

City of Conway, Arkansas Mayor's Office 1201 Oak Street Conway, AR 72032 501.450.6110

Office of the Mayor City of Conway Bid Tabulation Sheet

www.cityofconway.org

Number of Bids Received - I

Opened by: Felicia Rogers

Bid Number: 2016-11 – Street & Engineering Department_Bucket Truck

Bid Opening Date: Monday, May 16, 2016

City Hall Downstairs Conference Room @ 10:00am

Bidder's Name		Total Bid Amount
Stamm Manufacturing		\$119,900.00

Bid Winner: Stamm Manufacturing

Bid Tabulations were approved by City Council on Tuesday, May 24th, 2016

05.18.2016

Memo

To

Mayor Tab Townsell

From

B. Finley Vinson, P.E.

CC

Felicia Rogers

Re

Bucket Truck Purchase

Comments:

Bids were opened on May 16, 2016 for a bucket truck to be used for sign installation and bulb replacement by the Street & Engineering Department. Stamm Manufacturing provided the only bid in the amount of \$119,900.00 which is attached. The provided bid meets the recommend specifications and is a competitive price. I recommend acceptance of the bid as provided.

City of Conway Street & Engineering Department



CITY OF CONWAY

CITY OF CONWAY STREET DEPARTMENT BID INVITATION

Bid Numbe		BID OPENING City of Conway Mayor's Office 1201 Oak Stre Conway, AR 73	et	Cit Ma 12	AlL TO: ly of Conway ayor's Office 01 Oak Street onway, AR 72032	DELIVER 1 City of Con Street Depa 100 E. Rob Conway, A	way art. ins St.					
Bid Op	ening Date: Monday, May 16, 2016 Time: 10:00am											
the abo	bids for furnishing the commodities and/or services described below, subje ove-noted mail and delivery locations until the above-noted bid opening da mitted on this form, with attachments when appropriate, or bids will be	te and time, and the rejected. Late b	nen publicly op iids and unsig	ened at ti ned bids	ne above-noted bid ope will not be considere	ening location. Biod.	ds must					
	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: Stamm Manufacturing Name (Type or Print): Chris Dillon											
4850 Orange Avenue Vice President												
Addre	Fort Pierce, FL 34947		-464-2716									
City:	Fort Pierce State: FL Zip: 3494	7 E-mail	Address: C	hris(gstamm-mfg.	com						
,	45.0504000		\overline{C}	1	200							
Federa	al Tax ID or Social Security No.: 65-0536830	Signatu Signatu		riginal (no	t photocopied) and in	ink. Unsigned	bids will					
		rejected										
Item No.	Description		Quantity	Unit	Unit Price	Amount						
1.	Bucket Truck		1	Ea.	119,900.00	119,900.	00					
				•								
	FOB:											
	1 ea. – City of Conway Street Department											
	Bucket Truck proposed to furnish:					}						
	Make Stamm Model Signalier 43	Warranty	one ye	ar 10	00%							
	If any literature and/or specifications of items conflict with City of Conway specification. The conflict(s) shall be specifically noted, corrected and submitted with the bid on a september of the conflict											
	Note: Bid amount shall include all applicable taxes, fees, freight and delivery cost.											
_												
	The successful bidder will be required to complete delivery within 120 days after award.											
	*											
						1						
					I TOTAL BID	119,900	00					

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.
- 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 quarantee 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.
- 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.
- 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)	
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