

**AGREEMENT TO PROVIDE THE PURCHASE AND INSTALLATION OF FOUR (4)
NEW MOTOR GRADER WING PLOWS**

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 Old Yellowstone Hwy., Casper, Wyoming, 82604 ("CONTRACTOR").

I. PURPOSE

The CONTRACTOR is to provide the purchase and installation of four (4) new Mastless Snow Wings to be installed on existing fleet, 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 \$108,530.00 (bid amount for four new installed wing plows), 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 and install four (4) new Caterpillar Mastless Snow Wings as specified in the bid attached hereto as Exhibit B.
- B. CONTRACTOR shall work closely with COUNTY in coordinating the purchase, delivery, and installation, CONTRACTOR will work with COUNTY as needed in accordance with such individuals or carriers 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 (12 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 AND INSTALLATION OF FOUR (4)
NEW MOTOR GRADER WING PLOWS
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

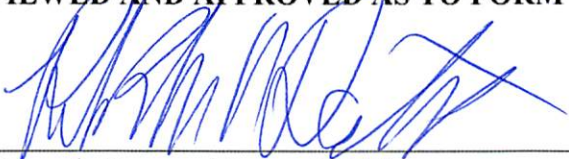
By: _____ Date 10/02/2023
Name: Jeff Baynard
Title: Territory Sales Representative



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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: _____ Date 10/2/23
Laramie County Attorney's Office



REQUEST FOR BIDS
Laramie County Public Works
Four (4) new Motor Grader Wing Plows
Closing Date: August 30, 2023

Purpose of Request for Bids (RFB)

Laramie County is soliciting competitive bids for qualified vendors who can provide four (4) new Motor Grader Wing Plows, installed on existing fleet 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 four (4) new Motor Grader Wing Plows, installed on existing fleet.

2.0 Scope of Services

Specifications for Bid

The winning bidder must be registered with sam.gov

Estimated date of delivery: _____

General

- Compatible with and mounted on 12M and 140 Cat motor graders
 - Meets specifications: Yes No

- Mastless design
 - Meets specifications: Yes No

- 12-foot blade length
 - Meets specifications: Yes No

- 33-inch blade height (min)
 - Meets specifications: Yes No

- Benching height 40 inches (max)
 - Meets specifications: Yes No

- Float capable
 - Meets specifications: Yes No

- Installation and setup (included)
 - Meets specifications: Yes No

Safety & Other

- Paper copies of Service, Repair, and Parts Manuals (to be supplied upon delivery)
 - Meets specifications: Yes No

Warranty and Training

TRAINING AND DIAGNOSTICS:

With delivery and installation of the Motor Grader Wing Plows, 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 August 30, 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 specific 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 **August 30, 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) "**Motor Grader Wing Plows.**"

Submit questions to:

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

John.Poelma@laramiecountywy.gov^[RD1]

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: **Four (4) new Motor Grader Wing Plows** for which bids were advertised to be received **no later than 2:00 PM, MST, August 30, 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# _____





Wyoming Machinery Company
 7819 Hutchins drive
 Cheyenne, WY 82007
 Phone: 1-307-638-7900
 Fax: 1-307-633-2525

ORIGINAL

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: **Four (4) new Motor Grader Wing Plows** for which bids were advertised to be received **no later than 2:00 PM, MST, August 30, 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: \$ 108,530.00

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 Old Yellowstone Hwy
 City Casper State WY ZIP 82604
 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 four (4) new Motor Grader Wing Plows, installed on existing fleet.

2.0 Scope of Services

Specifications for Bid

The winning bidder must be registered with sam.gov

(3) wings in inventory. Estimated installation is 30 Days.)

Estimated date of delivery: (1) wing would need to be ordered. 90 day lead time.

General

- Compatible with and mounted on 12M and 140 Cat motor graders
 - Meets specifications: Yes No **Wings are compatible with both models. ONLY your current and future fleet of 140 motor graders are outfitted with snow wing mounts.**
- Mastless design
 - Meets specifications: Yes No
- 12-foot blade length
 - Meets specifications: Yes No
- 33-inch blade height (min)
 - Meets specifications: Yes No
- Benching height 40 inches (max)
 - Meets specifications: Yes No
- Float capable
 - Meets specifications: Yes No
- Installation and setup (included)
 - Meets specifications: Yes No

Safety & Other

- Paper copies of Service, Repair, and Parts Manuals (to be supplied upon delivery)
 - Meets specifications: Yes No **Parts manual, and installation manual are the only available manuals.**



229646-01

August 10, 2023

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

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.

(4) New Caterpillar Inc. Model: MASTLESS SNOW WINGS Work Tools with all standard equipment in addition to the additional specifications listed below:

MACHINE SPECIFICATIONS

(4) 144/40 RIPPER MOUNTED, MASTELESS SNOW WINGS (Including Installation)		
<i>RIPPER MOUNT</i>		
<i>WIDTH: 144"</i>		517-7339
<i>MAX BLADE HEIGHT: 44"</i>		
<i>BENCH HEIGHT: 40"</i>		
PARTS MANUAL	INSTALLATION MANUAL	

SELL PRICE**\$108,530.00****WARRANTY & COVERAGE**

Standard Warranty: 24 month / unlimited hour warranty.

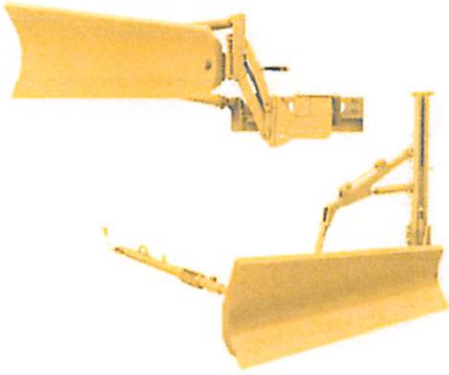
F.O.B./TERMS:

Cheyenne, WY

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
 (307) 631-9066



Cat[®] Snow Wings

for Motor Graders

Mastless Snow Wings

Clear and bench drifted snow

- 40-inch bench height for 140, 150, 160 grader models
- 48-inch bench height for 14 grader models
- 33- to 44-inch hydraulic front lift with manual push pole extension
- 3-inch front travel below grade to 50-inch rear provides flexibility to cast snow into road shoulder

Clear and bench drifted snow

- Easier operator control on uneven roads and terrain thanks to hydraulic float at the blade toe and mechanical float at the blade heel
- Float setup maximizes moldboard life cycle
- 37° to 47° sweep angle allows for full articulation of the motor grader
- Unobstructed view to grader moldboard and wing
- Unobstructed egress through right door
- Outstanding grader control and maneuverability in congested areas
- 2-piece rear mount enables bumper to remain on during summer operation
- Optional carbide cutting edge available

Masted Snow Wings

Clear and throw deeply drifted snow

- 60-inch bench height
- Below grade ditch cleaning capable
- Float and down pressure standard, down pressure ideal for ice removal

Complete operator control

- Articulation compensator permits full left and right articulation regardless of moldboard position
- Hydraulic adjustable rear brace offers in-cab control from 5-foot bench
- Ripper-mount for hydraulically adjusted wing height



August 11, 2023

Laramie County Public Works
13797 Prairie Center Circle
Cheyenne, WY 8209

Thank you for the opportunity to bid these Caterpillar motor grader snow wings to Laramie County Public Works. We at Wyoming Machinery Company highly value the relationship we have with Laramie County, and look forward to continuing to work with you now and in the future.

Below is a list of "value adds", which I believe differentiate Wyoming Machinery and the Caterpillar brand from our competitor(s). Perhaps these items may be beneficial in assisting you in your decision-making process.

Wyoming Machinery Company started in 1969 in Casper, and from there we have opened 5 additional stores in Cheyenne, Rock Springs, and 2 in Gillette serving 16 counties. We currently have approximately 586 Employees Company wide. The Cheyenne Store that we are currently in was opened in August of 2006. Cheyenne has 43 Employees, 4 sales staff, 8 office support staff, 9 parts employees, and 23 Technicians. Our Facility is on 11.5 acres and is just under 68,000 Square feet. 26,000 feet of shop space, 15,000 feet of parts warehouse, and a 5000-foot wash bay and dyno facility. We hold a State of Wyoming Certificate of Residency Status.

Product Support:

Combining parts and Service we are able to serve 5 counties, Laramie, Albany, Goshen, Platte and part of Niobrara. Cheyenne also services 4 drop boxes including Laramie, Wheatland, Torrington, and Douglas. We utilize CAT's SIS web (Service information System) that combines parts look-up as well as service information, specifications, assembly, troubleshooting, and more. This enables our parts and service technicians to be more streamlined in the repair process as well as providing consistency among all product lines. We also use DBS (Dealer Business Solutions) for parts stocking and tracking. This gives us a view to parts ability at 156 dealers worldwide as well as 32 servicing Depots. CAT supports machines 30+ years old with parts and service information. We are a 5 star contamination free facility. Full time Product Support Representative actively managing the accounts in the 5 counties we represent.

Parts:

Our parts department is a 15,000 square foot warehouse housing approximately 10,000-line items. We receive two trucks a day from our Denver Depot. If orders are placed before 10:00 A.M we can receive parts from Denver the same day. We also have a truck that runs at night between Cheyenne and Casper. This helps with expediting component delivery to the CRC, SOS sample delivery, as well as parts filling from Casper. We fill parts within our dealership 95%-96% of the time which means a quicker turnaround time for our customers. We also have parts call out from 12-6 PM on Saturdays and 6 A.M. to 6 P.M. Sundays.

Employees:

We have 9 Parts employees, two of which are front parts counter, and two are technician parts counter and tool room attendants. 3 of these Parts personnel are Parts Counter Elite certified through Caterpillar. Parts employees have 87 years of experience between 9 individuals with an average years of experience in the parts department at just under 10 years. 4 employees have additional years Cat experience from other dealers.

Parts storage and handling:

All parts are stored in original sealed packaging. If the packing such as O-rings are opened they are placed and a re-sealable bag back in their locations. Parts are organized in three major categories: fast moving, medium moving, and slow moving parts. Our warehouse is organized in a fashion that fast moving parts are closer to the front and slow moving at the back. This increases warehouse efficiency and reduces the amount of time it takes to pull an order. Our will call door is a double door design to help

reduce contamination entering the building. We also store our cutting edges and other items that would normally be stored outside in our warehouse. This reduces the amount of time spent with the doors open in our facility.

Custom Hose Shop:

Our parts department is equipped with a custom hose building shop where we can build almost any type and size of hose, including non-CAT machines and hoses. All CAT machines are equipped with a metal tag on each hydraulic hose with the part number of those. This gives the customer the ability to call with a part number so we can build the hose before we come out. This leaves the system less time to be exposed to contamination and increases up-time of the machine. We have 3 hose press machines, including the ability to repair reclaimable hose ends. After the hose is crimped it is measured in 4 spots to ensure a proper crimp to increase safety of the hose. Each hose is then cleaned before it is finished, and the ends of the hoses are capped for delivery to eliminate contaminants entering the hose during storage or transport.

Reman:

Cat offers remanufactured parts to our customers, this helps reduce cost, increase parts availability by having more parts in circulation. Remanufactured parts carry the same warranty as new parts 1 year/unlimited hour. Our Cores are processed in-house for a quick turnaround time on core charges. All cores are shipped to Corinth Mississippi for processing.

Heavy Equipment:

Heavy equipment features three 30'x60' mega bays with a total foot print of 11,000 square feet. We have the ability to work on engines, powertrains, hydraulic, undercarriage and electrical systems.

Employees:

Our heavy equipment shop features 7 shop technicians. Each Technician has a target of 40 hours a year of continual training.

Facility:

Our facility features 2 separate 20,000 pound overhead cranes in the main facility, and 2 smaller 4,000 lb cranes in dedicated tear-down and clean areas for contamination control. All of our oils are stored in bulk. Higher volume oils are delivered by hoses and reels and are filtered multiple times during the process. Bulk oils allow us to have cost savings, increase cleanliness, and less landfill waste. Coolant is also dispensed throughout the shops as well.

Tooling:

Our technicians have access to a tool room around the clock. Each Tool item is inventoried and cataloged, for tracking and expedited search for tools. We can track if a tool is broken as well as how many times per year it is utilized to determine how many we need as well as when it's time for replacement. We have the ability to raise machines with our 75 ton jack/stand combos to perform major repairs on equipment. Our Service Shops have a dedicated tool room to house specialized tooling required to work on Powertrains/electronics/DPF systems, Hydraulic systems, and much more. We feature a FSX Trapblaster7 DPF cleaning system. We have the ability to bake DPF's @ 1800 degrees F, clean DPFS in a completely sealed cleaning machine as well as check the amount of ash in the DPF before and after cleaning. Our DPF machine works on almost all makes and models of DPF's including automotive style DPF's. This means quicker equipment uptime and availability for our customers.

Field Service:

Field service has 11 technicians including a dedicate lube service technician as well as a dedicated fork lift technician. We service 5 counties and generally we are less than a 2 hour drive from the counties that we serve. We have 10 Field trucks, 1 F-550 Diagnostic vehicle for quick diagnostic response, and another F-550 dedicated to Lift trucks including non-CAT capabilities. 1 lube Truck capable of servicing 627 scrapers and smaller machines. We have 3 service trucks with 12,000 lb cranes and 2 other trucks with 10,000 lb cranes, as well as 2 spare trucks.

Employees:

Our field service technicians have a combined 108 years' experience and 13 years average experience per technician. Each Technician is targeted 40 hours of training per year.

Equipment and tooling:

Each Technician has access to the tool room 24/7. Their trucks are outfitted with items such as cranes, Torches, and employee supplied tooling to ensure the jobs are done right the first time. We also utilize our drop box locations for efficiency.

CAT Contamination control:

Contamination control is part of our efforts to be a 5-star contamination free facility. This is a standard set forth by Caterpillar on cleanliness that we follow. Items that contribute to this are cleanliness of parts, machines and air within our facility. 1 table spoon of contaminates in a bulk oil tank will put that oil out of spec. Parts are stored in original packing or sealed containers, hoses are cleaned after assembly, oil is filtered going into the bulk tanks as well as before being dispensed. Machines are washed before they enter the facility and are driven across asphalt and concrete before entering the building. Parts will call has double door to eliminate dirt entry, and the loading dock is inside the building so the time spent unloading each truck is done with the door closed.

On-Highway Truck shop:

On-highway truck shop features 18 truck bays in a 15,000 square foot facility. We have the ability to work on engines, transmissions, differentials, DPF's, electronics, air systems, DOT inspections and services.

Employees:

Our truck shop features 8 employees with a combined 160 years of experience. Average years of experience is 20 years. 5 technicians are PAR (Performance Analysis Report) dyno certified. Each Technician has a target of 40 hours per year of continual training.

Facility:

Features a pull-thru bay design to optimize ease of building entry and exit and assists with tow-truck delivery of tractor units. All bays have a 10,000 pound overhead hoist available. There are 3 separate hoists to ensure they are available when needed. We have 2-20,000LB wheel lifts to raise tractor units up to ease in transmission and differential removal as well as clutch replacements.

Dyno:

We also feature the states *ONLY* in floor highway truck load dynamometer. Our Taylor TD36 has twin 36" drums and the capability of reading up to 1100 horsepower. Our Dyno is calibrated 2 times a year to ensure accuracy. We can check horsepower, torque, blow-by, fuel burn, vibrations, rough running under load ect. The biggest advantage to our dyno is the ability to replicate a load in a controlled environment. We can simulate loads greater than what a truck might encounter on the highway. Our technicians do not need CDL's to troubleshoot engine and drive train problems. The customer can deliver a load and bring a truck to us for repair after the deadline has been met. After performing an engine overhaul we Dyno *every* truck once it's complete. This allows us to check our work as well as perform break-in procedures before the truck leaves our facility

I believe the items listed above set us apart from our competition, and provide additional value to our customers for the term of ownership of their equipment. We at Wyoming Machinery are committed to providing the highest level of sales, parts, & service to our customer base in Laramie County, and as mentioned prior, view Laramie County Public Works to be of highest importance to our local branch. Business with Governmental entities is an important to Caterpillar, and that is carried down through the independent dealerships.

We thank you again for the opportunity to quote Caterpillar products and service, and look forward to current and future business with Laramie County.

Jeff Baynard

Machine Sales Representative – Laramie, Albany, Goshen, Platte, and Niobrara Counties

Wyoming Machinery Company
7819 Hutchins Dr.
Cheyenne, Wy 82007
Mobile: 307-631-9066
Office: 307-638-7900 ext: 1510



Trade References:

- 1.) Contact Name: WYDOT : Bryan Wenger Phone Number: (307) 777-4061
Address: 5300 Bishop Blvd. City: Cheyenne State: WY Zip Code: 82001
- 2.) Contact Name: Albany County: Rob Fisher Phone Number: (307)742-2534
Address: 2920 County Shop Rd. City: Laramie State: WY Zip Code: 82070

Effective with sales to the first user on or after October 1, 2022

CATERPILLAR LIMITED WARRANTY

Caterpillar Work Tools

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new Work Tools sold by it to be free from defects in material and workmanship.

An additional warranty against breakage may apply to certain Cat® Ground Engaging Tools ("GET"). Also, an additional warranty against wear is applicable to certain weld-on landfill compactor tips. Refer to the applicable warranty statements for coverage detail.

This warranty does not apply to:

- Work Tools on the following Cat machines or work tool as listed: Telehandlers, Skidder Grapples, Track Type Tractors, Motor Graders (excluding Snow Wings), and Mini Hydraulic Excavator Blades.
- Hydraulic Hammer Models H165 and higher (excluding Silenced Hammer Models) sold in China; except for Taiwan, Macau or Hong Kong, which are included in this warranty.
- Aftermarket General Duty Excavator Buckets manufactured and sold exclusively in India, Nepal and Bhutan.

The above products are covered by other Caterpillar warranties.

- Hammer tool points, compacting plates, shear cutting knives and crusher and pulverize knives, saw chains, saw bars, blades and teeth are not covered by warranty.

This warranty is subject to the following:

Warranty Period

For tools used solely in snow applications, the warranty period is 24 months starting from date of delivery or sale to the first user.

For bale (grab & spears), blades, buckets, compaction – wheels (mechanical), couplers – quick fork carriages, grapples, material handling arms, and thumbs work tools sold in USA or Canada for and used solely on Mini Hydraulic Excavators, Skid Steer Loaders, or Compact Track and Multi Terrain Loaders, the warranty period is 24 months starting from date of delivery or sale to the first user.

For Augers, Backhoe, Box Blade, Brooms (excluding SA25 & SA30), Brushcutters, Cold Planers, Compactors – Plate (Hydraulic), Hammers (Hydraulic), Landscape Rakes & Tilers, Mixing Buckets, Mowers, Mulchers, Power Box Rakes, Shears, Side Discharge Buckets, Silage Defacers, Stump Grinders, Trenchers, Vibratory Compactors, and Wheel Saws sold in countries other than China (which, for the purpose of this warranty, includes Hong Kong, Macau, and Taiwan) and India for and used on Compact and Small Wheel Loaders, Mini Hydraulic Excavators, Skid Steer Loaders, Compact Track and Multi Terrain Loaders, or Backhoe Loaders, the warranty period is 24 months starting from date of delivery or sale to the first user.

For work tool line's quick connect/disconnect components sold on serialized tools for mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loaders, the warranty period is 3 months starting from date of delivery or sale to the first user.

For SATCO branded Harvesting Heads and Felling Heads, the warranty period is 12 months / 2000 hours starting from date of delivery or sale to the first user.

For Hydraulic Hammers – Models H165 and Higher – sold in China only, the warranty period is 6 months starting from date of delivery or sale to the first user.

For all other tools, the warranty period is 12 months starting from date of delivery or sale to the first user.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved repaired parts or assembled components provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as

if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, coolant, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect, including labor for removal and installation when necessary to make the repair.

- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments and unauthorized fuel-setting changes.

User Responsibilities

The user is responsible for:

- Providing proof of the delivery date or sale date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Travel or transporting costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper repair.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629, telephone 1 (309) 675-1000, or go to URL www.cat.com. Find Your Dealer

Caterpillar's obligations under this Limited Warranty are subject to, and shall not apply in contravention of, the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

A) For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTY FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

B) For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED, WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES, THE CONSUMER GUARANTEES UNDER THE CONSUMER GUARANTEES ACT 1983 (NZ) WILL NOT APPLY.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

IF THE MANDATORY RIGHTS MAKE CATERPILLAR LIABLE IN CONNECTION WITH SERVICES OR GOODS, THEN TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, THAT LIABILITY SHALL BE LIMITED AT CATERPILLAR'S OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

C) For products supplied in Australia:

IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:

- I. PRODUCTS OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION; OR
- II. PRODUCTS THAT COST AUD 100,000 OR LESS,

WHERE THOSE PRODUCTS WERE NOT ACQUIRED FOR THE PURPOSE OF RE-SUPPLY OR FOR THE PURPOSE OF USING THEM UP OR TRANSFORMING THEM IN THE COURSE OF PRODUCTION OR MANUFACTURE OR IN THE COURSE OF REPAIRING OTHER GOODS OR FIXTURES, THEN THIS SECTION C APPLIES.

THE FOLLOWING MANDATORY TEXT IS INCLUDED PURSUANT TO THE AUSTRALIAN CONSUMER LAW AND INCLUDES REFERENCES TO RIGHTS THE USER MAY HAVE AGAINST THE DIRECT SUPPLIER OF THE PRODUCTS: OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THE INCLUSION OF THIS TEXT DOES NOT CONSTITUTE ANY REPRESENTATION OR ACCEPTANCE BY CATERPILLAR OF LIABILITY TO THE USER OR ANY OTHER PERSON IN ADDITION TO THAT WHICH CATERPILLAR MAY HAVE UNDER THE AUSTRALIAN CONSUMER LAW.

TO THE EXTENT THE PRODUCTS FALL WITHIN THIS SECTION C BUT ARE NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION, CATERPILLAR LIMITS ITS LIABILITY TO THE EXTENT IT IS PERMITTED TO DO SO UNDER THE AUSTRALIAN CONSUMER LAW TO, AT ITS OPTION, THE REPAIR OR REPLACEMENT OF THE PRODUCTS, THE SUPPLY OF EQUIVALENT PRODUCTS, OR THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT PRODUCTS.

THE WARRANTY SET OUT IN THIS DOCUMENT IS GIVEN BY CATERPILLAR INC. OR ANY OF ITS SUBSIDIARIES, 100 N. E. ADAMS ST, PEORIA, IL USA 61629, TELEPHONE 1 309 675 1000, THE USER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH

MAKING A CLAIM UNDER THE WARRANTY SET OUT IN THIS DOCUMENT, EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS DOCUMENT, AND THE USER IS REFERRED TO THE BALANCE OF THE DOCUMENT TERMS CONCERNING CLAIM PROCEDURES, CATERPILLAR RESPONSIBILITIES AND USER RESPONSIBILITIES. TO THE EXTENT PERMISSIBLE BY LAW, THE TERMS SET OUT IN THE REMAINDER OF THIS WARRANTY DOCUMENT (INCLUDING SECTION B) CONTINUE TO APPLY TO PRODUCTS TO WHICH THIS SECTION C APPLIES.

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