

City of Round Rock, Texas Purchasing Division

221 East Main Street Round Rock, Texas 78664-5299 www.roundrocktexas.gov

INVITATION FOR BID (IFB)

FIRE APPARATUS TESTING SERVICES

SOLICITATION NUMBER 15-003

November 2015

Class/Item: 962-43 / 928-87

November 2015

CITY OF ROUND ROCK INVITATION FOR BID FIRE APPARATUS TESTING SERVICES

PART I

GENERAL

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

3.1 Attachment A: Bid Sheet

3.2 Attachment B: Reference Sheet

4. **CLARIFICATION:** For questions or clarification of specifications, you may contact:

Deborah Knutson, CPPB Purchaser Purchasing Department City of Round Rock

E-mail: dknutson@roundrocktexas.gov

The individual listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

- **5. AGREEMENT TERM**: The terms of the awarded agreement shall include but not be limited to the following:
 - **5.1** The term of the initial Agreement shall begin from date of award and shall remain in full force and effective through January 31, 2018.
 - The initial term of the resulting agreement shall be three (3) consecutive twelve (12) month periods from the effective date. The agreement may be renewed for two (2) additional periods of time, not to exceed twelve (12) months each, provided both parties agree in writing prior to the expiration of the current term.
 - 5.3 The City reserves the right to review the respondents' performance at the end of each twelve (12) month period and cancel all or part of the agreement(s) or continue the agreement(s) through the next period.

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

PART II

SPECIFICATIONS

- 1. <u>SCOPE OF WORK:</u> The Successful Respondent shall be required to perform all on site annual testing/inspection of the Fire Department's existing fire apparatus equipment and provide reports as specified herein.
- 2. **EQUIPMENT:** Apparatus equipment to be inspected/tested currently includes, but is not limited to:
 - Two (2) 2001 Pierce / Dash 100 PAP Platform Aerial Trucks
 - Two (2) 2002 Pierce / Quantum Pumper Trucks
 - One (1) 2004 Pierce / Quantum Pumper Truck
 - One (1) 2007 Pierce / Dash 100 PAP Quint Aerial Truck
 - Two (2) 2009 Spartan / Crimson Pumper Trucks
 - One (1) 2009 Pierce / Velocity Quint Aerial Truck
 - One (1) 2010 Pierce / Impel Pumper Truck
 - One (1) 2011 Pierce / Impel XM Pumper Truck
 - One (1) 2013 Pierce / Impel XM Pumper Truck
 - One (1) 2014 Pierce / Impel Pumper Truck

Approximately 38,500 feet of hose in various sizes - from 1 3/4" to 5"

Fifty four (54) Ground ladders – equaling approximately 914 feet

- 3. SERVICE REQUIREMENTS: Successful Respondent shall:
 - **3.1.** Perform all on site annual testing/inspections at:

City of Round Rock Fire Department – Station # 6 2919 Joe DiMaggio Boulevard Round Rock, Texas 78665

Should the annual testing/inspections location change, the Successful Respondent's designated contact person shall be notified immediately of the location change.

3.2. Perform all annual testing, at a minimum, in accordance with the following National Fire Protection Association (NFPA) Standards. The NFPA standards to be used each year shall be the most up to date revised editions, which can be found at http://www.nfpa.org/.

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

The City's designated representatives shall be:

Marshall Reynolds Fleet Operations Manager Vehicle Maintenance Phone: 512-218-5571

E-mail: mreynolds@roundrocktexas.gov

Angelo Luna Logistics Officer Fire Department Phone: 512-218-6625

E-mail: aluna@roundrocktexas.gov

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

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

11. ADDITIONAL INFORMATION REQUESTED:

Contract Information: Respondent shall provide information of any current established contract with a local City, County, Municipality, Cooperative Agreement, Comptroller of Public Accounts (CPA) Texas Smart Buy Contract, Texas Multiple Award Schedule (TXMAS), Inter-local Agreement, General Services Administration (GSA) Contract or any other contractual resource.

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

PART III

SCHEDULE AND RESPONSE INSTRUCTIONS

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

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

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST to the Purchaser identified in Part I, Section 4, on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at http://www.roundrocktexas.gov/bids and the State of Texas Electronic State Business Daily (ESBD) at http://esbd.cpa.state.tx.us/.

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

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

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

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

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- **3.6** No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- **3.7** The City will not be bound by any oral statement or offer made contrary to the written specifications.
- **3.8** Copies of Certifications / Licenses shall be provided at the Respondent's expense, and shall become the property of the City.
- **4. BEST VALUE EVALUATION AND CRITERIA**: The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:
 - **4.1** Purchase price;
 - **4.2** Reputation of Respondent and of Respondent's goods and services;
 - **4.3** Quality of the Respondent's goods and services;
 - **4.4** The extent to which the goods and services meet the City's needs;
 - **4.5** Respondent's past performance with the City;
 - **4.6** The total long-term cost to the City to acquire the Respondent's goods or services;
 - **4.7** Any relevant criteria specifically listed in the solicitation.

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information to clarify.

- **5. AWARD**: The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at http://www.roundrocktexas.gov/bids and the State of Texas Electronic State Business Daily (ESBD) at http://esbd.cpa.state.tx.us.
- **6. POST AWARD MEETING:** The City and Respondent may have a post award meeting to discuss, but not be limited to the following:
 - **6.1** The method to provide a smooth and orderly transition of services performed from the current contractor;
 - **6.2** Provide City contact(s) information for implementation of agreement;
 - **6.3** Identify specific milestones, goals and strategies to meet objectives.
- 7. NON-APPROPRIATION: The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.
- **8. INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK)**: Other governmental entities may be extended the opportunity to purchase off of the City's agreements, with the consent and agreement

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

PART IV

RESPONSE REQUIREMENTS

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

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

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

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

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

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

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

PART V

CONFIDENTIALITY OF CONTENT

- 1. CONFIDENTIALITY OF CONTENT: All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
 - 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

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

PART VI

GENERAL TERMS AND CONDITIONS / INSURANCE REQUIREMENTS

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

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

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ATTACHMENT A: BID FORM PURCHASING DEPARTMENT

221 E. Main Street • Round Rock, Texas 78664-5299

| SOLICITATION INFORMATION | 9 | Solicitation Number: Solicitation Name: Opening Date: Opening Time: Opening Location: | #15-003 Fire Apparatus Testi Services December 16, 2014 On or Before 3:00 Pl City of Round Rock City Hall 221 E. Main Street Round Rock, TX 786 | M CST | RESPONDENT INFORMATION | | Tax ID Number: Business Name: Address: Address: Contact: Telephone: E-mail: Website: | | |
|--|---|---|---|--------------------------|------------------------|--|--|------------------------------|--|
| How did you hear about this solicitation? Newspaper City's Website E-mail Announcement ESBD Other | | | | | | | | Other | |
| Is this your 1st time responding to the City? Yes No No Vendor Central? Yes No register at: roundrocktexas.gov/vendorcentral | | | | | | | | drocktexas.gov/vendorcentral | |
| Iten | tem # Description Ann | | Estimate Annual Quantity | (See Part II Section 11) | | | UOM | Extended Price | |
| 1 | | Fire Apparatus Pump Testing: | | 13 | | | | Each | |
| 2 | Fire Apparatus Aerial Ladder Testing: 4 | | 4 | | | | Each | | |
| 3 | | Fire Apparatus Hose Testing: (Sizes range from 1 ¾" to 5") 38,50 | | 38,500 1 | 00 ft. | | | Linear Foot | |
| 4 | | Fire Apparatus Ground Ladder Testing: 914 | | 914 ft. | ft. | | Linear Foot | | |
| ACKNOWLEDGEMENTS | | | | | | | | | |

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ATTACHMENT B: RESPONDENT'S REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

| so | LICITATION NUMBER: | | |
|-----------|--|----------------------------|---|
| RE | SPONDENT'S NAME: | | DATE: |
| Go yea | vernment agencies or firn irs. City of Round Rock r | ns of comparable size that | mail of at least three (3) Municipal and/or have utilized similar service within the last two (2) ble. References may be checked prior to award. lification of submittal. |
| 1. | Company's Name | | |
| | Name of Contact | | |
| | Title of Contact | | |
| | E-Mail Address | | |
| | Present Address | | |
| | City, State, Zip Code | | |
| | Telephone Number | (#####) ##### | Fax Number: (#####) ##### |
| 2. | Company's Name Name of Contact Title of Contact E-Mail Address Present Address City, State, Zip Code Telephone Number | (#####) ##### | Fax Number: (#####) ##### |
| 3. | Company's Name Name of Contact | | |
| | Title of Contact | | |
| | E-Mail Address | | |
| | Present Address | | |
| | City, State, Zip Code | | |
| | Telephone Number | (#####) ##### | Fax Number: (#####) ##### |

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