



# PUBLIC WORKS DEPARTMENT

ENGINEERING • PLANNING • ROAD & BRIDGE • BUILDING OFFICIAL

April 3<sup>rd</sup>, 2017

RE: Request for proposal:

To Whom It May Concern:

Enclosed is a Request for Proposal for the supply and delivery of dust suppressant product to Sheridan County for the 2017 season.

Use the attached bid schedule for submitting a proposal. Optional products will not be considered. Proposals shall be submitted in a sealed envelope marked with;

## **Sealed Proposal**

**Project: Sheridan County 2017 Dust Suppressant Project**

**Name and address of Company submitting the proposal**

If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation **“PROPOSAL ENCLOSED”**.

Address for mailing

Sheridan County Public Works  
Attn: Pete Husman  
224 S. Main St. Suite 428  
Sheridan, WY 82801

**Proposal deadline is 3:30 p.m. on April 19<sup>th</sup>, 2017.** At that time proposals will be publically opened and read aloud. Proposals delivered after that time and date will not be considered.

Sheridan County reserves the right to reject any and all proposals, and to waive irregularities and informalities in the evaluation process. If you have questions or need additional information, please contact this office.

Thank you,

Pete Husman  
Road and Bridge Program Manager



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## Request for Proposal – Dust Suppressant Project 2017:

### Scope of WORK:

Supply and Deliver liquid dust suppressant consisting of magnesium chloride to four (4) storage sites located within Sheridan County, Wyoming. Estimated total quantity of liquid product is 1804 tons. The site location, site capacity, and quantity for delivered product are listed in the following table and depicted on attached Site Location Map;

Site	Location	Site Capacity Gal. (Tons)	Quantity Gal. (Tons)
#1	Sheridan County Road & Bridge Shop 48 Short Road, Sheridan, Wyoming.	45,140 (244)	90000 (487)
#2	WYDOT Maintenance Yard, US Hwy 14/16 Milepost 54.5. Intersection of Hwy 14/16 and State Hwy 341.	30,000 (162)	75587 (392)
#3	Ranchester WYDOT yard - exit 9 Interstate 90	30,000 (162)	125065 (676)
#4	Intersection of Lower Prairie Dog Road (CR 1211) and Beatty Gulch Road (CR 1231)	30,000 (162)	43160 (233)
		<b>Total Gallons:</b>	<b>333812</b>
		<b>Estimated Tons:</b>	<b>1804</b>

### WORK Requirements:



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1. All products will be tested for quality assurance. Magnesium Chloride testing less than 28% chloride concentrate will be rejected at no cost to the County. Magnesium Chloride (28% minimum concentrate) should have no more than 4.3% Sulfates and 5% Nitrates as tested in accordance with ASTM E449. Product certification documentation shall be supplied to the County.
2. **Delivery to Sheridan County provided storage sites shall be between May 1 to August 30, 2017.**
3. The Sheridan County Road & Bridge Program Manager and/or his representative shall coordinate all orders for delivery. A schedule indicating site and product delivery rate required will be provided to the contractor. A minimum of 72-hours notice will be given to the Contractor for schedule changes.
4. Request for deliveries shall be fulfilled within 72-hours.
5. A \$500.00 per 24 hours liquidated damage assessment will be charged for every 24 hours that expires after 72-hours notice until product is delivered.
6. A Bill of Lading clearly indicating the tare and gross weights shall accompany all deliveries and copies presented to the County representative or placed in receptacles provided by the County at site location. All weights shall be determined from a certified scale.
7. Invoices shall be mailed or delivered to:  
  
Sheridan County Road & Bridge  
  
Attn: Connie Bennick  
  
48 Short Road  
  
Sheridan, WY 82801  
  
\* e-mail – [cbennick@sheridancounty.com](mailto:cbennick@sheridancounty.com)
8. The County shall be in receipt of invoices for delivered product within 14 calendar days of the date of delivery. Invoices received and approved on or before the 20<sup>th</sup> of the month will be paid the following month.
9. The contractor will be required to enter into an agreement with Sheridan County for this work. Attached to this proposal is a draft Agreement.



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## BID PROPOSAL – SHERIDAN COUNTY DUST SUPPRESSANT PROJECT 2017

Item Description	Unit	Quantity	Unit Price	Extended Price
<i>Liquid Dust Suppressant (MgCL)</i> Supply & Delivery to Sheridan County at four (4) locations.	Tons	1804		

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City & State

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## **AGREEMENT WITH (CONTRACTOR) FOR DUST SUPPRESSANT PROJECT 2017**



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## 1. PARTIES

The parties to this Agreement are The County of Sheridan, a political subdivision of the State of Wyoming, (hereinafter "County") and \_\_\_\_\_ whose address is (address), (hereinafter "Contractor").

## 2. PURPOSE

This agreement is for the delivery of 1804 tons of Dust Suppressant (Magnesium Chloride) to the County storage facilities located at four (4) sites as indicated on the attached submitted Request For Proposal (RFP) therein made part of this Agreement.

## 3. TERM

This Agreement is for a term of 4 months commencing May 1, 2017 and ending August 30<sup>th</sup>, 2017 unless sooner terminated in accordance with the provisions herein.

## 4. PRICE & PAYMENT

Unit price for Dust Suppressant (Magnesium Chloride) supplied and delivered to County storage facilities for the unit price **\$XXXX per ton**.

Invoices received and verified on or before the 20<sup>th</sup> of the month will be paid the following month.

All quantities are estimates. Measured and verified quantities will be paid at the unit price.

## 5. RESPONSIBILITIES OF CONTRACTOR

The RFP for the WORK is attached and made a part of this agreement. The RFP defines the CONTRACTOR's obligations.

## 6. RESPONSIBILITIES OF COUNTY

The RFP for the WORK is attached and made a part of this agreement. The RFP defines the COUNTY's obligations.

## 7. TERMINATION

a. This Agreement may be terminated:

- i. by either party at any time if the other party breaches this Agreement; or
- ii. upon mutual written agreement by the parties.

## 8. GENERAL PROVISIONS

- a. AGREEMENT CONSTRUCTION. This Agreement has been negotiated between the parties and no preference shall be given to any party should the construction of any term of this Agreement be required by a Court.
- b. AMENDMENTS. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- c. AMERICANS WITH DISABILITIES ACT (ADA). The parties shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.



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- d. APPLICABLE LAW/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 this Agreement and the parties, and the venue shall be the Fourth Judicial District, Sheridan County, Wyoming.
- e. ASSIGNMENT/AGREEMENT NOT USED AS COLLATERAL. Neither party shall assign or otherwise transfer this Agreement nor delegate any of the rights or duties set forth in this Agreement without the prior written consent of the other party. Contractor shall not use this Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of County.
- f. ATTORNEY'S FEES. In the event this Agreement is placed in the hands of an attorney for enforcement of this Agreement, Contractor shall pay County reasonable attorney's fees for services rendered to County in that regard.
- g. AVAILABILITY OF FUNDS. The obligations of the parties are conditioned upon the availability of funds appropriated or allocated for use under this Agreement from any governmental source. If funds are not allocated and available as needed for the parties to perform this Agreement, the Agreement may be terminated at the end of the period for which funds, if any, are available. Each party shall notify the other party at the earliest possible time if the Agreement will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or damages as a result of termination under this section. This provision shall not be construed to permit either party to terminate this Agreement in order to engage in a similar agreement with another party.
- h. BUSINESS ASSOCIATE. If under the Health Insurance Portability and Accountability Act, Contractor is a "business associate" Contractor shall appropriately safeguard any protected health information.
- i. COMPLIANCE WITH LAWS. Contractor shall comply with all applicable municipal, state, and federal ordinances, laws, rules, and regulations as they are now or as they are enacted, and shall not engage in any practice which may have the effect of discriminating against any entity on the basis of disability, age, sex, race, creed, color, national origin, ancestry, or religion.
- j. EFFECT OF TERMINATION. All covenants of this Agreement that should, by their nature, survive the termination of this Agreement shall so survive.
- k. ENTIRE AGREEMENT. This 4 page document including the attached REQUEST FOR PROPOSAL Dust Suppressant Project 2017 constitutes the entire agreement of the parties, superseding all previous agreement between the parties.



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- l. ETHICS. Contractor shall keep informed and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement and any and all ethical standards governing Contractor's profession.
- m. FORCE MAJEURE. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to acts of the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- n. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.
- o. INDEMNIFICATION. Contractor shall indemnify, defend, and hold harmless County and its officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability of any nature whatsoever arising from or in connection with the negligent performance of any duties or obligations by Contractor related in any way to this Agreement, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's malpractice.
- p. INDEPENDENCE OF AGREEMENT. Contractor is an independent contractor and nothing herein is intended, or should be construed as creating a relationship of partners, agency, representative, or employee/employer for any purpose.
- q. MONITOR ACTIVITIES. County shall have the right to monitor all Agreement related activities of the Contractor and the Contractor. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Contractor and Contractor personnel in every phase of performance of contract related work.
- r. NO THIRD PARTY BENEFICIARY INTENDED. This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.
- s. NONWAIVER. Any waiver by County of any breach of any covenant herein to be kept and performed by Contractor shall not be deemed as a continuing waiver and shall not operate to prevent County from declaring a forfeiture for any succeeding breach, either of the same or other covenant.
- t. NOTICES. All notices arising out of the provisions of this Agreement shall be in writing and given to the parties at the addresses provided in this Agreement, either by regular mail, facsimile, e-mail, or delivery in person.
- u. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.



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- v. **SEVERABILITY.** If any provision of this Agreement is determined by a Court of competent jurisdiction to be unenforceable, that portion shall not affect the enforceability of the remaining provisions of this Agreement.
- w. **TAXES.** Contractor shall pay all taxes and other such amounts required by federal, state and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

## 9. SIGNATURES

By signing below, the parties agree to the above-terms. Additionally, any person signing certifies he or she has the authority to bind his or her respective party to this Agreement.

The effective date of this Agreement is the date of the signature last affixed to this page.

**SHERIDAN COUNTY PUBLIC WORKS,  
SHERIDAN COUNTY WYOMING**  
224 S. Main Street, Suite 428  
Sheridan, Wyoming 82801

**CONTRACTOR  
ADDRESS  
ADDRESS**

\_\_\_\_\_  
Ken Muller, County Engineer      Date

BY: \_\_\_\_\_  
Contractor                                      Date

\_\_\_\_\_  
ATTEST:                                      Date

ATTEST: \_\_\_\_\_  
Date

Attachment: Proposal submitted for Dust Suppressant Project 2017