City of Conway – Mayor's Office
1201 Oak Street
Conway, AR 72032
H**www.cityofconway.org**H

Invitation and Bid – 2010-06

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 hands of the Mayor not later than **10 am, Thursday, December 3rd, 2009** 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 the City Council approval.**

City of Conway, AR

Gasoline & Diesel (Annual Bid)

***SPECIFICATIONS FOR GASOLINE & DIESEL ***

2010 Bid Specifications:

Gasoline and diesel to be delivered to the City of Conway Street Department, Physical Plant, Parks & Recreation and Sanitation Department upon request and in amounts requested: The bid amount should reflect the dealer's daily tanker wagon (DTW) price on **December 3, 2009** that would be charged to the city.

1. Regular unleaded Gasoline - approximately 90,000 gallons per year
   Dealer's Daily Tanker Wagon Price**

   per gal. $_____

2. Diesel Fuel - Approximately 90,000 gallons per year
   Dealer's Daily Tanker Wagon Price**

   per gal. $_____

**Should not include State Road Tax*
*** prices are subject to change with D.T.W. price in Conway area.*

Term of bid is for 2010 calendar year. The City of Conway is exempt from Federal Use Tax and will supply a tax exemption number for State Use Tax on all off-road fuels.

Gasoline and diesel to be delivered to the following address:
All amounts are estimated amounts

Street Dept. 100 E. Robins	Gas (6,000 gal.) Diesel (6,000 gal.)
Sanitation Department, 4550 Highway 64 West	Diesel (2,500 gal.)
Fifth Avenue Park	Diesel (500 gal)
Beaverfork Lake Park.	Diesel (500 gal)
Don Owen Sports Center	Gas (280 gal.) Diesel (280gal)
YBMA Fairgrounds	Diesel (280 gal)
Centennial Soccer Park (Trey Lane)	Gas (180 gal.) Diesel (200 gal.)

- *Only the tanks at the East Robins Street location are capable of receiving Tanker truck loads. Deliveries to other location must be by Bob Truck.*
- *Failure to provide same day service when requested or otherwise fail to adequately supply all the City's tanks may result in immediate termination of contract.*

Additional Information

The bidder shall include all charges, including taxes, fees, freight charges, shipping, etc. (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:

Contact Information:
Ronnie Hall, Street Engineer
ronnie.hall@cityofconway.org
501-450-6165

Bid specifications can be obtained from our website:
www.cityofconway.org

Please mail all bid specifications to:

Mayor's Office
Attn: Felicia Rogers
1201 Oak Street
Conway, AR 72032

****Please be sure to mark envelope:**
Bid Number 2010-06
Bid Opening Date: Thursday, December 3rd, 2009

City of Conway – Gasoline & Diesel Annual Bid
Bid Number: 2010-06
Bid Opening Date: Thursday, December 3rd, 2009 @ 10:00am
City Hall, Downstairs Conference Room
www.cityofconway.org

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

Please feel free to submit additional information on this bid on a separate piece of paper; however this sheet has to be included & signed with any bid submitted.

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.