

**EXHIBIT**

**"B"**

**CITY OF ROUND ROCK AGREEMENT  
FOR PURCHASE OF FIREFIGHTER TURNOUT GEAR CLEANING,  
INSPECTION AND REPAIR SERVICES  
WITH  
GEAR CLEANING SOLUTIONS, LLC**

**ORIGINAL**



**THE STATE OF TEXAS**

§

**CITY OF ROUND ROCK**

§

**KNOW ALL BY THESE PRESENTS:**

§

**COUNTY OF WILLIAMSON**

§

That this Agreement for firefighter turnout gear cleaning, inspection and repair services (referred to herein as the "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 East Main Street, Round Rock, Texas 78664 (referred to herein as the "City"), and GEAR CLEANING SOLUTIONS, LLC, whose offices are located at 2221 Manana Drive, Suite 190, Dallas, Texas 75220 (referred to herein as the "Services Provider").

**RECITALS:**

**WHEREAS**, City desires to have Services Provider provide firefighting turnout gear cleaning, inspection and repair services; and

**WHEREAS**, expenditures that are for procurement of items from only one source are exempt from competitive bidding requirements pursuant to Section 252.022 of the Texas Local Government Code; and

**WHEREAS**, the City has determined that Services Provider is a sole source provider for these services; 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:

**1.01 DEFINITIONS**

A. **Agreement** means the binding legal contract between City and Services Provider whereby City agrees to buy specified services and Services Provider is obligated to provide said services.

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

C. **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.

D. **Services** mean the specified services herein or in the attached exhibit(s).

E. **Services Provider** means Gear Cleaning Solutions, LLC, its successors or assigns.

## **2.01 EFFECTIVE DATE, DURATION, AND 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 set forth herein.

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

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

## **3.01 CONTRACT DOCUMENTS AND EXHIBITS**

The services which are the subject matter of this Agreement are described in Exhibit "A" and they are fully a part of this Agreement as if repeated herein in full. Together, Exhibit "A" and pages one (1) through nine (9) of this agreement, comprise the total Agreement.

## **4.01 ITEMS**

A. The 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. Services Provider shall satisfactorily provide all items described in Exhibit "A" within the contract term specified. A change in any term of this Agreement, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described in Section 9.01 herein.

## **5.01 COSTS**

A. City agrees to pay for services and/or supplies during the term of this Agreement at the pricing set forth at in Exhibit "A." Services Provider specifically acknowledged and agrees that City is not obligated to use or purchase any estimated annual quantity of services. Only if, and when needed by City, the costs listed on Exhibit "A" shall be the basis of any charges collected by Services Provider.

B. The City shall be authorized to pay Services Provider a total amount not-to-exceed **Two Hundred Sixty-Six Thousand Seven Hundred Forty and 10/100 Dollars (\$266,740.10)** for the term of this Agreement.

## **6.01 INVOICES**

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

- A. Name and address of Services Provider;
- B. Purchase Order Number;
- C. Description and quantity of items received; and
- D. Delivery dates.

## **7.01 NON-APPROPRIATION AND FISCAL FUNDING**

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

## **8.01 PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Services Provider 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. Services Provider may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Services Provider, a contractor, subcontractor, or supplier about the goods delivered or the service performed that causes the payment to be late; or

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

#### **9.01 SUPPLEMENTAL AGREEMENTS**

The terms of this Agreement may be modified by written Supplemental Agreement hereto, duly authorized by City Council or by the City Manager, if the City determines that there has been a significant change in (1) the scope, complexity, or character of the services to be performed; (2) the costs of the work; or (3) the duration of the work. Any such Supplemental Agreement must be executed by both parties within the period specified as the term of this Agreement. Services Provider shall not perform any work or incur any additional costs prior to the execution, by both parties, of such Supplemental Agreement. Services Provider shall make no claim for extra work done or materials furnished unless and until there is full execution of any Supplemental Agreement, and the City shall not be responsible for actions by Services Provider nor for any costs incurred by Services Provider relating to additional work not directly authorized by Supplemental Agreement.

#### **10.01 GRATUITIES AND BRIBES**

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

#### **11.01 TAXES**

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

#### **12.01 INSURANCE**

Services Provider 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).

### **13.01 CITY'S REPRESENTATIVE**

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

Charles Dittman  
Assistant Fire Chief  
203 Commerce Boulevard  
Round Rock, Texas 78664  
512-671-2776

### **14.01 RIGHT TO ASSURANCE**

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

### **15.01 DEFAULT**

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified goods and services elsewhere, Services Provider agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Services Provider shall be declared in default of this Agreement if it does any of the following:

- A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- B. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- C. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

### **16.01 TERMINATION AND SUSPENSION**

A. The 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 the Services Provider.

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

C. Services Provider has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, upon one hundred and twenty (120) days' written notice to City or by mutual agreement to terminate evidenced in writing by and between the parties.

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

#### **17.01 INDEMNIFICATION**

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

#### **18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES**

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

B. In accordance with Chapter 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 Services Provider verifies Services Provider does not boycott Israel and will not boycott Israel during the term of this Agreement.

## **19.01 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.

## **20.01 NOTICES**

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

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

### **Notice to Services Provider:**

Gear Cleaning Solutions  
2221 Manana Drive, Suite 190  
Dallas, TX 75220

### **Notice to City:**

Laurie Hadley, City Manager  
221 East Main Street  
Round Rock, TX 78664

AND TO:

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

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

## **21.01 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.

## **22.01 EXCLUSIVE AGREEMENT**

This document, and all appended documents, constitutes the entire Agreement between Services Provider and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

## **23.01 DISPUTE RESOLUTION**

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

## **24.01 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 to be void.

## **25.01 MISCELLANEOUS PROVISIONS**

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

**Time is of the Essence.** Services Provider understands and agrees that time is of the essence and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Services Provider's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

**Force Majeure.** Neither City nor Services Provider shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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

[Signatures on the following page.]



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

**CITY OF ROUND ROCK, TEXAS**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**GEAR CLEANING SOLUTIONS, LLC**

By:  \_\_\_\_\_

Printed Name: Rick Johnson

Title: President/owner

Date Signed: 9/17/20

**ATTEST:**

\_\_\_\_\_  
Sara L. White, City Clerk

**FOR CITY, APPROVED AS TO FORM:**

\_\_\_\_\_  
Stephan L. Sheets, City Attorney

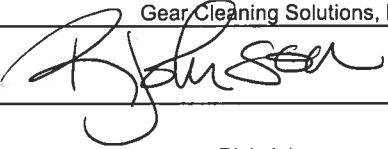
**Price Sheet**  
**FIREFIGHTING TURNOUT GEAR INSPECTION, CLEANING, AND REPAIR SERVICES**

The Respondent represents by their signature below that they are submitting a binding offer.

Special Instructions: All prices must be quoted.

No.	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
1	Advanced Cleaning Coat	300	EA	\$26.00	\$7,800.00
2	Advanced Cleaning Pants	300	EA	\$26.00	\$7,800.00
3	Advanced Cleaning Helmet	175	EA	\$6.00	\$1,050.00
4	Advanced Cleaning Boots (rubber or leather)	175	EA	\$6.00	\$1,050.00
5	Advanced Cleaning Gloves	175	EA	\$3.00	\$525.00
6	Advanced Cleaning Hood	300	EA	\$3.00	\$900.00
7	Decontamination - Coat	30	EA	\$82.50	\$2,475.00
8	Decontamination - Pants	30	EA	\$82.50	\$2,475.00
9	Decontamination - Helmet	10	EA	\$12.50	\$125.00
10	Decontamination - Gloves	10	EA	\$6.25	\$62.50
12	Decontamination - Boots	10	EA	\$12.50	\$125.00
13	Decontamination - Hood	40	EA	\$6.25	\$250.00
14	Biological Disinfection - Coat	10	EA	\$82.50	\$825.00
15	Biological Disinfection - Pants	10	EA	\$82.50	\$825.00
16	Advanced Inspection Outer Shell Coat	300	EA	\$0.00	\$0.00
17	Advanced Inspection Outer Shell Pants	300	EA	\$0.00	\$0.00
18	Advanced Inspection Moisture and Thermal Liner Coat	300	EA	\$15.00	\$4,500.00
19	Advanced Inspection Moisture and Thermal Liner Pants	300	EA	\$15.00	\$4,500.00
20	Coat Repairs Rivets (each)	25	EA	\$5.50	\$137.50
21	Coat Repairs Zipper	25	EA	\$66.34	\$1,658.50
22	Coat Bartack	300	EA	\$5.65	\$1,695.00
23	Moisture Seam Tape	500	EA	\$1.47	\$735.00
24	Thermal Patch (per sq. inch)	1000	EA	\$2.00	\$2,000.00
25	Coat Repairs Pocket reinforcement or replacement	50	EA	\$22.85	\$1,142.50
26	Coat Repairs Collar Material	50	EA	\$5.00	\$250.00
27	Coat Repairs Wristlets (Each)	50	EA	\$12.00	\$600.00
28	Coat Repairs Hole Repairs	50	EA	\$13.92	\$696.00
29	Coat Repairs Hanging Hook	10	EA	\$1.00	\$10.00
30	Coat Letters Replace (per letter)	10	EA	\$4.00	\$40.00
31	Velcro Repairs (per inch)	1000	EA	\$1.23	\$1,230.00
32	Pants Repairs Rivets (each)	25	EA	\$1.00	\$25.00
33	Pants Repairs velcro one side fly (Crotch)	50	EA	\$13.53	\$676.50
34	Pants Repairs Leather (Knees)	12	EA	\$30.96	\$371.52
35	Pants Repairs Pockets or Pocket Reinforcement	24	EA	\$22.85	\$548.40
36	Pants Repairs Snaps/Buttons	20	EA	\$1.00	\$20.00
37	Reflective Trim Coat/Pants (per Inch)	500	EA	\$1.23	\$615.00
38	Pants Repairs Hole Repairs	50	EA	\$13.92	\$696.00
39	Advanced Inspection Helmet	175	EA	\$4.00	\$700.00
40	Advanced Inspection Boots (rubber or leather)	175	EA	\$4.00	\$700.00
41	Advanced Inspection Gloves	175	EA	\$1.00	\$175.00
42	Advanced Inspection Hood	300	EA	\$1.00	\$300.00

43	Removal of existing name on back of jacket and install blank Velcro name patch on back of jacket as needed.	25	EA	\$18.00	\$450.00
44	Pants Bartack	300	EA	\$5.62	\$1,686.00
45	Pants- add padding to knees	30	EA	\$30.96	\$928.80
<b>Annual Total:</b>					<b>\$53,374.22</b>

COMPANY NAME:	Gear Cleaning Solutions, LLC
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	
PRINTED NAME:	Rick Johnson
PHONE NUMBER:	214-774-2213
EMAIL ADDRESS:	<a href="mailto:rick@gearcleaningsolutions.com">rick@gearcleaningsolutions.com</a>