



# INVITATION TO BID

City of Tontitown, Arkansas

**RETURN BID TO:** City of Tontitown Administrative Office  
201 East Henri De Tonti Blvd.  
Tontitown, Arkansas 72770

**COMMODITY CLASSIFICATION:**

**DATE & BIDS DUE IN BY:** December 5, 2016 by 10:00am

**DATE & TIME OF BID OPENING:** December 5, 2016 at 10:00am

**CONTACT:** Lori Bolen, Administrative Assistant to the Mayor

**DELIVERY DATE:** As Specified in Bid

The City of Tontitown, Arkansas is requesting competitive sealed bids for the purchase and delivery of a **Tractor and Boom Mower**. It is solely and strictly the responsibility of the bidder to ensure that the bid is received by the City of Tontitown Administrative Office on or before 10:00am, December 5, 2016, the specified date and time. The City 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 the merchandise being requested should be directed to James Clark in an e-mail to [pwdirector@tontitownar.gov](mailto:pwdirector@tontitownar.gov) or by phone @ 479-361-2700. Questions regarding bid and bid procedures should be directed to the Administrative Assistant in e-mail to [adminasst@tontitownar.gov](mailto:adminasst@tontitownar.gov) or by phone @ 479-361-2700.

**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:

Springdale Tractor

PH. #:

479-361-2518

FAX :

EMAIL:

Brad.Hathorn@KubotaCenter.com

BUSINESS ADDRESS, STREETS:

STATE:

ZIP

6160 W Sunset Springdale

AR

72762

SIGNATURE OF AUTHORIZED PERSON:

DATE:

11-28-16

PRINTED OR TYPED NAME:

TITLE:

Governmental Sales

Bradley J Hathorn

**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 City. The City 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 City 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 City.
8. Prices quoted shall be "Free on Board" (FOB.) to destination at designated facility within the City. 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 City.
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 City.
16. A. When noted, the Vendor is to supply the City 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 City be responsible in case of accident.
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 City 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 City 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 city.
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.

## SPECIFICATIONS

The vendor who is awarded this Bid must meet or exceed the following specifications:

### Tractor with Boom Mower

#### Tractor:

Rops with fully enclosed cab with ac/heater and an adjustable seat with seat belt ✓

#### Engine:

Diesel 90-105 hp ✓

Tier IV emission level, non DEF engine ✓

PTO rating of at least 89.0 hp ✓

Turbo charged with wastegate and Intercooled aspiration ✓

Common rail Electronic Injection with E-CDIS center direct injection ✓

Minimum of 4 cylinders ✓

Minimum of 16 valves ✓

#### Other Specs:

Minimum of 23 gallon fuel tank capacity ✓

Minimum Alternator amps of 45/60 ✓

Muffler under hood vertical exhaust ✓

Cab slide out A/C condensor for serviceability ✓

Minimum Transmission of 12x12 ✓

Left hand shuttle lever ✓

Hydraulic shuttle ✓

Wet clutch with hydraulic shuttle ✓

Front and Rear 4x4 differential locks ✓

Bevel pinion 4wd axle ✓

Hydrostatic power steering ✓

#### PTO

Elec-Hydraulic Independent ✓

Electro-Hydraulic self-modulating engagement method ✓

Multi-plate wet PTO clutch ✓

Hydraulic system/3 point lift ✓

Hyd remote valves One standard-3 available ✓

Lift capacity 24 inch behind ✓

Lift points of at least 4500 lbs ✓

#### Dimensions

Minimum of 88" wheelbase ✓

Maximum turning radius with brake 12 ft. ✓

Minimum of 6100 lbs ✓

Radial tires on cast rear wheels ✓

**Boom Mower:**

- Mower must be factory installed ✓
- Electric over hyd joystick control ✓
- Heavy duty mid-mount king post design with low center of gravity ✓
- Unit shall feature a self-contained hydraulic circuit for both the mowing head and the boom control functions ✓
- Mowing head circuit shall feature a gear-type pump rated at 30gpm minimum ✓
- Boom control shall be a gear-type pump rated at 12gpm minimum ✓
- Hydraulic tank shall be at least 45 gallon and be mounted on the left side for optimum weight distribution ✓

**Basic machine features**

- 21'-7.5' minimum horizontal reach ✓
- 18'-1.5 minimum vertical reach ✓
- 13'-6.0 below grade reach ✓
- Two (2) section articulated boom ✓

Bidders must include a copy of mowing equipment manufacturer's certificate of insurance for product liability of at least \$5,000,000 for the boom mower that is bid. The insurance carrier must be rated "A, VII" or higher by the A.M. Best insurance rating service. ✓

Tractor mower combo must be available for delivery within 14 business days of bid acceptance being rewarded. ✓

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 city or offered for sale by business establishments having their principal place of business in the city with the quality being equal to articles offered by competitors outside the city, 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 city.



**Springdale Tractor**  
 6160 W Sunset Avenue  
 Springdale, AR 72762  
 479-361-2518  
 Fax: 479-361-9125  
 www.kubotacenter.com

Berryville, AR 870-423-5909  
 Bartlesville, OK 918-331-9100  
 East Tulsa, OK 918-437-4455  
 Grove, OK 918-791-9070  
 Harrison, AR 870-743-8030  
 Pryor, OK 918-825-3445  
 West Tulsa, OK 918-224-1565

Ship To: SAME AS BELOW

Invoice To: CITY OF TONTITOWN  
 P O BOX 305  
 TONTITOWN AR 72770

Branch		
01 - SPRINGDALE		
Date	Time	Page
11/28/2016	10:38:51 (O)	1
Account No	Phone No	Est No
TONTI004		04 Q01592
Ship Via	Purchase Order	
Tax ID No		
BRADLEY HATHORN		Salesperson BH

**EQUIPMENT ESTIMATE - NOT AN INVOICE**

Description                      \*\* Q U O T E \*\*                      EXPIRY DATE: 12/11/2016                      Amount

Stock #: ?                                      Serial #: *60541*                                      92489.00

Tractor is equipped with a Terrain King KB21 boom mower with an Electronic Joystick control. 60"rotary cutter with blade bar. calcium chloride in rear tires, cast wheels, radio, bullet proof glass on right side of tractor, tractor has two year bumper to bumper warranty 1 year power train. mower has 1 year parts and labor. dealer will stock blades and filters for the mower and any other designated consumables.

Sale # 01 Subtotal:                      92489.00  
 TOTAL:                                      92489.00

Miscellaneous Charges/Credits  
 =====

SERVICE & HANDLING FEE                      Qty:                      1 Price:                      89.00                      89.00

Miscellaneous Charges/Credits Total:                      89.00

Subtotal:                                      92578.00

Authorization: \_\_\_\_\_                      Quote Total:                      92578.00

**Thank You for your business!**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/01/2016

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 5080 Spectrum Dr., Suite 900E Addison, TX 75001	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (469) 232-2100      FAX (A/C, No): E-MAIL ADDRESS:  <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td>INSURER A :First Specialty Insurance Corporation</td> <td style="text-align: center;">34916</td> </tr> <tr> <td>INSURER B :Continental Casualty Company</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	INSURER A :First Specialty Insurance Corporation	34916	INSURER B :Continental Casualty Company	20443	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>														
INSURER A :First Specialty Insurance Corporation	34916														
INSURER B :Continental Casualty Company	20443														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> Alamo Group (TX) Inc. Alamo Group Inc. 1627 E Walnut Street Seguin, TX 78155															

**COVERAGES**      **CERTIFICATE NUMBER:** GGWG55HA      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	X		IRG200231501	12/31/2015	12/31/2016	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input checked="" type="checkbox"/> \$100,000 SIR						MED EXP (Any one person)	EXCLUDED
	<input checked="" type="checkbox"/> Limit Incl. Products Liability						PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 4,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	OTHER:							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>			L6011813580	12/31/2015	12/31/2016	EACH OCCURRENCE	\$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 3,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>							PER STATUTE	OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <span style="float: right;">Y/N</span> <input type="checkbox"/> N/A							E.L. EACH ACCIDENT	\$
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
							\$	
							\$	
							\$	
							\$	
							\$	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: Terrain King KB21 Boom  
  
 The Certificate Holder is included as Additional Insured as respects General Liability as required by written contract.

**CERTIFICATE HOLDER**      **CANCELLATION**

City of Tontitown PO Box 305 Tontitown, AR 72770 Attn: Mayor Paul Colvin, Jr.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE