

CITY OF LARAMIE, WYOMING
SPECIFICATIONS FOR

One (1) 2016/2017 Full-Size All-Terrain Vehicle (ATV) Unit 797
with trade in
January 24, 2017

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NOTICE OF CALL FOR BIDS

Notice is hereby given that the City of Laramie, Wyoming will receive sealed bids for the furnishing of:

One (1) 2016/2017 Full- Size All-Terrain Vehicle (ATV) 2017 with trade in of Unit 797

as called for in the specifications for **One (1) 2016/2017 Full- Size All-Terrain Vehicle (ATV) 2017** at the Office of the City Clerk, City Hall, 406 Ivinson Street (PO Box C), Laramie, Wyoming 82073 until 1:00 P.M. Local Time, on the 24th day of January, 2017, at which time the bids will be publicly opened and read aloud. All bids must be submitted on the forms supplied by the City of Laramie.

A complete set of the specifications may be obtained after the 3rd day of January, at the Office of the Parks and Recreation Director, City of Laramie, 920 Boulder Dr. Laramie, WY; P.O. Box C, Laramie, Wyoming 82073.

Preference is hereby given to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside the State, as provided in W. S. §§ 16-6-101 through 16-6-119.

CITY OF LARAMIE, WYOMING

(SEAL)

By _____

Attest:

Janine Jordan, City Manager

Angela Johnson, City Clerk

Publication Dates: January 3, 2017; January 10, 2017

**CITY OF LARAMIE, WYOMING
INSTRUCTIONS TO BIDDERS**

Bidders will observe the following instructions together with those contained in the "Notice of Call for Bids".

IB-1 BID SPECIFICATIONS The following are part and parcel of the contract and whenever the word "contract" appears herein the same shall be held to include all of these items:

- Notice of Call for Bids
- Instructions to Bidders
- Bid Form/Contract
- Bid Guarantee
- Performance Guarantee
- Detailed Specifications
- Addenda

IB-2 BIDS

a. Bids shall be made upon the form furnished herein, or copies thereof, with all items properly filled out, unless specific directions in the advertisement, on the Bid Form/Contract, or in the Specifications allow for partial bids. When quotations on all items are not required, bidders shall insert the words "no bid" where appropriate. Numerals shall be written in ink, and the signature of all persons signing shall be in longhand. The completed form should be without interlineation, alteration, or erasure. Any corrections to entries made on the bid form should be initialed by the person signing the bid. No oral, facsimile, telephonic or telegraphic proposals or modifications will be considered. In the event that any requirements in these Specifications are not included in manufacturer's specification sheets, bidders shall submit with the bid a Statement of Compliance.

b. All bids must be sealed, addressed to and deposited with the City Clerk, City Hall, 406 Ivinson Street (P.O. Box C), Laramie, Wyoming 82073, on or before the day and hour set for opening of bids in the advertised "Notice of Call for Bids". Bids received after the time so indicated shall be returned unopened. The bids must be endorsed on the outside with the name of the bid as shown on the Specifications, and with the name and address of the bidder.

IB-3 BID GUARANTEE

a. Each bid shall, as a guarantee of good faith on the part of the bidder, be accompanied by Bid Guarantee in an amount of not less than five percent (5%) of the total bid. Bid bonds and cashier's checks which have an expiration date of less than one year are not acceptable. Bid Guarantee shall be forfeited as liquidated damages if the bidder, upon award to him/her, fails to enter into contract within 30 days following award.

b. Bid Guarantee shall be in the form of a bond for all bids greater than \$100,000. Bid Guarantee may be in the form of a bond or cashier's check for bids equal to or less than \$100,000.

IB-4 PERFORMANCE GUARANTEE

a. At such time as the bidder enters into Contract, he/she shall provide Performance Guarantee in the amount of 100% of the awarded contract as security for the faithful performance and

payment of all his/her obligations under the Specifications, except for vehicle bids, where the 5% bid security may be substituted for the performance guarantee.

b. Performance Guarantee shall be in the form of a bond for all contracts greater than \$100,000. These bonds shall be in amounts at least equal to the Contract Price, and in such form and with such sureties as are approved by the City Attorney and licensed to conduct business in the State of Wyoming and are named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Performance Guarantee may be in the form of a cashier's check for all contracts less than \$100,000.

c. Upon providing acceptable bond to the Owner the Bid Security accompanying the Bid shall be returned.

IB-5 STATUTORY REQUIREMENTS/COMPARISON OF BIDS/WYOMING PREFERENCE ACT OF 1971 Preference is hereby given to supplies, materials, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside the state.

IB-6 WITHDRAWAL OF BID Bids may be withdrawn by the bidder prior to, but not after, the time set for opening upon written, facsimile or telegraphic request of the bidder. Errors on the part of the bidder in preparing bids shall not create a right to withdraw bid subsequent to the opening.

IB-7 INTERPRETATION OF DOCUMENTS Should a bidder find discrepancies in or omissions from the Specifications or be in doubt as to their meaning, bidder shall, at once, notify the City Clerk, and if the point in question is not clearly and fully set forth, a written Addendum or bulletin of instructions will be mailed or delivered to each person obtaining a set of Specifications as provided for in the Notice of Call for Bids. Each person requesting an interpretation will be responsible for the delivery of his request to the Clerk. The City will not be bound by, nor responsible for, any explanation or interpretation of the proposed documents other than those given in writing as set forth in this paragraph. No oral instructions, interpretations, or representations shall be binding upon the City.

IB-8 SUBSTITUTION FOR PATENTED AND SPECIFIED ARTICLES Whenever in the Specifications any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating description of the material and/or process desired and shall be deemed to be followed by the words "or equivalent", and the bidder may offer any material or process which shall be equal in every respect to that so indicated or specified; provided, however, that if the material, process or article so offered by the bidder is not, in the opinion of the City, equal in every respect, then the bidder must furnish the material, process or article specified or one that in the opinion of the City is equal thereto in every respect.

IB-9 AWARD OR REJECTION OF BIDS The City reserves the right to reject any part or all of any and/or all bids and to waive irregularities in bids received.

IB-10 CONSIDERATION OF BIDS IN AWARDING OF CONTRACT Promptly after the opening of the bids a compilation of them will be prepared, and the Bid Guarantee of those bidders who in the sole judgment of the City should not be considered in making the award will be returned. The other Bid Guarantees, except that of the successful bidder, will be returned as soon as a contract is awarded or after a lapse of thirty (30) days of the time from the opening of bids. Unless otherwise stated in the Bid Form/Contract, when the Bid Guarantee is held as Performance Guarantee in conjunction with the bidder's agreement to perform, the Bid Guarantee of the successful bidder will be returned as soon as

contract and approved Performance Guarantee is provided, except in the case of vehicle bids, where the 5% security will be retained as the performance guarantee. The contract will be awarded within thirty (30) days after opening of bids unless all bids are rejected. The successful bidder will be required to furnish the guarantee required within thirty (30) days of receipt of Notice of Award. Failure to do so shall be just cause for the annulment of the award and in the event of such annulment, the Bid Guarantee of the bidder shall become the property of the City of Laramie. Award may then be made to another bidder or the City may call for other bids.

IB-11 BASIS OF PAYMENT The basis of payment will be actual quantities of materials furnished and/or services rendered and accepted. If upon completion of delivery or services performed, the actual quantities show either increase or decrease from the quantities shown in the Bid Form/Contract, the unit prices submitted on that Form shall still prevail. A completed City of Laramie voucher shall be presented for payment(s).

IB-12 CONCERNING SUBCONTRACTORS Unless herein specified as an inclusion to be submitted with each bid, the bidder may be required to submit, prior to the Notice of Award, the names of subcontractors and manufacturers of materials and equipment proposed to fulfill the requirements of the specifications.

IB-13 TITLES/WARRANTIES Successful bidders shall furnish a Wyoming Certificate of Title made out to the City of Laramie for all items required by the State of Wyoming to carry license plates. Each bid shall include a Statement of Standard Warranty of the manufacturer.

IB-14 CONTRACT VOID IF NOT FUNDED By Wyoming law, any contract awarded by the City is void if the city council fails to appropriate funds for completion of the contract. Should council decide not to fund the contract, bidders are not entitled to compensation for their efforts and the apparently successful bidder will not have a claim for labor, materials, or otherwise.

IB-15 CITY ENERGY POLICY The City of Laramie seeks to integrate energy efficiency practices into all aspects of day-to-day operations, from capital construction to staff behaviors, to ensure economic and environmental sustainability. The City encourages bidder submissions that 1) enhance to efficiency of City projects and ongoing operations, and/or 2) consider all energy types, including traditional and renewable sources.

IB-16 WYOMNIG PREFERENCE Preference is hereby given to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside the State, as provided in W. S. §§ 16-6-101 through 16-6-119.

CITY OF LARAMIE, WYOMING
BID FORM/CONTRACT
One (1) 2016/2017 Full- Size All-Terrain Vehicle (ATV)
with trade in Unit 797
January 24, 2017

To: The Mayor and City Council
City of Laramie
406 Iverson Street
P.O. Box C
Laramie, Wyoming 82073

The undersigned bidder, having examined the Specifications for the materials and/or equipment hereto attached or referenced, together with any and all Addenda thereto, and being acquainted with and fully understanding the requirements, stipulations, provisions, and conditions thereof, proposes and agrees to enter into and perform this Contract and to furnish the materials and/or equipment therein set forth in strict accordance with the Specifications for the following prices shown.

Description	Cost
Item 1:	
One 2016/2017 Full Size ATV Unit 797	\$ _____
Year _____ Make _____ Model _____	
Item 1 Trade-ins:	
Unit 797, 2012 Polaris Sportsman 800 ATV. VIN # 4XAMH76AXCA540786.	\$ _____
Net after trade:	\$ _____

All paperwork for titling and license plates shall be provided to the Fleet Division with each unit when it is delivered. All paperwork will be made out to "City of Laramie".

The City reserves the right to keep any or all the trade-ins and purchase without trade. Each vehicle bid will be considered independent of any of the other vehicles bid.

If awarded the Contract, the undersigned hereby agrees to furnish the necessary performance guarantee within thirty (30) days of receipt of the Notice of Award of said Contract, and to furnish and deliver all items, or render service as required, at the price set opposite each item listed above. Delivery date for the unit is:

Date: _____, 201__

The City of Laramie may assess liquidated damages if the unit is delivered after the above date. Liquidated damages will be \$30.00 per day.

The undersigned has checked carefully all the above figures, and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Enclosed is the required bid guarantee in the form of a bid bond or cashier's check to pay penalty in the amount of _____ DOLLARS, drawn in favor of the City of Laramie. Said bid guarantee is given as a guarantee that the bidder will agree to fulfill the requirements of the attached specifications, if awarded the Contract, and the amount thereof represents the agreed liquidated damages that the City of Laramie will sustain if the bidder fails or refuses to enter into said Contract, in which event the said security shall be immediately forfeited to and become the property of the City of Laramie, Wyoming, and retained by it as payment of said liquidated damages and not as penalty.

The undersigned agrees that the City has the right to hold all bids received for a period of forty-five (45) days after date of opening thereof.

The undersigned bidder acknowledges familiarity with the City Policies as applicable to this contract and listed below:

a. The City of Laramie seeks to integrate energy efficiency practices into all aspects of day-to-day operations, from capital construction to staff behaviors, to ensure economic and environmental sustainability. The City encourages bidder submissions that 1) enhance to efficiency of City projects and ongoing operations, and/or 2) consider all energy types, including traditional and renewable sources.

b. Preference is hereby given to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside the State, as provided in W. S. §§ 16-6-101 through 16-6-119.

The City of Laramie reserves the right to reject any and/or all bids; to waive any irregularity in the bids; and, unless otherwise specified by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit prices will govern.

(Name of Bidder)

By _____

Title _____

Address _____

Telephone # _____

E-Mail _____

Signature _____

Dated this _____ day of _____, 201____

The above signed Bidder hereby acknowledges receipt of _____ addenda to these specifications before the time of the submittal of the Bid.

This Bid Form/Contract is hereby accepted and approved by the City of Laramie, Wyoming.

BY _____
Janine Jordan, City Manager
and Purchasing Agent for the
City of Laramie

CITY OF LARAMIE, WYOMING
ONE FULL SIZE ALL TERRAIN VEHICLE (ATV) - DETAILED SPECIFICATIONS
PARKS DIVISION – MOSQUITO CONTROL

One (1) 2015/2016 Full- Size All-Terrain Vehicle (ATV) Unit 797

These Detailed Specifications sheets must be submitted with the bid, and all exceptions to these specifications shall be clearly noted on the bid submitted. Where applicable, brochures or literature, which clearly indicate specifications of the vehicle, equipment, accessories or materials, should be furnished.

Unless otherwise indicated these are minimum specifications.

<u>Minimum specifications</u>	<u>State Compliance Y/N</u>
<u>1</u> Engine- 570 cc class or larger, electronic fuel injection, 4 stroke, Liquid cooled, EBS.	
<u>2</u> Transmission- PVT, CVT, automatic, with H/L/N/R/P selector.	
<u>3</u> Drive train- Locking 4 wheel drive, Front and rear shaft drive	
<u>4</u> Brakes- Hydraulic front and rear disc brakes, with single lever operation. Braided steel brake lines at snag points. Brake line shields at snag points.	
<u>5</u> Footboards – Full fender to fender.	
<u>6</u> Cargo racks- Front minimum 100 lbs. Rear minimum 200 lbs. Racks configured to accept Warne “Jackrabbit” spray system tanks.	
<u>7</u> Starting System- 12 volt sealed electric starting system.	
<u>8</u> Snow plow- Winch lift, dual direction, quick detach frame, 48 inch width, replaceable cutting edge, and plow corner markers, installed.	
<u>9</u> Winch- 3500 lb. Electric with power in/ out and free spool operating modes. Control to be left hand thumb control rocker switch accessible with winter gloves and mounted above the handlebar. 4-way roller fairlead. Synthetic winch line, installed.	
<u>10</u> Hand grips- Electric 12 volt heated hand grip and thumb warmer Hi/Low dual temperature range, individual switches, installed.	
<u>11</u> Windshield- Lexan, clear, 15 inches tall, with hand fairing, quick detach, installed.	
<u>12</u> Mirror- Rear view, handle bar mount, installed.	
<u>13</u> Brake light- 12volt electric, installed.	
<u>14</u> Horn- 12 volt electric, installed.	
<u>15</u> Suspension- 4 wheel independent with overload rated heavy duty front and rear springs, installed.	
<u>16</u> Towing- Vehicle to be equipped with receiver type class 2 or 3 hitch 1500 LBS.	

- | | |
|-----------|---|
| <u>17</u> | Maintenance items- Unit to come equipped with 1-replacement drive belt, 2-oil filters, 2 air filters, 6 quarts of engine oil, and factory fluids sufficient for one complete change of transmission / gear cases, and differentials. |
| <u>18</u> | Vehicle documentation appropriate to apply for title for street legal operation. All documentation made out to City of Laramie. |
| <u>19</u> | Maximum vehicle overall length to be less than or equal to 84 inches. |
| <u>20</u> | Wheel lug pattern to be 4 holes on 4 3/8 center. If lug pattern is different than specified, vendor must provide 2 steel wheels with appropriate lugs sized to fit tire size AT 27x11-12 and 2 steel wheels with appropriate lugs sized to fit tire size AT 27x9-12. (If wheel lug pattern is 4 holes on 4 3/8 center, item 20 will be waived.) |
| <u>21</u> | Accessory Rear enclosed cargo box with a minimum of 9000 cubic inches (≈ 147 liters) of storage. The cargo box must be detachable. |

Vehicle application

This vehicle will be used primarily in Mosquito Control operations for the application of larval mosquito control agents in wetland and irrigated areas. This vehicle will also be utilized for herbicide and insecticide applications, fertilizer applications, snow removal and other general maintenance tasks. Vehicle will be licensed for use on public thoroughfares and must meet applicable safety standards for Wyoming street legal operation.

Trade In

Trade in will consist of one 2012 Polaris Sportsman Model 800 EFI ATV. This ATV is equipped with windshield, 3000 lb. winch, heated handle grips, thumb warmer, rear view mirror and 48 inch angle snow plow. Trade in vehicle may be seen at City of Laramie Recreation Center located at 920 Boulder Drive. Please call Keith Wardlaw at 721-5258 to schedule an appointment.

City Unit 797 - VIN 4XAMH76AXCA540786

Current mileage ≈ 4,150

Current Hours ≈ 650