

**AGREEMENT TO PROVIDE THE PURCHASE OF A 2023 SINGLE DRUM
VIBRATORY ROLLER**

between

**LARAMIE COUNTY, WYOMING and HONNEN EQUIPMENT COMPANY OF
WYOMING, INC.**

This Agreement is made and entered into by and between Laramie County, Wyoming, 310 W. 19th Street, Suite 300, Cheyenne, Wyoming, 82001 ("COUNTY") and Honnen Equipment Company of Wyoming Inc., located at 7808 Hutchins Drive, Cheyenne, WY, 82007 ("CONTRACTOR").

I. PURPOSE

The CONTRACTOR is to provide the purchase of a 2023 Single Drum Vibratory Roller, as requested in the RFB issued by the Laramie County Public Works Department.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement, and shall remain in force until the project is completed by CONTRACTOR and accepted by COUNTY as set forth in the Agreement.

III. PAYMENT

COUNTY shall pay CONTRACTOR for services upon receipt of the CONTRACTOR'S invoice to the COUNTY as detailed in the RFB attached hereto as Exhibit A, which is fully incorporated herein. The total payment to CONTRACTOR under this Agreement shall not exceed \$164,404.72 (bid amount), unless negotiated by both parties in writing. Payment will be made to CONTRACTOR for materials upon invoice. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended). This project is being paid for with Federal ARPA Funds (ALN #21.027).

IV. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall provide a HAMM H10i 84" Single Smooth Drum Dirt Compactor Cab H284.0792 John Deere with an extended warranty as specified in the bid attached hereto as Exhibit B.
- B. CONTRACTOR shall work closely with COUNTY in coordinating the purchase and delivery, CONTRACTOR will work with COUNTY as needed in accordance with such individuals or curriers as deemed appropriate by COUNTY.
- C. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of

the CONTRACTOR, which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions.

V. GENERAL PROVISIONS

A. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

B. Entire Agreement: This Agreement (5 pages), and the attached RFB (13 pages) and the attached Proposal (19 pages) represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

C. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

D. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

E. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

F. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

G. Contingencies: CONTRACTOR certifies and warrants no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

H. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

I. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

J. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/ Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, 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 Agreement.

K. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

L. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

M. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity, which would constitute a conflict of interest relative to this Agreement.

N. Force Majeure: Neither party shall be liable to perform under this 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.

O. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services, which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to

COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

P. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

Q. Compliance with Law: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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**AGREEMENT TO PROVIDE THE PURCHASE OF A 2023 SINGLE DRUM
VIBRATORY ROLLER**
between
**LARAMIE COUNTY, WYOMING and HONNEN EQUIPMENT COMPANY OF
WYOMING, INC.**

By: _____ Date _____
Chairman Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: HONNEN EQUIPMENT COMPANY OF WYOMING, INC

By: Rich Smith Date 10/27/23
Name: Rich Smith
Title: Territory Sales Manager

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature] Date 10/27/23
Laramie County Attorney's Office

REQUEST FOR BIDS
Laramie County Public Works
New or Used Single Drum Vibratory Roller
Closing Date: October 18, 2023

Purpose of Request for Bids (RFB)

Laramie County is soliciting competitive bids for qualified vendors who can provide one (1) new or used Single Drum Vibratory Roller to 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 or used Single Drum Vibratory Roller.

2.0 Scope of Services

Specifications for Bid

The winning bidder must be registered with sam.gov

Estimated date of delivery: _____

General

- Model year 2018 or newer
 - Specify Model Year: _____
- Not to exceed 1,500 hours
 - Meets specifications: Yes No
- Diesel powered engine (130-160 horsepower) (Describe engine under bid proposal)
Bid proposal: _____
- Smooth drum (80-inch-wide min) (dual drum scrapers)
 - Meets specifications: Yes No
- Vibratory frequency (1600-2200 VPM)
 - Meets specifications: Yes No
- Articulated steering
 - Meets specifications: Yes No
- Hydrostatic drive (both drum and wheels)
 - Meets specifications: Yes No
- Enclosed cab (FOPS/ROPS)
 - Meets specifications: Yes No
- Working lights (LED) (front/rear)
 - Meets specifications: Yes No
- Cab heater, A/C
 - Meets specifications: Yes No

- Seat belt (High-Vis)
 - Meets specifications: Yes No
- Air ride seat
 - Meets specifications: Yes No
- AM/FM Radio (Bluetooth)
 - Meets specifications: Yes No
- Operating weight (23,000 pounds min)
 - Meets specifications: Yes No
- All terrain tires
 - Meets specifications: Yes No
- Battery disconnect switch
 - Meets specifications: Yes No
- Diff lock
 - Meets specifications: Yes No
- Back-up alarm
 - Meets specifications: Yes No
- Back-up camera
 - Meets specifications: Yes No
- LED strobe light
 - Meets specifications: Yes No

Attachments

- Pad foot segment kit (with scrapers)
 - Meets specifications: Yes No
- Leveling blade (optional)
 - 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 each piece of shop tooling, a qualified representative shall instruct County Operators and Mechanics in the proper operation, servicing, lubrication, adjustments, and preventative maintenance of the equipment.

Vendor will provide, in letter form only, type of warranty supplied on quoted machine. The letter shall include type of service provided, guarantee of parts, and cost of service during warranty period. Vendor may also provide any other material which they feels 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 bidder to provide superior warranty and service may be used to determine 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 October 18, 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 pre bid meeting will be held. Each respondent shall contact John Poelma 307-633-4690 or 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 October 18, 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) "**Single Drum Vibratory Roller.**"

Submit questions to:

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

John.Poelma@laramiecountwy.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.laramiecountwy.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) 633-4690

The undersigned hereby declares that [firm name] _____

have carefully examined the specifications to furnish: **One (1) new or used Single Drum Vibratory Roller** for which bids were advertised to be received **no later than 2:00 PM, MST, October 18, 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# _____

Bid Tabulation- Public Works Vibrating Roller Compactor
Wednesday October 18, 2023 at 2:15pm

<u>Bidder</u>	<u>Sam.gov Registration</u>	<u>Experience</u>	<u>Meets Specifications</u>	<u>Schedule</u>	<u>Past Performance</u>	<u>Insurance and Bond</u>	<u>Bid Price</u>
Cate Equipment Bid Option #1	Yes, Expires 3/1/24	Yes	Yes, 23/24 Dynapac CA 3500D	February- March 2024	County has not worked with vendor before.	NA	\$213,500.00
Cate Equipment Bid Option #2	Yes, Expires 3/1/24	Yes	Yes, 23/24 Dynapac CA 2500D	Jan-24	County has not worked with vendor before.	NA	\$194,400.00
Honnen Equipment Company	Yes, Expires 3/29/24	Yes	HAMM H10i 84" Single Smooth Drum No high-vis seatbelts, no air ride seats, no all terrain tires, no diff lock, no backup camera, no leveling blade	In Stock-2 weeks from order	Good	NA	\$164,404.72
Wyoming Machinery Company Bid Option #1	Yes, Expires 12/28/23	Yes	2023CS56B New, does not meet specs on vibratory frequency, does not have LED lights, does not have high vis seatbelts, no diff lock and no pad foot segment kit	20 days out	Good	NA	\$245,265.00

Bid Tabulation- Public Works Vibrating Roller Compactor
Wednesday October 18, 2023 at 2:15pm

Wyoming Machinery Company Bid Option #2	Yes, Expires 12/28/24	Yes	Used 2022 CS56B Current hours 900. Does not meet vibratory frequency, no LED lights, no high vis seatbelt, no diff lock and no pad foot segment kit	60 days out	Good	NA	\$174,095.00
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original

REQUEST FOR BIDS
Laramie County Public Works
New or Used Single Drum Vibratory Roller
Closing Date: October 18, 2023

Purpose of Request for Bids (RFB)

Laramie County is soliciting competitive bids for qualified vendors who can provide one (1) new or used Single Drum Vibratory Roller to 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 or used Single Drum Vibratory Roller.

2.0 Scope of Services

Specifications for Bid

The winning bidder must be registered with sam.gov

Estimated date of delivery: 1 n S t o c k-D e l i v e r y t w o w e e k s f r o m o r d e r

General

- Model year 2018 or newer
 - Specify Model Year: 2023
- Not to exceed 1,500 hours
 - Meets specifications: Yes No
- Diesel powered engine (130-160 horsepower) (Describe engine under bid proposal)
 - Bid proposal: 113.9 Horsepower
- Smooth drum (80-inch-wide min) (dual drum scrapers)
 - Meets specifications: Yes No
- Vibratory frequency (1600-2200 VPM)
 - Meets specifications: Yes No
- Articulated steering
 - Meets specifications: Yes No
- Hydrostatic drive (both drum and wheels)
 - Meets specifications: Yes No
- Enclosed cab (FOPS/ROPS)
 - Meets specifications: Yes No
- Working lights (LED) (front/rear)
 - Meets specifications: Yes No
- Cab heater, A/C
 - Meets specifications: Yes No
- Seat belt (High-Vis)
 - Meets specifications: Yes No Black in Color

- Air ride seat
 - Meets specifications: Yes ☒ No Mechanical Suspension
- AM/FM Radio (Bluetooth)
 - Meets specifications: ☒ Yes No
- Operating weight (23,000 pounds min)
 - Meets specifications: ☒ Yes No
- All terrain tires
 - Meets specifications: Yes ☒ No Turf Tires for Smooth Drum
- Battery disconnect switch
 - Meets specifications: ☒ Yes No
- Diff lock
 - Meets specifications: Yes ☒ No Limited Slip Differential
- Back-up alarm
 - Meets specifications: ☒ Yes No
- Back-up camera
 - Meets specifications: Yes ☒ No Not Equipped
- LED strobe light
 - Meets specifications: ☒ Yes No

Attachments

- Pad foot segment kit (with scrapers)
 - Meets specifications: ☒ Yes No
- Leveling blade (optional)
 - Meets specifications: Yes ☒ No Not Equipped

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 each piece of shop tooling, a qualified representative shall instruct County Operators and Mechanics in the proper operation, servicing, lubrication, adjustments, and preventative maintenance of the equipment.

Vendor will provide, in letter form only, type of warranty supplied on quoted machine. The letter shall include type of service provided, guarantee of parts, and cost of service during warranty period. Vendor may also provide any other material which they feels 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 bidder to provide superior warranty and service may be used to determine 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 October 18, 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 pre bid meeting will be held. Each respondent shall contact John Poelma 307-633-4690 or john.poelma@laramiecountwy.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 October 18, 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) **"Single Drum Vibratory Roller."**

Submit questions to:

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

John.Poelma@laramiecountywv.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.laramiecountywv.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) 633-4690

The undersigned hereby declares that [firm name] Honnen Equipment Co of WY, Inc

have carefully examined the specifications to furnish: **One (1) new or used Single Drum Vibratory Roller** for which bids were advertised to be received **no later than 2:00 PM, MST, October 18, 2023** and further declare that [firm name]
Honnen Equipment Company of WY Inc will furnish the said work according to specifications.

Proposed Cost Total Estimated Cost for Project: \$ 164,404.72

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? X 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 Honnen Equipment Company of WY Inc

By Rich Smith (Print name)

Signature 

Address 7808 Hutchins Drive

City Cheyenne State WY ZIP 82007

Telephone (307)275-0488 Fax 307-316-9800

E-Mail Address: richsmith@honnen.com

DUNS# 13-323-4778

Quote Id: 29798661

Prepared For:
LARAMIE COUNTY PUBLIC WORKS



Prepared By: **SMITH RICH**

Honnen Equipment Co.
5055 E. 72nd Avenue
Commerce City, CO 80022

Tel: 303-287-7506
Mobile Phone: 307-275-0488
Fax: 303-288-2215
Email: richsmith@honnen.com

Date: 16 October 2023

Offer Expires: 31 October 2023

Confidential

Quote Summary

Prepared For:
LARAMIE COUNTY PUBLIC WORKS
13797 PRAIRIE CENTER CIR
CHEYENNE, WY 82009
Business: 307-633-4334
john.poelma@laramiecountywy.gov

Prepared By:
SMITH RICH
Honnen Equipment Co.
5055 E. 72nd Avenue
Commerce City, CO 80022
Phone: 303-287-7506
Mobile: 307-275-0488
richsmith@honnen.com

Quote Id: 29798661
Created On: 16 October 2023
Last Modified On: 16 October 2023
Expiration Date: 31 October 2023

Equipment Summary	Selling Price	Qty	Extended
HAMM H10i 84" SINGLE SMOOTH DRUM DIRT COMPACTOR CAB - H284.0792	\$ 160,637.72 X	1 =	\$ 160,637.72
John Deere Extended Warranty-EPG Premier 36/3000 T&M 250/3000	\$ 3,767.00 X	1 =	\$ 3,767.00
Sub Total			\$ 164,404.72
Equipment Total			\$ 164,404.72

Quote Summary

Equipment Total	\$ 164,404.72
SubTotal	\$ 164,404.72
Total	\$ 164,404.72
Balance Due	\$ 164,404.72

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 29798661

Customer: LARAMIE COUNTY PUBLIC WORKS

HAMM H10i 84" SINGLE SMOOTH DRUM DIRT COMPACTOR CAB - H284.0792

Hours: 95
Stock Number: 76796

Code	Description	Qty
A49978	HAMM H10i 84" SINGLE SMOOTH DRUM DIRT COMPACTOR CAB	1
Standard Options - Per Unit		
1702084	Standard color (RAL 2004 + RAL 7015)	1
2076768	Warning labels according to ANSI	1
2235494	1 set of wheels with multi-purpose tires	1
2262996	plastic scraper for smooth drum	1
2384210	Hydraulic oil	1
2384239	Back-up alarm, with volume adjustment	1
2471465	Steering column, with tiltable dashboard	1
2478472	Technical documentation – country-specific version for North America (US)	1
2478579	English spare parts and application documentation (EN)	1
2488591	Rotating seat adaptor	1
2490041	Lighting package as per road traffic regulations	1
2606839	Display of the units of measurement, US units	1
2627079	Version with CE conformity	1
2767152	ROPS cab with heating and air-conditioning system, FOPS-approved (level I)	1
2890811	Working lights on cabin, 4-fold, halogen	1
24885573	Driver seat, black imitation leather	1
H28401	H10i Compactor with smooth drum	1
H LAND_US	Country of operations United States	1
Dealer Attachments		
3065855	Padfoot Shells with Steel Scrapers	1
Service Agreements		
John Deere Extended Warranty - EPG Premier 36/3000 T&M 250/3000		

H 10i

Compactor with smooth drum

Compactors Series H / Series H284



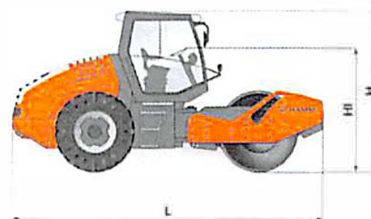
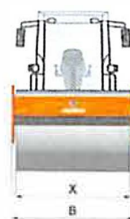
HIGHLIGHTS H

- > 3-point articulation for excellent traction and cross-country mobility
- > Operating concept Easy Drive
- > Electronic machine management Hammtronic
- > Excellent view of machine and construction site
- > High compaction performance due to linear load and big amplitudes













Machine dimensions

Total length (L)	mm • in	5960 • 234.6
Width (B)	mm • in	2284 • 89.9
Total height (H)	mm • in	3037 • 119.6
Drumwidth (X)	mm • in	2140 • 84.3
Height, loading, min. (Hl)	mm • in	2308 • 90.9



EU Stage
IV/EPA Tier
4

TECHNICAL DATA		Unit	H 10i
	Weights		
	Operating weight with cab	kg • lbs	10880 • 23,990
	Operating weight with ROPS	kg • lbs	10630 • 23,439
	Basic weight no cab, without ROPS	kg • lbs	10225 • 22,546
	Operating weight, max.	kg • lbs	13290 • 29,304
	Axle load, front/rear	kg • lbs	5890/4990 • 12,987/11,003
	Static linear load, front	kg/cm • lbs/in	27,5 • 154,0
	French classific., data/class		38,8/VM2
	Load per tire, rear	kg • lbs	2495 • 5,501
	Machine dimensions		
	Total length	mm • in	5960 • 234,6
	Total height with cab	mm • in	3037 • 119,6
	Total height with ROPS	mm • in	3077 • 121,1
	Height, loading, min.	mm • in	2308 • 90,9
	Wheelbase	mm • in	3149 • 124,0
	Total width with cab	mm • in	2284 • 89,9
	Max. working width	mm • in	2140 • 84,3
	Ground clearance, center	mm • in	427 • 16,8
	Curb clearance, left/right	mm • in	510/510 • 20,1/20,1
	Turning radius, inside	mm • in	3870 • 152,4
	Angle of driving slope, front/rear	°	55/30
	Drum dimensions		
	Drum width, front	mm • in	2140 • 84,3
	Drum diameter, front	mm • in	1504 • 59,2
	Drum thickness, front	mm • in	25 • 1,0
	Drum type, front		Smooth
	Wheel dimensions		
	Size of tires, rear		AW 23,1-26 12 PR
	Width over tires, rear	mm • in	2160 • 85,0
	Number of tires, rear		2
	Diesel engine		
	Manufacturer		DEUTZ
	Type		TCD 3,6 L4
	Number of cylinders		4
	Power rat. ISO 14396, kW/PS/rpm		85,0/115,6/2300
	Power rating SAE J1349, kW/HP/rpm		85,0/113,9/2300
	Emission standard		EU Stage IV/EPA Tier 4
	Exhaust gas after-treatment		DOC-SCR
	Drive		
	Speed, infinitely variable	km/h • mph	0-12,0 • 0,0-7,5
	Regulation, infinitely variable		Hammtronic
	Climbing ability, vibration on/off	%	54/59
	Vibration		
	Vibration frequency, front, I/II	Hz • vpm	30/36 • 1.800/2.160
	Amplitude, front, I/II	mm • in	2,04/0,84 • .080/.033
	Centrifugal force, front, I/II	kN • lbs	246/136 • 55,350/30,600
	Steering		
	Oscillation angle +/-	°	10
	Steering, type		Articulated steering
	Tank capacity/Fill capacity		
	Fuel tank, capacity	L • Gal	280 • 74,0
	AdBlue/DEF tank, content	L • Gal	32 • 8,5
	Sound level		
	Acoustic power LW(A), sticker	db(A)	105
	Acoustic power LW(A), measured	db(A)	102

EQUIPMENT

12 V outlets (double), 2 large working and rear view mirrors, 3-point articulation, Dashboard with displays, indicator lights and function key, Operating concept Easy Drive, ECO mode, Speed preselect, Hose protection on front vehicle, Vibration-isolated operator's platform, Automatic vibration system

OPTIONAL EQUIPMENT

Combination scraper for smooth drum and padfoot shells, Steering column with comfort exit and tiltable dashboard, Safety belt monitoring device, Auxiliary heater, Radio, HCQ navigator, Dashboard cover, Protective roof, Padfoot shell, Frequency regulation, Automatic engine-off function, Back-up alarm, Working light, Rotating beacon, Engine hood with electrical easy access engine cover release, Coming home lighting, Tool kit

WIRTGEN AMERICA

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www.hamm.eu



HAMM



October 16, 2023

Laramie County
13797 Prairie Center Cir
Cheyenne, WY 82009

Dear Laramie County,

Thank you for your interest in Hamm rollers. Honnen Equipment is currently supporting over 100 Hamm rollers in Colorado & Wyoming.

Honnen Equipment currently has just over \$100,000 in Hamm parts in stock. We also hold in our service department the Hamm electrical & hydraulic emergency kits that techs take with them on field service jobs or pull from in the shop. Wirtgen America in Nashville, TN is the North America parts distribution center for Hamm parts, and they currently stock a little over \$2,000,000 worth of Hamm parts and we can get anything from Nashville overnight if we order by 3pm MST.

With every Hamm rental or purchase the customer receives training on operation & daily maintenance from Joel Ehlers our paving specialist with 15 years of paving and mechanical experience. Joel has received advanced technical certificates on Vögele, Wirtgen, Hamm & Kleemann products. At Honnen Equipment we also have 3 shop Hamm factory trained technicians and 2 field technicians with 24 hours call out support including holidays & weekends.

When owning a Hamm roller every customer receives a free winter inspection and a 10% discount on parts during the winter inspection period. Each machine is personally inspected by Joel Ehlers and reviewed by a Hamm factory technician. We also offer a loaner machine when a customer is down for 24 hours or more with the customer responsible for hauling, fuel, DEF & cleaning of the loaner machine.

We hope the above information is of value to Laramie County and we invite you to visit any of our locations for a parts', service & inventory tour anytime. Attached are 3 References you may contact at any time.

Best regards,

Jon Asbury
Road Building/PCE Product Specialist CO/WY
Honnen Equipment Co.
5055 E. 72nd Avenue | Commerce City, CO 80022
O: 303-287-7506 | F: 303-288-2215 | C: 303-598-3852
jonasbury@honnen.com
www.honnen.com



 WIRTGEN  VÖGELE  HAMM  KLEEMANN

HONNEN EQUIPMENT CO

Unique Entity ID GKRJG4ZQHF8	CAGE / NCAGE 3RKR1	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Mar 29, 2024	
Physical Address 150 Salt Creek HWY Casper, Wyoming 82601-9247 United States	Mailing Address 5055 E 72ND AVE Commerce City, Colorado 80022-1513 United States	

Business Information

Doing Business as (blank)	Division Name Casper	Division Number 04
Congressional District Wyoming 00	State / Country of Incorporation Wyoming / United States	URL www.honnen.com

Registration Dates

Activation Date Apr 4, 2023	Submission Date Mar 30, 2023	Initial Registration Date Feb 25, 2004
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Entity Dates

Entity Start Date Jan 9, 2002	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
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Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 3RKR1

Points of Contact

Electronic Business

JENNY DOUGLASS, DIRECTOR OF FINANCE	5055 E 72ND AVE Commerce City, Colorado 80022 United States
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Government Business

KEVIN KRAUSCH, JOHN DEERE SALES MANAGER	5055 E 72ND AVE Commerce City, Colorado 80022 United States
JEFF EASTWOOD, WYOMING SALES MANAGER	150 Salt Creek Highway Mills, Wyoming 82644 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	423810	Construction And Mining (Except Oil Well) Machinery And Equipment Merchant Wholesalers
	333120	Construction Machinery Manufacturing
	532412	Construction, Mining, And Forestry Machinery And Equipment Rental And Leasing
	811310	Commercial And Industrial Machinery And Equipment (Except Automotive And Electronic) Repair And Maintenance

Product and Service Codes

PSC	PSC Name
3805	Earth Moving And Excavating Equipment
3820	Mining, Rock Drilling, Earth Boring, And Related Equipment
3895	Miscellaneous Construction Equipment
J024	Maintenance, Repair, And Rebuilding Of Equipment- Tractors
J037	Maintenance, Repair, And Rebuilding Of Equipment- Agricultural Machinery And Equipment
J038	Maintenance, Repair, And Rebuilding Of Equipment- Construction, Mining, Excavating, And Highway Maintenance Equipment

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States	Counties	Metropolitan Statistical Areas
Colorado	(blank)	(blank)