

**EXHIBIT**

**"A"**

**CITY OF ROUND ROCK AGREEMENT  
FOR PURCHASE OF ADVANCED INSPECTIONS, ADVANCED CLEANING,  
AND REPAIR SERVICES OF FIREFIGHTER TURNOUT GEAR  
FOR STRUCTURAL FIRE FIGHTING WITH  
GEAR CLEANING SOLUTIONS, L.L.C.**

**THE STATE OF TEXAS**

§

**CITY OF ROUND ROCK**

§

**KNOW ALL BY THESE PRESENTS:**

§

**COUNTY OF WILLIAMSON**

§

§

That this Agreement for inspection, cleaning and repair services of firefighter turnout gear (referred to herein as the "Agreement") is made and entered into on this the \_\_\_\_ day of the month of \_\_\_\_\_, 2016, 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 Gear Cleaning Solutions, L.L.C., whose offices are located at 2221 Manana Drive, Suite 190, Dallas, Texas 75220 (referred to herein as the "Services Provider"). 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 have Services Provider provide firefighting turnout gear inspection, cleaning and repair services; and

**WHEREAS**, City has issued an "Invitation for Bid" for provision of said services, and City has determined that the Service Provider is the bidder who provides goods and services at 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, WITNESSETH:**

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

**1.01 DEFINITIONS**

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified services and Services Provider is obligated to sell

same. The Agreement includes the following: (a) City's solicitation designated Invitation for Bid ("IFB") #16-017; (b) Services Provider's Response to same; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Services Provider's Response to IFB;
- (3) City's IFB, exhibits, and attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **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.

D. **Services** mean the service identified in the IFB, and any and all materials, equipment and labor required to perform such service.

F. **Services Provider** means Gear Cleaning Solutions, L.L.C., or any successors, assigns, subsidiaries or affiliates.

## **2.01 EFFECTIVE DATE, DURATION, AND TERM**

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

B. The term of this Agreement shall be for forty-eight (48) months from the effective date hereof.

C. City reserves the right to review the Services Provider's performance 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" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

**4.01 SCOPE OF WORK**

All items set forth in Exhibit “A” are awarded to Services Provider. Services Provider shall satisfactorily provide all deliverables and services described in Exhibit “A” within the contract term specified. A change in the Scope of Services and any additional fees related thereto must be negotiated and agreed in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein

**5.01 COSTS**

City shall pay Services Provider for items awarded the amounts set forth on pages eleven (11) to fourteen (14) of Exhibit “A” for the term of this Agreement.

**6.01 INVOICES**

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

- A. Name and address of Services Provider;
- B. Purchase Order Number;
- C. Description and quantity of items received; and
- D. Delivery dates.

**7.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING**

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City of Round Rock’s bid, with the consent and agreement of the successful Services Provider(s) and Round Rock. Such agreement shall be conclusively inferred for the Services Provider from lack of exception to this clause in the Services Provider’s response. However, all parties hereby expressly agree that the City of Round Rock is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Round Rock is not obligated or liable for any action or debts that may arise out of such independently-negotiated “piggyback” procurements.

**8.01 NON-APPROPRIATION AND FISCAL FUNDING**

This Agreement is a commitment of City’s current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year

if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Services Provider a written notice of termination at the end of its then current fiscal year.

#### **9.01 PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Services Provider will be made within thirty (30) days of the date City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods or services, whichever is later. Services Provider may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Services Provider, a contractor, subcontractor, or supplier about the goods delivered or the service performed that causes the payment to be late; or
- B. There is a bona fide dispute between Services Provider and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- C. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- D. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

#### **10.01 GRATUITIES AND BRIBES**

City may, by written notice to Services Provider, cancel this Agreement without incurring any liability to Services Provider if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Services Provider or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Services Provider may be subject to penalties stated in Title 8 of the Texas Penal Code.

#### **11.01 TAXES**

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

**12.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS**

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

**13.01 INSURANCE**

Services Provider 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 CITY’S REPRESENTATIVE**

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

Angelo Luna, Administrative Manager  
City of Round Rock  
203 Commerce Boulevard  
Round Rock, Texas 78664  
512-218-6625

**15.01 RIGHT TO ASSURANCE**

Whenever either party to this Agreement, in good faith, has reason to question the other party’s intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

**16.01 DEFAULT**

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified goods and services elsewhere, Services Provider agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Services Provider shall be declared in default of this Agreement if it does any of the following:

- A. Fails to 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.

#### **17.01 TERMINATION AND SUSPENSION**

A. The 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 the Services Provider.

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

C. Services Provider has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, upon one hundred and twenty (120) days’ written notice to City or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City’s delivery of the referenced notice to Services Provider, Services Provider shall discontinue all Services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Services Provider shall submit a statement showing in detail the Services satisfactorily performed under this Agreement to the date of termination. City shall then pay Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for Services it would have performed under the remaining term of the Agreement except as provided herein.

#### **18.01 INDEMNIFICATION**

Services Provider shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney’s fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the negligent or willful acts or omissions of Services Provider, or Services Provider’s agents, employees or subcontractors, in the performance of Services Provider’s obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

## **19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES**

A. Services Provider, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. Services Provider acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Services Provider agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Services Provider agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Services Provider agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

## **20.01 ASSIGNMENT AND DELEGATION**

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

## **21.01 NOTICES**

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement;  
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

### **Notice to Services Provider:**

Gear Cleaning Solutions  
2221 Manana Drive, Suite 190  
Dallas, TX 75220

**Notice to City:**

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

AND TO:

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

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

**22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE**

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

**23.01 EXCLUSIVE AGREEMENT**

This document, and all appended documents, constitutes the entire Agreement between Services Provider and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

**24.01 DISPUTE RESOLUTION**

City and Services Provider hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

**25.01 SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined to be void.



## 26.01 MISCELLANEOUS PROVISIONS

**Standard of Care.** Services Provider represents that it employs trained, experienced and competent persons to perform all of the Services, responsibilities and duties specified herein and that such Services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

**Time is of the Essence.** Services Provider understands and agrees that time is of the essence and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Services Provider's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

**Force Majeure.** Neither City nor Services Provider shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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

[Signatures on the following page.]

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

**CITY OF ROUND ROCK, TEXAS**

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

**GEAR CLEANING SOLUTIONS, L.L.C.**

By: *Rick Johnson*  
Printed Name: Rick Johnson  
Title: President/Owner  
Date Signed: 6/12/2016

**ATTEST:**

\_\_\_\_\_  
Sara L. White, City Clerk

**FOR CITY, APPROVED AS TO FORM:**

\_\_\_\_\_  
Stephan L. Sheets, City Attorney





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

**INVITATION FOR BID**

**FOR**

**Firefighting Turnout Gear  
Inspection, Cleaning and Repair Services**

**SOLICITATION - IFB No. 16-017**

**APRIL 2016**

**EXHIBIT "A"**

**CITY OF ROUND ROCK**  
**INVITATION FOR BID**  
**Firefighting Turnout Gear**  
**Inspection, Cleaning, and Repair Services**

**PART I**  
**GENERAL**

**PURPOSE:** The City of Round Rock, herein after "the City" seeks bids for a multi-year contract from firms experienced to perform advanced inspections, advanced cleaning and repair services of firefighter turnout gear for structural firefighting in accordance with all requirements set forth by National Fire Protection Association (NFPA) 1851-2014 Edition and the Texas Commission on Fire Protection.

1. **BACKGROUND:** The City of Round Fire Department currently has a total of seven (7) fire stations located throughout the City of Round Rock with approximately three hundred (300) sets of existing firefighter turnout gear provided for the City's firefighters. As stated above, the City is seeking to enter into a contract for inspection, cleaning and repair services for all firefighter turnout gear. The City of Round Rock Fire Department will be adding three (3) additional operational fire stations within the next three to five (3-5) years, which will add approximately seventy-two (72) sets of turnout gear to the City of Round Rock Fire Department's existing firefighting turnout gear equipment.
2. **ATTACHMENTS:** Attachment A through C, are herein made part of this invitation for bid:
  - 2.1 **Attachment A:** Bid Sheet
  - 2.2 **Attachment B:** Reference Sheet
  - 2.3 **Attachment C:** Addendum Acknowledgment Form
3. **CLARIFICATION:** For questions or clarification of specifications, you may contact:

**Mike Schurwon, CPPB, CTPM**  
**Purchaser**  
**Purchasing Division**  
**City of Round Rock**  
**E-mail: [mschurwon@roundrocktexas.gov](mailto:mschurwon@roundrocktexas.gov)**

The individual listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

5. **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:
  - 5.1. Be firms, corporations, individuals or partnerships normally engaged in providing advanced inspections, cleaning, and repair services of firefighting turnout gear as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
  - 5.2. Provide all labor, supplies and materials required to satisfactorily perform the required inspection, cleaning, and repair services as specified herein and own or acquire at no cost to the City all equipment Respondent deems necessary for the required firefighting turnout gear inspection, cleaning, and repairs of all turnout gear. The City shall not be responsible for any

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Respondent's equipment or materials lost or damaged during the performance of the services specified herein;

- 5.3. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process.
6. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced providing advanced inspections, cleaning, and repair services of firefighting turnout gear.
7. **DAMAGE:** The Respondent shall be responsible for damage to the City's equipment and/or property, the workplace and its contents by its work, negligence in work, its personnel and equipment usage.
8. **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:
- 8.1. 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;
- 8.2. 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;
- 8.3. 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 Successful Respondents' obligations under this paragraph.
9. **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 and delivery charges for the required fire turnout gear inspection, cleaning, and repair services itemized on pages 15 through 16 of the IFB document. No separate line item charges shall be permitted for either response or invoice purposes.
- NOTE: Awarded Contractor shall provide shipping boxes/containers for shipment of all turnout gear for inspection, cleaning and repairs. Contractor is responsible for payment and arrangement of all shipping.**
10. **PRICE INCREASE:** Contract prices for in providing advanced inspections, cleaning, and repair services of firefighting turnout gear shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered at renewal time each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 25% of the contract price.
- 10.1. **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

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City of Round Rock  
Firefighting TurnOut Gear Inspection, Cleaning, and Repair Services  
IFB No. 16-017  
Class/Item: 936-32 / 936-33 / 938-78  
April 2016

allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi/>

**10.2. Procedure to Request Increase:**

10.2.1. Mail the written price increase request with the rate detail comparison and comprehensive calculation to the designated City Contract Specialist a minimum of 45 days prior to each renewal period. 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. Price increase requests shall be sent by mail to:

**City of Round Rock  
Purchasing Department  
Attn: Contract Specialist  
221 East Main Street  
Round Rock, TX 79664-5299**

10.2.2. 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, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

11. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:

11.1 The term of the agreement shall begin from date of award and shall remain in full force for forty-eight (48) months.

11.2 The City reserves the right to review the awarded respondents' performance anytime during the contract term.

11.3 If the awarded respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the respondent of the deficiencies and the respondent shall have thirty (30) days to correct such deficiencies. If the respondent fails to correct the deficiencies with the thirty (30) days, the City may terminate the agreement by giving the respondent written notice of termination and the reason for the termination.

12. **ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the required turnout gear inspection, cleaning, and repair services are not performed to the satisfaction of the City, the City shall notify the Contractor if Contractor is required to provide any additional inspection, cleaning, and repair services by the City at no additional cost to the City. The City designated representative shall determine if any firefighting turnout gear inspected, cleaned or repaired by the Contractor does not meet the City of Round Rock Fire Department specifications, or portions thereof. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere and the vendor may be charged liquidated damages.

**PART II**  
**SPECIFICATIONS**

**In this section you can include, modify or delete any of the following:**

1. **SCOPE:** The City of Round Rock requests bids for inspections, advanced cleaning and repair of turnout gear for structural firefighting in accordance with all requirements set forth by National Fire Protection Association (NFPA) 1851, Edition 2014, for the Selection, Care and Maintenance of Protective Ensembles Elements for Structural Fire Fighting, was prepared by the Technical Committee on Structural and Fire Fighting Protective Clothing and Equipment and released by the Technical Correlating Committee on Fire and Emergency Services Protective Clothing and Equipment. It was issued by the Standards Council on July 26, 2013, with an effective date of August 15, 2013, and supersedes all previous editions. The Texas Commission on Fire Protection, requires fire departments to be in compliance with the NFPA 1851, Edition 2014. In 2006, this department started purchasing a second set of turnout gear to ensure we have the means to send the firefighters' primary set of gear out for advance cleaning and inspection thus not overtaxing our budget. The second set of protective gear must meet the same standard as the firefighters' primary set of gear. We strive to ensure firefighter safety, and compliance with NFPA 1851. Contractor to provide an itemized work summary of all firefighting turnout gear inspection, cleaning, and repairs to the City's designated representative upon completion of services.

NOTE: Awarded Contractor must be Globe factory certified and trained to provide firefighting turnout gear cleaning, inspection, and repair services including warranty repairs.

2. **SERVICE REQUIREMENTS:** Contractor shall be responsible for picking up and delivering all turnout gear for inspection, cleaning, and repair services to multiple City of Round Rock Fire Stations.
3. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**

- 3.1. **Respondent'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.

- 3.2. **The City's designated representative:** Upon contract award, the City's designated representative shall be:

**Angelo Luna  
Administrative Manager  
Central Fire Station  
203 Commerce Boulevard  
Round Rock, Texas 78664**

4. **WORKFORCE:** Successful Respondent shall:
  - 4.1. Ensure Respondent's employees perform the services in a timely, professional and efficient manner;
  - 4.2. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee;
  - 4.3. 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.

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5. **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 required firefighting turnout gear inspection, cleaning, and repair services needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
6. **PERMITS:** The Successful Respondent shall obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the required firefighting turnout gear inspection, cleaning, and repair services as specified herein.

**PART III**

**SCHEDULE AND RESPONSE INSTRUCTIONS**

1. **SCHEDULE OF EVENTS:** It is the City's intention to comply with the following solicitation timeline:

EVENT	DATE
Solicitation released	April 13, 2016
Deadline for submission of questions	April 22, 2016 @ 5:00 PM, CST
City responses to questions or addendums	April 26, 2016 @ 5:00 PM, CST
Deadline for submission of responses	May 2, 2016 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on Friday, April 22, 2016, as noted above. A copy of all the 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 <http://www.roundrocktexas.gov/bids>

Questions shall be submitted to the City contact named herein. The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
3. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on May 2, 2016, as referenced above and noted in Part III, Section 1. Mail or hand deliver sealed responses to:

City of Round Rock - 1<sup>st</sup> Floor Receptionist Desk  
 Attn: Mike Schurwon, CPPB, CTPM  
 Purchaser  
 221 E. Main Street  
 Round Rock, Texas 78664-5299

- 3.1 Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".
- 3.2 Facsimile or electronically transmitted responses are not acceptable.
- 3.3 Responses cannot be altered or amended after opening.
- 3.4 No response can be withdrawn after opening without written approval from the City for an acceptable reason.

**EXHIBIT "A"**



- 3.5 The City will not be bound by any oral statement or offer made contrary to the written specifications.
  - 3.6 Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.
5. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:
  - 5.1 Purchase price;
  - 5.2 Reputation of Respondent and of Respondent's goods and services;
  - 5.3 Quality of the Respondent's goods and services;
  - 5.4 The extent to which the goods and services meet the City's needs;
  - 5.5 Respondent's past performance with the City;
  - 5.6 The total long-term cost to the City to acquire the Respondent's goods or services;
  - 5.7 Any relevant criteria specifically listed in the solicitation.

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information to clarify.
6. **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. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.roundrocktexas.gov/bids>
7. **POST AWARD MEETING:** The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
  - 7.1 The method to provide a smooth and orderly transition of services performed from the current contractor;
  - 7.2 Provide City contact(s) information for implementation of agreement.
  - 7.3 Identify specific milestones, goals and strategies to meet objectives.
8. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.
9. **INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK):** Other governmental entities may be extended the opportunity to purchase off of the City's agreements, with the consent and agreement of the awarded Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Respondent's submittal. However, all parties indicate their understanding and hereby expressly agree that the City is not an agent of, partner to, or representative

## EXHIBIT "A"

City of Round Rock  
Firefighting TurnOut Gear Inspection, Cleaning, and Repair Services  
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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.

**PART IV**  
**RESPONSE REQUIREMENTS**

The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

Respondents shall submit one (1) evident signed "Original" and one (1) copy of the response requirements including any required attachments. The samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

**For your bid to be responsive, all required items identified below shall be submitted with your proposal.**

**Attachment A:** Responses shall be submitted on itemized, signed Bid Sheet provided herein. Failure to itemize or sign solicitation may result in disqualification. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.

**Attachment B:** Provide the name, address, telephone number and **E-MAIL** of at least three (3) Municipal, Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

**Attachment C:** Provide signed copy of the Addendum Acknowledgement Form or a signed copy of each issued addendum with bid upon submission.

**Additional Information Requested:**

**Contract Information:** Respondent shall provide information of any current established contract with a local City, County, Municipality, Cooperative Agreement, Comptroller of Public Accounts (CPA) Texas Smart Buy Contract, Texas Multiple Award Schedule (TXMAS), General Services Administration (GSA), Inter-local Agreement, or any other contractual resource.

**The following items shall be made available upon request by the City prior to award and the approval of any contract:**

Proof of insurance for General Liability, Worker's Compensation and standard automobile liability coverage as set forth by the Insurance Requirements as identified on the City's website at: <http://www.roundrocktexas.gov/bids>

**EXHIBIT "A"**

**PART V**  
**CONFIDENTIALITY OF CONTENT**

1. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
  - 1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
  - 1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

**PART VI**  
**GENERAL TERMS AND CONDITIONS / INSURANCE REQUIREMENTS**  
(ITEMS BELOW APPLY TO AND BECOME A PART OF THE CONTRACT)

1. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth by the Insurance Requirements as identified on the City's website at: <http://www.roundrocktexas.gov/bids>
2. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, 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. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes. The City's Definitions, Terms and Conditions can be obtained from the City's website <http://www.roundrocktexas.gov/bids>
3. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
  - 3.1 There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
  - 3.2 The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or

**EXHIBIT "A"**

City of Round Rock  
Firefighting TurnOut Gear Inspection, Cleaning, and Repair Services  
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- 3.3 The is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
- 3.4 The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

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City of Round Rock  
 Firefighting TurnOut Gear Inspection, Cleaning, and Repair Services  
 IFB No. 16-017  
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 April 2016

**ATTACHMENT A: BID FORM**

<b>SOLICITATION INFORMATION</b>	Solicitation Number:	<b>#16-017</b>	<b>RESPONDENT INFORMATION</b>	Tax ID Number:	<b>26-0245090</b>
	Solicitation Name:	<b>Firefighting Turnout Gear Inspection, Cleaning, and Repair Services</b>		Business Name:	<b>Gear Cleaning Solutions</b>
	Opening Date:	<b>May 2, 2016</b>		Address:	<b>2221 Manana Drive 190</b>
	Opening Time:	<b>On or Before 3:00 p.m. CST</b>		Address:	<b>Dallas Texas 75220</b>
	Opening Location:	<b>City of Round Rock City Hall 221 E. Main Street Round Rock, TX 78664</b>		Contact:	<b>Rick Johnson</b>
				Telephone:	<b>214-774-2213</b>
		E-mail:	<b>Rick@GearCleaningSolutions.com</b>		
		Website:	<b>www.GearCleaningSolutions.com</b>		

<b>HOW DID YOU HEAR ABOUT THIS SOLICITATION?</b>	<input type="checkbox"/> Newspaper	<input type="checkbox"/> City's Website	<input checked="" type="checkbox"/> E-mail Announcement	<input type="checkbox"/> ESBID	<input type="checkbox"/> Other

<b>IS IT TIME RESPONDING TO THE CITY?</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<b>ARE YOU REGISTERED WITH VENDOR CENTRAL?</b>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Register at:
						<a href="http://www.roundrocktexas.gov/departments/purchasing/vendor-central/">www.roundrocktexas.gov/departments/purchasing/vendor-central/</a>

**Bidder(s) to quote pricing to provide Fire Turnout Gear Inspection, Cleaning, and Repairs Services as follows:**

Item #	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	Advanced Cleaning Coat	244	EA	24.00	5,856.00
2	Advanced Cleaning Pants	244	EA	24.00	5,856.00
3	Advanced Cleaning Helmet	136	EA	10.00	1,360.00
4	Advanced Cleaning Boots (rubber or leather)	166	EA	15.00	2,490.00
5	Advanced Cleaning Gloves	166	EA	0.00	NO CHARGE
6	Advanced Cleaning Hood	166	EA	0.00	NO CHARGE
7	Decontamination - Coat	10	EA	30.00	300.00
8	Decontamination - Pants	10	EA	30.00	300.00
9	Decontamination - Helmet	10	EA	15.00	150.00
10	Decontamination - Gloves	10	EA	0.00	NO CHARGE

City of Round Rock  
 Firefighting TurnOut Gear Inspection, Cleaning, and Repair Services  
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 April 2016

**ATTACHMENT A: BID FORM**

<b>SOLICITATION INFORMATION</b>	Solicitation Number:	<b>#16-017</b>	<b>RESPONDENT INFORMATION</b>	Tax ID Number:	<b>26-0245090</b>
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				Telephone:	<b>214-774-2213</b>
		E-mail:	<b>Rick@GearCleaningSolutions.com</b>		
		Website:	<b>www.GearCleaningSolutions.com</b>		

**HOW DID YOU HEAR ABOUT THIS SOLICITATION?**

Newspaper   
  City's Website   
  E-mail Announcement   
  ESBD   
  Other

**1st TIME RESPONDING TO THE CITY?**     Yes     No

**ARE YOU REGISTERED WITH VENDOR CENTRAL?**     Yes     No    Register at: [www.roundrocktexas.gov/departments/purchasing/vendor-central/](http://www.roundrocktexas.gov/departments/purchasing/vendor-central/)

**Bidder(s) to quote pricing to provide Fire Turnout Gear Inspection, Cleaning, and Repairs Services as follows:**

Item #	Description	Quantity	Unit of Measure	Unit Price	Extended Price
11	Decontamination - Boots	10	EA	25.00	250.00
12	Decontamination - Hood	10	EA	0.00	NO CHARGE
13	Biological Disinfection - Coat	10	EA	30.00	300.00
14	Biological Disinfection - Pants	10	EA	30.00	300.00
15	Advanced Inspection Outer Shell Coat	244	EA	6.00	1,464.00
16	Advanced Inspection Outer Shell Pants	244	EA	6.00	1,464.00
17	Advanced Inspection Moisture and Thermal Liner Coat	244	EA	6.00	1,464.00
18	Advanced Inspection Moisture and Thermal Liner Pants	244	EA	6.00	1,464.00
19	Coat Repairs Rivets (each)	25	EA	1.80	45.00
20	Coat Repairs Zipper	25	EA	54.00	1,350.00

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 Firefighting TurnOut Gear Inspection, Cleaning, and Repair Services  
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**ATTACHMENT A: BID FORM**

<b>SOLICITATION INFORMATION</b>	Solicitation Number: <b>#16-017</b>	<b>RESPONDENT INFORMATION</b>	Tax ID Number: <b>26-024090</b>
	Solicitation Name: <b>Fire Turnout Gear Inspection, Cleaning, and Repair Services</b>		Business Name: <b>Gear Cleaning Solutions</b>
	Opening Date: <b>May 2, 2016</b>		Address: <b>2221 Manana Dr 190</b>
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			Telephone: <b>214-774-2213</b>
	E-mail: <b>Rick@GearCleaningSolutions.com</b>		Website: <b>www.GearCleaningSolutions.com</b>

**HOW DID YOU HEAR ABOUT THIS SOLICITATION?**

Newspaper   
  City's Website   
  E-mail Announcement   
  ESBD   
  Other

**1st TIME RESPONDING TO THE CITY?**

Yes   
  No

**ARE YOU REGISTERED WITH VENDOR CENTRAL?**

Yes   
  No   
 Register at: [www.roundroocktexas.gov/departments/purchasing/vendor-central/](http://www.roundroocktexas.gov/departments/purchasing/vendor-central/)

**Bidder(s) to quote pricing to provide Fire Turnout Gear Inspection, Cleaning, and Repairs Services as follows:**

Item #	Description	Quantity	Unit of Measure	Unit Price	Extended Price
21	Moisture Seam Tape (per inch)	500	EA	1.20	600.00
22	Thermal Patch (per sq. inch)	1000	EA	0.36	360.00
23	Coat Repairs Pocket replacement	50	EA	30.00	1,500.00
24	Coat Repairs Collar Material	50	EA	82.80	4,140.00
25	Coat Repairs Wristlets (Each)	50	EA	29.40	1,470.00
26	Coat Repairs Hole Repairs	50	EA	3.60	180.00
27	Coat Repairs Hanging Hook	10	EA	7.80	78.00
28	Coat Letters Replace (per letter)	10	EA	6.00	60.00
29	Velcro Repairs (per inch)	1000	EA	0.75	750.00
30	Pants Repairs Rivets (each)	25	EA	1.80	45.00

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**ATTACHMENT A: BID FORM**

<b>SOLICITATION INFORMATION</b>	Solicitation Number:	<b>#16-017</b>	<b>RESPONDENT INFORMATION</b>	Tax ID Number:	26-0245090
	Solicitation Name:	<b>Fire Turnout Gear Inspection, Cleaning, and Repair Services</b>		Business Name:	Gear Cleaning Solutions
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	Opening Location:	<b>City of Round Rock City Hall 221 E. Main Street Round Rock, TX 78664</b>		Contact:	Rick Johnson
				Telephone:	214-774-2213
		E-mail:	Rick@GearCleaningSolutions.com		
		Website:	www.GearCleaningSolutions.com		

HOW DID YOU HEAR ABOUT THIS SOLICITATION?

Newspaper   
  City's Website   
  E-mail Announcement   
  ESBD   
  Other

1st TIME RESPONDING TO THE CITY?   
 Yes   
 No

ARE YOU REGISTERED WITH VENDOR CENTRAL?   
 Yes   
 No   
 Register at: [www.roundrocktexas.gov/departments/purchasing/vendor-central/](http://www.roundrocktexas.gov/departments/purchasing/vendor-central/)

Bidder(s) to quote pricing to provide Fire Turnout Gear Inspection, Cleaning, and Repairs Services as follows:

Item #	Description	Quantity	Unit of Measure	Unit Price	Extended Price
31	Pants Repairs Zipper (Crotch)	25	EA	10.00	250.00
32	Pants Repairs Zipper (Legs)	50	EA	10.00	500.00
33	Pants Repairs Leather (Knees)	12	EA	25.20	302.40
34	Pants Repairs Pockets	24	EA	57.00	1,368.00
35	Pants Repairs Snaps/Buttons	20	EA	3.60	72.00
36	Reflective Trim Coat or Pants (per inch)	500	EA	1.00	500.00
37	Pants Repairs Hole Repairs	50	EA	3.60	180.00
38	Advanced Inspection Helmet	166	EA	10.00	1,660.00
39	Advanced Inspection Boots (rubber or leather)	166	EA	10.00	1,660.00
40	Advanced Inspection Gloves	166	EA	0.00	NO CHARGE



City of Round Rock  
 Firefighting TurnOut Gear Inspection, Cleaning, and Repair Services  
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**ATTACHMENT A: BID FORM**


<b>SOLICITATION INFORMATION</b>	Solicitation Number: <b>#16-017</b>	<b>RESPONDENT INFORMATION</b>	Tax ID Number: <b>26-0245090</b>
	Solicitation Name: <b>Fire Turnout Gear Inspection, Cleaning, and Repair Services</b>		Business Name: <b>Gear Cleaning Solutions</b>
	Opening Date: <b>May 2, 2016</b>		Address: <b>2221 Manana Drive 190</b>
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			Telephone: <b>214-774-2213</b>
			E-mail: <b>Rick@GearCleaningSolutions.com</b>
			Website: <b>www.GearCleaningSolutions.com</b>

HOW DID YOU HEAR ABOUT THIS SOLICITATION?  
 Newspaper     City's Website     E-mail Announcement     ESBD     Other

1st TIME RESPONDING TO THE CITY?     Yes     No    ARE YOU REGISTERED WITH VENDOR CENTRAL?     Yes     No    Register at: [www.roundrocktexas.gov/departments/purchasing/vendor-central/](http://www.roundrocktexas.gov/departments/purchasing/vendor-central/)

Bidder(s) to quote pricing to provide Fire Turnout Gear Inspection, Cleaning, and Repairs Services as follows:

Item #	Description	Quantity	Unit of Measure	Unit Price	Extended Price
41	Advanced Inspection Hood	166	EA	0.00	NO CHARGE
42	Removal of existing name on back of jacket and install blank Velcro name patch on back of jacket as needed.	1	EA	25.00	25.00

<b>ACKNOWLEDGEMENTS</b>	<p>By the signature hereon affixed, the Respondent hereby certifies that neither the respondent nor the entity represented by the respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business. Further, by signing and submitting this response the Respondent acknowledges:</p> <ul style="list-style-type: none"> <li>• That they have read and fully understand the solicitation and accept all terms and conditions set forth herein.</li> <li>• The respondent is not currently delinquent in the payment of any debt owed to the City.</li> </ul> <p>Sealed response envelope shall be clearly marked with solicitation name, solicitation number and name of responding entity.</p> <p>The agreement or purchase order resulting from this solicitation may qualify for Inter-local or Cooperative Contracting (Piggybacking) per the terms outlined in Part III, #9 of this solicitation. If applicable, do you agree to "piggyback" purchasing from other governmental agencies?</p> <p><input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    Response shall include one (1) signed original and One (1) copy of response.</p> <p>Rick Johnson            Printed Name            Failure to sign response will disqualify response.</p> <p>            Authorized Signature</p> <p>4/13/2016            Date</p>
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City of Round Rock  
Firefighting TurnOut Gear Inspection, Cleaning, and Repair Services  
IFB No. 16-017  
Class/Item: 936-32 / 936-33 / 938-78  
April 2016

**ATTACHMENT B:  
RESPONDENT'S REFERENCE SHEET**

**PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE**

**SOLICITATION NUMBER:** 16-017  
**RESPONDENT'S NAME:** Gear Cleaning Solutions **DATE:** 4/13/2016

Provide the name, address, telephone number and e-mail of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

1. **Company's Name** Garland Fire Department  
**Name of Contact** Jeremy House  
**Title of Contact** Lieutenant  
**E-Mail Address** jhouse@ci.garland.tx.us  
**Present Address** \_\_\_\_\_  
**City, State, Zip Code** \_\_\_\_\_  
**Telephone Number** ( 972 ) 781-7137 **Fax Number:** ( )
  
2. **Company's Name** Plano Fire Department  
**Name of Contact** Holly Mischnick  
**Title of Contact** Support Services  
**E-Mail Address** hollym@plano.gov  
**Present Address** \_\_\_\_\_  
**City, State, Zip Code** \_\_\_\_\_  
**Telephone Number** ( 972 ) 941-3905 **Fax Number:** ( )
  
3. **Company's Name** Corpus Christi Fire Department  
**Name of Contact** Rick Trevino  
**Title of Contact** Assistant Chief  
**E-Mail Address** rtrevino@cctexas.com  
**Present Address** \_\_\_\_\_  
**City, State, Zip Code** \_\_\_\_\_  
**Telephone Number** ( 381 ) 826-3905 **Fax Number:** ( )

**FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.**

City of Round Rock  
Firefighting TurnOut Gear Inspection, Cleaning, and Repair Services  
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**ATTACHMENT C:  
ADDENDUM ACKNOWLEDGMENT FORM**

**NOTE:** If multiple addendums have been issued, respondents may complete and return this attachment with their proposal in place of the individual addendums to be submitted. Failure to provide either this form or the individual addendums with signatures may result in disqualification of the proposal.

**Addenda Acknowledgment:** The undersigned acknowledges the receipt of the following Addenda:

Addendum #: \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum #: \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum #: \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum #: \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum #: \_\_\_\_\_ Dated: \_\_\_\_\_

Respondent (Company): Gear Cleaning Solutions

Signature (in ink): 

Name (Typed/printed): Rick Johnson

Title: President/Owner Date: 4/13/2016



*Globe Manufacturing Company, LLC*

**TECHNICAL SERVICES DEPARTMENT**

**MEMORANDUM**

**TO:** Karen Johnson  
**DEPARTMENT:** Round Rock Fire Department  
**FROM:** Pat Freeman, Technical Services Mgr.  
**DATE:** February 11, 2016

This memorandum is to advise that Gear Cleaning Solutions L.L.C. out of Dallas, Texas is an Independent Service Provider, recognized by Globe for warranty work in the State of Texas. This is a unique arrangement between Globe and GCS to perform the limited warranty work that we allow to be done in the field, and GCS is the only ISP so approved by Globe...

GLOBE MANUFACTURING COMPANY is a 126-year old family owned and operated business engaged in the manufacture of turnout clothing for the fire and rescue industry. Recently we have introduced a line of light weight footwear as well. We take great pride in the design and construction of our garments/footwear and strive to continue to make the best product available on today's market. We do business as Globe Firefighter Suits, Cairns Protective Clothing, Globe EMS, LLC and Globe Foot Gear, servicing a variety of needs. In addition, we offer in house care & cleaning services and training.

In order to maintain our high quality standards, we normally do not allow any ISP to perform warranty work. However, we have been partners with GCS for many years and as such do allow them to perform some warranty repairs. By working together, we are able to ensure the high quality service that all of our customers expect and deserve.

37 Loudon Road, Pittsfield, NH 03263  
TEL: 800-232-8323 603-435-8323  
FAX: 800-442-6388 603-435-6388  
[www.globefiresuits.com](http://www.globefiresuits.com)

*Globe Firefighter Suits • Cairns Protective Clothing • Globe Lifeline • Globe CB Ready • Globe Foot Gear*

**EXHIBIT A**