

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PURCHASE OF FIRE ASSET MANAGEMENT SOFTWARE
WITH
EMS TECHNOLOGY SOLUTIONS, LLC**

THE STATE OF TEXAS

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§

CITY OF ROUND ROCK

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

THAT THIS AGREEMENT for the purchase of fire asset management software (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of _____, 2022 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and EMS TECHNOLOGY SOLUTIONS, LLC, whose offices are located at 3781 Tramore Pointe Parkway, Austell, Georgia 30106 (referred to herein as "Services Provider").

RECITALS:

WHEREAS, City desires to purchase fire asset management software; and

WHEREAS, City issued a Request for Proposal (RFP No. 22-006) in January 2022 for said goods and services; and

WHEREAS, based on the Services Provider's proposal submitted in response to RFP No. 22-006, City desires to award said goods and services to Services Provider as set forth herein; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City agrees to buy specified goods and services and Services Provider is obligated to provide said services. The Agreement includes the City's RFP No. 22-006 dated January 2022

and the Service Provider's Proposal and Best and Final Offer dated May 25, 2022, both documents attached as Exhibit "A" and incorporated herein by reference for all purposes.

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

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods** mean the specified supplies, materials, commodities, or equipment.

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

2.01 EFFECTIVE DATE AND TERM

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

B. The term of this Agreement shall be for sixty (60) months commencing on the effective date of the Agreement.

C. City reserves the right to review the relationship with Services Provider at any time and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods and services which are the subject of this Agreement are described in Exhibit "A." Exhibit "A," 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

Services Provider shall satisfactorily provide all good and services described under the attached Exhibit "A." Services Provider's undertakings shall be limited to providing the goods and performing services for the City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall perform its services in

accordance with this Agreement, in accordance with the appended exhibit, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 CONTRACT AMOUNT

A. In consideration for the goods and related services set forth in Exhibit "A," City agrees to pay Services Provider in the following manner as set forth in Exhibit "A," Attachment D – Cost Proposal:

1)	Implementation Fees + Year 1:	\$38,779.00
2)	Maintenance Fees Years 2-5:	\$73,056.00
3)	Phase 2 RFID for Warehouse Implementation Fee + Year 1 of RFID	\$24,950.00
4)	RFID Maintenance Fees Years 2-5:	\$7,200.00
5)	Phase 3 RFID for Trucks:	\$70,063.00

B. The total costs payable to Services Provider for the term of the Agreement shall not exceed **Two Hundred Fourteen Thousand Forty-Eight and No/100 Dollars (\$214,048.00)**.

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 or services provided; and
- D. Delivery or performance dates.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may affect such termination by giving Services Provider a written notice of termination at the end of its then current fiscal year.

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Services Provider will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the

day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. 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); however, this 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 cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between 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
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

9.01 GRATUITIES AND BRIBES

City may, by written notice to Services Provider, cancel this Agreement without 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.

10.01 TAXES

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

11.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

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

12.01 CITY'S REPRESENTATIVE

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

Charles Dittman
Assistant Fire Chief
203 Commerce Boulevard
Round Rock, Texas 78664
(512) 671-2776
cdittman@roundrocktexas.gov

13.01 INSURANCE

Services Provider shall meet all City of Round Rock Insurance Requirements as set forth at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

14.01 RIGHT TO ASSURANCE

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

15.01 DEFAULT

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified goods 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.

16.01 TERMINATION AND SUSPENSION

A. Either party 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 other party.

B. In the event of any default by either party, the non-defaulting party has the right to terminate this Agreement for cause, upon ten (10) days' written notice to the defaulting party.

C. The parties may also terminate the Agreement by mutual agreement evidenced in writing by and between the parties.

D. In the event City terminates pursuant to this section 16.0, 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 goods and/or 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.

17.01 WARRANTIES

Equipment sold by Services Provider carry only those warranties specified for them by their manufacturers. The duration of the warranty shall extend for the length of time set by the manufacturer. As to such equipment, there are no other expressed or implied warranties, including any warranty of merchantability or fitness of a particular purpose. If there is a breach or violation of any such warranties, Services Provider shall hold option to repair or replace the equipment. Services Provider shall not be liable for punitive, special, proximate, incidental, consequential, or exemplary damages including loss of profits. Notwithstanding this warranty, City shall be responsible for all regular service and maintenance of equipment. In no event will Services Provider be liable for any damages or nonconformity of equipment to the extent caused either directly or indirectly by City or its designated representative, employees, contractors, or agents.

18.01 INDEMNIFICATION

Services Provider shall defend, indemnify and hold harmless City, and its elected officials, directors, officers and employees, from any claims, losses, damages, penalties, judgments and liabilities, including all reasonable related costs and expenses, arising in connection with any action or claim that the services provided infringes or misappropriates any patent, copyright, trade secret or other intellectual property right.

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. 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 Services Provider verifies Services Provider does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has provision in the contract verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has provision in the contract verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

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:

EMS Technology Solutions, LLC
3781 Tramore Pointe Parkway
Austell, Georgia 30106

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

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

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

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: _____


Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

EMS Technology Solutions, LLC

By: 
Printed Name: EDWARD AUFDERHEIDE
Title: PRESIDENT/CEO
Date Signed: 8/12/2022



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

REQUEST FOR PROPOSAL (RFP)

**ASSET AND INVENTORY MANAGEMENT
SOFTWARE**

SOLICITATION NUMBER 22-006

JANUARY 2022

Exhibit "A"

City of Round Rock
Asset & Inventory Management Software
RFP No. 22-006
Class/Item: 208-55 / 209-56
January 2022

ASSET AND INVENTORY MANAGEMENT SOFTWARE PART I GENERAL REQUIREMENTS

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks proposals from firms experienced in providing inventory management software for municipal fire departments. The new system will need to have expansion capabilities to accommodate future municipal growth and is estimated to be implemented October 1, 2022. The Round Rock Fire Department (RRFD) currently has up to 185 individuals who will require access to the system. Of the 185 individuals, there will be up to 40 utilizing the new system at any given time.
2. **BACKGROUND:** The RRFD is a career fire department that has 160 uniformed personnel and 25 civilians. Operations are handled out of nine fire stations currently, a training center, and a logistics warehouse. The vehicle fleet consists of 11 frontline fire apparatuses, a reserve fleet of five apparatuses, and 30 administrative vehicles. The Department has five divisions: Suppression, Training, Prevention, Community Risk Reduction, and Administration which respond to structural, transportation, and wildland fires, Haz-Mat incidents, technical rescues, Emergency Medical Services (EMS) first response with Basic Life Support (BLS) and Advanced Life Support (ALS) providers. The Department also performs inspections for new and existing buildings, public education, and arson investigations. The RRFD provides service to the City of Round Rock as well as Williamson County Emergency Services District (ESD) #9, with a total population of 135,000. The RRFD answered 14,000 calls for service in 2020 with approximately 65% of the calls generating an EMS report and the other 35% generating only a Fire report.
3. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Page(s) 7-9
Part IV – Scope of Work	Page(s) 10-11
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 12-14
Attachment A – Proposal Submittal Form and Execution	Page 15
Attachment B – Reference Sheet	Page 16
Attachment C – Asset Management Software Checklist	Separate Attachment

4. **AUTHORIZED PURCHASING CONTACT(S):** For questions or clarification of specifications, you may contact:

Adam Gagnon
Purchaser
Purchasing Division
City of Round Rock
Phone: 512-218-5456
E-mail: agagnon@roundrocktexas.gov

Amanda Crowell
Purchaser
Purchasing Division
City of Round Rock
Phone: 512-218-5458
E-mail: acrowell@roundrocktexas.gov

The individual(s) listed above is/are the only authorized City contact(s) for this solicitation. The authorized purchasing contact(s) may be contacted by e-mail for clarification for this solicitation including specifications. No other City employee or representative may be contacted about this solicitation prior to contract approval. 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.

Exhibit "A"

City of Round Rock
Asset & Inventory Management Software
RFP No. 22-006
Class/Item: 208-55 / 209-56
January 2022

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

EVENT	DATE
Solicitation released	January 13, 2022
Deadline for submission of questions	January 25, 2022 @ 5:00 PM, CST
City responses to questions or addendums	Approx. January 28, 2022 @ 5:00 PM, CST
Deadline for submission of responses	February 15, 2022 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date 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:
<https://www.roundrocktexas.gov/city-businesses/solicitations/>

Questions shall be submitted in writing to the "Authorized Purchasing Contact". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:
<https://www.roundrocktexas.gov/city-businesses/solicitations/>

6. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
7. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 5 – Schedule of Events. Mail or hand deliver sealed responses to:

City of Round Rock
Attn: Adam Gagnon
Purchasing Division
221 E. Main Street
Round Rock, Texas 78664-5299

- A. Sealed responses shall be clearly marked on the outside of packaging with the RFP Solicitation title, number, due date and "DO NOT OPEN".
 - B. Facsimile or electronically transmitted responses are not acceptable.
 - C. Responses cannot be altered or amended after 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 proposal.
 - F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
 - G. Receipt of all addenda to this RFP must be acknowledged, signed, and included with the proposal response.
 - H. Late Proposal(s) will not be considered under any circumstances and will be returned unopened if a return address is provided.
8. **RESPONDENT 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.
- A. Respondent shall submit one (1) evident signed "Original" and one (1) identical electronic copy of the RFP response on a flash drive. An electronic signature on the "original" solicitation response is acceptable but any resulting contract shall be signed in ink. The submittal is required to include all addendums and requested attachments. The RFP response along with samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.

Exhibit "A"

City of Round Rock
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- B. This request for proposal (RFP) 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 of preparation to this RFP; all costs associated with responding to this RFP will be solely at the interested parties' expense. Not responding to this RFP does not preclude participation in any future RFP/RFQ/IFB.
- C. **For your RFP submittal to be considered responsive, the attachments identified below shall be submitted with your proposal.**
- ❑ **Addendums:** Addendums may be posted to this solicitation. Respondents are required to submit signed addendums with their sealed response. The Respondent shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> for any updates pertaining to the solicitation.
 - ❑ **Attachment A: PROPOSAL SUBMITTAL FORM AND EXECUTION:** Failure to complete, sign, and return the proposal submittal form and execution with your offer by the deadline will result in the disqualification of your proposal.
 - ❑ **Attachment B: REFERENCE SHEET:** Provide the name, address, telephone number and E-MAIL of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.
 - ❑ **Attachment C: Assessment Management Software Checklist:** Fill out and return the attached checklist to the City with your response.
9. **CONFIDENTIALITY OF CONTENT:** As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, 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.
- A. 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.
 - B. 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.
10. **SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Round Rock is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Round Rock.
11. **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

Exhibit "A"

City of Round Rock
Asset & Inventory Management Software
RFP No. 22-006
Class/Item: 208-55 / 209-56
January 2022

12. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of a bid, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Bidder to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the bids prior to the time a bid decision has been made. Communication between Bidder and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the bid. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the bid then in evaluation, or any future bid.

Exhibit "A"

City of Round Rock
Asset & Inventory Management Software
RFP No. 22-006
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January 2022

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/>
3. **PROFESSIONAL LIABILITY FOR SOFTWARE CONTRACTS:** The Contractor shall provide coverage, at a minimum limit of \$2,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission, or breach of security (including but not limited to any confidential or private information) arising out of the performance of professional services under this Agreement. The required coverage shall extend to technology licensed and/or purchased, including any software licensed or hardware purchased under this Contract.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.
4. **CYBER LIABILITY INSURANCE:** Coverage of not less than \$1,000,000 each claim and annual aggregate providing coverage for damages and claims expenses, including notification expenses, arising from:
 - A. Breach of network security,
 - B. Alteration, corruption, destruction, or deletion of information stored or processed on a computer system,
 - C. Invasion of privacy, including identity theft and unauthorized transmission or publication of personal information,
 - D. Unauthorized access and use of computer systems, including hackers.
 - E. The transmission of malicious code, and
 - F. Website content, including claims of libel, slander, trade libel, defamation, infringement of copyright, trademark and trade dress and invasion of privacy.

Exhibit "A"

City of Round Rock
Asset & Inventory Management Software
RFP No. 22-006
Class/Item: 208-55 / 209-56
January 2022

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. **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 asset management software as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. In order to confirm financial stability, the City may choose to review audited financial statements at any time throughout the RFP evaluation process. Upon request, the Respondent shall provide two years audited financial statements, including any notes or supplemental schedules within 2 business days of the original request.
 - C. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.
 - D. 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.
 - E. The Respondent shall include in their proposal a list of all financial or business-related ties to any and all software companies that may respond to the solicitation.
3. **SUBCONTRACTORS:** Respondent shall not subcontract, broker, or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in providing fire department asset management software.
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 project 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.
6. **PRICE INCREASE:** Contract prices for asset management software 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 5% for any single line item unless otherwise approved by the City.

Exhibit "A"

City of Round Rock
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- 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. Mail the written price increase request with the rate detail comparison and 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. Price increase requests shall be sent by mail to:

**City of Round Rock
Purchasing Department
Attn: Contract Specialist
221 E Main Street
Round Rock, TX 79664-5299**
 - ii. Upon receipt of the request, the City reserves the right to accept the escalation and make changes 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.
7. **GO-LIVE ACCEPTANCE/INSPECTION:** The Contractor shall have a fully operational Go-Live environment for the City's personnel to review and test no later than 30 days before the expected Go-Live date. Acceptance/Inspection of the Go-Live environment should not take more than five (5) working days. The City is not interested in untested, non-released versions of the Respondent's software.
- 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 services are not performed to the satisfaction of the City the vendor 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.
8. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.
9. **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 shall be:

**Charles Dittman
Assistant Chief
Fire Department
Phone: 512-671-2776
E-mail: cdittman@roundrocktexas.gov**

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10. 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. The Contractor may agree to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

Exhibit "A"

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PART IV SCOPE OF WORK

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks proposals from firms experienced in providing inventory management software for municipal fire departments. The new system will need to have expansion capabilities to accommodate future municipal growth and is estimated to be implemented October 1, 2022. The Round Rock Fire Department (RRFD) currently has up to 185 people that will have access to the system. Of the 185 of users, there will be up to 40 people utilizing the new system at any given time.
2. **BACKGROUND:** The RRFD is a career fire department that has 160 uniformed personnel and 25 civilians. Operations are handled out of 9 fire stations, a Training Center, and a Logistics Warehouse. A vehicle fleet of 11 front line fire apparatuses, a reserve fleet of 5 apparatuses, 30 administrative vehicles. The Department has five divisions: Suppression, Training, Prevention, Community Risk Reduction, and Administration. The Department responds to structural, transportation, and wildland fires, Haz-Mat incidents, technical rescues, Emergency Medical Services (EMS) first response with Basic Life Support (BLS) and Advanced Life Support (ALS) providers. The Department also does inspections for new and existing buildings, public education, and arson investigations. The RRFD provides service to the City of Round Rock as well Williamson County Emergency Services District (ESD) #9, with a total population of 135,000. The RRFD answered 14,000 calls for service in 2020 with approximately 65% of the calls generating an EMS report and the other 35% generating only a Fire report.
3. **GENERAL SOFTWARE AND SERVICE REQUIREMENTS:** The proposed software and services shall-
 - A. Be fully cloud-based with web access.
 - B. Have Azure single sign-on capability.
 - C. Provide implementation of software
 - D. Provide training and support.
 - E. Have the ability to transfer inventory from station to station.
 - F. Have real-time inventory by location, vehicle, bag, compartment, etc.
 - G. Track and process lost and damaged equipment and document investigation, generate reports, and requires supervisor approval for replacement order.
 - H. Allow for monitoring and track the lifespan, serial #, lot #, date of manufacture, issuance and required cleaning and inspection of bunker gear on schedule. Ability to flag gear as "in use", "cleaning", etc.
 - I. Identify location (station, vehicle, etc.)
 - J. Allow for tracking of removal, disposal, and destruction of Personal Protection Equipment (PPE), equipment, and capital assets.
 - K. Have a multi-level approval workflow for orders with graduated criteria (ex. dollar threshold).
 - L. Have unlimited number of store locations and inventory entries.
4. **DEA AND TEXAS COMMISSION ON FIRE PROTECTION (TCFP) COMPLIANCE:** The Contractor software shall have the ability to:
 - A. Track narcotics, drugs, medical supplies, and gear with associated expiration dates.
 - B. Track chain-of-custody to meet Drug Enforcement Agency (DEA) requirements for shift-to-shift turnover.
 - C. Provide accurate count of stock on hand by expiration date, if needed (medical, gear, uniforms, tools, etc.)
5. **ALERTS:** The Contractor software shall have the following alerting options:
 - A. When items are within a certain number of days from the expiration date (the City will require customizable ranges for this data)

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- B. When any items are ordered on a higher-than-average frequency (the City will provide regular usage numbers).
 - C. When items in stores reach below a specified quantity.
 - D. Scheduled alerts when gear replacements are due.
6. **REPORTING REQUIREMENTS:** The software shall-
- A. Have a full featured reporting system (custom and canned reports with variables such as: inventory level, burn rates, medication, equipment expiration, etc.).
 - B. Inventory reports that can be broken down by vehicle, bag, compartment, etc.
 - C. Have reports that can be filtered and sorted by lot #, expiration date, location, etc.
 - D. Purchase History (vendor, cost, counts, make, model, serial #, batch, etc.).
7. **PREFERRED SOFTWARE AND SERVICE REQUIREMENTS:** As preferred software/services these are not minimum requirements but are software capabilities that may benefit the City and could include-
- A. Ability to track inventory requests against Loss/Damage.
 - B. Searchability by multiple criteria.
 - C. Allow for fully customizable daily/weekly/monthly truck check reports.
 - D. Calculate usage (burn rates).
 - E. Set limits on certain items (uniforms, station supplies, etc.).
 - F. Visibility and tracking of requisitions from creation until delivery.
 - G. Radio Frequency Identification (RFID) or similar technology to assist with truck checks and inventory control.
 - H. The ability to connect with an automatic dispensing unit for commonly needed items.
 - I. Ability to request inventory during truck checks.
 - J. Ability to request non-standard/ not inventoried items.
 - K. Ability to integrate with the City's current financial software Tyler Technologies Munis.
 - L. Ability to log non-inventory events such as filling SCBA bottles, etc.
 - M. Ability to do inventory forecasting
 - N. Ability to deactivate store locations
 - O. Auto re-order based on expiration date
 - P. Have the ability to pool requests into a single order to reduce the number of orders, shipments and paperwork.
8. **CITY RESPONSIBILITIES:** The City will-
- A. Provide network connectivity to the internet.
 - B. Assist with testing.
 - C. Provide systems to connect to the hosted environment.
 - D. Be available for city network connectivity troubleshooting.
 - E. Provide CORR IT personnel to be available for installation and will oversee installation of any software that they, themselves are not able to install on their own. The CORR IT department will make the final decision on any software products that are installed or run on CORR Systems.
 - F. Provide CORR IT department personnel to install the software on individual CORR systems if the software company that is awarded the contract has a product that needs to be installed on individual CORR systems.
 - G. The City shall import all data and define all part numbers for inventory.
 - H. Require a copy of all documentation.

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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. **PROPRIETARY INFORMATION:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
3. **PROPOSAL PREPARATION COSTS:** All costs directly or indirectly related to preparation of a response to the RFP, or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.
4. **PROPOSAL RESPONSE:** Responses shall be clear and concise and shall include at a minimum: title page, transmittal letter, index or table of contents, dividers for each section and all required attachments. One page shall be interpreted as one side of a double-spaced, printed, 8 1/2" X 11" sheet of paper. It is recommended that responses be submitted in a professional, bound format that best contains all required documentation for submission.

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>

5. **PROPOSAL FORMAT:** Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall include a title page, index or table of contents, dividers for each section and all required attachments and addendums to be organized in the following format by Tab and informational sequence:
 - A. **Tab 1– Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
 - B. **Tab 2 – Implementation Timeline:** Define in detail your understanding of the requirement presented in the Scope of Work and your timeline for implementing your software at the City. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment.
 - i. Include the average amount of time it has taken to set up previous clients with your company's software and
 - ii. Include the contact information of the personnel assigned to system implementation.
 - C. **Tab 3 – Software System/Program:** Describe in detail your software and service capabilities. Provide details on your software's solutions to the City's requirements and recommended modules. Complete Attachment C- Asset Management Software Checklist.
 - D. **Tab 4 - Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel.
 - E. **Tab 5 - Prior Experience:** Describe only relevant municipal, corporate, and individual experience for 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.

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- F. **Tab 6 - 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.
- G. **Tab 7- Authorized Negotiator:** Include the name, email address, and telephone number of the person(s) in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- H. **Tab 8 – Attachments and Addendum:** including Attachment A – Proposal Submittal Form and Execution, Attachment B – Reference Sheet, Attachment C – Asset Management Software Checklist and signed addendums (if applicable).
- I. **Tab 9 – 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 preferred. Itemize the following categories-
- Manpower
 - Additional modules offered to the City
 - Other itemized costs
 - Implementation cost and recurring costs broken up by year.
 - Travel Expenses- Travel expenses shall be in compliance with City travel policy if applicable.
 - Total (not to exceed) cost for the entire 60-month period.
- J. **EXCEPTIONS:** 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.
6. **EVALUATION CRITERIA:** 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 Program, Approach, and Timeline (Tabs 2 & 3) | 60 pts |
| • Individual and Company Work Experience (Tabs 5 & 6) | 20 pts |
| • <u>Cost Proposal (Tab 9)</u> | <u>20 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 rescure 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.

Exhibit "A"

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7. 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 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.
- D. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent. The City may then:
 - i. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions, and cost with that Respondent.
 - ii. The City shall continue this process until an agreement is entered into or all negotiations are terminated.
- E. 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.
- F. An independent signed authorized contract will be sent to the successful Respondent. Execution of a City of Round Rock contract is required prior to starting work and processing any payments to the awarded Respondent.

8. POST AWARD MEETING: The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:

- A. Provide City contact(s) information for implementation of the Agreement.
- B. Identify specific milestones, goals, and strategies to meet objectives.

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ATTACHMENT A PROPOSAL SUBMITTAL FORM AND EXECUTION

NOTE: RESPONDENTS SHALL COMPLETE, SIGN, AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL.

By signature hereon, the Respondent certifies that:

All statements and information prepared and submitted in the response to this RFP 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. Failure to sign the Execution of Proposal or signing it with a false statement shall void the submitted offer or any resulting contracts.

Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any contract resulting from this request for proposals.

RESPONDENT (COMPANY): EMS Technology Solutions, LLC. dba Operative IQ

SIGNATURE (IN INK): Laura Martin

NAME (TYPED/PRINTED) Laura Martin

TITLE: Director of Sales DATE: 2/11/2022

STREET: 3781 Tramore Pointe Pkwy

CITY/STATE/ZIP: Austell, GA 30106

TELEPHONE AND FACSIMILE NO.: Phone: 678-566-6774 Fax: 404-424-9401

E-MAIL ADDRESS: laura@operativelq.com

FEDERAL TAX IDENTIFICATION NUMBER (FIN): 26-1571889

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/>

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ATTACHMENT B REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: RFP No. 22-006
RESPONDENT'S NAME: Operative IQ - Laura Martin DATE: 2.11.2022

Provide the name, address, telephone number and E-MAIL of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1. Company's Name Buda Fire Department
Name of Contact Sam Schuleman
Title of Contact EMS Division Chief
E-Mail Address sschuleman@budafire.org
Present Address 209 FM 2770
City, State, Zip Code Buda, Texas 78610
Telephone Number (512) 295-2232 Fax Number: ()
2. Company's Name Monroe County Fire Rescue
Name of Contact Mark Thompson
Title of Contact Battalion Chief
E-Mail Address thompson-mark@monroecounty-fl.gov
Present Address 490 64rd Street Ocean Suite #160
City, State, Zip Code Marathon, FL 33050
Telephone Number (305) 289-6004 Fax Number: ()
3. Company's Name Shelbyville Fire Department
Name of Contact Danny Marcum
Title of Contact Deputy Chief
E-Mail Address dmarcum@cityofshelbyvillein.com
Present Address 40 W. Broadway St.
City, State, Zip Code Shelbyville, IN 46176
Telephone Number (317) 392-5119 Fax Number: ()

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

Exhibit "A"
ATTACHMENT C –
ASSET MANAGEMENT SOFTWARE CHECKLIST

GENERAL SOFTWARE AND SERVICE REQUIREMENTS:			
GENERAL:	YES	NO	COMMENTS
Be fully cloud-based with web access.	x		Operative IQ is a SaaS system
Azure single sign-on capability	x		Operative IQ offers integration with Azure Single Sign On, which is included in the quote.
Provide implementation of software	x		Operative IQ offers training and implementation services, see tab 2 and quote for more details.
Provide training and support	x		Operative IQ offers training via training packages for purchase. Phone and email support is available at no charge to all customers.
Have the ability to transfer inventory from station to station	x		The Inventory and Asset Management module allows for creation of unlimited supply rooms to represent stations. The Transfer Inventory function allows you to move inventory from supply room to supply room, and even has an auto suggest button that recommends the items and quantities needed to get the receiving supply room back to par level for all items.
Have real-time inventory by location, vehicle, bag, compartment, etc.	x		Inventory can be tracked in supply rooms, as well as the compartments/bags inside of vehicle units. Assets can be checked out to people or vehicle units. This information can be seen live in the system or in detailed/summary views in reporting.
Track and process lost and damaged equipment and document investigation, measures and requires supervisor approval for replacement order.	x		The combination of Asset Management and Service Desk will allow you to accomplish this. Full detailed records of each asset contain basic information on the asset, and also allow you to record PM's, repairs and other documentation. Service Desk module will allow users to notify and have two way communication to report equipment issues such as when lost or damaged and even upload attachments/photos. Within Service Desk ticket, the assigned agent can record details of investigation and resolution.

Exhibit "A"
ATTACHMENT C –
ASSET MANAGEMENT SOFTWARE CHECKLIST

Allow for monitoring and track the lifespan, serial #, lot #, date of manufacture, issuance and required cleaning and inspection of bunker gear on schedule. Ability to flag gear as in use, cleaning etc.	x		Full detailed records of each asset contain basic information on the asset such as serial number, date of manufacture, etc, create PM schedules and even create custom fields to suit CORR needs. Asset Management also allows you to check out assets to crew or units, and record PM's, repairs, and other documentation.
Identify location (station, vehicle, etc.)	x		Assets can be checked out to crew or units, with the ability for that person/unit to verify they have the asset.
Allow for tracking of removal, disposal, and destruction of Personal Protection Equipment (PPE), equipment, and capital assets.	x		Asset Management provides clients functions to accomplish full tracking on PPE, equipment and capital assets.
Have a multi-level approval workflow for orders with graduated criteria (ex. dollar threshold).	x		Operative IQ allows for supply room PO approvers based on dollar amount thresholds
Have unlimited number of store locations and inventory entries.	x		Operative IQ allows clients to create an unlimited number of supply rooms.

DEA and TCFP Compliance:	YES	NO	COMMENTS
Track narcotics, drugs, medical supplies, and gear with expiration dates.	x		Operative IQ allows you to track expiration dates on those items.
Track chain-of-custody to meet Drug Enforcement Agency (DEA) requirements for shift-to-shift turnover.	x		The Narcotics Tracking module of Operative IQ provides electronic chain of custody logging for controlled substances to meet DEA requirements.
Provide accurate count of stock on hand by expiration date, if needed (medical, gear, uniforms, tools, etc.)	x		Items you choose to track expiration dates on can be filtered by date both in the system itself and in reporting.

ALERTS:	YES	NO	COMMENTS
When items are within 45 days of expiration date (w/ customizable ranges)	x		This can be accomplished through reporting in Operative IQ where you can setup reports to auto email, based on report filters to show and alert users of specific information.
When any items are ordered on a higher-than-average frequency	x		This can be accomplished through reporting in Operative IQ where you can setup reports to auto email, based on report filters to show and

EMS Technology Solutions, LLC
 3781 Tramore Pointe Pkwy
 Austell, GA 30106
 USA: 877-317-2707
 Canada: 647-694-0150

Quotation

Quote ID 62233
 Date May 5, 2022
 Expiration August 1, 2022
 Client URL

Prepared By Laura Martin
 Regional Sales Director
 (678) 566-6774
 laura@operativeiq.com

Quotation For

City of Round Rock Fire Department
 203 Commerce Blvd.
 Round Rock, Texas 78664
 512-341-3310

Equipment					
Description	Part Number	Quantity	Price		Total
RFID 4-Port Reader (Passive RFID, BLE, WiFi, POE, GPS, 1 Year Warranty)	IQ10205	11.00	\$2,300.00		\$25,300.00
RFID Multiplexer with 16 Ports (Includes GPIO to Reader Cables)	IQ10708	11.00	\$1,000.00		\$11,000.00
Times-7 SlimLine A5020-60010 Circular Polarized RFID Antenna Flush Mount (6" x 6" x 0.5") Side Connector: SMA - INCLUDES 2' RFID CABLE	IQ10522	132.00	\$155.00		\$20,460.00
GPS Antenna - MobileMark Surface Mount GPS Antenna SM-1575 (White)	IQ10274	11.00	\$130.00		\$1,430.00
Banner External LED Dome Light with Cable	IQ10207	11.00	\$145.00		\$1,595.00
LMR240 Type Cable Reel with no connectors, (PT240-XXXX) - Custom Per 100' of Cable	IQ10610	44.00	\$65.00		\$2,860.00
RFID Cable Crimp Tool LMR195 / LMR240	IQ10596	1.00	\$100.00		\$100.00
Crimp Connector - SMA-Male for LMR 240 Cable (SSM-240)	IQ10520	264.00	\$12.00		\$3,168.00
Crimp Connector - RP TNC-Male for LMR 240 Cable (RTM-240)	IQ10519	264.00	\$10.00		\$2,640.00
RFID Reader Power Mapper for Testing RFID Antenna Placement / Signal Strength	IQ10439	1.00	\$300.00		\$300.00
MetalCraft Custom RFID Universal Foam Asset Tags - XRFIDUL1473 2.875" X 1.375"	IQ10619	250.00	\$4.84		\$1,210.00

Subtotal \$70,063.00

Thank you for choosing Operative IQ. We appreciate your business.

Total \$70,063.00

Comments or Special Instructions

This quote represents outfitting 11 Fire apparatus with fixed reader RFID to provide constant monitoring to 12 compartments within each unit. Installation is not included. Onsite training recommended, and could be part of the onsite training on the main RFP quote, or additional days could be purchased.

City of Round Rock Fire Department Quotation 62233
 Prepared by: Laura Martin on May 5, 2022

Licensing Agreement

1. **Scope:** EMS Technology Solutions will provide City of Round Rock Fire Department, a private, public, or collective entity (the "Customer") access to Operative IQ management software as a service (the "Service"). The terms and conditions held within (the "Agreement") represent the terms and conditions under which EMS Technology Solutions will grant licenses to Customer for the Service. This Agreement shall begin on the signed Agreement date and maintain for the term of five (5) years (the "Term"). The Customer may terminate the Agreement without penalty anytime during the Term contingent on a thirty (30) day written notice informing EMS Technology Solutions of intent. EMS Technology Solutions and the Customer shall sometimes be individually referred to as a "Party" and sometimes collectively referred to as the "Parties."

This Agreement along with the attached Quote sets forth the Services to be provided by EMS Technology Solutions and is hereby incorporated into and made an integral part of the Agreement between EMS Technology Solutions and Customer.

2. **Grant of Exclusive License:** Subject to the terms and conditions of this Agreement, EMS Technology Solutions hereby grants to Customer irrevocable use of the Service during the aforementioned Term. Customer acknowledges that the Operative IQ management software, including all aspects of the system and software, all supporting documentation, all versions, improvements, and developments however derived; all marks used therewith; and all intellectual property rights associated with any of the foregoing, are the property of EMS Technology Solutions and that EMS Technology Solutions holds all related patent, trademark, copyright, or trade secret interests therein. Customer further acknowledges that the Operative IQ management software, including the software and supporting documentation, is treated by EMS Technology Solutions as its secret and proprietary information of substantial value, and Customer shall treat such information so received in confidence and shall not use, copy, disclose, reverse engineer nor permit any Licensee Personnel or any other person or entity to use, copy, disclose, or reverse engineer the same for any purpose that is not specifically authorized under this Agreement.
3. **Product Service Fees:** Requested Payment Terms and quantity of licenses specific to each Service ("Service License") shall be as specified on the Quote. Customer holds option of Service License Requested Payment Term of annual, quarterly, monthly which is to be identified on Agreement. Requested Payment Term will be annual in the event of failure of Customer to identify. In the event of Agreement termination prior to the end of a Term, the Service License will be prorated to reflect the number of months remaining in the final Term.
 Quantity of Licenses may be increased or decreased without penalty. Minimum license requirements may apply based on the Service selected. Changes to the Service and equipment may be made at any time by contacting EMS Technology Solutions. Any additional Service may be added at any subsequent date by agreement of both EMS Technology Solutions and Customer. Any changes to the Service and equipment provided will be governed by this Agreement unless a new agreement is requested in writing.
 Custom RFID Solutions or IT Professional Services Terms are 50% down to commence production, 50% upon delivery. A non-cancellable purchase order will be required.
4. **Taxes:** Prices stated do not include any sales, use, or excise tax or any other tax, duty or charge which is now in effect or may be hereafter imposed by any Federal, State, or other authority. All such taxes, duties or other charges shall be assessed and paid by Customer at the time of invoicing unless Customer shall provide Seller an exemption certificate acceptable to the appropriate authorities.
5. **Professional Services:** Professional Services shall be as specified on the Quote and payable upon receipt. Professional Services may include setup expenses, traditional remote training, onsite professional services, remote optimization services or custom systems integration and development. Traditional training includes dedicated time for Customer operations administrators with an EMS Technology Solutions Implementation Manager to complete interactive training online via GoToMeeting webinars. Onsite Professional Services include travel expenses within the continental United States. International, Hawaii and Alaska travel expenses are not included and will be invoiced upon completion of travel. Training packages will have a fixed duration. It is the client's responsibility for scheduling training sessions during this time with an Implementation Manager. Unused training time will not be refunded.
6. **Enterprise Professional Hours** – Certain Enterprise level contracts may include complimentary professional service hours. Enterprise level accounts may need to integrate Operative IQ with existing business software (e.g., Oracle, NetSuite, HR Programs, etc.) and these hours can be used towards those IT projects. Professional service hours can also be used for additional training if needed; these additional training hours would be outside of the initial training package purchased in the contract. Professional service hours are allotted annually at the contract date and cannot be banked or rolled over each year and are provided up to the specified amount in the contract. Should additional hours be needed for an integration project, the time and cost difference will be generated as a separate quote. Additional training can be purchased at any time.

7. **Technical Support:** EMS Technology Solutions will provide application support and hosting as well as database management services for the Service on our application servers. EMS Technology Solutions will provide on-going technical and non-technical support for application users as part of the Service License. Maintenance upgrades to the Service that are relevant to all customers will be provided at no additional charge.
8. **Data Security:** EMS Technology Solutions uses a Disaster Recovery as a Service (DRAAS) solution to replicate data to a secondary datacenter for use in the event of a disaster. Local data backups are performed daily. Alert Logic Threat Manager is and Data Center Security are in place to further protect the computing environment and Customer data. Ownership of the data remains under the jurisdiction of the Customer.
9. **Equipment:** Customer may purchase equipment including RFID Readers, Barcode Printers, Barcode Readers, Biometric Readers, and Consumables as needed to operate the Service. Prices for equipment shall be specified on the agreement. Equipment invoices shall be payable upon receipt.
10. **Warranties:** Equipment sold by EMS Technology Solutions carry only those warranties specified for them by their manufacturers. The duration of the warranty shall extend for the length of time set by the manufacturer. As to such equipment there are no other expressed or implied warranties, including any warranty of merchantability or fitness for a particular purpose. If there is a breach or violation of any such warranties EMS Technology Solutions shall hold option, to repair or replace the equipment. EMS Technology Solutions shall not be liable for punitive, special, proximate, incidental, consequential, or exemplary damages including loss of profits. Notwithstanding this warranty, Customer shall be responsible for all regular service and maintenance of equipment. In no event will EMS Technology Solutions be liable for any damages or nonconformity of equipment to the extent caused either directly or indirectly by Customer or its designated representatives, employees, contractors, or agents.
11. **Indemnity:** EMS Technology Solutions shall defend, indemnify and hold harmless Customer, and its elected officials, directors, officers and employees, from any claims, losses, damages, penalties, judgments and liabilities, including all reasonable related costs and expenses, arising in connection with any action or claim that the Service infringes or misappropriates any patent, copyright, trade secret or other intellectual property right, including any third party intellectual property right.
12. **Force Majeure:** In the event that either Party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than payment of amounts due hereunder) due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, or any other cause beyond the reasonable control of the Party invoking this Section, such party's performance shall be excused and the time for the performance shall be extended for the period of the delay or inability to perform due to such occurrences.
13. **Confidentiality:** Neither Party may disclose Confidential Information (as hereinafter defined) of the other Party to a third party without the prior written consent of the other, except as required by law, pursuant to a valid order or directive of a court or other governmental body, agency, department, or entity of the United States, any State, or any political subdivision of either the United States or any State, or in response to a subpoena (or similar instrument) issued in connection with an administrative or judicial proceeding, or as necessary to perform its obligations or to enforce its rights or establish obligations under this Agreement. Notwithstanding the foregoing, EMS Technology Solutions may, subject to Customer's prior written consent, use certain Customer information as input data in a database where Customer's identity shall be kept anonymous. Neither Party will make any press release or other public announcement regarding this Agreement without the other Party's prior written consent except as required under applicable law or by any governmental agency. Subject to the provisions of this section, Customer shall maintain the confidentiality of all source materials and other sensitive information regarding software functionality. The recipient of Confidential Information shall give prompt notice to the other Party of an order, directive, or subpoena prior to disclosure so that an appropriate protective order or other action regarding such disclosure can be sought.

For purposes hereof, "Confidential Information" means all confidential and propriety information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally or in writing (and if disclosed orally, promptly confirmed in writing thereafter), that is designated and clearly identified as confidential, and for purposes hereof Confidential Information includes all Customer data. Confidential Information (except for Customer data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

The obligations of the Parties with respect to Confidential Information shall survive the expiration or termination of this Agreement.

14. **Miscellaneous:** Both Parties shall comply with all laws, rules, and regulations applicable to this Agreement. All purchases under this Agreement are for Customers "own use" as to not be shared with separate entities, such term is defined in judicial or legislative interpretation. This Agreement is the entire agreement between the parties with regard to the subject matter of this Agreement. No amendment of the terms of this Agreement will be binding on either Party unless reduced to writing and signed by an authorized employee of the Party to be bound.

15. **Termination:** Either Party may terminate this Agreement at any time with or without cause for any reason or for no reason by giving the other Party at least thirty (30) days prior written notice. In addition, EMS Technology Solutions may terminate this Agreement by written notice to the Customer if the license fee due hereunder is not timely paid and such non-payment is not cured within 90-days from the due date. Notwithstanding the foregoing, however, each Party reserves the right to terminate this Agreement if: (a) the other Party ceases to function as a going concern in the normal course of business; or (b) the other Party commits or suffers any act of bankruptcy or insolvency. If this Agreement for service is terminated for any reason, Customer will be provided access to a backup of the Customer's data. EMS Technology Solutions will retain a copy of Customer's data for up to one (1) year from date of termination.
16. **Relationship of Parties:** Each Party is an independent contractor of the other. Neither Party shall be the legal agent of the other for any purpose whatsoever and therefore has no right or authority to make or underwrite any promise, warranty, or representation, to execute any Agreement, or otherwise to assume any obligation or responsibility in the name of or on behalf of the other Party, except to the extent specifically authorized in writing by the other Party.
17. **Assignment:** This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided that no assignment, sale or other assignment of this Agreement can occur unless either (a) the transfer occurs by way of merger, reorganization, consolidation, amalgamation, or as part of a transfer of all or substantially all of the assigning Party's assets, or (b) the non-transferring Party consents to the transfer. In the event of such a transfer, the transferring Party agrees to secure consent from the transferee that it will assume and perform all obligations of the transferring Party under this Agreement. Customer or EMS Technology Solutions shall give the other written notice of any anticipated assignment of the Agreement as soon as administratively practicable after such information may first be made public.
18. **Notices:** All notices or other communications that are required or permitted hereunder shall be in writing and delivered personally, sent by facsimile (and such facsimile must be promptly confirmed by personal delivery, registered or certified mail or overnight courier as provided herein), sent by nationally-recognized overnight courier or sent by registered or certified United States mail, postage prepaid, return receipt requested, to the addresses first specified hereinabove, or to such other address as the Party to whom notice is to be given may have furnished to the other Party in writing in accordance herewith, to the attention of the Chief Executive Officer. For purposes hereof, notice or other communications shall be deemed to have been given, delivered, or provided (i) if delivered personally, at the time of delivery, (ii) if sent by facsimile, at the time the confirmation of such facsimile (whether by personal delivery, registered or certified mail, or overnight courier) is given or provided, (iii) if sent by nationally-recognized overnight courier, at the time of delivery by the courier, or (iv) if sent by registered or certified mail, postage prepaid, return receipt requested, 72 hours after deposit in the United States mail.
19. **Headings:** The headings of this Agreement are for convenience only and shall not affect the meaning of the terms of this Agreement.
20. **Governing Law and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. The parties agree that the enforcement of any provision of this Agreement shall be brought solely in the courts of Williamson County, Texas.
21. **Severability:** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of either Party under this Agreement will not be materially and adversely affected thereby such provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by applicable law, each Party hereby waives any provision of law that would render any provision prohibited or unenforceable in any respect.
22. **Waiver:** The failure of either Party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or insistence or excuse a similar subsequent failure to perform any such term or condition by the other Party. This Agreement and all of its provisions are solely for the benefit of the Parties hereto and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.
23. **Signed Agreements:** Signed Agreements must be received prior to the quote expiration date.

EMS Technology Solutions, LLC
 3781 Tramore Pointe Pkwy
 Austell, GA 30106
 USA: 877-317-2707
 Canada: 647-694-0150

OPERATIVE IQ
 www.operativeiq.com

Quotation Summary

Quote ID: 62233
Date: May 5, 2022
Expiration: August 1, 2022
Client URL:
Amount: \$70,063.00

Prepared By: Laura Martin
 Regional Sales Director
 (678) 566-6774
 laura@operativeiq.com

Accounting Information

Bill To

City of Round Rock Fire Department

 203 Commerce Blvd.
 Round Rock, Texas 78664
 512-341-3310

Ship To

City of Round Rock Fire Department

 203 Commerce Blvd.
 Round Rock, Texas 78664

Accounting Email

EMS Technology Solutions, LLC sends electronic invoices for payment therefore a business email is required. If one is not listed below, please indicate the best email for your accounting department. Avoid using personal emails. Select whether your company should be tax exempt.

Tax Exempt ☐

Payment Terms

☒ Annual, Net 45 ☐ Quarterly, Net 30 ☐ Monthly, Net 15

Purchase Order

☐ Purchase Order Not Required

☐ Purchase Order Required PO Number: _____

Existing Customers

Select the appropriate option below for existing customers adding services.

☐ Invoice separately from my other services ☐ Invoice along with my other services

Acceptance of Quotation

City of Round Rock Fire Department Quotation 62233
 Prepared by: Laura Martin on May 5, 2022

Exhibit "A"

EMS Technology Solutions, LLC
3781 Tramore Pointe Pkwy
Austell, GA 30106
USA: 877-317-2707
Canada: 647-694-0150



www.operativeiq.com

IN WITNESS WHEREOF, the person signing below represents and warrants that she or he has the authority to bind City of Round Rock Fire Department and execute the terms of this agreement.

Signature

Name

Title

Date

Agreements can be Signed Electronically
or Faxed to (404) 424-9401
Attn: Laura Martin

Standard Equipment Options

Standard Equipment can be ordered at any time by using the Operative IQ Integrated Supplier option from your Purchasing Module or by sending a Purchase Order to your Account Manager. Below is a list of equipment categories we offer. For details, pricing, or custom RFID Solutions, tracking tags or equipment please contact your Account Manager. Prices are subject to change. All equipment offered is tested for use with the Operative IQ system.

- ✓ BARCODE PRINTERS AND READERS
- ✓ BARCODE LABELS AND SEALS
- ✓ KOAMTAC BARCODE READERS AND CASES
- ✓ RFID EQUIPMENT
- ✓ RFID TAGS AND SEALS
- ✓ BIOMETRIC FINGERPRINT READERS
- ✓ GEOTAB FLEET TELEMATICS
- ✓ VEHICLE CAMERAS

**For faster ordering use the Operative IQ Integrated Supplier from your Purchasing module. **

Exhibit "A"



ADDENDUM CITY OF ROUND ROCK, TEXAS

Solicitation: RFP 22-006

Addendum No: 1

Date of Addendum: 1/27/2022

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Questions:

- Q1. On page 4 of the RFP, number 11- Certificate of Interested Parties, do we need to complete this prior to submitting the RFP, or just be willing to complete this should we be selected?
- A1. Please complete the 1295 form only if selected for award.
- Q2. Certificate of Insurance. Can we include the COI with the RFP submission, or does that need to be submitted separately?
- A2. You can submit the COI with the RFP submission.
- Q3. What are the specific DEA requirements for chain-of-custody?
- A3. The software must comply with all government entities including, but not limited to DEA requirements (such as 21 CFR 1304), OSHA standards, and State of Texas requirements. This includes site/location inventory as well as distributor inventory.
- Q4. In Part IV.7.E the City requests, "Set limits on certain items (uniforms, station supplies, etc.)." What type of limits? Min/Max replenishment limits?
- A4. The limits shall be (Customizable) Minimum, Maximum, PAR level, burn rates, and current in-stock count. The City desires the reporting capability to forecast when stock items will be depleted so that it is better able to keep a running inventory.
- Q5. In Part IV.7.H the City requests, "The ability to connect with an automatic dispensing unit for commonly needed items." What type(s) of automatic dispensing units? Software and hardware?
- A5. This is referring to the medication storage/dispensing unit (physical unit) and associated software. The unit needs to work with and integrate into the Asset Management Software. It is similar to a vending machine-style unit. Examples are UCapIt, DiaMedical USA, etc.
- Q6. In Part IV.7.L the City requests, "Ability to log non-inventory events such as filling SCBA bottles, etc."
- A6. While non-inventory, the ability to log events such as SCBA air bottle refills, turn-out gear washings, and inspections, as well as a few other items, are critical to meeting State and Federal compliance for those items. We currently have a paper system for these things. We have issues with maintaining proper logging of this information, either through omission or by damage or loss of records.
- Q6.1. Would work orders fulfill this need?
- A6.1. No, we fill a minimum of three bottles at a time and the filling is done on a company level.
- Q6.2. Are you tracking the cost or just what was done and when?
- A6.2. The department tracks when each task was done (fill air Bottle, wash/inspect turn-out gear, ...) and any issue that may place those items out of service. Any out of service items would need to be tracked, as well as be searchable to determine any common cause/effects.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Amanda Crowell, Purchaser
Purchasing Office, 512-218-5458

1/27/2021

Exhibit "A"

By the signature affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED BY:

Laura Martin
Name

Laura Martin
Authorized Signature

2/11/2022
Date

RETURN ONE SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.