

EXHIBIT
"A"

**CITY OF ROUND ROCK AGREEMENT
FOR PURCHASE OF
PUBLIC SAFETY AND FIREHOUSE SUPPLIES AND EQUIPMENT
WITH
METRO FIRE APPARATUS SPECIALISTS, INC.**

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

This Agreement is for the purchase of public safety and firehouse supplies and equipment, and is referred to herein as the "Agreement." This Agreement is made and entered into on this the ____ day of the month of _____, 2019, 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 METRO FIRE APPARATUS SPECIALISTS, INC., whose offices are located at 1745 Parana Drive, Houston, Texas 77080, referred to herein as "Vendor." This Agreement supersedes and replaces any previous agreement between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase public safety and firehouse supplies and equipment, and City desires to obtain said goods from Vendor; and

WHEREAS, City is a member of the Buy Board Cooperative Purchasing Program ("Buy Board") and Vendor is an approved Buy Board vendor through Buy Board Contract #524-17; and

WHEREAS, City desires to purchase certain goods and services from Vendor through Buy Board 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 receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1.0 DEFINITIONS

- A. **Agreement** means the binding legal contract between City and Vendor whereby City agrees to obtain specified goods and Vendor is obligated to provide specified goods. This Agreement includes any exhibits, addenda, and/or amendments thereto.
- 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. **Goods** mean the specified supplies, materials, commodities, or equipment.
- E. **Vendor** means GT Distributors, Inc., or any successors or assigns.

2.0 EFFECTIVE DATE; TERM

- 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. This Agreement shall expire on March 31, 2020.

3.0 SCOPE OF WORK

- A. The goods and related services which are the subject matter of this Agreement are described generally in the attached Exhibit "A."
- B. This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.
- C. Vendor shall satisfactorily provide all deliverables and services described in Exhibit "A" within the contract term specified. A change in the Scope of Services or any term of this Agreement, including bonding requirements, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

4.0 COSTS

- A. City agrees to pay for goods and related services during the term of this Agreement at the pricing set forth in Exhibit "A."
- B. The City shall is authorized to pay the Services Provider an amount not-to-exceed **One Hundred Thousand and No/100 Dollars (\$100,000.00)** for the term of this Agreement.

5.0 INVOICES

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

1. Name and address of Vendor;
2. Purchase Order Number;
3. Description and quantity of items received; and
4. Delivery dates.

6.0 NON-APPROPRIATION AND FISCAL FUNDING

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

7.0 PROMPT PAYMENT POLICY

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

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

8.0 GRATUITIES AND BRIBES

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

9.0 TAXES

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

10.0 INSURANCE

Vendor shall meet all City of Round Rock insurance requirements set forth at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

11.0 CITY'S REPRESENTATIVE

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

Chief Robert Isbell
Fire Department
203 Commerce Boulevard
Round Rock, TX 78665
(512) 218-6630
risbell@roundrocktexas.gov

12.0 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City acquiring the specified goods elsewhere.

Vendor shall be declared in default of this Agreement if it does any of the following and fails to cure the issue within thirty (30) days of receipt of written notice:

A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;

B. Becomes insolvent or seeks relief under the bankruptcy laws of the United States, and is unable to perform its material obligations under the Agreement.

13.0 TERMINATION AND SUSPENSION

A. In the event of any uncured default by either party, the non-defaulting party has the right to terminate the affected portions of this Agreement for cause, upon ten (10) days' written notice to the defaulting party following the cure period.

B. In the event City terminates under this section, the following shall apply: Upon the effective date of the termination, Vendor shall discontinue performance of the affected Services and will schedule the removal of the affected Equipment. The City will be responsible only for amounts due and owing for the terminated affected Services and affected Equipment up through the date of termination.

14.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

B. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

15.0 ASSIGNMENT AND DELEGATION

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

16.0 NOTICES

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

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

Notice to Vendor:

Metro Fire Apparatus Specialists, Inc.
1745 Parana Drive
Houston, Texas 77080

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

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

17.0 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

18.0 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

19.0 DISPUTE RESOLUTION

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

20.0 SEVERABILITY

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

21.0 MISCELLANEOUS PROVISIONS

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

B. Time is of the Essence. The parties agree that, from time to time, certain unique transactions may have special requirements relative to timing and, accordingly, the parties will identify those transactions and exercise best efforts to accomplish those transactions within the stated timeframe. Other timing requirements will be met in a commercially reasonable manner. Where damage is caused to City due to Vendor's failure to perform in the special timing requirement circumstances, and subject to the Limitation of Liability provision in the Exhibit "A" (SSA), City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

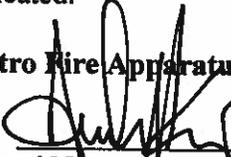
C. Binding Agreement. This Agreement shall extend to and be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns.

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

[Signatures on the following page.]

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

Metro Fire Apparatus Specialists, Inc.

By: 
Printed Name: ANDY KING
Title: OPS MGR
Date Signed: 5/8/19

City of Round Rock, Texas

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

For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Exhibit "A"

City of Round Rock, Texas

Price Sheet

Metro Fire Apparatus Specialists, Inc

BuyBoard Contract 524-17

The City of Round Rock would like to enter into a contract with Metro Fire Apparatus Specialists, Inc per the terms of the BuyBoard Contract 524-17. They City intends to purchase from this contract Public Safety and Firehouse Supplies and Equipment in an amount not to exceed \$100,000.

Contract Term: Effective from the date of execution and will expire on 03/31/2020, per the terms of the BuyBoard Contract No. 524-17. The City may order more or less than the estimated quantities listed below

Special Instructions: Complete pricing below.

Line #	Product Number	Product Description	Estimated Quantity	Unit Cost (per Buy Board)	Total Cost
1	TFT-AB1ST-NX	BALL INTAKE VALVE 5" STORZ RIGID X 6" NH FEMALE ALUMINUM BODY, STAINLESS BALL HARDCOAT ANODIZED, PRV STANDARD POWDER COATED, MAX PSI 250	2	\$ 1,690.15	\$ 3,380.30
2	TFT-AYNJ-NJ	2.5" GATED WYE 2.5" ROCKER FEMALE X (2) 2.5" MALE RIGID	2	\$ 373.45	\$ 746.90
3	TFT-J25G200F	LINE PITOT PRESSURE GAUGE W/ FIXED 2.5" OUTLET SWIVEL 2.5" INLET	2	\$ 308.00	\$ 616.00
4	TFT-XXC-52	BLITZFIRE COMBINATION PACKAGE FLOW RANGE UP TO 500 GPM ELEVATION FROM 10 AND 50 DEGREES ABOVE HORIZONTAL HORIZONTAL ROTATION 20 DEGREES	2	\$ 3,692.15	\$ 7,384.30

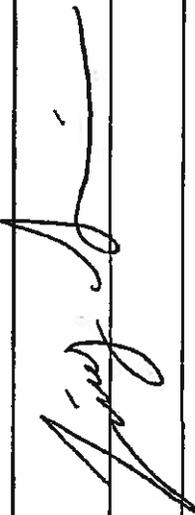
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5	PAR-22-890900G2	DUAL DEADMAN ALB CONTROLLER G2	2	\$	704.01	\$	1,408.02
6	PAR-22-895401G2	PISTON TYPE REGULATOR G2	2	\$	611.01	\$	1,222.02
7	PAR-22-79HA10K	HYDRAFUSION STRUT 10 KIT INCLUDES STRUT, HAND PUMP AND 10 FT HOSE	2	\$	322.89	\$	645.78
8	HOL-158.181.011	HRS22 RAM SUPPORT	2	\$	343.38	\$	686.76
9	HOL-158.572.125	HOSE CORE 32 ORANGE	2	\$	913.26	\$	1,826.52
10	HOL-158.572.128	HOSE CORE 32 BLUE	2	\$	913.26	\$	1,826.52
11	HOL-158.012.163	CU 5050i CUTTER CORE MAX FORCE 312,260 LBS SPREAD OPENING 7.2 INCH WEIGHT 35.7 LBS	2	\$	6,890.88	\$	13,781.76
12	HOL-158.012.165	SP 5240 SPREADER CORE MAX FORCE 62947 LBS SPREAD 28.5 INCH 28.5 LBS	2	\$	7,760.00	\$	15,520.00
13	HOL-158.032.030	TR 5340 LP SHORT TELESCOPIC RAM WITH LASER	2	\$	4,704.50	\$	9,409.00
14	HOL-158.032.031	TR 5350 LP TELESCOPIC RAM 5000 SERIES RAM WITH LASER	2	\$	5,713.30	\$	11,426.60

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15	TFT-AB1ST-NX	BALL INTAKE VALVE 5" STORZ RIGID X 6" NH FEMALE ALUMINUM BODY, STAINLESS BALL HARDCOAT ANODIZED, PRV STANDARD POWDER COATED, MAX PSI 250	2	\$	1,690.15	\$	3,380.30
16	HOL-150.181.011	HRS 22 RAM SUPPORT	2	\$	343.38	\$	686.76
17	BUL-QXTBUNDLE-RED	Bullard QXT Thermal Imager Camera includes charger and 5 yr warranty	6	\$	7,764.57	\$	46,587.42
18	HOL-150.062.158	V Strut Rescue Strut	2	\$	1,023.35	\$	2,046.70
<p>Information Only: The City of Round Rock reserves the right to order other products from Metro Fire Apparatus Specialists as specified in your BuyBoard Contract #524-17.</p> <p>Company Name: Metro Fire Apparatus Specialists, Inc. BuyBoard Contract #524-17</p>							

Exhibit "A"

Signature of Authorized Representative: 

Printed Name: Jimmy Girvan

Phone Number: 512-663-2911

Email Address: jgirvan@mfas.com