

**EXHIBIT****"A"**

**CITY OF ROUND ROCK AGREEMENT FOR  
FIRE ALARM TEST AND INSPECTION SERVICES  
WITH  
CONVERGINT 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 the purchase of fire alarm test and inspection services, and related goods and services (referred to herein as the "Agreement"), is made and entered into on this the \_\_\_\_ day of the month of \_\_\_\_\_, 2021 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and CONVERGINT TECHNOLOGIES LLC, whose offices are located at 10535 Boyer Boulevard, Suite 300, Austin, Texas 78758 (referred to herein as "Vendor").

**RECITALS:**

WHEREAS, City desires to purchase certain deliverables, specifically, fire alarm test and inspection, and related goods and services; and

WHEREAS, the City is a member of the Sourcewell Cooperative; and

WHEREAS, City desires to purchases said services from Vendor through Sourcewell Contract #030421-CTL; 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 desires to purchase specified goods and services and Vendor is obligated to sell same said services.

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. **Services** mean work performed to meet a demand or effort by Vendor to comply with promised delivery dates, specifications, and technical assistance specified.

F. **Vendor** means Convergent Technologies LLC its successors 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. This Agreement shall terminate April 22, 2025.

C. City reserves the right to review the relationship with Vendor 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 services which are the subject matter of this Agreement are described in Exhibit "A," attached hereto and incorporated herein by reference together with this agreement, comprise the Contract Documents or Agreement.

## **4.01 ITEMS**

A. The services which are the subject matter of this Agreement are described generally in the attached Exhibit "A."

B. This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

C. Vendor shall satisfactorily provide all deliverables described in Exhibit "A" within the contract term specified. A change in the Scope of Services or any term of this Agreement,

including bonding requirements, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

#### **5.01 COSTS**

A. City agrees to pay for services during the term of this Agreement at the pricing set forth in Exhibit "A" for the locations set forth therein.

B. In consideration for the deliverables and services related to the deliverables, the City agrees to pay Vendor an amount not to exceed **Two Hundred Thousand and No/100 Dollars (\$200,000.00)** for the term of this Agreement.

#### **6.01 INVOICES**

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

- A. Name and address of 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 services as determined by City's budget for the fiscal year in question. City may effect 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 CITY'S REPRESENTATIVE**

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

Corey Amidon, Facility Manager  
212 Commerce Cove  
Round Rock, Texas 78664  
(512) 341-3144  
[camidon@roundrocktexas.gov](mailto:camidon@roundrocktexas.gov)

#### **13.01 INSURANCE**

Vendor shall meet all City of Round Rock Insurance Requirements 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 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 fully, timely and faithfully perform any of its material obligations under this Agreement;
- B. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- C. 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. Vendor shall not be required to indemnify or defend any party to the extent the matter to be indemnified or defended against is caused by the negligence or willful misconduct of one or more of the indemnified parties.

#### **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 term of a contract. The signatory executing this Agreement on behalf of Vendor verifies that Vendor does not boycott Israel and will not boycott Israel 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:**

Convergint Technologies LLC  
10535 Boyer Boulevard  
Suite 300  
Austin, Texas 78758

With Copy to:

Convergint Technologies, LLC  
Attn: Legal Department  
One Commerce Drive  
Schaumburg, Illinois 60173

**Notice to City:**

City Manager  
221 East Main Street  
Round Rock, TX 78664

AND TO:

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

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

**Non-Direct Damages.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY HERETO (OR TO ANY INDEMNITEE) FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE, OR LOST PROFITS (WHETHER AS DIRECT OR CONSEQUENTIAL DAMAGES), EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**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.



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

**Convergint Technologies LLC**

By: MM Alexander  
Printed Name: MARK ALEXANDER  
Title: GENERAL MANAGER  
Date Signed: 9-13-2021



Convergent Technologies LLC  
10535 Boyer Blvd. Suite 300  
Austin, Texas 78758  
Phone (512) 351-4042  
Fax (512) 532-6624  
www.convergent.com

## FIRE ALARM TEST & INSPECTION PROPOSAL

<b>Date:</b>	July 9, 2021	<b>Quotation #:</b>	AT04293693P
<b>To:</b>	City of Round Rock	<b>Project:</b>	City of RR FA Inspections 2020
<b>Attn:</b>	Amanda Crowell	<b>Licenses:</b>	ACR-1750734 B10716-C
<b>From:</b>	Annette Thompson Government Senior Account Executive annette.thompson@convergent.com	<b>Sourcewell Contract:</b>	030421-CTL

We are pleased to provide this proposal for your consideration. This quotation is firm for One hundred and Twenty (120) days. Convergent Technologies terms are net-30 based on monthly progress billings unless specified otherwise.

## OVERVIEW AND INTRODUCTION

Convergent Technologies is pleased to present this proposal to provide annual Fire Alarm System Test & Inspection services for the City of Round Rock Buildings:

<b>Site Name:</b>	Building Services				
<b>Address:</b>	212 Commerce Blvd				
<b>City:</b>	Round Rock	<b>State:</b>	Texas	<b>Zip:</b>	78664
<b>Contact:</b>	Amanda Crowell				
<b>Phone #:</b>	(512) 218-5458				

## SERVICES

### Test & Inspection Services

Testing of all devices and control functions will be performed in accordance with NFPA72-2013 (when applicable), and manufacturer's recommendations. All testing will be performed during normal work hours (Monday – Friday, 8AM to 5PM). Notification appliance audibility testing will be coordinated with building personnel to mitigate occupant disruption. Inspection service will be provided while on-site during system testing. Inspection of the installed system is intended to identify changes or modifications to the facility or operating environment that could adversely affect equipment performance.

The scheduled frequency of visits during the annual agreement period will be:

- ☒ The system will be tested in a scheduled annual visit - 100% of devices
- ☐ The system will be tested in scheduled semi-annual visits - 50% of devices each visit
- ☐ The system will be tested in scheduled quarterly visits – 25% of the devices each visit

### Preventive Maintenance

Preventive maintenance will be performed and scheduled by Convergent to coincide with normal Test and Inspection visits. Preventive maintenance will also be performed in accordance with manufacturer's recommendations and shall depend on the type of equipment installed and local ambient operating conditions.

### Battery Testing

NFPA72-2013 includes guidelines for testing batteries, as well as a requirement that sealed lead-acid batteries be replaced at specified intervals from date of manufacture or in accordance with manufacturer requirements. Over a period of time, the batteries lose their ability to provide standby power required by the system in the event of primary power failure. The only way to be assured the batteries will work is through proper load testing. This testing will be performed annually during a scheduled Test and Inspection visit. Replacement of batteries is not included in this proposal.

### Web Based Reporting

Convergent's web-based reporting starts with the application of barcodes to initiating devices, control equipment, batteries and other system devices. As the devices are tested, they are scanned and critical information for each device is documented. In addition, scanning the barcode automatically records the date and time of inspection.

Within 24 hours following the inspection, an on-line database and report of the system test is available for viewing, downloading, printing or emailing. This information can be retrieved from anywhere via a standard internet browser. Color coded status flags provide an immediate summary of the building test status; normal, discrepancies found or devices failed. Proposed solutions to resolve discrepancies or failed devices are included.

Convergent's web-based reporting system offers the only verified and authenticated test and inspection in the fire protection industry. This gives building owners and managers the confidence and knowledge that their fire alarm systems are being tested and inspected according to code or specific regulatory requirements and in a timely manner.

### VALUE ADDED FEATURES

#### **Multi-Year Program Commitment**

Convergent is committed to establishing long-term agreements at mutually agreed pricing and escalation levels. When a customer agrees to purchase a multi-year support program from Convergent (3 years and above), the second year will automatically be secured at first year prices with no escalation.

#### **Price Advantage**

Predictable costs for system repairs and emergency service by means of lower labor rates and material costs in accordance with Convergent's published CSP rates and associated discounts at the time of service. Service rates shown as part of the Pricing Breakdown below.

#### **Priority Response Time**

As a Convergent CSP customer, you will be given priority for emergency service calls: 8 hours on-site. Non-emergency calls, as mutually agreed between the customer and Convergent, will be serviced on the next business day.

#### **Qualified Resources**

A professional team of NICET certified and/or factory trained, and qualified personnel deliver services performed by Convergent.

#### **Service Documentation**

Every system test and service call will be documented utilizing an inspection report and/or work order completed by our Service Specialist.

#### **Telephone Support and Consultation**

Telephone diagnostic support is available for all CSP Fire Alarm customers. Our on-call technicians will provide diagnostic / troubleshooting support to help reduce your costs by trying to resolve issues prior to our arrival.

### CLARIFICATIONS

1. Convergent shall be provided unobstructed access to all devices in the building during the system test and inspection.
2. Convergent reserves the right to propose an annual adjustment to the CSP program cost if additional devices or appliances are added to the system during the term of the agreement.
3. Testing of the system does not include troubleshooting of pre-existing system conditions (ground faults, etc.).
4. The customer agrees to provide any necessary equipment to reach inaccessible or limited access equipment.
5. Printouts of the existing system databases shall be made available to Convergent for validation of point count and device type.
6. If available, a copy of the system drawings shall be provided to Convergent prior to beginning the testing program.
7. Waterflow and sprinkler supervisory testing are dynamic tests assuming inspector's test points are available and drains are installed. Otherwise, simulated tests shall be performed at the monitoring device.

**LIST OF COVERED EQUIPMENT**

Facility Name	Price
BACA	\$ 2,667.00
Business Center	\$ 1,334.00
City Hall	\$ 1,334.00
CMRC	\$ 1,334.00
FS #2	\$ 667.00
FS #3	\$ 334.00
FS #4	\$ 667.00
FS #5	\$ 667.00
FS #6	\$ 667.00
FS #7	\$ 667.00
FS #8	\$ 667.00
Intermodal Parking	\$ 334.00
Library	\$ 1,334.00
McConico	\$ 1,334.00
PD	\$ 5,334.00
Rabb House	\$ 1,334.00
Sports Center	\$ 2,000.00
WTP Chlorinating	\$ 667.00
Multipurpose Field Complex	\$ 334.00
Public Safety Training Fac	\$ 1,000.00
Luther Peterson (3 building Complex)	\$ 2,000.00

## PRICING BREAKDOWN

<b>CSP Start Date</b>	Sept 2021-2026				
<b>Program Duration</b>	<input checked="" type="checkbox"/> 1 Year	<input checked="" type="checkbox"/> 2 Year	<input checked="" type="checkbox"/> 3 Year	<input checked="" type="checkbox"/> 4 Year	<input checked="" type="checkbox"/> 5 Year
<b>Standard CSP Program Cost</b>	Year 1 \$35,000	Year 2 \$35,000	Year 3 \$35,000	Year 4 \$35,000	Year 5 \$35,000
<b>Obligated Annual CSP Cost</b>	Year 1 \$26,676.00	Year 2 \$27,210.00	Year 3 \$27,469.00	Year 4 \$27,782.00	Year 5 \$27,942.00
<b>Payment Schedule</b>	The CSP will be invoices annually in the first month of the agreement period unless mutually agreed otherwise. <b>Not to Exceed \$200,000 throughout the 5 yr term.</b>				

<b>Current Labor Rates</b>	<b>Normal Hours (8:00am to 5:00pm)</b>	<b>After Hours (Monday – Saturday)</b>	<b>Sunday &amp; Holidays</b>
<b>Standard Rates</b>	\$148.00	\$192.00	\$250.00
<b>CSP Customer</b>	\$112.00	\$166.00	\$222.00

- Sourcewell Pricing
- Current Sourcewell Contract expiration Date 6/30/2026 we will renew.
- No mileage or travel time charge if within a 50-mile radius of Austin.
- Outside 50-mile radius, Customer will be billed for travel time.
- Emergency Service and T&M work will be subject to a four-hour minimum.
- Same day emergency request is subject to the after-hours rates.
- Service rates are subject to change without notice and applicable at the time of service.