

EXHIBIT
"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PURCHASE OF BACKFLOW DEVICE TESTING, MAINTENANCE AND REPAIR
SERVICES
WITH
AUSTIN FIRE PROTECTION, LLC**

THE STATE OF TEXAS	§	
	§	
CITY OF ROUND ROCK	§	KNOW ALL BY THESE PRESENTS:
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS	§	

THAT THIS AGREEMENT for the purchase of backflow device testing, maintenance and repair services, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the _____ day of the month of _____, 2021 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and AUSTIN FIRE PROTECTION, LLC, whose offices are located at 710 South Austin Avenue, Suite 202, Georgetown, Texas 78626 (referred to herein as the "Services Provider").

RECITALS:

WHEREAS, City desires to purchase backflow device testing, maintenance, and repair services; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said goods and services; and

WHEREAS, City has determined the bid submitted by Services Provider is the lowest responsible bidder; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.0 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City agrees to buy specified services and Services Provider is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid, designated Solicitation

Number 21-005 dated June 2021 (“IFB”); (b) Services Provider’s Response to IFB; and (c) any exhibits and/or addenda thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Services Provider’s Response to IFB;
- (3) City’s Invitation for Bids, Addenda, exhibits, and attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

2.0 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

B. The term of this Agreement shall be for sixty (60) months from the effective date hereof.

C. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.0 CONTRACT DOCUMENTS AND EXHIBITS

City selected Services Provider to supply the services as outlined in the IFB; Addenda to IFB; and Response to IFB submitted by Services Provider, all as specified in Exhibit “A,” incorporated herein by reference for all purposes. The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and Addenda to IFB and as offered by Services Provider in its Response to the IFB.

The services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.0 ITEMS AWARDED AND SCOPE OF WORK

Items Awarded. All bid items in "Attachment A – Bid Sheet" of Exhibit "A" are awarded to Services Provider.

Scope of Work: Services Provider shall satisfactorily provide all services described in Exhibit "A," attached hereto, within the contract term specified in Section 2.0. Services Provider's undertakings shall be limited to performing services for City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.0 COSTS

A. In consideration for the services to be performed by Services Provider, City agrees to pay Services Provider the amounts set forth in "Attachment A – Bid Sheet" of Exhibit "A."

B. The City shall be authorized to pay the Services Provider an amount not-to-exceed **Two Hundred Eighteen Thousand Seven Hundred Fifty and No/100 Dollars (\$218,750.00)** for the term of this Agreement.

6.0 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Services Provider;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- C. Delivery or performance dates.

7.0 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's bid, with the consent and agreement of the successful service provider(s) and the City. Such agreement shall be conclusively inferred for the services provider from lack of exception to this clause in the service provider's response. However, all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

8.0 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may affect such termination by giving Services Provider a written notice of termination at the end of its then current fiscal year.

9.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Services Provider will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Services Provider may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Services Provider, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Services Provider and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

10.0 GRATUITIES AND BRIBES

City may, by written notice to Services Provider, cancel this Agreement without liability to Services Provider if it is determined by City that gratuities or bribes in the form of

entertainment, gifts, or otherwise were offered or given by Services Provider or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Services Provider may be subject to penalties stated in Title 8 of the Texas Penal Code.

11.0 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Services Provider's charges.

12.0 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Services Provider cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

13.0 INSURANCE

Services Provider shall meet all insurance requirements set forth in Part II of IFB 21-005 and on the City's website at:

https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

14.0 CITY'S REPRESENTATIVES

City hereby designates the following representatives authorized to act in its behalf with regard to this Agreement:

Marilyn Jackson
Contract Management
221 E Main St.
Round Rock, Texas 78664
512-218-5459
mjackson@roundrocktexas.gov

15.0 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

16.0 DEFAULT

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Services Provider agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service

and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Services Provider shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

17.0 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Services Provider.

B. In the event of any default by Services Provider, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Services Provider.

C. Services Provider has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Services Provider, Services Provider shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Services Provider shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

18.0 INDEMNIFICATION

Services Provider shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any

and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Services Provider, or Services Provider's agents, employees or subcontractors, in the performance of Services Provider's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

19.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Services Provider, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of Services Provider verifies that Services Provider does not boycott Israel and will not boycott Israel during the term of this Agreement.

20.0 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

21.0 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement;
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Services Provider:

Austin Fire Protection, LLC
710 S. Austin Ave., Suite 202
Georgetown, Texas 78626

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

Stephan L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Services Provider.

22.0 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

23.0 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Services Provider and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

24.0 DISPUTE RESOLUTION

City and Services Provider hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

25.0 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

26.0 MISCELLANEOUS PROVISIONS

Standard of Care. Services Provider represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and

that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Services Provider understands and agrees that time is of the essence and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Services Provider's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Services Provider shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Services Provider have executed this Agreement on the dates indicated.

City of Round Rock, Texas

Austin Fire Protection, LLC

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

By: Callen Jones
Printed Name: Callen Jones
Title: vp
Date Signed: 9/17/21

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

INVITATION FOR BID (IFB)

**BACKFLOW DEVICE TESTING,
MAINTENANCE, AND REPAIR SERVICES**

SOLICITATION NUMBER 21-005

JUNE 2021

**BACKFLOW TESTING, MAINTENANCE, AND REPAIR
PART I
GENERAL REQUIREMENTS**

- PURPOSE:** The City of Round Rock, herein after "the City" seeks a bid from firms experienced in backflow device testing, maintenance, and repair services.
- BACKGROUND:** The City has over 16,000 backflow devices within its 38 square mile radius. It is the Utilities and Environmental Services Department's responsibility to ensure delinquent and non-compliant backflow devices across the City comply with standards set forth by the Texas Commission on Environmental Quality (TCEQ) found at the following website: <https://www.tceq.texas.gov/drinkingwater/cross-connection>
The City requires a licensed backflow services contractor to perform testing, routine maintenance, and repairs only to non-compliant devices ranging from ½" to 10".
- SOLICITATION PACKET:** This solicitation packet is comprised of the following-

Description	Index
Part I – General Requirements	Page(s) 2-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Page(s) 7-9
Part IV – Scope of Work	Page(s) 10-11
Attachment A – Bid Sheet	Page 12
Attachment B – Reference Sheet	Page 13
Attachment C – Prevailing Wage	Page 14

- AUTHORIZED PURCHASING CONTACTS:** For questions or clarification of specifications, you may contact:

Allen Reich
Purchaser
Purchasing Division
City of Round Rock
Phone: 512-218-6682
E-mail: areich@roundrocktexas.gov

Cheryl Kaufman
Purchasing Supervisor
Purchasing Division
City of Round Rock
Phone: 512-218-5417
E-mail: ckaufman@roundrocktexas.gov

The individuals listed above are the only authorized City contacts for this solicitation. The authorized purchasing contacts may be contacted by e-mail for clarification for this solicitation including specifications. No other City employee or representative may be contacted about this solicitation prior to contract approval. No authority is intended or implied that specifications may be amended, or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

5. **SCHEDULE OF EVENTS:** It is the City's intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	June 17, 2021
Deadline for submission of questions	June 23, 2021 @ 5:00PM CST
City responses to questions or addendums	Approximately June 25, 2021 @ 5:00 PM, CST
Deadline for submission of responses	July 1, 2021 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at:
<https://www.roundrocktexas.gov/businesses/solicitations>

Questions shall be submitted in writing to the "Authorized Purchasing Contact". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:
<https://www.roundrocktexas.gov/businesses/solicitations>

6. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/businesses/solicitations> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
7. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 5 – Schedule of Events. Mail or hand deliver sealed responses to:

City of Round Rock
Attn: Allen Reich
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299

- A. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date, and "DO NOT OPEN".
- B. Facsimile or electronically transmitted responses are not acceptable.
- C. Responses cannot be altered or amended after opening.
- D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
- F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
- G. Late responses will not be considered and will be returned unopened if a return address is provided.

8. **RESPONDENT REQUIREMENTS:** The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are to carefully read the entire solicitation.

Respondent shall submit one (1) evident signed "Original" and one identical-to-the-original electronic copy of the IFB response on a flash drive. The submittal is required to include all addendums and requested

attachments. The bid response along with samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

For your bid to be responsive, addendums and the attachments identified below shall be submitted with your proposal.

- **Addendums:** Addendums may be posted to this solicitation. Bidders are required to submit signed addendums with their sealed response. The Bidder shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/businesses/solicitations> for any updates pertaining to the solicitation.
 - **Attachment A: BID SHEET:** The bid response shall be submitted on itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the bid sheet will result in disqualification. If there is a conflict between the unit price and extended price, the unit price will take precedence. Submission of responses on forms other than the City's solicitation document may result in disqualification of the response.
 - **Attachment B: REFERENCE SHEET:** Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies, or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.
9. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:
- A. Purchase price.
 - B. Reputation of Respondent and of Respondent's goods and services.
 - C. Quality of the Respondent's goods and services.
 - D. The extent to which the goods and services meet the City's needs.
 - E. Respondent's past performance with the City.
 - F. The total long-term cost to the City to acquire the Respondent's goods or services.
 - G. Any relevant criteria specifically listed in the solicitation.
 - H. If the solicitation is evaluated with points, the respondent must earn a minimum of 15 points on criteria not related to cost in order to be considered for contract award.

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing.

10. **CONFIDENTIALITY OF CONTENT:** As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, all documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances
- A. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - B. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and

information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

11. **SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Round Rock is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Round Rock.
12. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PART II
DEFINITIONS, STANDARD TERMS AND CONDITIONS
AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS**: By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract, and can be obtained from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing>

2. **INSURANCE**: The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing>

**PART III
SUPPLEMENTAL TERMS AND CONDITIONS**

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 90 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing backflow device testing maintenance and repair as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. Provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools, and all associated costs. The City shall not be responsible for any Respondent's tools, equipment, or materials lost or damaged during the performance of the services specified herein.
 - C. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process.
 - D. Contractor shall be permanently approved by an approved Fireline contractor per Texas Department of Insurance's State Fire Marshall's Office & Texas Administrative Code Title 30 Chapter 290 subchapter D.
3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services.
4. **PREVAILING WAGE:** Pursuant to Chapter 2258 of the Texas Government Code, a worker employed on a public work project by a city must be paid: (1) not less than the general prevailing wage rate of per diem wages for work of a similar character in the locality in which the work is performed; and (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work. In accordance with Chapter 2258.022, the City adopted through Resolution No. R-2016-3760 the wage rates set forth by the Texas Workforce Commission for the Austin-Round Rock Area as the general prevailing wage rate for the City's public works contracts. A contractor or subcontractor who is awarded a contract by the City shall pay not less than the rates set forth in Attachment C and comply with all applicable sections of Chapter 2258.

Attachment C – Prevailing Rates are posted in Solicitation Documents for IFB 21-005 Backflow Device Testing, Maintenance, and Repair Services on the City of Round Rock website at:
<https://www.roundrocktexas.gov/businesses/solicitations>
5. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.

- B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
- C. 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 successful Respondents' obligations under this paragraph.

6. WORKFORCE: Successful Respondent shall:

- A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
- B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.
- C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.

7. PRICING: The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.

Prices for materials will be on a cost-plus basis. The percentage (%), if any, of markup will be designated by the Respondent in the solicitation response document. Invoices for work performed shall require a copy of a supplies receipt to be included. Failure to provide the contracted cost-plus percentage (%) on an invoice may result in payment at cost.

8. PRICE INCREASE: Contract prices for backflow device testing, maintenance, and repair services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 5% for any single line item.

A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi>

B. **Procedure to Request Increase:**

- i. Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:

**City of Round Rock
Purchasing Department
Attn: Contract Specialist
221 East Main Street
Round Rock, TX 79664-5299**

- ii. Upon receipt of the request, the City reserves the right to either accept the escalation and make change to the purchase order within 30 days of the request or negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

9. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondent(s) performance at any time during the contract term.

10. **ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City; the vendor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.

11. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.

12. **PERMITS:** The successful Respondent shall verify and obtain all necessary permits, licenses, and/or certificates required by federal, state, and local laws, ordinances, rules, or regulations for the completion of the services as specified if required for the project.

13. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order (PO) with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://www.roundrocktexas.gov/businesses/solicitations> once City Council has approved the recommendation of award and the agreement has been executed.

14. **POST AWARD MEETING:** The City and successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:

- A. Provide City contact(s) information for implementation of agreement.
- B. Identify specific milestones, goals, and strategies to meet objectives.

15. **POINT OF CONTACT (POC) / DESIGNATED REPRESENTATIVE:**

- A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
- B. The City's designated representatives:

Brandon Rainer
Logistics Officer
Phone: 512-218-5570
E-mail: brainer@roundrocktexas.gov

Eric Juarez
Backflow Coordinator
Phone: 512-341-3177
E-mail: ejarez@roundrocktexas.gov

16. **INTERLOCAL PURCHASING AGREEMENTS:**

- A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement

**PART IV
SCOPE OF WORK**

1. **PURPOSE:** The City has over 16,000 backflow devices within its 38 square mile radius. It is the Utilities and Environmental Services Department's responsibility to ensure delinquent and non-compliant backflow devices across the City comply with standards set forth by the Texas Commission on Environmental Quality (TCEQ) found at the following website: <https://www.tceq.texas.gov/drinkingwater/cross-connection>

The City requires a licensed backflow services contractor to perform testing, routine maintenance, and repairs only to delinquent or non-compliant devices ranging from ½" to 10".

2. **ADDITIONAL SUBMITTAL REQUIREMENT:** The City uses BSI Online to distribute reporting so the Contractor must be registered with BSI online <https://www.bsionlinetracking.com> prior to submitting an offer.
3. **TESTING REQUIREMENTS:**
- A. All testing shall be performed in accordance with:
- The City's Code of Ordinances found at https://library.municode.com/tx/round_rock/codes/code_of_ordinances?nodeId=PTIICOOR_CH44UT_ARTVIICRCOCOPR
 - The Texas Commission on Environmental Quality (TCEQ) https://www.tceq.texas.gov/drinkingwater/pdw_rules.html
- B. Backflow devices are required to be tested as outlined below:
- Annual Testing** is required for "high hazard devices." These devices are typically used for non-residential purposes, such as hospitals, restaurants, industries, etc. in which there is a high risk of contamination from backflow into the water system. Residential pools with autofill are also required to have a high hazard device and have it tested annually.
 - 7-Year Testing** is required for "low hazard devices." These devices are typically used for residential purposes such as irrigation systems. The risk for contamination is much lower than those considered "high hazard," therefore testing is required once every 7 years.
- C. All testing equipment shall be calibrated and tested for accuracy annually per title 30 of the Texas Administrative Code, Subparagraph 290.44 (h)(4)(B).
- D. If a device fails a test, the device must be repaired and retested within 30 days. If a repair cannot be made, the device must be replaced.
- E. All test results must be posted to BSI Online within 5 calendar days from the day the test was conducted.
4. **MAINTENANCE AND REPAIR REQUIREMENTS:** The Contractor shall-
- Perform the requested maintenance or repair per the schedule provided by the City or as otherwise agreed to by the City's POC.
 - The Contractor shall be responsible for supplying all replacement parts and devices.
 - The Contractor shall maintain an inventory of repair parts for common backflow device makes and models. Uncommon backflow makes and models shall be available within 3 days for all assemblies unless otherwise agreed to by the City's POC.
 - All replacement parts or devices shall be new, free from defect, and approved by the City.
 - All backflow devices must be lead free, testable, and be U.S.C. approved <https://fccchr.usc.edu/downloads/List/list.pdf>
 - Upon completion of any repair or installation, the device must be tested and pass tests to be deemed accepted.
 - For all replacement devices installed, a copy of the manufacturer's warranty shall be provided to the requesting City personnel.

5. **WARRANTY**: The Contractor shall guarantee work performed for a minimum of 90 days from the work acceptance date of each job.
6. **FIRE SUPPRESSION SYSTEM**: Any identified non-City owned delinquent or non-compliant backflow device that is part of a fire suppression system will also require testing, maintenance, and/or repair. The Contractor shall be duly qualified as stated in Part III, Item 2.D. to perform the associated tasks.
7. **CONTRACTOR RESPONSIBILITIES**: The Contractor shall-
 - A. Not begin any work without a purchase order from the City's point of contact.
 - B. Strictly comply with the most appropriate industry standards and equipment.
 - C. Attempt to notify the facility occupant upon arrival and departure. If the Contractor is unable to communicate directly with the facility occupant a notice must be left at the facility with details of the work performed.
 - D. Perform all work on site at the equipment location.
 - E. Ensure that each work area is clean and free from any debris at the completion of each location. The Contractor will be responsible for restoring property to its original pre-work or pre-test condition.
 - F. Reference the City's purchase order number on all work orders and invoices.
8. **CITY RESPONSIBILITIES**: The City will-
 - A. Provide enforcement scheduling 1-2 weeks prior to need for testing for non-compliant or delinquent backflow devices.
 - B. Provide the Contractor with a list of locations where enforcement is needed.
 - C. Provide Contractor with an annual blanket purchase order for testing services. Single POs will be issued for repair work as needed.

**ATTACHMENT A
BID SHEET**

1. **ATTACHMENT A – BID SHEET** is posted in Solicitation Documents for IFB 21-005 Backflow Testing, Maintenance, and Repair in an Excel format on the City of Round Rock website at: <https://www.roundrocktexas.gov/businesses/solicitations>
 - A. In order to be considered responsive Attachment A – Bid Sheet must be completed, signed by an authorized representative and returned by the deadline for submission of response indicated in Part I Section 5 – Schedule of Events.
 - B. The Respondent, by submitting and signing Attachment A – Bid Sheet, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.
 - C. In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrocktxvendors.munisselfservice.com/Vendors/default.aspx>
 - D. By the signature affixed on Attachment A – Bid Sheet, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor, or any other person engaged in such line of business.
 - E. The Respondent agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.

Attachment A - UPDATED Bid Sheet
BACKFLOW DEVICE TESTING, MAINTENANCE, AND REPAIR SERVICES
IFB # 21-005

The Respondent represents by their signature below that they are submitting a binding offer and are authorized to bind the respondent to fully comply with the solicitation documents contained in IFB 21-005 Backflow Device Testing, Maintenance, and Repair Services. The Respondent acknowledges that they have received and read the entire solicitation packet, attachments, addendums, and all documents incorporated by reference, and agrees to be bound by the terms therein.

Special Instructions: All prices must be quoted in order to be considered responsive. Please include a separate list of additional diameters the contracted services may encounter and the associated unit cost for testing on a separate sheet of paper; this information will not be evaluated under cost but will become part of the contract. DO NOT modify this bid sheet.

Be advised that exceptions taken to any portion of the solicitation will jeopardize acceptance of the bid. Alternative bids will not be considered and unauthorized modifications to the bid sheet format will result in the rejection of the bid. The City reserves the right to purchase more or less than the quantities and diameters indicated below.

Description	Estimated Quantity	Unit	Unit Cost	Extended Annual Total
Section I: Testing				
Backflow Prevention Test (associated with Fire Suppression System)- assume 1/2"	50	EA	95.00	\$4,750.00
Backflow Prevention Test (Domestic)- assume 1/2"	200	EA	95.00	\$19,000.00
Section II: Maintenance and Repair Labor Rates				
Hourly Labor Rate	250	Per Hour	80.00	\$20,000.00
Total for Sections I & II:				\$43,750.00

Section III: Additional information. This section will not be evaluated under Cost but will become part of the contract.

Prices for Materials shall be on a cost-plus basis. The Percentage (%) if any, of markup will be: 15.0%

COMPANY NAME: Austin Fire Protection LLC

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PHONE NUMBER: 512-876-8441

EMAIL ADDRESS: bbaldwin@austin-fire.com

**ATTACHMENT B
REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: IFB #21-005

RESPONDENT'S NAME: Allen Reich **DATE:** 07-06-2021

Provide the name, address, telephone number and E-MAIL of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1. **Company's Name** Bell County Facilities
Name of Contact Justin Sherrick
Title of Contact Superintendent
E-Mail Address Justin.Sherrick@bellcounty.texas.gov
Present Address 500 S. Penelope Rd.
City, State, Zip Code Belton, TX 76513
Telephone Number (254) 933-5902 **Fax Number:** ()

2. **Company's Name** McLennan County 9-1-1
Name of Contact Ray Guest
Title of Contact Finance Administration Manager
E-Mail Address rguest@mcead911.org
Present Address 107 Burnett Ct.
City, State, Zip Code Woodway, TX 76712
Telephone Number (254) 776-8911 **Fax Number:** (254) 722-0544

3. **Company's Name** Goodfellow Air Force Base (Modular Concepts Inc)
Name of Contact Michael McDonnell
Title of Contact Construction Administrator
E-Mail Address mmcdonnell@modularci.com
Present Address 4470 S. Chadbourne St.
City, State, Zip Code San Angelo, TX 76905
Telephone Number (817) 945-1667 **Fax Number:** (817) 887-2166

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

Exhibit "A"



ADDENDUM CITY OF ROUND ROCK, TEXAS

Solicitation: IFB 21-005

Addendum No: 1

Date of Addendum: 6/28/21

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Clarifications:** Replace document "1.1 Attachment A- Bid Sheet" with "1.1 Attachment A- UPDATED Bid Sheet"
- II. **Additional Information:** For informational purposes only, the City has included the diameters and quantities of backflow devices serviced in the most recent fiscal year. These values are subject to change from year-to-year dependent upon the delinquent backflow devices identified at that time.
- ½" – 144 each
 - ¾" – 60 each
 - 1" – 51 each
 - 1 ½" – 26 each
 - 2" – 24 each
 - 6" – 3 each
- III. **Questions:**
- Q1. Will the City allow a separate test fee associated with fire suppression system backflow devices versus domestic testing?
A1. Yes, the City has included a separate line item in document 1.1 Attachment A- UPDATED Bid Sheet, Section I: Testing, to address device costs connected to fire suppression systems.
- Q2. Will the cost per device be the same if testing ½" or 10"?
A2. Document 1.1 Attachment A- UPDATED Bid Sheet has been updated to reflect ½" pricing for cost comparison purposes. Please include a separate list of additional diameters the contracted services may encounter and the associated unit cost for testing on a separate sheet of paper; this information will not be evaluated under cost but will become part of the contract.
- Q3. Can the repair parts receipt contain sales tax?
A3. No, the City will provide the awarded Contractor with the appropriate tax-exempt credentials. The vendor would then share this document with their supplier(s) for materials intended for use under the City contract. The Contractor should not pay sales tax on materials for the City nor charge the City sales tax.
- Q4. Does the cost per test need to include the BSI Online \$12.95 fee for test reports?
A4. Yes, the Contractor will need to include this charge as part of their pricing for testing listed under 1.1 Attachment A- UPDATED Bid Sheet, Section 1- Testing.
- Q5. Is this Contract going to be used to maintain and repair City-owned backflow devices as well?
A5. No, this Contract will only be used for non-City owned delinquent backflow devices.
- Q6. On the rare occasion that a backflow assembly needs to be replaced, would this type of work fall under repairs?
A6. Yes, it would, and the cost would be accounted for under Sections II and III of 1.1 Attachment A- UPDATED Bid Sheet.

Exhibit "A"

Q7. Who will approve repairs if needed, the City or the Homeowner?
A7. The City will approve repair work.

IV. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: 
Allen Reich, Purchaser
Purchasing Office, 512-218-6682

6/28/2021

By the signature affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED BY:
Bill Baldwin


Bill Baldwin
Authorized Signature

07-06-2021
Date

Name

RETURN ONE SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.