OWNER of any conflict of interest or potential conflict of interest that may arise during the term of this Agreement.

- B. All services required hereunder will be performed by the CONSULTANT or under its supervision. All personnel engaged in work shall be qualified, and shall be authorized and permitted under state and local laws to perform such services.

ARTICLE XX
ASSIGNABILITY

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

ARTICLE XXI
MODIFICATION

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

ARTICLE XXII
MISCELLANEOUS

- A. The following exhibits are attached to and made a part of this Agreement: (list exhibits)
- B. The OWNER shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. The CONTRACTOR shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within 10 business days of written request. Further, the CONTRACTOR shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow the OWNER similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the OWNER unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the CONTRACTOR which must be payable within five business days of receipt of an invoice. Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in the OWNER'S sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.
- C. Venue of any suit or cause of action under this Agreement shall lie exclusively in Denton County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.
- D. For the purpose of this Agreement, the key persons who will perform most of the work hereunder shall be Thomas Olmsted, DO. However, nothing herein shall limit

CONSULTANT from using other qualified and competent members of its firm to perform the services required herein.

- E. CONSULTANT shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by the OWNER.
- F. The OWNER shall assist the CONSULTANT by placing at the CONSULTANT's disposal all available information pertinent to the Project, including previous reports, any other data relative to the Project, and arranging for the access thereto, and make all provisions for the CONSULTANT to enter in or upon public and private property as required for the CONSULTANT to perform services under this Agreement.
- G. The captions of this Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of this Agreement.

IN WITNESS HEREOF, the City of Denton, Texas has caused this Agreement to be executed by its duly authorized City Manager, and CONSULTANT has executed this Agreement through its duly authorized undersigned officer on this the 13th day of December, 2016.

CITY OF DENTON, TEXAS

DocuSigned by:
Howard Martin
742392382FE7423...

HOWARD MARTIN, INTERIM CITY MANAGER

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: DocuSigned by:
Jennifer Walters
C5BF4FC1821946D...

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

BY: DocuSigned by:
John Knight
C821996C2A2B439...

CONSULTANT

DocuSigned by:
John H. Myers, M.D. VP
7881539F42B04F5...

AUTHORIZED SIGNATURE, TITLE

WITNESS:

2016144525

BY: _____

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

CITY OF DENTON

INSURANCE REQUIREMENTS FOR CONTRACTORS

Bidder's attention is directed to the insurance requirements below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract. Upon bid award, all insurance requirements shall become contractual obligations, which the successful bidder shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

As soon as practicable after notification of bid award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance, containing the bid number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to bid opening, since the insurance requirements may not be modified or waived after bid opening unless a written exception has been submitted with the bid. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

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

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- VII or better**.
- Any deductibles or self-insured retentions shall be declared in the bid proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:
 - Name as additional insured the City of Denton, its Officials, Agents, Employees and volunteers.
 - That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that this

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

- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.
- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled before the expiration date.***
- Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

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

[X] A. General Liability Insurance:

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

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

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

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

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

[X] Automobile Liability Insurance:

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than **\$500,000.00** either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

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

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

Workers' Compensation Insurance

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

Owner's and Contractor's Protective Liability Insurance

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

Professional Liability Insurance

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

Builders' Risk Insurance

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

Commercial Crime

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

Additional Insurance – Medical Malpractice

Other insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific

contract, that requirement will be described in the "Specific Conditions" of the contract specifications.

ATTACHMENT 1

[X] Workers' Compensation Coverage for Building or Construction Projects for Governmental Entities

A. Definitions:

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

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

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

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

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

- 7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

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 signature page.
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.

City of Denton
RFQ 6253 for Medical Control Services

ATTACHMENT E-CONFLICT OF INTEREST QUESTIONNAIRE

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.

Questone Medical Services, PLLC

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

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

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

N/A

Name of Officer

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

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

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

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

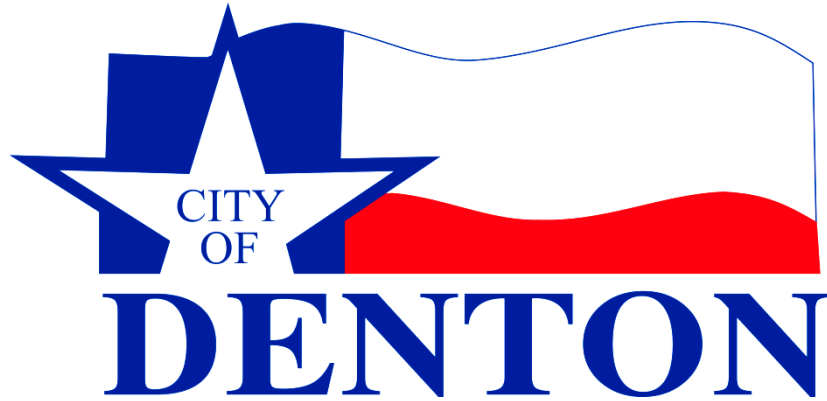
D. Describe each employment or business and family relationship with the local government officer named in this section.

N/A

4 I have no Conflict of Interest to disclose.

5 Questone Medical Services, PLLC - Matt Jones Oct 24, 2016
 Signature of vendor doing business with the governmental entity Assoc. Gen Counsel Date

Exhibit A
City of Denton's Request for Qualifications
No. 6253



**Materials Management Department
901-B Texas Street
Denton, Texas 76209**

**REQUEST FOR QUALIFICATIONS
RFQ 6253**

**PROFESSIONAL SERVICES FOR MEDICAL CONTROL SERVICES
FOR THE CITY OF DENTON FIRE DEPARTMENT**

NIGP CLASS and ITEM

918	78
990	37

**Issue Date: October 3, 2016
Response due Date and Time (Central Time):
Tuesday, October 25, 2016, 11:00 A.M.**

The City highly recommends that respondents do not wait until minutes before the due date and time to email a submission.

It can take significant time for the submissions to reach the City.

City of Denton
RFQ 6253 for Medical Control Services

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Exhibit 1	NOT APPLICABLE
Exhibit 2	General Provisions, Standard Terms and Conditions and Appendices
Exhibit 3	Scope of Work
Exhibit 4	NOT APPLICABLE
Exhibit 5	NOT APPLICABLE
Exhibit 6	NOT APPLICABLE

City of Denton
RFQ 6253 for Medical Control Services

1. INTRODUCTION

In accordance with the provisions of Texas Government Code, Chapter 2254, the City of Denton (the City) is requesting submissions to contract with an individual or business with considerable experience in providing the services of this solicitation. The responses shall be submitted to the City of Denton in a sealed submission.

The awarded individual or business shall possess a proven track record of using innovative approaches to providing services that represent the best value to their clients. The awarded individual or business shall have the ability to accomplish all aspects of the requested services. The selected individual or firm should be able to provide innovative methods to deal with municipal challenges, and cost effective solutions.

2. SERVICE DESCRIPTION

The City is seeking a professional services contract for medical control services for the Fire Department.

The products and services shall be accomplished per all exhibits identified in the table of contents.

3. MINIMUM QUALIFICATIONS

The following minimum requirements must be demonstrated in order for the submission to be **considered responsive** to the City of Denton. Any submission received, which is determined to not meet these mandatory requirements shall be immediately disqualified and rejected as non-responsive.

- Ability to provide 24-hours/7-days/365-days a year on-line medical direction to the City's Fire Department personnel.
- Three years of experience in providing medical advisory services to similar size Fire Departments within the state of Texas. This includes a comprehensive knowledge of the Texas State Board of Medical Examiners' EMS regulations for Medical Directors.
- The medical advisor(s) assigned to the City under this contract shall be a State of Texas Board Certified Emergency Medicine Physician who has been board certified for at least three years. The physician shall have a good standing status with the Texas State Board of Medical Examiners.
- Three (3) references from governmental entities for the services requested. The City prefers references from municipalities of similar size.
- The responding individual or business must be registered in the State of Texas, or the County of Denton, to provide the products or services required in the solicitation, and the individual or business must have all licensure required by the State to provide any services required under this contact.

City of Denton
RFQ 6253 for Medical Control Services

To learn how to obtain information about filing with the State of Texas, or obtaining copies or certificates from the Secretary of State visit Webpage: <http://www.sos.state.tx.us/corp/copies.shtml>; Phone 512-463-5578; or email corpcert@sos.state.tx.us.

- Submittal documents including a cover sheet, Solicitation Checklist, Attachments A -F and any additional requirements, per the method described in SUBMITTAL INSTRUCTIONS.

4. SCHEDULE OF EVENTS

The City of Denton reserves the right to change the dates indicated below:

Solicitation Schedule:

Issue Solicitation:	10/3/2016
Deadline for Submission of Questions:	10/12/2016 at 11:00 AM Central
Deadline for Submission of Responses:	10/25/2016 at 11:00 AM Central
Evaluate and rank initial results:	11/4/2016
Interview with top ranked firm, if necessary:	11/7/2016 to 11/9/2016
Completion of Negotiations:	11/15/2016
Official Award:	12/6/2016

The City of Denton is using the solicitation 'Issue Date' as noted in the Schedule of Events above as the official 30 day notification requirement for an interview with a firm.

5. PRE-SUBMITTAL CONFERENCE

There will be no pre-submittal conference for this solicitation.

6. CONTRACT TERM

It is the intention of the City of Denton to award a contract for a one (1) year period. The City and the Awarded Contractor shall have the option to renew this contract for an additional two (2) one-year periods. Materials and services undertaken pursuant to this solicitation will be required to commence within fourteen (14) days of delivery of a Notice to Proceed.

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 in accordance with the provision of the section titled "price adjustments", or the section(s) titled "termination" in Exhibit 2. 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.

7. PRICING

This contract is for professional services as defined in the Texas Government Code 2254 and price shall not be solicited. The City will select a firm on the basis of demonstrated competence and qualifications to perform the services described in this RFQ. Once the most qualified firm is selected, a fair and reasonable price will be set. The professional fees under this contract may not exceed any maximum provided by law.

City of Denton
RFQ 6253 for Medical Control Services

8. ADDENDA

Respondents are required to acknowledge addenda with their submission. Respondents will be responsible for monitoring the City of Denton Purchasing website at www.dentonpurchasing.com to ensure they have downloaded and signed all addenda required for submission with their submission. Respondents should acknowledge each individual addendum on Attachment F.

9. BUSINESS OVERVIEW

Respondent shall complete the Business Overview Questionnaire as applicable per Attachment A.

10. STATEMENT OF QUALIFICATIONS

Statement of Qualification should be no longer than 25 pages. All pages with the exception of the front cover, the back cover and qualified divider sheets will be counted in the 25 pages. In order to be considered a qualified divider sheet, the page may have a description (i.e. Potential Team Members, Experience, etc.) or a numeral on the divider tab only. Cover letters (if bound into the SOQ) will be included in the page count. Please include at a minimum the following:

- Executive Summary: this section of the proposal response that should provide an overview of the proposed services by your firm including a description of the following:
 - Office locations and resources available including the location of your office where the majority of the work on the contract will be performed and the approximate number of employees in that office.
 - A detailed accounting of your firms' background and experience in Medical Control Services. Include current and past contracted services performed for other Fire Departments.
 - A plan for conferring on a regular basis with the City of Denton City Council and City of Denton staff.
- Medical Control Services: this section of the proposal response that should clearly articulate the services offered and provide a description of the following:
 - A list and general description of experience that would indicate your firm's ability to perform the work being considered on a 24-hours/7-days/365-days basis.
 - Proposed Quality Assurance/Quality Improvement process, which includes the following:
 - Potential EMS Tiered Response.
 - Identify Training Requirements/Remedial Training.
 - Ways that you ensure that Patient Charting is being completed properly.
 - Number of random ride-outs you are proposing monthly.
 - Experience with Emergency Medical Dispatching.

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- Professional Experience Summary: this section of the proposal response should demonstrate your business's expertise in Medical Control Services and provide the following:
 - Qualification and experience of the firm – include the following: description of experience in providing medical advisory services to similar size Fire Departments located in Texas and a copy of certificates from the Texas State Board of Medical Examiners. Describe how long the physicians have been board certified and his or her status with the Board.
 - Describe the physicians' comprehensive knowledge of the Texas State Board of Medical Examiners' EMS regulations for Medical Directors.
 - Resumes of key personnel to be assigned to this contract with an organizational chart.
 - Identify any additional personnel that will service the City of Denton contract.

- References Summary:
 - Identify at least three (3) references where Medical Control Services have been provided to entities similar to the City of Denton. For each reference, please ensure that you include the name of the contact person, address, phone number, and email address, and the period of time for which your business has represented the entity.

11. EXCEPTIONS

The Request for Qualifications (RFQ) process allows for negotiation of the terms and conditions of this proposal. The respondent shall note any exceptions to the solicitation document, on Attachment B. The exceptions will be reviewed to ensure they meet the minimum specifications and requirements and will be ranked in accordance with the evaluation criteria. The City reserves the right to accept, reject or negotiate the exceptions provided.

Respondents shall itemize all exceptions on Attachment B. Additional pages may be added as necessary. **Do not mark or change the text of the solicitation document, exceptions shall be noted only on Attachment B.**

If no exceptions are taken, the respondent shall sign and return Attachment B in the appropriate signature block.

12. SCHEDULE AND BUDGET COMPLIANCE SCHEDULE

Not applicable

13. REFERENCES

Respondents shall provide a list of three references as noted in Attachment D as well as in the Statement of Qualifications (Section 10) to be submitted.

14. DISCLOSURES

City of Denton
RFQ 6253 for Medical Control Services

The individual or business must disclose any business relationship that would have an effect, of a conflict of interest. A conflict of interest statement must be signed as part of the contract negotiated with the awardee(s) (Attachment E).

15. ACKNOWLEDGEMENT

Submit a signed acknowledgement by authorized agent of the responding firm (Attachment F).

16. SUBMITTAL INSTRUCTIONS

The City of Denton will accept electronic or hard copy submittals until the date and time on the cover sheet of this solicitation. Any submission received after the date and/or hour set for solicitation opening will be returned unopened.

Electronic submittals may be emailed to ebids@cityofdenton.com with the solicitation number and name in the subject line. Please consolidate attachments as much as possible, and do not exceed 35MB total for attachments. Emails received by the City will remain unopened until after the due date and time. Only authorized Materials Management Staff will have access to the e-bid email inbox. Please do not email the buyer directly to ensure security of the proposal. **Electronic proposals must be received by the City before the due date and time. The date and time used by the City shall be the official time. It is highly recommended that respondents do not wait until minutes before the due date and time to email their submission. It can take significant time for the email to reach the City.**

Hard copy submissions may be hand delivered (by firm or express courier) to the address listed below:

City of Denton
Materials Management
RFQ #6253 – Medical Control Services for Fire Department
901B Texas Street
Denton, TX 76209

The City of Denton reserves the right to accept or reject in part or in whole any submission, and to waive technicalities of the submission, in the best interest of obtaining best value for the City.

Each respondent is responsible for taking the necessary steps to ensure their submission is received by the date and time noted herein. The City is not responsible for missing, lost or late mail or any mail or email delays, internal or external, that may result in the submission arriving after the set time.

a. Submission Format

Respondents shall provide detailed information to allow the City to properly evaluate the submission. The City requests the following format be used:

- a. Hard copy submissions shall be bound only utilizing a staple or binder clip. Do not submit responses in a binder or file folder.
- b. Entire submission shall be no more than 200 pages in length
- c. Utilize tabs to identify exhibits and attachments

City of Denton
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- d. The submission shall be in the following order:
1. Coversheet – including Solicitation number and name, firm name, address, contact name, phone, fax, website and email address.
 2. Completed Solicitation Checklist
 3. Attachment A- Business Questionnaire
 4. Attachment B - Exception Form
 5. Attachment C - Safety Record (if applicable, form will be attached)
 6. Attachment D - References
 7. Attachment E - Conflict of Interest Questionnaire Form
 8. Attachment F - Signed Acknowledgement form
 9. Appendices may be used for additional documentation or clarification at the respondent's option.
- e. Hard Copy submittals shall include one (1) original signed by an officer authorized to bind the firm, and three (3) copies of the completed response.
- f. Submit response, before the published due date. Hard copy submittals must be in a sealed envelope with the solicitation number and name.

b. Electronic Submission Requirements

If a respondent is only submitting a hard copy, they shall provide a flash drive, containing a complete copy of the response to this solicitation, or submit electronically to ebids@cityofdenton.com. Emails to the City should include the RFP number and name in the subject line, consolidate attachments as much as possible, and not exceed 35MB total. Please do not email the buyer directly to ensure security of the proposal

17. EVALUATION PROCEDURES

Selection of a firm(s) to provide the aforementioned materials and services shall be in accordance with the City of Denton Purchasing Policies and procedures and the State of Texas Government Code 2254. The City of Denton shall open all submissions and evaluate each respondent in accordance to the below criteria:

Step 1: The City of Denton will evaluate the submission in accordance with the selection criteria and will rank the firms on the basis of the submittals. The City of Denton, reserves the right to consider information obtained in addition to the data submitted in the response. The selection criterion is listed below:

a) Demonstrated experience, qualifications, and credentials of the Responding Firm and key personnel available for this contract (FACTOR: 20%).

The qualifications of the respondent in terms of experience, service capability and resources will be reviewed in order to assess the ability of the respondent to successfully complete the project assignment. The firm's ability to provide the necessary professional and technical expertise and supervision will be a major consideration.

The qualifications and experience of the individuals who will be directly assigned to the primary areas is a major evaluation factor to be considered. The personnel cited shall be designated as to whether they are an employee, consultant or contract employee of the

City of Denton
RFQ 6253 for Medical Control Services

RFQ respondent. Their educational and professional credentials as well as direct experience on similar projects will be considered in evaluating the respondent. Experience with other municipally funded contracts and familiarity with municipal requirements and procedures will also be considered in the evaluation process.

b) Identification and understanding of the City's requirements for this contract (FACTOR: 20%)

The respondent's understanding of the objectives and scope of the requested services of the primary areas, in a clear and concise, written expression. The respondent will provide all the appropriately requested criteria consideration to be a critical component of the evaluation. The objectives and scope of required services include the following: proposed medical control procedures for the Fire Department's quality assurance, quality improvement, demonstrated ability to incorporate tiered response protocols, educational plan for Fire personnel, oral presentation and staff training skills, and overall response to the solicitation.

c) Past Performance and demonstrated capability on contracts with Fire Departments of this size and complexity (FACTOR: 60%).

The respondent's successful experience in contracts within the primary areas similar to the scope of work requested in this RFQ will be a major consideration. Based on the past performance of both the individual contracted personnel and the responding firm, the City of Denton will determine if the respondent has the track record to provide the required services in successfully administering similar professional services.

The total possible score of the submissions shall be scored and weighted as indicated above, Step 1 items a-c. Based on the outcome of the computations performed, each submission will be assigned a raw score. The assigned weight will then be applied to these scores to calculate an overall score for each submission for completion of the final scoring process.

Step 2: City of Denton will proceed to negotiate a contract with the highest ranked firm. The City may elect to conduct oral discussions, request clarifications, and presentations concerning the project approach and ability to furnish the requirements, as part of the negotiation process.

Provided the City of Denton cannot successfully contract with the highest ranked firm, the City of Denton shall formally, and in writing, end all negotiations with that firm and the City of Denton may elect to proceed to negotiate with the next firm in the order of the selection ranking until a contract is reached or negotiations with all ranked firms end, in accordance with Texas Government Code 2254.

Step 3: A written recommendation will be presented to the appropriate approving authority for the City of Denton (the City Manager, Public Utility Board, City Council) requesting authorization to proceed with contract execution for the proposed services.

In accordance with Local Government Code 252.049, trade secrets and confidential information in competitive sealed proposals are not open for public inspection. All submissions shall be opened in a

City of Denton
RFQ 6253 for Medical Control Services

manner that avoids disclosure of the contents to competing respondents and keeps the responses secret during negotiations. A public opening will not be conducted with this process.

After the contract has been awarded all submissions will be open for public inspection, and the unsuccessful respondent(s) may request a debriefing regarding their submittal. Please contact the City of Denton Materials Management staff to document the request for a debriefing. A meeting with the City of Denton Materials Management Staff and the using Division will be scheduled within a reasonable time.

18. CONTACT BETWEEN RESPONDENT AND THE CITY

Respondents shall direct all inquiries and communications concerning this solicitation to the Point of Contact(s) listed below:

Cindy Alonzo, CPPB, CTL, A.P.P.
Buyer
901-B Texas Street
Denton, TX 76209
(940) 349-7100
Fax: (940) 349-7302
Cynthia.Alonzo@cityofdenton.com

City of Denton
RFQ 6253 for Medical Control Services

SOLICITATION CHECKLIST

Check when Completed	Task to be Completed by Respondent
	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
	Statement of Qualifications
	Attachment B – Exception Form
	Attachment C – Schedule and Budget Compliance Form
	Attachment D – Reference Form
	Attachment E – Conflict of Interest Questionnaire Form – <u>with signature</u>
	Attachment F - Acknowledgment
	Acknowledgment of Addenda
	Submission signed by authorized officer, in the order specified below
	<u>Hard Copy Submission:</u> If submitting a hard copy, the City requires one (1) original and three (3) copies.
	<u>Electronic Submission:</u> If submitting an electronic proposal only, email to Ebids@cityofdenton.com with the Solicitation # and name in the subject line.

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

Order for Submission	Document
1	Cover Sheet
2	Solicitation Checklist
3	Attachment A- Business Overview Questionnaire
4	Statement of Qualifications
5	Attachment B – Exception Form
6	Attachment C- Schedule and Budget Compliance Form
7	Attachment D – Reference Form
8	Attachment E – Conflict of Questionnaire Form
9	Attachment F - Acknowledgment

City of Denton
RFQ 6253 for Medical Control Services

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:

- Address:

- Agent Authorized to sign contract (Name):

- Agent's email address:

2. Subsidiary of:

3. Organization Class (circle):

Partnership Corporation Individual Association

4. Tax Payer ID#:

5. Date Established:

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?

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

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.)

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.

City of Denton
RFQ 6253 for Medical Control Services

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).

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?
http://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=STANDARDS&p_toc_level=1&p_keyvalue=1926

13. **Provide details to support the evaluation criteria, including experience and capabilities.**

14. **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.

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

Signature

Company

Date

City of Denton
RFQ 6253 for Medical Control Services

ATTACHMENT B-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

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 Company Date

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

Signature Company Date

City of Denton
RFQ 6253 for Medical Control Services

ATTACHMENT C- SCHEDULE & BUDGET COMPLIANCE FORM

NOT APPLICABLE

City of Denton
RFQ 6253 for Medical Control Services

ATTACHMENT D-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: _____

LOCATION: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE TWO

GOVERNMENT/COMPANY NAME: _____

LOCATION: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE THREE

GOVERNMENT/COMPANY NAME: _____

LOCATION: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

City of Denton
RFQ 6253 for Medical Control Services

ATTACHMENT E-CONFLICT OF INTEREST QUESTIONNAIRE

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.	
<p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. <i>See</i> Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	
1	Name of vendor who has a business relationship with local governmental entity.
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7 th 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. <div style="text-align: center;"> _____ Name of Officer </div> <p>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.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>
4	<input type="checkbox"/> I have no Conflict of Interest to disclose.
5	_____ Signature of vendor doing business with the governmental entity
	_____ Date

City of Denton
RFQ 6253 for Medical Control Services

ATTACHMENT F-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 _____	Received _____
Addendum No 2 Dated _____	Received _____
Addendum No 3 Dated _____	Received _____

NAME AND ADDRESS OF COMPANY:

Tel. No. _____

Email. _____

AUTHORIZED REPRESENTATIVE:

Signature _____

Date _____

Name _____

Title _____

Fax No. _____



Materials Management Department
901-B Texas Street
Denton, Texas 76209
940-349-7100
purchasing@cityofdenton.com

RFQ 6253
Exhibit 2
General Provisions –Terms and Conditions for Professional
Services

The following document provides details of the City's General Provisions, Terms and Conditions, insurance requirements and sample contract for professional services. This exhibit governs the solicitation and supporting exhibits as identified in the Main Document Table of Contents.

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A. GENERAL PROVISIONS

1. SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail or the apparent omission from it of a detailed description concerning any point, shall be regarded as a meaning that the only best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

2. RESPONDENTS COST TO DEVELOP SUBMITTAL

Respondents to this solicitation are responsible for all costs of submittal preparation, delivery and any oral presentations required as part of the selection process. All materials submitted in response to the solicitation become property of the City of Denton and will be returned only at the option of the City.

3. MINIMUM RESPONSE

Submittals that do not, at a minimum, contain the Attachments and Exhibit 1 Pricing Sheet will be subject to **disqualification** at the sole discretion of the City of Denton. If any firm submitting a proposal is a corporation, it must be registered to conduct business in the State of Texas. Proof of this registration **must be included** as part of the submittal.

4. VALIDITY PERIOD

The information included in the solicitation response(s), and any cost information obtained from a negotiation process, remain valid for 120 days from the response due date or until the contract is approved by the governing body.

5. REJECTION OF SUBMITTAL

ANY PROPOSAL SUBMITTED AFTER THE DUE DATE AND TIME SPECIFIED WITHIN SECTION III, SHALL BE REJECTED. THE CITY SHALL REJECT RESPONSES SUBMITTED BY FIRMS THAT DO NOT MEET MINIMUM QUALIFICATIONS.

The City of Denton reserves the right to reject any and all submittals received in response to the solicitation and to waive any minor technicalities or irregularities as determined to be in the best interest of the City.

6. PROPRIETARY INFORMATION

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If a respondent does not desire proprietary information in the submission to be disclosed, the respondent shall identify all proprietary information in the submission. This identification will be accomplished by individually marking each page or line item detail with the words “Proprietary Information”. If the respondent fails to identify proprietary information, the respondent agrees that by submission of its response, that those sections shall be deemed non-proprietary and made available upon public request. Respondents are advised that the City, to the extent permitted by law, will protect the confidentiality of all submissions. Respondent shall consider the implications of the Texas Public Information Act, particularly after the solicitation process has ceased and the contract has been awarded. While there are provisions in the Texas Public Information Act to protect proprietary information, where the respondent can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met will not be decided by the City of Denton, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the respondent, who may then request an opinion from the Attorney General pursuant to 552.305, Texas Government Code. The City will not make a request of the Attorney General.

7. NON-ENDORSEMENT

If a submission is accepted, the successful respondent shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City of Denton’s endorsement of the successful respondent’s services.

8. ASSIGNMENT

The successful contractor shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the Purchasing Manager.

9. UNAUTHORIZED COMMUNICATIONS

After release of this solicitation, respondent contact regarding this solicitation with members of the evaluation, interview or selection panels, employees of the City or officials of the City other than the Purchasing Manager, or authorized City of Denton purchasing staff, or as otherwise indicated is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the respondent shall have any contact or discussion, verbal or written, with any members of the City Council, members of the evaluation, interview, or selection panels, City staff or City’s consultants, or directly or indirectly through others, seeking to influence any City Council member, City staff, or City’s consultants regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any respondent violates the foregoing prohibition by contacting any of the above listed parties with who contact is not authorized, such contact may result in the respondent being disqualified from the

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procurement process. Any oral communications are considered unofficial and non-binding with regard to this solicitation.

10.DISQUALIFICATIONS

Any terms and conditions attached to a solicitation will not be considered unless specifically referred to on a solicitation and may result in disqualification. Any submissions that do not clearly outline all qualifications may be disqualified.

11.INTELLECTUALLY PROPERTY INDEMNIFICATION

The contractor will indemnify, defend and hold harmless the City of Denton, and its authorized users, against any action or claim brought against the City of Denton, or its authorized users that is based on a claim that software infringes any patent rights, copyright rights or incorporated misappropriated trade secrets. Contractor will pay any damages attributable to such claim that are awarded against the City of Denton or its authorized users, in a judgment or settlement. If the City of Denton or its authorized users' utilization of the software becomes subject to a claim, or is likely to become subject to a claim, in the sole opinion of the City of Denton, or its authorized users, the Contractor shall, at its sole expense (1) procure for City of Denton or its authorized users, the right to continue using such software under the terms of this Contract; or (2) replace or modify the software so that it is non-infringing.

12.RIGHTS TO DATA, DOCUMENTS, AND COMPUTER SOFTWARE (GOVERNMENTAL ENTITY OWNERSHIP)

Any software, research, reports studies, data, photographs, negatives or other documents, drawings or materials prepared by contractor in the performance of its obligations under this contract shall be the exclusive property of the City of Denton and all such materials shall be delivered to the City by the contractor upon completion, termination, or cancellation of this contract. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of contractor's obligations under this contract without the prior written consent of the City; provided, however, that contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the work.

The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

13.PATENT RIGHTS

The contractor agrees to indemnify and hold harmless the City from any claim involving patent right infringement or copyrights on goods supplied.

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14.AWARD

The City will award the contract to the firm on the basis of demonstrated competence for a fair and reasonable fee.

15.CONTRACTS

The successful awarded vendor will be required to sign an original contract. A sample contract is provided in Appendix B – Sample Contract. Respondents shall review the document and note exceptions in the proposal.

16.INSURANCE

The City requires standard insurance for services performed on site. The successful awarded vendor will be required to provide a certificate of insurance as outlined in Appendix A – Insurance requirements. Respondents shall review the document and note exceptions on Attachment B.

17.CHANGES DURING CONTRACT TERM

The awarded contractor shall not change specifications during the contract term without prior approval. Any deviation in the specifications or change must be approved in advance by the City of Denton. Notice of a change shall be submitted in writing to purchasing@cityofdenton.com, with the solicitation number in the subject line, for review. Services found to have changed specifications without notification, and acceptance, will be returned at the supplier's expense.

18.ADDING NEW PRODUCTS OR SERVICES TO THE CONTRACT AFTER AWARD

Following the Contract award, ADDITIONAL services or products of the same general category that could have been encompassed in the award of this contract, and that are not already on the contract, may be added. A formal written request may be sent to successful Contractor (s) to provide a proposal on the additional services and shall submit proposals to the City of Denton as instructed. All prices are subject to negotiation. The City of Denton may accept or reject any or all pricing proposals, and may issue a separate solicitation for the services/products after rejecting some or all of the proposals. The commodities and services covered under this provision shall conform to the statement of work, specifications, and requirements as outlined in the request.

19.SAFETY AND ENVIRONMENTAL HAZARDS

The City does not warrant or guarantee against the possibility that safety or environmental hazards or potential hazards (including premises and special defects) may

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exist at the City’s facilities. The Contractor shall be responsible for identifying any hazardous conditions and notifying the City of these conditions in writing no later than 30 days after contract award and prior to initiation of service delivery on the property. This will be accomplished by the Contractor conducting an environmental assessment and an occupational health, and safety inspection of the service bay or field service areas by competent, qualified and appropriately licensed practitioners. The costs of these inspections and any subsequent corrective action will be negotiated between the City and the Contractor.

All contractors to the City of Denton are required to ensure absolute safety standards are applied and enforced. The City of Denton will not be responsible for individual contractor safety, and the awarded contractor shall not hold the City of Denton responsible. Known hazards shall immediately be reported and all safety precautions shall be taken to prevent potential safety issues from occurring.

20.CONTRACTOR STANDARDS OF PERFORMANCE

Monthly Time Standards - Contractors shall fully understand that the City relies on the product or service of the solicitation to provide vital municipal services, and the availability and reliability of the equipment is of the essence. With this in mind, the Contractor shall meet the following performance standards at all times. Labor disputes, strikes, and other events, except those beyond the Contractor's control such as acts of God, shall not relieve the Contractor from meeting these standards. For service category, the Contractor must ensure the given level of service is achieved, within the designated number of working hours.

Contractor shall deliver goods or services within specified delivery times for 95% of all orders.

21.ANTICIPATED PROBLEMS AND PROPOSED SOLUTIONS

Respondent shall offer written observations, based upon previous experiences in public projects of this magnitude, addressing any anticipated problems and offer proposed solutions to those problems.

22.ADDITIONAL GENERAL REQUIREMENTS

- a. Prior to commencement of the services, the City and selected individual or business will conduct an initial meeting to review the overall scope, schedule, deliverables and planning process to implement a successful program.
- b. The awarded Contractor shall provide to the City of Denton, detailed reports of time and services provided to the City on a monthly basis.

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- c. Staff available to assist the selected provider is limited; the proposals submitted should not anticipate extensive staff assistance during equipment repairs or maintenance.

23.PAYMENT AND PERFORMANCE REQUIREMENTS

A. PAYMENT AND INVOICES:

Payment processing: The City review, inspection, and processing procedures for invoices ordinarily require thirty (30) days after receipt of invoices, materials, or services. Submissions which call for payment before thirty (30) days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the Purchasing Manager, the review, inspection, and processing procedures can be completed as specified. It is the intention of the City of Denton to make payment within thirty days after receipt of valid invoices for which items or services have been received unless unusual circumstances arise. The 30 day processing period for invoices will begin on the date the invoice is received or the date the items or services are received, **whichever is later**.

Direct deposit for payments: Contractors are encouraged to arrange for receiving payments through direct deposit. Information regarding direct deposit payments is available from the City of Denton Purchasing website: www.dentonpurchasing.com.

Invoices shall be sent directly to the City of Denton Accounts Payable Department, 215 E McKinney St, Denton, TX, 76201-4299. A pro-forma invoice shall be sent to the contract administrator as identified in the Notice to Proceed. It is the intention of the City of Denton to make payment on completed orders within thirty days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided, if applicable, and must reference the City of Denton Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

B. PAYMENT TO PERFORMANCE MILESTONES

Awarded contractor shall prepare and **submit invoices after completion of specific project milestones**. The invoice shall detail the major milestones accomplished and detailed cost information for project. These milestones shall be submitted to the City of Denton and the City's Project Staff shall review such for completion and accuracy, prior to payment authorization.

C. TAX EXEMPTION

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The City of Denton qualifies for sales tax exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act. Any Contractor performing work under this contract for the City of Denton may purchase materials and supplies and rent or lease equipment sales tax free. This is accomplished by issuing exemption certificates to suppliers. Certificates must comply with State Comptroller's ruling #95-0.07 and #95-0.09.

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B. STANDARD PURCHASE TERMS AND CONDITIONS

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton’s contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor 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 seller’s proposal response, invoice or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, 22 and 32 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.

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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.

The contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

10. WORKFORCE

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

Environmental Protection: The 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

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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;
- v. reasonable evidence that the Contractor’s obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- vi. failure of the Contractor to submit proper invoices with purchase order number, with all required attachments and supporting documentation; or
- vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given 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

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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. During the term of this contract, the contractor shall bill and the City shall reimburse contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

15. FINAL PAYMENT AND CLOSE-OUT:

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the 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.

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.

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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. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming

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deliverables, at the City’s option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City’s rights under this section.

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

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

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.

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

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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.

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

32. **INSURANCE:** The following insurance requirements are applicable, in addition to the specific insurance requirements detailed in **Appendix A** for services only. 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. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

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

- vii. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- viii. If insurance policies are not written for amounts agreed to with the City, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- ix. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where

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policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

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 affect 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

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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: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.

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.

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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.

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. The contractor is expressly free to advertise and perform services for other parties while performing services for the City.

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.

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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:

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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. 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

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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 contract, 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: The contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at <http://www.dol.gov/whd/contracts/dbra.htm> and at the Wage Determinations website www.wdol.gov for Denton County, Texas (WD-2509).

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 Workers' 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.

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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.

Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

- 1. Final negotiated contract**
- 2. RFP/Bid documents**
- 3. City's standard terms and conditions**
- 4. Purchase order**
- 5. Supplier terms and conditions**

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APPENDIX A- INSURANCE REQUIREMENTS AND WORKERS' COMPENSATION REQUIREMENTS

Respondent's attention is directed to the insurance requirements below. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal/Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

As soon as practicable after notification of contract award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

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

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:
 - Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.
 - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

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- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.
- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***
- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

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

A. General Liability Insurance:

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

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

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

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

- Bodily injury and Property Damage Liability for premises, operations, products and

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completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.

- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

[X] Automobile Liability Insurance:

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

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

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

[X] Workers' Compensation Insurance

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

[] Owner's and Contractor's Protective Liability Insurance

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

[] Fire Damage Legal Liability Insurance

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

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Professional Liability Insurance – Medical Malpractice

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

Builders' Risk Insurance

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

Environmental Liability Insurance

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

Riggers Insurance

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

Commercial Crime

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

Additional Insurance – Medical Malpractice

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

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ATTACHMENT A

[X] Workers' Compensation Coverage for Building or Construction Projects for Governmental Entities

A. Definitions:

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

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

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

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

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

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

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

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APPENDIX B – SAMPLE CONTRACT

**PROFESSIONAL SERVICES AGREEMENT
FOR _____**

STATE OF TEXAS §

COUNTY OF DENTON §

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20_____, by and between the City of Denton, Texas, a Texas municipal corporation, with its principal office at 215 East McKinney Street, Denton, Denton County, Texas 76201, hereinafter called “OWNER” and _____, with its corporate office at _____, hereinafter called “CONSULTANT,” acting herein, by and through their duly authorized representatives.

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

ARTICLE I
EMPLOYMENT OF CONSULTANT

The OWNER hereby contracts with the CONSULTANT, as an independent contractor, and the CONSULTANT hereby agrees to perform the services herein in connection with the Project as stated in the sections to follow, with diligence and in accordance with the highest professional standards customarily obtained for such services in the State of Texas. The professional services set out herein are in connection with the following described project:

The Project shall include, without limitation, (herein describe project)

ARTICLE II
SCOPE OF SERVICES

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

- A. The CONSULTANT shall perform all those services as necessary and as described in the OWNER’s _____ (describe any request for proposal which the OWNER has utilized to solicit the CONSULTANT’s services), which is attached hereto and made a part hereof as Exhibit “A” as if written word for word herein.
- B. To perform all those services set forth in CONSULTANT’s _____ (describe any proposal of CONSULTANT which has been provided including the date of said proposal), which proposal is attached hereto and made a part hereof as Exhibit “B” as if written word for word herein.

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- C. CONSULTANT shall perform all those services set forth in individual task orders which shall be attached to this Agreement and made a part hereof for all purposes as separate agreements. (If CONSULTANT is a professional engineer and you wish to list specific services of the CONSULTANT, please list all specific engineering services to be provided, including the preparation of detailed plans and specifications.)
- D. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits or task orders.

ARTICLE III
ADDITIONAL SERVICES

(To be used if CONSULTANT is an engineer.) Additional services to be performed by the CONSULTANT, if authorized by the OWNER, which are not included in the above-described Basic Services, are described as follows:

- A. During the course of the Project, as requested by OWNER, the CONSULTANT will be available to accompany OWNER's personnel when meeting with the Texas Natural Resource Conservation Commission, U.S. Environmental Protection Agency, or other regulatory agencies. The CONSULTANT will assist OWNER's personnel on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the OWNER's compliance efforts.
- B. Assisting OWNER or contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by CONSULTANT on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- C. Sampling, testing, or analysis beyond that specifically included in Basic Services.
- D. Preparing copies of computer-aided drafting (CAD) electronic data bases, drawings, or files for the OWNER's use in a future CAD system.
- E. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- F. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the OWNER.
- G. Providing geotechnical investigations for the site, including soil borings, related analyses, and recommendations.

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H. (List any additional services not included in Basic Services.)

ARTICLE IV
PERIOD OF SERVICE

This Agreement shall become effective upon execution of this Agreement by the OWNER and the CONSULTANT and upon issue of a notice to proceed by the OWNER, and shall remain in force for the period which may reasonably be required for the completion of the Project, including Additional Services, if any, and any required extensions approved by the OWNER. This Agreement may be sooner terminated in accordance with the provisions hereof. Time is of the essence in this Agreement. The CONSULTANT shall make all reasonable efforts to complete the services set forth herein as expeditiously as possible and to meet the schedule established by the OWNER, acting through its City Manager or his designee.

ARTICLE V
COMPENSATION

A. COMPENSATION TERMS:

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

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

Partial payments to the CONSULTANT will be made on the basis of detailed monthly statements rendered to and approved by the OWNER through its City Manager or his designee; however, under no circumstances shall any monthly statement for services exceed the value of the work performed at the time a statement is rendered. The OWNER may withhold the final five percent (5%) of the contract amount until completion of the Project.

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

City of Denton
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required to make any payments to the CONSULTANT when the CONSULTANT is in default under this Agreement.

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

- C. **ADDITIONAL SERVICES:** For additional services authorized in writing by the OWNER in Article III, the CONSULTANT shall be paid based on the Schedule of Charges at an hourly rate shown in Exhibit “C.” Payments for additional services shall be due and payable upon submission by the CONSULTANT, and shall be in accordance with subsection B hereof. Statements shall not be submitted more frequently than monthly.
- D. **PAYMENT:** If the OWNER fails to make payments due the CONSULTANT for services and expenses within thirty (30) days after receipt of the CONSULTANT’s undisputed statement thereof, the amounts due the CONSULTANT will be increased by the rate of one percent (1%) per month from the said thirtieth (30th) day, and, in addition, the CONSULTANT may, after giving seven (7) days’ written notice to the OWNER, suspend services under this Agreement until the CONSULTANT has been paid in full all amounts due for services, expenses, and charges, provided, however, nothing herein shall require the OWNER to pay the late charge of one percent (1%) set forth herein if the OWNER reasonably determines that the work is unsatisfactory, in accordance with this Article V, “Compensation.”

ARTICLE VI
OBSERVATION AND REVIEW OF THE WORK

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

ARTICLE VII
OWNERSHIP OF DOCUMENTS

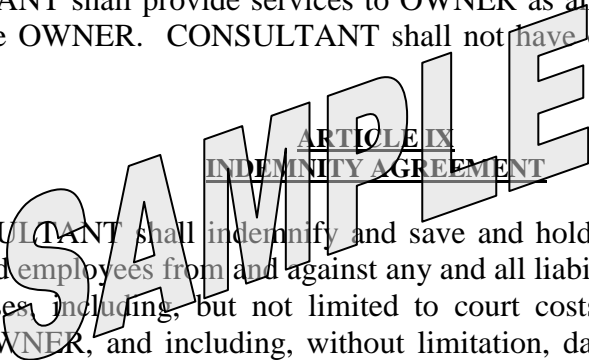
All documents prepared or furnished by the CONSULTANT (and CONSULTANT’s subcontractors or subconsultants) pursuant to this Agreement are instruments of service, and shall become the property of the OWNER upon the termination of this Agreement. The CONSULTANT is entitled to retain copies of all such documents.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

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

ARTICLE VIII
INDEPENDENT CONTRACTOR

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



The CONSULTANT shall indemnify and save and hold harmless the OWNER and its officers, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including, but not limited to court costs and reasonable attorney fees incurred by the OWNER, and including, without limitation, damages for bodily and personal injury, death and property damage, resulting from the negligent acts or omissions of the CONSULTANT or its officers, shareholders, agents, or employees in the execution, operation, or performance of this Agreement.

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

ARTICLE X
INSURANCE

During the performance of the services under this Agreement, CONSULTANT shall maintain the following insurance with an insurance company licensed to do business in the State of Texas by the State Insurance Commission or any successor agency that has a rating with Best Rate Carriers of at least an A- or above:

- A. Comprehensive General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.
- B. Automobile Liability Insurance with bodily injury limits of not less than \$500,000 for each person and not less than \$500,000 for each accident, and with property damage limits of not less than \$100,000 for each accident.
- C. Worker’s Compensation Insurance in accordance with statutory requirements, and Employers’ Liability Insurance with limits of not less than \$100,000 for each accident.

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- D. Professional Liability Insurance with limits of not less than \$1,000,000 annual aggregate.
- E. The CONSULTANT shall furnish insurance certificates or insurance policies at the OWNER's request to evidence such coverages. The General Liability and Auto Liability insurance policies shall name the OWNER as an additional insured. CONSULTANT shall endeavor to provide OWNER with any cancellation or modification to its insurance policies.

ARTICLE XI
ARBITRATION AND ALTERNATE DISPUTE RESOLUTION

The parties may agree to settle any disputes under this Agreement by submitting the dispute to arbitration or other means of alternate dispute resolution, such as mediation. No arbitration or alternate dispute resolution arising out of or relating to this Agreement, involving one party's disagreement, may include the other party to the disagreement without the other's approval.

ARTICLE XII
TERMINATION OF AGREEMENT

- A. Notwithstanding any other provision of this Agreement, either party may terminate by giving thirty (30) days' advance written notice to the other party.
- B. This Agreement may be terminated in whole or in part in the event of either party substantially failing to fulfill its obligations under this Agreement. No such termination will be affected unless the other party is given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate and setting forth the reasons specifying the non-performance, and not less than thirty (30) calendar days to cure the failure; and (2) an opportunity for consultation with the terminating party prior to termination.
- C. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT shall immediately cease all services and shall render a final bill for services to the OWNER within thirty (30) days after the date of termination. The OWNER shall pay CONSULTANT for all services properly rendered and satisfactorily performed and for reimbursable expenses to termination incurred prior to the date of termination, in accordance with Article V "Compensation." Should the OWNER subsequently contract with a new consultant for the continuation of services on the Project, CONSULTANT shall cooperate in providing information. The CONSULTANT shall turn over all documents prepared or furnished by CONSULTANT pursuant to this Agreement to the OWNER on or before the date of termination, but may maintain copies of such documents for its use.

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ARTICLE XIII
RESPONSIBILITY FOR CLAIMS AND LIABILITIES

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

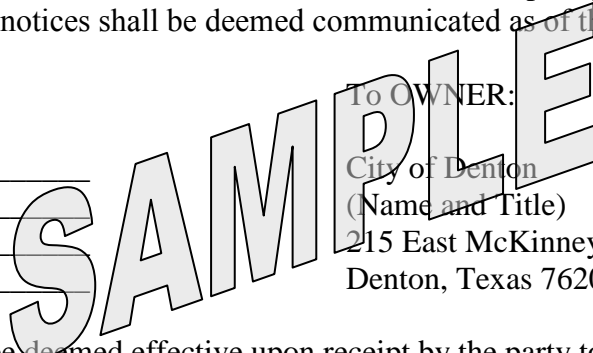
ARTICLE XIV
NOTICES

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

To CONSULTANT:

To OWNER:

City of Denton
(Name and Title)
215 East McKinney
Denton, Texas 76201



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

ARTICLE XV
ENTIRE AGREEMENT

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

ARTICLE XVI
SEVERABILITY

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event,

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the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

ARTICLE XVII
COMPLIANCE WITH LAWS

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

ARTICLE XVIII
DISCRIMINATION PROHIBITED

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

ARTICLE XIX
PERSONNEL

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

ARTICLE XX
ASSIGNABILITY

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

ARTICLE XXI
MODIFICATION

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in

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writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

ARTICLE XXII
MISCELLANEOUS

- A. The following exhibits are attached to and made a part of this Agreement: (list exhibits)
- B. The OWNER shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. The CONTRACTOR shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within 10 business days of written request. Further, the CONTRACTOR shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow the OWNER similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the OWNER unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the CONTRACTOR which must be payable within five business days of receipt of an invoice. Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in the OWNER'S sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.
- C. Venue of any suit or cause of action under this Agreement shall lie exclusively in Denton County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.
- D. For the purpose of this Agreement, the key persons who will perform most of the work hereunder shall be _____ . However, nothing herein shall limit CONSULTANT from using other qualified and competent members of its firm to perform the services required herein.
- E. CONSULTANT shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by the OWNER.

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

IN WITNESS HEREOF, the City of Denton, Texas has caused this Agreement to be executed by its duly authorized City Manager, and CONSULTANT has executed this Agreement through its duly authorized undersigned officer on this the _____ day of _____, 20_____.

CITY OF DENTON, TEXAS

GEORGE C. CAMPBELL, CITY

MANAGER

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

BY: _____

SAMPLE

CONSULTANT

AUTHORIZED SIGNATURE, TITLE

WITNESS:

BY: _____

City of Denton
Solicitation General Provisions –Terms and Conditions
Professional Services

RFQ # 6253
Scope of Work and Services/Technical Specifications
Supply of Service
EXHIBIT 3

The scope of work and services shall be finalized upon the selection of the Firm. The respondent's submission shall have accurately described your understanding of the objectives and scope of the requested products and services and provided an outline of your process to implement the requirements of the scope of work and services. Medical direction will be given primarily in two methods: on-line medical direction, which will primarily be actual communications between the Medical Director or his or her designee and Fire personnel; and off-line medical direction, which will include additional administrative duties of the Medical Director as outlined in the off-line medical direction section below. It is anticipated that the scope of work and services will include, at a minimum, the following:

- 1) On-Line Medical Direction in the following areas:
 - a) On-line services shall be provided as required by the Texas State Board of Medical Examiners' Emergency Medical Services (EMS) regulations for Medical Directors.
 - b) On-line service capable of receiving 12-lead electrocardiogram (EKGs) data from the City of Denton Fire Department (DFD) shall be provided 24 hours a day, 7 days per week (currently DFD transmits data via Physio Control from Lifepak 15s).
 - c) On-line medical control shall be demonstrated with a hospital located within the city limits of Denton.
 - d) Additional on-line services shall be provided during disasters and Mass Casualty Incidents (MCIs).
 - e) Audio recordings shall be maintained of all on-line medical direction and copies will be provided to the designated DFD personnel upon request.
 - f) The Medical Director or a similarly-qualified designee shall be available 24 hours per day, 7 days per week, and 365 days per year.
- 2) Off-Line Medical Direction in the following areas:
 - a) Off-line services shall be provided as required by the Texas State Board of Medical Examiners' EMS regulations for Medical Directors.
 - b) The Medical Director shall be a board certified Emergency Medicine Physician.
 - c) The Medical Director shall provide protocols that will address basic and advanced life support procedures. Two (2) copies, one (1) written and one (1) electronic, of the

protocols shall be provided to the DFD EMS Program Manager no later than 30 days from the start of the contract.

- d) Continuous protocol development and review will be provided with input from the DFD EMS Program Manager and DFD Field Training Officers (FTO). At a minimum, all protocols will be reviewed and/or updated annually.
- e) A Quality Assurance/Quality Improvement Program shall provide a systematic plan and shall include a system that uses audits to drive training needs, protocol development, quality assurance, and quality improvement.
- f) A skills review and protocol test shall be formulated by the Medical Director.
- g) A written remediation plan shall define procedures for DFD employees who fail to meet minimum requirements of the evaluation tools used by the Provider and Texas Department of State Health Services (DSHS).
- h) The Medical Director shall provide EMS Continuing Education (CE) once a quarter (4 times a year). Each CE shall be offered twice to each of the three (3) shifts for a total of six (6) classes per quarter. The current format is EMS CE being offered for three (3) consecutive days with one (1) morning and one (1) afternoon session each day. Each class session shall be approximately three (3) hours in length.
- i) Medical Director shall support DFD efforts to develop specialty courses such as ACLS, BTLS, ITLS, PEPP/PALS and others.
- j) Medical Director shall provide a mechanism that encourages the local medical community to collaborate on issues of concern on a continuous basis.
- k) Medical Director shall enable DFD to use the Medical Director certification(s), DEA #, etc. that is necessary to procure equipment, medications, controlled substances, etc. deemed necessary as outlined in the EMS Protocols.
- l) Medical Director shall conduct an average of two (2) ride outs per month for a total of at least 24 ride outs per year. The length and location of each ride out shall be mutually determined by the Medical Director and the DFD EMS Battalion Chief. The ride out scheduling shall maximize the Medical Director's time for evaluating DFD staff and to provide onsite training for the DFD staff. *(This omitted specification was inserted during contract development phase of the RFQ.)*

Exhibit B

**Questcare's Statement of Qualifications
and Price Proposal**

No. 6253



October 24, 2016

City of Denton
Materials Management
RFQ #6253 – Medical Control Services for Fire Department
901B Texas Street
Denton, Texas 76209

Re: RFP 6253 – Professional Services Contract for Medical Control Services

Gentlemen:

Enclosed is a proposal by Thomas J. Olmsted, DO, and Questcare Medical Services, PLLC, to provide medical control services to the City of Denton. Questcare Medical Services, PLLC (“Questcare”), is a physicians group based in the Dallas-Fort Worth metropolitan area located at 12221 Merit Drive, Dallas, Texas, 75251. Questcare’s phone number is (214) 217-1911 and fax number is (214) 217-1901. If you need to reach a point of contact at Questcare by email, please contact either Matt Innes at matt.innes@questcare.net or me at thomas.olmsted@questcare.net.

You will find in this proposal detailed responses to each of the queries and requirements outlined in the Request for Qualifications. Additionally, I have included other documents that will give you a complete understanding of the services I am able to provide.

Please feel free to contact me at any time with any questions or concerns you may have regarding the proposal.

Sincerely,

Thomas J. Olmsted, D.O.
Associate Medical Director, Denton Regional Medical Center
Medical Director Denton Fire Department
Medical Director Lake Cities Fire Department
Medical Director Sanger Fire Department
Medical Director Ponder Fire Department
Medical Director Justin Fire Department

City of Denton
RFQ 6253 for Medical Control Services

SOLICITATION CHECKLIST

Check when Completed	Task to be Completed by Respondent
	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
✓	Statement of Qualifications
✓	Attachment B – Exception Form
N/A	Attachment C – Schedule and Budget Compliance Form
✓	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.
✓	Electronic Submission: If submitting an electronic proposal only, email to Ebids@cityofdenton.com with the Solicitation # and name in the subject line.

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

Order for Submission	Document
1	Cover Sheet
2	Solicitation Checklist
3	Attachment A- Business Overview Questionnaire
4	Statement of Qualifications
5	Attachment B – Exception Form
6	Attachment C- Schedule and Budget Compliance Form
7	Attachment D – Reference Form
8	Attachment E – Conflict of Questionnaire Form
9	Attachment F - Acknowledgment

City of Denton
RFQ 6253 for Medical Control Services

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:**

The firm's legal name is Questcare Medical Services, PLLC.

• **Address:**

The firm's address is 12221 Merit Drive, Dallas, Texas 75251

• **Agent Authorized to sign contract (Name):**

The agent authorized to sign the contract is: John H. Myers, M.D., Chief Executive Officer of Questcare Medical Services, PLLC.

• **Agent's email address:**

The authorized agent's email address john.myers@qrxmed.com. You may send correspondence regarding these responses to matt.innes@questcare.net or to thomas.olmsted@questcare.net.

2. Subsidiary of:

Questcare Medical Services, PLLC, is a subsidiary of Texas EMI 1, P.A.

3. Organization Class (circle):

Questcare Medical Services, PLLC, is a professional limited liability corporation.

4. Tax Payer ID#:

Questcare Medical Services, PLLC's tax payer ID number is 75-2684562

5. Date Established:

Questcare Medical Services, PLLC ("Questcare"), formerly Questcare Medical Services, P.A., is a Dallas-based group of emergency medicine based physicians formed in 1996.

6. Historically Underutilized Business: 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?

Yes, Questcare's headquarters is located in Dallas, and Questcare provides emergency medical services in eleven hospitals across the Dallas-Fort Worth Metroplex, including Denton Regional Medical Center, and Questcare currently provides EMS medical director services to the City of Denton, and twenty-one other EMS departments in the North Texas area. Questcare also has a longstanding relationship with Denton

Regional Medical Center, where Questcare has been the exclusive provider of emergency physician services for nineteen years and where Questcare provides hospitalist physician services on an exclusive basis. The hospital in turn has a long history with Denton Fire Department in providing support for emergency medical services and is dedicated to continuously improving and solidifying that relationship. The hospital's administration has expressed strong support for Questcare's continuing the medical control responsibility for the City of Denton. I will collaborate closely with Emergency Department personnel and hospital administration in continuing the excellent care initiated in the field by Fire Department personnel.

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

Questcare provides services in emergency medicine, telemedicine, hospitalists medicine, obstetrics, pediatrics, primary care, urgent care, and critical care. In the field of emergency medicine, Questcare provides emergency medicine services at eleven Dallas-Fort Worth-area hospitals and at other healthcare facilities in Texas, and Questcare provides EMS medical director services to twenty-two cities in the North Texas area. Our group is dedicated to EMS services and currently provides medical direction services for several cities in the DFW Metroplex such as Arlington, Plano, Frisco, Lewisville, Grand Prairie, McKinney, Coppell, Lake Cities, Highland Village, Murphy, Rowlett, Sanger, Krum, Justin, Ponder, and the Town of Fairview.

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, Questcare has not been named as a party in any litigation involving a EMS medical director agreement.

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, Questcare has not defaulted or failed to complete a contract for EMS medical director services.

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, Questcare has not had a contract terminated by the owner of a contract for EMS medical director services.

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?

http://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=STANDARDS&p_toc_level=1&p_keyvalue=1926

Yes, Questcare is compliant with all OSHA regulations and guidelines to the extent required.

13. Provide details to support the evaluation criteria, including experience and capabilities.

a) Demonstrated experience, qualifications, and credentials of the Responding Firm and key personnel available for this contract

Questcare, with a nineteen history of performing EMS medical direction services, provides those services for multiple of governments and ambulance agencies throughout North Texas, including the cities of Arlington, Plano, Frisco, Lewisville, Grand Prairie, McKinney, Coppell, Lake Cities, Highland Village, Murphy, Rowlett, Sanger, Krum, Justin, Ponder, and the Town of Fairview. Questcare coordinates an EMS Council that includes the medical directors of these departments and representatives of these departments' EMS leadership.

Questcare and its staff of other experienced EMS medical directors will support Dr. Olmsted in the provision of services to the city of Denton. Maintaining the contract with Questcare will allow the city of Denton to benefit from expansive EMS resources and experience, including qualified medical director back-up, cost efficiencies, insurance coverage, and a proven track record of success within EMS services.

Dr. Olmsted, an employee of Questcare, has been providing the services of Medical Director for the City of Denton Fire Department since February, 2016. Since then he has also provided medical direction to the Lake Cities Fire Department, the City of Ponder Fire Department, the City of Justin Fire Department, the City of Sanger Fire Department, and the City of Krum Fire Department. He is a Board-Certified Emergency Physician working at Denton Regional Medical Center since November 2013. He holds certifications in ACLS, ATLS, and BLS. Dr. Olmsted is currently serving as the Associate Medical Director in the Emergency Department, and is the hospital's Stroke Director. Dr. Olmsted has unique training in pre-hospital care from the United States Army. He served as the Squadron Surgeon for the 1st Squadron 278th Armored Cavalry Regiment for 10 years training Combat Medics and Junior Officers. He was in charge of all medical operations and Task Force medical planning. Major Olmsted also deployed to Iraq in support of Operation Iraqi Freedom in 2009-10, and to Afghanistan in support of Operation Enduring Freedom in 2011. He served his country in the United States Army National Guard from 1982 until his retirement in 2015.

b) Identification and understanding of the City's requirements for this contract

Proposed Medical Control Procedures for the Fire Department's quality assurance:

Questcare will provide to the Denton Fire Department the same successful quality assurance program that is already in place within the Denton Fire Department, as well as, other local EMS programs under the Questcare protocols. This program has been proven to be invaluable in the developing the skills and competence of the pre-hospital personnel and identifying the necessary protocol changes. Ideally, the Denton Fire Department will be involved in a community wide QA program. The Denton Fire Department EMS Program Manager and Dr. Olmsted will perform audits on a quarterly basis on topic determined on the basis of the EMS system's current needs. Initial audits will reflect common and high-risk categories such as cardiac, respiratory, pediatrics, and trauma. We will collect data over a three-month period, subject it to a systematic review, and then present our finding to the medics on each shift in a grand rounds forum following the review. During this presentation, Dr. Olmsted will provide the statics gathered, review the documentation, and present specific cases to illustrate valuable teaching points. These sessions will be recorded for subsequent review and teaching which will complement the Denton Fire Department's plan to teleconference to the substations.

Dr. Olmsted also plans to conduct on-scene Quality Assurance activities. As a medical director, Dr. Olmsted will monitor EMS traffic closely, not only while working in the Emergency Department at Denton Regional Medical Center, but also on days when he is not working in the Emergency Department. Dr. Olmsted expects to be able to respond to calls on an intermittent basis and to conduct occasional ride-outs with pre-hospital personnel. The purpose of such activities will be, first, for the pre-hospital personnel to gain a level of comfort with Dr. Olmsted as Medical Director and to understand his expectations. Secondly, to assess the protocols as they are implemented in real-time, provide assistance if necessary, and answer any questions that may arise. Dr. Olmsted will not assume control of a scene or give orders unless specifically requested to do so by the senior paramedic or unless a gross deviation from protocols occurs.

Quality Improvement

Dr. Olmsted, Denton Regional Medical Center, the Denton Fire Department EMS Program Manager, and Field Training Officers will collaborate on a thorough and comprehensive QI process for Denton Fire Department. We will provide priority run reviews by EMS personnel, advanced airway cases, cardiopulmonary arrests, dead on scene, and STEMI cases. We will focus on reducing medical errors and needless morbidity and mortality. Dr. Olmsted will communicate with personnel in a respectful manner electronically via the chain of command or in person via a medical director review.

Ability to incorporate tiered response protocols

Dr. Olmsted, the Denton Fire Department EMS Program Manager, and Field Training Officers will collaborate on the incorporation of a tiered response protocol. The purpose of this protocol is to ensure that adequate EMS response is in place to handle emergencies throughout the City of Denton and surrounding areas. They will perform a systematic review of previous medical calls to determine what would be an appropriate level of response for those emergencies. Dr. Olmsted will also review other agencies under the Questcare umbrella to review their tiered response protocols and will be able to see what has been the appropriate response in our sister cities.

Educational Plan for Fire personnel

Questcare plans to continue to use the program of providing continuing education to the Fire Department's EMS personnel. Dr. Olmsted plans to continue to give CME lectures which will reference current protocols and possible updates to protocols within his lecture. Dr. Olmsted also plans to use the continuing educational services of Mr. Paul Newby and his company, Lead II Excellence, to supplement Questcare's program. We will be providing four in-person CE sessions each year.

Oral presentation and staff training skills

Dr. Olmsted received his Bachelor of Science from Idaho State University in Microbiology in 2001, and he graduated from Touro University College of Osteopathic Medicine in 2005. He attended Emergency Medicine Residency at Midwestern University in Chicago, IL and graduated in 2009. Dr. Olmsted became Board Certified by the American Osteopathic Board of Emergency Medicine in 2010 after passing his written, oral, and case load tests. He holds certifications in ACLS, ATLS, and BLS. He is a licensed physician in the State of Texas and the State of Oklahoma. Dr. Olmsted is also a graduate of the Army Tactical Combat Medical Care course, and the Army Combat Casualty Care course. He has spent countless hours training Combat Medics how to appropriately treat patients and how to effectively facilitate their transport from the point of illness/injury to a Medical Treatment Facility.

Dr. Olmsted has extensive experience in oral presentations. He has given countless briefings during his tenure as a Staff Officer in the Army. He gave many presentations as a Medical Student, and a Resident Physician. He has also had the pleasure to provide EMS CE's to Denton Fire Department personnel with positive feedback received on class evaluations.

c. Past performance and demonstrated capability on contracts with Fire Departments of this size and complexity.

Questcare has been providing EMS medical director services to the City of Denton Fire department for the past nine years, and Dr. Olmsted has been providing these services since February of 2016. Questcare also provides EMS medical director services to numerous municipalities in the North Texas area the same or similar size as the city of Denton, including the City of Arlington, the City of Plano, and the City of Frisco.

Questcare leadership works to facilitate best practices and lessons learned throughout the EMS medical directors. Questcare coordinates an EMS Council including personnel from all of Questcare's EMS contracted departments that includes the medical directors of these departments and representatives of these departments' EMS leadership. The Council meets regularly to discuss the best practices and current developments in EMS services. Questcare offers the medical directors a great deal of clinic support and staff resources, but each medical director can tailor the best approach to EMS services for his or her city in collaboration with the department personnel.

14. **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.**

- **Ability to provide 24-hours/7-days/365-days a year on-line medical direction to the City's Fire Department personnel.**

i. On-Line Direction:

The on-line direction will continue to meet all the criteria outlined in Texas State Medical Board's regulations for EMS Medical Directors, Title 22, Texas Administrative Code §197. Dr. Olmsted shall assign the prehospital provider under his direction to a specific on-line communication resource by a predetermined policy. Specific local protocols shall define the circumstances under which on-line direction is required. The on-line physician shall be appropriately trained in the use of prehospital protocols. The physician providing on-line direction shall have personal expertise in the emergency care of ill and injured patients. The physician providing on-line medical direction for a particular patient assumes the responsibility for the appropriateness of prehospital care provided under his or her direction by EMS personnel.

Questcare will continue to provide on-line Medical Direction through a base station located at Denton Regional Medical Center Emergency Department. Denton Regional Emergency Department is staffed 24 hours a day, 7 days a week, 365 days a year, and will continue to provide on-line medical direction. Every physician on duty at Denton Regional is board certified in Emergency Medicine. The Denton Regional Medical Center has the capability to receive 12 lead EKG's and the on-line physician shall be available to interpret the 12 lead EKG 24 hours a day, 7 days a week.

ii. Disaster Mass Casualty Incident.

In the event of a disaster or mass casualty incident, Questcare will provide assistance with destination control and bed availability in conjunction with the incident commander, hospital administration, and ED personnel. Dr. Olmsted will review the hospital and Fire Departments disaster plans on a routine basis and provide suggestions to integrate the two seamlessly. Additionally, Dr. Olmsted will participate in the execution of disaster drills as performed by the Fire Department and the hospital.

iii. Audio Recordings of medical direction.

Audio recordings of on-line medical direction are recorded at Denton Regional Medical Center and are available to all DFD personnel upon request.

iv. Off-Line Medical Direction

Dr. Olmsted will provide off-line medical direction that will meet all the criteria outlined in the Texas State Medical Board's regulations for EMS medical Directors, Title 22, Texas Administrative Code 197.

v. Protocols for basic and advanced life support procedures.

Dr. Olmsted will provide a comprehensive set of pre-hospital protocols that will address both basic and advanced life support procedures. He will include both written and electronic copies of the protocols to the DFD EMS Program Manager within 30 days of the start of the contract. These protocols have been utilized by DFD EMS for the last eight years and have been continuously reviewed and updated with input from the Fire Department's EMS Program Manager, Field Training Officers, and Front-Line Medics. The skills and procedures detailed in these protocols have successfully withstood the rigors of EMS fieldwork in both urban and rural settings.

vi. Protocol development

Dr. Olmsted will provide a continuous protocol development and review process consisting of quarterly meetings with the EMS Program Manager and Field Training Officers as well as a comprehensive annual protocol review with all appropriate updates. We will update the protocols regularly to reflect the latest in pre-hospital medical care standards, changes in ACLS, PALS, and ATLS recommendations, and the specific needs of the Fire Department's pre-hospital personnel.

vii. Quality Assurance/Quality Improvement Plan:

Questcare will provide to the Denton Fire Department the same successful quality assurance program that is already in place within Denton Fire Department, as well as, other local EMS programs under the Questcare protocols. This program has been proven to be invaluable in the developing the skills and competence of the pre-hospital personnel and identifying the necessary protocol changes. Ideally, the Denton Fire Department will be involved in community wide QA program. The Denton Fire Department EMS Program Manager and I will perform audits on a quarterly basis on topic determined on the basis of the EMS system's current needs. Initial audits will reflect common and high-risk categories such as cardiac, respiratory, pediatrics, and trauma. We will collect data over a three-month period, subject it to a systematic review, and then present our finding to the Medics on each shift in a grand rounds forum following the review. During this presentation, Dr. Olmsted provide the statics gathered, review the documentation, and present specific cases to illustrate valuable teaching points. These sessions will be recorded for subsequent review and teaching which will complement the Denton Fire Department's plan to teleconference to the substations.

I also plan to conduct on-scene Quality Assurance activities. As a medical director, I will monitor EMS traffic closely, not only while working in the Emergency Department at Denton Regional Medical Center, but also on days when I am not working in the Emergency Department. I expect to be able to respond to calls on an intermittent basis and to conduct occasional ride-outs with pre-hospital personnel. The purpose of such activities will be, first, for the pre-hospital personnel to gain a level of comfort with me as Medical Director and to understand my expectations and, second, to assess the protocols as they are implemented in real-time, provide assistance if necessary, and answer any questions that may arise. I will not assume control of a scene or give orders unless specifically requested to do so by the senior paramedic or unless a gross deviation from protocols occurs.

Dr. Olmsted, Denton Regional Medical Center, the Denton Fire Department EMS Program Manager, and Field Training Officers will collaborate on a thorough and comprehensive QI process for Denton Fire Department. We will provide priority run reviews by EMS personnel, advanced airway cases, cardiopulmonary arrests, dead on scene, and STEMI cases. We will focus on reducing medical errors

and needless morbidity and mortality. Dr. Olmsted communicates with personnel in a respectful manner electronically via the chain of command or in person via a medical director review.

- **Three Years' experience in providing medical advisory services to similar size Fire Departments within the State of Texas, Board Certified Emergency Medicine Physician who has been Board Certified for at least three years, References, and required licensure**

Questcare has a nineteen-year history of providing EMS medical services to cities and fire departments in the North Texas area, including departments to cities of a similar size as Denton's such as Lewisville, Frisco, and Plano. As EMS medical director for four local fire departments, Dr. Olmsted has demonstrated a comprehensive knowledge of Texas State Medical Board's regulations for EMS Medical Directors, Title 22, Texas Administrative Code §197. Questcare's support staff will notify Dr. Olmsted of any changes in the EMS regulations.

Dr. Olmsted is board certified by the American Osteopathic Board of Emergency Medicine since November 17, 2010, and he is in good standing with the Texas State Board of Medical Examiners.

- **Three (3) References from governmental entities for the services requested. The City prefers references from municipalities of similar size.**

Questcare currently provides EMS medical direction to the following entities of a similar size to the City of Denton:

Frisco Fire Chief Mark Piland
8601 Gary Burns Drive
Frisco, Texas 75034
F: (972) 292-6313
mpiland@friscofire.com
2014 to Present

Plano Fire Chief Sam Greif
1901 K Avenue
Plano, Texas 75074
F: (972) 941-5455
samg@plano.gove
2007 to Present

Lewisville Fire Chief Ricky Reeves
188 N. Valley Parkway
Lewisville, Texas 75067
F: (214) 912-8880
rreeves@cityoflewisville.com
2007 to Present

- **The responding individual or business must be registered in the State of Texas, or the County of Denton, to provide the products or services required in the solicitation, and the individual or business must have all the licensure required by the State to provide any services under this contract.**

Questcare is a professional limited liability company licensed to conduct business in the states of Texas. Dr. Olmsted is a physician licensed to practice medicine in the State of Texas. A copy of his licensure is attached to this proposal.

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



Signature



Company



Date

STATEMENT OF QUALIFICATIONS

Executive Summary

i. Office location.

Questcare is a multi-specialty physician group, located at 12221 Merit Drive, Dallas, Texas 75251. Questcare provides services in emergency medicine, telemedicine, hospitalists medicine, obstetrics, pediatrics, primary care, urgent care, and critical care. Since its inception in 1996, Questcare has continuously held exclusive contracts to provide emergency services for the emergency departments at HCA, Inc., hospitals in North Texas. Questcare has 500 full-time employees, including physicians, physician assistants, nurse practitioners, and support staff.

ii. Questcare's background in EMS Services.

Questcare has a nineteen-year history of performing EMS medical direction services. Questcare provides or previously provided EMS medical director services for the following municipalities:

American Medical Response, Arlington, Texas – 2006 to present
City of Arlington Fire Department – 2006 to present
City of Anna, Texas – 2014 to present
City of Grand Prairie Fire Department – 2007 to present
Coppell, Texas – 2012 to present
City of Lewisville Fire Department – 2007 to present
City of Denton Fire Department – 2007 to present
City of Frisco Fire Department – 2014 to present
City of Plano Fire Department – 2008 to present
City of Parker, Texas – 2008 to present
City of Murphy, Texas – 2010 to present
City of Lucas, Texas – 2013 to present
City of Rowlett, Texas – 2014 to present
City of Fairview, Texas, – 2014 to present
City of Highland Village, Texas – 2004 to present
City of Corinth, Texas – 2013 to present
City of Ponder, Texas – 2008 to present
City of Krum, Texas – 2008 to present
City of Sanger Fire Department – 2006 to present
City of Justin – 2011 to present
City of Van Alstyne Fire Department – 2009 to present

iii. A plan for conferring on a regular basis with the City of Denton City Council and City of Denton staff.

Dr. Olmsted will continue to meet with the Denton Fire Department EMS program manager at least once each month. He will also meet with the City Council on an as-needed basis or when requested by the staff.

Medical Control Services

i. Questcare's experience to perform 24/7 EMS services

Denton Regional Medical Center Emergency Department is staffed 24 hours a day, 7 days a week, 365 days a year, and will continue to provide on-line medical direction. Every physician on duty at Denton Regional is board certified in Emergency Medicine. Dr. Olmsted also currently provides EMS medical director services to the City of Denton Fire Department and three other municipal fire departments. In

addition, Questcare has a nineteen-year history of providing EMS medical director services to municipalities in the North Texas area.

ii. Quality Assurance/Quality improvement plan.

1. Potential EMS tiered response

Dr. Olmsted, the Denton Fire Department EMS Program Manager, and Field Training Officers will collaborate on the incorporation of a tiered response protocol. The purpose of this protocol is to ensure that adequate EMS response is in place to handle emergencies throughout the City of Denton and surrounding areas. They will perform a systematic review of previous medical calls to determine what would be an appropriate level of response for those emergencies. Dr. Olmsted will also review other agencies under the Questcare umbrella to review their tiered response protocols and will be able to see what has been the appropriate response in our sister cities.

2. Identify training requirements/remedial training

a. Training requirements

Dr. Olmsted will continue the successful training program currently in place. The Denton Fire Department EMS Program Manager and Dr. Olmsted will perform audits on a quarterly basis on a topic determined on the basis of the EMS system's current needs. Initial audits will reflect common and high-risk categories such as cardiac, respiratory, pediatrics, and trauma. They will collect data over a three-month period, subject it to a systematic review, and then present their findings to the Medics on each shift in a grand rounds forum following the review. During this presentation, Dr. Olmsted will provide the statistics gathered, review the documentation, and present specific cases to illustrate valuable teaching points. These sessions will be recorded for subsequent review and teaching which will complement the Denton Fire Department's plan to teleconference to the substations.

Dr. Olmsted will work with the Denton Fire Department EMS Program Manager, Field Training Officers to develop a comprehensive skill review and protocol test. He will help supplement the successful process already in place to ensure that paramedic personnel are meeting the minimum skill sets in order to promote skill proficiency while striving for mastery of those skills. We will also continue to challenge EMS personnel utilizing scenario based CE and testing methodologies. We will incorporate protocol test questions into each CE offering to allow us to transition to a more challenging quiz during CE and yearly protocol testing.

b. Remedial training

Periodically, a paramedic's clinical competency may come into question. This issue may arise from run reviews performed by the EMS program manager, or by the Medical Director, or by the Field Training Officer. Together with the DFD EMS Program director, Field Training Officers, and Medical Director, we will place the paramedic under a review process. This process may require the paramedic to obtain additional continuing education and/or perform monitored ride-outs with Field Training Officers or other appropriate personnel. This process will take place for a specified period of time lasting at least two weeks. While the paramedic is under review, the EMS Program Manager and Medical Director will review all of his/her run documents carefully for accuracy and appropriateness. We will use additional input from the Field Training Officers and direct interactions between the EMS Program manager and the Medical Director to determine the paramedic's qualification to return to independent duty.

c. CME/Training

Questcare and Dr. Olmsted plan to continue to use the program of providing continuing education to the Denton Fire Department's EMS personnel. Dr. Olmsted plans to continue to give CME lectures which

will reference current protocols and possible updates to protocols within his lecture. We will also use the continuing educational services of Mr. Paul Newby and his company, Lead II Excellence, to supplement Questcare's program. We will be providing four in-person CE sessions each year.

d. Specialty Courses

The Medical Director will support the Denton Fire Department's efforts to develop specialty courses such as ACLS, BTLIS, PEPP, PALS and others. Denton Regional Medical Center has a well-established education department and has committed to assist the Fire Department in establishing an ACLS program and in training ACLS instructors from within the Department. Dr. Olmsted will act as a liaison between the Fire Department and the hospital in designing and implementing these programs. Additionally, Dr. Olmsted will assist the Fire Department in investigating opportunities for further training for its pre-hospital personnel through UT Southwestern Medical Center.

3. Ways that you ensure that patient charting is being completed properly.

Dr. Olmsted and the Denton Fire Department EMS Program Manager will perform audits on charts and address any deficiencies with the EMS staff. A copy of the Chart Audit Sheet is attached to this proposal.

4. Number of random ride-outs that you are proposing monthly

Dr. Olmsted will perform two random ride-outs with the EMS personnel each month. Dr. Olmsted and the EMS personnel will re-evaluate the need for additional ride-outs if circumstances merit.

iii. Experience with Emergency Medical Dispatching

Dr. Olmsted is also a graduate of the Army Tactical Combat Medical Care course, and the Army Combat Casualty Care course. He has spent countless hours training Combat Medics how to appropriately treat patients and how to effectively facilitate their transport from the point of illness/injury to a medical treatment facility. Dr. Olmsted also currently serves as EMS Medical Director for four municipal fire departments.

Professional Experience Summary

i. Qualification and experience of the firm

In addition to providing EMS Medical director services to the city of Denton for the past nine years, Questcare also provides EMS medical director services to numerous municipalities in the North Texas area the same or similar size as the city of Denton, including the City of Arlington, the City of Plano, and the City of Frisco. Questcare coordinates an EMS Council including personnel from all of Questcare's EMS contracted departments that includes the medical directors of these departments and representatives of these departments' EMS leadership. The Council meets regularly to discuss the best practices and current developments in EMS services. The Questcare EMS Council physicians have extensive combined experience in all aspects of EMS systems and can provide valuable support to the City's EMS system. Questcare offers the medical directors a great deal of support, but each medical director functions independently and has the flexibility to determine the best approach to EMS in collaboration with the department he or she services.

Dr. Olmsted has been Board Certified in Emergency Medicine since 2010, and his license is in good standing with the state regulatory agencies.

ii. Describe the physicians' comprehensive knowledge of the Texas State Board of Medical Examiners' EMS regulations for Medical Directors.

Dr. Olmsted serves as EMS medical director for four Fire Departments in the North Texas area and is has a comprehensive knowledge of Texas State Medical Board's regulations for EMS Medical Directors, Title 22, Texas Administrative Code §197. Questcare's support staff will notify Dr. Olmsted of any changes in the EMS regulations.

iii. Resumes of key personnel to be assigned to this contract with an organizational chart.

Dr. Olmsted will serve as EMS Medical Director under this agreement. His CV is attached to this proposal.

iv. Identify any additional personnel that will service the City of Denton contract.

N/A

References Summary:

i. Identify at least three references for EMS medical direction

Questcare currently provides EMS medical direction to the following entities of a similar size to the City of Denton:

Frisco Fire Chief Mark Piland
8601 Gary Burns Drive
Frisco, Texas 75034
F: (972) 292-6313
mpiland@friscofire.com
2014 to Present

Plano Fire Chief Sam Greif
1901 K Avenue
Plano, Texas 75074
F: (972) 941-5455
samg@plano.gove
2007 to Present

Lewisville Fire Chief Ricky Reeves
188 N. Valley Parkway
Lewisville, Texas 75067
F: (214) 912-8880
rreeves@cityoflewisville.com
2007 to Present

Conclusion

Questcare and Dr. Olmsted are honored to have the City of Denton consider this proposal and look forward to the opportunity to continue to serve the Denton Fire Department. Please contact Dr. Olmsted or Questcare if you need further information in this regard.

Respectfully submitted,



Thomas J. Olmsted, D.O.
Associate Medical Director, Denton Regional Medical Center
Medical Director Denton Fire Department
Medical Director Lake Cities Fire Department
Medical Director Sanger Fire Department
Medical Director Ponder Fire Department
Medical Director, Justin Fire Department

City of Denton
RFQ 6253 for Medical Control Services

ATTACHMENT B-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

Multiple horizontal lines provided for listing exceptions.

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

Company

Date

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

Signature

Questcare

Company

10/24/2014

Date

City of Denton
RFQ 6253 for Medical Control Services

ATTACHMENT C- SCHEDULE & BUDGET COMPLIANCE FORM

NOT APPLICABLE

City of Denton
RFQ 6253 for Medical Control Services

ATTACHMENT D-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: Frisco Fire Department
LOCATION: Frisco, Texas _____
CONTACT PERSON AND TITLE: Fire Chief Mark Piland _____
TELEPHONE NUMBER: (972) 292-6313 _____
SCOPE OF WORK: Questcare provides EMS medical director services _____
CONTRACT PERIOD: 2014 to present _____

REFERENCE TWO

GOVERNMENT/COMPANY NAME: Plano Fire Department
LOCATION: Plano, Texas _____
CONTACT PERSON AND TITLE: Fire Chief Sam Grief _____
TELEPHONE NUMBER: (972) 941-5455 _____
SCOPE OF WORK: Questcare provides EMS medical director services _____
CONTRACT PERIOD: 2007 to present _____

REFERENCE THREE

GOVERNMENT/COMPANY NAME: Lewisville Fire Department
LOCATION: Lewisville, Texas _____
CONTACT PERSON AND TITLE: Fire Chief Ricky Reeves _____
TELEPHONE NUMBER: (214) 912-8880 _____
SCOPE OF WORK: Questcare provides EMS medical director services _____
CONTRACT PERIOD: 2007 to present _____

City of Denton
RFQ 6253 for Medical Control Services

ATTACHMENT E-CONFLICT OF INTEREST QUESTIONNAIRE

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.

Questone Medical Services, PLLC

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

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

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

N/A

Name of Officer

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

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

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

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

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

N/A

4 I have no Conflict of Interest to disclose.

5 Questone Medical Services, PLLC - Matt Jones Oct 24, 2016
Signature of vendor doing business with the governmental entity Assoc. Gen Counsel Date

City of Denton
RFQ 6253 for Medical Control Services

ATTACHMENT F-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:

Questcare Medical Services, PLLC
12221 Merit Drive
Dallas, Texas 75230

Tel. No. (214) 217 1911

Email. matth.lunn@questcare.net

AUTHORIZED REPRESENTATIVE:

Signature 

Date Oct 24, 2016

Name John H. Myers, MD

Title CEO

Fax No. 214 217 1955

ADDITIONAL DOCUMENTS

- I. Thomas J. Olmsted, D.O Curriculum Vitae
- II. Thomas J. Olmsted, Texas Medical Board License
- III. Thomas J. Olmsted Board of Emergency Medicine Certificate
- IV. Denton Fire Department Audit Sheet
- V. Questcare EMS Medical Control coverage map
- VI. Denton Regional Medical Center letter of reference and support
- VII. Certificate of Insurance

**Denton Fire Department/EMS
Patient Care Report Audit
Clinical Indicators**

Report Completed by: _____ Date: _____
 Incident #: _____ Pt Age: _____ Male Female
 Hospital Transported To: Denton Reg Denton Pres. MCL
 Pick-up: Urgent Care Ctr Physician Office Home Other

Title: Cardiac Event/Chest Pain

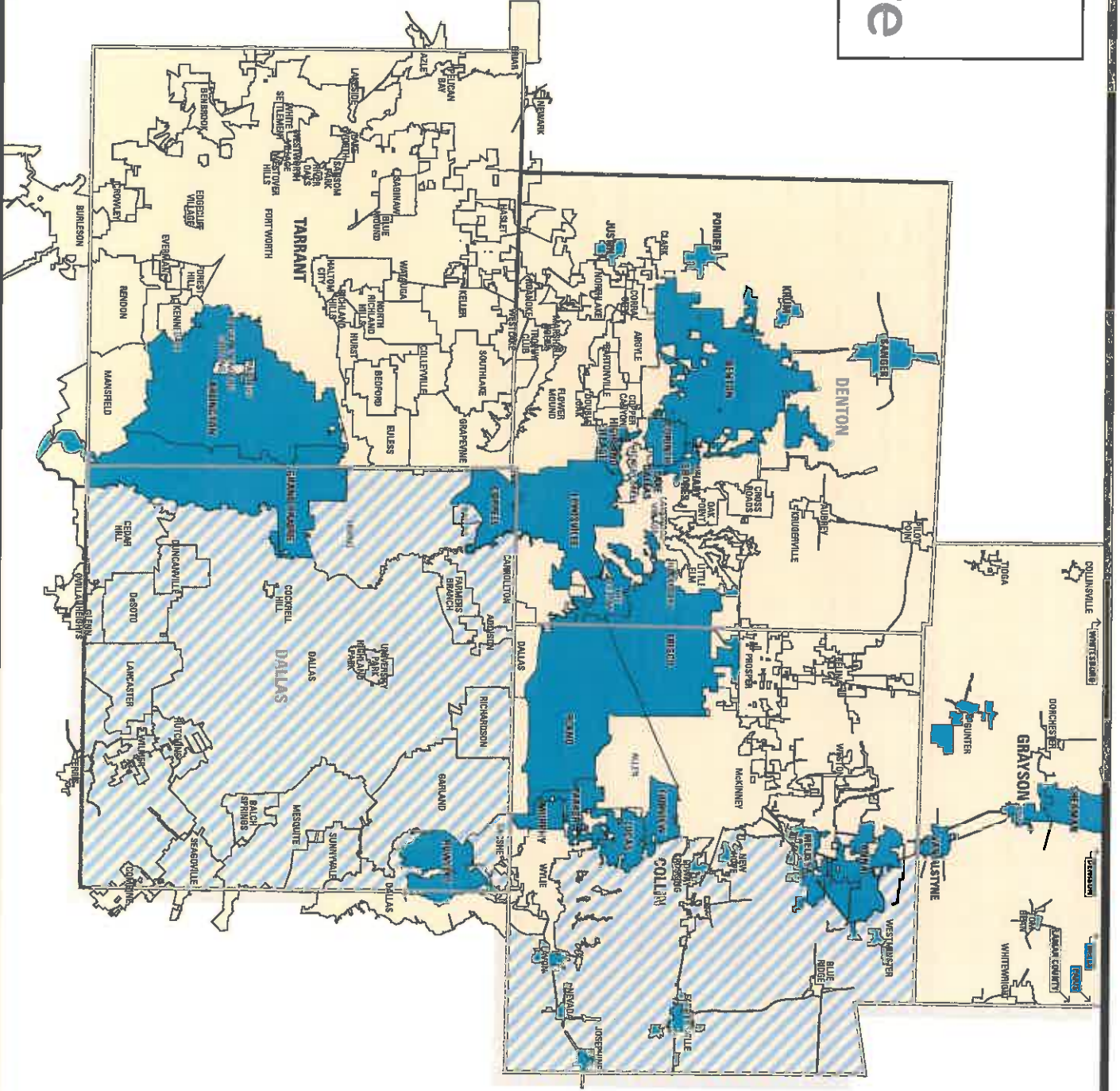
Standard: The patient with a cardiac event/chest pain will be provided assessment, treatment and transport, as indicated by the DFD-EMS protocol for cardiac event/cardiac chest.

Reference: This standard may be referenced to the DFD-EMS Protocol for all forms of chest pain.

Specific Clinical Indicators	Documented	Comments (reason treatment modality not completed)
Predisposing Events/History of Present Illness		
1. Patient chief complaint (as quoted or presented by pt) <input type="checkbox"/> Chest pain <input type="checkbox"/> Shoulder pain <input type="checkbox"/> Neck pain <input type="checkbox"/> Jaw pain <input type="checkbox"/> Dyspnea <input type="checkbox"/> Syncope <input type="checkbox"/> Palpitations <input type="checkbox"/> Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2. Patient activity at onset (Provoked)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Time of Onset	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4. Shortness of Breath	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5. Patient attempts to alleviate pain	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6. Are there exclusion criteria (allergies to ASA or Nitro, use Viagra in last 24 hours, systolic BP too low)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Assessment		
7. Quality of Pain <input type="checkbox"/> Dull <input type="checkbox"/> Sharp <input type="checkbox"/> Crushing <input type="checkbox"/> Heavy	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8. Radiation of Pain <input type="checkbox"/> Arm <input type="checkbox"/> Jaw <input type="checkbox"/> Shoulder <input type="checkbox"/> Back	<input type="checkbox"/> Yes <input type="checkbox"/> No	
9. Initial Severity of pain (circle) 0 1 2 3 4 5 6 7 8 9 10	<input type="checkbox"/> Yes <input type="checkbox"/> No	
10. LOC <input type="checkbox"/> Unconc <input type="checkbox"/> A&Ox1 <input type="checkbox"/> A&Ox2 <input type="checkbox"/> A&Ox3 <input type="checkbox"/> A&Ox4	<input type="checkbox"/> Yes <input type="checkbox"/> No	
11. Check Skin, Temp, Moisture: <input type="checkbox"/> Pink <input type="checkbox"/> Cyanotic <input type="checkbox"/> Pale <input type="checkbox"/> Ashen <input type="checkbox"/> Mottled <input type="checkbox"/> Cool <input type="checkbox"/> Warm <input type="checkbox"/> Clammy <input type="checkbox"/> Dry	<input type="checkbox"/> Yes <input type="checkbox"/> No	
12. Checked Breath Sounds <input type="checkbox"/> Clear <input type="checkbox"/> Wheezes <input type="checkbox"/> Rales <input type="checkbox"/> Rhonchi <input type="checkbox"/> Stridor <input type="checkbox"/> Diminished <input type="checkbox"/> Absent	<input type="checkbox"/> Yes <input type="checkbox"/> No	
13. Nausea/vomiting	<input type="checkbox"/> Yes <input type="checkbox"/> No	
14. JVD noted	<input type="checkbox"/> Yes <input type="checkbox"/> No	
15. Diaphoresis	<input type="checkbox"/> Yes <input type="checkbox"/> No	
16. Peripheral Edema	<input type="checkbox"/> Yes <input type="checkbox"/> No	
17. Pertinent Negatives (Denies N/V, SOB, Radiation)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
18. <input type="checkbox"/> B/P <input type="checkbox"/> Pulse <input type="checkbox"/> Resp <input type="checkbox"/> SpO2 <input type="checkbox"/> EtCo2 (check all that apply)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Treatment		
19. Oxygen admin. <input type="checkbox"/> Cannula <input type="checkbox"/> NRB <input type="checkbox"/> Neb <input type="checkbox"/> BVM <input type="checkbox"/> ET	<input type="checkbox"/> Yes <input type="checkbox"/> No	

<p>20. ECG - Rhythm documented <input type="checkbox"/> NSR <input type="checkbox"/> Tachycardia <input type="checkbox"/> Brady <input type="checkbox"/> A Flutter <input type="checkbox"/> A Fib <input type="checkbox"/> PSVT <input type="checkbox"/> PVC <input type="checkbox"/> Junctional <input type="checkbox"/> 1st Degree <input type="checkbox"/> 2nd Degree Type I <input type="checkbox"/> 2nd Degree Type II <input type="checkbox"/> 3rd Degree <input type="checkbox"/> VT <input type="checkbox"/> VF <input type="checkbox"/> Pacer Rhythm <input type="checkbox"/> W Tachycardia</p>	<p>N/A</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>21. 12 Lead ECG: <input type="checkbox"/> Normal <input type="checkbox"/> ST Elevation <input type="checkbox"/> Anterior <input type="checkbox"/> Septum <input type="checkbox"/> Anteriorlateral <input type="checkbox"/> Lateral <input type="checkbox"/> Inferior <input type="checkbox"/> Inferiorlateral <input type="checkbox"/> Posterior <input type="checkbox"/> Lt BBB <input type="checkbox"/> Rt BBB</p>	<p>N/A</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>22. Was 12 Lead Transmitted <input type="checkbox"/> MCL <input type="checkbox"/> Denton Reg. <input type="checkbox"/> BVG <input type="checkbox"/> Other</p>	<p>N/A</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>23. IV Attempt <input type="checkbox"/> Successful <input type="checkbox"/> Not-Successful</p>	<p>N/A</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>24. ASA administration</p>	<p>N/A</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>25. NTG given <input type="checkbox"/> x1 <input type="checkbox"/> x2 <input type="checkbox"/> x3</p>	<p>N/A</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>26. If pain after 3 NTG, Morphine admin. <input type="checkbox"/> 1mg <input type="checkbox"/> 2mg <input type="checkbox"/> 3mg <input type="checkbox"/> 4mg <input type="checkbox"/> 5mg <input type="checkbox"/> 6mg <input type="checkbox"/> 7mg <input type="checkbox"/> 8mg <input type="checkbox"/> 9mg <input type="checkbox"/> 10mg <input type="checkbox"/> more than 10mg</p>	<p>N/A</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>27. If pain after 3 NTG, Dilaudid admin. <input type="checkbox"/> 1mg <input type="checkbox"/> 2mg <input type="checkbox"/> More _____mg</p>	<p>N/A</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>28. After treatment- Pain (circle) 0 1 2 3 4 5 6 7 8 9 10</p>	<p>N/A</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>29. If N/V, Phenegan Admin: <input type="checkbox"/> 12.5mg <input type="checkbox"/> 25 mg <input type="checkbox"/> IV <input type="checkbox"/> IM</p>	<p>N/A</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>30. Thrombolytic Checklist completed</p>	<p>N/A</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>31. Effects of treatment are documented after drug admin.</p>	<p>N/A</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>32. Any deviations from standard of care</p>	<p>N/A</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>33. Crew followed correct protocol per assessment.</p>	<p>N/A</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>34. Overall Patient: (check one) <input type="checkbox"/> Improved <input type="checkbox"/> Deteriorated <input type="checkbox"/> Unchanged</p>	
<p>35. Protocol Followed:(check all that apply) <input type="checkbox"/> AMI/Chest Pain <input type="checkbox"/> Bradycardia <input type="checkbox"/> Shock (cardiac related hypotension) <input type="checkbox"/> Pulmonary Edema/CHF <input type="checkbox"/> Respiratory <input type="checkbox"/> Narrow Complex Tachy <input type="checkbox"/> Wide Complex Tachy <input type="checkbox"/> Allergic Reaction <input type="checkbox"/> Other</p>	

questcare





October 20, 2016

City of Denton
Purchasing Department
901B Texas Street
Denton, TX 76209

To Whom It May Concern:

I am writing in reference to a proposal that is being submitted by Denton Regional Medical Center and specifically, Dr. Tom Olmstead, for the provision of Medical Control Services for the Denton Fire Department (DFD).

Our hospital has enjoyed an excellent relationship with the DFD for many years. As you are aware, the former Medical Director for the DFD, Dr. Jim Doyle, was also one of our Emergency Room physicians.

Dr. Olmstead is a recognized leader both in our Emergency Department and within his Questcare peer group. As the Assistant Medical Director of our hospital's Emergency Room, he is responsible for many of the clinical operations of the department.

It is without any reservation that I endorse and recommend Dr. Olmstead as Medical Director of the DFD. I am very confident that he will do an excellent job and represent both your interests and the hospital's interests very well.

If you have any questions, please do not hesitate to contact me at 940-384-3210.

Sincerely,



Steven A. Edgar
Chief Executive Officer

SAE:ld



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Coverage verification: credentials@questcare.net Claims history verification: credentialing@westernlitigation.com	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Qure Assurance Limited INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
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INSURED
Questcare DFW EM, PLLC
12221 Merit Drive, Suite 1500
Dallas, TX 75251

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <i>If yes, describe under DESCRIPTION OF OPERATIONS below</i>	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Medical Professional Liability Occurrence Coverage			QAL010-2016	3/1/2016	3/1/2017	Per Loss Event \$500,000 Aggregate Per Person \$1,500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Effective 2/1/2016, coverage extends to Thomas J. Oimsted, DO while working within the scope of duties for and on behalf of the named insured shown above.

CERTIFICATE HOLDER City of Denton Purchasing Department 901B Texas Street Denton, TX 76209	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

Respondent's Business Name: **Questcare Medical Services, PLLC**Principal Place of Business (City and State): **Dallas, TX****RFQ 6253 Pricing Sheet for Professional Services for Medical Control Services for Denton Fire Department***The respondent shall complete the following section, which directly corresponds to the specifications. The respondent shall not make changes to this format.***Services Proposal Pricing:**

ITEM	UOM	Type of Service Requested	Cost of Service FY 2016-2017	Cost of Service FY 2017-2018	Cost of Service FY 2018-2019
1	Bi-Annual	Online medical direction	\$ 60,000.00	\$ 70,000.00	\$ 70,000.00
2	Annual	Required Additional Insurance - Medical Malpractice	\$ 500.00	\$ 500.00	\$ 500.00
3	EA	EMS Protocols, updated annually, 1 hard copy and 1 electronic copy shall be supplied prior to invoicing	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
4	EA	Quality Assurance/Quality Improvement Program, to be completed mid-year annually prior to invoicing. Medical Director and EMS Program Manager shall jointly determine yearly goals.	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Total Annual Cost			\$ 63,500.00	\$ 73,500.00	\$ 73,500.00

Certificate Of Completion

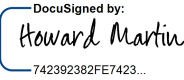
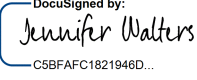
Envelope Id: 2EC2F616600649548B87D58BAA52FD19	Status: Completed
Subject: City Council Docusign Item - 6253-Medical Control Services	
Source Envelope:	
Document Pages: 112	Signatures: 4
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Cindy Alonzo
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Cynthia.Alonzo@cityofdenton.com
	IP Address: 129.120.6.150

Record Tracking

Status: Original	Holder: Cindy Alonzo	Location: DocuSign
12/6/2016 8:03:46 AM	Cynthia.Alonzo@cityofdenton.com	

Signer Events

Signature	Timestamp
<p>Completed</p> <p>Using IP Address: 129.120.6.150</p>	<p>Sent: 12/6/2016 8:28:01 AM</p> <p>Viewed: 12/6/2016 8:28:13 AM</p> <p>Signed: 12/6/2016 8:28:58 AM</p>
<p>DocuSigned by: <i>John H. Myers, M.D.</i> 7881539F42B04F5...</p> <p>Using IP Address: 47.188.210.124</p> <p>Signed using mobile</p>	<p>Sent: 12/6/2016 8:29:00 AM</p> <p>Resent: 12/7/2016 1:13:46 PM</p> <p>Resent: 12/8/2016 12:26:04 PM</p> <p>Viewed: 12/8/2016 12:51:36 PM</p> <p>Signed: 12/8/2016 4:48:05 PM</p>
<p>DocuSigned by: <i>John Knight</i> C821996C2A2B439...</p> <p>Using IP Address: 129.120.6.150</p>	<p>Sent: 12/8/2016 4:48:09 PM</p> <p>Viewed: 12/9/2016 9:13:58 AM</p> <p>Signed: 12/9/2016 9:14:10 AM</p>
<p>Completed</p> <p>Using IP Address: 129.120.6.150</p>	<p>Sent: 12/9/2016 9:14:12 AM</p> <p>Viewed: 12/14/2016 8:40:31 AM</p> <p>Signed: 12/14/2016 8:41:09 AM</p>

Signer Events	Signature	Timestamp
<p>Howard Martin howard.martin@cityofdenton.com Interim 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:  742392382FE7423...</p> <p>Using IP Address: 129.120.6.150</p>	<p>Sent: 12/14/2016 8:41:13 AM Viewed: 12/20/2016 7:51:19 AM Signed: 12/20/2016 7:51:41 AM</p>
<p>Jennifer Walters jennifer.walters@cityofdenton.com City Secretary City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<p>DocuSigned by:  C5BF AFC1821946D...</p> <p>Using IP Address: 129.120.6.150</p>	<p>Sent: 12/20/2016 7:51:43 AM Viewed: 12/21/2016 7:39:50 AM Signed: 12/21/2016 7:40:05 AM</p>
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Julia 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; font-size: 1.2em; color: blue;">COPIED</div>	<p>Sent: 12/8/2016 4:48:08 PM Viewed: 12/9/2016 6:14:39 AM</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; font-size: 1.2em; color: blue;">COPIED</div>	<p>Sent: 12/8/2016 4:48:08 PM Viewed: 12/9/2016 6:04:16 AM</p>
<p>Jane Richardson jane.richardson@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; font-size: 1.2em; color: blue;">COPIED</div>	<p>Sent: 12/14/2016 8:41:11 AM Viewed: 12/14/2016 9:32:30 AM</p>
<p>Robin Fox Robin.fox@cityofdenton.com Security Level: Email, Account Authentication (Optional)</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; font-size: 1.2em; color: blue;">COPIED</div>	<p>Sent: 12/14/2016 8:41:12 AM</p>

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
 Accepted: 10/9/2015 11:39:51 AM
 ID: 04463961-03db-4c4d-9228-d660d6146ed6

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

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Sent: 12/21/2016 7:40:07 AM

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

COPIED

Sent: 12/21/2016 7:40:08 AM

Allison Carlwicz
 Allison.Carlwicz@cityofdenton.com
 Security Level: Email, Account Authentication (Optional)
 Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

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Sent: 12/21/2016 7:40:09 AM
 Viewed: 12/21/2016 7:41:34 AM

Notary Events	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/21/2016 7:40:09 AM
Certified Delivered	Security Checked	12/21/2016 7:40:09 AM
Signing Complete	Security Checked	12/21/2016 7:40:09 AM
Completed	Security Checked	12/21/2016 7:40:09 AM

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:

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

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

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

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

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

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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.

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- 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.