



City of Conway
Office of the Mayor

Mayor Tab Townsell

www.cityofconway.org

**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 Office of the Mayor; no later than **10:00am, Wednesday, December 10th, 2014** at which time all bids will be opened and read in the Downstairs Conference Room in City Hall. Successful bidders will receive purchase order, within 30 days after City Council approval, if necessary. **Unsigned bids will be rejected.**

Invitation to Bid No. 2015-06
Gasoline & Diesel Annual Bid

2015 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 bidder's differential cost, for transportation, overhead and profit that will be added to the Rack Average price on **Tuesday, December 9th, 2014** as listed on the dtnFastRacks (by Schneider Electric) for that date to arrive at the total price (less taxes) that would be charged the city. The bid will be evaluated on the basis of the differential cost or "Amount added by Bidder" listed below. The bid shall be accompanied a copy of the applicable portion dtnFastRacks for that date. In addition, each invoice shall include a copy of dtnFastRacks presenting the Rack Average for the date of delivery.

1. Regular unleaded Gasoline (87 min Octane) (no ethanol) - approximately 90,000 gallons per year
 - *Posted Rack Average Price by dtn Fastracks \$ _____ Per Gallon
 - Amount added by Bidder (Exclude Taxes) \$ _____ Per Gallon**
 - TOTAL ESTIMATED AMOUNT (without taxes) \$ _____ Per Gallon

- 1A. Regular unleaded Gasoline (87 Min. Octane)(10% Max. Ethanol) - approximately 90,000 gallons per year
 - *Posted Rack Average Price by dtn Fastracks \$ _____ Per Gallon
 - Amount added by Bidder (Exclude Taxes) \$ _____ Per Gallon**
 - TOTAL ESTIMATED AMOUNT. (without taxes) \$ _____ Per Gallon

2. Diesel Fuel (5% Max. BioDiesel sequentially blended as per BQ-9000 – No splash blending)- Approximately 90,000 gallons per year.
 - *Posted Rack Average Price by dtn Fastracks \$ _____ Per Gallon
 - Amount added by Bidder (Exclude Taxes) \$ _____ Per Gallon**
 - TOTAL ESTIMATED AMOUNT. (without taxes) \$ _____ Per Gallon

State Road Tax, Environmental Fees and other applicable federal or state taxes and fees should not be included in the above bid amounts but will be added to the invoiced amount for delivered fuel. 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

*prices are the posted and published Rack Average Price published in dtmFastRacks (by Schneider Electric) for the Fuel Terminal utilized as the source of the fuel. Bidder shall furnish copy of applicable portion of publication for December 9th, 2014 and shall provide a copy of the applicable portion of the publication for the date of delivery associated with each invoice for fuel submitted.

Bids will be evaluated on the "Amount Added by Bidder" listed above for the various fuels.

Term of bid is for 2015 calendar year.

Gasoline and diesel to be delivered to the following address having the Tank Size as Shown:

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 dealer shall monitor the fuel tanks at 100 East Robins and fill the tanks as needed to assure they do not go empty.
- Each invoice shall include a copy of dtmFastRacks presenting the Rack Average for the date of delivery.
- 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: Finley Vinson, City Engineer / finley.vinson@cityofconway.org / 501-450-6165

Bid specifications can be obtained from our website:

www.cityofconway.org



City of Conway – Mayor’s Office

Bid Number: 2015-06_Annual Bid Gasoline & Diesel

Bid Opening Date: Wednesday, December 10th, 2014

City Hall, Downstairs Conference Room @ 10:00am

Authorized Agent Bidding on this project:

Company Name

Company Representative Name

Representative’s Signature

Date

Address

Email Address

City

State

Zip

Telephone Number

Fax Number

Unsigned bids will be rejected:

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 shipping, freight, and any miscellaneous cost shall be included in prices quoted. Applicable state and federal taxes and fees should not be included in the bid amount listed but should be added as a separate line items to the invoices as submitted.
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:** The City of Conway is an Equal Opportunity Employer and does not discriminate on the basis of race, color, religion, sex, national origin, marital or veteran status, political status, disability status or other legally protected status