City of Conway - Mayor's Office

1201 Oak Street

Conway, AR 72032

www.cityofconway.org

Invitation and Bid 2012-22

INVITATION – REQUEST FOR PROPOSAL

TO THE VENDOR ADDRESSED

Bidders are invited to furnish the items listed herein in accordance with the terms and conditions attached. **Request for Proposals** must be in the office of the Mayor no later than **10:00am, Tuesday, April 17th, 2012** at which time all proposals will be opened and read in the downstairs Conference Room in City Hall. . ***Unsigned Proposal will be rejected.***

CITY OF CONWAY

REQUEST FOR PROPOSAL

VENDING CONTRACT

The City of Conway will accept contract proposals for beverage vending rights at all City of Conway facilities for a period of five (5) years.

Successful bidder shall furnish to the City of Conway, at no cost, all necessary beverages dispensing equipment at each of the city's facility locations outlined below. This equipment shall remain the property of the successful bidder. The successful bidder shall provide a total of twelve (12) machines at the following locations, and all other machines and equipment as requested by the City of Conway at these or any additional facilities:

City Hall, one machine
District Court, one machine
Central Police Station, one machine
Central Fire Station, one machine
Sanitation Department, two machines
Street Department, one machine
McGee Center, two machines
Conway Sports Center, one machine
Beaverfork Lake, one machine
Expo Center, one machine

Maintenance on the dispensing equipment shall be the responsibility of the successful bidder. Maintenance on or replacement of a malfunctioning machine shall be provided by the successful bidder within twenty-four (24) hours after the malfunction has been reported.

Successful bidder shall provide a Revenue and Commission Statement detailing monthly sales and applicable commission per location on a monthly basis.

Successful bidder shall pay commission checks on full-service vending sales on a monthly basis and mailed along with the Revenue and Commission Statement to the:

City of Conway
Attn: Conway Parks & Recreation
10 Lower Ridge Road
Conway AR 72032

Concessionaires at Don Owen Sports Complex (T-Ball and Softball) shall have the option of selling fountain drinks or canned/bottled drinks as they choose.

Contract must contain a termination clause which reads as follows: "City may terminate this agreement at any time upon a sixty (60) day written notice to the successful bidder."

Vend prices shall be listed in the contract and shall not be increased without notice in writing to the City of Conway and in such case, the commission percentage paid to the City of Conway shall be increased proportionately based on the percentage of price increase.

Bidder must list all specifications, terms, and conditions of the contract proposal submitted, including all products offered, all pricing and commission schedules and all other incentives offered.

Bidder is invited to provide an alternate proposal for a three (3) year contract if he/she chooses. All other specifications will remain the same for the three (3) year proposal as for the five (5) year proposal.

No proposals will be accepted by email or faxed.

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:
Steve Ibbotson
Parks & Recreation Director
Don Owen Sports Complex
10 Lower Ridge Road
Conway, AR 72032
Office: (501) 328.4173

Email: steve.ibbotson@cityofconway.org

All City of Conway Bids & Proposals can be obtained from our website:
www.cityofconway.org

City of Conway
Bidder Submittal Form
www.cityofconway.org
2012-22_RFP Vending Contract
Bid Opening Date: Tuesday, April 17th, 2012
City Hall - Downstairs Conference Room @ 10:00am

Authorized Agent Bidding on this project:

_____
Company Name

_____
Company Representative Name

_____
Representative's Signature

_____
Address City, State, Zip Code

_____
Email address

_____
Telephone Number Fax Number

_____
Date

City of Conway – Mayor's Office

Terms & Conditions

www.cityofconway.org

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.

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.