

EXHIBIT

"A"

**CITY OF ROUND ROCK
AGREEMENT FOR PURCHASE OF
FIRE APPARATUS TESTING SERVICES FROM
FIRE ONE, INC.**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

THAT THIS Agreement for purchase of fire apparatus testing services for the Fire Department's fire apparatus equipment, and for related goods and services, (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of February, 2015, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664 (referred to herein as the "City") and FIRE ONE, INC., whose offices are located at 740R Burmont Road, Drexel Hill, PA 19026 (referred to herein as the "Services Provider").

RECITALS:

WHEREAS, City desires to purchase fire apparatus testing services for the Fire Department's fire apparatus equipment, and City desires to procure same from Services Provider; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said goods and services, and City has selected the Bid submitted by the Services Provider; 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, 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 is obligated to buy specified services and Services Provider is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid designated Solicitation Number 15-003 dated November 2015, Class/Item: 962-43/928-87, and Addendum No. 1 dated December 12, 2014; (b) Services Provider's Response to the IFB; (c) contract award;

and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

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

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

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

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

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

2.01 EFFECTIVE DATE, INITIAL TERM, AND ALLOWABLE RENEWALS

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

B. The initial term of this Agreement is for thirty-six (36) months from the effective date hereof. After that initial term, this Agreement may be renewed for two (2) successive twelve (12)-month periods, under the same terms and conditions, only upon the express written agreement of both parties, and only provided that the Services Provider has performed each and every contractual obligation specified in this Agreement.

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

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Services Provider to supply the services as outlined in the IFB and Response to IFB submitted by Services Provider, all as specified in Exhibit "A." The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and as offered by Services Provider in its Response to the IFB.

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

4.01 ITEMS AWARDED; SCOPE OF WORK

Items Awarded. All bid items on Exhibit "A" are awarded to Services Provider.

Scope of Work. For purposes of this Agreement, City has issued documents delineating the required services (specifically Invitation for Bid Solicitation Number 15-003, Class/Item: 962-43/928-87 dated November 2015, and Addendum No. 1 dated December 12, 2014). Services Provider has issued its response agreeing to provide all such required service in all specified particulars. All such referenced documents are included in Exhibit "A" attached hereto and made a part hereof for all purposes. When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

Services Provider shall satisfactorily provide all services described under the attached exhibits within the contract term specified in Section 2.01. Services Provider's undertakings shall be limited to 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 exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 COSTS

Bid costs listed on page ten (10) of eleven (11) of Exhibit "A," in the amount of **eighteen thousand six hundred twenty-five dollars and 90/100 (\$18,625.90)** per year, shall be the basis of any charges collected by the Services Provider.

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 INTERLOCAL COOPERATIVE CONTRACTING/PURCHASING

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

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

8.01 NON-APPROPRIATION AND FISCAL FUNDING

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

9.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, 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, a 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.

10.01 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.

11.01 TAXES

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

12.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

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

13.01 INSURANCE

Services Provider shall meet all requirements as stated in the attached IFB, including all attachments and exhibits thereto, and Services Provider's bid response.

14.01 CITY'S REPRESENTATIVE

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

Marshall Reynolds
Fleet Operations Manager
General Services Department
212 Commerce Cove
Round Rock, Texas 78664
512-218-5571

15.01 RIGHT TO ASSURANCE

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

16.01 DEFAULT

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified goods 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 make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

17.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Services Provider.

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

C. Services Provider has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Services Provider, Services Provider shall discontinue all services in connection with the performance of this

Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Services Provider shall submit a statement showing in detail the 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.

18.01 INDEMNIFICATION

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

19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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.

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:

Fire One, Inc.
740 R Burmont Road
Drexel Hill, PA 19026

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

Stephen 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.

[Signatures on the following page.]

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

City of Round Rock, Texas

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

Attest:

By: _____
Sara White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Fire One, Inc.

By: James E. Glatts
Printed Name: JAMES E GLATTS
Title: TREASURER
Date Signed: 1-16-15





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

INVITATION FOR BID (IFB)

FIRE APPARATUS TESTING SERVICES

SOLICITATION NUMBER 15-003

November 2015

EXHIBIT "A"

**CITY OF ROUND ROCK
INVITATION FOR BID
FIRE APPARATUS TESTING SERVICES**

**PART I
GENERAL**

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks an agreement with a qualified Individual, Firm, or Corporation herein after referred to as "Respondent", experienced in annual fire apparatus testing for the Fire Department's existing equipment.
2. **BACKGROUND:** The City currently has eleven (11) Pierce fire trucks; which include two (2) Platform aerial trucks, two (2) Quint aerial trucks, and seven (7) pumper trucks. The City also has two (2) Spartan pumper fire trucks. All thirteen (13) pieces of equipment will require pump testing and all four (4) aerial units will require aerial ladder testing. The City has approximately fifty four (54) ground ladders equaling approximately nine hundred and fourteen (914) feet which will require ground ladder testing. The City has approximately thirty eight thousand five hundred (38,500) feet of hoses ranging in size from 1 ¾ inch to 5 inch in size that will require hose testing. These numbers will change as the City grows and more fire stations are added.
3. **ATTACHMENTS:** Attachment A through B is herein made part of this request for information:
 - 3.1 **Attachment A:** Bid Sheet
 - 3.2 **Attachment B:** Reference Sheet
4. **CLARIFICATION:** For questions or clarification of specifications, you may contact:

Deborah Knutson, CPPB
Purchaser
Purchasing Department
City of Round Rock
E-mail: dknutson@roundrocktexas.gov

The individual listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.
5. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - 5.1 The term of the initial Agreement shall begin from date of award and shall remain in full force and effective through January 31, 2018.
 - 5.2 The initial term of the resulting agreement shall be three (3) consecutive twelve (12) month periods from the effective date. The agreement may be renewed for two (2) additional periods of time, not to exceed twelve (12) months each, provided both parties agree in writing prior to the expiration of the current term.
 - 5.3 The City reserves the right to review the respondents' performance at the end of each twelve (12) month period and cancel all or part of the agreement(s) or continue the agreement(s) through the next period.

- 5.4 If the respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the respondent of the deficiencies and the respondent shall have thirty (30) days to correct such deficiencies. If the respondent fails to correct the deficiencies within the thirty (30) days, the City may terminate the agreement by giving the respondent thirty (30) day written notice of termination and the reason for the termination.
- 5.5 If the agreement is terminated, for any reason, the respondent shall turn over all records, to include but not be limited to the following: records of repairs, services, deliveries, and replacement parts, to the City within fifteen (15) working days after completion of duties contained in the agreement.

PART II

SPECIFICATIONS

1. **SCOPE OF WORK:** The Successful Respondent shall be required to perform all on site annual testing/inspection of the Fire Department's existing fire apparatus equipment and provide reports as specified herein.
2. **EQUIPMENT:** Apparatus equipment to be inspected/tested currently includes, but is not limited to:
 - Two (2) 2001 Pierce / Dash 100 PAP Platform Aerial Trucks
 - Two (2) 2002 Pierce / Quantum Pumper Trucks
 - One (1) 2004 Pierce / Quantum Pumper Truck
 - One (1) 2007 Pierce / Dash 100 PAP Quint Aerial Truck
 - Two (2) 2009 Spartan / Crimson Pumper Trucks
 - One (1) 2009 Pierce / Velocity Quint Aerial Truck
 - One (1) 2010 Pierce / Impel Pumper Truck
 - One (1) 2011 Pierce / Impel XM Pumper Truck
 - One (1) 2013 Pierce / Impel XM Pumper Truck
 - One (1) 2014 Pierce / Impel Pumper Truck
 - Approximately 38,500 feet of hose in various sizes - from 1 3/4" to 5"
 - Fifty four (54) Ground ladders – equaling approximately 914 feet
3. **SERVICE REQUIREMENTS:** Successful Respondent shall:
 - 3.1. Perform all on site annual testing/inspections at:
 - City of Round Rock
 - Fire Department – Station # 6
 - 2919 Joe DiMaggio Boulevard
 - Round Rock, Texas 78665Should the annual testing/inspections location change, the Successful Respondent's designated contact person shall be notified immediately of the location change.
 - 3.2. Perform all annual testing, at a minimum, in accordance with the following National Fire Protection Association (NFPA) Standards. The NFPA standards to be used each year shall be the most up to date revised editions, which can be found at <http://www.nfpa.org/>.

- 3.2.1. NFPA Standard 1911 - 2012 edition, for Ariel testing/inspections (Next revision cycle: Fall 2016 – for 2017 revised edition);
 - 3.2.2. NFPA Standard 1911 – 2012 edition, for Pump testing/inspections (Next revision cycle: Fall 2016 f- for 2017 revised edition);
 - 3.2.3. NFPA Standard 1932 – 2015 edition, for Ground Ladder testing/inspections (Next revision cycle: Fall 2019 – for 2020 revised edition);
 - 3.2.4. NFPA Standard 1962 – 2013 edition, for Hose testing/inspections (Next revision cycle: Fall 2017 – for 2018 revised edition).
- 3.3. Perform all annual testing to be completed within one week, in the month of February. The Round Rock Fire Department contact shall provide a detailed schedule of events, at least one week prior to the scheduled annual testing/inspections in February;
- 3.4. Provide all labor, transportation, supplies, tools, and materials to satisfactorily perform the services as specified herein;
- 3.5. Supply the appropriate equipment to perform all testing/inspections to include a water tank of sufficient size to perform the testing/inspection required;
- 3.6. Provide the City with a designated and identified point of contact upon award of the contract, in order to ensure customer satisfaction and assist with any problems. The City's designated representatives shall be notified by the Respondent immediately should the point of contact change.

The City's designated representatives shall be:

Marshall Reynolds
Fleet Operations Manager
Vehicle Maintenance
Phone: 512-218-5571
E-mail: mreynolds@roundrocktexas.gov

Angelo Luna
Logistics Officer
Fire Department
Phone: 512-218-6625
E-mail: aluna@roundrocktexas.gov

- 4. **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:
 - 4.1. Be able to perform all testing, inspections and reporting as specified herein;
 - 4.2. Be firms, corporations, individuals or partnerships normally engaged in providing all of the fire apparatus testing services as specified herein;
 - 4.3. Have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - 4.4. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process;
 - 4.5. Be responsible for acquiring and maintaining all necessary licenses, registrations, certifications and permits required for operation of their business by local, state and federal laws, rules, ordinances and regulations;

- 4.6. Maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools and all associated costs.
5. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services without prior written consent of the City.
6. **REPORT REQUIREMENTS:** Respondent shall provide a detailed report to both of the City's designated representatives to include each piece of equipment with the results of all testing two (2) weeks after inspection completion. The report shall include the pass/fail status and what corrective action would be required to place equipment into pass status.
7. **LABOR AND REPAIRS:** In the event that repairs are required, and the successful respondent is qualified to repair the substandard equipment, Respondent shall provide an itemized quote which shall be reviewed for purchasing compliance and approved by the City's designated representative. Repair work shall not commence unless the successful respondent has received an official, authorized and signed independent purchase order.
8. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase of services is made or implied. The City will only order the services needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
9. **STAFFING QUALIFICATIONS:** Successful Respondent shall:
- 9.1. Ensure that any person performing inspections, testing, or maintenance of the fire apparatus shall meet the qualifications of NFPA 1071 – 2016 edition, (next revision cycle: Fall 2019 – for 2020 revised edition), Standard for Emergency Vehicle Technician Professional Qualifications, or the equivalent;
- 9.2. Ensure that all Respondent's employees shall perform services in a timely, professional, courteous and efficient manner. Respondent's employees shall be knowledgeable in the product lines and be able to assist with all service requests;
- 9.3. Bear all responsibility for continuous staffing and 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;
- 9.4. Be required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services described herein.
10. **PRICING:** Unit prices quoted shall remain firm for the term of the Contract and shall not include federal or state sales, excise, and use tax. The unit prices shall be the complete price and shall be inclusive of delivery, overhead costs, payroll costs, transportation charges and any other costs. Separate delivery, fuel surcharges, or other costs and fees will not be permitted.
11. **ADDITIONAL INFORMATION REQUESTED:**
- Contract Information:** Respondent shall provide information of any current established contract with a local City, County, Municipality, Cooperative Agreement, Comptroller of Public Accounts (CPA) Texas Smart Buy Contract, Texas Multiple Award Schedule (TXMAS), Inter-local Agreement, General Services Administration (GSA) Contract or any other contractual resource.

City of Round Rock
Fire Apparatus Testing Services
IFB No. 15-003
Class/Item: 962-43 / 928-87
November 2015

12. **DAMAGE:** The Vendor shall hold sole responsibility for any damages to the City's equipment or property, the workplace and its contents due to, work, negligence in work, personnel and equipment. The Vendor shall be responsible and liable for the safety; injury and health of its working personnel while its employees are performing service work.

PART III

SCHEDULE AND RESPONSE INSTRUCTIONS

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

EVENT	DATE
Solicitation released	November 24, 2014
Deadline for submission of questions	December 9, 2014 @ 5:00 PM, CST
City responses to questions or addendums	December 12, 2014 @ 5:00 PM, CST
Deadline for submission of responses	December 16, 2014 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST to the Purchaser identified in Part I, Section 4, 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 <http://www.roundrocktexas.gov/bids> and the State of Texas Electronic State Business Daily (ESBD) at <http://esbd.cpa.state.tx.us/>.

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website and the ESBD.

2. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> and/or the ESBD at <http://esbd.cpa.state.tx.us/> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
3. **RESPONSE DUE DATE:** Signed and sealed responses are due on or before December 16, 2014 at 3:00 PM CST, as noted above, to the Purchasing Department. Mail or hand deliver sealed responses to:

City of Round Rock
Attn: Deborah Knutson, CPPB
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299

- 3.1 Responses received after this time and date shall not be considered.
- 3.2 Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".
- 3.3 Facsimile or electronically transmitted responses are not acceptable.
- 3.4 Late responses will be returned to Respondent unopened if return address is provided.
- 3.5 Responses cannot be altered or amended after opening.

- 3.6 No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - 3.7 The City will not be bound by any oral statement or offer made contrary to the written specifications.
 - 3.8 Copies of Certifications / Licenses shall be provided at the Respondent's expense, and shall become the property of the City.
4. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:
- 4.1 Purchase price;
 - 4.2 Reputation of Respondent and of Respondent's goods and services;
 - 4.3 Quality of the Respondent's goods and services;
 - 4.4 The extent to which the goods and services meet the City's needs;
 - 4.5 Respondent's past performance with the City;
 - 4.6 The total long-term cost to the City to acquire the Respondent's goods or services;
 - 4.7 Any relevant criteria specifically listed in the solicitation.
- Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information to clarify.
5. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.roundrocktexas.gov/bids> and the State of Texas Electronic State Business Daily (ESBD) at <http://esbd.cpa.state.tx.us>.
6. **POST AWARD MEETING:** The City and Respondent may have a post award meeting to discuss, but not be limited to the following:
- 6.1 The method to provide a smooth and orderly transition of services performed from the current contractor;
 - 6.2 Provide City contact(s) information for implementation of agreement;
 - 6.3 Identify specific milestones, goals and strategies to meet objectives.
7. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.
8. **INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK):** Other governmental entities may be extended the opportunity to purchase off of the City's agreements, with the consent and agreement

of the awarded Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Respondent's submittal. However, all parties indicate their understanding and hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

PART IV

RESPONSE REQUIREMENTS

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

Respondents shall submit one (1) evident signed "Original" and three (3) copies of the response requirements including any required attachments. The samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

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

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

1. **Attachment A:** Responses shall be submitted on itemized, signed Bid Sheet provided herein. Failure to itemize or sign solicitation may result in disqualification. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.
2. **Attachment B:** Provide the name, address, telephone number and **E-MAIL** of at least three (3) Municipal, Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.
3. Any certifications, licenses or memberships to professional associations including but not limited to Fire Apparatus testing/inspections or other specialized licenses or certifications.

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

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

PART V

CONFIDENTIALITY OF CONTENT

1. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
 - 1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that

section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

- 1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

PART VI

GENERAL TERMS AND CONDITIONS / INSURANCE REQUIREMENTS

(ITEMS BELOW APPLY TO AND BECOME A PART OF THE CONTRACT)

1. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth by the Insurance Requirements as identified on the City's website at: <http://www.roundrocktexas.gov/bids>.
2. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes. The City's Definitions, Terms and Conditions can be obtained from the City's website <http://www.roundrocktexas.gov/bids>.
 - 2.1. Any acceptance to or additional terms and conditions attached to the response will not be considered unless Respondent specifically references them on the front of the Solicitation Document. **WARNING:** Exception to or additional terms and conditions may result in disqualification of the response.
3. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
 - 3.1 There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - 3.2 The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - 3.3 There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
 - 3.4 The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

City of Round Rock
Fire Apparatus Testing Services
IFB No. 15-003
Class/Item: 962-43 / 928-87
November 2015

ATTACHMENT A: BID FORM
PURCHASING DEPARTMENT
221 E. Main Street • Round Rock, Texas 78664-5299

SOLICITATION INFORMATION	Solicitation Number: #15-003 Solicitation Name: Fire Apparatus Testing Services Opening Date: December 16, 2014 Opening Time: On or Before 3:00 PM CST Opening Location: City of Round Rock City Hall 221 E. Main Street Round Rock, TX 78664	RESPONDENT INFORMATION	Tax ID Number: <u>26-3946759</u> Business Name: <u>FIRE ONE INC</u> Address: <u>740R BURMONT Rd.</u> Address: <u>DREXEL HILL PA 19026</u> Contact: <u>Jim Glatts</u> Telephone: <u>610.789.2188</u> E-mail: <u>Jimglatts@fire-one.com</u> Website: <u>fire-one.com</u>
---------------------------------	--	-------------------------------	---

How did you hear about this solicitation?	Newspaper	City's Website	<u>E-mail Announcement</u>	ESBD	Other
---	-----------	----------------	----------------------------	------	-------

Is this your 1st time responding to the City?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Are you registered with Vendor Central?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	register at: roundrocktexas.gov/vendorcentral
---	---	---	---	---

Item #	Description	Estimated Annual Quantity	Unit Price (See Part II, Section 11)	UOM	Extended Price
1	Fire Apparatus Pump Testing:	13	325-	Each	4225-
2	Fire Apparatus Aerial Ladder Testing:	4	675-	Each	2700-
3	Fire Apparatus Hose Testing: (Sizes range from 1 3/4" to 5")	38,500 ft.	.26	Linear Foot	10,010 -
4	Fire Apparatus Ground Ladder Testing:	914 ft.	1.85	Linear Foot	1690.90

ACKNOWLEDGEMENTS	<p>By the signature hereon affixed, the Respondent hereby certifies that neither the respondent nor the entity represented by the respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business. Further, by signing and submitting this response the Respondent acknowledges:</p> <ul style="list-style-type: none"> That they have read and fully understand the solicitation and accept all terms and conditions set forth herein. The respondent is not currently delinquent in the payment of any debt owed to the City. <p>Sealed response envelope shall be clearly marked with solicitation name, solicitation number and name of responding entity.</p> <p>The agreement or purchase order resulting from this solicitation may qualify for Inter-local or Cooperative Contracting (Piggybacking) per the terms outlined in <u>Part III, Section 8</u> of this solicitation. If applicable, do you agree to "piggyback" purchasing from other governmental agencies?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Response shall include one (1) signed original and three (3) copies of response.</p> <p><u>JAMES E. GLATTS</u> Printed Name</p> <p><u>James E. Glatts</u> Authorized Signature</p> <p><u>12/11/14</u> Date</p> <p><small>Failure to sign response will disqualify response.</small></p>
-------------------------	---

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

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 15-003
RESPONDENT'S NAME: FIRE ONE LLC DATE: 12/11/14

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

1. Company's Name SANDOVAL COUNTY FIRE DEPT
Name of Contact DEPUTY CHIEF JESS LEWIS
Title of Contact DEPUTY CHIEF
E-Mail Address jlewis@sandovalcountynm.gov
Present Address 314 MELISSA RD
City, State, Zip Code BERNALILLO NM 87004
Telephone Number (#####) ##### Fax Number: (#####) #####

2. Company's Name DELRAY BEACH FIRE-RESCUE
Name of Contact KEVIN L. GREEN
Title of Contact ASST. CHIEF
E-Mail Address GREENKE@MYDELRAYBEACH.COM
Present Address 501 WEST ATLANTIC AVE
City, State, Zip Code DELRAY BEACH FL 33444
Telephone Number (#####) ##### Fax Number: (#####) #####

3. Company's Name WEST PALM BEACH FIRE DEPT.
Name of Contact RICK TAYLOR
Title of Contact BATTALION CHIEF
E-Mail Address RTAYLOR@WPB.ORG
Present Address 500 N DIXIE HIGHWAY
City, State, Zip Code WEST PALM BEACH FL 33401
Telephone Number (#####) ##### Fax Number: (#####) #####

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



CITY OF ROUND ROCK, TEXAS
INVITATION FOR BID
FIRE APPARATUS TESTING SERVICES

IFB #: 15-003

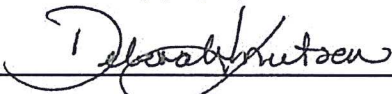
Addendum No. 1

Date: December 12, 2014

Please note the answers to questions, clarifications, revisions or additions to the solicitation referenced above.

1. Q: Will the City of Round Rock allow testing companies to bid on specific portions of the bid? *(For example, is it acceptable to only bid on the aerial, ground ladder and pump portion of the bid?)*
A: No, the City prefers to award to a single company to perform all testing, nor will they be allowed to subcontract any portion of the bid as stated in IFB# 13-003: Fire Apparatus Testing Services, Part II, Section 1 - Scope of Work and Section 5 - Subcontractors.
2. Q: Does the City intend to have non-destructive testing (NDT) performed on the aerial devices?
A: Yes, the City will require NDT to be performed on all aerial devices.
3. Q: If NDT is required, will the City be requiring that the testing companies provide proof of Accreditation to ISO / IEC 17020? *(NFPA 1911 2012 Editions requires that 3rd party testing companies performing non-destructive testing be accredited to the ISO standard mentioned - NFPA 1911 Chapter 19.3)*
A: Yes, the testing company will be required to provide proof of the ISO accreditation. This is a NFPA standard and it is required, in order to certify the test.
4. Q: In addition, if the ISO accreditation is required, will the City be requiring proof of ASNT Level II certification of the technicians performing the NDT work? *(This requirement is listed in Chapter 19 of NFPA 1911 2012 Edition 19.2)*
A: Yes, the City requires this certification from any technician performing the NDT.
5. Q: Would it be possible to schedule two (2) to three (3) weeks in February? *(Normally, because of the test that the Standard requires it should take one (1) day per aerial test. Likewise if you are completing all of the required pump test per vehicle it would warrant more than a week to complete all the work required.)*
A: No, the city will require all testing to be completed within one week, as stated in IFB# 15-003: Fire Apparatus Testing Services, Part II, Section 3.3.
6. Q: Will the City accept accreditation to ISO / IEC 17020 as an alternative to NFPA 1071?
A: No, the ISO accreditation will be used in conjunction with NFPA 1071 covering the EVT and roles they play. (Covered in NFPA 1911)

Approved by


Deborah Knutson, CPPB, Purchaser for the City of Round Rock

By the signature affixed below, Addendum No. 1 is hereby incorporated into and made a part of the above referenced solicitation.

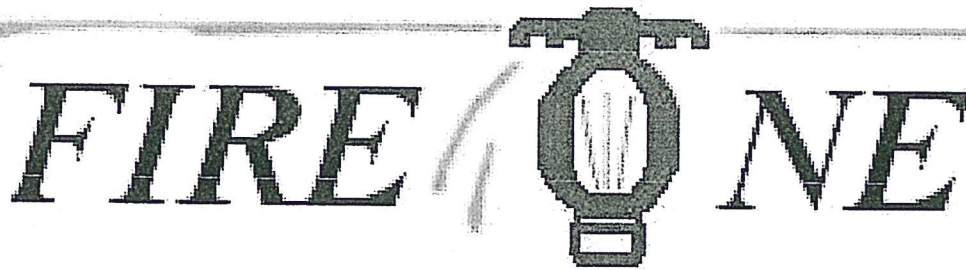
Vendor

Authorized Signature

Date

RETURN ONE (1) SIGNED COPY OF THIS ADDENDUM WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.

EXHIBIT "A"



December 2, 2014

City of Round Rock
Attn: Deborah Knutson, CPPB
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299

Subject: 2015 Quotation for Fire Equipment Testing

Dear Deborah:

Thank you for your email regarding fire hose, fire pump, ground ladder and aerial device testing for the City of Round Rock Fire Department. This letter confirms our 2015 through 2018 price quote to you. FireOne uses no sub-contractors.

FireOne is in the business of testing fire department apparatus pumps, fire hose, aerial devices and ground ladders. Our technicians do all of the work right at your fire stations with our own equipment including a mobile pump testing system. FireOne is an independent testing agency and NFPA Standards are followed for all work.

Fire hose is tested for 26 cents per foot regardless of diameter, and includes all hose removed, tested using our hydrostatic test machines, labeled and re-packed on your apparatus. A detailed report is then prepared. All work follows NFPA hose standards including NFPA 1962, *Standard for the Care, Use, Inspection, Service Testing, and Replacement of Fire Hose, Couplings, Nozzles, and Fire Hose Appliances, 2013 Edition*. FireOne technicians do all of the work.

Apparatus fire pumps are tested in your fire station parking lot using our portable pump test system for \$325 per pump test. Testing follows NFPA Standard 1911, *Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus, 2012 Edition*, Chapter 18. Detailed reports are prepared with the results of all testing.

Ground ladders are tested for 1.85 per foot and includes cleaning, inspecting and testing per the manufacturer's instructions and NFPA 1932, *Standard on Use, Maintenance, and Service Testing of In-Service Fire Department Ground Ladders, 2015 Edition*. Our price includes new heat sensor and safety labels installed on all ladders that pass and that need new labels.

Aerial devices are tested for \$675 per device, including non-destructive testing, and hydraulic oil analysis. Aerial device testing follows NFPA Standard 1911, *Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus, 2012 Edition*, Chapter 19. Detailed reports are prepared with the results of all testing. All work is completed by an EVT certified, factory trained mechanical engineer.

610-789-2188

www.Fire-One.com

P.O. Box 1040
Drexel Hill, PA 19026

EXHIBIT "A"

City of Round Rock
Attn: Deborah Knutson, CPPB
December 2, 2014
Page 2

Completion of these important annual tests shows that all apparatus and equipment is in good working order. Your fire department members, your community, Risk Management, the ISO and NFPA 1500 will all benefit from successful completion of this important work.

Again, thank you for your email and we look forward to again coming to the City of Round Rock. Please feel free to call if there are any questions or if you would like to discuss this further.

Very truly yours,



Jim Glatts

'Our 24th Year'

www.Fire-One.com

EXHIBIT "A"