



CITY OF LEANDER

**INVITATION FOR BID
DUMP TRUCK WITH SAND SPREADER**

PART I

GENERAL

1. **PURPOSE:** The City of Leander, herein after "City", seeks to purchase from a qualified Individual, Firm or Corporation, (Respondent), one (1) Dump Truck with Sand Spreader as specified herein.

Alternate equivalent makes and models will be considered.

The City will accept bids on new 2013, 2014 and 2015 vehicles.

The City seeks to maintain quality, reliability and efficiency within its vehicle fleet. With this goal in mind several manufacturer's products have been specified herein to establish the City's minimum critical requirements and performance standards. Any example shown is listed to show type and class of equipment desired only. Alternate equivalent items will be considered and are noted as "or equal" on item descriptions.

Respondents are cautioned that any vehicle specified or delivered which does not meet specifications in every aspect will not be considered or accepted.

2. **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Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this solicitation, in a separate agreement or on the face of a purchase order.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>.

- 2.1. 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.

3. **ATTACHMENTS:** Attachment A and B are herein made a part of this solicitation:

- 3.1. Attachment A: Bid Form

- 3.2. Attachment B: Hi-Way Sand Spreader Specification Flyer

- 3.3. Attachment C: Reference Form

4. **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

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.

5. **RESPONDENT REQUIREMENTS:** The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.
- 5.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in the sale and distribution of the commodity specified herein.
- 5.2. Respondent warrants and agrees that all materials supplied herein shall be manufactured and produced in compliance with the laws, regulations, codes, terms, standards, and requirements of Underwriters Laboratories Incorporated, 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 requirements, and agrees upon request, to furnish the City a certificate of compliance upon request.
- 5.3. In order to assure the City does not encounter shipping delays, service delays or other unforeseen problems that can occur with out-of-area or foreign vendors Respondent shall be located within:
- 60 Miles from Leander, Texas 78641
- 300 Miles from Leander, Texas 78641
- United States
6. **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.
7. **ALTERNATE EQUIVALENT:** The City seeks to maintain quality, reliability and efficiency within its vehicle fleet. With this goal in mind several manufacturer's products have been specified herein to establish the City's minimum critical requirements and performance standards. Any example shown is listed to show type and class of equipment desired only. Alternate equivalent items will be considered and are noted as "Or equal". "Or equal" is intended to establish a level of quality and is not to be interpreted as a preference for a particular brand. The items offered must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions.
8. **BEST VALUE EVALUATION AND CRITERIA:** All responses received may be evaluated based on the best value for the City. In determining best value, the City may consider:
- Purchase price;
 - Reputation of Respondent and of Respondent's goods and services;
 - Quality of the Respondent's goods and services;
 - The extent to which the goods and services meet the City's needs;
 - Respondent's past relationship with the City;

- The total long-term cost to the City to acquire the Respondent's goods or services;
 - Any relevant criteria specifically listed in the solicitation.
- 8.1. The City reserves the right to reject any or all responses, or delete any portion of the response, 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.
- 8.2. The City may require a visual inspection, test drive of vehicle and demonstration of spreader. Said inspection shall be scheduled in advance with Respondent.
- 8.3. The evaluation process may reveal additional information for consideration. These additional considerations may be considered to serve the best interest of the City.
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. **DELIVERY AND ACCEPTANCE:** Acceptance inspection should not take more than thirty (30) 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.
12. **QUANTITIES:** The 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.
13. **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:
- 13.1. 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
- 13.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or

- 13.3. 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
- 13.4. 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 | October 2, 2014 |
| 1.2. Deadline for questions | October 17, 2014 |
| 1.3. City responses to all questions or addendums | October 20, 2014 |
| 1.4. Responses for solicitation due at or before 3:00 PM | October 23, 2014 |

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:** The intent of these specifications is to secure the purchase of one (1) Dump Truck with Sand Spreader as specified herein.
2. **YEAR OF MANUFACTURE:** The City will accept bids on new 2013, 2014 and 2015 model vehicles.
3. **SHIPPING:** Shipment will be made FOB to City of Leander, Attention Purchasing Agent, 200 W. Willis Street, Leander, TX 78641.
4. **DELIVERY:** Delivery of vehicle(s) shall be made to City of Leander no later than ninety (90) calendar days after receipt of Purchase Order.
5. **VEHICLE CONDITION:** Respondent certifies that the vehicle purchased under this solicitation shall be new and unused. In the event the vehicle requires two (2) or more repairs in the first 30-day period, except those caused by negligence or through the fault of City employees, the successful respondent agrees to remove and replace the defective vehicle without delay and at their expense.
6. **WARRANTY: Manufacturer’s standard warranty shall apply. Warranty documentation shall be included with each item bid.** The successful respondent shall warrant that vehicle 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. Warranties of all parts, equipment, valves and workmanship will be for a period of ninety (90) days from date of acceptance of equipment. All warranty repairs will be performed without accessing the City’s warranty deductibles. The successful respondent shall be responsible for any warranty deductibles required for warranty repairs.
7. **REPLACEMENT PARTS:** Replacement parts shall be available for vehicles for no less than ten (10) years. City reserves right to purchase replacement parts from any source.
8. **PRE-DELIVERY SERVICE:** The following services will be performed by successful respondent before the vehicles are delivered to the City:
 - 8.1. All fluid levels checked and maintained with the proper grade and type of fluids;

- 8.2. Pre-delivery inspection and service on chassis;
- 8.3. Interior and exterior of each vehicle shall be cleaned;
- 8.4. Fuel tank shall be full.
9. **DELIVERY DOCUMENTATION:** Successful respondent shall provide the following documents with each vehicle delivered:
 - 9.1. One (1) owner's manual;
 - 9.2. One (1) operator's manual;
 - 9.3. One (1) shop repair manual.
 - 9.4. Manufacturer's Statement of Origin (MSO). The successful respondent shall furnish the City with a MSO and the Certificate of Title. MSO will be furnished at the time of vehicle delivery or within forty-eight (48) hours of vehicle delivery to the City. MSO will be made out in the name of the City of Leander, providing the following information:
 - 9.4.1. GVWR for the particular model specified, or;
 - 9.4.2. GVWR required for the entity's written exception, or;
 - 9.4.3. A greater GVWR required by extra equipment;
 - 9.4.4. Nominal weight rating (in tons), and
 - 9.4.5. Odometer Disclosure Statement.
10. **TECHNICAL SPECIFICATIONS:** Unless otherwise specified, all units will be furnished complete with standard equipment and factory-installed accessories as listed in the manufacturer's printed literature for the models specified. The following items are minimum requirements for the models specified.

The City seeks maintain quality, reliability and efficiency within its vehicle fleet. With this goal in mind several manufacturer's products have been specified herein to establish the City's minimum critical requirements and performance standards of each vehicle. Any example shown is listed to show type and class of equipment desired only. Alternate equivalent items will be considered and are noted as "Or equal". "Or equal" is intended to establish a level of quality and is not to be interpreted as a preference for a particular brand. The items offered must be equivalent as to function, basic design, type and quality of material, method of construction, and any required dimensions.

Respondents are cautioned that any vehicle specified or delivered which does not meet specifications in every aspect will not be considered or accepted.

ITEM #1, Dump Truck with Sand Spreader

Make/Model example specified:

Freightliner M2 106 Truck with 15' Warren Dump Truck Body "**OR EQUAL**"

Hi-Way E2020XT Heavy Duty Spreader "**OR EQUAL**"

Year 2013, 2014 or 2015 model is acceptable;

Exterior Color: White Cab

Interior Color: Grey or Standard

Specs links for minimum critical requirements:

Freightliner M2 106 Dump Truck Link

<http://www.freightlinertrucks.com/Trucks/Models/M2106/Specs/>

Hi-Way Sand Spreader Link

<http://www.highwayequipment.com/equipment/hi-way/large-truck/e2020xt/>

Additional options required:

- Day Cab
- 15' Dump Truck Body
- 10 Speed Automatic Transmission
- 300 HP Cummings ISL Engine or Equivalent
- Electric Flip Tarp
- Aluminum Wheel Rims – NOT STEEL
- Electric brake set-up in additional to the air brake system
- Spreader to feature easy-install with gear case system

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 three (3) 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 Solicitation Document provided herein. 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 shall be permitted.
 - 1.2. Line item price sheet and specification sheet shall accompany each item bid.
2. Reference Form.
3. Warranty documentation.
4. Specification documentation and brochures.

PART V

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 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.



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

SOLICITATION INFORMATION	Quote Number:	#S14-016	RESPONDENT INFORMATION	Tax ID Number:	<input type="text"/>
	Due Date:	October 30, 2014		Business Name:	<input type="text"/>
	Time:	On or Before 3:00 PM CST		Address:	<input type="text"/>
	Submit to:	City of Leander Purchasing Division 200 W. Willis Street Leander, TX 78641 jsimonton@leandertx.org		Address:	<input type="text"/>
				Contact:	<input type="text"/>
				Telephone:	<input type="text"/>
				Entity Type:	<input type="text"/>
				E-mail:	<input type="text"/>

HOW DID YOU HEAR ABOUT THIS SOLICITATION?	<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"/>
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FIRST TIME RESPONDING TO CITY OF LEANDER?	<input type="checkbox"/> Yes <input type="checkbox"/> No	IS YOUR BUSINESS REGISTERED WITH TEXAS BID SYSTEM?	<input type="checkbox"/> Yes <input type="checkbox"/> No Register at: http://www.texasbidsystem.com
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ITEM #	DESCRIPTION	MAKE	MODEL	YEAR ('13, '14 or '15)	DAYS TO DELIVER	VEHICLE PRICE
Item #1	Dump Truck with Sand Spreader					
	If Coop Contract Please Indicate <input type="checkbox"/> State <input type="checkbox"/> TXMAS <input type="checkbox"/> BuyBoard <input type="checkbox"/> HGAC <input type="checkbox"/> Other	Number (If Applicable):				

Name and address of service location nearest Leander, Texas 78641: _____

AUTHORIZED SIGNATURE	Print Authorized Individual Name:	<input type="text"/>
	Authorized Signature:	<input type="text"/>
	Date:	<input type="text"/>

ATTACHMENT B

Hi-Way

E2020XT

Heavy-Duty Spreader

The **E2020XT** is the spreader of choice among municipalities for winter deicing. Mounted on a dump body or truck chassis, it features a gearcase assembly that quickly removes for faster service.

Standard Equipment:

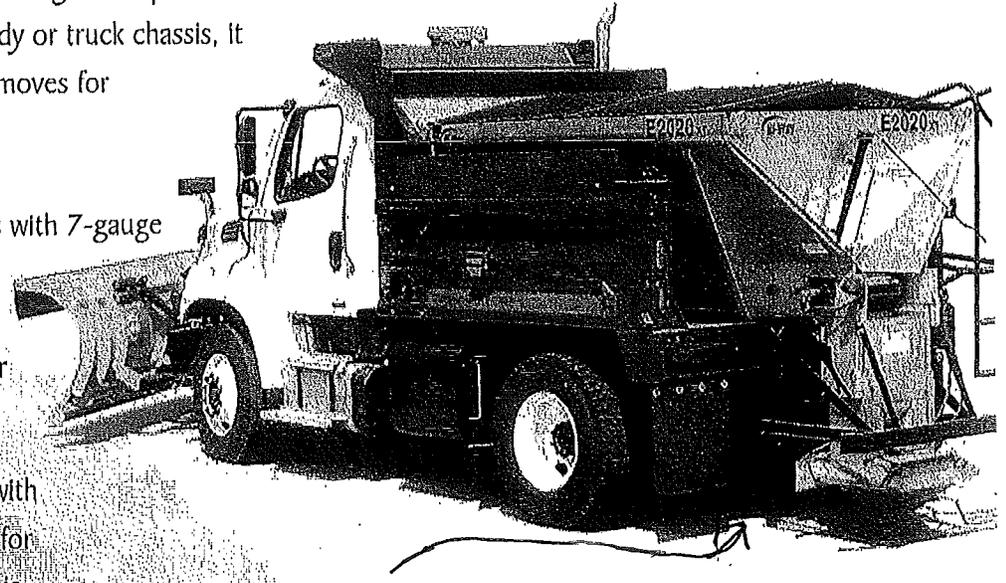
A heavy-duty 10-gauge hopper and stakes with 7-gauge conveyor bottom panel and sills. Stainless steel units are constructed of a 12-gauge hopper and stakes with 10-gauge conveyor bottom panel and sills.

A 24" (61cm) wide roller chain conveyor with 3/8" x 1-1/2" (9.5mm x 38mm) crossbars for spreading deicing materials. The conveyor is driven by a 6:1 reduction, 98% efficient spur gear drive with a hi-torque/low-speed hydraulic motor.

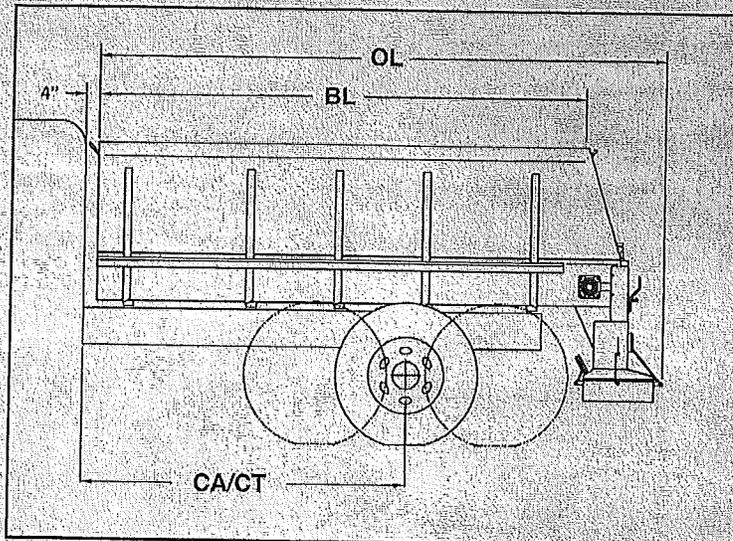
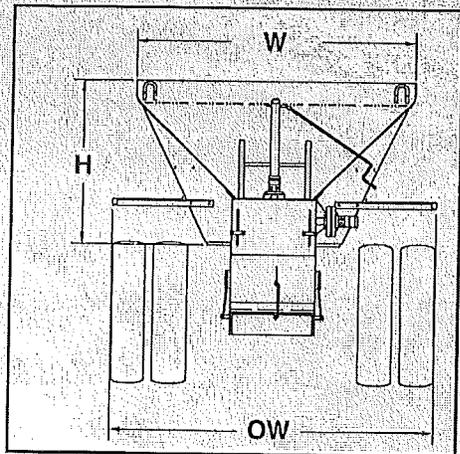
- A fully-enclosed height-adjustable hydraulic-drive spinner with two internal deflectors, a 20" (51cm) diameter spinner disc including six bolt-on hardened fins and a four-section baffle to control material application.

Optional Equipment:

- A #2 pintle chain, #4 belt-over-chain, or #5 straight belt conveyor for spreading a variety of materials.
- Series hydraulics, manual-dual hydraulics, or 18 horsepower Briggs & Stratton engine is available.
- An inverted "V" that mounts in a fixed or swinging position to reduce material bridging and protect the conveyor.
- Fenders, mud flaps, cab shield, and screens are just some of the other options available.
- Other popular options: inverted "V", hinged top screens, extended idler adjustment, extended idler grease tubes.
- Convenient dump body mounting kits or spring loaded chassis mount kits.
- Hi-Way will build to your specifications.



E2020XT Specifications



Inside Body Length-BL	Inside Body Width-W	Overall Length-OL	Overall Width-OW (w/fenders)	Height-H	Struck Capacity	Conveyor Width	Truck CA/CT*
9' (2.74 m)	82" (208 cm)	130.75" (332 cm)	96" (244 cm)	49.5" (126 cm)	4.7 yds ³ (3.6 m ³)	24" (61 cm)	72" (183 cm)
10' (3.05 m)	82" (208 cm)	142.75" (363 cm)	96" (244 cm)	49.5" (126 cm)	5.2 yds ³ (4.0 m ³)	24" (61 cm)	84" (213 cm)
11' (3.35 m)	82" (208 cm)	154.75" (391 cm)	96" (244 cm)	49.5" (126 cm)	5.8 yds ³ (4.4 m ³)	24" (61 cm)	84" (213 cm)
12' (3.66 m)	82" (208 cm)	166.75" (424 cm)	96" (244 cm)	49.5" (126 cm)	6.3 yds ³ (4.8 m ³)	24" (61 cm)	102" (259 cm)
13' (3.96 m)	82" (208 cm)	178.75" (454 cm)	96" (244 cm)	49.5" (126 cm)	6.9 yds ³ (5.3 m ³)	24" (61 cm)	102"/108" (259/274 cm)
14' (4.27 m)	82" (208 cm)	190.75" (485 cm)	96" (244 cm)	49.5" (126 cm)	7.5 yds ³ (5.7 m ³)	24" (61 cm)	120" (304 cm)
15' (4.57 m)	82" (208 cm)	210.00" (533 cm)	96" (244 cm)	49.5" (126 cm)	8.0 yds ³ (6.1 m ³)	24" (61 cm)	130" (330 cm)
16' (4.88 m)	82" (208 cm)	222.00" (564 cm)	96" (244 cm)	49.5" (126 cm)	8.6 yds ³ (6.6 m ³)	24" (61 cm)	138" (351 cm)

*The Cab to Axle/Tandem dimensions are only guidelines.

Consult federal, state and local weight laws and chassis manufacturer's ratings to ensure neither government weight restrictions, nor GVWR and GAWRs are exceeded.

Spreader Shipping Weight

- 1920 lbs. (871 kg)
- 2020 lbs. (916 kg)
- 2150 lbs. (975 kg)
- 2385 lbs. (1082 kg)
- 2535 lbs. (1150 kg)
- 2675 lbs. (1213 kg)
- 2825 lbs. (1281 kg)
- 2975 lbs. (1349 kg)

