



**CITY OF CONWAY  
1201 Oak Street  
Conway, Arkansas 72032**

**Invitation and Bid**

**2007-01**

**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, Wednesday, December 6<sup>th</sup>, 2006** at which time all bids will be opened and read in the Downstairs Conference Room in City Hall. Unsigned bids will be rejected. Successful bidders will receive purchase order **within 30 days after the City Council approval.**

**SPECIFICATIONS FOR ASPHALT**

**Asphalt to be used during the 2007 calendar year.**

Quantities are approximate:

FOB:	Pre-Mix	per ton	\$ _____
FOB:	Type 3 Hot-Mix (2,000 tons)	per ton	\$ _____
In Place:	Type 3 Hot-Mix (10,000 tons)	per ton	\$ _____
In Place:	Type 2 Hot-Mix (2,000 tons)	per ton	\$ _____

Tack Coat will be considered subsidiary to the amount bid for in-place asphalt and not paid for separately.

All tax and fees must be included to be considered.

Must be for delivery to destination as requested by Ronnie Hall, City Engineer

Quote is for asphalt used on **any** City project. (Streets, Sanitation, Airport, Parking Lots, etc)

FOB Type 3 Asphalt and In Place Type 2 and 3 Asphalt shall conform to the requirements of Section 407 in referenced sections of the Standard Specifications for Highway Construction, latest edition, as published by the Arkansas State Highway and Transportation Department.

Pre-Mix shall conform to Section 411 of the Standard Specifications for Highway Construction, latest edition by the Arkansas State Highway and Transportation Department.

FOB Type 3 Hot Mix price will be evaluated on the basis of a cost of additional cost for added hauling expense and time delay by the City for all asphalt located more than 10 miles from Conway city limits.

Failure to provide prompt delivery (delivery within 15 days of notification of need for in-place asphalt) may result in the city's securing asphalt from other suppliers.

For further information regarding specifics of this product contact Ronnie Hall, City Engineer at 501-450-6165 or [ronnie.hall@cityofconway.org](mailto:ronnie.hall@cityofconway.org).

We hereby agree to furnish the items quoted at the price set opposite each item. We further certify that we have read the terms and conditions stated in this bid and that our quotation is submitted in accordance therewith.

***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.