



**CITY OF LEANDER**

**INVITATION FOR BID  
FIRE SAFETY EQUIPMENT**

**PART I**

**GENERAL**

1. **PURPOSE:** The City of Leander, herein after “City”, seeks to purchase from a qualified Individual, Firm or Corporation, herein “Respondent”, Fire Safety Equipment, as specified herein, on an as-needed basis.

The City seeks to maintain quality, reliability and efficiency within its fire engine fleet and safety equipment. With this goal in mind several manufacturers have been specified herein to establish the City’s minimum critical requirements and performance standards of this equipment. Any example shown is listed to show type and class of equipment desired only.

**Alternate equivalent manufacturers will be considered.**

Respondents are cautioned that any equipment which does not meet specifications in every aspect will not be considered or accepted. City staff can approve or disapprove of alternate equivalent manufacturer recommendations.

2. **BACKGROUND:** The City of Leander anticipates adding several fire engines to its fleet over the next several years. To prepare for these additional vehicles the City seeks a long term price agreement with one or more vendors to supply the supporting equipment needed for each vehicle.
3. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City’s standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this solicitation, in a separate agreement or on the face of a purchase order. The City’s Definitions, Terms and Conditions are herein made a part of this solicitation and can be found on the City’s website by visiting <http://www.leandertx.gov/finance/page/purchasing>.
  - 3.1. Any exception 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.
4. **ATTACHMENTS:** Attachment A and B are herein made a part of this solicitation:
  - 4.1. Attachment A: Reference Form
  - 4.2. Attachment B: Bid Form
5. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:

**Joy Simonton  
Purchasing Agent  
City of Leander  
P.O. Box 319**

Leander, TX 78646  
Telephone: 512-528-2730  
[jsimonton@leandertx.gov](mailto:jsimonton@leandertx.gov)

The individual listed above may be contacted by telephone or visited 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 Leander through the Purchasing Department.

6. **RESPONDENT REQUIREMENTS:** The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.
  - 6.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in the sale and distribution of the commodity specified herein.
7. **GOODS:** Respondent warrants and agrees that all materials supplied hereunder shall be **NEW** and manufactured and produced in compliance with the laws, regulations, codes, terms, standards, and/or requirements of all Federal, State, and local authorities, and all other authorities having jurisdiction, and that performance of goods shall be in accordance with the above laws, regulations, codes, terms, standards, and/or requirements, and agrees upon request, to furnish the City a certificate of compliance therewith in such forms as the City may require.
8. **ALTERNATE EQUIVALENT:** The City seeks to maintain quality, reliability and efficiency within its fire safety equipment. With this goal in mind several manufacturer's have been specified herein to establish the City's minimum critical requirements and performance standards of equipment. Any example shown is listed to show type and class of equipment desired only. Any alternate manufacturers offered must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions.
  - 8.1. Alternate equivalent products will be considered. Specifications and requests for alternate equivalent product consideration must be submitted via e-mail no later than **5:00 pm on July 30, 2015** to:  
  
Joy Simonton  
[jsimonton@leandertx.gov](mailto:jsimonton@leandertx.gov)

Written approval or denial of alternate equivalent shall be provided to Respondent no later than **August 6, 2015** via the e-mail on the request.
9. **MODIFICATION AND WITHDRAWAL OF BID:** A bid may be modified or withdrawn written notice provided to the Purchasing Agent prior to the date and time for the opening of the bids.
  - 9.1. If within 24 hours after bids are opened any respondent files written notice with Purchasing Agent and promptly demonstrates to the reasonable satisfaction of Purchasing Agent that there was a material and substantial mistake in the preparation of the bid, that respondent may withdraw the bid. In this event, if the solicitation is re-issued, that respondent may be disqualified from rebidding the solicitation.
10. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a **single award, split awards, 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.leandertx.gov/rfps>.
11. **AGREEMENT TERM AND CANCELLATION:** The term "agreement" shall mean the executed contract awarded as a result of this solicitation and all exhibits thereto.
  - 11.1. At a minimum, the following documents will be incorporated into the agreement:

- 11.1.1. Solicitation document, attachments and exhibits;
  - 11.1.2. Solicitation addendums, if applicable;
  - 11.1.3. City's Definitions, Terms and Conditions;
  - 11.1.4. Successful Respondent's response documents.
- 11.2. The initial term of the resulting agreement shall be one (1) consecutive twelve (12) month periods from the effective date. The agreement may be renewed for three (3) 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.
- 11.3. 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.
- 11.4. Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice 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 written notice of termination and the reason for the termination.
- 11.5. If the agreement is terminated, for any reason, the Respondent shall complete all outstanding deliveries after receipt of notice.
12. **PRICE INCREASE OR DECREASE:** A price increase shall not be permitted.
13. **DELIVERY AND ACCEPTANCE:** Acceptance inspection should not take more than fifteen (15) working days. The vendor will be notified within this time frame if the goods delivered are damaged or not in full compliance with the specifications. Successful respondent shall repair any minor damages noted during this inspection period. If any agreement or purchase order is canceled for non-acceptance, the needed good may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.
14. **QUANTITIES:** Any quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum volume is made or implied. The City shall only order the goods needed to satisfy operating requirements within budgetary constraints, which may be more or less than indicated.
15. **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.
16. **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:
- 16.1. 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

- 16.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
- 16.3. There 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
- 16.4. 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.

## PART II

### SCHEDULE

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

|   |                        |
|---|------------------------|
| 1.1. Solicitation released                                      | <b>July 16, 2015</b>   |
| 1.2. Deadline for alternate equivalent request                  | <b>July 30, 2015</b>   |
| 1.3. City response to alternate equivalent request              | <b>August 6, 2015</b>  |
| 1.4. Deadline for questions                                     | <b>August 11, 2015</b> |
| 1.5. City responses to all questions or addendums               | <b>August 13, 2015</b> |
| 1.6. Responses for solicitation due at or before <b>3:00 PM</b> | <b>August 20, 2015</b> |

**All questions regarding the solicitation shall be submitted in writing at or before 5:00 PM 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 our webpage, <http://www.leandertx.gov/rfps>. Questions shall be submitted to the City contact named herein.

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

2. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.leandertx.gov/rfps> 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 at or before **3:00 PM**, on the date noted above to the Purchasing Department. Ship via FedEx, UPS or other carrier or carry sealed responses to:

**Shipping Address (FedEx, UPS or hand delivery):**

Joy Simonton  
City of Leander  
Purchasing Department  
200 W. Willis Street  
Leander, TX 78641

**Mailing Address:**

Joy Simonton  
Purchasing Agent

City of Leander  
P.O. Box 319  
Leander, TX 78646

- 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.
  - 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.
4. **COSTS INCURRED:** Respondent shall acknowledge that the issuance of a solicitation shall in no way obligate the City to award a contract or to pay any costs associated with the preparation of a response to said solicitation. The costs in developing and submitting proposals, preparing for and participating in oral presentations or any other similar expenses incurred by a Respondent are the sole responsibility of the Respondent and shall not be reimbursed by the City.

### **PART III**

#### **SPECIFICATIONS**

1. **SCOPE:** City seeks fulfillment and delivery of the fire safety equipment specified on the Bid Form, herein Attachment B. Items shall be ordered on an as-needed basis.
2. **DELIVERY:** Delivery of equipment shall be to one of the several the City of Leander Fire Departments located in Leander, Texas 78641. Delivery of equipment shall be made no later than ten (10) calendar days after receipt of City Purchase Order.
3. **PRICING:** Pricing shall be provided as a percentage off of manufacturer’s list price. No additional fees shall be permitted. Additional shipping fees shall not be permitted. Contracted price per item shall be the only permitted charge to the City and shall include delivery. City reserves the right to request, periodically, the successful respondent’s manufacturer invoices to verify contracted mark-up is being charged.
4. **WARRANTY:** Manufacturer’s standard warranty shall apply. The successful respondent shall warrant that products will conform to the specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. All warranty repairs or replacement will at the expense of the Successful Respondent to include shipping of items to and from Respondent.

### **PART IV**

#### **RESPONSE REQUIREMENTS**

The City of Leander 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) executed (signed) original and two (2) copies of each response.**

**For your bid to be responsive, all required attachments identified below shall be submitted with your proposal.** The Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

1. Responses shall be submitted on itemized, signed Bid Form provided herein as Attachment B. Failure to itemize or sign solicitation may result in disqualification. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.
  - 1.1. ALL FEES shall be included in price to include delivery to Leander, Texas. No additional fees, such as shipping, shall be permitted.
  - 1.2. Alternate equivalent brands shall be noted if applicable with attached literature.
2. Attachment A – Reference sheet.

## **PART V**

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.
  - 1.1 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.
  - 1.2 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.
2. **ETHICS ORDINANCE AND DISCLOSURE STATEMENTS:** The City's Ethics Ordinance requires persons seeking to enter discretionary contracts with the City or appearing before the City Council or another City board or body to disclose certain conflicts of interest. The relevant sections of the Ethics Ordinance are set forth below. The Ethics Ordinance can be found in Article 9.05, Chapter 9 of the City's Code of Ordinances at the following link:  
<http://z2codes.franklinlegal.net/franklin/Z2Browser2.html?showset=leanderset>

### **Sec. 9.05.007 Persons doing business with the city**

- (a) Persons seeking discretionary contracts.
  - (1) For the purpose of assisting the city in the enforcement of provisions contained in this article, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract any conflict of interest. This is set forth in [sections 9.05.004](#) and [9.05.005](#) of this article. Further, the individual or business entity agree to abide by the same ethical standards as set forth for public servants in this article.

- (2) Subsection (a) of this section will become a permanent footnote on documents contained in city bid packets for discretionary contracts.
  
- (b) Disclosure of conflicts of interest by persons appearing before a board or city body. A person appearing before any city board or other city body for the purpose of doing business with the city shall disclose to that board or body any facts known to such person which may show or establish that:
  - (1) An employee or officer of the city that advises or makes presentations to the board or city body; or
  
  - (2) Any member of the board or city body; has or may have a conflict of interest pursuant to chapter 171, Tex. Loc. Gov't. Code, or an interest which would violate the ethical standards set forth in this article, if he or she were to participate in the processing or consideration of the subject matter.

**Sec. 9.05.009(f)** Disclosure by persons appearing before a city body. Any person who appears before any city body who has had business dealings within the preceding 12-month period involving one or more transactions of five hundred dollars (\$500.00) or more each quarter, or for a total of twenty-five hundred dollars (\$2,500.00) or more, within the preceding 12-month period with a councilmember, commissioner, or business entity in which a councilmember or commissioner has a substantial interest, shall disclose such business dealings at the time of the appearance. Any person who shall intentionally or knowingly fail to make the aforesaid disclosure shall be guilty of a misdemeanor and shall be fined in accordance with this article.





**CITY OF LEANDER BID FORM – ATTACHMENT B  
PURCHASING DEPARTMENT  
200 W. Willis Street • Leander, Texas 78641**

|                                 |                      |   |                               |                |                      |
|---------------------------------|----------------------|---|-------------------------------|----------------|----------------------|
| <b>SOLICITATION INFORMATION</b> | Solicitation Number: | <b>#S15-021 Fire Safety Equipment</b>   | <b>RESPONDENT INFORMATION</b> | Tax ID Number: | <input type="text"/> |
|                                 | Due Date:            | August 20, 2015   |                               | Business Name: | <input type="text"/> |
|                                 | Time:                | On or Before 3:00 PM CST  |                               | Address:       | <input type="text"/> |
|                                 | Submit to:           | City of Leander<br>Purchasing Division<br>200 W. Willis Street<br>Leander, TX 78641<br><a href="mailto:jsimonton@leandertx.org">jsimonton@leandertx.org</a> |                               | Address:       | <input type="text"/> |
|                                 |                      |   |                               | Contact:       | <input type="text"/> |
|                                 |                      |   |                               | Telephone:     | <input type="text"/> |
|                                 |                      |   |                               | Entity Type:   | <input type="text"/> |
|                                 |                      |   |                               | E-mail:        | <input type="text"/> |

|  |   |
|--|---|
| <b>HOW DID YOU HEAR ABOUT THIS SOLICITATION?</b> | <input type="checkbox"/> Newspaper <input type="checkbox"/> City's Website <input type="checkbox"/> E-mail Announcement <input type="checkbox"/> ESBD <input type="checkbox"/> Other <input type="text"/> |
|--|---|

|  |  |   |  |
|--|--|---|--|
| <b>FIRST TIME RESPONDING TO CITY OF LEANDER?</b> | <input type="checkbox"/> Yes <input type="checkbox"/> No | <b>IS YOUR BUSINESS REGISTERED WITH TEXAS BID SYSTEM?</b> | <input type="checkbox"/> Yes <input type="checkbox"/> No    Register at: <a href="http://www.texasbidsystem.com">http://www.texasbidsystem.com</a> |
|--|--|---|--|

| ITEM # | MANUFACTURER NAME    | UNIT OF MEASURE | PRICE | APPROVED "OR EQUAL" ALTERNATE EQUIVALENT MANUFACTURE NAME |
|--------|----------------------|-----------------|-------|---|
| 1      | AKRON                | % Off List      | %     |   |
| 2      | AMEREX               | % Off List      | %     |   |
| 3      | ANSUL                | % Off List      | %     |   |
| 4      | AQUA LUNG            | % Off List      | %     |   |
| 5      | CHEMGUARD            | % Off List      | %     |   |
| 6      | CMC                  | % Off List      | %     |   |
| 7      | CUTTERS EDGE         | % Off List      | %     |   |
| 8      | ELKHART BRASS        | % Off List      | %     |   |
| 9      | ESS                  | % Off List      | %     |   |
| 10     | FERNO                | % Off List      | %     |   |
| 11     | FIRE HOOKS UNLIMITED | % Off List      | %     |   |
| 12     | FIREQUIP             | % Off List      | %     |   |

|    |                    |            |   |  |
|----|--------------------|------------|---|--|
| 13 | FORCE 6            | % Off List | % |  |
| 14 | FOX FURY           | % Off List | % |  |
| 15 | HANNAY REELS       | % Off List | % |  |
| 16 | HARRINGTON, INC    | % Off List | % |  |
| 17 | HERBERT            | % Off List | % |  |
| 18 | HONDA              | % Off List | % |  |
| 19 | INDIAN FIRE PUMPS  | % Off List | % |  |
| 20 | JUNKIN             | % Off List | % |  |
| 21 | KASK               | % Off List | % |  |
| 22 | KO CURTAIN         | % Off List | % |  |
| 23 | KOCHEK             | % Off List | % |  |
| 24 | LAERDAL            | % Off List | % |  |
| 25 | LEATHERHEAD TOOLS  | % Off List | % |  |
| 26 | LONE STAR AXE, LLC | % Off List | % |  |
| 27 | MK DIAMOND         | % Off List | % |  |
| 28 | MUSTANG SURVIVAL   | % Off List | % |  |
| 29 | NATIONAL FOAM      | % Off List | % |  |
| 30 | NRS                | % Off List | % |  |
| 31 | NUPLA              | % Off List | % |  |
| 32 | OHD                | % Off List | % |  |
| 33 | OS SYSTEMS         | % Off List | % |  |
| 34 | PAC MOUNT          | % Off List | % |  |
| 35 | PELICAN PRODUCTS   | % Off List | % |  |
| 36 | PETZL              | % Off List | % |  |
| 37 | PMI                | % Off List | % |  |
| 38 | RED HEAD BRASS     | % Off List | % |  |
| 39 | RIT SOLUTIONS      | % Off List | % |  |
| 40 | S.M. SMITH CO.     | % Off List | % |  |

|    |                        |            |   |  |
|----|------------------------|------------|---|--|
| 41 | S&H FIRE PRODUCTS      | % Off List | % |  |
| 42 | SCOTT SAFETY           | % Off List | % |  |
| 43 | SIMULAIDS              | % Off List | % |  |
| 44 | SKYHOOK RESCUE SYSTEMS | % Off List | % |  |
| 45 | STEARNS                | % Off List | % |  |
| 46 | STREAMLIGHT            | % Off List | % |  |
| 47 | TEAM EQUIPMENT         | % Off List | % |  |
| 48 | TELE-LITE              | % Off List | % |  |
| 49 | TEMPEST                | % Off List | % |  |
| 50 | TRUE NORTH             | % Off List | % |  |
| 51 | UNDERWATER KINETICS    | % Off List | % |  |
| 52 | UNIFIRE                | % Off List | % |  |
| 53 | VIZCON                 | % Off List | % |  |
| 54 | YATES                  | % Off List | % |  |
| 55 | ZIAMATIC               | % Off List | % |  |

**AUTHORIZED  
SIGNATURE**

Print Authorized Individual Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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