

**REQUEST FOR BIDS**  
**Laramie County Public Works**  
**One (1) new Asphalt Spray Patcher**  
**Closing Date: June 1, 2023**

**Purpose of Request for Bids (RFB)**

**Laramie County is soliciting competitive bids for qualified vendors who can provide one (1) new Asphalt Spray Patcher for Laramie County Public Works. This project is being funded with Federal ARPA funds (ALN # 21.027) and selected vendor will be required to be registered in sam.gov.**

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## 1.0 Purpose & Overview

Laramie County Public Works is soliciting competitive, sealed bids from qualified vendors to provide one (1) new Asphalt Spray Patcher.

## 2.0 Scope of Services

### Specifications for Bid

Estimated date of delivery: \_\_\_\_\_

#### General

- Trailer mounted (tandem, 6,000 LBS. axles)
  - Meets specifications: Yes No
  
- 8 lug wheels
  - Meets specifications: Yes No
  
- Trailer tongue jack
  - Meets specifications: Yes No
  
- Spare tire
  - Meets specifications: Yes No
  
- LED lights (tail/marker)
  - Meets specifications: Yes No
  
- 360-degree amber strobe light (LED)
  - Meets specifications: Yes No
  
- Diesel powered engine (Describe engine under bid proposal)
  - Bid proposal \_\_\_\_\_
  
- Engine block heater
  - Meets specifications: Yes No
  
- 15-gallon engine fuel tank (mounted to trailer)
  - Meets specifications: Yes No
  
- 15-gallon Cleanout fuel tank (mounted to trailer)
  - Meets specifications: Yes No
  
- 60 CFM air compressor (at 100 psi)
  - Meets specifications: Yes No

- 450 CFM blower capacity (at 7 psi)
  - Meets specifications: Yes No
- Water flush system
  - Meets specifications: Yes No
- 250-gallon emulsion tank
  - Meets specifications: Yes No
- Aggregate feed hopper mounted to tongue of trailer (fed by dump truck)
  - Meets specifications: Yes No
- Aggregate feed conveyor
  - Meets specifications: Yes No
- Aggregate spray hose
  - Meets specifications: Yes No
- Heated emulsion distribution tank
  - Meets specifications: Yes No
- Heated spray hose (including heated spray tip)
  - Meets specifications: Yes No
- Swinging hose carrier
  - Meets specifications: Yes No
- Adjustable operation pressure
  - Meets specifications: Yes No
- Emulsion supply hose clean up line (diesel)
  - Meets specifications: Yes No

### **Safety & Other**

- Paper copies of Service, Repair, and Parts Manuals (to be supplied upon delivery)
  - Meets specifications: Yes No
- One complete set of filters shall be provided
  - Meets specifications: Yes No

### **Warranty and Training**

**TRAINING AND DIAGNOSTICS:**

With delivery of equipment, a qualified representative shall instruct County Operators and Mechanics in the proper operation, servicing, lubrication, adjustments, and preventative maintenance of the machine(s).

A complete set of printed service, parts, operator, and repair manuals and diagnostic software shall be supplied with the equipment (if applicable).

### **WARRANTY PROGRAM AND SERVICE**

Vendor will provide, in letter form only, the type of warranty supplied on quoted equipment. The letter shall include the type of service provided, guarantee of parts, and cost of service during warranty period. The vendor may also provide any other material which they feel gives their machine an advantage on service and warranty. Please state any extended warranties and their associated cost in the warranty period.

The ability of the bidder to provide superior warranty and service may be used to determine a successful bidder.

Printed specifications on machine bid shall be presented. All above specifications filled in must be legible. With delivery of machine(s) and components, Manufacturer's Statement of Origin shall be supplied.

### **Additional Notes:**

- A. The respondent shall provide the following information for each proposed system:
  1. A complete bid including all related costs for providing the equipment, supplies and installation as outlined above.
  2. Delivery of all equipment, supplies, and installation.
  3. Enter into a written contract for work with Laramie County.
  4. Contractor shall comply with all applicable Federal and State statutes and regulations as well as local ordinances.
- B. The person or persons provided by the respondent to complete work shall be fully qualified to provide said services.
- C. All work provided by the respondent shall be in conformance with local, state, and Federal rules and regulations.
- D. All equipment shall be responsive to the needs of the County, shall be performed in accordance with County programs, policies, and procedures, and shall utilize appropriate methods and techniques.
- E. All records, including digital information, video tapes and audio tapes, related to the contract services performed for the County shall be subject to the Wyoming Public Records Laws and shall be maintained and made available in accordance with those laws and public records policies and procedures of the County. Records shall be made

available to the County without question upon request of the County, in accordance with the requirements of law. Citizen requests for such records shall be processed through the County. All records, including all types of electronic records, related to the contract and services performed there under shall be the property of the County at the end of the contract, or at the end of the County's fiscal year, or upon demand of the County, whichever occurs first. The County shall specify the minimum records to be maintained by the respondent. The respondent may maintain additional records at its discretion.

### **3.0 General Terms & Conditions**

#### **3.1 RFB Closing Date**

Bids must be received by the Laramie County Public Works Department (LCPW) at 13797 Prairie Center Circle, Cheyenne, Wyoming 82009 no later than **2:00 PM, MST, on June 1, 2023**. Bids received after this time will not be considered. Please note for bid delivery purposes, the hours of operation for LCPW are Monday through Thursday, 6:00 AM to 4:30 PM, MST.

#### **3.2 Delivery of Bids**

All bids shall be sealed and delivered or mailed to the address of Laramie County Public Works (faxes and emails will not be accepted).

#### **3.3 Pre-bid Information**

No specific pre-bid meeting will be held. Each respondent shall contact John Poelma 307-633-4690 or [john.poelma@laramiecountywy.gov](mailto:john.poelma@laramiecountywy.gov) to discuss the bid with the County, if needed.

#### **3.4 Public RFB Opening**

Only the names of the vendors submitting bids will be read aloud at the RFB opening. The bids will be available for inspection during normal business hours in the Laramie County Public Works Department within three (3) working days of the closing date, by appointment. Bid opening will occur on June 1, 2023, at 2:15 PM at the Laramie County Public Works office. A complete tabulation of bids will be available after it is completed.

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFB openings or meetings should contact the Public Works Department in Cheyenne at (307) 633-4690 at least five (5) days prior to the date.

#### **3.5 Bid Form**

- A. See Submittal Requirements for complete details.
- B. Each respondent shall submit THREE (3) complete sets of the bid form, one marked "ORIGINAL" and TWO (2) marked "COPY". The bid shall be submitted on an exact copy of the attached bid form.
- C. The bid form must be signed by an official authorized to legally bind the respondent to all RFB provisions contained herein.

D. Terms and conditions differing from those in this RFB may be cause for disqualification of the bid.

### 3.6 Questions Concerning RFB

Questions concerning any portion of this RFB should be directed in writing to John Poelma, Public Works Department, named below, who shall be the official point of contact for this RFB. Mark cover page or envelope(s) "**Asphalt Spray Patcher.**"

Submit questions to:

John Poelma  
Assistant Director  
Public Works  
(307) 633-4690

[john.poelma@laramiecountywy.gov](mailto:john.poelma@laramiecountywy.gov)

### 3.7 Clarification and Addenda

It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable) through the Assistant Director named above. The County will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

If it becomes necessary to revise or amend any part of this RFB, notice may be obtained by accessing the Laramie County web site. Respondents in their bid must acknowledge receipts of amendments. **Each respondent should ensure that they have received all addenda and amendments to this RFB before submitting their bid. Please check the Laramie County web site at <http://www.laramiecountywy.gov> for any addenda.**

### 3.8 Award

The County reserves the right to award the contract to the respondent(s) that the County deems to offer the best overall bid(s). The County is therefore not bound to accept a bid on the basis of lowest price. In addition, the County at its sole discretion, reserves the right to cancel this RFB, to modify the quantities of product we purchase, to reject any and all bids, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. The County also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the County's best interest.

### 3.9 Contract

The contents of this RFB and all provisions of the successful bid deemed pertinent by the County may be incorporated into a contract and become legally binding. A separate contract document will be issued.

The County Commissioners are the sole Contracting Officer for Laramie County, Wyoming, and only he/she or his/her designee is authorized to make changes to any contract. The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Price Agreement. The County shall not be responsible for any order, change, substitution or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement or change order, the respondent should promptly contact the Public Works Department at (307) 633-4690.

### 3.10 Disclosure of RFB Content

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RFB. Selection or rejection of any bid does not affect this right.

### 3.11 Respondent's Responsibility

A respondent, by submitting a bid represents that:

- A. The respondent has read and understands the RFB in its entirety that and the bid is made in accordance therewith, and
- B. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and;
- C. Before submitting a bid, each respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by Laramie County upon which the respondent will rely. If the respondent receives an award because of its bid submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief.

### 3.12 Payment Terms

The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.

### 3.13 Minor Irregularities

The County reserves the right to waive minor irregularities in bids, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.

### 3.14 Deviations

All bids must clearly and with specific detail, note all deviations to the exact requirements imposed upon the respondent by the General Terms & Conditions. Such deviations must be stated upon the Bid Form; otherwise, Laramie County will consider the subject bids as being made in strict compliance with said General Terms & Conditions to respondents; the respondent being held therefore accountable and responsible. Respondents are hereby advised that Laramie County will only consider bids that meet the exact requirements imposed by the General Terms & Conditions; except, however, said bids may not be subject to such rejection where, at the sole discretion of Laramie County, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the RFB process by affecting the amount of the bid such that an advantage or benefit is gained to the detriment of the other respondents.

### 3.15 Selection Criteria

Each bid shall be evaluated using the following criteria:

1. Proper submittal of ALL documentation as required by this bid
2. Overall scope and quality of the proposed project
3. Meeting or exceeding the requirements of the RFB
4. Quality and compatibility of the work proposed
5. Ability to accomplish project in a timely manner
6. The benefits to Laramie County as it pertains to:
  - a. Related experience in the areas covered in the RFB
  - b. Past record of performance on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work and ability to meet schedules
  - c. Experience, ability, and overall quality of past and current projects

### 3.16 Termination / Cancellation of Contract

The County reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice. Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, materials, statements of accounts, etc., required and not received). Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract.

### 3.17 Incurred Expenses

This RFB does not commit Laramie County to award a contract. Nor shall Laramie County be responsible for any cost or expense which may be incurred by the respondent in preparing and submitting the bid called for in this RFB, or any cost or expense incurred by the respondent prior to the execution of a contract agreement.



### 3.18 Presentations by Respondents

Laramie County, at its sole discretion, may ask individual respondents to make oral presentations and/or demonstrations without charge to the County.

The County reserves the right to require any respondent to demonstrate to the satisfaction of the County that the respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the contract. The demonstration must satisfy the County and the County shall be the sole judge of compliance.

Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original bid package.

### 3.19 Minimum Specifications

The specifications listed in the Scope of Service are the minimum required performance specifications for this RFB. They are not intended to limit competition nor specify any particular respondent, but to ensure that the County receives quality services.

### 3.20 Respondent's Personnel

The respondent shall be responsible for ensuring that its employees, agents and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position. The respondent certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended. During the performance of the contract, the respondent agrees to the following:

The respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the respondent.

The respondent agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The respondent, in all solicitations or advertisements for employees placed by or on behalf of the respondent, shall state that such respondent is an Equal Opportunity Employer.

### 3.21 Bid Acceptance/Rejection

The County reserves the right to accept or reject any or all bids received as a result of this RFB, or to negotiate separately with competing respondents, and to waive any informalities, defects, or irregularities in any bid, or to accept that bid or bids, which in the judgment of the proper officials, is in the best interest of the County.

## 4.0 Submittal Requirements

Bids shall include all the information solicited in this RFB, and any additional data that the respondent deems pertinent to the understanding and evaluating of the bid. Bids shall be organized, and sections tabbed in the following order. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All bids shall include at minimum:

**Tab 1 – Respondent’s Profile**

A brief profile of the firm, including the firm’s overall qualifications to provide services necessary to fulfill all requirements outlined in the project Scope of Work.

**Tab 2 - Completed Bid Form (use attached form)**

**Tab 3 – References**

List at least three (3) recent references where the equivalent project(s) have been conducted within the past five years.

**Tab 4 – Other Information**

Include any additional information you believe will assist the County in the selection process of qualified respondents. Please be succinct.

**5.0 Disclosures**

The laws of Wyoming require that the contents of all bids shall be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the bid. The entire bid cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, Laramie County will notify the vendor to permit the vendor to defend the proprietary nature of the information.

If a respondent discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in this document, the respondent shall immediately notify the issuing office. If the respondent is awarded a contract, then such respondent will not be entitled to additional compensation, relief, or time by reason of the error or its later correction.

The successful respondent will be expected to enter into a contract with Laramie County upon terms acceptable to the County. Respondent will be required to be registered in Sam.gov to receive federal ARPA funding as a contractor/vendor to this RFB.

Following the award of the contract, responses to this bid are subject to release as public information unless specific parts of the response can be shown to be exempt from the laws of the State of Wyoming. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other

proprietary information. Laramie County assumes no obligation or responsibility for asserting legal arguments on behalf of potential respondents.

If a respondent believes that parts of a bid are confidential then the respondent must so specify. The respondent must mark in bold red letters the term “**CONFIDENTIAL**” on that part of the response, which the respondent believes to be confidential. The respondent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the respondent believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. Laramie County will be the sole judge as to whether a claim is general and/or vague in nature. All parts of bids, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful bid may be considered public information even though parts are marked confidential.

Bids must be signed by a person authorized to commit the respondent to provide the services requested in this RFB. Submission of a signed bid will be interpreted to mean the respondent has agreed to all terms and conditions set forth in all of the sheets which make up this RFB.

Laramie County accepts no obligations for the costs incurred in responding to this RFB in anticipation of being awarded a contract. Laramie County reserves the right to reject any and all submitted bids. It is understood that all bids become the property of Laramie County and will be available for public inspection. No obligation is made by retention of these bids, nor is Laramie County committed to awarding a contract as a result of this RFB.

Each respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this bid. Examples of potential conflicts may include an existing business or personal relationship between the respondent, its principal or any affiliate or subcontractor, with Laramie County or any other entity or person involved in any way in the project that is the subject of this RFB. Similarly, any personal or business relationship between the respondent, the principals, or an affiliate or subcontractor, with any employee of Laramie County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict should be disclosed. Failure to disclose any such relationship or reveal personal relationships with Laramie County employees may be cause for contract termination. Laramie County will decide if an actual or perceived conflict should result in bid disqualification. By submitting a response to this RFB, all respondents affirm that they have not given, nor intend to give, any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a Laramie County employee or representative in connection with the procurement.

### **Governmental Immunity**

Laramie County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. 1-39-101 et seq., by issuing this RFB or by entering into any subsequent agreement. Further, Laramie County fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this RFB or any subsequent agreement.

### **Indemnification**

To the fullest extent permitted by law, the successful respondent agrees to indemnify and hold harmless Laramie County, its appointed officials, elected officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with any work performed by or on behalf of respondent for Laramie County pursuant to any agreement with Laramie County.

### **Termination**

The selection may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of the RFB or any subsequent agreement; (b) by either party, with thirty days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

### **Force Majeure**

Neither the respondent nor Laramie County shall be liable to perform under this RFB or subsequent agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

The submission of a bid shall be considered acceptance to all the terms and conditions provided herein and in the various bid documents, unless specifically noted otherwise in the bid.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**6.0 BID FORM (Attachment)**

TO: John Poelma  
13797 Prairie Center Circle  
Cheyenne, WY 82009  
(307) 633-4302

The undersigned hereby declares that [*firm name*] \_\_\_\_\_

\_\_\_\_\_ have carefully examined the specifications to furnish: **One (1) new Asphalt Spray Patcher** for which bids were advertised to be received **no later than 2:00 PM, MST, June 1, 2023** and further declare that [*firm name*]

\_\_\_\_\_ will furnish the said work according to specifications.

Proposed Cost Total Estimated Cost for Project: \$ \_\_\_\_\_

The above prices are all inclusive; County shall pay no other forms of compensation. The County reserves the right to add additional related services that were not known at the time of the publishing of this RFB to any resulting contract, upon negotiations with awarded contractors that is mutually agreeable.

Have you supplied the Submittal Requirements outlined above? \_\_\_\_\_ YES \_\_\_\_\_ NO

Laramie County reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Request for Bids and, that I as the respondent, will comply with all requirements, and that I am duly authorized to execute this bid/offer document and any contract(s) and/or other transactions required by award of this RFB.

Company \_\_\_\_\_

By \_\_\_\_\_ (Print name)

Signature \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

DUNS# \_\_\_\_\_