

INVITATION TO BID
 CITY OF CHEYENNE, WYOMING
 PURCHASING OFFICE – ROOM 309 – MUNICIPAL BUILDING
 2101 O’NEIL AVENUE, CHEYENNE, WY 82001
 PHONE: (307) 773-1045

(THIS IS NOT AN ORDER)

BID OPENING DATA	Contact: TJ Barttelbort, (307) 773-1045	The City of Cheyenne is a political subdivision of the State of Wyoming and is a tax exempt entity.
BID NUMBER: E-26-21		
QUESTION SUBMISSION DATE: March 15, 2021	TIME: 5:00 PM	
BID DUE DATE: March 31, 2021	TIME: 2:00 PM, Room 307	

Sealed bids will be received in the above City office until the date and time set for opening, for the items shown below. If awarded this bid, the undersigned bidder agrees to furnish the proposed goods and/or services at the prices stated below in accordance with the General Provisions, Special Provisions, and other applicable bidding documents including specifications.

The City of Cheyenne will receive sealed bids for furnishing Aggregates on an annual basis, in accordance with the attached specifications. The City reserves the right to evaluate variations from the specifications and to award the bid that best meets its needs at the least cost. **The City reserves the right to add or subtract the quantity of items being purchased based on budget availability (award will be based on the Cost/Ton, as identified below).**

The contract price shall include the disposal of spoil material at the aggregate pit for Board of Public Utilities Only.

UNTREATED SUB-BASE AND BASE, FOB PIT:

(Bid this item if City pickup location is **within** 10 miles from 110 Cleveland Place)

Address of Pickup Location: _____ # of Miles from 110 Cleveland Place _____

(Bid this item if BOPU pickup location is **within** 10 miles from 2406 Snyder Ave.)

Address of Pickup Location: _____ # of Miles from 2406 Snyder Ave _____

	Est. Qty.	Unit Price	Total Price
City Street & Alley Division and BOPU	11,000 Ton	\$ _____/Ton	\$ _____

UNTREATED SUB-BASE AND BASE, FOB DESTINATION:

(Bid this item if City pickup location is **more** than 10 miles from 110 Cleveland Place)

Address of Pickup Location: _____ # of Miles from 110 Cleveland Place _____

(Bid this item if BOPU pickup location is **more** than 10 miles from 2406 Snyder Ave.)

Address of Pickup Location: _____ # of Miles from 2406 Snyder Ave _____

	Est. Qty.	Unit Price	Total Price
City Street & Alley Division and BOPU	11,000 Ton	\$ _____/Ton	\$ _____

In the event of a tied bid, the bidder with the fewest number of miles (least distance) between the pickup location and the delivery point shall be awarded the bid.

Questions, Substitutions, Line Item Modifications, or Clarifications, shall be directed to the City Purchasing Manager, by e-mail at tbarttelbort@cheyennecity.org. Questions will be received until **5:00 PM local time on March 15, 2021**, after which no additional questions will be accepted. The City will provide a response via Addendum no-later-than **5:00 PM local time on March 17, 2021**.

All questions, bid exceptions, or requests for clarification shall be submitted in the following format: Page Number, Section, Line Item Number, (Exception / Question / Deviation).

The Contract will cover a period of one year, from the time of the award, unless terminated earlier by the City upon thirty (30) days written notice to the supplier.

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Bid Guarantee:

Bid guarantee in the amount of 5% of the total bid amount as required by Wyoming Statute 15-1-113 must be submitted w/your bid (see paragraph 15 of the General Provisions attached).

Bid Guarantee shall be submitted for the following bid items:

1. 11,000 Tons of Untreated Sub-Base And Base, FOB Pit OR Destination (Whichever is higher).

Resident Bidder:

If claiming to be a resident bidder, please attach a copy of your "State of Wyoming Certificate of Residency Status".

The undersigned bidder certifies that the firm submitting this bid **IS** [] **OR IS NOT** [] a Wyoming resident bidder as defined by Wyoming Statute §16-6-101. *(Please select One (1) Option with an 'X')*

Addendum Acknowledgement:

The Bidder acknowledges receipt of the following addenda to the Bid Documents (if none, so state). The City will consider as **incomplete** any bid in which all addenda are not acknowledged, **and this will be a basis for bid rejection.**

_____.

Addendum No. Dated

Bidder's Name: _____	E-mail _____
Bidder's Address: _____	City _____ St. _____ Zip _____
Phone: _____	Fax: _____
Signature: _____	Title: _____

GENERAL PROVISIONS

1. Bidders failing to use the bid form provided by the City will be disqualified. Only one copy of the bid is required. Alternate bids will not be considered unless specifically requested by the City. The bid proposal shall not contain any recapitulation by the bidder of the work to be done or items to be furnished in an attempt to condition the bid. Any such recapitulation will not be deemed to vary any of the provisions of the Invitation to Bid. Any deviation from the specification shall be clearly indicated by the bidder. Bids must be signed in the space provided on the face of the bid. The signature shall be that of a person authorized to bind the company in a legal contract. Unsigned bids will not be considered.
2. Bids may not be withdrawn for a period of 45 days after the bid opening. Bids may be revised prior to opening in writing, signed by an authorized representative of the company; or fax or email prior to the bid opening and followed with proper written confirmation received by the City within three calendar days thereafter. No bid may be revised after the opening.
3. Bids will be publicly opened and read at the time and place advertised for opening of bid, as shown on the "Invitation to Bid". 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 no later than **ten (10)** days prior to the opening date. The City's response will be provided to all bidders of record. No bid received after the opening time has arrived will be considered. Late bids will be returned unopened. It is the sole responsibility of the bidder to ensure that bids arrive by the date and time specified. The bid shall be submitted in a sealed envelope which shows the bid number or name of item or service being bid, and date and time of opening to ensure against premature opening of the bid. **FAXED OR EMAILED BIDS WILL NOT BE ACCEPTED.** If the City of Cheyenne Municipal Building is closed for any reason at the date and time scheduled for bid opening, the bid opening will automatically be rescheduled for the same time on the next working day that Municipal Building is officially open.
4. Award will be made to the 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 face of the bid. If the bidder is a resident bidder, they may be asked to provide a copy of the "State of Wyoming Certificate of Residency Status". The 5% Wyoming resident preference will not be applied for expenditures where federal funds are involved. Basis for award will be on total bid 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 award; otherwise, terms are net 30 days. In all cases where trades are shown on the "Invitation to Bid", the City reserves the right to trade or not to trade as deemed in its best interest. Trade-ins are "As Is-Where Is". If the City elects not to trade, award will be based as stated above, without taking the trade(s) into consideration for total bid amount. The City reserves the right to reject any or all bids and to waive any formality or technicality in any proposal in the interest of the City. Unit prices shall reflect all costs relative to furnishing the item, for if the accepted bid exceeds budgeted funds, the City may decrease or delete items; or if funds are available and additional quantities are needed, the City may increase quantities as necessary. Basis of payment will be for actual quantities ordered and received. If applicable to this Invitation to Bid, a formal contract may not be executed, but rather, a purchase order will be issued to the successful bidder for the goods or service to be purchased as a result of this invitation to bid.
 - a. **The City reserves the right to reject the item(s) delivered, if the item does not meet the specifications provided by the City and the item(s) can't be fixed. The City will not accept the item(s), and the bidder will forfeit their bid bond.**
5. 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 City 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. Bid for other brands, makes, etc., will be considered provided the bidder clearly states on their proposal exactly what they are proposing to furnish, and has submitted to the City at least **ten (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 this bid, and has obtained the prior approval of the City for the proposed "equal". The City 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. All items proposed shall be new and manufacturer's current model unless the City specifically requests or addresses used or demo products in the specifications. The City reserves the right to call for demonstration of products or services at no cost to the City prior to award of the bid.
7. All bid prices shall be quoted F.O.B. the applicable City Department, Cheyenne, Wyoming, unless the City specifically states otherwise elsewhere in the bidding documents.
8. All applicable federal, state, and City laws, ordinance or regulations shall apply to products or services 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. The bidder shall state 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 repairs.
10. The bidder shall 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 from the City of Cheyenne. If the bidder or the bidder's employees or subcontractors are found in violation of these requirements, any order placed as a result of this bid may be canceled. The bidder shall be responsible for all such noncompliant action and shall defend, hold harmless and indemnify the City of Cheyenne there from.
11. 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, sex, race, creed, color, national origin, ancestry, religion, pregnancy, qualifying disability, sexual orientation, or gender identity. The bidder agrees to include the language of this paragraph in all agreements associated or connected in any way with furnishing of products or services as a result of this bid.
12. In compliance with the Drug-Free Workplace Act of 1988, the City of Cheyenne has established an "Alcohol and Controlled Substance Policy" that pertains to alcohol and drug usage by City of Cheyenne employees. The successful bidder and its employees and subcontractors are required to comply with the provisions of the City's Alcohol and Controlled Substance Policy for drug and/or alcohol usage on City property or other sites occupied by the successful bidder while performing the duties and responsibilities connected with furnishing of the products or services of this bid. It is the responsibility of the successful bidder to become familiar with the requirements to this policy, to inform its employees and subcontractors of their obligations to comply and to assure their compliance therewith. If the successful bidder, its employees, or subcontractors are found in violation of this policy, any order placed as a result of this bid may be canceled.
13. In submitting a bid for this project, the bidder agrees if awarded the bid, to defend, hold harmless, and indemnify the City, its officials, employees and authorized volunteers against any and all claims and costs, including attorney's fees, arising during or resulting from the successful bidder's performance of any work or furnishing any product, and shall carry such liability insurance as necessary to achieve this objective.

The successful bidder acknowledges its understanding of this paragraph and realizes it may have a financial responsibility to the City hereunder. The City does not waive any applicable defenses and expressly reserves the right to invoke governmental immunity pursuant to the Wyoming Governmental Claims Act, Wyoming Statute § 1-39-101, et seq. for any claim arising out of performance of this work.

14. Parts of these General Provisions may be supplemented or superseded by specific requirements of the Invitation to Bid, Specifications, or Special Provisions.
15. The bid shall be accompanied by a bid guarantee in the amount of five percent (5%) of the total bid, if the total bid amount is \$35,000.00 or more. The 5% bid guarantee may be in the form a bid bond secured by a surety or guaranty company authorized to do business in the State of Wyoming or a cashier's check made payable to the City of Cheyenne. Cash deposits, personal checks or company checks (unless certified) will not be accepted. In the event Trade-Ins are shown on the "Invitation to Bid," the bid guarantee shall include the total value of the Bid amount, including the value of Trade-Ins. For example, if the Bid amount includes \$50,000 in equipment and \$10,000 in Trade-Ins, the bid guarantee would be \$3,000 (5% x (\$50,000 + \$10,000)). The bid guarantee will ensure that the bidder will not withdraw his bid within 30 days after the bid opening, and that he will execute the contract and furnish such bonds, insurance certificates, and other documents; as required in the Bidding Documents; and in the event of the bidder's failure thereof, the bidder shall be liable to the City on account of his default for the amount of bid guarantee as liquidated damages in accordance with Wyoming Statute § 15-1-113. Bid guarantee of unsuccessful bidders will be returned promptly.
16. Force Majeure: The performance of the Agreement by either party shall be subject to force majeure including, but not limited to, acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including, but not limited to, the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the performance required by this Agreement. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

REVISED 7/1/2020

“LIQUIDATED DAMAGES”

Unavoidable Delays:

A delay in the delivery of one or more items due under this Contract shall be deemed to be unavoidable if the delay: (1) was not reasonably expected to occur in connection with, or during, the Contractor’s performance; and (2) was not caused by the Contractor’s negligence or intentional misconduct.

Notification of Delay:

The Contractor shall provide immediate verbal or electronic notification to the Contracting Officer when the Contractor becomes aware of any event or circumstance that will delay the delivery of any item or items due under this Contract. The Contractor shall also provide written notice to the Contracting Officer no later than five (5) calendar days after the verbal or electronic notice. The written notice shall include complete and detailed information relating to the events and circumstances causing the delay and the anticipated duration of the delay.

Request for Extension:

- a. If the Contractor wishes to seek an extension of time for the delivery of one or more items due under the Contract, the Contractor shall supply any and all information the Contracting Officer may require to determine whether the delay is unavoidable. The Contracting Officer shall examine the request and supporting information supplied by the Contractor to determine whether the Contractor is entitled to an extension, and if so, the duration of such extension. The Contracting Officer shall grant an extension of time if consistent with the mutual duties of the City of Cheyenne and the Contractor to engage in good faith and fair dealing. The Contracting Officer shall notify the Contractor of this determination in writing.
- b. It is expressly understood and agreed that the Contractor shall not be entitled to reimbursement for damages, compensation, loss of profits, or any other expense that may be incurred by the Contractor due to delays in the delivery of one or more items due under this Contract.

Liquidated Damages:

If the delivery of any item is delayed and the delay is not unavoidable, the Contracting Officer may assess as liquidated damages a sum equal to a tenth of a percent (.10%) of the per item price per calendar day or \$30.00 per item per calendar day, whichever is greater. These damages shall be deducted from any money due, or which may thereafter become due the Contractor under this Contract.

NOTE: Refusal to pay Liquidated Damages will void bid

SECTION 02190

AGGREGATES

Delete Parts 2.05 and 2.06 and replace with the following:

2.05 AGGREGATE FOR FLEXIBLE PAVEMENTS

- A. When producing aggregates for flexible pavement which is to be applied to a street classified as a collector or arterial, aggregates shall be from a granite quarry. All aggregates shall be of uniform quality, crushed to size as necessary, and shall be composed of sound, tough, durable pebbles or fragments with or without natural or mineral fillers, as required. The aggregate shall be free from vegetable matter, lumps or balls of clay, adherent films of clay or other matter that would prevent thorough coating with bituminous material and shall be free from an excess of flat or elongated pieces. The crushed aggregate shall have a percentage of wear of not more than forty (40), show a sodium sulfate loss of not more than twelve (12) percent, and the plasticity index shall not exceed three (3) unless otherwise provided for in the Contract Documents or as approved by the ENGINEER.

- B. Coarse aggregate shall be crushed stone or crushed gravel with one hundred (100) percent having one or more fractured faces and ninety-five (95) percent having two or more fractured faces. Coarse aggregate shall be of such gradation that when combined with other required aggregate fractions and fillers in proper proportion, the resultant mixture shall meet the gradation requirements under the composition of mixture for the specific material type. Only one (1) kind shall be used on the project except as approved by ENGINEER.

- C. Fine aggregate shall consist of crushed stone, crushed gravel, or natural sand. Fine aggregate angularity shall be a minimum of forty-five (45) percent. Fine aggregate shall be of such gradation that when combined with other required aggregate fractions in proper proportion, the resultant mixture shall meet the gradation requirements under the composition of mixture for the specific material type. Only one (1) kind shall be used on the project except as approved by ENGINEER.

2.06 AGGREGATE FOR HOT PLANT MIX BITUMINOUS PAVEMENT

- D. Type I Pavement aggregate shall be composed of coarse and fine aggregates combined as shown and in conformance with Subsection 2.04 herein, AGGREGATE FOR PLANT MIX BITUMINOUS BASE. Not approved for use in the CITY, unless approved in writing by the ENGINEER.
- E. Type II Pavement aggregate material, prior to crushing, (one hundred (100) percent crushed) shall be of such size that not less than ninety-five (95) percent shall be retained on a sieve with square openings one-quarter ($\frac{1}{4}$) inch larger than the maximum size mineral aggregate being produced, unless otherwise provided for in the Contract Documents or as approved by the ENGINEER.
- F. Type III Pavement aggregate shall have not less than fifty (50) percent of the materials by weight retained on the #4 sieve with at least one (1) fractured face, unless a different percentage of fractured faces is otherwise specified in the Contract Documents. Not approved for use in the CITY, unless approved in writing by the ENGINEER.
- G. The aggregate fractions for the mixture shall be sized, graded, and combined, (including RAP when specified) in such proportions that the resulting composite blend meets one (1) of the grading requirements in the following table as specified in the Contract Documents. If not specified, CONTRACTOR shall use the three-quarter ($\frac{3}{4}$) inch maximum material grading specification.
- H. Crush and screen reclaimed asphalt pavement (RAP) greater than two (2) inch so that all material is prepared for recycling and a uniform mixture is maintained. Handle, screen, and crush material so as not to produce unnecessary fractured aggregate or cause undue degradation. Ensure that one hundred (100) percent of RAP used for recycled plant mix pavement passes through a two (2) inch sieve. Stockpile in its own pile. Ensure that the combined virgin aggregate gradation meets the narrow band specification developed during the mix design.

**GRADATION
REQUIREMENTS**
(% by Weight
Passing)

SIEVE SIZES	1" MAX	¾" MAX	½" MAX	3/8" MAX
1-1/4"	100			
1"	90-100	100		
¾"	65-90	90-100	100	
½"	55-85	55-90	90-100	100
3/8"	40-75	45-85	55-90	90-100
#4	30-60	30-65	35-70	45-85
#8	20-45	20-50	20-55	30-65
#30	5-25	5-30	5-30	10-40
#200	2-7	2-7	2-7	2-7

**END OF CHANGES
THIS SECTION**