

VEHICLE ACQUISITION: INVITATION TO BID

**City of Cheyenne, Wyoming
Board of Public Utilities
2416 Snyder Avenue
Cheyenne, WY 82001
Phone: (307) 637-6471**

BID Number: OM 04-19

Sealed bids for a New 4WD Tractor with Loader, Minimum 42hp rating, 4,023 pound operating weight, including 72" wide loader bucket, 3-point hitch and pto., will be received by the Board of Public Utilities, 2416 Snyder Avenue, Cheyenne, Wyoming 82001, until

2:30 PM MST on October 2, 2018,

at which time the bids will be publicly opened.

Bidding documents may be obtained at the Board of Public Utilities, 2416 Snyder Avenue, Cheyenne, WY 82001, or by calling 307-637-6471.

A bid guarantee in the amount of 5% of the total bid amount, as required by Wyoming Statute § 15-1-113, must be submitted with each bid (see paragraph 10 of the General Provisions attached).

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BID FORM

CITY OF CHEYENNE, WYOMING
 BOARD OF PUBLIC UTILITIES
 2416 Snyder Avenue
 Cheyenne, WY 82001
 Phone: (307) 637-6471
(This is not an order)

BID OPENING DATA	TAX EXEMPTION AUTHORITY
Bid Number: OM 04-19 Date: October 2, 2018 Time: 2:30 PM MST Contact: Dennis Graham	The City of Cheyenne is a political subdivision of the State of Wyoming and is a tax exempt entity.

Sealed bids will be received at the address stated above until the date and time set for opening for the item(s) shown below. If awarded this bid, the undersigned Bidder agrees to furnish the proposed goods at the prices stated below and in accordance with the General Provisions and Technical Specifications included herein.

Description	Qty	Total
New 4WD Tractor with Loader, Minimum 42hp rating, 4023 pound operating weight, including 72" wide loader bucket, 3-point hitch and pto. (Bidder to specify make and model)	1	\$ _____
Trade: <i>D46, 1988 Ford 1900 vin UV21275 and; D47, 1984 Ford 1900 vin O3014.</i>	1	-\$ _____
		Total \$ _____

If bid is for more than one vehicle, bidders may submit bids for any one vehicle, any combination of vehicles, or all vehicles listed. The Board of Public Utilities ("Board") will consider each vehicle independently of the others on the bid form, and award each vehicle based upon the merits of the individual item bid, and not necessarily the TOTAL BID amount. The Board, however, reserves the right to reject any or all bids, evaluate variations from the specifications, and to award the bid that best meets its needs at the least cost.

Specifications sheets for the proposed vehicle(s) must be returned with your bid. Specification sheets that are not returned will be subject to rejection. Any exceptions or variations to the attached specifications must be clearly indicated on your specifications sheet.

A bid guarantee in the amount of 5% of your total bid amount, as required by Wyoming Statute § 15-1-113, must be submitted with each bid (see paragraph 10 of the General Provisions attached).

The Undersigned Bidder certifies that the firm submitting this bid is [] is not [] a Wyoming resident bidder as defined by Wyoming Statute § 16-6-101.

Bidder's Name/Phone _____

Bidder's Address/City/State/Zip _____

Bidder's E-mail Address _____

Signature/Title

GENERAL PROVISIONS

1. Bid Requirements: Bidders failing to use the bid form provided by the Board will be disqualified.

Only one copy of the bid is required.

Alternate bids will not be considered, unless specifically requested by the Board. The bid proposal shall not contain any restatement by the Bidder of the items to be furnished. Any such restatement will not be deemed to vary any of the provisions of the Invitation to Bid. Any deviation from the specifications shall be clearly indicated on the face of the bid.

All line items must be filled in exactly with what is being proposed.

Bids must be signed in the space provided on the Bid Form. The signature shall be that of a person authorized to bind the company in a legal contract. Unsigned bids will not be considered.

Bids shall be submitted to the specified address, in a sealed envelope which shows the bid number, the name of item(s) being bid upon, and the date and time of opening, to ensure against premature opening of the bid.

2. Bid Opening: Bids will be publicly opened and read at the time and place advertised for opening of bids, as stated on the Invitation to Bid. No bids received after the time set for the opening will be considered. Late bids will be returned unopened. It is the sole responsibility of Bidders to ensure that bids arrive by the date and time specified.
3. Withdrawals, Revisions, and Clarifications: Bids may not be withdrawn for a period of 45 days after the bid opening.

Bids may be revised prior to opening. Such revisions must be in writing and signed by an authorized representative of the company. No bid may be revised after the bid opening.

Written addenda will be issued to all Bidders of record in the event any changes are made to the bidding documents or if the bid opening date or time is revised.

Requests for bid clarification shall be made in writing no later than five (5) working days prior to the bid opening date. The Board's response will be in writing, provided to all Bidders of record.

4. Award: The bid award will be made to the most qualified, responsible Wyoming resident bidder submitting the lowest responsive bid, if such resident's bid is not more than five percent (5%) higher than that of the lowest qualified nonresident bidder. Bidders are required to indicate their residency status in the space provided on the Bid Form. The 5% Wyoming resident preference will not be applied to expenditures where federal funds are involved.

The basis for award will be on total bid amount, unless stated otherwise, and will include where applicable, trade-in allowance, discounts, and other factors that may be indicated in the Invitation to Bid. Prompt payment discounts of less than 20 days will not be considered in the award. In all cases where trades are shown on the Invitation to Bid, the Board reserves the right to trade or not to trade as deemed in its best interest. If the Board elects not to trade, award will be based as stated above, without taking the trade(s) into consideration for total bid amount.

The Board reserves the right to reject any or all bids and to waive any formality or technicality in any proposal in the interest of the Board.

Unit prices shall reflect all costs relative to furnishing the item, for if the accepted bid exceeds budgeted funds, the Board may decrease or delete items; or if funds are available and additional quantities are needed, the Board may increase quantities as necessary. The basis of payment will be for actual quantities ordered and received. If applicable to this Invitation to Bid, a formal contract will not be executed, but rather, a purchase order will be issued to the successful bidder for the goods to be purchased as a result of this Invitation to Bid.

5. Brand/Trade Names: When an item requested in the bid is identified by a brand name, trade name, or catalog number or reference, it is understood that the Bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless his bid proposal so indicates, and he has obtained prior approval from the Board for the item. The reference to the brand name, trade name, or catalog number is intended to be descriptive but not restrictive and only to indicate to the Bidder articles that will be satisfactory. Bids for other brands, makes, etc. will be considered provided the Bidder clearly states on his proposal exactly what he is proposing to furnish, and has submitted to the Board at least 10 days prior to the bid opening date, illustrations, specifications, or other descriptive matter which clearly indicates the character of the article(s) to be covered by his bid, and has obtained the prior approval of the Board for the proposed "equal." The Board reserves the right to approve as equal, or to reject as not being equal, any article the Bidder proposes which contains major or minor variations from specifications or other requirements, but which may comply substantially therewith. Wyoming materials and products of equal quality

and desirability shall have preference over materials and products produced outside the state.

6. Product Quality: All items proposed shall be new and the manufacturer's current model unless the Board specifically requests or addresses used or demo products in the specifications. **All listed options must be factory installed. No aftermarket options will be allowed unless otherwise noted in the Technical Specifications.** The Board reserves the right to call for demonstration of goods at no cost to the Board prior to award of the bid.
7. F.O.B. and Delivery: All bid prices shall be quoted F.O.B. the applicable Board department, Cheyenne, Wyoming, unless the Board specifically states otherwise elsewhere in the bidding documents. Item(s) will be delivered no later than 60 days after award of bid.
8. Compliance with Laws: All applicable federal, State, and City laws, ordinances or regulations shall apply to products purchased as a result of this bid. The provisions of Wyoming Statute 15-1-113, incorporated herein by reference, are an express part of these bidding documents. All bid and contract documents shall be interpreted and construed according to the laws of the State of Wyoming.
9. Warranty: The Bidder shall state the warranty on labor and materials in months, years, hours, miles, etc., as applicable. The Bidder shall assume costs of all labor, materials, per diem, freight, transportation, and any other item incidental to warranty maintenance or repair.
10. Bid Guarantee: The bid shall be accompanied by bid guarantee in the amount of five percent (5%) of the total bid. The bid guarantee shall be in the form of a bid bond secured by a surety or guaranty company authorized to do business in the State of Wyoming and signed or countersigned by a Wyoming resident agent; or if the total bid is \$150,000 or less, the 5% bid guarantee may be in the form of a cashier's check, certified check or money order made payable to the Board of Public Utilities. Cash deposits will not be accepted. The bid guarantee will ensure that the Bidder will not withdraw his bid within 45 days after the bid opening, and that he will furnish the goods awarded as a result of this bid in accordance with his proposal. The bid guarantee will be retained until satisfactory delivery is made. If the successful Bidder fails to make delivery as stipulated, with allowances for any time extensions or other exceptions granted in writing by the Board for reasonable and just cause, as determined by the Board, the bid guarantee will be forfeited as liquidated damages, and the goods will be awarded to the next low responsible, qualified bidder if feasible, or re-advertised for bid. The bid guarantees of unsuccessful bidders will be returned within a reasonable time upon award of the bid.

11. Conveyance of Vehicle/Equipment Titles: The successful bidder must provide a Certificate of Title identifying the owner as the City of Cheyenne, C/O Board of Public Utilities, 2416 Snyder Avenue, Cheyenne, WY. Certificate of Title must be issued by the State of Wyoming. Manufacturer Statement of Origin (MSO) will not be accepted. Certificate of Title must be received before payment will be made. A Certificate of Title must be provided for all vehicle/equipment which require licensing by the State of Wyoming.
12. Alcohol and Controlled Substance Policy: In compliance with the Drug-Free Workplace Act of November 1988, the Board had established an Alcohol and Controlled Substance Policy that pertains to alcohol and drug usage by Board employees. The successful Bidder and its employees and subcontractors are required to comply with the provisions of the Board's Alcohol and Controlled Substance Policy for drug and/or alcohol usage while on Board property or other sites occupied by Bidder while performing the duties and responsibilities required by this Invitation to Bid. It is the responsibility of Bidder to familiarize itself of the requirements of this policy and to inform all its employees and subcontractors of those requirements and to insure their compliance therewith. If Bidder, its employees or subcontractors are found to be in violation of this policy, any order placed as a result of this bid may be cancelled.
13. Equal Employment Opportunity Commission & Americans with Disability Act: The Bidder is hereby notified that it must comply fully with all requirements of the Equal Employment Opportunity Commission (EEOC) and the Americans with Disabilities Act (ADA) in the same manner as is expected by the Board. If the Bidder, its employees or subcontractors are found in violation of these requirements, any order placed as a result of this bid may be cancelled. The Bidder shall be responsible for all such non-compliance and shall defend, hold harmless and indemnify the Board there from.
14. Nondiscrimination: All parties to this bid and to any order or agreement resulting from this bid assure that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of the requirements of this bid on the grounds of age, race, color, qualifying disability, national origin, ancestry, religion, creed, pregnancy or sex. The Bidder shall be responsible for all non-compliant actions and shall defend, hold harmless and indemnify the Board therefrom.
15. Indemnification: In submitting a bid for this project, the Bidder agrees if awarded the bid, to indemnify, hold harmless and defend the Board and City of Cheyenne from and against any and all liabilities, claims, penalties, forfeitures or suits, and the cost and expenses incident thereto, including

reasonable attorney's fees, which may hereafter arise as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders arising during or resulting from the successful Bidder's performance of any work or furnishing of any product, and shall carry liability insurance as set forth herein to achieve this objective. The Bidder acknowledges that it may incur a financial obligation to the Board and City of Cheyenne pursuant to the terms of this paragraph.

16. Governmental Immunity: The Board, the City and their officials and employees specifically retain all immunities and defenses available to them as Governmental Entities pursuant to Wyo. Stat. §1-39-101, *et seq.*, and all other applicable laws, except to the extent necessary solely for the enforcement of the terms and conditions of this Agreement as between the parties.
17. Governing Law, Jurisdiction and Venue: The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

TECHNICAL SPECIFICATIONS
BID # OM 04-19

NEW TRACTOR WITH LOADER

GENERAL DESCRIPTION: New 4WD Tractor with Loader, Minimum 42hp rating, 4023 pound operating weight, including operator cab and 72" wide loader bucket, 3-point hitch and pto.

BASIC SPECIFICATIONS:

- a) Minimum 4,023 pound operating weight.
- b) Minimum 72" width loader bucket.
- c) Minimum 2,554 pounds of front loader bucket breakout force.
- d) Minimum 1,292 pounds of front loader bucket lift capacity
- e) 14.9 x 24 rear radial tires with aggressive industrial directional tread.
- f) 8.3 x 16 front radial tires with aggressive industrial directional tread.
- g) Minimum Fuel capacity of 11 gallons.

Does the unit bid comply in all respects? YES () NO ()

ENGINE:

- a) Diesel injected, producing a minimum gross power of 42hp in normal operating range.
- b) Exhaust meets Tier 4 emission standards.
- c) Cold start package including high capacity battery, glow plugs and an engine block heater.
- d) Extended life antifreeze/coolant protected to -40°F.

Does the unit bid comply in all respects? YES () NO ()

POWERTRAIN/TRANSMISSIONS:

- a) Dual speed, three range hydrostatic transmission
- b) Cruise control.
- c) Selectable 2-wheel or 4-wheel drive.
- d) Travel or road speed capable of 16.8 mph.
- e) Electric/hydraulic operated PTO engagement.
- f) 1.375" 6 spline PTO shaft.
- g) PTO speed of 540 RPM at engine speed of 2550 RPM.

Does the unit bid comply in all respects? Yes () No ()

CHASSIS/BODY:

- a) Turning radius capability of 8.9 feet.
- b) Minimum ground clearance of 12.2”.
- c) Maximum travel height of 91.1 inches.
- d) Front facing cab mounted work lights for night operation.
- e) Stop and tail lights.
- f) Electric warning horn.
- g) Backup alarm.

Does the unit bid comply in all respects? Yes () No ()

CAB:

- a) Single piece windshield for maximum work visibility.
- b) Climate controls to include heater, front and rear window defroster and air conditioning.
- c) Front and Rear window wipers and front window washer.
- d) Operator instrumentation gauges to include: fuel level, engine speed, engine coolant temperature.
- e) Operator warning indicators for engine functions that fall outside of normal parameters.
- f) Adjustable tilting steering column and seat position for operator ergonomics and comfort.
- g) Adjustable air suspension seat with seatbelt.
- h) Rearview mirror cab mounted on each side.

Does the unit bid comply in all respects? Yes () No ()

HYDRAULICS:

- a) Hydraulically activated live independent PTO clutch.
- b) Hydraulic pump capable of minimum 14.1 gpm at 2200 rpm.
- c) Hydraulic/transmission oil capacity of 11.4 gallons.
- d) 3 point hitch with hydraulic cylinder lift capacity of 3858 lbs.

Does the unit bid comply in all respects? Yes () No ()

ATTACHMENTS:

- a) Loader bucket, 72” width, 10.9 cubic ft capacity.
- b) Loader bucket lift capacity of 1720 pounds at pivot pin.
- c) Lift height at pivot pin of 105”.
- d) Minimum loader dump height, full lift with bucket at full dump angle, 80.4”

Does the unit bid comply in all respects? Yes () No ()

WARRANTY:

- a) 24 month / 1500 hour total machine warranty included in bid price.
- b) 36 month / 2000 hour powertrain warranty included in bid price.
- c) State extended warranty options.

Does the unit bid comply in all respects? YES () NO ()

KEYS:

- a) Vehicle to be delivered with 4 keys.

Does the unit bid comply in all respects? YES () NO ()

MANUALS:

- a) One complete set of owner/operators manuals.
 - b) One complete set of shop service and repair manuals.
 - c) One complete set of parts manuals.
- or-
- d) (In the case where printed shop, service or parts manuals have been replaced by manufacturers web sites, access to the information contained in these websites will be granted free of charge.

Does the unit bid comply in all respects? YES () NO ()

ADDITIONAL FEATURES:

- a) Local machine service facility providing response time of 24 hours or less during normal business hours.
- b) Local machine parts availability.

Does the unit bid comply in all respects? YES () NO ()