

EXHIBIT
"A"

**AGREEMENT BETWEEN THE CITY OF ROUND ROCK
AND FIRETROL PROTECTION SYSTEMS, INC.
FOR PURCHASE OF FIRE SUPPRESSION SYSTEM
& FIRE ALARM SYSTEMS REPAIR, MAINTENANCE,
INSPECTIONS, AND INSTALLATION SERVICES**

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

This Agreement (“Agreement”) for the purchase of fire suppression system and fire alarm systems repair, maintenance, inspections, and installation services is made and entered into on this the _____ day of _____, 2024, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the “City,” and FIRETROL PROTECTION SYSTEMS, INC., whose offices are located at 4616 West Howard Lane, Suite 700, Austin, Texas 78728, 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 fire suppression system and fire alarm systems repair, maintenance, inspections, and installation services; and

WHEREAS, City has issued its “Request for Proposals” for the provision of said services; and

WHEREAS, City has determined the proposal submitted by Vendor provides the best value to the City; and

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

NOW, THEREFORE, 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 this binding legal contract between City and Vendor whereby City agrees to buy specified services and Vendor is obligated to sell same. The Agreement includes the following: (a) City’s Request for Proposal, designated Solicitation Number 24-

021REBID dated June 7, 2024 (“RFP”); (b) Vendor’s Proposal; 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 Proposal;
 - (3) City’s Request for Proposals, 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. **Services** mean the specified services, supplies, materials, commodities, or equipment.
- E. **Vendor** means Firetrol Protection Systems, Inc., or any successors or assigns.

2.0 EFFECTIVE DATE AND TERM

- A. This Agreement shall be effective 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
- 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

A. City selected Vendor to supply the Services as outlined in the RFP; any Addenda to RFP; and the Proposal 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 RFP and any Addenda to RFP and as offered by Vendor in its Proposal.

The Services which are the subject matter of this Agreement are described in Exhibit “A” which is 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 – Cost Proposal 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 – Cost Proposal" of Exhibit "A."

B. The City shall is authorized to pay the Vendor an amount not-to-exceed **\$1,000,000.00** for the term of this Agreement.

6.0 INVOICES

A. 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 Services provided; and
4. Delivery dates.

7.0 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

A. 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.

B. Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's proposal, 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 the Services 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 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 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 Services 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 RFP 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:

Eric Dady, Facilities Manager
General Services Department
212 Commerce Boulevard
Round Rock, TX 78664
(512) 218-5472
edady@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:

Firetrol Protection Systems, Inc.
Attn: Donnie Rogers
4616 West Howard Lane
Suite 700
Austin, TX 78728
drogers@firetrol.net

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.

[Signatures on the following page.]

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

Firetrol Protection Systems, Inc.

By: Donnie Rogus
Printed Name: Donnie Rogus
Title: District General Manager
Date Signed: 8/28/24

City of Round Rock, Texas

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

For City, Attest:

By: _____
Ann Franklin, 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

REQUEST FOR PROPOSAL (RFP)

**FIRE SUPPRESSION SYSTEM & FIRE ALARM
SYSTEMS REPAIR, MAINTENANCE, INSPECTIONS,
AND INSTALLATION**

SOLICITATION NUMBER 24-021REBID

June 7, 2024

EXHIBIT "A"

City of Round Rock
 Fire Suppression System & Fire Alarm Systems, Repair, Maintenance, Inspections, and Installation
 RFP No. 24-021REBID
 Commodity Code: 93609, 93633, 93634, 99042
 June 2024

**FIRE SUPPRESSION SYSTEM & FIRE ALARM SYSTEMS, REPAIR, MAINTENANCE, INSPECTIONS, AND
 INSTALLATION
 PART I
 GENERAL REQUIREMENTS**

- PURPOSE AND BACKGROUND:** The City intends to purchase products and services needed for fire suppression system repair, maintenance, inspections, parts, and installation for City of Round Rock buildings as well as Fire Alarm maintenance, repair, and inspections. The City of Round Rock owns and maintains over 50 buildings that will need servicing. **An anticipated total contract award will be made by the City in an amount not to exceed \$200,000 per year.**
- SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-4
Part II – Definitions, Standard Terms and Conditions, and Insurance Requirements	Page 5
Part III – Supplemental Terms and Conditions	Page(s) 6-7
Part IV – Scope of Work	Page(s) 8-10
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 11-13
Attachment A – Proposal Submittal Form	Separate Attachment
Attachment B – Reference Sheet	Separate Attachment
Attachment C – Cost Proposal Sheet	Separate Attachment
Attachment D- List of Locations	Separate Attachment

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

EVENT	DATE
Solicitation released	June 26 2024
Deadline for submission of questions	July 10, 2024 @ 5:00 PM, CST
City responses to questions or addendums	Approximately April 15, 2024 @ 5:00 PM, CST
Deadline for submission of responses	July 26,2024 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted through Bonfire in writing by 5:00 PM, CST on the due date noted above. A copy of all questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at:
<https://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. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary

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for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

5. **RESPONSE DUE DATE:** Appropriately submitted responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. The Offeror shall respond via the City's electronic bidding platform, Bonfire: <https://roundrocktexas.bonfirehub.com>
 - A. This request for proposal (RFP) does not commit the City to contract for any supply or service.
 - B. No paper or submittals outside of Bonfire will be accepted by the City.
 - C. Responses cannot be altered or amended after digital opening.
 - D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
 - F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
 - G. Late responses will not be considered.

6. **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

7. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an award decision has been confirmed. Communication between an Offeror 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 offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.

8. **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

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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.
 - 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.

EXHIBIT "A"

City of Round Rock

Fire Suppression System & Fire Alarm Systems, Repair, Maintenance, Inspections, and Installation

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**PART II
DEFINITIONS, STANDARD TERMS AND CONDITIONS,
AND INSURANCE REQUIREMENTS**

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

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**PART III
 SUPPLEMENTAL TERMS AND CONDITIONS**

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.

2. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in fire suppression system repair, maintenance, inspections, parts, and installation

3. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.
 - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
 - C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

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

5. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.
 Prices for materials will be on a cost-plus basis. The percentage (%) markup shall not be greater than XX%. Invoices for work performed shall require a copy of a supplies receipt to be included. Failure to provide the contracted cost-plus percentage (%) on an invoice may result in payment at cost.

6. **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 Fire Suppression System & Fire Alarm Systems, Repair, Maintenance, Inspections, and Installation 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.
 - C. Must be located within Central Texas

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7. **PRICE INCREASE:** Contract prices for fire suppression system repair, maintenance, inspections, parts, and installation 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>
- 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.
8. **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.
9. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.
10. **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.
11. **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.
12. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
- A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
- B. **The City's designated representative:** The City's designated representative shall be:
- Eric Dady**
Manager - Facility Maintenance • General Services
Phone: Manager - Facility Maintenance • General Services
E-mail: edady@roundrocktexas.gov
- Do not contact the individual listed above with questions or comments during the course of the solicitation.**

City of Round Rock

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13. INTERLOCAL PURCHASING AGREEMENTS:

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

**PART IV
 SCOPE OF WORK**

1. **PURPOSE:** The City intends to purchase products and services needed for fire suppression system repair, maintenance, inspections, parts, and installation for City of Round Rock buildings as well as Fire Alarm maintenance, repair, and inspections. The City of Round Rock owns and maintains over 50 buildings that will need servicing.
2. **SERVICE LOCATIONS:** Services shall be performed at the following location: See Attachment D- Fire Suppression Systems Requirements by Location. The City reserves the right to add or remove locations as equipment comes online or is decommissioned.
3. **WORK HOURS:** This City's Regular work hours are 7:00 AM to 5:00 PM. There are four buildings that will require 7AM testing. Please see these buildings marked on Attachment D- Building Locations.
4. **GENERAL CONTRACTOR RESPONSIBILITIES:** The contractor shall:
 - A. Perform all work in accordance with all current federal, state, and local codes. These include, but are not limited to the most current versions of the following:
 - i. National Fire Protection Association (NFPA)
 - ii. National Electric Code (NEC)
 - iii. Texas Insurance Code
 - iv. Texas Administrative Code (TAC)
 - B. Meet with facility management prior to conducting tests or inspections or repairs. They should be familiar with site equipment and should be prepared to discuss any risks associated with performing the work.
 - D. Perform regularly scheduled inspections for all City of Round Rock buildings each year throughout the term of the contract. Contractor must respond to scheduling inspections with the City within seven calendar days of being notified.
 - E. Verify that assigned service personnel have had training with a minimum of one year of "hands on" experience.
 - F. Notify the facility maintenance designee upon arrival to and at departure from a facility.
5. **REPAIR SERVICES:** The Contractor shall perform on-site fire suppression and fire alarm repairs upon request on an as needed basis.
 - A. Contractor staff shall review and assess the situation and prepare a time and materials quote for the required work for review by the work site project manager or their designee.
 - B. Contractor shall not begin work until the Contractor receives a Purchase Order from the City. For emergency repairs that occur outside normal business hours the City will give the vendor a notice to proceed before work can begin. The vendor must submit a formal quote/estimate to the City by close of business the next available business day.
 - C. **Emergency Service Calls-** "Emergency Services" are defined as requests made that are immediately necessary and may stop normal operations for the City. The Contractor shall-
 - i. Return the call of the City's POC and schedule the repair within one hour of the City's emergency call for repair service.
 - ii. Be on location at the site within two hours after notification by the City that an emergency has occurred.
 - D. **Non-Emergency Service Call-** "Non-Emergency Services" are defined as requests for repairs that, if the issue is not resolved in a reasonable amount of time, will stop normal operations. The Contractor shall-
 - i. Call the City POC to schedule a repair within four hours of City's call for repair services.
 - ii. Be on location at the site within 24 hours after notification by the City that non-emergency repair services are required.
 - E. **Service Technicians** shall:
 - i. Inform the City POC upon completion of the requested work. If work is not completed the technician must contact the City and inform them of when the technician will be on site to complete the task prior to leaving the site.
 - ii. Be fully qualified to work on the listed equipment.

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- iii. Ensure repair parts for repair jobs are onsite within three business days from the work approval date or PO date. . If there is a delay of any kind the Contractor would contact the City's point of contact (POC) and explain the delay; if appropriate the POC may alter the schedule.
- iv. If, during the term of this contract, a new service technician is hired by the contractor, the Contractor shall provide any applicable certifications and qualifications to the City, verifying that the employee is qualified to work on the City's equipment prior to them coming on site.

6. FIRE SUPPRESSION SYSTEMS SERVICE REQUIREMENTS: The Contractor shall-

- A. **MAINTENANCE:** Maintenance shall be performed on all systems to keep the system equipment operable. Maintenance shall be performed per the most current NFPA standards and manufacturers' specifications.
- B. **INSPECTIONS:** Contractor shall:
 - i. Annually inspect the following per the most current NFPA standards:
 - a) Sprinkler inspection must follow NFPA 25, the standard for the inspection, testing, and maintenance of water-based fire protection systems.
 - b) Hydrostatic inspection shall follow current NFPA standards. Standard inspection shall include increasing the PSI to 200+ for a maximum of two hours. Check the pipes for leaks in the system. Return system to normal PSI once test is complete.
 - c) Wet Risers inspection shall include a visual inspection and all other item in the schedule for NFPA 25.
 - d) Coordinated backflow inspection with Utilities and Environmental Services Department for City buildings. Contractor shall be permanently employed by an approved Fireline contractor per Texas Department of Insurance's State Fire Marshall's Office & Texas Administrative Code Title 30 Chapter 290 subchapter D. Back flow inspection will only occur on systems DIRECTLY connected to City fire suppression systems. All other backflow inspections not involving City buildings will be completed under a different Contract. All documentation must be submitted to Utilities Point of Contact: Eric Juarez (512) 341-3177 or ej Suarez@roundrocktexas.gov
 - e) Perform all other inspections required by the NFPA, State and Local agencies.
 - f) Inspect fire extinguishers annually. These inspections must follow NFPA 10 for portable fire extinguishers.
 - ii. Bi-annually perform Kitchen Hood inspections per NFPA Standards. The person performing the inspection is required to have a license from Texas Department of Insurance (TDI). The Contractor must follow NFPA 17A.
 - iii. Perform one 5-year hydrostatic test on standpipe systems during the term of the contract.
- C. Coordinate after any testing or repairs with the designated contact and return the system to service in a fully automatic operating mode in accordance with the manufacturer's instructions and applicable codes and standards within 48 hours.
- D. Provide one hardcopy and one digital copy of the test/inspection report documenting any testing, inspections performed, or as-built drawings to the work site Project Manager or their designee within 48 hours of the completion of work.
- E. Contractor shall notify the facility management designee before leaving the site if a system or component of a system is "red-tagged."
- F. If equipment is red-tagged the Contractor will work proactively with the facility management designee to resolve the issue within 72 hours unless otherwise discussed and agreed upon. Yellow tagged items shall be corrected within 5 days of receiving yellow tag.
- G. Clean all debris resulting from work before leaving the area.
- H. **INSTALLATION:** For new construction the Contractor shall:
 - i. Install all components of a fire suppression system including but not limited to fire riser, fire piping (wet or dry), fire heads, Ansul system, fire panel, etc.
 - ii. Verify new installation complies with all state and local fire codes at time of installation.
 - iii. Schedule inspections with the Fire Marshal's office and make any changes per their inspection.

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- iv. Confirm with the City on preferred manufacturer for fire panel.

7. **FIRE ALARM SERVICE REQUIREMENTS:**

A. **MAINTENANCE:** The Contractors shall:

- i. Conduct regular functional tests of the entire system to ensure that all components are operational.
- ii. Test smoke detectors and heat detectors for proper sensitivity and response.
- iii. Test manual pull stations and alarm notification devices.
- iv. Verify the communication integrity of the system.
- v. Clean smoke detectors, heat detectors, and other sensing devices to ensure proper operation.
- vi. Remove dust and debris from control panels and other system components.

B. **INSPECTIONS:** The Contractors shall:

- i. Fire alarm inspection must follow NFPA 72, the national fire alarm and signaling code.
- ii. Check control panel: Verify that the control panel is operational and has no fault indicators.
- iii. Test smoke detectors: Ensure proper sensitivity and functionality of all smoke detectors.
- iv. Test heat detectors: Verify the responsiveness of heat detectors to elevated temperatures.
- v. Test manual pull stations: Confirm that manual pull stations activate the alarm system.
- vi. Inspect audible and visual alarms: Test sirens, horns, strobes, and other alert devices.
- vii. Notify the City POC of any repairs needed within 48 hours of the inspection.
- viii. Verify communication with monitoring station: Ensure proper transmission of alarms to the monitoring center.

C. **INSTALLATION:** The Contractor shall:

- i. Install fire alarm system complying with current life safety codes.
- ii. Include smoke detectors in HVAC units if requested.
- iii. Provide a zone list.
- iv. Confirm with CoRR on preferred manufacturer for fire panel.
- v. Ensure all inspections are coordinated through Fire Marshal office.

8. **DOCUMENT REQUIREMENTS:**

- A. **Work Orders:** All work orders shall be detailed and include the description of services provided and summaries of estimated costs. See Attachment E- Work Order Sample. All work orders shall be provided to the City prior to invoicing.
- B. **Invoices:** Invoices shall be received within five days of acceptance of completed work. Invoices shall include the hours for service, a detailed description of work, and a list of parts describing markup. All invoices shall include the identification/serial number of the unit serviced. See Attachment F- Sample Invoice.

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

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

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**PART V
 PROPOSAL PREPARATION INSTRUCTIONS
 AND EVALUATION FACTORS**

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
2. **PROPOSAL RESPONSE:** Responses shall be clear and concise while appropriately responding to the evaluation criteria listed below in Section 3. 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>

Proposal Submittal Instructions: The Respondent shall include all of the following documents in their response-

- ❖ Attachment A- Submittal Form
- ❖ Attachment B- Reference Sheet
- ❖ Attachment C- Cost Proposal Sheet
- ❖ Acknowledged Addenda (if applicable)
- ❖ Segment requirements listed below.
- ❖ A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities.
- ❖ List of Exceptions (if any)- Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.

3. EVALUATION CRITERIA:

A. Segment 1 – Respondent's Solution, Approach, & Timeline

- i. **System Concept and Solution:** Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
- ii. **Program Approach and Timeline:** Describe your plan for accomplishing the required work and the estimated timeline for a project. Specifically indicate:
 - 1) A description of your work program by tasks. Detail the steps you will take in proceeding from Task 1 to the final tasks. How you perform your maintenance and inspections for both fire suppression systems and fire alarm systems.
 - 2) The technical factors that will be considered in the section above and the depth to which each will be treated.
 - 3) How you manage emergency calls.
 - 4) The points at which written, deliverable reports will be provided.
 - 5) Customer Service Plan

B. Segment 2 – Company Information and Experience

- i. **Company Information-** which gives a summation of the proposal in brief, concise terms. Include the following-
 - a) **Business Organization:** State your organization's full name and address and identify the parent company if you are a subsidiary. Specify the branch office or other subordinate element that will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which it was incorporated or licensed to operate.
 - b) **Project Management Structure:** Provide a general explanation and chart specifying project leadership and reporting responsibilities and interface the team with City project management and personnel. If the use of subcontractors is proposed, identify their placement in the primary management structure and provide an internal management description for each subcontractor

EXHIBIT "A"

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- ii. **Prior Experience:** State the number of years the Respondent company has been providing the services requested in the solicitation. Describe only relevant municipal, governmental, corporate, and individual experience for the company and personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.
 - iii. Contractors' past performance with the City may be evaluated.
 - A. **Personnel:** Include names, qualifications, and resumes of all personnel who will be assigned to the account. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title.
 - C. **Segment 3 – Cost Proposal:** Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated.
 - i. **Manpower.** Itemize to show the following for each category of personnel with separate hourly rate.
 - 1) Estimated hours for each category of personnel.
 - 2) Rate applied for each category of personnel
 - ii. Total (not to exceed) Cost
4. **EVALUATION SCORING:** The intent of the City is to award to one Respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which proposal best meets the requirements and provides the best overall value to the City.

A. Evaluation Criteria:	Weights:
• Respondent's Solution, Approach, & Timeline (Segment 1)	30 pts
• Company Work Experience and Personnel (Segment 2)	40 pts
• <u>Cost Proposal (Segment 3)</u>	<u>30 pts</u>
Maximum Weight:	100 pts

- B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided demonstrations. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
- C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.
- D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
- E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
- F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
- G. The City may develop a "short list" of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

5. **AGREEMENT NEGOTIATIONS AND AWARD PROCESS:**

- A. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party. Any unsolicited

City of Round Rock

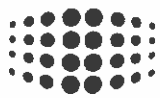
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- communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Offeror from consideration of award.
- B. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
 - C. If negotiations are successful, the City and Respondent may enter into an agreement. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent.
 - D. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
 - E. An independent signed authorized Contract will be sent to the successful Respondent(s). Execution of a City of Round Rock contract is required prior to starting work and processing any payments to the Contractor.
6. **POST AWARD MEETING:** The City and the Respondent may schedule 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 the Agreement.
 - C. Identify specific milestones, goals, and strategies to meet objectives.



FIRETROL

Protection Systems

Segment 1 – Respondent’s Solution, Approach, & Timeline

Firetrol’s mission is to develop the most cost effective and comprehensive solution to your life safety systems and service needs. Firetrol Protection, Inc. has over 35 years’ experience and will utilize our office located in Austin, TX to service your needs with other offices in Dallas, Houston and San Antonio that can provide additional support if necessary. Firetrol stands ready to provide world-class service and support. We offer to work closely with your personnel to insure your systems and service needs are met well into the future and will be done in accordance to NFPA, NEC, Texas Insurance Codes, Texas Administrative Codes as well as any State, City or local Authority Having Jurisdiction recommendations. Our customers have relied on Firetrol personnel and technology to protect countless lives and property.

Capabilities and Emergency Response

Our capabilities include design, engineering, integration, installation, project management, programming, testing, commissioning, training, warranty support and post warranty service. Firetrol is a 24/7 emergency service response organization. Firetrol will provide emergency response services to The City of Round Rock facilities seven days per week, and 24 hours per day. 512-687-0115 is the emergency telephone number to reach the on-call technicians after hours. Firetrol has a typical 2 hour response time for all service calls within a 60 mile radius of Firetrol's office. A 3 hour response time may be needed for facilities located in excess of the 60 mile radius and has the supervision, manpower and ability to procure all necessary materials to restore the fire protection systems to an operating state.

Firetrol’s capabilities include service support for annual inspections, testing and maintenance of all brands of fire alarm, fire sprinkler, fire pumps, fire pump controllers, gaseous suppression systems, gas detection systems and fire monitoring systems. All extinguishers are documented by age, serial number, location & date of 6 year and hydro test.

Technology, Resources and Quality Assurance

Firetrol utilizes ServiceTrade Service Management Software to keep track of inspections, testing and maintenance for all customers. ServiceTrade is a service based software used to quote, book, schedule, dispatch and track all service work and inspections. It allows all information to be stored and accessible from any location with a simple login. ServiceTrade will also give access to The City of Round Rock via the customer portal, this will allow City professionals to submit service requests, track currently scheduled work, and give them the ability to revisit all information (including technician notes and pictures) on service work that was performed in the past. Each of our field technicians has a tablet with the technician app for Service Trade. This app allows them to see the work assigned to them, see notes provided, and add their notes about the work performed. The app also allows the technician to add photographs of the work they have done. We are requiring our technicians to take a before and after photo of all work done so that we can QC the work as well as give The City visual proof of the work. While onsite, if our technician’s spot an additional defect that they think should be looked at, they can take a picture and tag it as a deficiency to be reviewed.

4616 W Howard Ln, Suite 700 Austin, TX 78728 call (512) 687-0115 fax (512) 687-0120

www.firetrol.net

FIRE PROTECTION AND LIFE SAFETY SPECIALISTS

Technician Capability/Compliance Documentation

Our licensed and trained technicians have extensive expertise in fire alarm systems, water sprinkler systems and gaseous suppression systems. Our technicians have many years' experience in the use of state-of-the-art test equipment to ensure high quality results and are trained to perform related repairs in addition to inspections and respond to emergency maintenance requirements. This approach alleviates the need to rely on subcontracted labor which is frequently less skilled and often unfamiliar with Life Safety Codes. Firetrol will notify the designated plant contact before proceeding with any testing, inspections, or repairs. Firetrol will verify operation of the fire, smoke, heat, gas detection and alarm systems including all detection devices, monitor modules, interface relays, tamper switches, pressure switches, warning lights, manual pulls, control panels and associated equipment in compliance with all applicable codes and standards. Firetrol will verify by testing that all components and systems are functioning as intended by utilizing its design and troubleshooting all problems, repair and/or replace defective equipment included in the fire systems design if prior approval is given by The City. After any testing or repairs are complete, Firetrol will coordinate with the designated plant contact and return the system to service in a fully automatic operating mode in accordance with the manufacturer's instructions and applicable codes and standards. At the completion of all work, Firetrol will furnish electronic inspection, test and maintenance reports using appropriate NFPA forms or pre-approved equivalents after completion of any inspection. The report shall fully describe and document the work performed and be in electronic format. Firetrol will also submit a Field Work Order Report at the conclusion of all work (scheduled and unscheduled) before leaving the plant. The report will show in detail the hours worked by each Firetrol employee, the description of work performed, the material used and a resolution if so dictated. The report shall identify and document any issues needing further immediate attention and consequences if left uncompleted. All of these reports will also be available on line via ServiceTrade Service Management Software link.

Technical Assistance/Parts Sourcing

Firetrol will provide technical assistance and fire protection system planning, via telephone, email, written documents or in person as required, to assist The City in all areas of providing the appropriate equipment for each specific project or task. This assistance and planning will be accordance with City requests, City insurance carrier requirements, and any other Federal, State or Local Regulations.

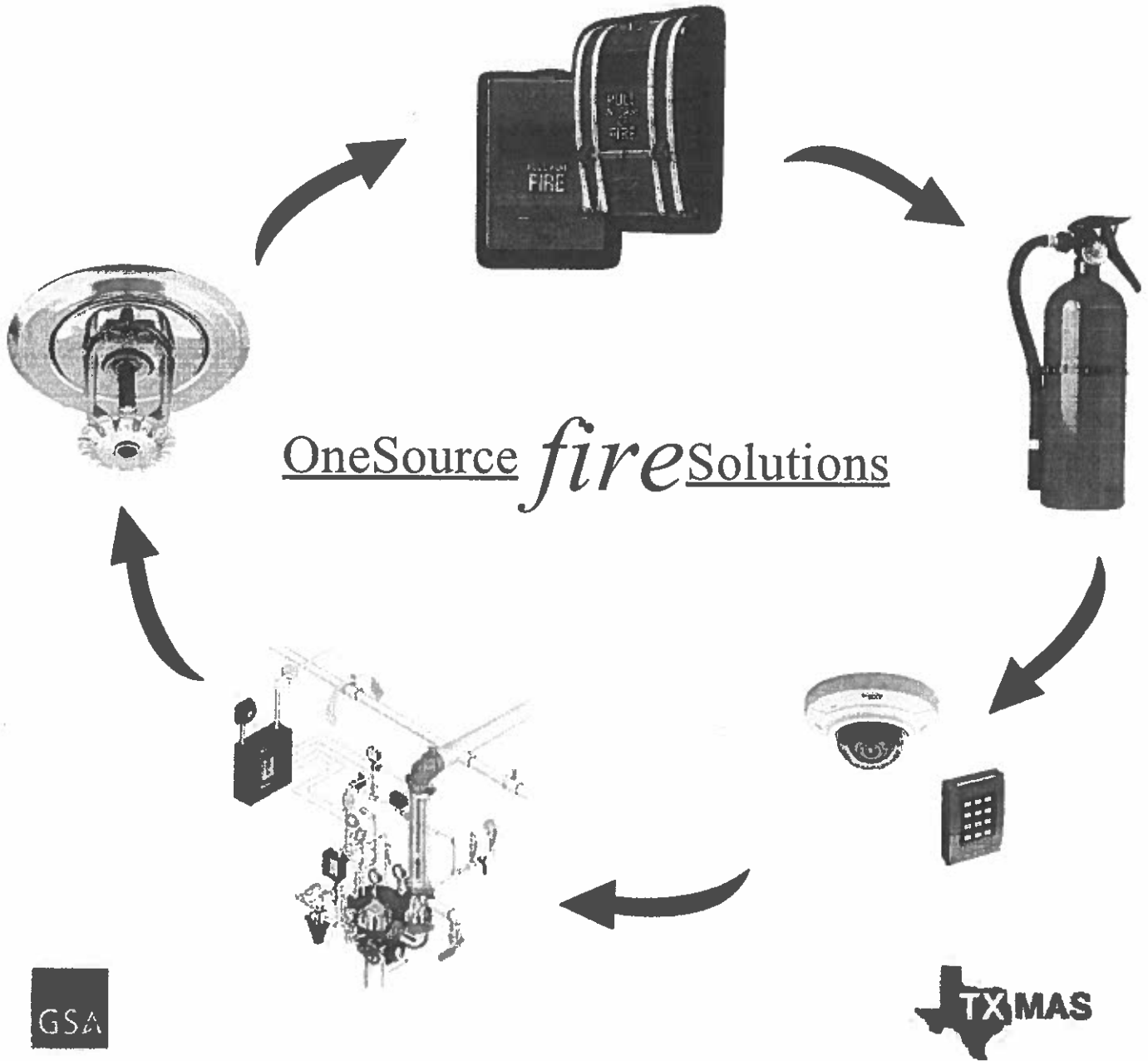
Firetrol has numerous distributorships for the multitude of materials needed to support the installed fire protection systems. Most parts needed are readily available and can typically be provided the same day. If not in stock, the material can be ordered directly from the manufacturer and in most cases be shipped overnight. For specialty items (explosion proof, dust proof, weatherproof etc...) it may take up to 8 weeks due to those items having to be manufactured. Firetrol will provide tracking numbers for all specialty materials needed.

Our wish is to build a long-term relationship, providing you with the certainty that the Life Safety Equipment and Systems in your facilities are functioning at their optimum level with minimal investment.



FIRETROL Protection Systems

SEGMENT 2 Company Information and Experience



CONTRACT HOLDER
GSA # GS-06F-0063S



CONTRACT HOLDER
TXMAS-6-03FAC020



FIRETROL

Protection Systems

Company Information:

Thank you for allowing us the opportunity to introduce Firetrol Protection Systems and the benefits that our One Source Solution brings to your organization. Firetrol Protection Systems has been providing quality design, consulting, installation, maintenance and inspection services since 1984 and has built our business on a foundation of customer service, quality workmanship and value.

Ownership Information:

Firetrol Protection Systems was established February 2, 1984 and is a wholly owned subsidiary of Firetrol Holding Inc. (Firetrol Holding). Firetrol Holding is a wholly owned subsidiary of Consolidated Fire Protection, LLC ("CFP LLC" or "Parent"). CFP LLC is a wholly owned subsidiary of MX Holdings US, Inc. ("MXH").

Firetrol currently has 18 locations throughout the United States with over 800 employees strong. Each of these offices features a unique capability as a "One Source Fire Solution" provider in their respective geographic areas.

Company Locations / Offices:

Austin, Texas - 47

4616 W. Howard Ln., Bldg. 7 Ste. 700
Austin, Texas 78728
512-687-0115

San Antonio, Texas - 49

105 Windy Meadows Dr., Bldg. 1
Schertz, Texas 78514
210-270-8400

Dallas, Texas - 40

10320 Markison Road
Dallas, Texas 75238
214-343-9200

Houston, Texas - 45

400 Garden Oaks Blvd
Houston, Texas 77018
713-343-1600

Beaumont, Texas

2160 Stillwater Dr.
Beaumont, Texas 77705
409-727-7732

La Porte, Texas - 44

2323 Underwood Road
La Porte, Texas 77571
281-715-2375

Lubbock, Texas - 42

8401 Avenue F
Lubbock, Texas 79404
806-771-3500

Tyler, Texas - 41

2134 Anthony Drive, Ste. C
Tyler, Texas 75701
903-526-0000

Corpus Christi, Texas - 46

4410 Dillon Ln Ste. 38
Corpus Christi, Texas 78415
361-851-2632

Fort Worth, Texas - 43

3775 N. Beach St.
Fort Worth, Texas 76137
817-740-1801

Tulsa, Oklahoma - 61

8189 East 46th Street
Tulsa, Oklahoma 74145
918-624-1000

Oklahoma City, Oklahoma - 60

108 NW 132nd Street
Oklahoma City, Oklahoma 73114
405-752-2330

Phoenix, Arizona - 17

8240 S. Kyrene Rd., Ste. 109
Tempe, Arizona 85284
480-294-6970

Tucson, Arizona - 18

1870 W Prince Road Ste. 25
Tucson, Arizona 85705
520-888-0640

Salt Lake City, Utah - 35

3696 W 900 S., Ste. A
Salt Lake City, Utah 84104
801-485-6900

Sulphur, Louisiana

1392 Swisco Road
Sulphur, Louisiana 70665
337-625-3135

Nashville, Tennessee - 65

875 Seven Oaks Blvd., Ste. 410
Smyrna, Tennessee 37167
615-751-3131

Mobile, Alabama - 57

4480 Halls Mill Road, Ste. B
Mobile, Alabama 36693
251-661-4237



FIRETROL

Protection Systems

As a company, Firetrol is recognized as the industry leader boasting of such Strategic Partnerships throughout the nation with such manufacturers as:

- **Fire Alarm & Detection Systems**
EST, Notifier, Gamewell, FCI, Fike, Pyrochem, Bosch, Silent Knight, Fire-Lite
- **Specialty Suppression Systems**
Fike, Pyrochem, Ansul, Kidde, Chemetron, & RangeGuard Distributor
- **Security/Access Control/CCTV/Nurse Call/Patient Wandering Systems**
Genetec, Software House, Continental, Infinious, Identocard, Salient Video Management, Bosch, Napco, American Dynamics, Tektone, Ciscor

Bonding:

Overall bonding capacity is in excess of \$30M. Current bonding is approximately \$20M.

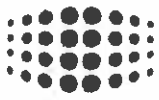
Firetrol-Austin as a Branch

Firetrol-Austin features a number of distinguishing competencies:

- 5 separate Inspection Crews that are fully licensed to test & inspect various fire life safety systems
- 24/7 Emergency service for Fire Alarm and Fire Sprinkler Systems
- Customized service and inspection Agreements
- Inventory stocked trucks and vans
- Inventory stocked warehouse in excess of \$350K of standard fire sprinkler and alarm equipment for timely service and repair
- Experienced Management
- Reliable, factory trained technicians
- Continuing education for employees
- Field Employees are all OSHA-10 Certified
- Field Employees undergo background checks and random drug screening

The Austin Firetrol Office has been selected as Strategic Partners for the following manufacturers:

- **Fire Alarm & Detection Systems**
EST, Fike, Bosch, Fire-Lite, Silent Knight and Notifier (in industrial applications)
- **Specialty Suppression Systems**
Fike
- **Security/Access Control/CCTV/Nurse Call/Patient Wandering Systems**
Genetec, Software House, Continental, Infinious, Identocard, Salient Video Management, Bosch, Napco, Tektone, Ciscor



FIRETROL

Protection Systems

Firetrol-Austin Relevant Experience and Qualifications

The Austin Firetrol Office is licensed by the State of Texas as a Registered Fire Alarm Company (ACR-1751168), Registered Fire Sprinkler Company (SCR-G-0292), Registered Fire Extinguisher Company (ECR-1751432) and Registered Security Integration Company (B13372). As such, the Austin Firetrol Office is a full service office which provides the following service options:

- ✓ Fire Alarm Detection Design, Installation and Service
- ✓ Fire Sprinkler Design, Installation and Service
- ✓ Fire Suppression and Special Hazards Design, Installation and Service
- ✓ Fire Extinguisher Sales, Maintenance and Inspection
- ✓ Fire Alarm, Sprinkler, Suppression, Extinguisher, Backflow, and Hydrant testing and certification
- ✓ Security, Access Control, CCTV, Nurse Call Design, Installation and Service

In order to provide the above services, the Austin Firetrol Office diligently trains and recruits the very finest technicians in the area. Currently, the Austin Firetrol Office staff possesses the following valid certification and licenses:

Fire Alarm & Detection Certifications

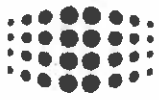
- ✓ 2 State Licensed APS Fire Alarm Designers
- ✓ 2 NICET IV Fire Alarm Systems certified staff
- ✓ 1 NICET III Fire Alarm Systems Certified Staff
- ✓ 1 NICET I Fire Alarm Systems Certified Staff
- ✓ 30 State Fire Alarm Licensed Technicians
- ✓ 11 Factory Certified EST Trained Technicians
- ✓ 1 Factory Trained EST Fireworks Programmer
- ✓ 6 Fike Certified Programmers
- ✓ 5 VESDA Certified Installers

Fire Sprinkler Certifications

- ✓ 2 RME-G State Licensed Sprinkler Designers
- ✓ 7 RME-I State Licensed Sprinkler Inspectors
- ✓ 2 FEL-A State Licensed Technicians
- ✓ 8 FEL-B State Licensed Technicians
- ✓ 2 FEL-K State Licensed Technicians
- ✓ 18 TCEQ Certified Backflow Inspectors
- ✓ 2 NICET III Inspection & Testing of Water Based Systems Certified Staff
- ✓ 1 NICET II Inspection & Testing of Water Based Systems Certified Staff

Security/Access Control/Video/Nurse Call Certifications

- ✓ 1 State Licensed Branch Manager
- ✓ 12 State Licensed Security Installers
- ✓ 10 State Licensed Access Control Technicians
- ✓ 3 Software House Certified Technicians
- ✓ 3 Continental Certified Technicians
- ✓ 2 Infinious Certified Technicians
- ✓ 8 Bosch Certified Technicians
- ✓ 3 Salient Video Management Certified Technicians
- ✓ 2 Tektone Nurse Call Certified Technicians



FIRETROL

Protection Systems

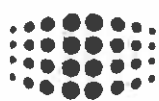
Firetrol-Austin Distinguished Customer List

- LCRA
- Samsung
- Texas Facilities Commission (TFC)
- 816 Congress
- 100 Congress
- Chase Bank Tower
- 300 W. 6th
- Austin Energy
- Elgin ISD
- Manor ISD
- Llano ISD
- *Contact references can be provided upon request*

Firetrol-Austin Delivered Projects

Over the past year, the Austin Firetrol Office has completed the following projects or provided services to the following customers:

- ✓ Texas Facilities Commission-responsible entity to conduct all fire sprinkler inspections of 40+ State buildings. Also completed retrofits and remodels of the following State of Texas facilities for fire alarm and/or sprinkler systems: Robert E. Johnson Building, DARS Building, Robert Moreton Building, HHSC Tower, HHSC 902 Complex, and the Texas School for the Deaf campus fiber optics upgrades.
- ✓ Domain Seven- installed the shell alarm and sprinkler systems as well as the tenant finishes in a high rise building at the Domain compound.
- ✓ Encino Trace- installed the shell alarm system and all tenant finishes in this newly constructed office building.
- ✓ Rollingwood Building- installed the shell alarm system and all tenant finishes in this newly constructed office building.
- ✓ UT DKR Royal Memorial Stadium upgrades-upgraded the sprinkler system for the basement improvements at the University of Texas football field.
- ✓ South University-installed the complete fire alarm and sprinkler systems in the newly constructed campus in Round Rock.
- ✓ Afghanistan Design Projects- designed 100% bid packages for the US government for the delivery and installation of access control, cctv, duress, mass notification, and scanning systems for 10 Afghan governmental compounds.
- ✓ Samsung Compound- total service provider for all inspections and services for the fire alarm, sprinkler, VESDA, and special hazard systems for the Samsung compound.
- ✓ LCRA- total service provider for all inspections and services for the fire alarm, sprinkler and special hazard systems.
- ✓ ERCOT- total service provider for all inspections and services for the fire alarm, sprinkler and special hazard systems.
- ✓ Lockhart ISD-currently installing access control systems in 4 separate schools directly for the School District.
- ✓ TxDOT Giddings Maintenance Facility-currently installing access control, cctv, intrusion and gate upgrades to the TxDOT facility in Giddings.
- ✓ Hays Energy Plant Retrofit/Upgrade- 1.6 million dollar upgrade/retrofit of all sprinkler piping and alarm systems for an actively operating power plant.



FIRETROL

Protection Systems

Leadership

Donnie Rogers, District General Manager, is responsible for the overall operations of the Austin Firetrol Office. Mr. Rogers possesses over a decade of management experience in the Life Safety and Security environment in the Austin area. Mr. Rogers has been with Firetrol Protection for four years, beginning as the Operations Manager over the Alarm and Detection Department and promoting to the District General Manager's role in July 2014. Prior to Firetrol Protection, Mr. Rogers served as Operations Manager for Design Systems Group, Inc. and MCS Fire and Security.

Mr. Rogers possesses a Bachelor's of Business Administration from Southwest Texas State University. He is a licensed Security Branch Manager by the State of Texas Department of Public Safety Private Security Division. Mr. Rogers is also a State of Texas licensed Access Control Technician and a State of Texas licensed Security Installer.

In addition to the above, Mr. Rogers has also managed at the very highest levels in several different industries supervising budgets of up to 13 million annually and 900 employees. Mr. Rogers has also served overseas in both Iraq and Afghanistan in the highest levels of administration.

Date of Hire: November 2012

Years in the industry: 17 years

Positions Held:

- District General Manager
- Operations Manager for Alarm and Detection
- Service Manager for Alarm and Detection

Professional Certifications:

- Licensed Security Branch Manager
- Licensed Access Control Technician
- Licensed Security Installer

William "Bill" Salonica is the Operations Manager for the Alarm & Detection Department for the Austin Firetrol Office. Mr. Salonica is responsible for supervising the Alarm & Detection Design Department, Installation Department and Service Department. Mr. Salonica began his career as an installation helper and has held ever increasing roles of responsibility throughout his 19 years in the industry. Mr. Salonica is also one of the original EST3 certified technicians in the Austin area achieving his factory certification in 2003. Mr. White has a long history working within most of the prominent facilities in Austin serving as Project Manager and Programmer for many installations, retrofits and renovations completed over the years by a former employer.

Date of Hire: March 2011

Years in the Industry: 19

Positions Held:

- Installation Helper
- Installation Lead Technician
- Service Technician
- Programmer
- Senior Project Manager
- Operations Manager



FIRETROL

Protection Systems

Mike Watts is the Operations Manager for the Sprinkler Department for the Austin Firetrol Office. Mr. Watts is responsible for supervising the Sprinkler Design Department, Installation Department, and Service Department. Mr. Watts has 23 years in the fire protection industry and has served at the very highest levels of management in the industry.

Date of Hire: July 2009

Years in the Industry: 23 years

Positions Held:

- Sprinkler Apprentice
- Sprinkler Fitter
- Sprinkler Foreman
- Area Foreman
- Operations Manager (Austin, Waco)

Certifications

- Licensed by the State of Texas as Responsible Managing Employee - General (RME-G)
- NICET Level III certification for Inspection & Testing of Water-Based Systems
- Licensed by the State of Texas as Fire Alarm Technician (FAL)
- Factory trained in Fire Pump Installation and Maintenance
- Factory trained in Marrioff Water Mist Systems

Aaron Holcombe is the Inspections Manager at Firetrol in Austin Tx. His duties include scheduling all inspections in advance so proper notification can be given to the building occupants as well as coordinating all of the inspectors. He has been in the Fire Protection business since 2004.

Positions Held:

- Sprinkler Apprentice
- Sprinkler Fitter
- Sprinkler Foreman
- Area Foreman
- Lead Inspector
- Inspections Operations Manager

Certifications

- Licensed by the State of Texas as Responsible Managing Employee – General Inspector (RME-I)
- NICET Level II certification for Inspection & Testing of Water-Based Systems
- State of Texas backflow license



FIRETROL

Protection Systems

Heather Tipton SUPPRESSION MANAGER is responsible for all aspects of the Suppression/Special Hazards business unit, including P&L, employee training, work scheduling and customer communications.. She has been in the Fire Protection business since 2020.

Positions Held:

- Suppression Manager
- Service Coordinator

Brandon Exner is one of eleven sales representatives in the Austin office. Brandon has been in the industry for the past 26 years and has a degree in Occupational Safety and Health. Brandon began his career as a Systems Inspector and systematically promoted through the ranks to a Service Sales Representative. Brandon has also spent time project managing large accounts such as Lower Colorado River Authority, CB Richard Ellis, Transwestern Properties and the Texas Facilities Commission to name a few. Brandon has a multifaceted skill set which includes include understanding scopes of work, communications with internal and external customers, customer service, and knowledge of federal and state (GSA and TXMAS) contracts. Brandon's extensive sales experience has given him the knowledge and background to offer competitive solutions tailored to each account and system type.

Date of Hire: November 2004

Years in the industry: 26 years

Positions Held:

- Certified Safety Tech / Industrial Hygiene
- UL Risk Assessment Inspector
- Fire Alarm Inspector
- Sprinkler Inspector
- Suppression Inspector
- Fire Alarm Technician
- Sprinkler Technician

Professional Certifications:

- AAS Occupational Safety & Health
- CST – OSHA Tech
- Fire Alarm License
- Fire Extinguisher License
- Notifier Factory Certified
- Simplex Factory Certified
- Bosch Factory Certified
- SH101
- Pro Inert Certified
- Construction Safety TWCC

Organizations/ Memberships

- NFPA
- SFPE

**EXHIBIT "A"
ATTACHMENT A
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): Firetrol Protection Systems, Inc.

SIGNATURE (INK/DIGITAL): 

NAME (TYPED/PRINTED): Brandon Exner

TITLE: SVC Sales **DATE:** 7/11/2024

STREET: 4616 W Howard Ln Bldg 7-700

CITY/STATE/ZIP: Austin TX 78728

TELEPHONE & FAX NO.: (512) 687-0115 / (512) 687-0120

E-MAIL ADDRESS: bexner@firetrol.net

FEDERAL TAX IDENTIFICATION NUMBER (FIN): 87-0405034

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/>

EXHIBIT "A"
Attachment C- Cost Proposal Sheet
Fire Suppression System Repair, Maintenance, Inspections, Parts, and Installation
RFP 24-021

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 RFP 24-021 Fire Suppression System Repair, Maintenance, Inspections, Parts, and Installation. 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: The City reserves the right to purchase more or less than the quantities indicated below

Section I. Fire Alarm Services

No.	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
1	Fire Alarm Inspections- Regular Hourly Labor Rate	80	each	\$100.00	\$8,000.00
2	Fire Alarm Inspections- Overtime Hourly Labor Rate (the overtime rate shall not exceed one and one half times the regular hourly rate)	10	each	\$150.00	\$1,500.00
3	Fire Alarm Inspections- Helper Regular Hourly Labor Rate	80	each	\$100.00	\$8,000.00
4	Fire Alarm Inspections- Helper Overtime Hourly Labor Rate (the overtime rate shall not exceed one and one half times the regular hourly rate)	10	each	\$150.00	\$1,500.00
5	Fire Alarm Suppression Maintenance Service- Regular Hourly Labor Rate	160	each	\$100.00	\$16,000.00
6	Fire Alarm Maintenance Service- Overtime Hourly Labor Rate (the overtime rate shall not exceed one and one half times the regular hourly rate)	20	each	\$150.00	\$3,000.00
7	Fire Alarm Maintenance Service- Helper Regular Hourly Labor Rate	160	each	\$100.00	\$16,000.00
8	Fire Alarm Maintenance Service- Helper Overtime Hourly Labor Rate (the overtime rate shall not exceed one and one half times the regular hourly rate)	20	each	\$150.00	\$3,000.00
9	Fire Alarm Installation Services	50	each	\$100.00	\$5,000.00

Section II. Fire Suppression Services

10	BSI Testing Fees	25	each	\$100.00	\$2,500.00
11	Fire Suppression Inspections- Regular Hourly Labor Rate	80	each	\$100.00	\$8,000.00
12	Fire Suppression Inspections- Overtime Hourly Labor Rate (the overtime rate shall not exceed one and one half times the regular hourly rate)	10	each	\$150.00	\$1,500.00
13	Fire Suppression Inspections- Helper Regular Hourly Labor Rate	80	each	\$100.00	\$8,000.00
14	Fire Suppression Inspections- Helper Overtime Hourly Labor Rate (the overtime rate shall not exceed one and one half times the regular hourly rate)	10	each	\$150.00	\$1,500.00
15	Fire Suppression Maintenance Service- Regular Hourly Labor Rate	160	each	\$100.00	\$16,000.00
16	Fire Suppression Maintenance Service- Overtime Hourly Labor Rate (the overtime rate shall not exceed one and one half times the regular hourly rate)	20	each	\$150.00	\$3,000.00
17	Fire Suppression Maintenance Service- Helper Regular Hourly Labor Rate	160	each	\$100.00	\$16,000.00
18	Fire Suppression Maintenance Service- Helper Overtime Hourly Labor Rate (the overtime rate shall not exceed one and one half times the regular hourly rate)	20	each	\$150.00	\$3,000.00
19	Fire Suppression Installation Services	50	each	\$100.00	\$5,000.00
20	Fire Suppression Inspections - Regular Hourly Labor Rate	80	each	100	\$0.00

Annual Total: \$126,500.00

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

21	Prices for Material shall be on a cost-plus basis. The Percentage (%) if any, of markup will be:		Percentage Markup	30%
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