

**EXHIBIT**

**"A"**

**CITY OF ROUND ROCK AGREEMENT  
FOR PURCHASE OF PUBLIC SAFETY AND FIREHOUSE SUPPLIES  
AND EQUIPMENT  
WITH  
CASCO INDUSTRIES, INC.**

**THE STATE OF TEXAS**

**CITY OF ROUND ROCK**

**COUNTY OF WILLIAMSON**

**COUNTY OF TRAVIS**

§  
§  
§  
§  
§  
§

**KNOW ALL BY THESE PRESENTS:**

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 \_\_\_\_\_, 2020, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 E. Main St, Round Rock, Texas 78664, referred to herein as the "City," and CASCO INDUSTRIES, INC., whose offices are located at 607 West 62nd Street, Shreveport, Louisiana 71108, 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

**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 #603-20; 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 Casco Industries, 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, 2023.

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

## **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 Vendor an amount not-to-exceed **Six Hundred Thousand and No/100 Dollars (\$600,000.00)** 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**

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](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:

Robert Isbell  
Fire Department Chief  
203 Commerce Blvd.  
Round Rock, TX 78664  
(512) 218-6630  
[risbell@roundrocktexas.gov](mailto: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. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or

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

### **13.0 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.

### **14.01 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.

### **15.0 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.

## **16.0 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.

## **17.0 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 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:**

Casco Industries, Inc.  
607 West 62nd Street  
Shreveport, Louisiana  
71108

**Notice to City:**

City Manager  
221 East Main Street  
Round Rock, TX 78664

AND TO:

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

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

## **18.0 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.

## **19.0 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.

## **20.0 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.

## **21.0 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.

## **22.0 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.** 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, 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.

**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.

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

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

Casco Industries, Inc.

By: Chancy Bizzell  
Printed Name: Chancy Bizzell  
Title: Central TX Sales Rep  
Date Signed: 8-18-20

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  
Casco Industries Inc  
BuyBoard Contract 603-20

The City of Round Rock would like to enter into a contract with Casco Industries Inc. per the terms of Buy Board Contract 603-20. The City intends to purchase from this contract public safety and firehouse supplies and equipment in an estimated annual amount not to exceed \$600,000.

Contract Term: Effective from date of execution and will expire on 03/31/2023, per the terms of BuyBoard Contract No. 603-20

Special Instructions: Complete pricing below and submit copy of price list or catalog.

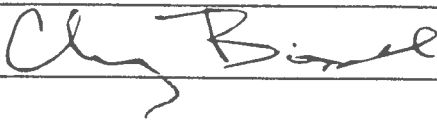
## Section I: Equipment, Products and Supplies

Item #	Short Description	Full Description	State Percent (%) of Discount of Catalog/Price List	State Name of Catalog/Price List	Exceptions to Discount
8	Discount (%) Off Catalog/Price List for Thermal Imaging Equipment	Please state the (%) off catalog/price list for Thermal Imaging Equipment. Catalog/Price List MUST be included or proposal will not be considered.	5%	MSA Safety Catalog & website	current promotion through Dec 4th 2020 not on Buyboard... discount listed only shows Buyboard
9	Discount (%) Off Catalog/Price List for Flashlights, Batteries, and related items	Please state the (%) off catalog/price list for Flashlights, Batteries, and related items. Catalog/Price List MUST be included or proposal will not be considered.	Night Stick-40% Streamlight 50%	Streamlight catalog & Night Stick website	Again % showing is buyboard only
19	Discount (%) Off Catalog/Price List for Public Safety Uniforms, Rainwear, Jackets, Footwear and Accessories	Please state the (%) off catalog/price list for Public Safety Uniforms, Rainwear, Jackets, Footwear and Accessories. Catalog/Price List MUST be included or proposal will not be considered.	Lion- 35% Proper- 16% VF workwear workrite-15%		

## Section II: Firehouse Supplies and Equipment

Item #	Short Description	Full Description	State Percent (%) of Discount of Catalog/Price List	State Name of Catalog/Price List	Exceptions to Discount
30	Discount (%) Off Catalog/Price List for Breathing Apparatus	Please state the (%) off catalog/price list for Breathing Apparatus. Catalog/Price List MUST be included or proposal will not be considered.	MSA-15%		CASCO also Sole Source in Texas
31	Discount (%) Off Catalog/Price List for Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags	Please state the (%) off catalog/price list for Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags. Catalog/Price List MUST be included or proposal will not be considered.	ESS-28% GLOBE Footgear- 20% thorogood- 25% techtrade Protect 8 gloves- 10% PGI- 22% Veridian- 32% firecraft hansen- 20%		GLOBE- CASCO Sole Source in Texas
32	Discount (%) Off Catalog/Price List for Turnout Gear	Please state the (%) off catalog/price list for Turnout Gear. Catalog/Price List MUST be included or proposal will not be considered.	GLOBE ATHLETIX- 25% GLOBE GEAR- 25%	GLOBE Catalog & website	CASCO- Sole Source in Texas
33	Discount (%) Off Catalog/Price List for Nomex Station Uniforms	Please state the (%) off catalog/price list for Nomex Station Uniforms. Catalog/Price List MUST be included or proposal will not be considered.	Lion- 35% Proper- 16% VF workwear workrite-15%		
36	Discount (%) Off Catalog/Price List for Portable Lighting Equipment	Please state the (%) off catalog/price list for Portable Lighting Equipment. Catalog/Price List MUST be included or proposal will not be considered.	Night Stick-40% Streamlight 50% Akron Brass-40%		
38	Discount (%) Off Catalog/Price List for Fire Extinguisher Rescue Equipment	Please state the (%) off catalog/price list for Fire Extinguisher Rescue Equipment. Catalog/Price List MUST be included or proposal will not be considered.	Genesis- 10% Council Tools- 35% Flame Fighter- 25% NUPLA- 36%		
39	Discount (%) Off Catalog/Price List for Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories	Please state the (%) off catalog/price list for Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories. Catalog/Price List MUST be included or proposal will not be considered.	Same as above		
40	Discount (%) Off Catalog/Price List for Gas Detection Devices	Please state the (%) off catalog/price list for Gas Detection Devices. Catalog/Price List MUST be included or proposal will not be considered.	MSA-20%		
41	Discount (%) Off Catalog/Price List for Fire Hose and Nozzles	Please state the (%) off catalog/price list for Fire Hose and Nozzles. Catalog/Price List MUST be included or proposal will not be considered.	Elkhart-41% Akron Brass-40% BullDog 40% North American 35% harrington- 46% Kochek-40% Crestar 20% C&S Supply35%		

# Exhibit "A"

42	Discount (%) Off Catalog/Pricelist for Fire Extinguishers and Fire Fighting Foam	Please state the (%) off catalog/pricelist for Fire Extinguishers and Fire Fighting Foam. Catalog/Pricelist MUST be included or proposal will not be considered.	Chemguard-55% verde Microblaze-35%		
43	Discount (%) Off Catalog/Pricelist for Fire Fighting Training Materials and Equipment	Please state the (%) off catalog/pricelist for Fire Fighting Training Materials and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.	Blast mask- 25%		
44	Discount (%) Off Catalog/Pricelist for Other Firehouse Equipment and Supplies	Please state the (%) off catalog/pricelist for All Other Firehouse Equipment and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.	Groves Ready rack-11% Hale portable pump-25% harrington- 45% Husky portable contain- 30% hydrovent- 20% RamAir gear dryer-5% Rice hydro-20% TEMPEST- 29% South Park- 27%		
45	Discount (%) Off Catalog/Pricelist for Firehouse Equipment Repair Parts	Please state the (%) off catalog/pricelist for Firehouse Equipment Repair Parts. Catalog/Pricelist MUST be included or proposal will not be considered.	Bauer compressor parts-12% Hale parts-5% MSA parts-10%		
Section V: Installation and Repair Service					
55	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Firehouse Equipment and Products	Hourly Labor Rate for Installation/Repair Service of Firehouse Equipment and Products - State the Not to Exceed hourly labor rate for Installation/Repair Service of Firehouse Equipment and Products.	\$95.00 /Hour		
Information Only: The City of Round Rock reserves the right to order other products from the attached MSRP Sheet per the discounts quoted in BuyBoard Contract #603-20.					
COMPANY NAME:		CASCO Industries			
SIGNATURE OF AUTHORIZED REPRESENTATIVE					
PRINTED NAME		Chancy Bizell			
PHONE NUMBER		512 848-9971			
EMAIL ADDRESS:		cbizell@cascoindustries.com			