



**CITY OF LEANDER**

**INVITATION FOR BID  
FLEET VEHICLE UPFITTING, LETTERING AND GRAPHICS**

**PART I**

**GENERAL**

1. **PURPOSE:** The City of Leander, herein after “City”, seeks to purchase from a qualified Individual, Firm or Corporation, (Respondent), fleet vehicle upfitting services, herein “Services”. The Services shall be ordered by the City on an as-needed basis and may include the purchase and installation of law enforcement and safety vehicle equipment. Services shall be turnkey to include vehicle pick-up, drop-off, installation of equipment, integration of systems, lettering and graphics.

The City seeks to maintain quality, reliability and efficiency within its vehicle fleet. With this goal in mind several manufacturers 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. Alternate equivalent items will be considered and are noted as “or equal” on item descriptions.

**Alternate equivalent manufacturers will be considered.**

Respondents are cautioned that any equipment installed 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 typically adds to its vehicle fleet each year by acquiring a number of new police, fire and utility vehicles. These vehicles can include sedans, pick-up trucks and sport utility vehicles. Each of these vehicles often requires additional equipment installed to suit the job that it is intended. Such equipment can include but is not limited to light bars, gun racks, cargo containers, console upgrades, sirens, video systems, speakers and docking stations.

Additionally, many of these vehicles also require lettering and graphics installation. Sample designs are herein included as Attachment C. City seeks Services to provide complete upfitting and graphics services for these new fleet additions on an as-needed basis. On occasion the City mechanic provides upfitting services for the fleet.

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Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this solicitation, in a separate agreement or on the face of a purchase order.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 through C are herein made a part of this solicitation:
- 4.1. Attachment A: Bid Form
  - 4.2. Attachment B: Reference Form
  - 4.3. Attachment C: Police and Fire Department Sample Graphics Design
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.
  - 6.2. 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.
  - 6.3. 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:

100 Miles from Leander, Texas 78641

300 Miles from Leander, Texas 78641

United States

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 vehicle fleet. 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. 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.

9. **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.

9.1. 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.

10. **COMMITTEE REVIEW:** An evaluation committee will review each response for solicitation compliance and technical scoring in each category using the following weighted criteria. A consensus score will be assigned to each response.

10.1. Price	70 Points
10.2. Responsibility of respondent	30 Points
10.3. Meets Specifications	Yes/No

The evaluation process may reveal additional information for consideration. The City reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations to serve the best interest of the City.

**City staff may seek to inspect the respondent's upfitting facility to assure adequate capacity. Such inspection shall be scheduled with the respondent in advance.**

11. **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.

11.1. 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.

12. **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>.

13. **AGREEMENT TERM AND CANCELLATION**: The term “agreement” shall mean the executed contract awarded as a result of this solicitation and all exhibits thereto.
- 13.1. At a minimum, the following documents will be incorporated into the agreement:
- 13.1.1. Solicitation document, attachments and exhibits;
  - 13.1.2. Solicitation addendums, if applicable;
  - 13.1.3. City’s Definitions, Terms and Conditions;
  - 13.1.4. Successful Respondent’s response documents.
- 13.2. 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.
- 13.3. 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.
- 13.4. 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.
- 13.5. If the agreement is terminated, for any reason, the Respondent shall complete all outstanding deliveries and provide any and all records to the City within fifteen (15) working days after completion of duties contained in the agreement.
14. **PRICE INCREASE OR DECREASE**: A price increase shall not be permitted.
15. **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.
16. **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.
17. **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.
18. **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:

- 18.1. 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
- 18.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
- 18.3. 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
- 18.4. 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>October 16, 2014</b> |
| 1.2. Deadline for questions                                     | <b>October 24, 2014</b> |
| 1.3. City responses to all questions or addendums               | <b>October 28, 2014</b> |
| 1.4. Responses for solicitation due at or before <b>3:00 PM</b> | <b>November 6, 2014</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:** The intent of these specifications is to secure fleet vehicle upfitting services, herein “Services”. The Services shall include the purchase and installation of law enforcement and safety vehicle equipment. Services shall be turnkey to include vehicle pick-up, drop-off, installation of equipment, integration of systems, lettering and graphics
2. **PICK-UP AND DELIVERY:** Pick-up and delivery of vehicles shall be to and from the City of Leander Police and Fire Departments located in Leander, Texas 78641. Delivery of vehicle(s) shall be made to City of Leander no later than sixty (60) calendar days after receipt of Purchase Order.
3. **INSTALLATION LOCATIONS:** To ensure correct installation of all equipment, City staff shall instruct vendor as to where equipment shall be mounted. Vehicle shall be inspected by city staff within fifteen (15) working days of delivery and completion of equipment installation and graphics. The vendor will be notified within this time frame if the goods delivered are damaged or not in full compliance with the specifications. Vendor shall have opportunity to correct installation problems per Part I, #13 of this solicitation.
  - 4.1. Failure to correct installation problems may result in termination of agreement;
  - 4.2. If installation problems are not corrected, the Services may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.

4. **AUXILIARY POWER:** Successful respondent shall provide power to all auxiliary jacks and power to the lights and sirens as well as tablet mounts and future circuits. Installation kits shall include all necessary wire, loom, fuses, brakes, heat shrink and wire ties.
5. **GRAPHICS INSTALLATION:** City shall provide schematic of graphics to be applied with color guidelines and electronic files. City recognizes that the graphics may change from vehicle to vehicle depending on type and use. Bid figures herein shall be used to evaluate the respondent's ability to provide the graphic services and evaluate market price competitiveness.
6. **WARRANTY: Manufacturer's standard warranty shall apply. Warranty documentation shall be included with each item installed.** 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. Warranties of all parts, equipment, valves and workmanship will be for a period of ninety (90) days from date of acceptance of equipment or the manufacturer warranty, whichever is longer, shall apply. 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. **USE OF SUBCONTRACTOR(S):** Successful respondent shall not subcontract, transfer, or assign any portion of the contract without prior, written approval from the City.
8. **STRIP-OUTS:** Strip-outs will be performed in a manner that minimizes cosmetic damage to the vehicles. Holes in roofs, deck lids, and exterior panels will be sealed to prevent wind, dust, and water intrusion. In the event that any electrical circuits remain powered after removal of components exposed wire ends will be capped and insulated to prevent electrical hazards
9. **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.
9. **PRICING:** Pricing for purchase of equipment shall be based on respondent's discount off of manufacture list price and shall be listed as a percentage.

#### **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 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. Alternate equivalent brands shall be noted if applicable with attached literature.
2. Attachment B – Reference sheet.
3. List of full-time and part-time staff and associated certifications if applicable.

**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 Page 1/3  
PURCHASING DEPARTMENT  
200 W. Willis Street • Leander, Texas 78641**

<b>SOLICITATION INFORMATION</b>	Quote Number: <b>#S15-006</b>	<b>RESPONDENT INFORMATION</b>	Tax ID Number: _____
	Due Date: November 6, 2014		Business Name: _____
	Time: On or Before 3:00 PM CST		Address: _____
	Submit to: City of Leander Purchasing Division 200 W. Willis Street Leander, TX 78641 <a href="mailto:jsimonton@leandertx.org">jsimonton@leandertx.org</a>		Address: _____
			Contact: _____
			Telephone: _____
			Entity Type: _____
			E-mail: _____

<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 _____
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<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>
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**Number of years in business:** \_\_\_\_\_

**Location of shop where upfitting will be done:** \_\_\_\_\_

<b>AUTHORIZED SIGNATURE</b>	Print Authorized Individual Name: _____
	Authorized Signature: _____
	Date: _____



**CITY OF LEANDER BID FORM – ATTACHMENT A Page 2/3**  
**PURCHASING DEPARTMENT**  
**200 W. Willis Street • Leander, Texas 78641**

Item #	Description	Unit of Measure	Price	"Or Equal" Alternate Equivalent Manufacturer Name (If Applicable)
1	Graphics Police Department Tahoe	Per Vehicle	\$	
2	Graphics Fire Department Pick-Up	Per Vehicle	\$	
3	Delivery and Pickup Charge	Per Vehicle	\$	
4	Hourly Labor Rate for Installation of Equipment and Systems	Per Hour	\$	
5	Hourly Labor Rate for Repair or Service of Equipment and Systems	Per Hour	\$	
6	Manufacturer: ProGard	% Off List Price	%	
7	Manufacturer: Havis	% Off List Price	%	
8	Manufacturer: Plastix Plus	% Off List Price	%	
9	Manufacturer: Panasonic	% Off List Price	%	
10	Manufacturer: Motorola	% Off List Price	%	
11	Manufacturer: Setina	% Off List Price	%	
12	Manufacturer: Whelen	% Off List Price	%	
13	Manufacturer: Signal	% Off List Price	%	
14	Manufacturer: Lund Industries	% Off List Price	%	
15	Manufacturer: Federal Signal	% Off List Price	%	
16	Manufacturer: BAKFlip Tonneau Covers	% Off List Price	%	
17	Manufacturer: Jotto	% Off List Price	%	
18	Manufacturer: Brooking	% Off List Price	%	
19	Manufacturer: Patriot	% Off List Price	%	
20	Manufacturer: Gamber	% Off List Price	%	



**CITY OF LEANDER BID FORM – ATTACHMENT A Page 3/3**  
**PURCHASING DEPARTMENT**  
**200 W. Willis Street • Leander, Texas 78641**

<b>Item #</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Price</b>	<b>"Or Equal" Alternate Equivalent Manufacturer Name (If Applicable)</b>
21	Manufacturer: Tremco	% Off List Price	%	
22	Manufacturer: Troy	% Off List Price	%	
23	Manufacturer: D&R	% Off List Price	%	
24	Manufacturer: OPS	% Off List Price	%	
25	Manufacturer: Noptic	% Off List Price	%	
26	Manufacturer: Cap/Wildfire	% Off List Price	%	
27	Manufacturer: Santa Cruz Gun Locks	% Off List Price	%	
28	Manufacturer: Kodiak	% Off List Price	%	
29	Manufacturer: Bayco NightStick	% Off List Price	%	
30	Manufacturer: Stop Stick	% Off List Price	%	
31	Manufacturer: HG2	% Off List Price	%	
32	Manufacturer: Go Industries	% Off List Price	%	
33	Manufacturer: Tufloc	% Off List Price	%	
34	Manufacturer: Truck Vault	% Off List Price	%	
35	Manufacturer: Dell Computers	% Off List Price	%	
36	Manufacturer: Brother	% Off List Price	%	
37	Manufacturer: American Aluminum	% Off List Price	%	
38	Manufacturer: ACE K9	% Off List Price	%	
39	Manufacturer: Other Misc. Safety Products	% Off List Price	%	
40	Manufacturer: Third Party (NON OEM) Parts and Options	% Off List Price	%	



ATTACHMENT C

POLICE AND FIRE DEPARTMENT VEHICLE SAMPLE GRAPHICS DESIGN

