



City of Conway - Mayor's Office
www.cityofconway.org

Invitation and Bid 2007-37

INVITATION

TO THE VENDOR ADDRESSED:

Bidders are invited to furnish the items listed herein in accordance with the terms and conditions attached. [Sealed](#) bids must be in the Mayor's Office (1201 Oak Street) no later than [10 am, Tuesday, May 29th, 2007](#) at which time all bids will be opened and read in the Downstairs Conference Room in City Hall. Successful bidders will receive purchase order, if necessary within 30 days after approval from City Council. [Unsigned bids will be rejected.](#)

City of Conway Parks & Recreation Department

BID MINIMUM SPECIFICATIONS

Baseball/T-Ball Team and Individual Photo Packages for the Conway Youth/Shortstuff Baseball Programs for the period commencing Summer 2007, with the option to renew for one year at a time for two additional years upon proper notice and compliance with all rules and requirements of bid. The City reserves the right to cancel such option at any time for any reason with a 30 day written notice.

- The bid price will be for a photo package that will consist of one (1) 8x10 team photo, two (2) 5x7 individual photos, and eight (8) wallet size individual photos. All fees and taxes shall be included in prices quoted.
- The photographer will have the option to sell additional packages to parents at a reasonable price.
- The winning bidder shall be required to pay \$1500 to the City of Conway Parks and Recreation Department by March 1st of each year starting in 2008, to be used toward the Conway Youth Baseball program. Due to the 2007 season having already started, this fee will be required to be paid to the City of Conway Parks and Recreation Department within 10 days after receipt of award.

- The winning bidder shall also be required to provide to the Conway Parks and Recreation Department three (3) 8x10 team photos, which will be used as appreciation photos to team sponsors and team coaches.
- The photographer will be required to work with the coaches to photograph their teams at a convenient time and when all of their players can be present.
- The photographer will be required to provide all equipment needed for the sports portrait settings, the receipt of all money, and the delivery of all sports portrait packages.
- The City shall be held harmless from any and all claims made by individuals arising from this sports photo contract.
- The City reserves the right to change any specifications, terms and/or conditions at any time, with adequate notice in writing to winning bidder of those changes.

Bid specifications are available online at www.cityofconway.org. For additional information involving the bid specs please call Brian Knopp at 501.450.6186

Please mail all bid specifications to:

Mayor's Office
Attn: Felicia Rogers
Bid 2007-37
1201 Oak Street
Conway, AR 72032

City of Conway - Parks & Recreation Dept.

Bid Number: 2007-37

Bid Opening Date: May 29, 2007

Bid price for sports photo package: \$ _____

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

Company Name

Company Representative Name

Representative's Signature

Address

Email Address

City

State

Zip

Telephone Number

Fax Number

Date

City of Conway
TERMS AND CONDITIONS

Important – Read Carefully

By Submission of bid, bidder certifies that he has read all terms and conditions and that bid is submitted in accordance therewith.

1. Prices quoted will be considered to be net prices unless otherwise stated by the bidder. Cash discounts requiring payments in less than 30 days will not be considered in making awards.
2. Prices quoted shall be FOB Conway unless otherwise specifically stated on proposal. In either case, delivery charges must be prepaid.
3. All fees and taxes shall be included in prices quoted.
4. Bidder certifies that he will make delivery of items for which he bids within 10 days after receipt of award – unless otherwise specifically stated. Time of delivery in excess of 10 days may be considered a factor in making awards.
5. In case of default of contractor in making deliveries as per contract, the City may procure the articles or services from other sources and hold the contractor responsible for all excess costs occasioned thereby. Bidder's record as to satisfactory performance under previous contracts will be considered a factor in making awards and retention on bid lists.
6. The City reserves the right to reject any or all bids, in part or in whole and to waive information in bids received.
7. If not otherwise specified, bidder must furnish brand names with catalog number, if any, on items which are offered as "equal." In all such cases the burden of establishing equality is upon the bidder and failure to do so within a reasonable time may result in rejection. Alternative bids will not be considered unless no other type bid for the item is received.
8. In the case of equal or tie bids, preference will be given to Arkansas bidders. Other than as stated in the first sentence, awards on tie bids will be made at the discretion of the purchasing official. In such cases, "splitting" will be avoided and awards of previous contract(s) to one or more of the bidders will not be a factor.
9. In the event that bidder is unable to furnish all of an item, bids on portions thereof may be considered.
10. Final inspections and acceptance or rejection will be made after delivery. Items rejected because of non-conformance shall be removed and replaced immediately with those which meet specifications, all at the expense of the contractor. In the event that necessity requires the use of non-conforming items, payment therefore will be made at a proper reduction in price which shall be not greater than contractor's actual cost by purchase, fabrication, manufacture or other production method plus transportation paid to carriers. All costs in connection with testing items that do not meet specifications shall be paid by contractor.
11. Quality, time of performance, probability of performance, and location of bidder will be factors in awards of all contracts.
12. The City reserves the right to purchase any, all or none of the items listed, in combinations thereof that may be in the best interest of the City of Conway.
13. The City reserves the right to change any specifications, terms and/or conditions at any time, with adequate notice in writing to bid invitees of those changes, if any.
14. The City is qualified for "GSA" pricing schedules, if available and applicable.
15. The City reserves the right to waive any informalities or minor defects, but this shall not be construed to indicate waiver of any specification, term and/or condition unless in the best interest of the City in the judgment of the City.
16. **CONSTRUCTION/INSTALLATION:** Any construction work that is worth \$20,000 or more must comply with Arkansas Code Annotated § 22-9-204.
17. **PROHIBITED INTEREST CONDITION:** No official of the City authorized on behalf of the City to specify, plan, design, negotiate, make, accept or approve, or take part in specifying, planning, negotiating, making, accepting or approving any construction or material purchase contract or any subcontract in connection with any purchase made by the City of Conway shall become directly or indirectly interested personally in the purchase in the purchase or any part thereof.
18. **EQUAL OPPORTUNITY IN EMPLOYMENT:** All qualified bidders will receive consideration without regard to race, color, religion, sex, age, disability or national origin.