

**AGREEMENT TO PROVIDE THE PURCHASE OF TWO NEW 3-POINT MOUNTED  
GRAVEL RECLAIMERS**

**between**

**LARAMIE COUNTY, WYOMING and WYOMING MACHINERY COMPANY.**

This Agreement is made and entered into by and between Laramie County, Wyoming, 310 W. 19th Street, Suite 300, Cheyenne, Wyoming, 82001 ("COUNTY") and Wyoming Machinery Company located at 5300 W. Old Yellowstone Hwy, Casper, WY 82604 ("CONTRACTOR").

**I. PURPOSE**

The CONTRACTOR is to provide the purchase of two new 3-point mounted gravel reclaimers, 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 \$27,730.00 (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 two new retrievers with tractor mount with stabilizing wheel as specified in the bid attached hereto as Exhibit B with highlighted options.
- 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 (12 pages) and the attached Proposal (6 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 TWO NEW 3 POINT MOUNTED  
GRAVEL RECLAIMERS**

**between**

**LARAMIE COUNTY, WYOMING and WYOMING MACHINERY COMPANY.**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Chairman Laramie County Commissioners

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Debra Lee, Laramie County Clerk

**CONTRACTOR: WYOMING MACHINERY COMPANY**

By: \_\_\_\_\_ Date 09/25/2023  
Name: Jeff Baynard  
Title: Territory Sales Representative

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

**REVIEWED AND APPROVED AS TO FORM ONLY:**

By: \_\_\_\_\_ Date 9/27/23  
Laramie County Attorney's Office



# WYOMING MACHINERY CO

Unique Entity ID <b>DN2KHNL55FU4</b>	CAGE / NCAGE <b>3MER1</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Dec 28, 2023</b>	
Physical Address <b>5300 Old Yellowstone HWY Casper, Wyoming 82604-1954 United States</b>	Mailing Address <b>PO Box 2335 Casper, Wyoming 82602-1954 United States</b>	

## Business Information

Doing Business as <b>DRAGLINE SERVICE SPECIALTIES</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Wyoming 00</b>	State / Country of Incorporation <b>Wyoming / United States</b>	URL <b>www.wyomingcat.com</b>

## Registration Dates

Activation Date <b>Dec 30, 2022</b>	Submission Date <b>Dec 28, 2022</b>	Initial Registration Date <b>Nov 21, 2003</b>
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## Entity Dates

Entity Start Date <b>Sep 9, 1969</b>	Fiscal Year End Close Date <b>Dec 31</b>
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## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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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 <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>(blank)</b>
Profit Structure <b>For Profit Organization</b>		

## Socio-Economic Types

Check the registrant's Repts & 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
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EFT Indicator 0000	CAGE Code 3MER1
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EFT Indicator 2335	CAGE Code 4UU84
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## Points of Contact

### Electronic Business

🔗 MATT BEARDSLEY	P.O. Box 2335 Casper, Wyoming 82602 United States
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### Government Business

🔗 Michelle Thompson, Credit Manager	5300 West Old Yellowstone HWY Casper, Wyoming 82604 United States
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## Service Classifications

### NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	532412	Construction, Mining, And Forestry Machinery And Equipment Rental And Leasing
	423810	Construction And Mining (Except Oil Well) Machinery And Equipment Merchant Wholesalers
	423830	Industrial Machinery And Equipment Merchant Wholesalers
	811310	Commercial And Industrial Machinery And Equipment (Except Automotive And Electronic) Repair And Maintenance

## Product and Service Codes

PSC	PSC Name
3820	Mining, Rock Drilling, Earth Boring, And Related Equipment
H138	Quality Control- Construction, Mining, Excavating, And Highway Maintenance Equipment
H238	Equipment And Materials Testing- Construction, Mining, Excavating, And Highway Maintenance Equipment
Z2PA	Repair Or Alteration Of Recreation Facilities (Non-Building)

## Disaster Response

This entity does not appear in the disaster response registry.



**REQUEST FOR BIDS**  
**Laramie County Public Works**  
**Two (2) new 3-Point Mounted Gravel Reclaimers**  
**Closing Date: September 7, 2023**

**Purpose of Request for Bids (RFB)**

**Laramie County is soliciting competitive bids for qualified vendors who can provide Two (2) new 3-Point Mounted Gravel Reclaimers for 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 two (2) new 3-point mounted Gravel Reclaimers.

## **2.0 Scope of Services**

### **Specifications for Bid**

*The winning bidder must be registered with [sam.gov](http://sam.gov)*

**Estimated date of delivery:** \_\_\_\_\_

### **General**

- Category II 3-point tractor hitch
  - Meets specifications: Yes No
- Floats independently from tractor
  - Meets specifications: Yes No
- 22-Inch disc blades
  - Meets specifications: Yes No
- 1,300 Pounds minimum
  - Meets specifications: Yes No
- Hydraulic top link
  - 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, if applicable
  - Meets specifications: Yes No

## **Warranty and Training**

### **TRAINING AND DIAGNOSTICS:**

With delivery of the 3-point mounted Gravel Reclaimer, 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 equipment. 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 equipment 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 equipment 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 **12:00 PM, MST, on September 7, 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**

We will not have a pre bid meeting; each respondent shall contact John Poelma, Public Works Assistant Director at 307-633-4690 or [john.poelma@laramiecountywy.gov](mailto: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 **September 7, 2023, at 12:15 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) "**3-Point Mounted Gravel Reclaimers.**"

Submit questions to:

John Poelma  
Assistant Director  
Public Works  
(307) 633-4302

[John.Poelma@laramiecountywy.gov](mailto:John.Poelma@laramiecountywy.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.laramiecountywy.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) 633-4302

The undersigned hereby declares that *[firm name]* \_\_\_\_\_

\_\_\_\_\_ have carefully examined the specifications to furnish: **Two (2) new 3-Point Mounted Gravel Reclaimers** for which bids were advertised to be received **no later than 12:00 PM, MST, September 7, 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# \_\_\_\_\_

**CUSTOMER COPY**

**6.0 BID FORM (Attachment)**

TO: John Poelma  
13797 Prairie Center Circle  
Cheyenne, WY 82009  
(307) 633-4302

The undersigned hereby declares that [*firm name*] Wyoming Machinery Company

have carefully examined the specifications to furnish: **Two (2) new 3-Point Mounted Gravel Reclaimer(s)** for which bids were advertised to be received **no later than 12:00 PM, MST, September 7, 2023** and further declare that [*firm name*]

Wyoming Machinery Company will furnish the said work according to specifications.

Proposed Cost Total Estimated Cost for Project: **\$ 27,730.00**

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 Wyoming Machinery Company

By Jeff Baynard (Print name)

Signature 

Address 5300 W Old Yellowstone Hwy

City Casper State WY ZIP 82007

Telephone (307) 631-9066 Fax (307) 633-2525

E-Mail Address: JRBaynard@wyomingcat.com

DUNS# 04128227

## 1.0 Purpose & Overview

Laramie County Public Works is soliciting competitive, sealed bids from qualified vendors to provide two (2) new 3-point mounted Gravel Reclaimer(s).

## 2.0 Scope of Services

### Specifications for Bid

*The winning bidder must be registered with [sam.gov](http://sam.gov)*

Estimated date of delivery: 30 days after order is placed.

### General

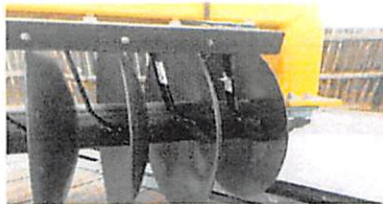
- Category II 3-point tractor hitch
  - Meets specifications:  Yes No **3 pt. mount, uses 2 lower points for pulling carrying frame.**
- Floats independently from tractor
  - Meets specifications:  Yes No **Designed to allow disc gang to float independently from carrying frame.**
- 22-Inch disc blades
  - Meets specifications: Yes  No **(11) 24" steel discs and (1) 22" steel disc.**
- 1,300 Pounds minimum
  - Meets specifications:  Yes No **2,000 lbs**
- Hydraulic top link
  - 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, if applicable
  - Meets specifications: Yes  No

### Options:

Scraper Bar: + \$1,100.00  
\*Each





230051-01

Aug 17, 2023

LARAMIE COUNTY PUBLIC WORKS  
13797 PRAIRIE CENTER CIRCLE  
CHEYENNE, Wyoming 82009

Attention: JOHN POELMA



Thank you for this opportunity to quote this Caterpillar product for your business needs. We are pleased to quote the following for your purchase consideration.

Two (2) New RETRIEVERS – with TRACTOR MOUNT W/ STABILIZING WHEEL Work Tools with all standard equipment in addition to the additional specifications listed below:

**MACHINE SPECIFICATIONS**

RETRIEVER - TRACTOR MOUNT W/ STABILIZING WHEEL

SELL PRICE **\$27,730.00**

**OPTIONS:**

Other Components		
SCRAPER SYSTEM	1	<b>\$1,120.00</b>

Thank you for allowing us at Wyoming Machinery Company to serve your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jeff Baynard  
Machine Sales Representative  
Wyoming Machinery Company  
JRBaynard@wyomingcat.com

## Tractor- mount Retriever



- 5" X 5" steel box tubing frame (5/16")
- 2 ¼ #1045 gang shaft
- Eleven (11) 24" Boron steel discs
- One (1) 22" Boron steel disc
- 6" spacing between the discs
- Two (2) 4 bolt pillow block Timken dual raced tapered roller bearings
- Rear carrying wheel with swivel brake
- 3 pt. mount, uses 2 lower points for pulling carrying frame
- Operates at an angle of 25 degrees from direction of travel
- Designed to allow disc gang to float independently from carrying frame
- Weight: 2000lb





227253-01

August 17, 2023

LARAMIE COUNTY PUBLIC WORKS  
13797 PRAIRIE CENTER CIRCLE  
CHEYENNE, Wyoming 82009

**WARRANTY INCLUDED ON RETRIEVER SALES QUOTE:**

**LIMITED WARRANTY**

Each machine manufactured by Retriever LLC is warranted against defects in material and workmanship as outlined below if the unit is used in a normal and reasonable manner. This limited warranty is applicable only to the original user- purchaser (as measured from the date of delivery) and is non- transferable.

**WARRANTY ON ALL PARTS AS FOLLOWS: YEARS**

- 1. Frame from twisting, warping or cracking. ....3
- 2. All disc spools, any failure. ....3
- 3. 2 ¼ No. 1045 gang shaft ..... 3
- 4. Axle and holding brackets (wheel). ....1
- 5. All gang and wheel bearings. ....1
- 6. Depth control wheel (see note). ....1
- 7. All chains. .... 1
- 8. Hydraulic Ram. .... 1

**NOTE:** If excessive wear occurs on one side of the wheel, which indicates the wheel has not been run straight, this warranty on the depth control wheel does not apply.

**Warranty does not cover damage caused by negligence or collision.**

TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This warranty is also in lieu of all other obligations or liabilities on the part of Retriever LLC, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller. Retriever LLC makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of Retriever LLC in connection with the sale, servicing or repair of any machine manufactured by the Company.

Retriever LLC reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

**PROCEDURE TO CLAIM WARRANTY:**

- 1. Contact RETRIEVER LLC @ 1-800-663-3179 for warranty or replacement parts.
- 2. Defective part must be returned to validate warranty.

**Thank you for allowing us at Wyoming Machinery Company to serve your business needs. If there are any questions, please do not hesitate to contact me.**

**Sincerely,**

**Jeff Baynard  
Machine Sales Representative  
Wyoming Machinery Company  
JRBaynard@wyomingcat.com  
(307) 631-8086**

## Respondent's Profile

low bid packet

At 21st Century Equipment, we know you need a partner that can deliver the expertise and offerings to empower your success every day. That's why we provide the leading resources, innovative technologies, data-driven strategies, products and services to best support your evolving needs. With 16 locations and over 350 team members, our family is always here for you—developing solutions, delivering success.



**REQUEST FOR BIDS**  
**Laramie County Public Works**  
**Two (2) new 3-Point Mounted Gravel Reclaimers**  
**Closing Date: September 7, 2023**

**Purpose of Request for Bids (RFB)**

Laramie County is soliciting competitive bids for qualified vendors who can provide Two (2) new 3-Point Mounted Gravel Reclaimers for 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**

COPY

Laramie County Public Works is soliciting competitive, sealed bids from qualified vendors to provide two (2) new 3-point mounted Gravel Reclaimers.

## 2.0 Scope of Services

### Specifications for Bid

*The winning bidder must be registered with [sam.gov](http://sam.gov)*

Estimated date of delivery: January 1<sup>st</sup> 2024

#### General

- Category II 3-point tractor hitch
  - Meets specifications:  Yes  No
- Floats independently from tractor
  - Meets specifications:  Yes  No
- 22-Inch disc blades
  - Meets specifications:  Yes  No
- 1,300 Pounds minimum
  - Meets specifications:  Yes  No
- Hydraulic top link
  - 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, if applicable
  - Meets specifications: Yes  No

N/A

#### Warranty and Training

TRAINING AND DIAGNOSTICS:

With delivery of the 3-point mounted Gravel Reclaimer, 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 equipment. 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 equipment 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 equipment 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 12:00 PM, MST, on September 7, 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**

We will not have a pre bid meeting; each respondent shall contact John Poelma, Public Works Assistant Director at 307-633-4690 or [john.poelma@laramiecountwy.gov](mailto: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 September 7, 2023, at 12:15 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) "3-Point Mounted Gravel Reclaimers."

Submit questions to:

John Poelma  
Assistant Director  
Public Works  
(307) 633-4302  
[John.Poelma@laramiecountywy.gov](mailto:John.Poelma@laramiecountywy.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.laramiecountywy.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) 633-4302

The undersigned hereby declares that [firm name] 21<sup>st</sup> century  
Equipment

have carefully examined the specifications to furnish: **Two (2) new 3-Point Mounted Gravel Reclaimers** for which bids were advertised to be received **no later than 12:00 PM, MST, September 7, 2023** and further declare that [firm name] 21<sup>st</sup> Century Equipment will furnish the said work according to specifications.

Proposed Cost Total Estimated Cost for Project: \$ 18,800

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 21<sup>st</sup> century Equipment

By Adam J Rokusek (Print name)

Signature [Signature]

Address 7917 Hutchins Drive

City Cheyenne State WY ZIP 82007

Telephone 307-638-8669 Fax \_\_\_\_\_

E-Mail Address: arokusek@21stcenturyequip.com

DUNS# A39FLZ782NU1



## References

1. **City of Cheyenne Cemetery District**  
**Contact: Nathan Chapman (Cemetery Manager)**  
**Ph: 307-637-6402**  
**2501 Seymour Ave.**  
**Cheyenne, WY 82001**
2. **Laramie County Fire District**  
**Contact: Dave Hanjosten (Assistant Fire Chief)**  
**Ph: 307-262-8177**  
**207 E Allison Rd.**  
**Cheyenne, WY 82007**
3. **Green Lawn and Tree Care**  
**Contact: Danny Reisdorfer (Owner)**  
**Ph: 307-630-6791**  
**2651 Ford Rd**  
**Cheyenne, WY 82009**



**JOHN DEERE**

**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:**  
Adam Rokusek  
21st Century Equipment, LLC  
7917 Hutchins Drive  
Cheyenne, WY 82007  
Phone: 719-767-5605  
arokusek@21stcenturyequip.com

Thank you for the opportunity to earn your business. We strive to live up to our Motto "Developing Solutions, Delivering Success"  
"Due to ongoing global supply and labor issues affecting John Deere, the manufacturer build date could impact pricing on the New John Deere equipment on this Purchase Order. 21st Century Equipment will contact the customer within 5 days of receiving a confirmed build slot, IF that build date creates a change in pricing. At that point, the customer will be given an opportunity to confirm the order or cancel the order without penalty.

**Quote Id:** 29559771  
**Created On:** 06 September 2023  
**Last Modified On:** 06 September 2023  
**Expiration Date:** 30 September 2023

Customer Initial \_\_\_\_\_ Dealer Initial \_\_\_\_\_

Equipment Summary	Selling Price	Qty	Extended
2024 Diamond All-American Gravel Reclaimer	\$ 8,750.00 X	2 =	\$ 17,500.00
2024 Diamond Freight	\$ 650.00 X	2 =	\$ 1,300.00
<b>Equipment Total</b>			<b>\$ 18,800.00</b>

Quote Summary	
Equipment Total	\$ 18,800.00
SubTotal	\$ 18,800.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 18,800.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 18,800.00

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

## ALL-AMERICAN DISC

*Diamond's All-American Disc is the most efficient tool for extending road life.*



### GRADER MODEL

- Mounts to any side grader
- Provides greater stability and a longer reach



### 3-PT HITCH MODEL

- Mounts to any Category II 3-PT Hitch
- Floats independently of the tractor to better follow the contour of the surface being reclaimed
- Optional hydraulic swing for narrow transport width



**With both a Grader and 3-Point Hitch model available, the All-American Disc can:**

- Remove berm along the roadside edge to aid in water runoff and prevent road damage
- Reclaim gravel that would otherwise be lost during grading, bringing tons of materials back onto the road — saving money and time
- Remove clumps of rooted material for a smooth transition from road to ditch
- Contour asphalt shoulders to increase road safety

### Specs:

- Attaches to any tractor with category II 3-PT hitch
- Rear mounted
- Includes hydraulic cylinder to replace the top link of the 3-PT hitch
- Disc blades = 22" diameter
- Weight = 1,390 lbs.
- One-year warranty on parts and labor



### PROUD TO BE AMERICAN MADE

We are a company built from the ground up on American values and a Midwestern work ethic. We have nothing but respect and admiration for our customers. Our first job is to provide the toughest, smartest, most reliable and safest equipment needed to do the job better.

**72-HOUR PARTS  
SHIPPING GUARANTEE**

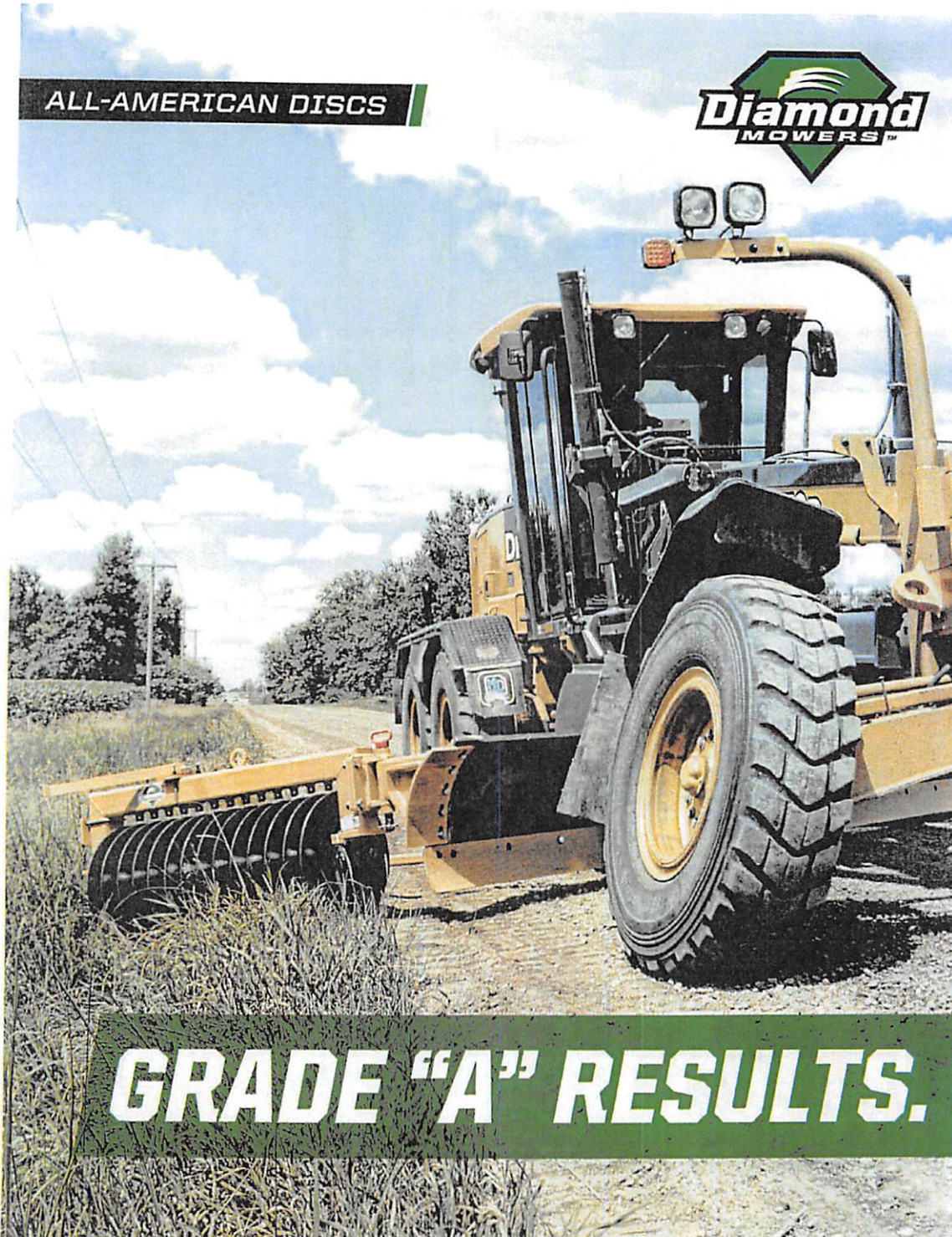
### DIAMOND MOWERS

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SIOUX FALLS, SD 57104

800-658-5561

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★ GET IT, LOVE IT & LEAVE IT! ★

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**GRADE "A" RESULTS.**