



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

INVITATION FOR BID

**Zebra TC75 Android Handheld
Mobile Computers**

SOLICITATION NUMBER 16-003

NOVEMBER 2015

CITY OF ROUND ROCK
INVITATION FOR BID
Zebra TC75 Android Handheld Mobile Computers

PART I
GENERAL

1. **PURPOSE:** The City of Round Rock, herein after “the City” is seeking bids with a qualified Individual, Firm or Corporation, hereafter referred to as “Bidder”, to provide a total of thirty-one (31) each, Zebra TC75 Android Mobile Handheld Computers including peripherals and accessories and five (5) year Zebra OneCare essential service (includes comprehensive coverage).

2. **BACKGROUND:** The Zebra TC75 Android Mobile Handheld Computer devices will be utilized by the City of Round Rock - Police Department as an automated handheld mobile citation (e-ticket) entry system.

3. **ATTACHMENTS:** Attachment A through C, are herein made part of this invitation for bid:
 - 3.1 **Attachment A:** Bid Sheet
 - 3.2 **Attachment B:** Reference Sheet
 - 3.3 **Attachment C:** Addendum Acknowledgment Form

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

Mike Schurwon, CPPB, CTPM
Purchaser
Purchasing Department
City of Round Rock
E-mail: mschurwon@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. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Bidders who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - 5.1. Be firms, corporations, individuals or partnerships normally engaged in providing Zebra TC75 Android Mobile Handheld Computer as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - 5.2. Be domiciled in or have a home office inside the United States. Bidders 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;

6. **DAMAGE:** The Respondent shall be responsible for damage to the City's equipment and / or property, the workplace and its contents by its work, negligence in work, its personnel and equipment usage.

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7. **PRICING:** The bidder shall submit a fixed cost for the delivery of all Zebra TC75 Android Mobile Handheld Computers and shall include all incidental costs including labor, overhead charges, freight, equipment acquisition and maintenance, demurrage, and fuel surcharges to provide the required Zebra TC75 Android Mobile Handheld Computers, peripherals, accessories, and five (5) year Zebra OneCare essential service (includes comprehensive coverage). No separate line item charges shall be permitted for either response or invoice purposes.
8. **ACCEPTANCE/INSPECTION:** Zebra TC75 Android Handheld Mobile Computer deliveries shall be made Monday through Friday. The awarded vendor will be notified within one (1) business day if the Zebra TC75 Android Mobile Handheld Computers delivered are not in full compliance with the specifications. In the event the Zebra TC75 Android Handheld Mobile Computers did not perform to the satisfaction of the City of Round Rock – Police Department, the City shall notify awarded vendor the same business day in order to re-schedule Zebra TC75 Android Handheld Mobile Computers for the specific pickup. If any agreement or purchase order is cancelled for non-acceptance, the needed Zebra TC75 Android Mobile Handheld Computers may be purchased elsewhere and the vendor may be charged liquidated damages.

PART II

SPECIFICATIONS

1. **SCOPE:** The City of Round Rock is requesting invitation for bids for a total of thirty-one (31) each, Zebra TC75 Android Mobile Handheld Computers including peripherals and accessories and five (5) year Zebra OneCare essential service (includes comprehensive coverage) for City of Round Rock – Police Department.
2. **PRODCUT SPECIFICATIONS:** The successful awarded vendor is required to provide formal bid pricing for a total of thirty-one (31) each, Zebra TC75 Android Mobile Handheld Computers including peripherals and accessories including a five (5) year Zebra OneCare essential service (includes comprehensive coverage) in accordance with the minimum specifications. See Attachment A: Bid Form.

NOTE: Delivery excludes the City of Round Rock holidays as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day (and either working day before or after).
3. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase 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.

PART III
SCHEDULE AND RESPONSE INSTRUCTIONS

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

EVENT	DATES
Solicitation released	November 5, 2015
Deadline for submission of questions	November 10, 2015 @ 5:00 PM, CST
City responses to questions or addendums	November 11, 2015 @ 5:00 PM, CST
Deadline for submission of responses	November 19, 2015 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by November 10, 2015, @ 5:00 p.m., CST 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>

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:** Bidders shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, 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 November 19, 2015 @ 3:00 p.m., on the due date noted in Part III, Section 1. Mail or hand deliver sealed responses to:

City of Round Rock
Attn: Mike Schurwon, CPPB, CTPM
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299

- 3.1 Sealed bid responses shall be clearly marked on the outside of packaging with the Solicitation title (Zebra TC75 Mobile Handheld Computer), number (IFB No. 16-003), due date and "DO NOT OPEN".
- 3.2 Facsimile or electronically transmitted responses are not acceptable.
- 3.3 Responses cannot be altered or amended after opening.
- 3.4 No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 3.5 The City will not be bound by any oral statement or offer made contrary to the written specifications.
- 3.6 Samples and/or copies 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.

Bidders 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>
6. **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.
7. **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 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 Bidders in compiling their final responses. Bidders are encouraged to carefully read the entire solicitation.

Bidders shall submit one (1) evident signed "Original" and two (2) 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. Bidders are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

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

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 than the City's Solicitation Document may result in disqualification of the response.

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.

Attachment C: Provide signed copy of the Addendum Acknowledgement Form or a signed copy of each issued addendum with bid upon submission.

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), General Services Administration (GSA), Inter-local Agreement, or any other contractual resource.

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.
 - 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.

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>
2. **DEFINITIONS, TERMS AND CONDITIONS**: By submitting a response to this solicitation, the Bidder 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 Bidders 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>
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:
 - 3.1 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
 - 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 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

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- 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 C:
ADDENDUM ACKNOWLEDGMENT FORM**

NOTE: If multiple addendums have been issued, Bidders may complete and return this attachment with their proposal in place of the individual addendums to be submitted. Failure to provide either this form or the individual addendums with signatures may result in disqualification of the proposal.

Addenda Acknowledgment: The undersigned acknowledges the receipt of the following Addenda:

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Respondent (Company): _____

Signature (in ink): _____

Name (Typed/printed): _____

Title: _____ **Date:** _____