

**CITY OF CONROE
PURCHASING DEPARTMENT
REQUEST FOR QUOTES**

The City of Conroe hereby solicits quotes for Kidzfest entertainment attractions.

Quotes shall be submitted through Vendor Registry.

Date: April 15, 2024

Bids are due: April 23, 2024

Requesting Dept: Parks and Recreation Department

Materials or Services to be delivered FOB to Conroe Texas.



INSTRUCTIONS: - - - - -PLEASE READ CAREFULLY

1. The City of Conroe, Tax No. 74-6000-555 is exempt from all Federal Excise Taxes. Do not include tax in your bid price or invoice. Taxable items must be so designated, and the City will supply contractor with Tax Exemption Certificate, properly executed. Prices should be itemized.
2. The City of Conroe will pay for articles or services purchased under this bid within thirty (30) days after due and proper delivery or performance of service is made and accompanied by an invoice.
3. This purchasing contract is subject to the attached **Purchasing Terms and General Conditions**.
4. In case of discrepancy between the unit price and the extension price, the unit price will be taken.
5. **ALL PROPOSALS MUST BE SIGNED BY HAND.**

The undersigned hereby offers to furnish and deliver the articles or services as specified above at the prices and terms there stated and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal.

Work Can Begin: _____ Cash Discounts _____ % _____ Days

Names of Business: _____

Mailing Address: _____

City: _____ State: _____ Zip _____

By: _____ Title _____

Phone: _____ E-Mail: _____

PROJECT OVERVIEW

The City of Conroe hereby solicits quotes for Entertainment Attractions for the City of Conroe KidzFest. The vendors may bid on each separate event or all of them. The awarded vendor will sign a contract with the City of Conroe. A sample contract is attached.

SCOPE OF WORK

Scope of Work

The City of Conroe is seeking entertainment attractions for the City of Conroe KidzFest located in Downtown Conroe.

Background

The City of Conroe Parks and Recreation Department hosts and annual KidzFest festival in April.

Considerations

Due to the diverse nature of the attractions requested, contracts specific to each attraction will be required as part of this bid package. Please sign the quote form and return this entire package as your response.

2024 PARKS AND RECREATION ENTERTAINMENT PRICING SHEET

Bid # 1 KidzFest

April 27, 2024

10A – 4P

Downtown Conroe

ITEM#	<u>GIANT BUBBLE STATIONS</u> Must Provide adequate attendants for each event Follow specifications listed in scope of work in RFP	QTY.	UNIT PRICE	TOTAL
1	EVENT: KIDZFEST			
	Giant Bubble Experience for KidzFest Minimum 4 attendants – Tier 1 professional level Provide continuous interactive play experience Non-toxic ingredients required	75 or more stations	\$	\$
	Grand Total for Giant Bubble Stations \$ _____			
ITEM#	<u>PONY CAROUSELS</u> Must Provide adequate attendants for each event Follow specifications listed in scope of work in RFP	QTY.	UNIT PRICE	TOTAL
	EVENT: KIDZFEST			
	TWO 6 Pony Carousels for KidzFest	2 Carousels	\$	\$

2	Grand Total for Pony Carousels \$ _____
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ITEM#	<u>PETTING ZOO</u> Must Provide adequate attendants for each event Follow specifications listed in scope of work in RFP	QTY.	UNIT PRICE	TOTAL
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3	EVENT: KIDZFEST			
	List all of the animals you can provide in your petting zoo for KidzFest:			
	Grand Total for Petting Zoo \$ _____			

ITEM#	<u>INFLATABLES</u> Must Provide adequate attendants for each event Follow specifications listed in scope of work in RFP	QTY.	UNIT PRICE	TOTAL
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4	EVENT: KIDZFEST			
	60 ft. Inflatable Obstacle course with: dual lane slides, climbing walls, and squeeze play	1	\$	\$
	35-40 ft. Inflatable Obstacle course with: slides, climbing walls, and squeeze play	1	\$	\$
	Basic Bounce House with: Primary colors and Kid theme design	1	\$	\$
	40 ft. Inflatable Slip N Slide with: dual lane slides and 10' landing pool	1	\$	\$
	20 ft. Inflatable Crocodile Water Slide with: dual lane slides	1	\$	\$
	Basic Bounce house for ages 5 and under	1	\$	\$
	Generator(s) to run all inflatables for this event		\$	\$
	Total for Inflatables for KidzFest \$ _____			

ITEM #	<p align="center"><u>Rock Wall</u> Must Provide adequate attendants for each event Follow specifications listed in scope of work in RFP</p>	QTY.	UNIT PRICE	TOTAL
5	EVENT: KidzFest			
	3 to 4 Lane / 25 ft. Rock Wall with: Safety fencing and 2 staff members	1	\$	\$
Grand Total for Rock Wall at KidzFest \$ _____				

CONTRACT TERM - The term of the contract shall be for the duration of the project.

NAME OF COMPANY _____

TERMS, CONDITIONS AND CLAUSES

- 1.0 **Owner** - The City reserves the right to award parts of bids, reject any or all bids and to waive technical irregularities in the bids. The award will be made to the bidder who provides the goods and services at the best value for the City.
- 2.0 **Questions and Inquires** -Bidder’s desiring further information or interpretation must request such information in the questions section of Vendor Registry.
- 3.0 **Submission of Quotes** - Submit electronically through Vendor Registry or email the response to Kristina Colville, Purchasing Manager kolville@cityofconroe.org.
- 4.0 **Information Clarification** - All questions shall be asked through Vendor Registry. Should a Bidder discover a discrepancy or an omission in the plans or specifications, he should at once notify the Purchasing Department so that an addendum can be issued. No explanation or interpretation other than an addendum issued by the City will be considered official or binding.
- 5.0 **Substitutions** - Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but to set a definite standard of quality or performance, and to establish an equal basis for the

evaluation of bids. In preparing his bid, each bidder is expected to include in his base bid the cost of the items so specified.

6.0 **References** - The City of Conroe may request bidders to supply, with this Invitation to Bid, a list of at least five (5) references where like services have been supplied by their firm. Include name of firm, contact person, address, telephone number and fax number.

7.0 **Materials and Services** - The Bidder warrants that goods, materials or services delivered to the City will meet the minimum specifications set forth therein. Bidder shall furnish all data pertinent to specifications and warranties, which apply to items in the bid.

8.0 **Price of Materials and Sales Tax**- Prices for all goods or services shall remain firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. Any price not shown on the bid sheet will not be honored by invoice. No price changes, additions or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten. Transportation, freight or other charges are to be prepaid by the bidder and included in the bid price. If there are additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder must indicate both items required and attendant cost or forfeit the right to payment.

This Contract is issued by an organization, which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act.

9.0 **Antitrust Affirmation** - The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Response, neither I nor any representative of the Respondent have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Response, neither I nor any representative of the Respondent have violated any federal antitrust law; and (3) neither I nor any representative of the Respondent have directly or indirectly communicated any of the contents of this Response to a competitor of the Respondent or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Respondent.

10.0 **Assignment** - Respondent shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from the Agency. Any attempted assignment in violation of this provision is void and without effect.

11.0 **Buy Texas Affirmation** - In accordance with Section 2155.4441 of the Texas Government Code, Respondent agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

12.0 **Child Support Obligation Affirmation** - Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate in addition to other remedies set out in 231.006(f).

13.0 **COVID-19 Vaccine Passport Prohibition** - Respondent certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Respondent's business. Respondent acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract.

14.0 **Data Management and Security Controls** - In accordance with Section 2054.138 of the Texas Government Code, Respondent certifies that it will comply with the security controls required under this contract and will maintain records and make them available to the City of Conroe as evidence of Respondent's compliance with the required controls.

- 15.0 **Dealings with Public Servants Affirmation** - Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Response.
- 16.0 **Debts and Delinquencies Affirmation** - Respondent agrees that any payments due under the contract shall be applied towards any debt or delinquency that is owed to the City of Conroe, Montgomery County, State of Texas.
- 17.0 **Disclosure** - There will be no disclosure of the contents to competing firms until the contract is awarded. All proposals will be kept confidential during the negotiation process. Once the contract has been awarded all proposals will be open for public inspection, except for trade secrets and confidential information, which the firm identifies as proprietary.
- 18.0 **Dispute Resolution (General)** - The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract.
- 19.0 **Excess Obligations Prohibited:** - The contract is subject to termination or cancellation, without penalty to the City, either in whole or in part, subject to the availability of City funds.
- 20.0 **Excluded Parties:** - Respondent certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control
- 21.0 **False Statements** - Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract
- 22.0 **Governing Law and Venue** - The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Montgomery County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting Agency.
- 23.0 **Human Trafficking Prohibition** - Prohibition Under Section 2155.0061 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate
- 24.0 **Indemnification:** BIDDER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF CONROE, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF BIDDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY BIDDER WITH THE OFFICE OF THE CITY ATTORNEY WHEN THE CITY IS NAMED DEFENDANT IN ANY LAWSUIT AND BIDDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE CITY ATTORNEY. BIDDER AND CITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

- 25.0 **No Conflict of Interest** - Respondent represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- 26.0 **Signature Authority** - By submitting the Response, Bidder represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract that may result from the submission of this Response.
- 27.0 **City's Right to Audit** - The City may appoint an auditor to conduct an audit or investigation of any entity receiving funds from the City directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the City auditor, under the direction of the City Council, to conduct an audit or investigation in connection with those funds. Under the direction of the City Council, an entity that is the subject of an audit or investigation by the City auditor must provide the City auditor with access to any information the City auditor considers relevant to the investigation or audit.
- 28.0 **Suspension and Debarment** - Respondent certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.
- 29.0 **Terms and Conditions Attached to Response** - Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.
- 30.0 **Texas Bidder Affirmation** - Respondent certifies that if a Texas address is shown as the address of the Respondent on this Response, Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
- 31.0 **Americans with Disabilities Act** - Respondent represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA) and its implementing regulations, as each may be amended.
- 32.0 **Change in Law and Compliance with Laws** - Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- 33.0 **Disclosure of Interested Parties** - Respondent represents and warrants that if selected for award of a contract as a result of the Solicitation, Respondent will submit to the City of Conroe a Certificate of Interested Parties prior to contract execution in accordance with Section 2252.908 of the Texas Government Code.
- 34.0 **Discounts** - If Respondent at any time during the term of the contract provides a discount on the final contract costs, Respondent will notify City in writing ten (10) calendar days prior to effective date of discount. Agency will generate a Purchase Order Change Notice and send a revised Purchase Order to Respondent.
- 35.0 **Equal Employment Opportunity** - Respondent represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.
- 36.0 **Force Majeure** - Neither Respondent nor City shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not

reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

- 37.0 **Immigration** - Respondent represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 *et seq.*) and all subsequent immigration laws and amendments.
- 38.0 **Independent Contractor** - Respondent acknowledges and agrees that it is furnishing products and services in the capacity of an independent contractor and that Respondent and its personnel are not employees of the City.
- 391.0 **Legal and regulatory actions** - Respondent represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Respondent or any of the individuals or entities included in the Response within the five (5) calendar years immediately preceding the submission of the Response that would or could impair Respondent's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Agency's consideration of the Response. If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Respondent's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Agency's consideration of the Response. In addition, Respondent represents and warrants that it shall notify Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update Agency shall constitute breach of contract and may result in immediate termination of the contract
- 40.0 **Limitation on Authority** - Respondent shall have no authority to act for or on behalf of City except as expressly provided for in the contract; no other authority, power or use is granted or implied. Respondent may not incur any debt, obligation, expense or liability of any kind on behalf of the City.
- 41.0 **No Implied Waiver** - The failure of a Party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in the contract shall not be construed as a waiver or a relinquishment thereof for the future.
- 42.0 **No Quantity Guarantees** - Agency makes no express or implied warranty whatsoever that any minimum compensation or minimum quantity will be guaranteed under the contract.
- 43.0 **No Third- Party Beneficiaries** - The contract is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the contract as a third-party beneficiary or otherwise.
- 44.0 **Record Retention** - Respondent shall maintain and retain all records relating to the performance of the contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Respondent for a period of seven (7) years after the contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later.
- 45.0 **Refund** - Respondent will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by Agency which are not expressly authorized under the contract.
- 46.0 **Severability** - If any provision of the contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

- 47.0 **Sovereign Immunity** - The Parties expressly agree that no provision of the contract is in any way intended to constitute a waiver by the City of any immunities from suit or from liability that the City may have by operation of law.
- 48.0 **Subcontractors** - Respondent may not subcontract any or all of the work and/or obligations due under the contract without prior written approval of the Agency. Subcontracts, if any, entered into by the Respondent shall be in writing and be subject to the requirements of the contract. Should Respondent subcontract any of the services required in the contract, Respondent expressly understands and acknowledges that in entering into such subcontract(s), Agency is in no manner liable to any subcontractor(s) of Respondent. In no event shall this provision relieve Respondent of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract.
- 49.0 **Survival** - Expiration or termination of the contract for any reason does not release Respondent from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.
- 50.0 **Termination for Convenience** - Agency may terminate the contract for convenience on thirty (30) calendar days' written notice. There is no buy out or other amounts due if Agency terminates early. Upon termination under this provision, Respondent shall refund to Agency any amounts attributable to the terminated months within thirty (30) days of the termination.

51.0 **Insurance Requirements:**

NO BID WILL BE CONSIDERED FOR AWARD IF THE VENDOR HAS NOT SUBMITTED AN INSURANCE FORM ALONG WITH THE BID

The Bidder shall procure and maintain, at its expense, during the term of this bid, at least the following insurance, covering work performed.

COVERAGES	LIMITS
A. Worker's Compensation	- As required by Texas Law
B. Employer's Liability	- \$ 500,000 each occurrence
C. Public Liability (Bodily injury)	- \$1,000,000 combined single limit
D. Public Liability (Property damage)	- \$1,000,000 combined single limit
E. Automobile Liability (Bodily injury)	- \$ 200,000 each person
F. Automobile Liability (Property damage)	- \$ 50,000 each occurrence

The Bidder agrees to furnish insurance certificates, showing the bidders compliance with this section if required by the City.

52.0 **Reserved.**

53.0 **Reserved.**

54.0 **Conditions of Work** - Bidders are expected to be fully informed of construction and labor conditions under which the work will be performed, and to have thoroughly reviewed the plans, contract documents and specifications. Failure to do so will not relieve a successful bidder of any obligations to furnish material and labor necessary to complete the project.

55.0 **Conditions of Conduct** - At all times any agent, officer, or employee of Bidder shall be present upon property owned by the City of Conroe, the terms and conditions of the Drug and Alcohol Policy currently adopted by the City of Conroe, shall be deemed applicable to such persons. Violations of terms and conditions while present on the premises owned by the City of Conroe shall be grounds for termination of any contract between the City and Bidder.

- 56.0 **Alternate Items** - No alternate bids or bid items will be considered unless they are specifically requested by the proposal.
- 57.0 **Unit Prices** - The unit price of each of the bid items in the bid proposal shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to the condition may be rejected. The unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.
- 58.0 **Corrections** - Erasures or other corrections in the bid must be noted over the signature of the bidder.
- 59.0 **Withdrawal of Bids** - Bids may be withdrawn by written request dispatched for delivery in the normal course of business prior to the bid opening. The bid guaranty of any bidder withdrawing his bid in accordance with the above will be returned promptly.
- 60.0 **Award of / Rejection of Bids** - The City reserves the right to consider as unqualified to do the work, any bidder who does not habitually perform with his own forces, the major portions of the work involved in construction of the improvements embraced in this contract.
- 61.0 **Change Orders** - The Owner may, at any time or from time to time, order additions, deletions or revisions to the Work; such changes will be authorized by written Change Order to be prepared by the PARKS SUPERINTENDENT for execution by the OWNER and the CONTRACTOR. The Change Order shall set forth the basis for any change in contract price as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

Any request by the CONTRACTOR for a change in Contract Price shall be made prior to beginning the work covered by the proposed change.

It is agreed that the basis of compensation to the CONTRACTOR for Work either added or deleted by a Change Order of for which a claim for Extra Work is made shall be determined by one or more of the following methods:

- Method (A) - By agreed unit prices; or
- Method (B) - By agreed lump sum; or
- Method (C) - Actual field cost of the work, plus fifteen (15) percent.

- 62.0 **Payment** - City Staff shall review all Contractors' application for payment and supporting data to determine the amount owed to the Contractor. Once approved payment will be scheduled within thirty (30) days upon complete delivery and acceptance of all equipment/material and receipt of an original invoice for the equipment/material complying with the terms and conditions of the award. The City reserves the right to withhold up to ten percent (10%) of the purchase price in the event there is a conditional acceptance.
- 63.0 **Reimbursements** - There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request and the City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.
- 64.0 **Bid Agreement and Certification:**

The Undersigned Agrees That:

- A. No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.

- B. Prices in this proposal have not knowingly been disclosed with any other provider and will not be prior to award.
- C. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- D. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- E. The individual signing this proposal certifies that he/she is a legal agent of the bidder, authorized to represent the bidder and is legally responsible for the offer with regard to supporting documentation and prices provided.

By my signature below I agree to comply with all of the specifications, terms, conditions and clauses pertaining to this quote.

(Company Name)

(Name of Authorized Agent – Printed)

(Street Address / P.O. Box)

(Authorized Agent Signature)

(City / State / Zip Code)

(Date)

(Phone)

Agreement between _____ and The City of Conroe

_____ (“Vendor”) and the City of Conroe (“Conroe”) agree to the rental of bounce houses (“bouncers”) and any and/all other equipment identified in the proposal and/or invoice to be used for the KIDZFEST event in the City’s HERITAGE PLACE Park and the CONROE DEVELOPMENT INDUSTRIAL CORPORATION LOT. The term “bouncer” includes all inflatable units such as: bounce houses, obstacle courses, ball pits, slides, etc. The bouncers are intended for use by children but may include a Park or parental supervisor to ensure the safety of the children.

Bouncers are considered amusement rides and must comply with the requirements of Texas Occupations Code § 2151. Vendor must also comply with Occupations Code § 2151.

I. SCOPE OF WORK:

- 1.1. Vendor will deliver and install the bounce houses and other equipment as directed by the Park Supervisor or their designated representative. City’s direction is limited to the general location of placement of the bouncers and equipment. Vendor will select the installation site to ensure proper operation and safety of each bouncer and piece of equipment. City will select smooth areas which are not likely to cause damage to the bouncers and equipment, such as grass, pavement, or other such surface for placement of the bouncers and equipment.
- 1.2. Vendor will deliver the bouncers and equipment to the HERITAGE PLACE Park and CONROE DEVELOPMENT INDUSTRIAL CORPORATION LOT in the City of Conroe, located at 500 Collins St., Conroe TX 77301
- 1.3. Installation will be completed not less than 30 minutes prior to the opening of the event at _____ a.m./p.m. Vendor will be granted access at least one hour prior to the opening of the event. If Vendor requires more time for installation, such as the delivery and installation of several bouncers and equipment, Vendor may arrange a more appropriate delivery time with the Park Supervisor or their designated representative.
- 1.4. Installation shall include the proper anchoring of the bouncers and equipment. Anchoring may include stakes, sandbags, or other means of securing the bouncers and equipment to the ground as recommended by the bouncer’s manufacturer. The Park Supervisor or their designated representative must approve of the anchoring method to be used, in accordance with the Park’s rules and other guidance.
- 1.5. Installation shall also include ensuring all connections are in accordance with the manufacturer’s requirements.
- 1.6. The City will not relocate bouncers or equipment that has been installed by the Vendor, except for equipment which designed to be moved or is intended to be mobile.
- 1.7. The City will provide power sources for the bouncers and equipment as necessary or will include generators in the rental.

- 1.8. Vendor will provide to the City a copy of the valid and latest safety inspection certificate for each bouncer being rented by the City.
- 1.9. Vendor will provide a copy of their insurance certificate or insurance policy pertaining to amusement rides in compliance with Texas Occupations Code § 2151.
- 1.10. Vendor will ensure proper operation of the bounce houses and equipment functions in accordance with the manufacturer's specifications before completing their delivery and installation.
- 1.11. Vendor shall remove the bouncers and equipment as soon as is reasonably possible following the event for which the bouncers and equipment are being used. The City will attempt to accommodate the Vendor in completing the task. The City shall not be liable for any bouncer or other equipment item or damage to any bouncer or equipment item that is not promptly removed from the City's property.
- 1.12. The City will abide by the following safety rules:
 - 1.12.1. City will not utilize the bouncers in high winds or with gusty winds. Vendor shall provide the City with the maximum wind speed and wind gust speed for safe use, per the manufacturer's specifications. In no event shall the City use the bouncer in winds greater than 25 miles per hour.
 - 1.12.2. City will limit the number of persons in accordance with the manufacturer's recommended limits. Vendor shall provide the manufacturer's specifications for each bouncer.
 - 1.12.3. City will not use the bouncers during thunderstorms, nor with lightening within 5 miles of the event. [Parks must verify the proper distance from the venue in accordance with policy, safety guidelines, and best practices]
 - 1.12.4. City will resume use of bouncers when weather conditions permit.
 - 1.12.5. City will not allow sharp objects (shoes, glasses, belt buckles, knives, etc.) in the bouncer.
 - 1.12.6. City will not allow food, beverages, toys, silly string, balls, confetti, streamers, etc. in the bouncer.
 - 1.12.7. City will not allow children to climb the netting or on top of the bouncers, except when the bouncer is designed for climbing; for example: slides and obstacle courses.
 - 1.12.8. City will ensure a supervisor, either a City employee, volunteer, or parent, is present at all times during the use of the bouncer.

1.12.9. City will discontinue use of a bouncer if the blower cannot maintain proper air flow to support the bouncer. Vendor may be called to replace the blower if the issue with the blower does not include the City's power source. No fees will be paid for support.

1.13. [Insert additional requirements and information as necessary. E.g.: Equipment, lines, access panels, location installed within City facility, etc.]

II. ADDITIONAL TERMS AND CONDITIONS

2.1. Payment

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2. Taxes

Purchases made for the City use are exempt from the State Sales Tax and Federal Excise Tax. City will furnish Tax Exemption Certificates upon request. Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from the contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. The City shall not be liable for any taxes resulting from the contract.

2.3. Dispute Resolution

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract.

If the Contractor's claim for breach of Contract cannot be resolved informally with the City, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Contractor shall submit written notice, as required by Chapter 2260, to the individual identified in the Contract for receipt of notices. Any informal resolution efforts shall in no way modify the requirements or toll the timing of the formal written notice of a claim for breach of contract required under §2260.051 of the Texas Government Code. Compliance by the Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

The contested case process provided in Chapter 2260 is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of Contract by the City if the parties are unable to resolve their disputes as described above.

Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by the City, the Contractor shall continue performance and shall not be excused from performance during the period any breach of contract claim or while the dispute is pending. However, the Contractor may suspend performance during the pendency of such claim or dispute if the Contractor has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

2.4. Excess Obligations Prohibited

The contract is subject to termination or cancellation, without penalty to City, either in whole or in part, subject to the availability of City funds. City is a city whose authority and appropriations are subject to actions of the Texas Legislature. If City becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either City's or Contractor's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, City will not be liable to Contractor for any damages, that are caused or associated with such termination, or cancellation, and City will not be required to give prior notice.

2.5. Reserved.

2.6. Indemnification

CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE CITY ATTORNEY WHEN THE CITY IS A NAMED DEFENDANT IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE CITY ATTORNEY. CONTRACTOR AND CITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

2.6. Reserved.

2.7. Severability

If any provision of the contract is construed to be illegal, invalid or unenforceable, such construction will not affect the legality, validity or enforceability of any of its other provisions. It is the intent and agreement of the parties to this contract that this contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this contract will continue in full force and effect.

2.8. Force Majeure.

Neither Contractor nor the City shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable

due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

2.9. Notices

Notices hereunder shall be deemed properly given when delivered. If delivered in person, or when sent via facsimile, overnight courier, electronic mail or when deposited with the U.S. Postal Service. The City shall notify Vendor of any changes to its address listed on any Service Order. The Vendor shall notify the City of any changes of their address, which notice shall be sent to: Secretary, City of Conroe, 300 W. Davis, Conroe, TX 77305. The notice shall be copied to the Parks department at: 1203 Candy Cane Ln., Conroe TX 77301.

2.10. Governing Law and Venue

The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Montgomery County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the City.

2.11. Antitrust Affirmation

The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Contract, neither I nor any representative of the Contractor have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Contract, neither I nor any representative of the Contractor have violated any federal antitrust law; and (3) neither I nor any representative of the Contractor have directly or indirectly communicated any of the contents of this Contract to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

2.12. Assignment

Contractor shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from the City. Any attempted assignment in violation of this provision is void and without effect.

2.13. Reserved.

2.14. Child Support Obligation Affirmation

Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate in addition to other remedies set out in 231.006(f).

2.15. Reserved.

2.16. Contracting Information Responsibilities

In accordance with Section 552.372 of the Texas Government Code, Contractor agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the City for the duration of the contract, (2) promptly provide to the City any contracting information related to the contract that is in the custody or possession of the Contractor on request of the City, and (3) on termination or expiration of the contract, either provide at no cost to the City all contracting information related to the contract that is in the custody or possession of the Contractor or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the City. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

2.17. COVID-19 Vaccine Passport Prohibition

Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a city-funded contract.

2.18. Critical Infrastructure Affirmation

Contractor certifies (i) that Contractor, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Contractor, is not owned by or the majority of stock or other ownership interest of Contractor is not held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; (ii) that Contractor including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Contractor, is not owned by or the majority of stock or other ownership interest of Contractor is not held or controlled by 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 China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; and (iii) that Contractor including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Contractor, is not headquartered in China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure.

2.19. Reserved.

2.20. Data Management and Security Controls

In accordance with Section 2054.138 of the Texas Government Code, Contractor certifies that it will comply with the security controls required under this contract and will maintain records and make them available to City as evidence of Contractor's compliance with the required controls.

2.21. Debts and Delinquencies Affirmation

Contractor agrees that any payments due under the contract shall be directly applied towards eliminating any debt or delinquency it has to the City of Conroe or the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

2.22. Reserved.

2.23. E-Verify Program

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of:

- 1) all persons employed by Contractor to perform duties within Texas; and
- 2) all persons, including subcontractors, assigned by Contractor to perform work pursuant the contract within the United States of America.

2.24. Excess Obligations Prohibited

The contract is subject to termination or cancellation, without penalty to City, either in whole or in part, subject to the availability of City funds. City is a city whose authority and appropriations are subject to actions of the Texas Legislature. If City becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either City's or Contractor's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, City will not be liable to Contractor for any damages, that are caused or associated with such termination, or cancellation, and City will not be required to give prior notice.

2.25. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control.

2.26. False Statements

Contractor represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Contract with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Contract and any resulting contract.

2.27. Reserved.

2.28. Reserved.

2.29. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

2.30. Reserved.

2.31. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, the Contractor certifies that the

individual or business entity named in this Contract or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

2.32. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

2.33. Public Information Act

Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the City pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the City.

2.34. Signature Authority

By submitting the Contract, Contractor represents and warrants that the individual submitting this document and the documents made part of this Contract is authorized to sign such documents on behalf of the Contractor and to bind the Contractor under any contract that may result from the submission of this Contract.

2.35. City's Right to Audit

The City may designate an auditor who may conduct an audit or investigation of any entity receiving funds from the City directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the City auditor, under the direction of the City Council, to conduct an audit or investigation in connection with those funds. Under the direction of the City Council, an entity that is the subject of an audit or investigation by the City auditor must provide the City auditor with access to any information the City auditor considers relevant to the investigation or audit.

2.36. Reserved.

2.37. Reserved.

2.38. Binding Effect

The contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees and delegates.

2.39. Change in Law and Compliance with Laws

Contractor shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the City, as these laws,

regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. The City reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for City's compliance with all applicable state and federal laws, regulations, requirements and guidelines.

2.40. Reserved.

2.41. Reserved.

2.42. Damage to Government Property

Contractor shall be liable for all damage to government-owned, leased, or occupied property and equipment caused by the Contractor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the contract. Contractor shall notify the City in writing of any such damage within one (1) calendar day. Contractor is responsible for the removal of all debris resulting from work performed under the contract.

2.43. Electrical Items

All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).

2.44. Reserved.

2.45. Federal Occupational Safety and Health Law

When applicable, Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

2.46. Reserved.

2.47. Independent Contractor

Contractor and Contractor's employees, representatives, agents, subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the contract. Neither Contractor nor the City is an agent of the other and neither may make any commitments on the other party's behalf. Should Contractor subcontract any of the services required in the contract, Contractor expressly understands and acknowledges that in entering into such subcontract(s), the City is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract. Contractor shall have no claim against the City for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The contract shall not create any joint venture, partnership, agency, or employment relationship between Contractor and the City.

2.48. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Contractor or any of the individuals or entities included in the Response within the five (5) calendar years immediately preceding the submission of the Response that would or could impair Contractor's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to the City's consideration of the Response. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Contractor's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to the City's consideration of the Response. In addition, Contractor represents and warrants that it shall notify the City in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update the City shall constitute breach of contract and may result in immediate termination of the contract.

2.49. Limitation on Authority

Contractor shall have no authority to act for or on behalf of the City except as expressly provided for in the contract; no other authority, power or use is granted or implied. Contractor may not incur any debt, obligation, expense or liability of any kind on behalf of the City.

2.50. Media Releases

Contractor shall not use the City's name, logo, or other likeness in any press release, marketing material, or other announcement without the City's prior written approval. The City does not endorse any vendor, commodity, or service. Contractor is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, the Response or the services to which they relate without the City's prior written consent, and then only in accordance with explicit written instructions from the City.

2.51. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised the City in writing of the facts and circumstances surrounding the convictions.

2.52. No Implied Waiver

No provision of the contract shall constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the City or otherwise available to the City. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in the contract or otherwise available to the City by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

2.53. Permits, Certifications, and Licenses

Contractor represents and warrants that it has determined what licenses, certifications and permits are required under the contract and has acquired all applicable licenses, certifications, and permits.

2.54. Records Retention

Contractor shall maintain and retain all records relating to the performance of the contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Contractor for a period of seven (7) years after the contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later.

2.55. Refund

Contractor will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by City which are not expressly authorized under the contract.

2.56. Sovereign Immunity

Nothing in the contract shall be construed as a waiver of the City's sovereign immunity. This contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the City. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the City under the contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. The City does not waive any privileges, rights, defenses, or immunities available to the City by entering into the contract or by its conduct prior to or subsequent to entering into the contract.

2.57. Subcontractors

Contractor may not subcontract any or all of the work and/or obligations due under the contract without prior written approval of the City. Subcontracts, if any, entered into by the Contractor shall be in writing and be subject to the requirements of the contract. Should Contractor subcontract any of the services required in the contract, Contractor expressly understands and acknowledges that in entering into such subcontract(s), City is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract.

2.58. Survival

Expiration or termination of the contract for any reason does not release Contractor from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

2.59. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor

certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

2.60. Use of City Property

Contractor is prohibited from using City Property for any purpose other than performing Services authorized under the contract. City Property includes, but is not limited to, City's office space, identification badges, City information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any City- issued software, and the City Virtual Private Network (VPN client)), and any other resources of City. Contractor shall not remove City Property from the continental United States. In addition, Contractor may not use any computing device to access City's network or e-mail while outside of the continental United States. Contractor shall not perform any maintenance services on City Property unless the contract expressly authorizes such services. During the time that City Property is in the possession of Contractor, Contractor shall be responsible for (i) all repair and replacement charges incurred by City that are associated with loss of City Property or damage beyond normal wear and tear and (ii) all charges attributable to Contractor's use of City Property that exceeds the contract scope. Contractor shall fully reimburse such charges to City within ten (10) calendar days of Contractor's receipt of City's notice of amount due. Use of City Property for a purpose not authorized by contract shall constitute breach of contract and may result in termination of the contract and the pursuit of other remedies available to City under contract, at law, or in equity.

Declaration. By my signature below I agree to comply with all the provisions of this Contract. I further understand any breach of the Contract entitles the City of Conroe a governmental entity to declare the Contract void within ten days after receipt of notice of breach.

SIGNED this _____ day of _____ 2024

Contractor: _____

The City of Conroe, Texas

By: _____

By: _____

Printed Name: _____

Attest: _____

Title: _____