

EXHIBIT
"A"

**CITY OF ROUND ROCK
AGREEMENT FOR
SURVEILLANCE, SECURITY, AND MONITORING PRODUCTS
WITH
PREFERRED TECHNOLOGIES, LLC**

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

THAT THIS AGREEMENT for purchase of surveillance, security, and monitoring products and related services (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of _____, 2021 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and PREFERRED TECHNOLOGIES, LLC, whose address is 1414 Wedgewood Street, Houston, Texas 77093 (referred to herein as the "Vendor").

RECITALS:

WHEREAS, City desires to purchase goods and services related to surveillance, security, and monitoring products; and

WHEREAS, Chapter 271, Subchapter D of the Texas Local Government Code allows for a local government to participate in a state cooperative purchasing program for the purposes of procuring goods and services; and

WHEREAS, the Texas Department of Information Resources ("DIR") is a state approved cooperative purchasing program wherein the state performs purchasing services on behalf of local governments; and

WHEREAS, Vendor is an approved DIR vendor; and

WHEREAS, the City is permitted to purchase from a DIR Contract and desires to purchase certain goods and services from Vendor's DIR Contract No. DIR-CPO-4742; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City agrees to buy specified goods and services and Vendor is obligated to provide same. The Agreement includes Vendor's Proposal, attached as Exhibit "A," and incorporated herein by reference for all purposes.

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. **Vendor** means Preferred Technologies, LLC, its successor or assigns.

2.01 EFFECTIVE DATE AND TERM

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

B. The term of this Agreement shall be from the effective date hereof until February 18, 2026; and

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.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

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

4.01 SCOPE OF WORK

Vendor shall satisfactorily provide all goods and services described under the attached Exhibit "A." Vendor's undertakings shall be limited to providing goods and 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.

5.01 CONTRACT AMOUNT

In consideration for the goods and services to be performed by Vendor, City agrees to pay the Vendor an amount not-to-exceed a total of **One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00)**.

6.01 INVOICES

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

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

7.01 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 goods and 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.

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor 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. 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); however, this Policy does not apply to payments made by City in the event:

- A. 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
- 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 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
- 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.

9.01 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.

10.01 TAXES

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

11.01 ORDERS PLACED WITH ALTERNATE VENDORS

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

12.01 INSURANCE

Vendor shall meet all insurance requirements set forth on the City's website at: https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

13.01 CITY’S REPRESENTATIVES

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

Eric Dady
Building Construction Superintendent
212 Commerce Cove
Round Rock, Texas 78664
512-218-5472
edady@roundrocktexas.gov

14.01 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.

15.01 DEFAULT

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

Vendor 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.

16.01 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 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.

17.01 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.

18.01 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 and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the terms 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 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 provision in the contract 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 Consultant verifies consultant 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 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 provision in the contract 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 Consultant verifies consultant does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

19.01 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.

20.01 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 Vendor:

Preferred Technologies, LLC
1414 Wedgewood Street
Houston, TX 77093

Notice to City:

Laurie Hadley, City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

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

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

21.01 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.

22.01 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, duly authorized by action of the City Manager or City Council.

23.01 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.

24.01 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.

25.01 MISCELLANEOUS PROVISIONS

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.

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor 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 Vendor'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 Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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

[Signatures on the following page.]

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

City of Round Rock, Texas

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

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Preferred Technologies, LLC

By: 
Printed Name: SHAWN CASTILLO
Title: PRESIDENT
Date Signed: 10/21/2021

Exhibit "A"

DIR-CPO-4742 Appendix C - Pricing Index
Preferred Technologies, LLC

PRODUCTS	
Manufacturer / Brand	DIR Discount % Off MSRP
Altronix	44.50%
Antaira	5.00%
Assa Abloy	43.00%
Axis Communications	24.50%
BCD Video	22.50%
BTU Research	10.00%
Corbin Russwin	16.50%
Digital Monitoring Products (DMP)	44.50%
Future Fibre Technologies (FFT)	15.00%
General Cable	38.00%
Genetec	28.50%
Genetec-Professional Services	10.00%
Genetec-Streamvault	30.00%
Hanwha Techwin	40.00%
Holliday Process Solutions	15.00%
Invizium	5.00%
Jemez Technology	5.00%
LifeSafety Power	30.00%
Matica	5.00%
Medeco	15.00%
National Monitoring Center (Netwatch)	2.50%
Norton Door Controls	15.00%
NVT Phybridge	19.00%
Paige Datacom Solutions	2.50%
Panduit	35.00%
PedestalCEO	3.00%
Pivot3	20.00%
Preferred Technologies, LLC	15.00%
Salient	24.00%
Sargent	15.50%
Security Door Controls (SDC)	40.00%
Siklu	16.50%
SpotterRF	10.50%
Strongpoles	5.00%
Sunwize	15.00%
Talkaphone	37.50%
Transition Networks	32.50%
TSi Power	5.00%
Tycon	2.50%
Veracity	20.00%
VideoTec	10.00%
Windy City Wire	31.50%
Yale	16.50%
Zenitel	20.00%

Exhibit "A"

DIR-CPO-4742 Appendix C - Pricing Index
Preferred Technologies, LLC

<u>SERVICES</u>		
Part Number/Description	Definition of Services	DIR Discount % Off MSRP
INSTALL	INSTALL PRODUCTS AND SYSTEMS FOR SURVEILLANCE, SECURITY, AND MONITORING. PRICING IS PER MAN HOUR.	15.00%
COMMISSION	REVIEW, INSPECT, TEST, AND DOCUMENT THE PERFORMANCE OF AN ENTIRE SURVEILLANCE, SECURITY, OR DETECTION SYSTEM TO MAKE SURE THE SYSTEM MEETS ALL SPECIFICATIONS, INTENT OF THE DESIGN, OPERATION AND FUNCTIONAL REQUIREMENTS, AND THE REQUIREMENTS OF THE END USER/OWNER. PRICING IS PER MAN HOUR.	15.00%
TEST	CONDUCT ROUTINE TESTING OF SYSTEMS AND ALL COMPONENT PARTS TO THE LEVEL AND FREQUENCY STIPULATED BY THE CUSTOMER. PRICING IS PER MAN HOUR.	15.00%
TRAIN	PERFORM ON-SITE TRAINING OF CUSTOMER EMPLOYEES OR DESIGNATED THIRD PARTY EMPLOYEES IN THE OPERATION AND/OR MAINTENANCE OF THE PRODUCT OFFERED, INCLUDING PROVIDING OPERATION AND MAINTENANCE MANUALS, FORMAL TRAINING CLASSES AND DEMONSTRATION OF OPERATION OF ALL EQUIPMENT AS SPECIFIED BY THE CUSTOMER. PRICING IS PER MAN HOUR.	15.00%
MAINTAIN	PERFORM ROUTINE CLEANING, MAINTENANCE, AND REPAIR (INCLUDING EMERGENCY REPAIR SERVICES) OF SYSTEMS AND ALL COMPONENT PARTS TO THE LEVEL AND FREQUENCY STIPULATED BY THE CUSTOMER. PRICING IS PER MAN HOUR.	15.00%
DOCUMENTATION	BUILD SHOP DRAWINGS, SUBMITTALS, AS-BUILT DOCUMENTS, OPERATIONS AND MAINTENANCE MANUALS, AND OTHER DOCUMENTATION REQUIRED BY THE CUSTOMER. PRICING IS PER MAN HOUR.	15.00%
DESIGN	DEVELOP DESIGNS AND ENGINEERED SOLUTIONS FOR SURVEILLANCE, SECURITY, AND MONITORING SYSTEMS. PRICING IS PER MAN HOUR.	15.00%

Exhibit "A"

DIR-CPO-4742 Appendix C - Pricing Index
Preferred Technologies, LLC

PROGRAMMING	PROGRAM AND CONFIGURE SURVEILLANCE, SECURITY, AND MONITORING SYSTEM SOFTWARE, FIRMWARE, OPERATING SYSTEMS, DATABASES, ETC., AS REQUIRED BY THE CUSTOMER. PRICING IS PER MAN HOUR.	15.00%
SOFTWARE DEVELOPMENT	DEVELOP SOFTWARE AND SOFTWARE INTEGRATIONS, AS REQUIRED BY THE CUSTOMER. PRICING IS PER MAN HOUR.	15.00%
PROJECT MANAGEMENT	PROVIDE PROJECT MANAGEMENT SERVICES, TO INCLUDE BUT NOT LIMITED TO ATTENDING MEETINGS, COORDINATING WORK, BUILDING AND MAINTAINING PROJECT SCHEDULES, CONDUCTING SAFETY MEETINGS, FULFILLING CONTRACT COMPLIANCE REQUIREMENTS, AND DEVELOPING APPLICATIONS FOR PAYMENT. PRICING IS PER MAN HOUR.	15.00%
PERMITTING	PROVIDE PERMIT DOCUMENTS AND INSPECTIONS PER THE REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION. PRICING IS PER MAN HOUR.	15.00%
SURVEY	PERFORM SURVEYS AND AUDITS OF EXISTING SYSTEMS, TO INCLUDE DEVELOPING ASSOCIATED REPORTS. PRICING IS PER MAN HOUR.	15.00%

Exhibit "A"

DIR-CPO-4742 Appendix C - Pricing Index
Preferred Technologies, LLC

Volume Discounts (all brands)

CUMULATIVE	FREQUENCY	ADDITIONAL DISCOUNT
\$1,000,000-\$1,499,999.99	Per Customer, Per Year, Additional Discount Applies to Orders Placed After Cumulative Threshold is Met	1.00%
\$1,500,000-\$1,999,999.99	Per Customer, Per Year, Additional Discount Applies to Orders Placed After Cumulative Threshold is Met	2.00%
\$2,000,000-\$4,999,999.99	Per Customer, Per Year, Additional Discount Applies to Orders Placed After Cumulative Threshold is Met	3.00%
\$5,000,000+	Per Customer, Per Year, Additional Discount Applies to Orders Placed After Cumulative Threshold is Met	5.00%
PER TRANSACTION	FREQUENCY	ADDITIONAL DISCOUNT
\$500,000-\$999,999.99	Per Transaction	1.00%
\$1,000,000-\$1,499,999.99	Per Transaction	2.00%
\$1,500,000-\$1,999,999.99	Per Transaction	3.00%
\$2,000,000+	Per Transaction	5.00%

END