

CITY OF CONWAY
CITY OF CONWAY STREET DEPARTMENT
BID INVITATION

Bid Number: 2008-28

BID OPENING LOCATION:
 City of Conway Mayor's Office
 1201 Oak Street

MAIL TO:
 City of Conway Mayor's Office
 1201 Oak Street

DELIVER TO:
 City of Conway Mayor's Office
 1201 Oak Street

Bid Opening Date: March 18, 2008 Time: 10:00AM Conway, AR 72032 Conway, AR 72032 Conway, AR 72032

Sealed bids for furnishing the commodities and/or services described below, subject to the Conditions on the reverse hereof and as may be attached hereto will be received at the above-noted mail and delivery locations until the above-noted bid opening date and time, and then publicly opened at the above-noted bid opening location. **Bids must be submitted on this form, with attachments when appropriate, or bids will be rejected. Late bids and unsigned bids will not be considered.**

In compliance with this Bid Invitation and subject to all the Conditions thereof, the undersigned offers and agrees to furnish any and all items upon which prices are quoted, at the price set opposite each item.

Company Name: _____

Name (Type or Print): _____

Address: _____

Title: _____

Phone: _____ Fax: _____

City: _____ State: _____ Zip: _____

E-mail Address: _____

Federal Tax ID or Social Security No.: _____

Signature: _____
 Signature must be original (not photocopied) and in ink. Unsigned bids will be rejected.

Item No.	Description	Quantity	Unit	Unit Price	Amount
1.	3,300 pound operating capacity skid steer loader with bucket with high flow hydraulics' able to operate street department current 40" hydraulic cold planer FOB: City of Conway Street Department, 100 East Robins, Conway, Arkansas 72032 Skid Steer Loader proposed to be furnished for this bid: Make _____ Model _____ Warranty _____ If any literature and/or specifications of items conflict with City of Conway specifications, the conflict(s) shall be specifically noted, corrected and submitted with the bid on a separate letterhead. Question regarding the equipment specification should be directed to Ben Brown at the City of Conway Street Department at 501-450-6165 (100 East Robins Conway, Arkansas 72032). The successful bidder will be required to complete delivery within 45 days after award.	1	ea.		
				TOTAL BID	

CONDITIONS

1. **ACCEPTANCE AND REJECTION:** The City of Conway (reserves the right to reject any or all bids, to accept bids in whole or in part (unless otherwise indicated by bidder), to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications where efficiency of operation will not be impaired, and to award bids to best serve the interest of the City of Conway.
2. **PRICES:** Unless otherwise stated in the Bid Invitation, the following will apply: (1) unit prices shall be bid, (2) prices should be stated in units of quantity specified (feet, each, lbs., etc.), (3) prices must be F.O.B. destination specified in bid, (4) prices must be firm and not subject to escalation, (5) bid must be firm for acceptance for 30 days from bid opening date. In case of errors in extension, unit prices shall govern. Discounts from bid price will not be considered in making awards.
3. **BID BONDS AND PERFORMANCE BONDS:** If required, a **Bid Bond** in the form of a cashier's check, certified check, or surety bond issued by a surety company, in an amount stated in the Bid Invitation, must accompany bid. **Personal and company checks are not acceptable as Bid Bonds.** Failure to submit a Bid Bond as required will cause a bid to be rejected. The Bid Bond will be forfeited as liquidated damages if the successful bidder fails to provide a required Performance Bond within the period stipulated by CITY OF CONWAY or fails to honor their bid. Cashier's checks and certified checks submitted as Bid Bonds will be returned to unsuccessful bidders; surety bonds will be retained. The successful bidder will be required to furnish a **Performance Bond** in an amount stated in the Bid Invitation and in the form of a cashier's check, certified check, or surety bond issued by a surety company, unless otherwise stated in the Bid Invitation, as a guarantee of delivery of goods/services in accordance with the specifications and within the time established in the bid. **Personal and company checks are not acceptable as Performance Bonds.** In some cases, a cashier's check or certified check submitted as a Bid Bond will be held as the Performance Bond of the successful bidder. Cashier's checks or certified checks submitted as Performance Bonds will be refunded shortly after payment has been made to the successful bidder for completion of all terms of the bid; surety bonds will be retained. Surety bonds must be issued by a surety company authorized to do business in Arkansas, and must be signed by a Resident Local Agent licensed by the Arkansas State Insurance Commissioner to represent that surety company. Resident Agent's Power-of-Attorney must accompany the surety bond. Certain bids involving labor will require Performance Bonds in the form of surety bonds only (no checks of any kind allowed). In such cases, the company issuing the surety bond must comply with all stipulations herein and must be named in the U. S. Treasury listing of companies holding Certificates of Authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies. Any excess between the face amount of the bond and the underwriting limitation of the bonding company shall be protected by reinsurance provided by an acceptable reinsuring company.
4. **TAXES:** The CITY OF CONWAY is not exempt from Arkansas State Sales and Use Taxes, or local option city/City of Conway sales taxes, when applicable, and bidders are responsible to the State Revenue Department for such taxes. These taxes should not be included in bid prices, but where required by law, will be paid by the CITY OF CONWAY as an addition thereto, and should be added to the billing to the CITY OF CONWAY. The CITY OF CONWAY is exempt from Federal Excise Taxes on all commodities except motor fuels; and excise taxes should not be included in bid prices except for motor fuels. Where applicable, tax exemption certificates will be furnished by the CITY OF CONWAY.
5. **"ALL OR NONE" BIDS:** Bidders who wish to bid "All or None" on two or more items shall so stipulate on the face of bid sheet; otherwise, bid may be awarded on an individual item basis.
6. **SPECIFICATIONS:** Complete specifications should be attached for any substitution or alternate offered, or where amplification is necessary. Bidder's name must be placed on all attachments to the bid.
7. **EXCEPTIONS TO SPECIFICATIONS:** Any exceptions to the bid specifications must be stated in the bid. Any exceptions to manufacturer's published literature must be stated in the bid, or it will be assumed that bidder is bidding exactly as stated in the literature.
8. **BRAND NAME REFERENCES:** All brand name references in bid specifications refer to that commodity or its equivalent, unless otherwise stated in Bid Invitation. Bidder should state brand or trade name of item being bid, if such name exists.
9. **FREIGHT:** All freight charges should be included in bid price. Any change in common carrier rates authorized by the Interstate Commerce Commission will be adjusted if such change occurs after the bid opening date. Receipted common carrier bills that reflect ICC authorized rate changes must be furnished.
10. **SAMPLES AND LITERATURE:** Samples or technical literature must be provided within 14 days of CITY OF CONWAY request unless CITY OF CONWAY extends time. Failure to provide samples or literature within this period may cause bid to be rejected. When required, samples of items must be furnished free of charge, prior to or after the opening of bids, and, if not destroyed, will be returned upon request at the bidder's expense. Each individual sample must be labeled with bidder's name and item number. Request for return of samples must be made within 10 days following submission of sample. Samples from successful bidders will be retained for comparison with items actually furnished.
11. **GUARANTY:** Unless otherwise indicated in Bid Invitation, it is understood and agreed that any item offered or shipped on this bid shall be newly manufactured, latest model and design, and in first class condition; and that all containers shall be new, suitable for storage or shipment and in compliance with all applicable laws relating to construction, packaging, labeling and registration.
12. **BACKORDERS OR DELAY IN DELIVERY:** Backorders or failure to deliver within the time required may constitute default. Vendor must give written notice to the CITY OF CONWAY, as soon as possible, of the reason for any delay and the expected delivery date. The CITY OF CONWAY has the right to extend delivery if reasons appear valid. If reason or delivery date is not acceptable, vendor is in default.
13. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance by CITY OF CONWAY after delivery. Default in promised delivery or failure to meet specifications authorizes the CITY OF CONWAY to cancel award or any portion of same, to reasonably purchase commodities or services elsewhere and to charge full increase, if any, in cost and handling to defaulting vendor. Applicable bonds may be forfeited.
14. **ETHICS:** *"It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a State contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business."* (Arkansas Code, Annotated, Section 19-11-708).

ACCEPTANCE (City of Conway Use Only)

Bid No. # _____ Accepted as to items numbered _____

Date _____ By _____

City of Conway Mayor's Officer

**FOUR WHEEL DRIVE SKID STEER LOADER
3,300 POUNDS OPERATING CAPACITY
WITH MATERIAL BUCKET**

1. General: Pneumatic tired Four Wheel Drive Skid Steer Loader of unit design engineered from the ground up for frontend loading operation. Loader shall have a minimum rated operating load of 3,300 pounds. The rated operating load shall not exceed 50% of the tipping load rating per SAE J818. Tipping load rating shall be in accordance with SAE J732. Skid steer must be able to work with the Street Departments 40" hydraulic planer without any modification. The Street Department reserves the right to request a demonstration at the street department shop to make sure it will work before approval.

2. Engine: Rear mounted, liquid cooled diesel with no less than 84 net horsepower at rated RPM. Shall be equipped with electric starter, battery and alternator. Shall have approved dry type air cleaner, pre-cleaner, lube oil filter, fuel filter(s), muffler and fuel tank with a capacity for no less than eight (8) hours of operation. Cooling system shall have anti-freeze protection to -20° F, or lower.

3. Instruments: Shall be equipped with ammeter or charge indicator light, tachometer, electric hour meter, fuel gauge and all other necessary gauges or indicators, including temperature and oil pressure.

4. Transmission: Hydrostatic with dual lever hand controls for steering, speed and direction. Shall have a minimum of two (2) ranges providing infinite travel speeds up to no less than 10 mph.

5. Final Drive: No less than #120 final drive chain.

6. Brakes: Operational braking shall be dynamic through the hydrostatic transmission. Shall have parking brake as regularly furnished by manufacturer.

7. Tires: No less than 12 ply, with R-4 equivalent tread.

8. Hydraulic System: Shall consist of reservoir with baffles, oil cooler, hydraulic pump with a minimum output of 35 gpm, control valve/s with a minimum of three (3) spools, necessary relief valves, lift and dump cylinders, auxiliary hydraulic lines (complete with quick couplers) mounted on loader arm for supplying hydraulic oil flow to attachments, and necessary filters with replaceable elements. Controls for the planer must be on the hand controls and shall be convenient to operator. No add on controls other than factory installed will be considered. Lift and dump controls shall be foot operated.

9. Cab: Fully enclosed pressurized cab with side screens meeting the requirements of SAE J1040 and SAE J1043 for Roll over Protective Structure and Falling Object Protective Structure. Cab shall be equipped with safety glass windshield and windows, air conditioning, heater-defroster unit, front windshield wiper with washer, inside rear view mirror, headliner, floor cover plates, floor mat, adjustable suspension seat equipped with arm rests, and seat belt per SAE J386.

10. Safety Equipment: Shall be equipped with a lift arm support device .

11. Quick Change Attachment System: Loader shall be equipped with an attachment system which will allow the loader bucket and other attachments to be quickly attached or removed from the operator seat.

12. Attachments: The unit shall be complete with the following attachments.

Bucket: Material bucket with a minimum SAE rated heaped capacity of 14 cubic feet complete with bolt-on cutting edge. Bucket width shall be no less than the outside to outside measurement of the tires. Maximum dumping height with bucket at dump angle shall be no less than 100". Bucket reach forward shall be no less than 28" at maximum dumping height with bucket at dump angle. Bucket shall be designed for use with quick change attachment system specified above.

13. Delivery Requirements: Unit shall be delivered with the attachment specified above completely installed and ready for operation.

14. Weight: Operating weight of machine ready for continuous operation with cab, bucket, tires specified above, and as specified in SAE J732, shall be no less than 9,000 pounds.

15. Additional Equipment: Shall be equipped with backup alarm, front and rear work lights, four way warning flashers and vandalism protection.

16. Color: Shall be painted the standard manufactures factory color.

17. Warranty: Units purchased under this specification shall be warranted against defects in material and workmanship for a minimum period of twelve (12) months (365 days) from date unit is placed in operation.

A. Warranty shall include all parts, labor and transportation costs to the location of equipment.

B. If equipment cannot be repaired on location, warranty shall include cost of transport to the facility where the repair work will be done.

C. It will be the responsibility of the successful bidder to insure that repairs are completed in a timely manner.

D. If any warranty literature submitted with the bid conflicts with warranty requirements, the conflict(s) shall be specifically noted, corrected and included with the bid or the conflict(s) will be considered an exception to warranty specifications and the bid rejected.

E. Recent prior failure to provide warranty-work, parts, replacement parts or service, in a timely manner, for equipment from the same manufacturer or dealer shall be grounds for the rejection of any submitted bid, or for the denial of any otherwise qualified low bidder, whether such failure is attributable to the manufacturer or the dealer of the equipment. For the purposes of this paragraph "timely manner" means a period of time not exceeding thirty (30) calendar days to provide requested warranty-work, parts, replacement parts, or service. For the purposes of this paragraph "manufacturer" means the original manufacturer of the equipment and its successor or successors, regardless of number, and whether acquired by sale, merger, or otherwise. For the purposes of this paragraph "replacement part" means a part redesigned by a manufacturer to correct a design or engineering defect and which replacement part is capable of providing dependable performance in normal operation conditions for its normal service life without failure. Such bid or bids may be rejected by the Department until such failure or failures have been remedied to the satisfaction of the Department and until such manufacturer or dealer is providing such warranty-work, parts, replacement parts, and service in a timely manner.

18. Manuals: The successful bidder shall furnish an Operator's Instruction Manual with each unit delivered and one (1) copy each of Shop Repair Manual and Parts Book (for engine and attachment as well as machine and related components). The successful bidder may provide Shop Repair Manuals and Parts Manuals on computer media (CD ROM, Floppy Disks, etc.) in lieu of printed manuals.

19. Training: The successful bidder shall furnish qualified personnel to instruct operators and service technicians on operation and maintenance of machine.

20. Current Model: Units furnished under this specification shall be the latest improved model in current production, as offered to commercial trade, built for the U.S. market, and shall be of quality workmanship and material. Machines manufactured for foreign markets will not be accepted. All equipment offered under this specification shall be new. Used, reconditioned, shopworn, demonstrator, prototype or discontinued models are not acceptable. Manufacturers of the units supplied must have been in the business of producing operational units for at least two years and must have recently sold similar units to domestic governmental agencies. The model furnished must have been in production for a minimum of one year, or be the latest version of a previous model. Bidder/s may be required to submit documentation substantiating the aforementioned requirements. A list of user references may also be required.

21. Shall be assembled, adjusted and made ready for continuous operation at time of delivery.

All parts, accessories and tools necessary for satisfactory operation of this unit shall be furnished whether or not they are specifically mentioned in this specification (including standard equipment as regularly furnished by manufacturer as shown on printed literature and specifications - unless specifically excluded by this specification).

22. Parts Inventory & Service Facilities: The successful bidder shall maintain a representative inventory of replacement parts and service facilities for servicing equipment bid on.

23. Demonstration: The City Of Conway Street Department reserves the right to require a demonstration, under actual working conditions, of equipment bid under this specification before award is made. The demonstration would be performed (free of any charge) by the bidder or an authorized representative at a mutually acceptable location. If requested, the bidder should be prepared to demonstrate the equipment after notification. Failure of the bidder to perform a satisfactory demonstration may be grounds for rejection of the bid.