



City of Conway – Mayor’s Office  
[www.cityofconway.org](http://www.cityofconway.org)

**Invitation and Bid 2008-36**

**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, on Thursday, May 15<sup>th</sup>, 2008 @ 10:00am** 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 Sanitation Department  
Bid Specification  
Trackhoe Excavator

**Bid Specification Information:**

**All applicable taxes, miscellaneous fees, freight/shipping (if applicable) should be included in the bid and the quote shall be final.**

**Bid shall represent trade-in value of current machine which will be subtracted from the unit price of new machine. Awarded bidder shall take possession of 325 SN# 101487 and remove from Sanitation facility within thirty days after delivery of new machine.**

**Labor, shipping, pick-up, delivery and warranty shall also be included. Awarded bidder must deliver new machine meeting all requirements, ready to use within 60 days of purchase order date.**

**Any questions regarding bids or specifications please contact Cheryl Harrington at 501.450.6155 or by email at [cheryl.harrington@cityofconway.org](mailto:cheryl.harrington@cityofconway.org)**

**Bid Specifications can be obtained at [www.cityofconway.org](http://www.cityofconway.org)**

## **Minimum Bid Specifications**

### **General Information:**

This specification is for the replacement of a 325L (Serial number 98208469) Motor # 3116 (Serial number 101487) 70Y100537113442 excavator mounted on track type undercarriage. The machine furnished must be current model built for the U.S. market and have a minimum operating weight of 64,400 lbs. Machine manufacturer for foreign markets will not be accepted. Equipment Considered conforming to this specification and meet the requirements of the Conway Sanitation Department.

Engine: Liquid cooled diesel developing a minimum of 185SAE net horse power @ 2200 RPM. Shall have electrical starting equipment including starter, battery, alternator and charge indicator. Shall have governor, oil pressure actuated electric hour meter, Lube oil filters and fuel filter with replaceable elements, approved dry type air cleaner and precleaner.

All gauges or including temperature, oil pressure, hour meter, and ampere meter are mounted in instrument panel in cab readily visible to operator from seat. Engine shall be TIER III EMISSION CERTIFIED.

Cooling System: Cooling system must be equipped with a reversible fan to change direction of air flow to aid in keeping cooling system purged.

Hydraulic System: Must be equipped to deliver a minimum of 29,000 lbs. Crowd force-arm, minimum of 39,450 lbs. Digging force-Bucket, minimum of 15,850 @ 25ft. Lift Capacity (F), and a minimum of 9,500 @ 25ft. Lift Capacity (S).

Arm and Bucket Specifications: Boom of 19'2" and Arm of 10'. A minimum Bucket capacity of 1.44 cubic yards. A minimum Digging height 32' and a minimum dumping height 22'8", minimum digging depth of 21'2".

Additional Equipped Options: Trackhoe shall be equipped with a fixed grapple thumb which may be adjusted or removed manually.

Performance: A minimum swing speed RPM of 10.2, a travel capable of 3.3/na/np, a drawbar pull minimum of 55,900 lbs.

Pads: Shoe width of 31.5" and a maximum ground pressure of 6.52 lbs. per square inch.

Undercarriage: Minimum overall length 15'9.5" minimum Idler to Sprocket length 13'. There should be a minimum of eight rollers on bottom and two on top per side. Idlers and Rollers shall be sealed and lubricated.

Controls: Shall have two joysticks to control bucket crowd, boom, and swing located on either side of operator's seat. Two pedals that shall be operated by foot or hand to control each tracks walking ability. Controls shall give operator the ability to bias hydraulics so that maximum force or speed may be utilized.

Operator's Compartment: Track excavator must have enclosed cab with A/C and Heater capable of maintaining cab climate of 72 degrees year round and standard FM radio. Windshield wipers will be included in all windows used in navigation. Adjustable suspension seat and seat belt. All controls shall be easily accessible to operator including engine start, stop and throttle controls and gauges or indicators. Operator's compartment shall meet all OSHA specifications for rollover protection (ROPS) and falling object protection (FOPS).

Warranty: Excavator purchased this specification shall be warranted against defects in materials and workmanship for a minimum period of 24months or 3000 hours from the date the trackhoe excavator is placed in service. Warranty shall include all parts, labor, and any travel expenses for the service call or hauling to and from the location. This is a minimum warranty required in order for a bid to be considered. Any warranty by the manufacturer on components of the machine purchased that exceeds the minimum warranty specified (and is so advertised and included in manufacturer's printed data sheets) shall be passed on to the City of Conway.

The successful bidder shall furnish Operator's Instruction Manual in book form and provide Parts Manual in book and Disc form.

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

Training: The successful bidder shall furnish qualified personnel to instruct City of Conway operators and service technicians on operation, fluid types and maintenance of unit purchased under this specification in addition, the successful bidder shall furnish information on any factory service schools which would be available for City of Conway service technicians.

The successful bidder shall maintain a representative of replacement parts and service facility for servicing equipment bid on and with a radius of 60 miles.

Any failure to meet bid specification must be submitted in writing to the City of Conway Sanitation department postmarked five days before bid being awarded. Any failure to do so will result in said bid being excluded from consideration.

#### **Additional Information**

The bidder shall include all charges, including taxes, fees, shipping (if applicable)

The bidder needs to include an anticipated delivery date. (if applicable)

In submitting this bid, it is understood by the undersigned bidder that the right is reserved by the City of Conway to reject any and all bids:

**City of Conway  
Sanitation Department  
Trackhoe Excavator  
Bid Number: 2008-36  
Bid Opening Date: Thursday, May 15<sup>th</sup>, 2008 @ 10:00am**

Total Cost / Trackhoe Excavator

\$ \_\_\_\_\_

Total Amount for Trade In Value

\$ \_\_\_\_\_

**Final Cost for Trackhoe Excavator (after Trade-in if applicable)**

\$ \_\_\_\_\_

***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.