



# INVITATION TO BID

## Tontitown Water Utility

**RETURN BID TO:** Tontitown Water Utility Purchasing Office  
 155 Fantaniel Drive , Suite D  
 Tontitown, AR 72770

**COMMODITY CLASSIFICATION: 1.) ¾ ton crew cab pickup**  
**DATE & BIDS DUE IN BY: October 24<sup>nd</sup>, 2009 @ 4:30 PM**  
**DATE & TIME OF BID OPENING: October 27<sup>nd</sup>, 2009 @ 9:00 AM**  
**CONTACT: Mick Wagner, Ex. Director**  
**DELIVERY DATE: As Specified in Bid**

The Tontitown Water Utility, Arkansas is requesting competitive sealed bids for the purchase, delivery, of one 2009 (or newer) ¾ ton crew cab pickup.

It is solely and strictly the responsibility of the bidder to ensure that the bid is received by the Tontitown Water Utility Purchasing Department on or before the specified date and time. The Utility will in no way be responsible for delays caused by any occurrence. The bid time will be and must be scrupulously observed. Under no circumstances will bids delivered after the opening date and time be considered. Offers by telephone, telegram, or fax will not be accepted. Bidders will not be allowed to withdraw or modify their bids after the opening date and time.

*It is the responsibility of the bidder to read and comply with all terms and standard conditions listed on page 2, especially item number 14.*

Delivery date may be a determining factor in the award of this bid. Bidders are to list earliest possible completion date in the space(s) provided.

If a particular brand name is specified, it is not the intent to discriminate against any "equal" product from another manufacturer. The intent is to establish a minimum standard requested for this purchase.

Questions regarding merchandise/service being requested should be directed to the Mick Wagner in e-mail to [director@Tontitownws.com](mailto:director@Tontitownws.com) or by phone @479/361-2996.

**FOR EVALUATION PURPOSES WE REQUEST THAT YOU SUBMIT  
 (1) ONE ORIGINAL AND (3) COPIES OF YOUR BID**

**EXECUTION OF BID**

Upon signing this Bid, the bidder certifies that he/she has read and agrees to the requirements set forth in this bid proposal including specifications, conditions and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated. Unsigned bids will be rejected - no exceptions.

NAME OF FIRM:	PH. #:	FAX :	EMAIL:
BUSINESS ADDRESS, STREETS:	STATE:		ZIP
SIGNATURE OF AUTHORIZED PERSON:		DATE:	
PRINTED OR TYPED NAME:		TITLE:	

ARKANSAS SALES OR USE TAX: \_\_\_\_\_ STATE CONTRACTORS LICENSE: \_\_\_\_\_

**TERMS AND STANDARD CONDITIONS****PLEASE READ CAREFULLY**

1. When submitting an "Invitation to Bid", the bidder warrants that the commodities covered by the bid shall be free from defects in material and workmanship under normal use and service. In addition, bidder must deliver new commodities of the latest design and model, unless otherwise specified in the "Invitation to Bid".
2. Sales or use tax is not to be shown in bid price but is to be added by the vendor to the invoice billing to the Utility. The Utility is not exempt from Arkansas Sales and Use Tax. Vendors are to register and pay both taxes directly to the Arkansas State Revenue Dept.
3. Discounts offered will be taken when the Utility qualifies for such. The beginning date for computing discounts will be the date of the invoice or the date of delivery and acceptance; whichever is later.
4. When bidding other than the brand and/or model specified in the "Invitation to Bid", the brand and/or model must be listed and descriptive literature attached to bid document.
5. Identical Bids: In the event of two or more identical low bids, Arkansas Code Annotated Section 14-22-111 shall apply.
6. Specifications furnished with this "Invitation to Bid" are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price. Other than designated brands and/or models approved as equal to designated products shall receive equal consideration.
7. Samples of items when required must be furnished free and, if not called for within 30 days from the date of the bid opening, will become the property of Utility.
8. Prices quoted shall be "Free on Board" (FOB.) to destination at designated facility within the Utility. Charges may not be added after the bid is opened.
9. In the event a contract is entered into pursuant to the "Invitation to Bid", the bidder shall not discriminate against any qualified employee or applicant for employment because of race, sex, color, creed, national origin or ancestry. The bidder must include in any and all subcontracts, a provision similar to above.
10. The Purchasing Department reserves the right to award items, all or none, or by line item(s).
11. Quality, time and probability of performance may be factors in making an award.
12. Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.
13. Any ambiguity in any bid as the result of omission, error, lack of clarity or noncompliance by the bidder with specification, instructions and all conditions of bidding shall be construed in the light most favorable to the Utility.
14. The bid number must be stated on the face of the sealed envelope. If it is not, the envelope will be opened to be identified and the bid enclosed therein will not be considered or counted in the tabulation.
15. All terms and conditions stated herein shall constitute a complete and integrated document and the covenants contained herein shall not be altered or modified by parole evidence unless such modifying term, conditions or covenants are in writing and are signed by the vendor and the agent of Utility.
16. **A.** When noted, the Vendor is to supply the Utility with evidence of having and maintaining proper and complete insurance, specifically Workers Compensation in accordance with the laws of the State of Arkansas, public liability and property damage. All premiums and costs shall be paid by the Contractor. In no way will the Utility be responsible in case of accident.  
**B.** When noted, a certified check or bid bond in the amount of 5% of the total bid shall accompany bid.  
**C.** When noted, A performance bond equaling the total amount of any bid exceeding \$20,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement [pursuant to Arkansas Code Annotated Section 22-9-2031].
17. Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on the bid form and/or provided for by the plans and specifications.
18. Whenever a bid is sought seeking a source of supply for a specified period of time for materials and/or services, the quantities of usage shown are estimated **ONLY**. No guarantee or warranty is given or implied by the participants as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for the bidders' information **ONLY** and will be used for tabulation and presentation of the bid and the participant reserves the right to increase or decrease quantities as required. Bidder agrees to this condition upon the signing of this document.
19. The Utility reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities or technicalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, the Utility may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
20. All bids must meet or exceed the requirements of the bid documents and must be submitted on the proper bid forms as prepared and provided by the Utility.
21. No contract or agreement may contain an indemnification clause, or an arbitration clause; if such a clause is present in any contract or agreement, such shall be deemed stricken and null and void.
22. All contracts or agreements shall be governed by the State of Arkansas and venue shall lie in Washington County, Arkansas. Any Provisions to the contrary shall be deemed stricken and null and void.

**DELIVERY**

Tontitown Water Utility requests delivery of service within terms outlined in specifications section

**SCOPE**

The purpose of this Invitation to Bid is seeking bids for the purchase of one ¾ ton crew cab pickup.

**SPECIFICATIONS**

**The vendor who is awarded this RFB must meet or exceed the following specifications: The unit shall be a current production model built to at least the following specifications. Any deviation from these specifications shall be duly noted with optional pricing given. Failure to do so shall be sufficient reason to reject the proposal. The Tontitown Water Utility reserves the right to reject any or all proposals and to accept the proposal that is in the best interest of the Tontitown Water Utility.**

**Detailed Specifications:**

The unit shall be a current production model built to at least the following specifications. Any deviation from these specifications shall be duly noted with optional pricing given. Failure to do so shall be sufficient reason to reject the proposal. The Utility reserves the right to reject any or all proposals and to accept the proposal that is in the best interest of the Tontitown Water Utility.

**Includes the following:**

1. GVWR: No less than 8,800 pounds.
2. Wheelbase: Minimum of 153", maximum of 161".
3. Engine: Diesel Minimum piston displacement of 6.4 liters equipped with dry type air cleaner, maintenance free battery with a minimum rating of 750 cold cranking amps at 0° F, full flow oil filter and not less than 100 amp alternator.
4. Cooling: Heavy duty cooling system with anti-freeze protection to -20° F, or lower.
5. Transmission: Automatic, with a minimum of five (5) forward speeds. Shall include an auxiliary transmission oil cooler.
6. Transfer Case: Minimum of two (2) speed ranges.
7. Steering: Hydraulic actuated power steering as regularly offered by manufacturer.
8. Front Axle: Hypoid type with a ratio of 3.73, 4.09 or 4.10 to 1. (Alternate ratio may be provided if approved by AHTD prior to delivery.) Shall be equipped with automatic or manual locking hubs, or axle disconnect system. Capacity of front axle and springs shall be as recommended by manufacturer for vehicle to meet or exceed GVWR specified above.
9. Rear Axle: Hypoid type, semi or full floating, with locking or limited slip differential and a ratio of 3.73, 4.09 or 4.10 to 1. (Alternate ratio may be provided if approved by AHTD prior to delivery.) Capacity of rear axle and springs shall be as recommended by manufacturer for vehicle to meet or exceed GVWR specified above.
10. Brakes: Power front and rear disc with four wheel anti-lock. Mechanical parking brake as regularly furnished by manufacturer.
11. Cab: Four (4) Door Crew Cab complete with insulation and all standard interior trim, dual electric intermittent windshield wipers with washers, right and left sun visors, floor covering consisting of manufacturer's standard materials and colors for model and trim level provided, factory installed fresh air heater defroster unit, factory installed electronic AM/FM radio, key lock on front doors, inside rear view mirror and right and left side low mount exterior mirrors no less than 8.5" x 5", power windows and door locks.

12. Seating: Two (2) three (3) person seating capacity bench seats. Front seat to be vinyl split bench style with fold-down arm rest. Rear seat upholstery to consist of vinyl seat cover and manufacturer’s standard materials and colors for model and trim level provided. Seat belts shall be provided for all seating positions.
13. Air Conditioning: Shall be equipped with factory installed air conditioning and include tinted glass.
14. Tilt Steering Column: Factory installed.
15. Speed Control: Automatic speed control (may be dealer installed, but of same manufacturer as vehicle).
16. Body: All steel wide type pickup body not less than 75”, or more than 84”, in length inside; complete with tailgate.
17. Wheels: Five (5) 16” or 17” diameter steel disc with no less than 6.5” rim section.
18. Tires: Five (5) On/Off Road or All Terrain tubeless radials no less than LT245/75R16, LT245/70R17 or LT245/75R17, E load range.
19. Fuel Tank(s): Minimum fuel capacity of 26 gallons.
20. Front Tow Hooks: Two (2), minimum
21. Lights: Dual beam headlights, parking lights, self canceling directional turn signals with hazard flasher switch, back up lights and side marker lights. Rear lights to consist of stop and tail lights in addition to directional signals.
22. Equipment: Front bumper, heavy duty step type rear bumper with hitch plate and license plate light, rear license plate bracket, front and rear shock absorbers, spare tire carrier as regularly furnished by manufacturer, hub caps, jack and lug wrench.
23. Trailer Tow Equipment: Shall be equipped with heavy duty trailering equipment including frame mounted hitch receiver (Class III, minimum), trailer wiring with seven (7) wire harness, and heavy duty flasher.
24. Keys: Minimum of three (3) ignition/door keys per vehicle.
25. Color: Sherwin Williams F8W2030 Frost White Acrylic Enamel, or equal. Front bumper, rear bumper, grill, mirrors and wheels as regularly furnished by manufacturer.

**Warranty:** 3 year or 36,000 miles Bumper to Bumper with 5 year or 100,000 mile transmission and drive train

All bidders shall be given equal consideration under the provisions of state law., except that when the bid represents items manufactured or grown in the Utility or offered for sale by business establishments having their principal place of business in the Utility with the quality being equal to articles offered by competitors outside the Utility, then the bidder shall be allowed a differential of not to exceed three percent (3%) of the purchase price in determining the low bid. However, in each instance in which this bid preference is requested, the bidder must so indicate before the date and time fixed for opening the bids and thereafter furnish satisfactory proof if requested.

In all cases where there are equal or tie bids, preference shall be given to residents or firms located and doing business in the Utility.

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