

**EXHIBIT**

**"A"**

**CITY OF AGREEMENT FOR THE PURCHASE OF  
GATE INSTALLATION, MAINTENANCE,  
AND REPAIR SERVICES  
WITH  
RODD FRANK HOLDINGS, LLC  
D/B/A "PRESIDIO CUSTOM METAL WORKS"**

**THE STATE OF TEXAS**

**CITY OF ROUND ROCK**

**COUNTY OF WILLIAMSON**

**COUNTY OF TRAVIS**

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§  
§  
§

**KNOW ALL BY THESE PRESENTS:**

THAT THIS Agreement for the purchase of gate installation, maintenance, and repair services (referred to herein as the "Agreement"), is made and entered into on this the \_\_\_\_ day of the month of \_\_\_\_\_, 2023, by and between the **CITY OF ROUND ROCK, TEXAS**, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664 (referred to herein as the "City") and **RODD FRANK HOLDINGS, LLC d/b/a "PRESIDIO CUSTOM METAL WORKS"** whose offices are located at 903 Brandi Lane, Round Rock, Texas 78681 (referred to herein as the "Services Provider").

**RECITALS:**

WHEREAS, City desires to purchase gate installation, maintenance, and repair services services; and

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

WHEREAS, City has determined that 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, sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

## 1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified services and Services Provider is obligated to sell same. The Agreement includes the following: (a) City's IFB designated Solicitation No. 23-041 dated July 2023; (b) Services Provider's Response to the IFB; (c) contract award; and (d) any exhibits, addenda, and/or amendments 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; and
- (3) City's IFB, 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.

F. **Services Provider** means Rodd Frank Holdings, LLC d/b/a "Presidio Custom Metal Works," or any of its corporate structures, successors or assigns.

## 2.01 EFFECTIVE DATE AND TERM

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

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

### **3.01 CONTRACT DOCUMENTS AND EXHIBITS**

City selected Services Provider to supply the services as outlined in the IFB and as set forth in the Response submitted by Services Provider, all as specified in Exhibit "A." The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and as offered by Services Provider in its Response.

The services which are the subject 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.

### **4.01 SCOPE OF WORK**

All items in Exhibit "A" are awarded to Services Provider. For purposes of this Agreement, City has issued documents delineating the required services (specifically IFB Solicitation Number 23-041 dated July 2023). Services Provider has issued its response agreeing to provide all such required services in all specified particulars. All such referenced documents are included in Exhibit "A" attached hereto and made a part hereof for all purposes. When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

Services Provider shall satisfactorily provide all services described under the attached exhibits within the contract term specified in Section 2.01. Services Provider's undertakings shall be limited to performing services for the 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.

### **5.01 COSTS**

A. Only if, as, and when needed by City, the bid costs listed on Attachment C – Bid Sheet of Exhibit "A," which are specifically relevant to the referenced bid items, shall be the basis of any charges collected by Services Provider.

B. Services Provider specifically acknowledges and agrees that City is not obligated to use any estimated annual quantity of services, and City may not expend in excess of **Eighty-Seven Thousand One Hundred Eighty and No/100 Dollars (\$87,180.00) per year** for an amount not-to-exceed **Four Hundred Thirty-Five Thousand Nine Hundred and No/100 Dollars (\$435,900.00)** for the term of this Agreement.

### **6.01 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
- D. Delivery or performance dates.

#### **7.01 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 services provider(s) and the City. Such agreement shall be conclusively inferred for the services provider from lack of exception to this clause in the services 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.

#### **8.01 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 effect such termination by giving Services Provider a written notice of termination at the end of its then current fiscal year.

#### **9.01 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, a 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.

#### **10.01 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.

#### **11.01 TAXES**

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

#### **12.01 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 or services from another supplier or suppliers.

#### **13.01 INSURANCE**

Services Provider shall meet all requirements as stated in the attached IFB and as set forth at:

[http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_insurance\\_07.20112.pdf](http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf).

#### **14.01 CITY'S REPRESENTATIVE**

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

Eric Dady  
Facilities Manager  
General Services Department  
212 Commerce Boulevard  
Round Rock, Texas 78664  
(512) 218-5472  
[edady@roundrocktexas.gov](mailto:edady@roundrocktexas.gov)

#### **15.01 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.

#### **16.01 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.

#### **17.01 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.

#### **18.01 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.

#### **19.01 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 a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that

discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

## **20.01 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.

## **21.01 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:**

Rodd Frank Holdings, LLC  
903 Brandi Lane  
Round Rock, TX 78681

### **Notice to City:**

City Manager  
221 East Main Street  
Round Rock, TX 78664

AND TO: Stephanie L. Sandre, 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.

#### **22.01 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.

#### **23.01 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.

#### **24.01 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.

#### **25.01 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.

#### **26.01 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.

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

**City of Round Rock, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_


**Attest:**

By: \_\_\_\_\_  
Meagan Spinks, City Clerk

**For City, Approved as to Form:**

By: \_\_\_\_\_  
Stephanie L. Sandre, City Attorney

**Rodd Frank Holdings, LLC**

By:   
Printed Name: Rodd Frank  
Title: owner  
Date Signed: 9/22/2023



**City of Round Rock, Texas**  
**Purchasing Division**  
221 East Main Street  
Round Rock, Texas 78664-5299  
[www.roundrocktexas.gov](http://www.roundrocktexas.gov)

**INVITATION FOR BID (IFB)**

**GATE INSTALLATION, MAINTENANCE AND REPAIR  
SERVICES**

**SOLICITATION NUMBER 23-041**

**JULY 2023**

## Exhibit "A"

City of Round Rock  
Gate Installation, Maintenance and Repair Services  
IFB 23-041  
Class/Item: 936-37  
July 2023

### GATE INSTALLATION, MAINTENANCE AND REPAIR SERVICES PART I GENERAL REQUIREMENTS

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks a bid from firms experienced in gate maintenance and repair services.

The City has a total of 27 gates at various locations. Facilities that may require professional repair and maintenance include, but are not limited to, office buildings, fire stations, park facilities, police facilities, and parking garages. Some of the brands the City uses are Hy-Security, DKS, Lift Master, Amano Viking, and Chamberlain Elite.

2. **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) 10-12
Attachment A – Reference Sheet	Separate Attachment
Attachment B- Bid Sheet	Separate Attachment
Attachment C– List of Locations and Equipment	Separate Attachment
Attachment D – Sample Work Order	Separate Attachment
Attachment E- Sample Invoice	Separate Attachment

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

EVENT	DATE
Solicitation released	July 19, 2023
Deadline for submission of questions	August 4, 2023 @ 5:00 PM, CST
City responses to questions or addendums	Approximately August 8, 2023 @ 5:00 PM, CST
Deadline for submission of responses	August 17, 2023 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted through Bonfire 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://roundrocktexas.bonfirehub.com>

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:

<https://roundrocktexas.bonfirehub.com>

4. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://roundrocktexas.bonfirehub.com> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary

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City of Round Rock  
Gate Installation, Maintenance and Repair Services  
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for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

5. **RESPONSE DUE DATE:** Appropriately submitted responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. The Offeror shall respond via the City's electronic bidding platform, Bonfire: <https://roundrocktexas.bonfirehub.com>
- A. This request for proposal (RFP) does not commit the City to contract for any supply or service.
  - B. No paper or submittals outside of Bonfire will be accepted by the City.
  - C. Responses cannot be altered or amended after digital 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.
6. **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 gate maintenance and repair services 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. Have a physical office location in Central Texas

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>

7. **RESPONSE REQUIREMENTS:** The Respondent, by electronically submitting their Offer, acknowledges that he/she is an authorized representative of the Vendor, 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. The Respondent shall include the following information with their bid response:
- ☐ Attachment A – Reference Sheet
  - ☐ Attachment B – Subcontractor Information Form (if applicable)
  - ☐ Attachment C – Bid Sheet
  - ☐ Acknowledged Addenda (if applicable)
8. **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.

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City of Round Rock  
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- 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.

9. **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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

10. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of a bid, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Bidder to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the bids prior to the time a bid decision has been made. Communication between Bidder and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the bid. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the bid then in evaluation, or any future bid.

11. **OPPORTUNITY TO PROTEST:** The Purchasing Manager for the City of Round Rock ("City"), in consultation with the City Attorney, shall have the authority to settle or resolve any dispute concerning the solicitation or award of a contract. The Purchasing Manager may solicit written responses to the protest from other interested parties. The aggrieved person must prepare his or her complaint in writing and send it by electronic mail to the City's Purchasing Department at [protest@roundrocktexas.gov](mailto:protest@roundrocktexas.gov).

In the event of a timely protest, the City shall not proceed further with the solicitation or award of a contract unless it is determined that the award must take place without delay, to protect the best interests of the City.

The procedures for notifying the City of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Office may dismiss your complaint or protest.

- A. **Prior to Offer Due Date:** If you are a prospective offeror for the award of a contract ("Offeror") and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the due date for receipt of offers in response to a solicitation ("Offers"), you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer due date.
- B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process, or the recommended award as follows:
  - i. You must file a written notice of your intent to protest within four (4) working days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
  - ii. You must file your formal written protest within ten (10) working days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated in section (A) above.

## Exhibit "A"

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Gate Installation, Maintenance and Repair Services  
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Class/Item: 936-37  
July 2023

- iii. You must submit your protest in writing and must include the following information:
    - a. your name, address, telephone number, and email address.
    - b. the solicitation number.
    - c. a specific identification of the statutory or regulatory provision that you are alleging has been violated.
    - d. a detailed statement of the factual grounds for your protest, including copies of any relevant documents.
    - e. a statement of any issues of law or fact that you contend must be resolved; and
    - f. a statement of the argument and authority that you offer in support of your protest.
  - iv. Your protest must be concise and presented logically and factually to help with the City's review.
- C. **Receipt of Timely Protest:** When the City receives a timely and complete written protest, the Purchasing Manager, with assistance from the City Attorney, shall make one of the following determinations:
- i. Determine that a violation of rules and statutes has occurred prior to the award of the contract and inform you and other interested parties of the determination. The City will prepare updated solicitation documents and will re-solicit.
  - ii. Determine that no violation of rules or statutes has occurred and inform you and other interested parties of the decision by letter. The reasons for the determination will be presented in the letter.
  - iii. Determine that a violation of rules and statutes has occurred after the award of the contract and inform you and other interested parties of the determination. However, the awarded contract will not be canceled. As needed, corrective actions may be taken with purchasing or any other pertinent City staff.
  - iv. A determination will usually be made within fifteen (15) business days after receipt of the formal protest.
  - v. **Any written decisions by the Purchasing Manager shall be the final administrative action for the City.**

All documentation pertaining to a protest will be kept on file at the City and are subject to open records requests.

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### 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. These can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract.
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/city-departments/purchasing/>

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### 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. 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.
  - C. 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 120 days.
2. **SUBCONTRACTORS** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in gate installation, maintenance and repair services.
3. **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 Contractor's obligations under this paragraph.
4. **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.
5. **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.
6. **PRICE INCREASE:** Contract prices for gate installation 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 10% for any single line item unless otherwise approved by the City.

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- 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. Email the written price increase request to [purchasing@roundrocktexas.gov](mailto:purchasing@roundrocktexas.gov) with the rate detail comparison, a 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.
  - 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.
7. **ACCEPTANCE/INSPECTION:** Acceptance/Inspection should not take more than five (5) working days. The Contractor 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 Contractor 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.
8. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.
9. **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.
10. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order 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://roundrocktexas.bonfirehub.com> once City Council has approved the recommendation of award and the agreement has been executed.
11. **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. The method to provide a smooth and orderly transition of services performed from the current contractor.
  - B. Provide City contact(s) information for implementation of agreement.
  - C. Identify specific milestones, goals, and strategies to meet objectives.
12. **POINT OF CONTACT / 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 representative:** The City's designated representative shall be:  
**Eric Dady**  
**Facility Maintenance Manager**

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### General Services

Phone: 512-688-0350

E-mail: [edady@roundrocktexas.gov](mailto:edady@roundrocktexas.gov)

- C. Do not contact the individual listed above with questions or comments regarding this solicitation during the solicitation.

### 13. 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 may agree 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

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### PART IV SCOPE OF WORK

1. **INTRODUCTION:** The City of Round Rock, herein after "the City" seeks a bid from firms experienced in gate maintenance and repair services.
2. **BACKGROUND:** The City has a total of 27 gates at various locations. Facilities that may require professional repair and maintenance include, but are not limited to, office buildings, fire stations, parks facilities, police facilities, and parking garages. Some of the brands the City uses are Hy-Security, DKS, Lift Master, Amano Viking, and Chamberlain Elite.
3. **SERVICE REQUIREMENTS:** The Contractor shall-
  - A. Perform services at the following location: **See Attachment C- List of Locations.** The City reserves the right to add or remove locations as equipment comes online or is decommissioned.
  - B. **NEW INSTALLATION:** Install new gates, motors and equipment as directed by City of Round Rock. The Contractor shall:
    - i. Remove and dispose of old gates and related materials.
    - ii. Provide recommendations for installation.
    - iii. If there is existing infrastructure, ensure that the recommendation works with existing.
    - iv. Clean up all debris related to installation.
    - v. Coordinate with other City contractors for installation (electrical, access control, etc.)
  - C. **MAINTENANCE SERVICES:** Maintenance shall be performed once a year. Maintenance shall include but not be limited to:
    - i. Inspect and adjust all bolts, chains, physical stops, limits and linkage, clutch and emergency reversing device as needed.
    - ii. Inspect receiver, keypads, loops, safety edges, photo eyes, and safety and activation equipment.
    - iii. Inspect gear box, oil chain, groove wheels, hinge post integrity, grease hinges and rollers.
    - iv. Inspect and test gate sensing edge, transmitter, and receiver system.
    - v. Inspect belts and replace if needed.
    - vi. Inspect, adjust, and lubricate all chains drive, bracket welds, bolts and wear, and gate hinges.
    - vii. Test battery backup unit for proper operation.
    - viii. Test and meter vehicle reversing loops and inspect for exposed wires.
    - ix. Test wiring for the Fire Department key switch.
    - x. Check sprockets and idlers for proper operation.
    - xi. Check radio receiver system, check photo beam and reflector system (both physical and operational), and check v-track condition.
    - xii. Check for warning signs and loose wiring.
    - xiii. Check telephone entry system, clean unit display, entry code and calling functions.
    - xiv. Clean debris from inside and around operator.
    - xv. For HySecurity slide gates at Police headquarters maintenance shall include the following:
      - a) Gate and hardware shall be checked for damage and wear
      - b) Drive chain shall be checked for tightness and wear
      - c) Wheel clap spring shall be checked for clamping tension
      - d) Stop limit switches shall be checked for adjustment
      - e) Deceleration switches shall be checked for adjustment
      - f) Anchor bolts shall be checked for tightness
      - g) All fluid levels shall be checked

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- h) Replace clock battery
- i) Check motor brushes and replace as needed
- j) All other services listed under Part IV Scope of Work Item B.

D. **REPAIR SERVICES:** Repair service shall be performed on site at the equipment location(s) within the time frames specified below:

- i. **Emergency Service Call-** "Emergency services" are defined as requests made that are immediately necessary and may stop normal operations for the City. Emergency services will only be performed at Fire or Police Department locations. Other City locations will be considered normal service requests.
  - a) Contractor shall return the call of the City's POC and schedule repair within one hour of the City's emergency call for repair service.
  - b) For emergency service requests, the Contractor shall be **onsite** within **2 hours** to perform the required tasks, including during afterhours, holidays, and weekends.
  - c) For emergency repairs that occur outside normal business hours the City will give the vendor a notice to proceed before work can begin. The vendor must submit a formal quote/estimate to the City by close of business the next available business day.
- ii. **Non-Emergency Service Call-** "Non-emergency services" are defined as requests for repairs that, if the issue is not resolved in a reasonable amount of time, will stop normal operations. The Contractor shall:
  - a) Call the City POC to schedule repair within four hours of City's call(s) for repair services.
  - b) Be on location at the gate site within 24 hours after notification by the City that non-emergency repair services are required.
  - c) Services will be performed during normal operation hours which are 8:00AM-5:00PM CST.
- iii. **Service technicians** shall:
  - a) Inform the City POC of their arrival and upon completion of work. If work is not completed the technician must contact the City and inform them of when he will be on site to complete the task prior to leaving the site.
  - b) Be fully qualified to work on the listed equipment.
  - c) Employed by the Contractor on the effective date of the contract.
  - d) Contractor shall be able to verify that service personnel have had training with a minimum of one year of "hands on" experience working on the brands/models of City equipment.
  - e) If during the term of this contract a new service technician is hired by the contract, the contractor shall provide certifications and qualifications to the City verifying that the employee is qualified to work on the City's equipment prior to them coming on site.

4. **CONTRACTOR RESPONSIBILITIES:** The Contractor shall-

- A. Schedule all requested maintenance in advance with the City's point of contact.
- B. Be responsible for all debris removal resulting from their services.
- C. Provide written work estimates to the City's point of contact via email for each project in advance of beginning work. The estimate shall include labor, equipment, parts, and materials required to perform repairs. Work shall not be initiated without the City's consent and a formal PO number. See Attachment D- Sample Work Order.
- D. Maintain Communication- Communication is vital to the City of Round Rock. The City requires timely communication throughout the entire job process. The City understands that lead times can vary depending upon the size, manufacturer, and difficulty of the required tasks.
- E. Provide work reports- Contractor(s) shall complete and furnish a work report for each project. A copy of each work report shall be presented with time and material used to support the cost assessment on the final invoice. Reports shall include, at a minimum, the following information:
  - i. Location of the worksite,
  - ii. Date and time of arrival at worksite,

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- iii. Time spent for repair,
- iv. Date and time work at location is completed,
- v. Part(s) ordered, hourly labor rate with quantities, and equipment rented, if necessary,
- vi. A detailed description of all the completed repair work certifying the item is in working order shall be signed by the City's designated representative at the time the work is completed.
- vii. See Attachment E- Sample Invoice

**5. CITY RESPONSIBILITIES:** The City will-

- A. Confirm scheduling of work to be done.
- B. Provide local vehicle parking and access to the work areas. If suitable parking cannot be furnished by the City at the plant, the Contractor shall make arrangements for off-site parking and transportation to/from the work site.
- C. Provide access to locations where service is required.
- D. Ensure area of work is free of safety hazards.
- E. Inspect work performed to ensure compliance with the scope of work
- F. Alert the Contractor to potential issues.

# Exhibit "A"

BID TABULATION				VENDOR #1	
IFB NO: 23-041				Rodd Frank Holdings, LLC DBA Presidio Custom Metal Works	
DESCRIPTION: Gate Installation, Maintenance and Repair Services					
BID OPENING DATE & TIME: 8/24/2023 3:00 PM					
Item #	Bid Item(s) Description	Quantity	UOM	Unit Price	Extended Price
1	Fire Department Logistics	1	Each	\$260.00	\$260.00
2	Fire Station 3	1	Each	\$260.00	\$260.00
3	Fire Station 3	1	Each	\$260.00	\$260.00
4	General Services Warehouse	1	Each	\$260.00	\$260.00
5	Lake Creek	1	Each	\$260.00	\$260.00
6	Luther Peterson Slide Gate	1	Each	\$260.00	\$260.00
7	Luther Peterson Slide Gate	1	Each	\$260.00	\$260.00
8	Luther Peterson Swing Gate	1	Each	\$260.00	\$260.00
9	Luther Peterson Swing Gate	1	Each	\$260.00	\$260.00
10	Parks and Recreation Department Yard	1	Each	\$260.00	\$260.00
11	Police Department Blue Entrance	1	Each	\$260.00	\$260.00
12	Police Department Blue Exit	1	Each	\$260.00	\$260.00
13	Police Department Double Gate South	1	Each	\$260.00	\$260.00
14	Police Department South Entrance	1	Each	\$260.00	\$260.00
15	Public Safety Training Center South	1	Each	\$260.00	\$260.00
16	Public Safety Training Center North	1	Each	\$260.00	\$260.00
17	Rabb	1	Each	\$260.00	\$260.00
18	Signs/Water Line Maintenance East	1	Each	\$260.00	\$260.00
19	Signs/Water Line Maintenance West	1	Each	\$260.00	\$260.00
20	Vehicle Maintenance Entrance Gate	1	Each	\$260.00	\$260.00
21	Vehicle Maintenance Exit Gate	1	Each	\$260.00	\$260.00
22	Vehicle Maintenance Fuel	1	Each	\$260.00	\$260.00
23	Water Treatment Plant Front Gate	1	Each	\$260.00	\$260.00
24	Labor Rate- Installation	30	Hour	\$165.00	\$4,950.00
25	Labor Rate- Repair	300	Hour	\$165.00	\$49,500.00
26	Labor Rate Repair- After Hours Rate	50	Hour	\$275.00	\$13,750.00
27	Emergency Repair- Regular Hourly Rate	30	Hour	\$275.00	\$8,250.00
28	Emergency Repair - After Hours Rate	10	Hour	\$475.00	\$4,750.00
Total:					\$87,180.00

Recommended for Award:

Rodd Frank Holdings, LLC DBA Presidio Custom Metal Works

Exhibit "A"

**Attachment C List of Locations and Equipment**

<b>LOCATION</b>	<b>Address</b>	<b>BRAND</b>
Water Treatment Plant Front Gate	5200 North IH 35	Hy-Security
Vehicle Maintenance Entrance Gate	901 Luther Peterson Place	DKS
Vehicle Maintenance Exit Gate	901 Luther Peterson Place	Lift Master
Vehicle Maintenance Fuel	901 Luther Peterson Place	DKS
Signs/Water Line Maintenance West	901 Luther Peterson Place	DKS
Signs/Water Line Maintenance East	901 Luther Peterson Place	DKS
Luther Peterson Swing Gate	3400 Sunrise RD	Viking
Luther Peterson Swing Gate	3400 Sunrise RD	Viking
Luther Peterson Slide Gate	3400 Sunrise RD	Viking
Luther Peterson Slide Gate	3400 Sunrise RD	Viking
Police Department South Entrance	2701 North Mays Street	Lift Master
Police Department Double Gate South	2701 North Mays Street	Hy-Security
Police Department Double Gate South	2701 North Mays Street	Hy-Security
Police Department Blue Entrance	2701 North Mays Street	Hy-Security
Police Department Blue Exit	2701 North Mays Street	Hy-Security
Public Safety Training Center South	2801 North Mays Street	Hy-Security
Public Safety Training Center North	2801 North Mays Street	Hy-Security
Fire Department Logistics	3300 Gattis School Road	Lift Master
Fire Station 3	221 Sundance Parkway	Lift Master
Fire Station 3	221 Sundance Parkway	Lift Master
Parks and Recreation Department Yard	300 South Burnet	Lift Master
Lake Creek	800 Deerfoot Drive	Lift Master
Rabb	151 N A.W. Grimes Blvd.	Lift Master
Intermodal Entrance	300 W Bagdad	Amano
Intermodal Exit	300 W Bagdad	Amano
General Services Warehouse	2015 Lamar Drive	Chamberlain Elite

## Exhibit "A"

nt		
MODEL	SERIAL	Column1
222 SS ST	SSO-S2.00-10342	
9150-080	3274	
SL3000501U	0516N6947	
9150-080	3279	
9150-080	3275	
9150-080	3278	
F-1	0619-F118-1335	
F-1	0619-F118-1336	
L-3	0619-L318-1288	
L-3	0619-L318-1014	
SL3000101U	1017N7502	
222 X3 ST	N/A	
222 X3 ST	N/A	
222 X3 ST	36B532-0746-131	
222 X3 ST	36B532-0746-132	
222 X3 ST	36B632-1716-177	
222 X3 ST	36B732-1739-552	
SL3000501U	4916N5429	
SL3000501UL	1120N5743	
SL3000501UL	1120N5741	
CSL24UL	0219N2022	
SL580-100-43-G	10 02 02 N20	under warranty
CSL24UL	0520N6189	
AMG-1750/A850	161237	
AMG-1750/A850	161292	
SL3000	N/A	

gater operator  
access controls  
safety devices