

Retail Sales Agreement



Reference Number: 1411799
Date: December 02, 2025

VE #2 Haisvision Police and Courts - Real Time Crime Center

Prepared By: John Pomponio
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FORTÉ
1201 Lakeside Parkway, Flower Mound, TX 75028
Phone: (972)830-2695
Fax: (469)359-4099

COMPANY

City of Farmers Branch
13000 William Dodson Pkwy
Farmers Branch, TX 75234

Contact: Miguel Cardona
Phone: (972) 919-2598
Email:
miguel.cardona@farmersbranchtx.gov
Account Number: CIO005

PROJECT SITE

Police and Courts
3723 Valley View Ln
Farmers Branch, TX 75244

Contact: Miguel Cardona
Phone: (972) 919-2598
Email:
miguel.cardona@farmersbranchtx.gov
Account Number: CIO005

INVOICE TO

City of Farmers Branch
13000 William Dodson Pkwy
Farmers Branch, TX 75234

Contact: Miguel Cardona
Phone: (972) 919-2598
Email:
miguel.cardona@farmersbranchtx.gov
Account Number: CIO005

COMMENTS

TIPS 230105 applicable

PRODUCTS AND SERVICES SUMMARY

Equipment	\$247,335.70
Integration	\$73,494.25
PRO Support	\$10,000.00
Shipping & Handling	\$11,082.00
Tax	\$0.00
Grand Total	\$341,911.95

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

FORTÉ's prices/rates provided in this quote and/or agreement do not reflect any applicable tariffs imposed by foreign or domestic governmental authorities. FORTÉ's prices are subject to change should applicable tariffs result in any price increase to the equipment purchased under this agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event FORTÉ must pursue collection of unpaid invoices, Customer agrees to pay all of FORTÉ's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and FORTÉ have agreed on the payment method of CHECK. Payment must be remitted by stated method. To the extent Customer seeks the use of any payment methods other than stated, and that payment method results in an increased transaction cost to FORTÉ, the new payment must be approved in writing. The Customer shall be responsible for paying the increased transaction cost to FORTÉ associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

FORTÉ uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

FORTÉ
PO Box 842607
Kansas City, MO 64184-2607

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions FORTÉ provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the Products and Services Summary above, FORTÉ will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, FORTÉ shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH FORTÉ

Customer hereby accepts the above quote for goods and/or services from FORTÉ. When duly executed and returned to FORTÉ, FORTÉ's Credit Department will check Customer's credit and approve the terms. After approval by FORTÉ's Credit Department and signature by FORTÉ, this Retail Sales Agreement will, together with the FORTÉ General Terms & Conditions (which can be found at <https://www.ourforte.com/terms-and-conditions>) form a binding agreement between Customer and FORTÉ. This Retail Sales Agreement and the FORTÉ General Terms & Conditions of Sale (the T&Cs) are referred to collectively as the Agreement. If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should FORTÉ's Credit Department determine at any point prior to FORTÉ commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, FORTÉ reserves the right to terminate the Agreement without cause and without penalty to FORTÉ.

AGREED AND ACCEPTED BY

<hr/>	FORTÉ
Company	Company
<hr/>	<hr/>
Signature	Signature
<hr/>	<hr/>
Printed Name	Printed Name
<hr/>	<hr/>
Date	Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of FORTÉ. Sharing a copy of this quote, or any portion of the Agreement with any competitor of FORTÉ is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>MSRP</u>	<u>Price</u>	<u>Extended</u>
Real Time Crime Center						
Direct View LED Video Wall						
KLCOB0.9V2	ABSEN	ABSEN KLCOB0.9 V2	1	\$152,206.00	\$95,128.75	\$95,128.75
Video Distribution and Processing						
TBD-MATERIAL	HaiVision	Alpha FX Pro with Command 360 - 4 Output	1	\$0.00	\$42,823.53	\$42,823.53
TBD-MATERIAL	HaiVision	CineLink 4K EL-2 IP Video Encoder, 2 Port w HDMI & Audio	3	\$0.00	\$8,470.59	\$25,411.77
TBD-MATERIAL	HaiVision	CineLink 4K EL-2 IP Video Encoder, 2 Port w HDMI & Audio	1	\$0.00	\$8,470.59	\$8,470.59
TBD-MATERIAL	HaiVision	Command 360 AD1 Audio Decoder	1	\$0.00	\$1,411.76	\$1,411.76
TBD-MATERIAL	HaiVision	Device Control Interface, Pack of 4	1	\$0.00	\$705.88	\$705.88
TBD-MATERIAL	HaiVision	Device Control Pro	1	\$0.00	\$5,647.06	\$5,647.06
TBD-MATERIAL	HaiVision	Haivision Professional Services - 5 Days; CONUS	1	\$0.00	\$16,470.59	\$16,470.59
TBD-MATERIAL	HaiVision	1U LCD KVM Console, HDMI/DP/DVI, Keyboard, Touchpad, USB 3.0	1	\$0.00	\$2,268.24	\$2,268.24
TBD-MATERIAL	HaiVision	Premium Support	1	\$0.00	\$13,407.53	\$13,407.53
Video Source (Wireless Gateway)						
AM3-212 KIT	CRESTRON	AirMedia Series 3 Kit with AM-3200-WF Receiver, two AM-TX3-100 Adaptors, and Cradle	1	\$4,130.00	\$2,581.25	\$2,581.25
Audio System						
CORE 24F	QSC	Q-SYS Core Processor with 24 local audio I/O channels	1	\$5,400.00	\$4,050.00	\$4,050.00
QIO-ML4I	QSC	Q-SYS peripheral providing 4 mic/line inputs. Up to 4 devices daisy-chainable. 1U-1/4W, powered over Ethernet or +24 VDC. Surface mountable, rack kit sold separately.	3	\$782.00	\$586.50	\$1,759.50
60-738-01	EXTRON	Passive Audio Summing Adapter with Stereo Mini Plug Input and Unbalanced Output	8	\$86.00	\$53.75	\$430.00
CX-Q 2K4	QSC	4-Channel 500W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp, Mic/line Inputs, 100-240V.	1	\$3,170.00	\$2,377.50	\$2,377.50
SAROS IC8T-W-T-EACH+ CRESTRON		Saros 8 2-Way In-Ceiling Speaker, White Textured, Single (must be ordered in multiples of 2)	4	\$330.00	\$206.25	\$825.00
Control System and Touch Panel						
CP4N	CRESTRON	4-Series Control System	1	\$3,080.00	\$1,925.00	\$1,925.00
TSD-2220-B	CRESTRON	21.5 in. HD Touch Screen Display, Black	1	\$2,200.00	\$1,375.00	\$1,375.00
33-387-085	ERGOTRON	ERGOTRON NEO-FLEX TOUCHSCREEN STAND LCD MOUNT TILT/PAN FITS 27IN	1	\$126.00	\$121.60	\$121.60
DM-DGE-200-C	CRESTRON	Digital Graphics Engine 200 with 4K DM 8G+ Input	1	\$3,000.00	\$1,875.00	\$1,875.00

Networking

GSM4248UX-100NAS	NETGEAR	Av Line M4250- Managed Switch	2	\$8,111.64	\$5,113.49	\$10,226.98
AXC763-10000S	NETGEAR	3m Sfp+ Direct Attach Cable	4	\$116.98	\$73.74	\$294.96
MRK-4426-AV	MIDDLE ATLANTI	44SP/26D CONFIG AV RACK	1	\$5,811.00	\$3,450.29	\$3,450.29
UPX-RLNK-OL2000R-8	MIDDLE ATLANTI	2000VA 120V OL UPS RLNK OUTLET CONTROL	1	\$6,233.00	\$3,700.85	\$3,700.85
PD-915R	MIDDLE ATLANTI	9OUT,15A,RCKMNT POWER CEN	2	\$247.00	\$146.66	\$293.32
SW-XIOC-PREMIUM-1YR-1-99	CRESTRON	XiO Cloud Provisioning and Management Service, XiO Cloud Premium Subscription, 1-year subscription for 1-99 devices, price per device	9	\$54.00	\$33.75	\$303.75

BR-Engineering	Engineering & Drawings	48	\$297.50	\$281.21	\$13,498.08
BR-Projectmanagement	Project Management	44	\$276.25	\$228.71	\$10,063.24
BR- Programming	Programming	32	\$284.71	\$251.21	\$8,038.72
CR-NETWORK-SWITCH-	CE-Network Configure	3	\$995.00	\$877.94	\$2,633.82
BR-Cableplacement	Cable Placement	16	\$166.00	\$137.26	\$2,196.16
BR-Inshop	In Shop Fabrication	16	\$285.00	\$137.26	\$2,196.16
BR-Onsite	On Site Integration	148	\$225.25	\$137.26	\$20,314.48
BR-Test	Testing & Acceptance	48	\$297.50	\$196.11	\$9,413.28
BR-Training	Training	8	\$276.25	\$196.11	\$1,568.88
	Cables and Connectors				\$3,571.43
	Sub-Total: Real Time Crime Center				\$73,494.25

Total:

\$320,820.95

PRO SUPPORT:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
SSACUSTOM	FORTE	1 System Support Agreement	1	\$10,000.00	\$10,000.00

Refer to Page 1 for the Grand Total that includes Taxes, and Shipping & Handling.

SYSTEM SUPPORT

System Support is FORTÉ's fully entitled service and support package that focuses on keeping your Unified Collaboration (UC), Digital Media (DM) and Audiovisual (AV) systems working at their peak performance. Because FORTÉ focuses on the human impact of these systems, we not only support the equipment, but also the end users of your systems.

Customer Care is the most comprehensive and flexible of all our managed service packages. We can apply our expertise and our proven support processes to support your UC, DM, and AV ecosystems. FORTÉ will deliver our offered entitlements in a tiered workflow model that provides support cases at an entry level for initiated incidents. From there, FORTÉ will follow an ITIL based model for remote remediation and on-site dispatch, as necessary. Specific resolver groups and subject matter experts (SMEs) will be alerted for any issue that cannot be easily remedied with Tier 1 or Tier 2 support staff.

SYSTEM SUPPORT AGREEMENT COVERAGE

FORTÉ will perform the services below for covered systems:

Entitlement Coverage		
Entitlement	Definition	Included
Incident Management	Support to troubleshoot, remediate, and escalate all Incidents through to resolution.	Yes
Remote Support	Remote Priority Support for supported systems to diagnose and address and attempt to resolve incidents.	Yes
Onsite Support	Priority Support for technician dispatch to the customer location to diagnose and address and attempt to resolve an Incident within 8 Business hours or as available and/or scheduled.	Yes
Advanced Parts Replacement	Advanced replacement of failed hardware components under warranty as available.	Yes
Software Update Assistance	Labor to implement updates of existing software to correct software errors and/or resolve incidents as scheduled.	Yes
System Training	User training to cover general operation of the system and how to contact FORTÉ for support as scheduled.	Yes
System Health Checks	Perform a complete health check and diagnostic on the installed system. Includes cleaning, adjustments, functional tests, and replacement of parts to keep the system equipment in efficient operating condition.	Biannually

Additional Entitlement Coverage		
Entitlement	Definition	Included
Service Delivery Management	FORTÉ will appoint a Service Delivery Manager (SDM) responsible for managing and coordinating services, ensuring communication, adhering to SLAs, reporting performance, handling escalations, and continuously improving service quality.	No

FORTÉ has a standard three level severity protocol and a single level for requests. Our severity levels are Critical (P1), Standard (P3), and Request (P4). Service Levels and response targets are based on Priority. Any needed information, feature enhancements, administrative inquiries are all classified as a request. The following is a severity summary and standard target percentages are listed in the table below.

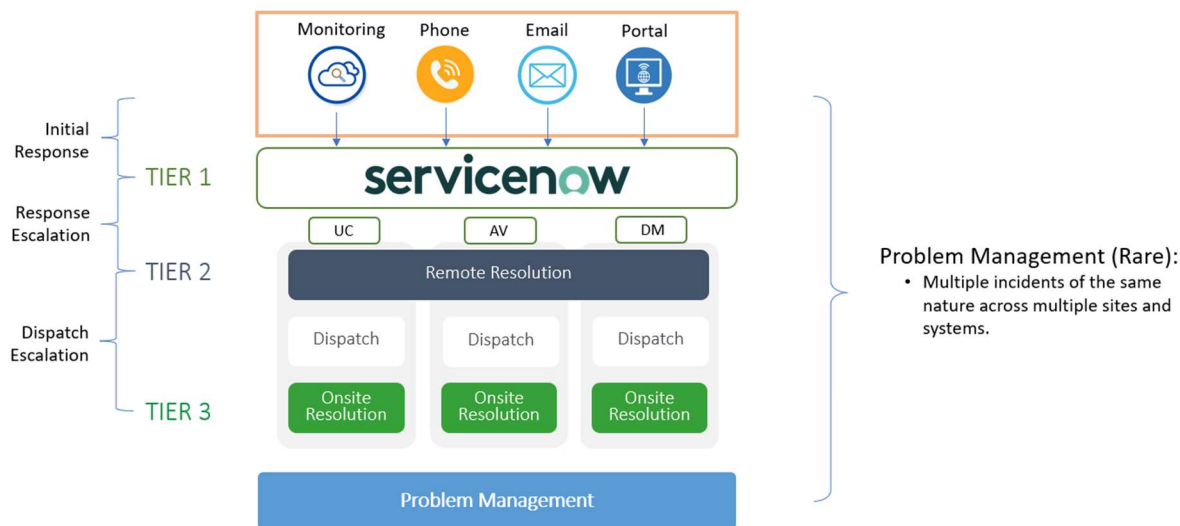
Target Percentage for Standard Level Agreements (SLA)					
Priority	Details	Incident Management Response	Remote Support Response	Onsite Dispatch (if included)	Target (%)

Critical (P1)	<p>Multiple devices are down, unable to serve data, in a state of frequent or repeating "panic" or "hang," or is in a state of degraded performance sufficient to prevent normal business operations. At this severity, both FORTÉ and client must commit the appropriate personnel to restore the system to a functional state or until a mutually agreeable workaround is provided.</p> <p>NOTE: Email support initiation does not apply – Urgent incidents should be coordinated and requested via phone. Email initiation is logged as Standard (P3).</p>	<p>Calls: 60 Seconds for calls answered</p> <p>Voicemail: 2 business hours</p> <p>Email: N/A</p>	4 business hours	8 business hours	80
Standard (P3)	<p>Device is experiencing and issue, anomaly, or cosmetic defect that inflicts little or no business impact. FORTÉ will provide a viable and mutually agreeable workaround until a more permanent hardware/software upgrade exists to mitigate the incident.</p>	<p>Calls: 60 Seconds for calls answered</p> <p>Voicemail: 2 business hours</p> <p>Email: 4 business hours</p>	8 business hours	8 business hours	80
Request (P4)	<p>Normal requests for information regarding the installation, configuration, use and maintenance of systems under management. This includes administrative inquiries. There is no impact to your production systems or business operations.</p>	<p>Calls: 60 Seconds for calls answered</p> <p>Voicemail: 4 business hours</p> <p>Email: 4 business hours</p>	16 business hours	Best Effort / Scheduled	80

SYSTEM SUPPORT WORKFLOW

FORTÉ follows an Information Technology Infrastructure Library (ITIL) framework with our approach to technology services. Generally, our tiered workflow approach will follow this structure:

1. Incident is reported via monitoring (when purchased), phone, email, or portal (when available)
2. Incident is logged in ServiceNow and triaged (Tier 1)
3. UC / AV / DM Troubleshooting and Remote Resolution (Tier 2)
 - a. Tier 2 remediation (and SLA) begins after Tier 1 triage has been completed.
4. Dispatch Escalation and Resolution (Tier 3)
 - a. Tier 3 Escalation (and SLA) begins after Tier 2 remediation has been attempted.



SERVICE COVERAGE TIME & TIER LEVELS DESCRIPTION

Coverage hours for the ProSupport department are defined as:

8 x 5	FORTÉ will provide 8 x 5 coverage across the time zone locations of the systems under coverage (North America only)
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FORTÉ ProSupport department is the initial contact point for any incoming incident. Upon identification of an issue, the ProSupport team will attempt to restore the technology service back to normal operations. Remediation activities will take place at different tiers of service, but all following a specific workflow. A general description of what happens at each tier level is as follows:

TIER 1 SERVICES:

Tier 1 services are the initial point of contact for any issue and are primarily made up of Incident Management responsibilities. Typical responsibilities for Tier 1 include:

- Taking ownership of incidents in our ServiceNow ITSM system for all issues reported or alerted on. Each incident request will have a unique reference number which is used to allow the support staff to quickly locate, add to or communicate the status of the user's issue or request.
- Assign a severity or update the severity of each incident (Critical, Standard, or Request)
- Provide electronic receipt notification for each incident.
- Provide rapid response and initial triage and technical support.
- Perform remote trouble isolation, resolution, or escalation to a Tier 2 Technician if needed.
- Ongoing status updates and case management through incident resolution.

TIER 2 SERVICES:

Tier 2 services are made up of various remote resolver groups. Escalations will take place at this level. FORTÉ will engage with a remote resolver that specializes in the incident in question. Typical responsibilities for Tier 2 include:

- Specific fault isolation down to the component level.
- Perform specific hardware configuration changes.
- Perform overall system configuration changes.
- In-depth analysis, log analysis, fault tracking and tracing.
- In-depth understanding of the core technologies utilized for corrective action.
- Promote the incident to Tier 3 escalation as needed.

TIER 3 SERVICES (available as SSA master number - if included):

Tier 3 services are made up of onsite resources that are available for dispatch. The ProSupport team will take the learnings from Tier 1 and Tier 2 teams and dispatch a site technician with the correct repair or replacement technology to fully resolve the incident. Typical responsibilities for Tier 3 include:

- Room repair and configuration changes.
- Control and audio system programming.
- Hardware swaps of on-hand critical components.
- Coordination of replacement parts.
- RMA or equipment returns to the manufacturer.
- Advanced diagnostic troubleshooting of cable paths and component level devices.
- Software and firmware updates, as well as identification of incompatible revisions.
- Acceptance testing of the resolved system.
- System health checks (preventative maintenance).

- System reimaging to correct OS/BIOS failures or to generally reconstruct a system back to functionality.

PROBLEM MANAGEMENT:

FORTÉ has a proven problem management process aimed to resolve the root causes of any Tier 3 incidents that are unresolved. Unfortunately, there are occasions where multiple issues happen across multiple platforms. These issues are escalated into an ITIL Problem. A problem in this context is the unknown underlying cause of one or more incidents, and a known error is a problem that is successfully diagnosed and for which either a work-around or a permanent resolution has been identified. Problems can also be identified from a single significant incident, indicative of a single error, for which the cause is unknown, but for which the impact is significant.

A known error is a condition identified by successful diagnosis of the root cause of a problem, and the subsequent development of a work-around. Problem management differs from incident management in that Problem Management aims primarily to find and resolve the root cause of a problem and thus prevent further incidents while the purpose of Incident Management is to return the service to normal level as soon as possible, with the shortest possible business impact.

CONTACTS

FORTÉ Service team can be reached by:

- National Support Phone: 800-488-4954
- email: support@ourforte.com
- Portal: Contact your local FORTÉ representative for instructions.

SYSTEM SUPPORT DEFINITIONS

System – Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables, Owner Furnished Equipment, and Obsolete Equipment.

Remote Support – Means a service whereby remote calls made to communications and terminal equipment via Customer provided IP connection to determine failures and remedies. Only available where equipment is capable and configured by FORTÉ to provide same.

Onsite Support - Service level response assumes customer location is within 60 miles of an FORTÉ Service Center. Additional travel costs may apply if the customer location is beyond 60 miles of an FORTÉ Service Center.

Consumables – Means parts such as recording media, batteries, projection lamps and bulbs, etc. Consumables are parts that are not included under this Agreement.

Obsolete Equipment – Defined as items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer. Obsolete Equipment are parts that are not included under this Agreement.

Software Update Assistance – Defined as revisions of existing software which provide maintenance to correct software errors. Assumes software is provided at no charge by the manufacturer or covered under a valid manufacturer maintenance contract. Cascading software dependencies may impact ability to issue updates. Software and features which require additional licensing are not included under this Agreement. Changes to custom templates or scripts after initial deployment are available separate from this agreement.

SYSTEM SUPPORT TERMS

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of substantial completion or System Support Agreement invoice date; whichever is applicable. Coverage will extend for the duration specified by the corresponding line item description found in the Product and Services Detail section of this Agreement. FORTÉ reserves the right to withhold services until the invoice is paid in full.

Exclusions – For situations where FORTÉ is providing service or support under this Agreement, no cost service, maintenance or repair shall not apply to the Equipment if any person other than an FORTÉ technician or other person authorized by FORTÉ, without FORTÉ prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance or repair shall not apply if FORTÉ determines, in its sole discretion, that the problems with the Equipment were caused by (a) Customer's negligence; or (b) theft, abuse, fire, flood, wind, lighting, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning and humidity control.

Systems Support Terms are in addition to FORTÉ's General Terms and Conditions of Sale.



CITY OF FARMERS BRANCH TEXAS

CITY OF FARMERS BRANCH PURCHASING RIDER

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the contractor, consultant or vendor agrees that the below terms and conditions shall govern all agreements with the City of Farmers Branch, Texas, unless otherwise agreed to by a written amendment separate from the contract or purchase order, provided same is permissible by law. Absent a specific amendment, the below terms are binding and supersede any and all other terms and/or conditions whether oral or written.

As used herein, "Vendor" means the contractor, supplier, licensor, seller, consultant or other party, by whatever description may be used, in its Contract with the City. The "Contract" is the agreement between the Vendor and the City, including all attachments, exhibits, appendices, addenda and other matters that are intended to be a part of the agreement between the parties.

Application. This Purchasing Rider ("Rider") supplements and amends the Contract between the parties and takes precedence over any conflicting provision in the Contract, including but not limited to provisions in or an attachment to the Response to Solicitation or Bid, Contract, Agreement, Quote, Invoice or Purchase Order, as applicable. Any general terms or conditions proposed by Vendor as a part of its agreement with the City are subordinate to the terms of this Rider where in conflict.

Payment Provisions. The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. The City reserves the right to withhold all or part of any payment if a genuine dispute exists as to the goods or services for which the payment is intended. The City will remit any undisputed portion, and the parties will exercise diligence to resolve the dispute. No invoice, quote or purchase order submitted by Vendor will modify any term of this Rider or the Contract.

Multiyear Contracts. If the City Council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective, funds have not been appropriated, and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the Contract at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City's budget for the fiscal year in question. The City may execute such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

Local Preference. The City Council supports the local preference option for purchasing. In accordance with Chapter 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received, provided such action is not prohibited by law.

Abandonment or Default. A Vendor who abandons or defaults the work on the contract and causes the City to purchase goods, materials or services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto; may be considered disqualified in any re-advertisement of the service; and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

Cancellation. the City reserves the right to cancel the contract without penalty based on the public convenience by providing 30 days prior written notice to the Vendor. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation, and the City shall pay Vendor for work

performed or materials supplied up to the date of termination. If the City has prepaid, the Vendor shall refund the City's payment, prorated to the date of termination.

Compliance with other laws and certification of eligibility to contract. Any offer to contract with the City shall be considered an executed certification that the Vendor will comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court, administrative bodies or tribunals in any matter affecting the performance of the Contract, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations.

Liability Limitations. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

Indemnity and Independent Vendor Status of Vendor. Vendor shall indemnify, hold harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Vendor, its officers, agents, and employees. It is understood and agreed that the Vendor and any employee or subcontractor of Vendor shall not be considered an employee of the City. The Vendor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all Vendor's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City or is found to interfere with the effective and efficient operation of the City's workplace.

Viruses and Malware. Vendor's indemnity obligations extend to its failure to implement and maintain reasonable measures and precautions to protect the City and the City's facilities from data breaches and the introduction into the City's computer network of any programs, mechanisms, programming devices, malware or other computer code (i) designed to disrupt, disable, harm, or otherwise impede in any manner the operation of any software program or code, or any computer system or network (commonly referred to as "malware", "spyware", "viruses" or "worms"); (ii) that would disable or impair the operation thereof or of any software, computer system or network in any way based on the elapsing of a period of time or the advancement to a

particular date or other numeral (referred to as "time bombs", "time locks", or "drop dead" devices); (iii) is designed to or could reasonably be used to permit a party or any third party to access any computer system or network (referred to as "trojans", "traps", "access codes" or "trap door" devices); or (iv) is designed to or could reasonably be used to permit a party or any third party to track, monitor or otherwise report the operation and use of any software program or any computer system or network by the other party or any of its customers. The Vendor will hold harmless, indemnify and defend the City from and against data breaches and malware, ransomware, viruses or other electronic software, routines, programs, codes or devices that may damage or impair the City's computer facilities arising from the Vendor's performance under this Agreement.

Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law is invalid.

Tax Exemption. The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes and federal excise tax. Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request.

Sovereign Immunity. Any provision of the Contract that seeks to waive the City's immunity from suit and/or liability is void unless agreed to by specific acknowledgement of the provision within the contract.

Governing Law and Venue. Texas law governs this Contract and any suit on this Contract must be filed in a court of proper jurisdiction in Dallas County, Texas.

Right to trial by Jury. Any provision of the Contract that seeks to waive an aggrieved Party's right to trial by jury is void.

Certificate of Interested Parties (TEC Form 1295). For contracts that require City Council approval or that is for services that would require a person to register as a lobbyist under Chapter 305 of the Texas Government Code, the City may not accept or enter into a contract until it has received from the Vendor a completed and signed Texas Ethics Commission (TEC) Form 1295 complete with a certificate number assigned by the (TEC), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Vendor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the City prior to the award of the contract. Neither the City nor

its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any potential Vendor with respect to the proper completion of the TEC Form 1295.

Energy Boycott. In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 13), the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that the company: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The signatory executing the Contract on behalf of Vendor verifies Vendor does not boycott energy companies and will not boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City determines the requirements of Subsection 2274.002(b) are inconsistent with the City's constitutional or statutory duties related to the issuance, incurrence or management of debt obligations or the deposit, custody, management, borrowing or investment of funds.

Firearms. In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 19) the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that the company: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing the Contract on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City contracts with a sole-source provider or if the City does not receive any bids, if applicable, from a company that is able to provide the required verification.

Critical Infrastructure. In accordance with Chapter 2274, Texas Government Code, the City may not enter into a contract or agreement with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more (1) if the company would be granted direct or remote access to or control of critical infrastructure in Texas, excluding access specifically allowed by the City for product warranty and support purposes and (2) if the City knows the company is (A) owned by or the a majority of stock or other ownership interest of the company is held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country or (ii) a company or other entity,

including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of such countries, or (B) headquartered in such countries. The signatory executing the Contract on behalf of Vendor represents that neither Vendor nor any of its parent companies, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company of which the City may not contract pursuant to Section 2274.0102, Texas Government Code. The foregoing verification is made solely to comply with Section 2274.0102, Texas Government Code.

Anti-Boycott Israel Verification. In accordance with Chapter 2271, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing the Contract on behalf of Vendor verifies that Vendor and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Vendor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than \$100,000.

Iran, Sudan, and Foreign Terrorist Organizations. The signatory executing the Contract on behalf of Vendor represents that neither Vendor nor any of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>,
or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries,

and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands “affiliate” to mean

any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.