

EXHIBIT

"A"

**CITY OF ROUND ROCK
AGREEMENT FOR
FIRE SUPPRESSION SYSTEM
REPAIR, MAINTENANCE, PARTS AND INSTALLATION
WITH
FIRE KING, LLC**

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

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§

KNOW ALL BY THESE PRESENTS:

THAT THIS Agreement for purchase of goods and services related to fire suppression system repair, maintenance, parts and installation (referred to herein as the "Agreement"), is made and entered into on this the 18th day of the month of July, 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 FIRE KING, LLC, whose offices are located at 8906 Wall Street, Suite 603, Austin, Texas 78754 (referred to herein as the "Vendor").

RECITALS:

WHEREAS, City desires to purchase goods and services related to fire suppression system repair, maintenance, parts and installation, and City desires to procure same from Vendor; 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 Vendor; 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 Vendor whereby City is obligated to buy specified goods and/or services and Vendor is obligated to sell said goods and/or services. The Agreement includes the following: (a) City's Invitation for Bid, designated Solicitation Number 19-016, dated February 2019; (b) Vendor's Response to the IFB;

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(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) Vendor'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; 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 as provided herein.

B. The term of this Agreement is for sixty months (60) months from the effective date hereof. 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 Vendor to supply the goods and services as outlined in the IFB and Response to IFB submitted by Vendor, all as specified in Exhibit "A," attached hereto and incorporated herein by reference for all purposes. The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and as offered by Vendor in its Response to the IFB.

The goods and 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 DUAL PROVIDERS

The parties specifically acknowledge and agree that Vendor shall be considered as one of the two (2) providers for specified goods and services set forth in the Contract Documents. Vendor specifically further acknowledges and agrees that this Agreement is not an exclusive Agreement. City may, in its sole and unfettered discretion, elect to use either Vendor or the other dual provider in whatever order it deems to be the “best value” for the City. City is not obligated to use or purchase any estimated annual quantity of goods or services, and no guarantee is made of any minimum or maximum purchase.

5.01 ITEMS AWARDED; SCOPE OF WORK

A. All bid items listed on “Attachment A – Bid Sheet” in Exhibit “A” are awarded to Vendor.

B. For purposes of this Agreement, City has issued documents delineating the required services (specifically Invitation for Bid Solicitation Number 19-016 dated February 2019). Vendor has issued its response agreeing to provide all such required goods and services in all specified particulars. All such referenced documents are included in Exhibit “A.” 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.

C. Vendor shall satisfactorily provide all goods and services described under the attached exhibits within the contract term specified in Section 2.01. Vendor’s undertakings shall be limited to providing goods and services for the City and/or advising City concerning those matters on which Vendor has been specifically engaged. Vendor shall provide said goods and 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.

6.01 COSTS

A. Only if, as, and when needed by City, the bid costs listed on Attachment A – Bid Sheet of Exhibit “A,” which are specifically relevant to the referenced bid items, shall be the basis of any charges collected by Vendor.

B. Vendor specifically acknowledges and agrees that City is not obligated to purchase any quantity of goods or services, and City may not expend in excess of **Thirty Thousand and No/100 Dollars (\$30,000.00) per year** for Vendor’s goods and/or services combined with the dual provider’s goods and/or services for a total not to exceed amount of **One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00)** for the term of this Agreement.

7.01 INVOICES

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

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- C. Delivery or performance dates.

8.01 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.

9.01 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 goods or 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.

10.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor 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 provision of goods or 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. 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); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Vendor, 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 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
- 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.

11.01 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.

12.01 TAXES

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

13.01 ORDERS PLACED WITH ALTERNATE VENDORS

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

14.01 INSURANCE

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

15.01 CITY'S REPRESENTATIVE

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

Chad McDowell
General Services Director
212 Commerce Cove
Round Rock, Texas 78664
(512) 341-3191
cmcdowell@roundrocktexas.gov

16.01 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.

17.01 DEFAULT

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

Vendor 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.

18.01 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 Vendor.

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

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

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

19.01 INDEMNIFICATION

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

20.01 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 and/or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) 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 at any term of this Agreement.

21.01 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.

22.01 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 Vendor:

Fire King, LLC
8906 Wall Street, Suite 603
Austin, Texas 78754

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 Vendor.

23.01 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.

24.01 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, duly authorized by action of the City Manager or City Council.

25.01 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.

26.01 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.

27.01 MISCELLANEOUS PROVISIONS

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.

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor 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 Vendor'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 Vendor 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 Vendor 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 King, LLC

By: _____
Printed Name: Vincent King
Title: President
Date Signed: 7-18-15



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

INVITATION FOR BID (IFB)

FIRE SUPPRESSION SYSTEMS

SOLICITATION NUMBER IFB. NO 19-016

FEBRUARY 2019

Exhibit "A"

**Fire Suppression Systems
PART I
GENERAL REQUIREMENTS**

1. **PURPOSE:** The City intends to purchase products and services needed for fire suppression system repair, maintenance, parts, and installation. The contract shall not exceed \$30,000 per year for five (5) years for a not to exceed amount of \$150,000.
2. **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 – Specifications	Page(s) 10-11
Attachment A – Bid Sheet	Page 12
Attachment B – Reference Sheet	Page 13
Attachment C – Subcontractor Information Form	Page 14
Attachment D – Fire Suppression Systems	Separate Attachment
Attachment E – List of Buildings and Locations	Separate Attachment
Attachment F – Respondent Questionnaire	Separate Attachment

3. **AUTHORIZED PURCHASING CONTACT:** For questions or clarification of specifications, you may contact:

Oscar Wise, CTCM
Purchaser
Purchasing Division
City of Round Rock
Phone: 512-218-5456
E-mail: owise@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.

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

EVENT	DATE
Solicitation released	February 11, 2019
Deadline for submission of questions	February 22, 2019 @ 5:00 PM, CST
City responses to questions or addendums	February 28, 2019 @ 5:00 PM, CST
Deadline for submission of responses	March 12, 2019 @ 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 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/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:

<http://www.roundrocktexas.gov/bids>.

5. SOLICITATION UPDATES: Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation described herein. Various updates may include addendums, 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.

6. RESPONSE DUE DATE: Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 4 – Schedule of Events. Mail or hand deliver sealed responses to:

**City of Round Rock
Attn: Oscar Wise
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299**

6.1 Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".

6.2 Facsimile or electronically transmitted responses are not acceptable.

6.3 Responses cannot be altered or amended after opening.

6.4 No response can be withdrawn after opening without written approval from the City for an acceptable reason.

6.5 The City will not be bound by any oral statement or offer made contrary to the written specifications.

6.6 Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

7. 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.

Respondent shall submit one (1) evident signed "Original," copy and one (1) identical to the original electronic copy on a flash drive. The submittal is required to include all addendums and requested attachments. The bid response along with samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

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

For your bid to be responsive, addendums and the attachments identified below shall be submitted with your proposal.

- **Addendums:** Addendums may be posted to this solicitation. Bidders are required to submit signed addendums with their sealed response. The Bidder shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation.
 - **Attachment A: BID SHEET:** The bid response shall be submitted on itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the bid sheet will result in disqualification. If there is a conflict between the unit price and extended price, the unit price will take precedence. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.
 - **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 five (5) 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: SUBCONTRACTOR INFORMATION FORM:** Provide a signed copy of the Subcontractor Information Form.
 - **Attachment F: RESPONDENT QUESTIONNAIRE:** Complete the respondent questionnaire and submit with bid packet. Attach additional pages as needed. Failure to complete the respondent questionnaire may result in disqualification.
8. **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:
- 8.1 Purchase price;
 - 8.2 Reputation of Respondent and of Respondent's goods and services;
 - 8.3 Quality of the Respondent's goods and services;
 - 8.4 The extent to which the goods and services meet the City's needs;
 - 8.5 Respondent's past performance with the City;
 - 8.6 The total long-term cost to the City to acquire the Respondent's goods or services;
 - 8.7 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.

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.

- 9.1 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.
- 9.2 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.

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

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, 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. 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, Standard Terms and Conditions can be viewed and downloaded from the City's website at:
<https://www.roundrocktexas.gov/departments/purchasing/>

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/departments/purchasing/>

**PART III
SUPPLEMENTAL TERMS AND CONDITIONS**

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - 1.1 The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - 1.2 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 90 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:
 - 2.1 Be firms, corporations, individuals or partnerships normally engaged in providing Fire Suppression Systems as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - 2.2 Provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools and all associated costs. The City shall not be responsible for any Respondent's tools, equipment or materials lost or damaged during the performance of the services specified herein;
 - 2.3 Have a commercial business location which shall be located within 75 miles of Round Rock Texas.
 - 2.4 Have a legal residence or home office in the United States.
3. **SUBCONTRACTORS :** If Subcontractors will be used the Respondent is required to complete and submit with their bid response Attachment C: Subcontractor Information Form. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractors own acts and omissions. The Contractor shall:
 - 3.1 Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - 3.2 Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Vendor, with the City being named as an additional insured; and
 - 3.3 Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
 - 3.4 Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.
4. **PREVAILING WAGE:** Pursuant to Chapter 2258 of the Texas Government Code, a worker employed on a public work project by a city must be paid: (1) not less than the general prevailing wage rate of per diem wages for work of a similar character in the locality in which the work is performed; and (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work. In accordance with Chapter 2258.022, the City adopted through Resolution No. R-2016-3760 the wage rates set forth by the Texas Workforce Commission for the Austin-Round Rock Area as the general prevailing wage rate for the City's public works contracts. A contractor or subcontractor who is awarded a contract by the City shall pay not less than the rates set forth in Attachment D and comply with all applicable sections of Chapter 2258. See Attachment D-Prevailing Wage Rates.

5. **SAFETY**: The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations. The Respondent shall:
- 5.1 Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules and regulations in the performance of these services;
 - 5.2 Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern;
 - 5.3 Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.
6. **WORKFORCE**: Successful Respondent shall:
- 6.1 Ensure Respondent's employees perform the services in a timely, professional and efficient manner;
 - 6.2 Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee;
 - 6.3 Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
7. **PRICING**: The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes.
8. **PRICE INCREASE**: Contract prices for fire suppression system repairs, maintenance, and parts 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 15% for any single line item.
- 8.1 **Consumer Price Index (CPI)**: Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi/>.
 - 8.2 **Procedure to Request Increase**:
 - 8.2.1. 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 East Main Street
Round Rock, TX 79664-5299**
 - 8.2.2. Upon receipt of the request, the City reserves the right to either, accept the escalation and make change to the purchase order within 30 days of the request, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

9. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondents' performance anytime during the contract term.
10. **ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the 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.
11. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
12. **PERMITS:** The Successful Respondent shall verify and obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified if required for the project.
13. **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>.
14. **POST AWARD MEETING:** The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
 - 14.1 The method to provide a smooth and orderly transition of services performed from the current contractor;
 - 14.2 Provide City contact(s) information for implementation of agreement.
 - 14.3 Identify specific milestones, goals and strategies to meet objectives.
15. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
 - 15.1 **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.
 - 15.2 **The City's designated representative:**

Travis Wilkes
Assistant Director
General Services
Phone: 512-341-3317
E-mail: Twilkes@roundrocktexas.gov
16. **INTERLOCAL PURCHASING AGREEMENTS**
 - 16.1 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 agrees to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
 - 16.2 The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement

**PART IV
SPECIFICATIONS**

1. **Purpose:** The City intends to purchase products and services needed for fire suppression system repair, maintenance, parts, and installation. The contract shall not exceed \$30,000 per year for five (5) years for a not to exceed amount of \$150,000.
2. **Scope of Work-**
 - A. Contractor shall perform all work in accordance with all federal, state and local codes. These include, but are not limited to:
 - i. National Fire Protection Association (NFPA)
 - ii. National Electric Code (NEC)
 - iii. Texas Insurance Code
 - iv. Texas Administrative Code (TAC)
 - B. Contractor is responsible for reviewing the existing conditions and field verifying all existing fire protection devices and systems before submitting their quote for scheduled and unscheduled work, including emergency services and corrective repairs/upgrades.
 - C. Contractor shall submit to the Round Rock Project Manager or designee, a Field Service Report at the conclusion of all work (scheduled and unscheduled) before leaving the site. The report shall be legible and show, in detail, the hours worked, travel time, work performed, parts used, and expenses incurred. The report shall identify and document any issues needing further immediate attention and consequences if left unattended.
 - D. Contractor shall meet with facility management prior to conducting tests or inspections. They should be familiar with site equipment and should be prepared to discuss any risks associated with their work so that the City can prioritize and properly schedule the work.
 - E. Contractor's single point of contact (SPOC) shall coordinate in advance with each designated work site contact in order to minimize disruptions when isolating systems as needed to complete the work.
 - F. Contractor shall verify operation of the Wet and Dry Systems, Pre-Action Systems, Kitchen Hood, Stand Pipes, Waterflow Devices, Tamperers, Pressure Switches, and Fire Extinguishers, Fire Department connection and Hose Connection (this includes Parking Garage and Amphitheater) and all parts and associated equipment in compliance with applicable codes and standards.
 - G. After any testing or repairs, the Contractor shall coordinate with the designated contact and return the system to service in a fully automatic operating mode in accordance with the manufacturer's instructions and applicable codes and standards within 48 hours.
 - H. Contractor shall provide one (1) hardcopy and one (1) digital copy of the test/inspection report documenting any testing, inspections performed, or as built drawings to the work site Project Manager or their designee within 48 hours of the completion of work.
 - I. Contractor shall notify the facility management designee before leaving the site if a system or component of a system is "red-tagged."
 - J. If equipment is red-tagged the Contractor will work proactively with facility management designee to resolve the issue within 72 hours unless otherwise discussed and agreed on.
3. **Work Sites**
 - A. See Attachment E– List of Buildings.

4. **Scheduling**

- A. The regularly scheduled inspections performed for all City of Round Rock Buildings occur in March and April of Each year. Vendor must respond to setting up all inspections within 7 calendar days of being notified of the need. These will include:
 - i. Contractor shall notify Facility Maintenance designee before leaving site.
- B. For unscheduled services, service hours are 24 hours.
 - i. Unscheduled services include emergency services.
 - ii. Emergency service calls will be made by the specific work site Project Manager or their designee.
 - iii. For the purpose of a resulting contract, emergency services are defined as incidents where a system discharges and/or equipment malfunctions.
 - iv. Contractor must respond to and be onsite within two (2) hours of the City designee notifying the Contractor of the service need.
 - v. Contractor staff shall review and assess the situation and prepare a time and materials quote for the required work for review by the work site Project Manager or their designee.
 - vi. Once the work site Project Manager or their designee reviews and signs off on the quote for services, the Contractor is clear to begin work.

Systems subject to emergency services calls include, but are not limited to: Sprinkler Systems and Gaseous Systems.

**ATTACHMENT A
BID SHEET**

1. **ATTACHMENT A – BID SHEET** is posted in Solicitation Documents for IFB No.19-016 Fire Suppression Systems in an Excel format on the City of Round Rock website at:
<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>
 - 1.1 In order to be considered responsive Attachment A- Bid Sheet must be completed, signed by an authorized representative and returned by the deadline for submission of response indicated in Part I Section 4 – Schedule of Events.
 - 1.2 The Respondent, by submitting and signing Attachment A – Bid Sheet, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.
 - 1.3 In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrock.munisselfservice.com/Vendors/default.aspx>.
 - 1.4 By the signature affixed on Attachment A-Bid Sheet, 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."
 - 1.5 The Respondent agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.

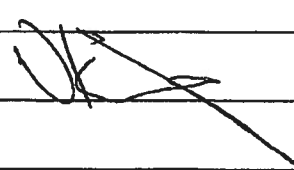
Attachment A- Bid Sheet
Fire Suppression System
IFB-No. 19-016

The Respondent represents by their signature below that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation documents contained in IFB No. 19-016 Fire Suppression Systems. The Respondent acknowledges that he/she has received and read the entire solicitation packet, attachments and all documents incorporated by reference, and agrees to be bound by the terms therein. An anticipated total contract award will be made by the City in an amount not to exceed \$30,000 per year.

Special Instructions: All prices must be quoted in order to be considered responsive. Be advised that exceptions taken to any portion of the solicitation will result in disqualification of the bid.

Cost - Total 60% Points			
No.	Description	Unit	Unit Cost
1	Regular Hourly Labor Rate	Per Hour	\$75.00
2	Overtime Hourly Labor Rate. The overtime rate shall not exceed one and one half times the regular hourly rate.	Per Hour	\$112.50
3	Helper Regular Hourly Labor Rate	Per Hour	\$75.00
4	Helper Overtime Hourly Labor Rate. The overtime rate shall not exceed one and one half times the regular hourly rate.	Per Hour	\$112.50
5	(Information Only) Prices for Material shall be on a cost-plus basis. The Percentage (%) if any, of markup will be:	Percentage Markup	25%
TOTAL:			\$0.00
Attachment F - Respondent Questionnaire- Total 40% Points *10% Points for staff training and development * 5% Points for vehicle and equipment list * 25% Points for company and individual work experience			

COMPANY NAME: FIRE KING LLC

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: VIRGIL KING

PHONE NUMBER: 512-425-0272

EMAIL ADDRESS: virgil.king@firekingllc.com

City of Round Rock
Fire Suppression Systems
IFB No. 19-016
Class/Item: 93609, 93633, 93634
February 2019

**ATTACHMENT B:
REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 19-016
RESPONDENT'S NAME: FIRE KING LLC **DATE:** 3-19/2019

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 TEXAS STATE UNIVERSITY
Name of Contact JAMES FRYE
Title of Contact FIRE MARSHALL
E-Mail Address JF32@TXSTATE.EDU
Present Address 601 UNIVERSITY
City, State, Zip Code SAN MARCOS , TX 78666
Telephone Number (512) 738-0380 Fax Number: ()

2. Company's Name WILLAMSON COUNTY
Name of Contact RANDY MORRIS
Title of Contact FACILITES SUPERVISOR
E-Mail Address DSHEA@WILCO.ORG
Present Address 3101 SE INNER LOOP
City, State, Zip Code GEORGETOWN, TX 8626
Telephone Number (512) 695-8404 Fax Number: ()

3. Company's Name HEWLITT PACKARD
Name of Contact RANDY MORRIS
Title of Contact SITE SUPERVISOR
E-Mail Address RANDY.ISS.MORRISDXC.COM
Present Address 3301 HIBBETTS RD
City, State, Zip Code AUSTIN TX , 78774
Telephone Number (512) 844-4185 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
Fire Suppression Systems
IFB No. 19-016
Class/Item: 93609, 93633, 93634
February 2019

ATTACHMENT C
SUBCONTRACTOR INFORMATION FORM
COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 19-016

RESPONDENT'S NAME: FIRE KING LLC **DATE:** 3/19/2019

• **CIRCLE ONE - NO, I WILL NOT USE SUBCONTRACTORS ON THIS CONTRACT** **NO** ☒

YES, I INTEND TO USE SUBCONTRACTORS ON THIS CONTRACT **YES**

If yes complete the information below

1. Subcontractor Name
Name of Contact _____
E-Mail Address _____
Address _____
City, State, Zip Code _____
Telephone Number () Fax Number: ()
Describe work to be performed _____
Percentage of contract work to be performed %

2. Subcontractor Name
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Address _____
City, State, Zip Code _____
Telephone Number () Fax Number: ()
Describe work to be performed _____
Percentage of contract work to be performed %

• *Add additional pages as needed*

		<u>Fire Alarm</u>	<u>Fire Sprinkler</u>	<u>Backflow Riser Room</u>	<u>Backflow Prevention</u>
Facility Name	Location				
Public Works Bldg	2008 Enterprise				
Building Construction	2008 Enterprise, Bldg. B				
General Services	212 Commerce Blvd				
Streets/WLM/ I&I	910 Luther Peterson Place				
Allen R. Baca Amphitheater	301 W. Bagdad				
Allen R. Baca Senior Center	301 W. Bagdad, Bldg. B	x			
Allen R. Baca Parking Garage	301 W. Bagdad, Bldg. B				
Business Center	231 E. Main Steet	x			
Car Wash Mechanical Room/Fuel Island	Luther Peterson Bus Barn				
City Hall	221 E. Main Steet	x			
City Hall Parking Garage	221 E. Main Steet				
Clay Madsen Recreation Center	1600 Gattis School Road	x			
Central Fire Station (Station Only)	203 Central Blvd.				
Fire Station #2 (Station Only)	200 W. Bagdad Ave.	x			
Fire Station #3 (Station Only)	1991 Rawhide				
Fire Station #4 (Station Only)	3300 Gattis School Rd.				
Fire Station #5 (Station Only)	350 Deep Wood				
Fire Station #6 (Station Only)	2919 Joe DiMaggio	x			
Fire Station #7 (Station Only)	2811 Oakmont	x			
Fire Station #8 (Station Only)	1612 Red bud lane				
Fire Station #9 (Station Only)	2721 Sam Bass Road				
Heritage House	901 Heritage Circle				
Intermodal Parking Garage	300 W. Bagdad				
Kintingham House	2000 South Creek				
Lake Creek	Hwy. 79				
Lake Creek Pool	800 Deer Foot Drive				
Library	219 E. Main Street	x			
McConico Bldg.	301 W. Bagdad Blvd.	x			
Micki Kresbach Pool	301 Deep Wood				
Mult Purpose fields	2001 N. Kenney Fort BLVD.				
Old Settlers Park	Old Settlers & HWY. 79				
PARC Yard	300 S. Burnet Rd.				
Police Dept.	2701 N. Mays	x			
Public Safety Training Facility	2701 N. Mays	x			

Rabb House	151 N. AW Grimes	x			
Recycling Center	310 Deep Wood				
Rock Care Clinic	901 Round Rock Ave., S 300 & 301				
Rock-N-River	3300 Palm Valley Blvd.				
Sports Center	2401 Chisholm Trail	x			
Sports Center, Bldg. B	2401 Chisholm Trail				
Traffic Signals & Signs	2015 Lamar				
Vehicle Maintenance	901 Luther Peterson Place				
VMF, Small Engine Shop	901 Luther Peterson Place, Bldg. B				
Utility Support	5200 N. IH 35				
WTP, Phase III, Phase V, Environmental Lab	5200 N. IH 35				
WTP: Chlorinating Bldg.	5200 N. IH 35	x			

Attachment E – List of Buildings and Locations

Facility Name	Address	Name of Fire System
Public Works Facility	2008 Enterprise Drive, Round Rock, Texas 78664	N/A
Public Works Construction Inspection Building	2008 Enterprise Drive, Round Rock, Texas 78664	N/A
Transportation/Utility Administration	212 Commerce Cove, Round Rock, Texas 78664	N/A
Street/Water Line Maintenance	910 Luther Peterson Place, Round Rock, Texas	N/A
Utility Support	5200 North IH 35, Georgetown, Texas	N/A
Vehicle Maintenance Facility	901 Luther Peterson Place, Round Rock, Texas	N/A
Small Engine Shop	901 Luther Peterson Place, Round Rock, Texas	N/A
Water Treatment Plant Lab	5200 North IH 35, Georgetown, Texas	N/A
Water Plant Phase 3	5200 North IH 35, Georgetown, Texas	N/A
Water Plant Phase 5	5200 North IH 35, Georgetown, Texas	N/A
City Hall	221 E. Main Street, Round Rock, Texas	Silent night Honeywell
Police Facility	2701 North Mays, Round Rock, Texas	EST Quick start
Central Fire Station	203 Commerce, Round Rock, Texas 78664	N/A
Fire Station No. 2	200 W. Bagdad, Round Rock, Texas	EST Quick Start
Fire Station No. 3	1991 Rawhide, Round Rock, Texas	N/A
Fire Station No. 4	1301 Double Creek, Round Rock, Texas	Gamewell Fire Central Panel
Fire Station No. 5	350 Deepwood Drive, Round Rock, Texas	N/A
Fire Station No. 6	2919 Joe DiMaggio Blvd, Round Rock, Texas 78665	EST Quick Start
Fire Station No. 7	2811 Oakmont Blvd, Round Rock Texas 78665	Silent Knight Honeywell
Clay Madsen Recreational Center	1600 Gattis School Road	EST GE
RABB House	2009 E. Palm Valley Blvd,	EST MS 9090UD

Attachment E – List of Buildings and Locations

Kintingham Park House	Round Rock, Texas 1000 S. Creek Drive, Round Rock, Texas	N/A
Facility Maintenance/Streets	2015 Lamar Drive, Round Rock, Texas 78664	N/A
McConico	301 W. Bagdad Blvd, Round Rock, Texas	EFP200
PARD Yard	300 S. Burnet, Round Rock, Texas	N/A
Meter Readers	5200 IH 35, Georgetown, Texas	N/A
Chlorinating Building	5200 IH 35, Georgetown, Texas	GameWell
Allen R. Baca Senior Center Building 2	301 W. Bagdad, Round Rock, Texas	EST
Allen R. Baca Parking Garage	301 W. Bagdad, Round Rock, Texas	N/A
City Hall Parking Garage	221 E. Main Street, Round Rock, Texas	N/A
High Service Building at Water Treatment Plant	5200 IH 35, Georgetown, Texas	N/A
Amphitheater	Same as Baca location	N/A
Car Wash Area		N/A
Rock N River	3300 Palm Valley Blvd, Round Rock, Texas	N/A
Training Facility	2701 N. Mays, Round Rock	Silent Knight
Library	216 Main St. Round Rock	Honeywell
Fire Station 8	1612 Red Bud Ln., Round Rock	Gamewell
Multi Purposes fields	2001 Kenny Fort Blvd., Round Rock	Gamewell
Sports Center	2400 Chisholm Trail, Round Rock	EST

Exhibit "A"

City of Round Rock
Fire Suppression Systems
IFB No. 19-016
Class/Item: 936-09/936-33/936-34
February 2019

**ATTACHMENT F
RESPONDENT QUESTIONNAIRE
40% Points
Must Return this Form**

Name of Business:	Fire King LLC
Physical Address of Headquarters (HQ):	8906 Wall Street Austin, TX 78754 ste 603
Physical Address of Serving Branch: (if different address from HQ)	

1. On a separate sheet of paper describe training and development provided to staff. **(10 points)**.
2. EQUIPMENT LIST: Attach a separate sheet of paper that describes the type of vehicles and equipment that will be used to support this contract. **(5 Points)**
3. Number of full-time employees that are eligible to work on City of Round Rock projects:

Number of Employees:	25
----------------------	----

4. How many years has your company been in the Fire Suppression Business?

Number of years in the Fire Suppression business:	5 years
---	---------

5. EXPERIENCE: On a separate sheet of paper describe relevant company and individual experience for the personnel who will be actively engaged in the performance of this contract. **(25 Points)**
 - Company work experience: Describe recent company work experience (2 years or less) for at least 2 commercial contracts for Fire Suppression Services.
 - Individual Work Experience- include the resume for lead personnel as well as supporting documentation as applicable; such as certifications, licenses and years of experience.

FIRE KING

"OUR BUSINESS IS PROTECTING YOURS"

TEXAS SCR-G-1899691, ACR-1899690, ECR-1899694

All Fire King employees are afforded the highest level of training, certification, licensure, and professional development in the industry.

As a company, Fire King enjoys membership in NFPA, ASFA, and AFAME. These organizations provide numerous continuing education opportunities annually for our staff in every discipline.

All Fire King field technicians are NICET certified, TCEQ licensed, and / or licensed by the Texas State Fire Marshal's Office as necessary. Every employee has received OSHA 10 training, as well as CPR, AED, and First Aid training.

At Fire King, we believe that a well educated, well trained, and fully equipped workforce is paramount to providing superb service to our customers.

FIRE KING, LLC.
Phone: 512-425-0272

Exhibit "A"

Fire King Equipment List

Vehicles

- Chevrolet Colorado (2)
- Chevrolet 2500 Service Body (3)
- Chevrolet Silverado (3)

Inspection Equipment

- Flow Meters
- Hydrant gauges
- Hose Monsters
- Fire Hoses
- Ladders
- Pitot Tube
- Heat sensor
- Smoke & Heat Solo Test Kits
- Building Reports
- Spanner Wrenches
- Tags
- Backflow Test Kit

Service Equipment

- Power Machine

- **Mini-excavator**
- **Skid Steer**
- **Cut-off Saw**
- **Cordless Drills**
- **All employees have hand tools and are equipped to carry out emergency repairs in order to return Fire System back to operational.**
- **Employees are provided PPE and are OSHA certified to assure a safe working environment**

FIRE KING

"OUR BUSINESS IS PROTECTING YOURS"

TEXAS SCR-G-1899691, ACR-1899690, ECR-1899694

State of Texas

Fire King, LLC currently provides service, inspection, and maintenance of fire protection systems for the State of Texas at the historic Texas State Capitol.

This contract provides unique challenges due to the historical nature of the facility, and the preeminent need to protect the rich heritage it embodies.

Inspection, testing, and maintenance is provided in a manner consistent with the requirements set forth in 2016 NFPA 25.

Williamson County

Fire King currently is contracted to provide inspection, testing, and maintenance of fire protection systems to Williamson County for all county facilities.

Inspection, testing, and maintenance is provided in a manner consistent with the requirements set forth in 2016 NFPA 25.

Texas State University

Fire King currently is contracted to provide inspection, testing, and maintenance of fire protection systems to Texas State University.

Inspection, testing, and maintenance is provided in a manner consistent with the requirements set forth in 2016 NFPA 25.

Hutto City Hall

Fire King designed, engineered, and installed the fire protection system for Hutto City Hall in 2018.

FIRE KING, LLC.
Phone: 512-425-0272

Exhibit "A"

FIRE KING

"OUR BUSINESS IS PROTECTING YOURS"

TEXAS SCR-G-1899691, ACR-1899690, ECR-1899694

Garey Park

Fire King designed, engineered, and installed the fire protection systems for the Garey Park facility in Georgetown.

FIRE KING, LLC.
Phone: 512-425-0272

Exhibit "A"

Tommy King

Current Position: Service and Inspections

Location: Central Texas

Qualifications for Service on this Project: Tommy Has 21 years in the fire sprinkler and suppression industry. He is NICET level II in testing water-based systems and is currently a registered REM-I for the state of Texas. He is also licensed in Class A Suppression Systems and holds a FEL-A. Other qualifications consist of Certified Backflow Tester, OSHA 10, and trained in Ansul Kitchen Hoods.

Recent Significant Projects

- City Of Round Rock
- St. David's Medical – Austin
- VA- Austin
- Texas State – San Marcos
- Hewlett Packard – Austin
- Scott and White Round Rock
- Smithville ISD
- Texas Luminate – Rockdale
- Travis County – Austin
- Williamson County
- State Capital

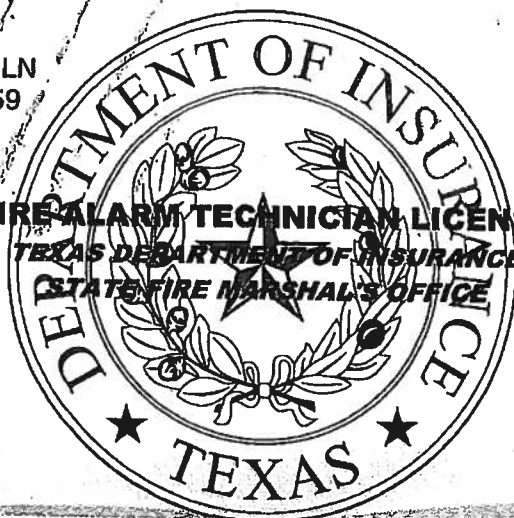
Issued To:

King, Thomas Wayne
406 S HUNTING LODGE LN
BASTROP TX 78602-4159

License Number
FAL-1813271
Expiration Date: 02-15-2020
EFFECTIVE DATE: 02-15-2013

FIRE ALARM TECHNICIAN LICENSE

TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE



DATE ISSUED: July 18, 2018

Chris Connealy

Chris Connealy, State Fire Marshal

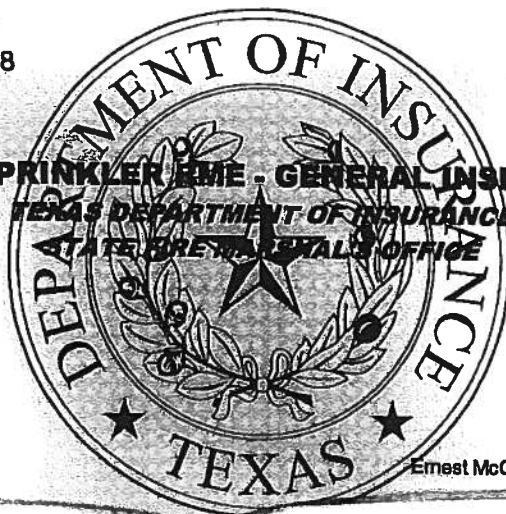
Issued To:

King, Thomas Wayne
245 FLAMING OAK DR
BASTROP TX 78602-3608

License Number
RME-I-1707366
Expiration Date: 09-13-2020
EFFECTIVE DATE: 09-13-2011

FIRE SPRINKLER RME - GENERAL INSPECTOR

TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE



DATE ISSUED: August 15, 2018

Ernest McCloud

Ernest McCloud, Assistant State Fire Marshal

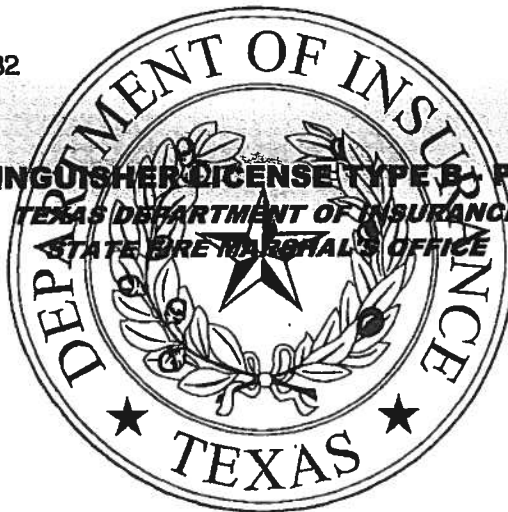
Issued To:

King, Cameron
255 S KAUFFMAN RD
BASTROP TX 78602-3282

License Number
FEL-B-2319150
Expiration Date: 07-25-2019
EFFECTIVE DATE: 07-25-2018

FIRE EXTINGUISHER LICENSE TYPE B - PORTABLES

TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE



DATE ISSUED: July 25, 2018

Chris Connealy

Chris Connealy, State Fire Marshal

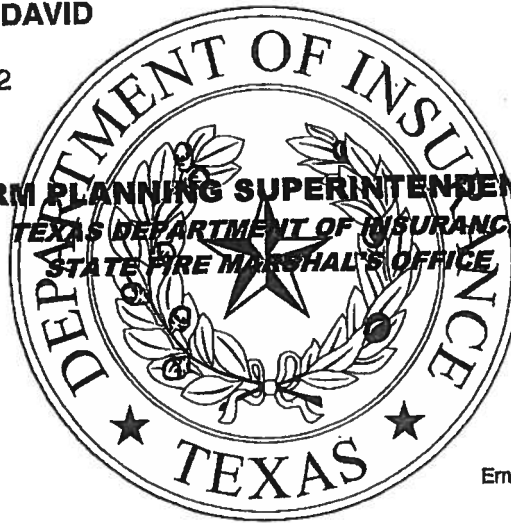
Issued To:

MCMILLEN, RUSSELL DAVID
121 LAKE VIEW DR
CEDAR CREEK TX 78612

License Number
APS-1863264

Expiration Date: 10-24-2020
EFFECTIVE DATE: 10-24-2013

FIRE ALARM PLANNING SUPERINTENDENT LICENSE
TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE



DATE ISSUED: August 30, 2018


Ernest McCloud, Assistant State Fire Marshal

Issued To:

KOSLAN, JESSE LEE
401 WILLIS ST
GRANGER TX 76530

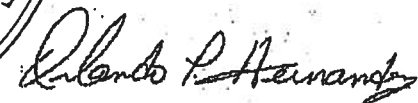
License Number
FAL-4129

Expiration Date: 08-15-2019
EFFECTIVE DATE: 08-15-1998

FIRE ALARM TECHNICIAN LICENSE
TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE



DATE ISSUED: January 25, 2019


Orlando P. Hernandez, State Fire Marshal

SF081/01

Issued To:

King, Charles Franklin
1670 FM 619
ELGIN TX 78621-6411

License Number

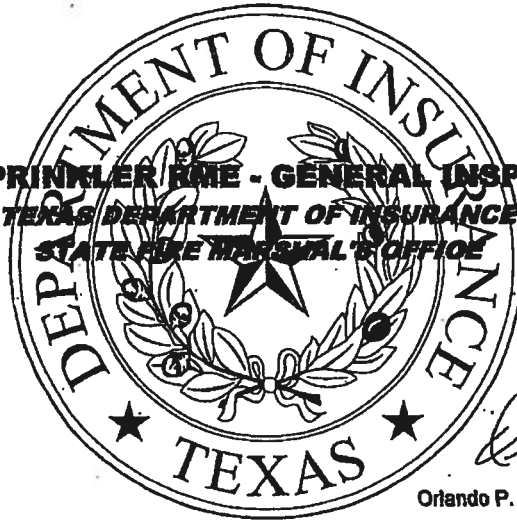
RME-I-2370615

Expiration Date: **01-10-2020**

EFFECTIVE DATE: 01-10-2019

FIRE SPRINKLER RME - GENERAL INSPECTOR

TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE



January 10, 2019

Orlando P. Hernandez

Orlando P. Hernandez, State Fire Marshal

SF08

Registered Location(s):

8906 WALL ST STE 603

AUSTIN TX 78754-4545

Registration Number

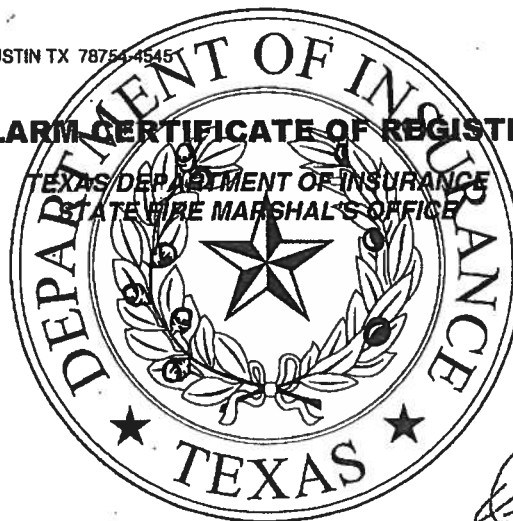
ACR-1899690

Expiration Date: **02-28-2021**

EFFECTIVE DATE: 02-28-2014

FIRE ALARM CERTIFICATE OF REGISTRATION

TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE



Issued To:

Fire King LLC

DATE ISSUED: February 26, 2019

Orlando P. Hernandez

Orlando P. Hernandez, State Fire Marshal

Exhibit "A"

Registered Location(s):
8906 WALL ST STE 603
AUSTIN TX 78754-4545


Registration Number
SCR-G-1899691
Expiration Date: 02-28-2021
EFFECTIVE DATE: 02-28-2014

FIRE SPRINKLER CERTIFICATE OF REGISTRATION-GENERAL



Issued To:
Fire King LLC

DATE ISSUED: March 6, 2019


Orlando P. Hernandez, State Fire Marshal

SF081|0916

To receive news and updates from the SFMO concerning Fire Industry Licensing, sign up for the SFMO Licensing eNews Update at <http://www.tdi.texas.gov/alert/esfmlicensing.html>



Fire King LLC
8906 WALL ST STE 603
AUSTIN TX 78754-4545

Exhibit "A"

Registered Location(s):

8906 WALL ST STE 603

AUSTIN TX 78754-4545

Registration Number

ECR-1899694

Expiration Date: 02-28-2021

EFFECTIVE DATE: 02-28-2014

FIRE EXTINGUISHER CERTIFICATE OF REGISTRATION



Issued To:

Fire King LLC

DATE ISSUED: March 6, 2019

Orlando P. Hernandez, State Fire Marshal

SF081|0918

To receive news and updates from the SFMO concerning Fire Industry Licensing, sign up for the SFMO Licensing eNews Update at <http://www.tdi.texas.gov/alert/esfmolicensing.html>



Fire King LLC
8906 WALL ST STE 603
AUSTIN TX 78754-4545

Issued To:

CECIL, JESSE
20810 National
Lago Vista TX 78645

License Number
RME-G-2324931
Expiration Date: 08-10-2019
EFFECTIVE DATE: 08-10-2018

FIRE SPRINKLER RME - GENERAL
TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE



DATE ISSUED: August 10, 2018


Ernest McCloud, Assistant State Fire Marshal

SF081|0111

Exhibit "A"



**ADDENDUM
CITY OF ROUND ROCK, TEXAS**

Solicitation: IFB 19-016

Addendum No: 1

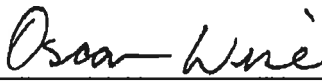
Date of Addendum: 3/11/19

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

I. Change to Attachment D – Fire Suppression Systems:

1. Attachment D lists the Fire Suppression Systems by Location. We have updated the Information provided on Attachment D and are extending the deadline to March 20, 2019 at 3:00 PM CST. Please review the updated Attachment D and sign and return this form with your solicitation.

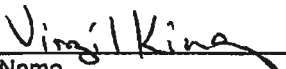
APPROVED BY:


Oscar Wise, Purchaser
Purchasing Office, 512-218-5417

3/11/19

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

ACKNOWLEDGED BY:


Name


Authorized Signature

3-19-19
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.