

**CITY OF CONWAY**  
**CITY OF CONWAY STREET DEPARTMENT**  
**BID INVITATION**

Bid Number: 2010-37

**BID OPENING LOCATION:**  
 City of Conway Mayo's Office  
 1201 Oak Street  
 Conway, AR 72032

**MAIL TO:**  
 City of Conway Mayor's Office  
 1201 Oak Street  
 Conway, AR 72032

**DELIVER TO:**  
 City of Conway Mayor's Office  
 1201 Oak Street  
 Conway, AR 72032

Bid Opening Date: August 31, 2010 Time: 10:00am

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.	ASPHALT COLD PLANNER - 40" FOR MOUNTING ON SKID-STEER LOADER  FOB: 1 ea. – City of Conway Street Department  Contact Ben Brown 501-450-6165 for clarification of specifications and additional information.  Cold planer proposed to furnish: 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.  <b>Note: Bid amount shall include all applicable taxes, fees, freight and delivery cost.</b>  The successful bidder will be required to complete delivery within 45 days after award.	1	Ea.		
				TOTAL BID	

**FOR**



**City of Conway – Mayor’s Office**  
**Terms & Conditions**  
**www.cityofconway.org**  
**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 charges including taxes, shipping, freight, and any miscellaneous taxes shall be included in prices quoted, if applicable.
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. **Arkansas Prevailing Wage Law A.C.A. §22-9-301 through 3-15:** The City of Conway, general contractors or any subcontractors is subject to the Arkansas Prevailing Wage Law, A.C.A. **§22-9-301 through 3-15**. The Labor Standards Division enforces laws related to [prevailing wage](#) (PDF). Arkansas’s prevailing wage law is commonly referred to as the "little Davis-Bacon Act." The law requires the division to issue a wage determination for each public works project where the cost of all labor and materials exceeds \$75,000. *Exemptions are public school construction; work done for or by any drainage, improvement, or levee district; highway, road, street or bridge construction and maintenance, or related work contracted for or performed by incorporated towns, cities, counties, or the Arkansas Highway Department.* If you need a copy of the Prevailing wage Regulation and Laws that are required; this information is available at [http://www.arkansas.gov/labor/pdf/prevailing\\_wage\\_regs.pdf](http://www.arkansas.gov/labor/pdf/prevailing_wage_regs.pdf).
18. **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.
19. **EQUAL OPPORTUNITY IN EMPLOYMENT:** All qualified bidders will receive consideration without regard to race, color, religion, sex, age, disability or national origin.

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ACCEPTANCE (City of Conway Use Only)

Bid No. #2010-37. Accepted as to items numbered Asphalt Cold Planner – 40” for mounting on Skid Steer Loader

Date \_\_\_\_\_ By \_\_\_\_\_  
City of Conway Mayor’s Officer

## CITY OF CONWAY STREET DEPARTMENT

### SPECIFICATIONS

#### FOR

#### 40" Cold Planer Skid-Steer mount

1. General: this specification is intended to cover a 40-inch cold planer for use on high flow skid-steer loader. Cold planer may be a factory demo model with less than 40 hour on machine. The planer must hook up and run without any modification to the Bobcat S330 and 863 that the street department currently have. Planer bid must be brought to the Conway Street Department for inspection and demonstration on our machine prior to consideration of award of the bid.
2. Drive Motors: The planer shall have one drive motor mounted on the left side.
3. Drum: Width shall not be less than 40 inches. The teeth shall be carbide tip, easily installed with supplied tools. Drum shall be open design.
4. Controls: Planner controls shall all be easily operated with the fingertip controls already on the Street departments S330 and 863 Bobcat. The planer will have a hydraulic oscillation controlled from the operator's seat. The planer housing must oscillate plus or minus 8 degrees for cutting angle or matching uneven surface. An oscillation indicator will be provided. Machine must have four steel rollers, one at each corner instead of skid plates. Depth control of skid plate must be fully adjustable from the operator seat with fingertip controls. Unit must shift side to side with fingertip controls from the operator seat.
5. Warranty: Planer purchased under this specification shall be warranted against defects in materials and workmanship for a minimum period of twelve (12) months from the date unit is placed in service. Warranty shall include all parts and labor. This is a minimum warranty required in order for a bid to be considered. Any warranty by the manufacturer on components of the unit 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.
6. The successful bidder shall furnish Operator's Instruction Manual with each unit delivered. The successful bidder is to provide Shop Repair Manuals and Parts Manuals.
7. Units shall be assembled, adjusted and made ready for continuous operation at time of delivery.
8. All parts, 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 on printed literature and specifications - unless specifically excluded by this specification).
9. Training: The successful bidder shall furnish qualified personnel to instruct CITY OF CONWAY operators and service technicians on operation and maintenance of units purchased under this specification.
10. In addition, the successful bidder shall furnish information on any factory service schools, which would be available for CITY OF CONWAY service technicians.
11. City of Conway reserves the right to require a demonstration, under actual working conditions, of machine bid under this specification before award is made. City of Conway reserves the right to accept or reject any bid in the best interest of the City of Conway.