PERSONS RECEIVING THIS ITB FROM THE INTERNET OR BY FAX MUST CALL (501) 377-1266 AND REGISTER THEMSELVES AS A BIDDER. FAILURE TO REGISTER AS A BIDDER MAY RESULT IN YOU MISSING A BID AMENDMENT, AND A MISSING BID AMENDMENT MAY RESULT IN YOUR OFFER BEING FOUND NON-RESPONSIVE.

INVITATION TO BID
ITB 11-21
Dump Truck – Two (2) Ton Cab Chassis (3 Units)

Bid Mailing Date
May 12, 2011

Bid Submittal Due Date
May 26, 2011 2:30 P.M. CST

To
Elizabeth Tuck-Rowan, C.P.M., CPPB, CPSD
Purchasing Manager
Purchasing Office
Central Arkansas Water
221 East Capitol Avenue, Third Floor
Little Rock, AR 72202
(501) 377-1266
Sealed Bids signed and marked Invitation to Bid, Dump Truck – Cab Chassis will be received at Central Arkansas Water’s Office located at 221 East Capitol Avenue, 3rd Floor until 2:30 p.m., on Thursday May 26, 2011, for three (3) dump truck-two (2) ton cab chassis as described below. Central Arkansas Water desires to solicit qualified bids for the Distribution Department. Direct inquires to Buck Lewis, (501) 210-4988 as it relates to stated specifications.

**Background and General Information**

Central Arkansas Water, (CAW) is a metropolitan system that serves a population of approximately 398,000. We have 121,500 residential, commercial, industrial and master-metered customers in Pulaski, Saline and Grant Counties. The project will be administered by the Distribution Department.

**Scope of Work**

It is the intent of these specifications to acquire three (3) Dump Truck - Cab Chassis‘ to be used by the Distribution Department for maintenance of the distribution system.

**Delivery**

FOB Destination, CAW Clearwater Facility, 5300 South Shackleford Road, Little Rock, AR., 72204

**Bid Process**

One original and one copy of Attachment Two - Pricing Sheet, Attachment Three - References and W-9 document per section “Payment to Supplier” are required. The original documents must be clearly marked and contain original signatures and must be easily reproducible on a standard copying machine. Failure to clearly mark the original and provide original signatures may result in a bid being found non-responsive and given no consideration. **Bidder that is awarded the contract will be required to submit a complete bid package, each page initialed which indicates that the bidder understands the requirements of the bid.**

**A. LETTER OF TRANSMITTAL**

The transmittal letter will:
• Indicate the intention of the Bidder to adhere to the provisions described in the ITB without modification;

• Identify the submitting organization;

• Identify the person, by name and title, authorized to contractually obligate the organization;

• Identify the contact person responsible for this response, specifying name, title, mailing address, phone, fax, and email address;

• Acknowledge the bid is considered firm for ninety (90) days after the bid award;

• Provide the original signature of the person authorized to contractually obligate the organization.
GENERAL PROVISIONS

Proposals

Cash discount must be shown on bid, otherwise prices will be considered net. Unless prices and all information requested are complete, bid may be disregarded and given no consideration. CAW’ preferred payment term is 2%N10. This Invitation for Bid shall result in a firm, fixed price contract to purchase. In case of default by the bidder, CAW may procure the services from other sources and may deduct from any monies due, or that may thereafter become due to the bidder, the difference between the price named in the contract or purchase order and actual cost thereof to CAW. Prices paid by CAW shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Manager. All prices and bids must be in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing the proposal. All bids must be signed with the firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Submission of Bids

Each bid must be submitted on the prescribed form in a sealed envelope with bid number, closing date and time on the outside. Each bid must be signed as indicated above. Information must be furnished complete in compliance with the terms, conditions, provisions and specifications of the Invitation to Bid. The information requested and the manner of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Accordingly, CAW reserves the right to declare as non-responsive, and reject any bid in which material information requested is not furnished or where indirect or incomplete answers or information is provided. Any bid modifications or corrections thereof received after the closing time specified will not be considered. No telephone or facsimile of bids will be accepted. If a photo copy is to be submitted, it must be signed in original, in ink. If you do not bid, return this Invitation to Bid and state reason, otherwise your name may be removed from our mailing list.

Term of Agreement

The term of this Agreement shall commence after contract award date and shall be completed in ninety (90) days from said date.

Modification

The Agreement shall not be modified, except by written amendment, executed by all parties. Oral change orders are not permitted. No change in the Agreement shall be made unless CAW gives prior written approval. Any specification change not properly
ordered by written modification to the Agreement executed by CAW shall be void at the sole option of CAW and CONTRACTOR shall be liable for all costs or expenses arising there from and/or for satisfactorily correcting or replacing same.

Proposal Postponement and Amendment

CAW reserves the right to revise or amend the specifications up to the time set for opening the bids. Such revisions and amendments, if any, shall be announced by amendments to this solicitation. Copies of such amendments shall be furnished to all prospective bidders. Prospective bidders are defined as those bidders listed on the CAW’ Invitation to Bid list for this service, or who have obtained bid documents subsequent to the proposal advertisement. If the revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening proposals may be postponed by such number of days as in the opinion of CAW shall enable bidders to revise their proposals. In any case, the proposal opening shall be at least five (5) working days after the last amendment, and the amendment shall include an announcement of the new date, if applicable, for the opening of proposals.

Single Bid Response

If only one bid is received in response to the Invitation to Bid, a detailed bid review may be requested of the single bidder. A cost/price analysis and evaluation and/or audit may be performed of the bid price in order to determine if the price is fair and reasonable.

Bid Withdrawal

After the bids are opened, bids may not be withdrawn for thirty (30) calendar days. Prior to the date/time set for the bid opening, however, bids may be modified or withdrawn by the bidder’s authorized representative in person, or by written notice. If bids are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the ITB. Written notices shall be received in the office indicated in this Invitation to Bid no later than the exact date/time for the bid opening. A written modification or withdrawal received in the designated office by mail or facsimile from the receiving office no later than the date/time set for the bid opening shall be considered if such message is confirmed by receipt of the Purchasing Manager.

Award

CAW reserves the right to accept bids, award bids and/or not award bids on individual items listed, on group items, or on the bid as a whole; to reject any and all bids, to waive any informality in the bid, and to accept the bid that appears from all consideration to be for the best interest of CAW. In determining and evaluating the best bid, the prices will not necessarily be controlling, but quality, equality, efficiency, general terms, delivery, suitability of service offered, and the reputation of the supplier will be
considered with any other relevant factors. The Purchasing Manager shall be the sole judge in the determination of these matters. Notice of bid award, if bid is awarded, will be made within thirty (30) days of bid opening. Receipt of the official Purchase Order of CAW covering the services described in the ITB will indicate the award of the bid and a contract to purchase.

**Contract Administration**

Except as otherwise specifically provided in the ITB, and the resulting Purchase Contract or Purchase Order, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by certified mail or personal delivered to the office of the person identified.

**State and Local Tax**

Prices quoted shall not include State or Local Sales tax. Invoice billing will be paid at the current tax rate for Little Rock, Arkansas in accordance with the contract payment schedule.

**Payment to the Supplier**

Payment will be made on a calendar-month basis in arrears. The CONTRACTOR shall submit invoice to CAW, Accounts Payable, P. O. Box 1789, Little Rock, AR 72203. All bids must include a W-9.

**Legality**

If any provisions of this Bid shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Bid Contents**

This bid consists of the Bid document, provisions, specifications, attachments and other terms and conditions as are attached or incorporated by reference in the schedule of this Bid.

**PLEASE NOTE THAT AN ELECTRONIC COPY OF ALL DOCUMENTS IS AVAILABLE FOR DOWNLOAD FROM CAW WEBSITE AT: http://www.carkw.com, Public Information, Purchasing, and then select from the Current Open Bids for Central Arkansas Water.**

**Bid Pricing**

Contract prices will remain firm for ninety (90) days from bid award date.
Bid Evaluation

The Purchasing Manager and CAW Department Heads will review all bids submitted and select the top bidder based on price, references and qualifications.

Estimated Schedule

May 12, 2011 Bid Mailing Date
May 26, 2011 at 2:30 P.M. Bid Opening
June 9, 2011 Commission Review
June 10, 2011 Award

Bidder Inquiries

For information concerning ITB process and additional information, contact:

Elizabeth Tuck-Rowan, C.P.M., CPPB, CPSD
Purchasing Manager
Central Arkansas Water
221 East Capitol Avenue, 3rd Floor
Little Rock, AR 72202
(501) 377-1266 Voice
(501) 377-1304 Fax
liz.tuck-rowan@carkw.com

NOTE: Requests For Information regarding the ITB requirements must be submitted in writing by e-mail or letter no later than May 24, 2011 to the contact above. CAW may not elect to answer questions submitted after said date. Questions and answers will be posted on the CAW’s ITB webpage no later than Wednesday May 25, 2011, 3:00 P.M.
Attachment One
Specifications for Two (2) Ton Cab Chassis (3 units)

General - These specifications will describe the minimum requirements for a two (2) ton, diesel powered, cab chassis designed to accommodate a “dump body”. The cab to axle length shall be 108 inches minimum and 114” maximum; the cab/chassis shall have an externally mounted 50 gallon fuel tank; the cab/chassis shall be equipped with power steering, air conditioning, two (2) speed wipers, full width bench style vinyl seating and west coast style stainless steel mirrors; the cab/chassis shall have the manufacturer’s full dash instrument package including tachometer; the cab/chassis shall be supplied with an “air tractor package” with air lines extending to the rear of the chassis; the cab/chassis shall be supplied with a “light cord” incorporating the maximum number of wires in a standard harness extending to the rear of the chassis; the exterior color of the unit shall be white.

1 Engine

1.1 The engine shall; comply with all US EPA emission requirements for current year manufacture, be equipped to operate using diesel fuel (a desirable engine characteristic would allow operation on a minimum of 5% blend biodiesel) and have a minimum of 225 net horsepower.

1.2 The engine shall be an International Electric T444E (or approved equal) equipped with the following minimum items/characteristics: Kysor type shutdown system for low oil pressure and coolant system; 110 VAC engine heater equipped with an exterior, heavy duty, bumper mounted, weather proof electrical plug; replaceable dry-type air cleaner with safety element and air restriction indicator; replaceable fuel filter element; replaceable oil filter element and all other manufacturer's standard accessories necessary for full protection of the engine's operation.

2 Transmission

2.1 The transmission shall be an Allison MD-3060 five speed automatic with power take off (PTO) and external filter

2.2 The transmission PTO shall incorporate a “hot shift” unit

3 Axles

3.1 The front axle shall be 10,000 lb minimum rating

3.2 The rear axle (single) shall be 23,500 lbs minimum rating with heavy duty springs and overload springs, two speed electric

3.3 GVW 33,500 lbs
4 **Brakes**  
   4.1 The unit shall be equipped with air brakes on all wheels/axles  
   4.2 The unit shall additionally be equipped with standard air brake connections designed to connect air brake trailers for towing.

5 **Tires & Wheels** – All tires shall be 11R-22.5 mounted on 22.5 inch 8-hole “Budd” type wheels with an outer clamp ring and 90-degree coned wheel lug nuts. Two (2) piece or “open center” wheels are not acceptable.
# Attachment Two
## Pricing Sheet

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**Dump Truck – Cab Chassis (3 Units)**

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**Warranty Period**

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Attachment Three
References

(One) Company Name: __________________________ Contact Name: _____________
Address: ________________________________________________________________
Telephone Number: __________________________ ALT #: _______________________

(Two) Company Name: __________________________ Contact Name: _____________
Address: ________________________________________________________________
Telephone Number: __________________________ ALT #: _______________________

(Three) Company Name: __________________________ Contact Name: _____________
Address: ________________________________________________________________
Telephone Number: __________________________ ALT #: _______________________
Attachment Four

Protection of Proprietary Information

The Arkansas Freedom of Information Act, generally found at Ark. Code Ann. §§ 25-19-101 to -107 (West 2004 & Supp. 2008), as amended by various acts of the General Assembly of Arkansas, is extremely broad in its scope. Any person(s), or organization(s), submitting a response to this RFP/RFQ, who wishes to include confidential or proprietary information with the submission, should be on notice that such submission may be deemed a public record subject to disclosure upon completion of the selection process. Any such information that is not intended for disclosure should be placed in a separate sealed envelope, and the respondent should note what part(s) of the RFP/RFQ requires reference to such information.

The envelope should note that this information is not intended for public disclosure, and it is being provided to CAW on loan by the party. Upon the receipt of any request for production of this information by any person or entity pursuant to the Arkansas Freedom of Information Act, CAW shall immediately notify the party providing the information not intended for public disclosure, but it shall be the obligation of such party to take appropriate legal steps for the protection of such information. Other than providing notice to such party, CAW shall have no duty or obligation to protect such information. When CAW is finished with the information not intended for public disclosure, CAW shall (i) return such information to the party submitting the information, or (ii) destroy the information.

Proposals to Become Property of CAW

Except as set forth in the Protection of Proprietary Information paragraphs above, all proposals shall become the property of CAW and may be used by CAW for any purpose. Information or exhibits provided in any interviews conducted by CAW, which only clarify or explain material contained in a response to this RFP/RFQ and do not provide new information, shall not be considered to be part of the RFP/RFQ, and shall not be deemed subject to this paragraph.