

EXHIBIT
"A"

**AGREEMENT BETWEEN THE CITY OF ROUND ROCK
AND
NATIONAL DATA & SURVEYING SERVICES, INC.
FOR THE PURCHASE OF
TRAFFIC DATA COLLECTION SERVICES**

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

This Agreement for the Purchase of Traffic Data Collection Services, (the “Agreement”) is entered into this ____ day of _____, 2024 (the “effective date”) by and between the CITY OF ROUND ROCK, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the “City,” and NATIONAL DATA & SURVEYING , Inc., whose offices are located at 1535 S. La Clenega Blvd., Los Angeles, CA 90035, referred to herein as “Vendor.” This Agreement supersedes and replaces any previous agreement between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase Traffic Data Collection 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 Vendor is the lowest responsible bid; 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 receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1.0 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City is obligated to buy specified services and Vendor is obligated to sell same. The Agreement includes the following: (a) City’s Invitation for Bid, designated Solicitation Number 24-011

dated February 2024 (“IFB”); (b) Vendor’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) Vendor’s Response to IFB;
 - (3) City’s IFB, Addenda, exhibits, and attachments.
- B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.
- C. **Effective Date** means the date set out in the introductory paragraph above.
- D. **Goods and Services** mean the specified services, supplies, materials, commodities, or equipment.
- E. **Vendor** means National Data & Surveying Services, Inc., or any successors or assigns.

2.0 EFFECTIVE DATE AND TERM

- A. This Agreement begins on the effective date 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 Vendor to supply the services as outlined in the IFB; any Addenda to IFB; and the Bid submitted by Vendor, 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 any Addenda to IFB and as offered by Vendor in its Bid.

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; SCOPE OF WORK

A. All items in “Attachment C – Bid Sheet” of Exhibit “A” are awarded to Vendor.

B. Vendor shall satisfactorily provide all services described in Exhibit “A,” attached hereto, within the contract term specified in Section 2.0. Vendor’s undertakings shall be limited to performing services for City and/or advising City concerning those matters on which Vendor has been specifically engaged. Vendor 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 Vendor, City agrees to pay Vendor the amounts set forth in “Attachment C – Bid Sheet” of Exhibit “A.”

B. The City shall pay to the Vendor an amount not-to-exceed **Thirty-Five Thousand Five Hundred Seventy-Five and No/100 Dollars (\$35,575.00)** per year of the Agreement shall not exceed a total amount of **One Hundred Seventy-Seven Thousand Eight Hundred Seventy-Five and No/100 Dollars (\$177,875.00)** amount paid to the Vendor during the term of this Agreement shall not exceed.

6.0 INVOICES

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

1. Name and address of Vendor;
2. Purchase Order Number;
3. Description and quantity of items received; and
4. Delivery 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 Vendor 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 Vendor 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, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods or services, whichever is later. Vendor 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). This Prompt Payment Policy does not apply to payments made by City in the event:

1. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
2. There is a bona fide dispute between Vendor 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
3. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
4. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

10.0 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor 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 Vendor's charges.

12.0 INSURANCE

Vendor shall meet all City of Round Rock insurance requirements set forth in the IFB and on the City's website at:

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

13.0 CITY'S REPRESENTATIVE

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

Matt Bushak, Engineer Principal
Transportation Department
3400 Sunrise Road
Round Rock, TX 78665
(512) 341-3318
mbushak@roundrocktexas.gov

14.0 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.

15.0 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City acquiring the specified goods elsewhere.

Vendor shall be declared in default of this Agreement if it does any of the following and fails to cure the issue within thirty (30) days of receipt of written notice:

1. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
2. Becomes insolvent or seeks relief under the bankruptcy laws of the United States and is unable to perform its material obligations under the Agreement.

16.0 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 Vendor.

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

C. Vendor 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 Vendor, Vendor 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, Vendor 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 Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

17.0 INDEMNIFICATION

Vendor 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 Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor'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 Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

18.0 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

A. Vendor, 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 or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor 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 Vendor verifies Vendor 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 Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

19.0 ASSIGNMENT AND DELEGATION

The parties 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.

20.0 NOTICES

A. 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 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 Vendor:

National Data & Surveying Services, Inc.
1535 S. La Clenega Blvd.
Los Angeles, CA 09935

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

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

21.0 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.

22.0 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

23.0 DISPUTE RESOLUTION

City and Vendor 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.

24.0 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.

25.0 MISCELLANEOUS PROVISIONS

A. Standard of Care. Vendor 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.

B. Time is of the Essence. The parties agree that, from time to time, certain unique transactions may have special requirements relative to timing and, accordingly, the parties will identify those transactions and exercise best efforts to accomplish those transactions within the stated timeframe. Other timing requirements will be met in a commercially reasonable manner.


Where damage is caused to City due to Vendor's failure to perform in the special timing requirement circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

C. Binding Agreement. This Agreement shall extend to and be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns.

D. 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 Vendor have executed this Agreement on the dates indicated.

National Data & Surveying Services, Inc.

By: Abraham Tashman 

Title: CEO/President

Date Signed: 04/26/2024

City of Round Rock, Texas

By: _____
Craig Morgan, Mayor

Date Signed: _____

For City, Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, 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)

TRAFFIC DATA COLLECTION SERVICES

SOLICITATION NUMBER 24-011

February 2024

**TRAFFIC DATA COLLECTION SERVICES
 PART I
 GENERAL REQUIREMENTS**

- PURPOSE AND BACKGROUND:** The City of Round Rock, henceforth referred to as "the City," is inviting bids from proficient firms specializing in traffic data collection services. Spanning across Williamson County and Travis County, the City has conducted over 120 different traffic studies within the last 5 years. The gathered traffic volume data serves various functions within the Transportation, Planning, and Development Services departments. It aids in congestion management, traffic signal synchronization, road maintenance, and planning studies. Moreover, this information plays a pivotal role in drafting environmental documents. Beyond the city departments, community organizations and private developers also leverage this data for insights into community development issues.
- SOLICITATION PACKET:** This solicitation packet is comprised of the following-

Description	Index
Part I – General Requirements	Page(s)
Part II – Definitions, Standard Terms and Conditions, and Insurance Requirements	Page
Part III – Supplemental Terms and Conditions	Page(s)
Part IV – Scope of Work/Specifications	Page(s)
Attachment A – Reference Sheet	Separate Attachment
Attachment B – Subcontractor Information Form	Separate Attachment
Attachment C – Bid Sheet	Separate Attachment
Attachment D – Locations	Separate Attachment
Attachment E – Proposal Submittal Form	Separate Attachment

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

EVENT	DATE
Solicitation released	February 2, 2024
Deadline for submission of questions	February 14, 2024 @ 5:00 PM, CST
City responses to questions or addendums	Approximately February 16, 2024 @ 5:00 PM, CST
Deadline for submission of responses	February 23, 2024 @ 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>

- 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.

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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.

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 traffic data collections as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. 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 RFP process.
- 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
 - Attachment E – Proposal Submittal Form
 - 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.
 - 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.

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- 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
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.
 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.
 - 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.

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- 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/>

**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. **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.

3. **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.

4. **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.

5. **PRICE INCREASE:** Contract prices for traffic data collections 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.
 - 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>

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B. Procedure to Request Increase:

- i. Email the written price increase request to 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.

6. **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.
7. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.
8. **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.
9. **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.
10. **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.
11. **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:

Matthew Bushak, PE
Transportation Engineer
Transportation Department
Phone: 512-341-3318
E-Mail: mbushak@roundrocktexas.gov
 - C. Do not contact the individual listed above with questions or comments regarding this solicitation during the solicitation.

PART IV SCOPE OF WORK

1. **PURPOSE AND BACKGROUND:** The City is situated across two counties: Williamson County and Travis County. Over the past five years, the City has conducted approximately 120 diverse traffic studies. The traffic data obtained serves various functions within the Transportation, Planning, and Development Services departments. It supports activities such as congestion management, traffic signal coordination, road maintenance, and planning studies. Additionally, this data contributes to the preparation of environmental documents. Furthermore, community groups and private developers can utilize this information to address community development issues.

The objective of this contract is to delegate all field traffic data collection activities to an independent contractor. The contractor will be responsible for conducting traffic data collection, and the City Staff will receive this data on a monthly basis. The Contractor is tasked with defining a process and performing traffic data collections in alignment with the City's scope of work.

2. **CONTRACTOR RESPONSIBILITIES:**

- A. The City of Round Rock requires ninety (90), two-day Annual Arterial Daily Traffic Counts recording vehicle volume at fifteen (15) minute intervals from midnight to midnight at designated locations (refer to Attachment C - City of Round Rock Monitoring Locations). The City reserves the right to alter these locations due to its growth during the contract period.
- B. Additionally, the City may request various types of additional counts as listed below:
 - i. Ramp Volume Count (48-hour)
 - ii. Midblock Volume Count (48-hour)
 - iii. Midblock Classification Count (48-hour)
 - iv. Turning Movement Count (24-hour)
 - v. Speed data collection using Radar Gun or Laser Gun (A minimum of 125 cars in each direction, or after two hours have passed)
- C. Each study will include specific details such as location, time, day of the week, date, and direction of traffic flow, to be submitted with the final report.
- D. Prior to conducting any data collection activities on roadways belonging to neighboring local jurisdictions or the Texas Department of Transportation, the Contractor must notify the designated officials. The Contractor is responsible for acquiring encroachment permits for any counts on state highways or within local jurisdictions that require permits. Compliance with the permit terms is mandatory, and the original permit must be with the Contractor during the work.
- E. All traffic studies will utilize industry-standard counting equipment and will cover a minimum of two full twenty-four (24) hour periods for a forty-eight (48) hour study, and one full twenty-four (24) hour periods for a twenty-four (24) hour study. All traffic studies will be conducted between midnight on Tuesday and midnight on Friday, unless otherwise requested. Weekend studies may be included at no extra cost to the City. No studies will occur on state or federal holidays. Should the City find the quality of any study unacceptable, it is the Contractor's responsibility to repeat the study until satisfactory results are obtained.
- F. The Contractor is expected to adhere to industry-standard traffic control practices during the placement of counters.
- G. City ordinance prohibits the mounting of monitoring equipment on poles near streets unless prior approval is granted by the Transportation Department.

3. **REPORTING REQUIREMENTS:**

- A. Data will be conveyed to the City in an Excel file format, comprising individual spreadsheets for each location. The counts will be presented in hourly figures, and an overall summary spreadsheet listing all locations with respective identifying information will also be included. As a precautionary measure, a PDF file/print of each study will accompany the Excel file. In addition, data shall be delivered in a GIS format that is compatible with the City's Graphical Information Systems. Delivery will occur via email

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attachments to the Traffic Systems Superintendent. However, if the file sizes exceed twenty-five (25) megabytes, an Electronic File Transfer internet page (commonly known as an FTP site) provided by the City for the Respondent's use will be utilized.

- B. The accuracy and consistency of results are imperative and subject to the City's verification process. Any circumstances that could lead to inaccuracies in the counts, such as detours or ongoing construction activities, must be promptly reported to the Traffic Systems Superintendent. This report aims to facilitate the rescheduling of the requested study or studies. The City will determine if the situation warrants a modification in the study schedule.

4. CITY RESPONSIBILITIES:

- A. The Contractor will receive a prearranged schedule of the requested work from the City in advance.
- B. Any alterations or updates to the work will be communicated to the Contractor by the City with notice of at least 48 hours before the scheduled work.
- C. The City will ensure that the Contractor has a designated single point of contact for discussions related to tasks, assigned work, and invoices.
- D. Presently, the City of Round Rock does not conduct its own traffic data counts.

Exhibit "A"
ATTACHMENT B
SUBCONTRACTOR INFORMATION FORM
COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 24-011

RESPONDENT'S NAME: National Data and Surveying Services, Inc. DATE: 02/15/2024

- **CIRCLE ONE** - NO, I WILL NOT USE SUBCONTRACTORS ON THIS CONTRACT

NO

YES, I INTEND TO USE SUBCONTRACTORS ON THIS CONTRACT

YES

If yes complete the information below

1. Subcontractor Name _____
Name of Contact _____
E-Mail Address _____
Address _____
City, State, Zip Code _____
Telephone Number () Fax Number: () _____
Describe work to be performed _____
Percentage of contract work to be performed % _____

2. Subcontractor Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Address _____
City, State, Zip Code _____
Telephone Number () Fax Number: () _____
Describe work to be performed _____
Percentage of contract work to be performed % _____

- *Add additional pages as needed*

Exhibit "A"
Attachment C- Bid Sheet
Traffic Data Collection Services
IFB 24-011

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 24-011 Traffic Data Collection Services. The Respondent acknowledges that they have received and read the entire solicitation packet, attachments, 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, 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 indicated below

Description	Estimated Number of Counts Expected per Year	Unit	Unit Cost	Extended Total
Annual ADT Count Program (Groups 1-3)	90	Each	\$135.00	\$12,150.00
Annual ADT Count Program (Groups 4-5)	40	Each	\$135.00	\$5,400.00
On Call Volume Counts				
Bi-Directional 2 Lane Roadway	10	Each	\$135.00	\$1,350.00
Bi-Directional 4 Lane Roadway	10	Each	\$135.00	\$1,350.00
Bi-Directional 6 Lane Roadway	10	Each	\$175.00	\$1,750.00
Freeway Ramp	10	Each	\$175.00	\$1,750.00
On Call Misc				
Intersection Turning Movement Counts	10	Each	\$785.00	\$7,850.00
Intersection/Driveway Vehicle Delay	5	Each	\$460.00	\$2,300.00
Speed Counts (per direction)	5	Each	\$160.00	\$800.00
Vehicle Classification Study	5	Each	\$175.00	\$875.00
ANNUAL TOTAL:				\$35,575.00

COMPANY NAME:

National Data and Surveying Services, Inc.

PRINTED NAME:



Abraham Tashman

PHONE NUMBER:

323-782-0090

EMAIL ADDRESS:

avi.tashman@ndsdata.com

Exhibit "A"
ATTACHMENT D- City of Round Rock Monitoring Locations

GROUP	LOCATION
ADT ARTERIAL STREETS - Groups 1, 2 and 3	
GROUP 1	
1	AW Grimes Blvd Btwn Gattis School Rd & Louis Henna Blvd
1	AW Grimes Blvd Btwn Logan Dr & Gattis School Rd
1	AW Grimes Blvd Btwn Louis Henna to Roundville Ln
1	AW Grimes Blvd Btwn Old Settlers Blvd & Tiger Trail
1	AW Grimes Blvd Btwn Tiger Trl & Hwy 79
1	AW Grimes Blvd Btwn University Blvd & Old Settlers Blvd
1	AW Grimes Blvd Btwn Hwy 79 & Logan Dr
1	Bowman Rd btwn Greenhill Dr & Egger Ave
1	Bowman Rd Btwn Sunrise Rd & Buckeye Ln
1	Chisholm Trail Rd Btwn Chisholm Pkwy & Industrial Blvd
1	Chisholm Trail Rd btwn Emmanuel St & Sunset Dr
1	Chisholm Trail Rd btwn Wolle Ln & FM 3406
1	Creek Bend Blvd Btwn Wyoming Springs & Creek Bend Cir.
1	Creek Bend Blvd Btwn FM 3406 & Sam Bass Rd
1	Deepwood Dr at Round Rock High School
1	Dell Way btwn Greenlawn Blvd & South Mays St
1	Double Creek Dr btwn Bryant Dr & Louis Henna Blvd
1	Double Creek Dr btwn Henna Way & Ray Berglund Blvd
1	E Main St btwn Burnet St & Lewis St
1	FM 3406 Btwn Plantation Dr & Oak Hollow Dr
1	FM 3406 Btwn Wyoming Springs Dr & Sam Bass Rd
1	Forest Creek Dr btwn Grey Feather Ct & Kenny Fort Dr
1	Forest Creek Dr Btwn Kenny Fort Blvd & Rusk Rd
1	Forest Creek Dr btwn Lake Forest Dr & Forest Ridge Blvd
1	Gattis School Rd Btwn High Country Blvd & Red Bud Ln
1	Gattis School Rd Btwn Rolling Ridge Dr & Meister Ln
1	Gattis School Rd Btwn Joyce Ln & South Creek Dr
1	Gattis School Rd btwn Surrey Dr & Oxford Blvd
1	Georgetown St Btwn Timberwood Dr & Pecan Ave
1	Logan ST Btwn Mays St & Greenlawn Blvd
1	Greenlawn Blvd Btwn Dell Way & Stratford Dr
1	Greenlawn Blvd btwn Louis Henna Blvd & IH-35 NB Frontage Rd
1	Hesters Crossing Rd Btwn La Frontera Blvd & CR 172
1	Hesters Crossing Rd Btwn Rawhide Dr & IH-35 SB Frontage Rd
1	High Country Blvd Btwn Southampton Way & Flower Hill Dr
1	Kenny Fort Blvd btwn Joe DiMaggio Blvd and Forest Creek Dr
1	La Frontera Blvd Btwn Sundance Pkwy & SH 45 WB Frontage Rd
1	N Mays St Btwn Texas Ave & Bowman Rd
1	N Mays St btwn Jeffrey Way & Greenhill Dr
1	N Mays St btwn US79 to Old Bowman
GROUP 2	
2	N Mays St btwn University Blvd and Oakmont Dr
2	N Mays St btwn University Blvd and Terravista Pkwy
2	S Mays St btwn Fannin Ave and Sunset Dr
2	S Mays St Btwn Mays Crossing and Gattis School Rd
2	S Mays St Btwn Nash St and the Lake Creek Bridge
2	McNeil Rd Between East Messick Lp and Oakridge Dr
2	McNeil Rd Btwn Blair St & IH-35 NB Frontage Rd
2	McNeil Rd Between Saint Williams Ave and Round Rock West Dr
2	Meister Ln btwn Louis Henna Blvd & Gattis School Rd
2	N Mays St btwn University Blvd and Terravista Pkwy - Street Name Change - Transportation to Confirm!

Exhibit "A"
ATTACHMENT D- City of Round Rock Monitoring Locations

2	CR 112 Btwn N A.W. Grimes Blvd and Ekvall Dr
2	CR 110 Btwn Urbano Bnd and Porano Cir
2	Old Settlers Blvd btwn Harrell Pkwy and Chamberlain Dr
2	Old Settlers Blvd btwn Brenda Ln & Bluffstone Dr
2	Old Settlers Blvd Btwn Champion Dr & Water Spaniel Way
2	Old Settlers Blvd Btwn Greenhill Dr & Mesa Park Dr
2	Red Bud Ln Btwn Margarita Loop and Guadalajara St
2	Red Bud Ln Btwn CR 123 & Evergreen Dr
2	Red Bud Ln Btwn Old Settlers Blvd & CR 117
2	Red Bud Ln Btwn Jackrabbit Run & Doris Ln
2	Red Bud Ln Btwn Hwy 79 & Mickey Mantle Pl
2	FM 620 Btwn Chisholm Trail Pkwy & Lake Creek
2	FM 620 Btwn Wyoming Springs & Oakwood Blvd
2	Round Rock Ave Btwn San Saba St & Brown St
2	Sam Bass Rd Btwn FM 3406 & Desert Willow Dr
2	Sam Bass Rd Btwn Somerset Dr & Meadows Dr
GROUP 3	
3	Sunrise Rd Btwn Eagles Nest St & Luther Peterson Pl
3	Sunrise Rd Btwn Old Settlers Blvd & Bowman Rd
3	Sunrise Rd Btwn Hwy 79 & Tiger Trl
3	Sunrise Rd Btwn Eagles Nest St & Hidden Valley Dr
3	FM 1431 Btwn IH 35 and Newsom Dr
3	University Blvd btwn AW Grimes Blvd & CR 110
3	University Blvd btwn Campus Village Dr & College Park Dr
3	University Blvd btwn IH 35 & Oakmont Dr
3	University Blvd Btwn Oakmont Dr & Sunrise Rd
3	University Blvd btwn Sunrise Rd & Orion St
3	University Blvd btwn SH 130 and Solerno Ests
3	US 79 Btwn Georgetown St & Sunrise Rd
3	US 79 Btwn N Mays St & IH 35
3	US 79 Btwn Joe Dimaggio Blvd & Harrell Pkwy
3	US 79 Btwn Nolan Ryan Blvd. & Red Bud Ln.
3	Kenney Fort Blvd btwn Old Settler Blvd and Sports Capital Xing
3	Kenney Fort Blvd btwn Gattis School Rd and Forest Creek Dr
3	Wyoming Springs Dr Btwn Smyer Ln & Park Valley Dr
3	Wyoming Springs Dr Btwn Arbor Dr & Stone Creek Dr
GROUP	LOCATION
	SH45 FRONTAGE RD.
4	WB Louis Henna Blvd East of CR 172
4	EB Louis Henna Blvd West of CR 1325
4	WB Louis Henna Blvd Btwn Kouri Ave & La Frontera Blvd
4	EB Louis Henna Blvd Just West of Farmers Cir
4	EB Louis Henna Blvd Just East of I-35 NB Frontage Rd
4	WB Louis Henna Blvd East of I-35 NB Frontage Rd
4	WB Louis Henna Blvd Just West of SH-45 WB On-Ramp
4	EB Louis Henna Blvd Btwn SH-45 EB Offramp & Gas Station Dwy
4	WB Louis Henna Blvd Just East of Large Parking lot West Dwy East of Greenlawn Blvd
4	EB Louis Henna Blvd Btwn SAW Grimes Blv & Warner Ranch Dr
4	WB Louis Henna Blvd East of AW Grimes Blvd
4	EB Louis Henna Blvd East of SAW Grimes Blvd
4	EB Louis Henna Blvd East of Double Creek Dr
4	WB Louis Henna Blvd Just East of CR 169
4	EB Louis Henna Dr Just East of Schultz Ln
4	WB Louis Henna Blvd Just West of Donnell Dr
GROUP	LOCATION

Exhibit "A"
ATTACHMENT D- City of Round Rock Monitoring Locations

I35 FRONTAGE RD.	
5	I-35 NB Frontage Rd Just North of Greenlawn Blvd
5	I-35 SB Frontage Rd Just North of Parker Rd
5	I-35 NB Frontage Rd ±600' of SH45
5	I-35 SB Frontage Rd Just North of Sundance Pkwy
5	I-35 NB Frontage Rd Just South of Dell Way
5	I-35 SB Frontage Rd South of Old West Dr
5	I-35 NB Frontage Rd ±200' north of Gattis School
5	I-35 SB Frontage Rd Just South of Chisholm Valley Dr
5	I-35 NB Frontage Rd Just north of Mays Crossing
5	I-35 SB Frontage Rd ±600' south of Round Rock Ave
5	I-35 NB Frontage Rd Just south of Round Rock Ave
5	I-35 NB Frontage Rd ±500' north of Round Rock Ave.
5	I-35 SB Frontage Rd ±500' north of Round Rock Ave.
5	I-35 SB Frontage Rd ±300' north of Sunset Dr.
5	I-35 NB Frontage Rd Just North of Sunset Dr
5	I-35 NB Frontage Rd Just North of W Palm Valley Dr
5	I-35 NB Frontage Rd North of Texas Ave
5	I-35 SB Frontage Rd Just North of Chisholm Pkwy
5	I-35 SB Frontage Rd ±900' South of FM 3406
5	I-35 NB Frontage Rd Just North of Meridian Lane
5	I-35 SB Frontage Rd Just North of Wolle Ln
5	I-35 SB Frontage Rd Just South of University Blvd
5	I-35 NB Frontage Rd Just South of University Blvd
5	I-35 NB Frontage Just North University Blvd
5	I-35 SB Frontage Rd Just South of South Westinghouse Dr Half Loop
5	I-35 NB Frontage Rd North of Bass Pro Dr

Exhibit "A"
ATTACHMENT E
SOLCITATION SUBMITTAL FORM AND EXECUTION

NOTE: RESPONDENTS SHALL COMPLETE, SIGN, AND UPLOAD THIS ATTACHMENT WITH THEIR SUBMITTAL IN BONFIRE. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE SUBMITTAL.

By signature hereon, the Respondent certifies that:

All statements, pricing and information prepared and submitted to the City's Bonfire portal in response to this solicitation are current, complete, and accurate.

He/she has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a City employee, evaluator, or evaluating entity in connection with the submitted response. Signing the Execution of Solicitation Submittal Form with a false statement shall void the submitted offer or any resulting contracts.

Respondent represents and warrants that the individual signing this Execution of Solicitation Submittal Form is authorized to sign this document, represent the Respondent and to bind the Respondent under any contract resulting from this submittal.

RESPONDENT (COMPANY): National Data and Surveying Services, Inc.

SIGNATURE (INK/DIGITAL): 

NAME (TYPED/PRINTED): Abraham Tashman

TITLE: President **DATE:** 02/15/2024

STREET: 1535 S La Cienega Blvd

CITY/STATE/ZIP: Los Angeles, CA 90036

TELEPHONE & FAX NO.: P 323-782-0090 F 323-375-1666

E-MAIL ADDRESS: avi.tashman@ndsdata.com

FEDERAL TAX IDENTIFICATION NUMBER (FIN): 33-0608605

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/city-businesses/solicitations/>