



## City of San Marcos Standard Terms and Conditions

By entering into an agreement with the City of San Marcos, Contractor agrees to be governed by the following terms and conditions.

### 1. Definitions.

- a. Addendum is a written instrument issued by the City of San Marcos which clarify, correct or change the bidding/proposal requirements or the contract or solicitation documents prior to the due date of the bids/proposal. "Addenda" is the plural form of Addendum.
- b. Agreement means any contract, agreement, purchase order, contract award, response to production or any other document which references these Terms and Conditions.
- c. Contractor means any individual, company, corporation or other legal entity who has entered into an Agreement with the City.
- d. City means the City of San Marcos, Texas.
- e. City Council means the duly elected members of the City Council of the City of San Marcos.
- f. Deliverables shall have the same definition, if applicable, as found in the Agreement. If not defined in the Agreement, Deliverables shall mean any goods, whether tangible, digital, or otherwise, contracted for and due to City under the Agreement.
- g. Services shall have the same definition, if applicable, as found in the Agreement. If not defined in the Agreement, Services shall mean any required performance by Contractor, contracted for and due to City under the Agreement.
- h. Goods shall have the same definition as Deliverables. The terms Goods and Deliverables may be used interchangeably.
- i. HUB means Historically Underutilized Business and has the meaning given by State law.
- j. Texas Resident Bidder means a bidder whose principal place of business is in this state, and includes a bidder whose ultimate parent company or majority owner has its principal place of business in this state.
- k. Scope of Work or Specifications is a description of or requirements of the services or goods being solicited.
- l. Supplemental Terms and Conditions means general supplemental conditions to these Standard Terms and Conditions and shall have the same force and effect.
- m. Vendor has the same meaning as Contractor. The terms Vendor and Contractor may be used interchangeably.

2. **Package Deliverables.** Contractor will package goods in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price Unless otherwise

provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

3. **Shipment under Reservation Prohibited.** The Contractor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
4. **Title & Risk of Loss.** Title to and risk of loss of the goods shall pass to the City only when the City actually receives and accepts the goods.
5. **Delivery Terms and Transportation Charges.** Goods shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the goods. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
6. **Right of Inspection and Rejection.** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the goods at delivery before accepting them, and to reject defective or non-conforming goods. If the City has the right to inspect the Contractor's or the Contractor's Subcontractor's facilities, or the goods at the Contractor's or the Contractor's Subcontractor's premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
7. **No Replacement of Defective Tender.** Every tender or delivery of good must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a



breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

**8. Workforce.** The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Agreement.

**9. Payments.** City will pay Contractor for goods and services in accordance with Chapter 2251, *Texas Government Code*. City, a municipality in the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with Section 151.309, *Texas Tax Code*, and Title 34 *Texas Administrative Code* (“TAC”) Section 3.322.

**10. Limit on Value.** Contractor acknowledges and agrees that the total aggregate value of the Agreement together with any related change orders, amendments, or addendums will not exceed fifty thousand dollars (\$50,000.00) without the approval of the City Council of the City.

**11. Right to Audit.**

- a. Contractor agrees that the representatives of the Finance Department of the City or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- b. The Contractor shall include Section a. above in all subcontractor agreements entered into in connection with the Agreement.

**12. Access to Premise and City Rules.** Contractor will conduct all its operations on the City’s premises in conformity with all applicable federal and state laws, rules and regulations, and local ordinances and rules including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.

**13. Travel Expenses.** No travel, lodging or per diem expenses in connection with the Agreement will be reimbursed unless both the City and the Contractor come to written agreement on the terms of such reimbursement.

**14. Warranty-Title.** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished

under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

**15. Modifications.** This Agreement may be modified by a written amendment signed by both parties to the Agreement.

**16. Warranty-Price.**

- a. The Contractor warrants the prices quoted in the bid/proposal are no higher than the Contractor's current prices on orders by others for like goods under similar terms of purchase.
- b. The Contractor certifies that the prices in the bid/proposal have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- c. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like goods under similar terms of purchase.

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

- a. Recycled Deliverables shall be clearly identified as such.
- b. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
- c. Unless otherwise specified in the Agreement, the warranty period shall be at least one (1) year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City’s option and at no additional cost to the City. All costs incidental to



such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

- d. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Agreement from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
- e. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

**18. Warranty-Services.** The Contractor warrants and represents that all services to be provided the City under the Agreement will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State and local laws, rules or regulations.

- a. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
- b. Unless otherwise specified in the Agreement, the warranty period shall be at least one (1) year from the last date services have been paid for under the Agreement. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
- c. If the Contractor is unable or unwilling to perform its services in accordance with the above standard

as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Agreement from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

**19. Ownership and Use of Deliverables.** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

- a. Patents. As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- b. Copyrights. As to any Deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables. Should by operation of law, such Deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made- for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
- c. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The



Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Section 19 a., b., and c. shall continue after the termination of this Contract with respect to such Deliverables.

**20. Right to Use Specific City Marks.** Contractor understands and acknowledges that the City owns all rights to the name, logos, and symbols of City ("City Marks"). All rights to the City Marks will at all times remain the property of the City. Subject to these Terms and Conditions, the City may grant to Contractor a nonexclusive right to use those specific City Marks that are directly required to complete Contractor's obligations in the Agreement, and which are approved for use in accordance with this Section.

All use of the City Marks will be in a manner that (i) complies with applicable laws, City Rules; (ii) is consistent with Contractor's use of other City Marks under similar situations; and (iii) will not tarnish the City Marks. Any use of City Marks by Contractor **MUST** be approved as follows: Requests for approval will be in writing, accompanied by the material requested to be approved, will be transmitted by e-mail, express mail, overnight carrier, or regular mail, and will be addressed as follows:

Director,  
Communications City of  
San Marcos  
630 East Hopkins Street  
San Marcos, TX 78666  
Or [communicationsinfo@sanmarcostx.gov](mailto:communicationsinfo@sanmarcostx.gov)

City will notify Contractor via e-mail or facsimile of City's approval or disapproval of Contractor's request to utilize City Marks in accordance with this Section. Reasonable effort will be made to timely notify Contractor of approval or disapproval. Contractor should make every effort to submit all uses for approval as early as practicable.

**21. Insurance.** Contractor acknowledges that City, as a municipality in the State of Texas, maintains and operates programs of self-insurance. City will maintain during the term of this Agreement a self-insurance program and, upon written request, will provide to Contractor a written description of such self-insurance program.

**22. Contractor Insurance.** In the event Contractor, its employees, agents or subcontractors enter premises occupied by or under the control of City in the performance of the Agreement, Contractor agrees that it will maintain public liability and property damage insurance in reasonable limits covering the obligations set forth in the Agreement, and will maintain worker's

compensation coverage (either by insurance or if qualified pursuant to law, through a self-insurance program) covering all employees performing the Agreement on premises occupied by or under the control of City. Contractor may receive copies of specific requirements for coverage by contacting Risk Management at 512-393-8060.

**23. Gratuities.** The City may terminate this contract if the City's Ethics Review Commission finds, after notice and hearing, that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City to secure favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of the contract

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

**25. Subcontracting (HUB).** When applicable, Contractor will use good faith efforts to subcontract work performed under the Agreement in accordance with the Historically Underutilized Business Subcontracting Plan ("HSP") as submitted by Contractor. Except as specifically provided in the HSP, Contractor will not subcontract any of its duties or obligations under the Agreement, in whole or in part.

**26. Limitations.** THE PARTIES ARE AWARE THAT THERE MAY BE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF CITY (A TEXAS MUNICIPALITY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE PART OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; INDEMNITIES; AND



CONFIDENTIALITY (COLLECTIVELY, THE “LIMITATIONS”), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON CITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF SAN MARCOS, TEXAS.

Agreement was executed. The fiscal year for the City extends from October 1st of each calendar year to September 30th of the following calendar year.

**30. Venue.** The venue for any ligation arising from this Agreement will be San Marcos, Hays County. Texas.

**31. Dispute Resolution.**

- a. If a dispute arises out of or relates to the Agreement or these Terms and Conditions, or a breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- b. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and Contractor will share the mediator’s fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

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

**28. Termination for Convenience.** The City through the City Manager or the City Manager’s designee may terminate the Agreement at any time upon thirty (30) calendar days’ notice in writing to Contractor. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, discontinue all services in connection with the performance of the Agreement. As soon as practicable after the receipt of notice of termination, Contractor shall submit a statement to the appropriate department(s) showing in detail the services performed or items delivered under the Agreement to date of termination. The City agrees to compensate the Contractor for that portion of the prescribed charges for which the services were actually performed or items delivered under the Agreement and not previously paid.

**29. Termination Due to Loss of Funding.** If City funds are utilized to fund any part of this Agreement, the Contractor understands that those City funds for the payment for work performed by the Contractor under this Agreement have been provided through the City’s budget approved by City Council for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. The City cannot guarantee the availability of funds and enters into this Agreement only to the extent such funds are made available. The Contractor acknowledges and agrees that it will have no recourse against the City for its failure to appropriate funds for the purposes of this Agreement in any fiscal year other than the year in which this

**32. Prohibition on Contracts with Companies Boycotting Israel.** Pursuant to Chapter 2270 and 808, *Texas Government Code*, Contractor certifies that is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this



certification is inaccurate. Failure to meet or maintain the requirements under this provision will be considered a material breach.

**33. 2252 Compliance.** Section 2252 of the *Texas Government Code* restricts the City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. Contractor hereby certifies that is not ineligible to receive the award of or payments under this Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

**34. MS4:** In accordance with San Marcos Ordinance No. 2016-12, all contractors and subcontractors will adhere to the established methods for controlling and minimizing the release of pollutants into the municipal separate storm sewer systems (MS4) of City of San Marcos in order to comply with local, state, and federal regulations. All contractors and subcontractors will comply with specific good housekeeping and stormwater pollution prevention measures established for the facility or site covered under this contract.

**35. Force Majeure.** Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, communication line failures, and power failures.

Nothing in the foregoing shall be deemed to relieve Contractor or its Affiliates of its obligation to pay fees owed under this Agreement.

**36. Texas Public Information Act.** Contractor understands and acknowledges that the City is a governmental entity in Texas and is subject to requests for public information under the Texas Public Information Act. Any action taken by the City to meet its legal requirements under the Texas Public Information Act or related City Ordinance will not be considered a breach of this Agreement.

**37. Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City.

**38. Governing Law.** The Agreement will be governed by and construed under the laws of the State of Texas. Any controversy, claim or dispute arising out of or relating to this Agreement will be brought in a state court of competent jurisdiction in Hays County or, if in federal

court, in the Federal Western District of Texas, Austin Division for trial.

**39. Terms and Conditions Controlling.** In the event there is a conflict between the Agreement and these Terms and Conditions, these Terms and Conditions will control.

**40. Notices.** All notices referenced in this Agreement shall be provided in writing. Notices shall be deemed effective when delivered by hand delivery or on the third business day after the notice is deposited in the U.S. Mail. Notices shall be sent to the following addresses:

Purchasing Manager  
City of San Marcos  
630 East Hopkins Street  
San Marcos, Texas 78666

**41. Order of Precedence.** In the event of inconsistency between provisions of this contract, the inconsistency will be resolved by giving precedence in the following descending order:

- a. Change Orders / Amendments
- b. Addenda
- c. Supplemental/Special conditions
- d. Bid/Quote/Proposal form
- e. Scope of Work / Specifications
- f. Standard Terms and Conditions
- g. Other provisions, whether incorporated by reference or otherwise, including any documents provided by the Contractor.

**42. If Contractor is receiving State of Texas funds under the Agreement.** Texas Family Code Child Support Certification. Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**43. Non-Discrimination.** The Contractor understands and certifies that it is an Equal Opportunity Employer and does not and will not discriminate in employment and in subcontracts based on race, color, sexual orientation, gender identity, national origin, sex, age, disability or economic condition and prohibits retaliation, discharge, or discrimination against any employee or applicant for employment or against any subcontractor or supplier.

**44. Prohibition on contracts with companies that do business with Iran, Sudan, or a foreign terrorist organization.** Section 2252 of the Texas Government Code restricts the City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. By signing below as an authorized signer,



the Bidder certifies that it does not do business with Iran, Sudan, or a foreign terrorist organization. Failure to maintain the requirements under this provision will be considered a material breach.

**45. Prohibition on contracts with certain foreign-owned companies.** Section 2274 of the Texas Government Code (SB2116) restricts the City from contracting with companies that do business with certain foreign-owned companies in connection with critical infrastructure if the company is granted direct or remote access; and if the company is owned by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a “designated country”, or headquartered in China, Iran, North Korea, Russia, or a designated country. Designated country is Governor-designated country as a threat to critical infrastructure. By signing below as an authorized signer, the Bidder hereby certifies that it does not do business with certain foreign-owned companies in connection with critical infrastructure as described herein. Failure to maintain the requirements under this provision will be considered a material breach.

**46. Prohibition on contracts with companies that discriminate against firearm and ammunition industries.** Section 2274 of the Texas Government Code (SB19) restricts the City from contracting with companies that discriminate against firearm and ammunition industries. By signing below as an authorized signer, the Bidder certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate against the same during the term of this contract. *(Only applies to companies with 10 or more full-time employees and for a contract value greater than \$100,000.)* Failure to maintain the requirements under this provision will be considered a material breach.

**47. Prohibition on contracts with companies boycotting Certain Energy Companies.** Section 2274 of the Texas Government Code (SB13) restricts the City from contracting with companies that boycott energy companies. By signing below as an authorized signer, the Bidder certifies that it does not have a practice, policy, guidance, or directive boycotting energy companies, and will not discriminate against the same during the term of this contract. *(Only applies to companies with 10 or more full-time employees and for a contract value greater than \$100,000.)* Failure to maintain the requirements under this provision will be considered a material breach.



**COSM QUICK REFERENCE TO CONTRACT INSURANCE REQUIREMENTS**

<b>QUICK REF.</b>	<b>TYPE OF WORK</b>	<b>TYPE OF INSURANCE REQUIRED</b>	<b>AMOUNT OF INSURANCE REQUIRED</b>	<b>SPECIAL COVERAGES OR OTHER REQUIREMENTS</b>
AL	Operation of motor vehicle where operation constitutes a large portion of the project, or where operated in close proximity to a large number of persons	Business Auto Liability to include coverage for all owned autos, hired autos, non-owned autos	\$1,000,000 per occurrence	
AL	Installation, dismantling, or delivery where motor vehicle use is a major part of the project	Business Auto Liability to include coverage for all owned autos, hired autos, non-owned autos	\$1,000,000 per occurrence	
AL	Transporting valuable City property for repair, rebuild, modification or other purposes	Business Auto Liability to include coverage for all owned autos, hired autos, non-owned autos  -plus-  Property damage coverage protecting property while in transit and contractor's possession	\$1,000,000 per occurrence  Actual cash value of property being transported	
CGL	Coverage for injury to or destruction of tangible property of others	Comprehensive General Liability	\$1,000,000 per occurrence  \$1,000,000 aggregate	Additional Insured
PL	Contract for professional services upon whose advice others have reason to rely (such as auditors, architects, engineers, or consultants)	Professional Liability or Errors and Omissions	\$1,000,000 per occurrence	Coverage for profession involved (i.e., medical malpractice, security guard liability)
GKL	Contract for wrecker service or auto storage facilities	Garage Keeper's Liability	Value of autos held	Additional Insured
HKL	Coverage for lease of hanger facilities	Hanger Keeper's Liability	Value of one aircraft /  Value of all aircraft	Additional Insured
LIQL	Liquor is served with charge to the general public; liquor is served as a means of generating revenue for a fund-raising event; liquor is served by another party contracted for any of these reasons. Liquor includes beer and wine.	Liquor Liability	\$1,000,000 per occurrence	Additional Insured
POLL	Contract involves asbestos removal, lead paint cleanup, PCBs, and similar materials	Pollution Legal Liability	\$1,000,000 per occurrence /  \$2,000,000 annual aggregate	Additional Insured
CC/FB	Contract or handles or has access to City or public funds	Commercial Crime Coverage or Fidelity Bond, Employee Dishonesty	Coverage for value of funds or properties handled during period from contractor control until delivered to City	City to be listed as a joint obligee
BR	Contract is for new construction of a structure or building	All Builder's Risk Insurance. Should provide transit and off-premises coverage if the builder makes the City responsible for material	Value of completed improvements	City to be listed as Loss Payee