

**PURCHASE AGREEMENT**  
**LARAMIE COUNTY, WYOMING / WYOMING MACHINERY COMPANY**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Wyoming Machinery Company, 7818 Hutchins Drive, Cheyenne, Wyoming 82007 ("CONTRACTOR"). The parties agree as follows:

**I. PURPOSE**

The purpose of this agreement is to set forth the terms and conditions of Laramie County's purchase of one new 2022 Caterpillar, Inc. Model 140-15 all-wheel drive (AWD) motor grader, serial number 0EB300583, from the Wyoming Machinery Company.

**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 full force and effect until completely performed.

**III. RESPONSIBILITIES OF COUNTY**

COUNTY shall pay CONTRACTOR \$385,460.00. Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY. 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).

**IV. RESPONSIBILITIES OF CONTRACTOR**

A. CONTRACTOR shall provide and complete the services described in Attachment 'A', attached hereto and fully incorporated herein.

B. 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. It is agreed that finished or unfinished documents, data or reports, prepared by CONTRACTOR under this contract shall be considered the property of the COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

## V. GENERAL PROVISIONS

A. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

B. 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.

C. Entire Agreement: This Agreement (5 pages) and Attachment 'A' (39 pages) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

D. 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.

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

F. 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.

G. 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.

H. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs 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.

I. 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.

J. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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 effected 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.

Q. 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.

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

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**PURCHASE AGREEMENT**  
**LARAMIE COUNTY, WYOMING / WYOMING MACHINERY COMPANY**

**Signature Page**

LARAMIE COUNTY, WYOMING

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

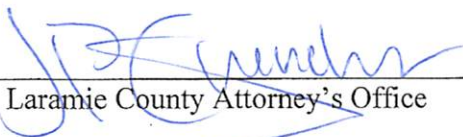
ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Laramie County Clerk

CONTRACTOR:  
By:  \_\_\_\_\_ Date 4/26/2022

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  \_\_\_\_\_ Date 4/26/22  
Laramie County Attorney's Office

**BID FORM**

TO:

Name and Address

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

have carefully examined the specifications to furnish: One All-Wheel Drive (AWD) Motor Grader for which bids were advertised to be received no later than 2:00 p.m., local time, April 14, 2022 and further declare that [firm name] Wyoming Machinery Company

\_\_\_\_\_ will furnish the said work according to specifications

**Proposed Cost**

Total Estimated Cost for Project: \$ 385,460.00

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 Jeff Baynard

Address 7818 Hutchins Dr.

City Cheyenne State Wy ZIP 82007

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

E-Mail Address: JRBaynard@wyomingcat.com

DUNS# 048128227 Fed. I.D. # 87-0217645

**CONFLICT OF INTEREST & DISCLOSURE FORM**

I HEREBY CERTIFY that

I (printed name) Jeff Baynard  
am the (title) Territory Sales Representative  
and the duly authorized representative of the firm of (Firm Name) Wyoming Machinery Company  
whose address is 7819 Hutchins Dr. , Cheyenne, WY , 82007

And I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

Neither the business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision of the Building Code Regulations of Laramie County, nor has any outstanding past due debt to Laramie County; and,

This Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and without collusion or fraud.

**EXCEPTIONS (List)**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

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

Sworn to and subscribed before me this 14 day of April, 2022.

Notary Public - State of Wyoming

My Commission expires 05/12/2025

(Printed, typed or stamped commissioned name of Notary Public)

Caitlin Kent  
CaitlinKent



## **REQUEST FOR BIDS**

### **Laramie County Public Works One All-Wheel Drive (AWD) Motor Grader**

**Closing Date: April 14, 2022**

#### **Purpose of Request for Bids**

**Laramie County is soliciting competitive sealed bids from qualified vendors who can provide one AWD Motor Grader for Laramie County Public Works.**

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##### **Attachments**

- Bid Page**
- Conflict of Interest Form**



## 1.0 PURPOSE & OVERVIEW

Laramie County is soliciting competitive sealed bids from qualified vendors to provide one AWD Motor Grader for Laramie County Public Works.

## 2.0 SCOPE OF SERVICES

AWD Motor Grader to meet these specifications or have equivalent equipment/features

## MINIMUM SPECIFICATIONS

### GENERAL:

The motor grader provided and equipped per the following specifications shall have a minimum typical operating weight without add-on weights, accessories or wheel ballast of 44,000 lbs. The grader shall be a John Deere 672GP, Caterpillar 140 All-Wheel Drive (AWD) or equivalent. The grader shall have joy stick steering with joy stick electric over hydraulic control.

Bid machine base weight: 44,614 lbs.

Bid machine steering and

controls: Joystick steering with joystick electric over hydraulic controls.

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The grader shall be of a six wheel configuration with AWD (6 wheel drive) and have a fully articulated frame.

COMPLY: YES X NO \_\_\_\_\_

EXCEPTION:

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**ENGINE:**

The engine shall be EPA tier 4 final and EU Stage IV, in line, 6 cylinder, wet sleeve turbo charged diesel. Minimum Net AWD horsepower range shall be 178 – 235 HP minimum. Engine shall have a pre-cleaner for intake air. Machine will be equipped with an emergency inducement override which will allow the machine to be operated at full capacity in the event of an emissions related failure when there is potential for loss of life.

Bid machine: Net AWD horsepower range 189 - 252 HP

COMPLY: YES X NO \_\_\_\_\_

EXCEPTION: \_\_\_\_\_

Bid machine typical fuel consumption (depending on duty cycle) 3.3 - 5.5 gallons/hour.

Engine displacement 567.5 inches<sup>3</sup>

Net torque @ 2,000 RPM.

Gear	Torque ft. /lbs.	Torque Rise
1 <sup>st</sup>	<u>920 lb-ft</u>	<u>39%</u>
2 <sup>nd</sup>	_____	_____
3 <sup>rd</sup>	_____	_____
4 <sup>th</sup>	_____	_____
5 <sup>th</sup>	_____	_____
6 <sup>th</sup>	_____	_____
7 <sup>th</sup>	_____	_____
8 <sup>th</sup>	_____	_____

A severe duty fuel/water filtration system shall be included.

COMPLY: YES X NO \_\_\_\_\_

EXCEPTION: \_\_\_\_\_

**TRANSMISSION:**

Shall be (8) forward and (6) reverse gears minimum. It shall be direct drive, power shift, All Wheel Drive (AWD) with electronically controlled shifting and inching pedal. Transmission shall have powershift/auto shift capability.

COMPLY: YES   X   NO       

**EXCEPTION:** \_\_\_\_\_

**DRIVE AXLE:**

**Axle shall be inboard planetary drive to each wheel via chain and sprocket system. Axle shall have an axle differential lock / unlock feature engage-able on the go. Automatic Differential Lock/Unlock feature shall be standard and shall not have speed, shuttle shifting or tandem spinning restrictions for engaging/disengaging. System must be load-sensing for optimal performance. Differential Lock/Unlock shall be electro-hydraulically controlled, as a standard feature.**

COMPLY: YES   X   NO       

**EXCEPTION:** \_\_\_\_\_

**Bid machine:**

Drive chain pitch 2.0 inches.

Wheel axle spacing 60 inches.

Tandem oscillation FRONT UP: 15  
FRONT DOWN: 25 degrees.

**BRAKES:**

Service brakes shall be all hydraulic, oil cooled, wet disc at all four tandem wheels. They shall be maintenance free, self-adjusting. Dual brake accumulators shall be included.

COMPLY: YES   X   NO       

**EXCEPTION:** \_\_\_\_\_

**Parking brake shall be spring applied hydraulically released multiple wet disc at all four tandem wheels.**

COMPLY: YES   X   NO       

**EXCEPTION:** \_\_\_\_\_

**STEERING:**

Shall be fully hydraulic, joy stick controlled. It shall be fully articulated with return to center, auto articulation and stable grade. Articulation hitch guarding shall be provided to prevent snow buildup.

COMPLY: YES   X   NO       

**EXCEPTION:** \_\_\_\_\_

**Bid machine:**

Turning radius, outside front tires 25/7 ft. / inches

Steering range left / right 50 degrees

Articulation angle 20 degrees

**FRONT AXLE:**

**Grader shall have oscillating front axle and left / right wheel lean.**

COMPLY: YES X NO       

Wheel lean left/right: 18 degrees

Axle oscillation : 32 degrees

**EXCEPTION:** \_\_\_\_\_

**COOLING SYSTEM:**

**The cooling system shall have a hydraulically controlled cooling fan which automatically adjusts fan speed for engine and cooler needs. The grader shall have separate transmission, hydraulic and axle coolers.**

COMPLY: YES   X   NO       

**Cooling system description:**

**The hydraulic demand fan automatically adjusts speed according to cooling requirements. When cooling demand is reduced, you benefit from more power to the ground and improved fuel efficiency. Equipped separate transmission, hydraulic and axle coolers.**

### **TIRES and RIMS:**

**All tires shall be Nokian GRS-14.00R24 / 153A8GRSTL. - 14.00-R24 on 10 inch x 24 inch rims.**

**Bid machine:** Nokian GRS 14.00 R 24 tires

**10.00 X 24 inch** \_\_\_\_\_ **rims**

#### HYDRAULIC SYSTEM:

The hydraulic system shall be a closed center, pressure compensating, load sensing system with a variable piston pump. Base + 6 (to allow for a Henke 6-way plow). Auxiliary hydraulic circuits for the plow operation will be equipped with Stucci style pressure relief couplers. Front hose groups shall be secured to prevent abrasion from tires.

COMPLY: YES   X   NO       

#### System description:

A proven load-sensing system and advanced electro-hydraulics give you superior implement control and responsive hydraulic performance that helps make your operator's job easier. Continuously matching hydraulic flow/pressure to power demands creates less heat and reduces power consumption. Specs include Base +6 , and Stucci couplers.

Pump output       55.7       GPM

@       2,150       RPM

Maximum system pressure       3,500       PSI

#### Controls:

Controls shall be electric over hydraulic joy stick controlled. They shall control blade lift, tilt, shift, circle shift, articulation leaning wheels and scarifer / ripper / 6-way plow functions. Controls shall have a blade float position and anti-drift check valves. Cross-slope, auto-articulation and stable blade.

COMPLY: YES   X   NO       

#### Describe

controls: Specs include electric over hydraulic Advanced Joystick option, which include cross-slope, auto-articulation, and stable blade.

The left joystick controls machine direction, steering, articulation, return-to-center, wheel lean, gear selection, left moldboard lift cylinder and float. The right joystick controls drawbar, circle and moldboard functions as well as electronic throttle control and manual differential lock/unlock.

**BID MACHINE SERVICE CAPACITIES:**

Fuel capacity 104 gallons

Cooling system 15 gallons

Hydraulic tank 16.9 / Total System 26.4 gallons

Engine oil 7.4 gallons

Transmission 18.5 gallons

Differential " gallons

Final drive " gallons

Tandem housing (ea.) 20 gallons

Circle drive housing 1.8 gallons

**ELECTRICAL SYSTEM:**

Electrical system shall be 24 volt with a 150 amp alternator. The machine shall have (4) four forward, roof level halogen lights. There shall be (2) two halogen lights to illuminate left and right side of circle. There shall be (2) two to (4) four front driving lights (whatever is manufacturer standard). If they are 2 lights, they will have a hi-lo beam control. If they are 4 lights, 2 will be low beam and 2 high beam. There will be 2 roof level halogen lights facing rear and 2 rear facing halogen lights mounted at engine cowling. There shall be (4) four total (2 front, 2 rear) Code 3 LXEXBiF-AH or equivalent amber LED flashing lights mounted at roof level. Machine will be equipped with an amber LED strobe beacon on the top of cab. Machine will also be equipped with snow plow lights mounted near the front axle and elevated above the frame.

Grader starting system shall be 24 volt with instrumentation lighting and AM/FM radio, etc., shall be 12 volt. Grader shall also be pre-wired for a 2-way County 12 volt radio. Pre-wire connections shall have power, ground and ignition wires.

Grader shall have a backup alarm. Grader shall have a master electric disconnect switch, individual circuit protection and electric horn.

COMPLY: YES   X   NO       

EXCEPTION: \_\_\_\_\_  
\_\_\_\_\_

Instrumentation shall be manufacturers standard.

Describe instrumentation:

Display, digital speed and gear; Gauge cluster (analog) – fuel, articulation, engine coolant temp, engine RPM,hydraulic oil temp, regen, DEF  
Cat Messenger operator Information system



**CAB:**

**Cab shall be low profile fully ROPS protected meeting SAEJ1040 May 1994, ISO 3471:1986, ISO 3471:1994 criteria. Cab shall be constructed to provide low interior sound and vibration levels. Cab shall have cloth covered, suspension, ergonomic seat that is adjustable front to back and up and down.**

Auxiliary pod or controls shall be provided for ripper / scarifier. Cab shall have heater and a/c. Cab shall have heated rear view mirrors and front and rear wipers and defroster. Cab shall have left and right entry doors and ladders. A cab filtration system with pre-cleaner shall be provided.

Cab shall have a cup holder, coat hook, storage area, night light, power port, power converter, sun visor, retractable sun shade, and AM/FM radio with Bluetooth hands-free phone integration.

COMPLY: YES   X   NO       

**EXCEPTION:** \_\_\_\_\_

**ADDITIONAL EQUIPMENT:**

Grader shall be equipped with all standard equipment and shall include key ignition, cold weather starting aide including 1000 amp heavy duty starter, 1400 CCA Batteries, ether starting aid, transmission oil / fan brake bypass, and 120 volt block heater, rear vision backup camera, dry type air cleaner with restriction indicator, muffler, hinged and lockable full length engine shields, front and rear tire fenders for mud protection, mounted hand holds, vandal protection, fire extinguisher and bottom guards and side shields. A tool box shall be provided and grader will have ecology drains for convenient servicing. A rear mounted slow moving vehicle sign shall also be installed.

COMPLY: YES   X   NO       

**EXCEPTION:** \_\_\_\_\_

**MOLD BOARD:**

Grader shall have 14ft x 27 in x 1" mold board with 3/4" bolt holes in standard configuration. It shall be high strength wear resistant steel with replaceable side shift wear inserts. Replaceable cutting edges shall be bolt on and reversible. Mold board shall have bolt on end bits. Blade shall have a float feature for snow removal. Blade lift accumulators shall be provided for shock load protection.

COMPLY: YES   X   NO       

EXCEPTION: \_\_\_\_\_  
\_\_\_\_\_

Blade width   14   ft.

Mold board height   27   inches

Mold board thickness   1   inches

Blade pull @ max GVW & 0.9 traction coefficient  49,630  lbs.

Down pressure @ max GVW  29,309  lbs.

Circle center shift      right  28.7  inches

                                 left  27.4  inches

Moldboard side shift    right  26  inches

                                 left  20.1  inches

Maximum blade position angle  90  degrees

Blade tip range          forward  40  degrees

                                 backward  5  degrees

Maximum shoulder reach outside tires    right  77.9  inches

   left  70.5  inches

Maximum lift above ground  18.9  inches

Maximum depth of cut  28.1  inches

Maximum circle rotation  360  degrees

**CIRCLE:**

Circle and drawbar assembly shall have adjustable and replaceable wear strips and shims. A heavy duty circle drive slip clutch will be provided to protect circle drive motor and worm gear components from shock loads.

COMPLY: YES ☒ NO ☐

Describe construction and replacement or adjustment of wear strips and shims:

The drawbar, circle and moldboard are designed to make it easy to keep the components tight. One person can easily adjust or replace the patented top-adjust drawbar wear inserts from the top of the drawbar plate, reducing downtime to save you money. Durable nylon composite wear inserts maximize circle torque and component life. Sacrificial brass wears strips between the blade mounting group and moldboard can be easily adjusted and replaced. The Shimless Moldboard Retention System uses vertical and horizontal adjusting screws to keep moldboard wear strips aligned for reduced blade chatter and precise blade control.

**RIPPER / SCARIFIER:**

A rear mount ripper / scarifier and hitch shall be supplied with grader. The ripper / scarifier shall be hydraulically operated with a down pressure regulator. The ripper shall hold 5 shanks with none supplied and the scarifier will hold 9 shanks with 9 supplied. Two ripper shanks slots shall be spaced to accommodate a roller compactor attachment and the remainder will be evenly spaced accordingly. Ripper will have option for float control with switch and wiring or a constant pressure regulator, wiring, and on/off switch.

Bid machine:

Ripper working width 84.3 inches  
Ripper shank spacing 21 inches  
Ripper penetration force 20,812 lbs.  
Ripper maximum penetration 16.8 inches  
Lift above ground 19.8 inches  
Ripper shank size 23 inches  
Scarifier working width 84 inches  
Scarifier shank spacing 10.5 inches  
Scarifier maximum penetration 16.8 inches  
Scarifier shank size 17 inches  
Down pressure regulator equipped: YES ☐ NO ☒

**\*\*Ripper accumulator kit for float available as an option from**

**Walk n' Roll to be added to the attachment, not the machine.**

**LIFT GROUP:**

Machine will be equipped with a Balderson style hydraulic front lift group for use with Henke 6 way folding V plows

**DIMENSIONS:**

Bid machine:

Overall weight with rear ripper / scarifier and front counterweight 48,350 lbs.

Overall length with rear ripper / scarifier and front counterweight 399" lbs.

Wheelbase 271" inches

Height to top of cab 130 inches

**TRAINING AND DIAGNOSTICS:**

With delivery of machine, a qualified representative shall instruct County operators and mechanics in the proper operation, servicing, lubrication, adjustments and preventative maintenance of the machine.

A complete set of printed service and parts manuals and diagnostic software shall be supplied with the machine.

A minimum of (4) four hours of on-site training will be provided. (1) one complete set of filters shall be provided.

State hours of training to be provided 4+

**WARRANTY PROGRAM AND SERVICE:**

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 and percentage number of parts which can be obtained for machine within a 36 hour period. Vendor may also provide any other material which he feels gives his machine an advantage on service and warranty. Vendor also is to state that he will supply Laramie County with an equivalent machine within a 48 hour period during the warranty period when a breakdown is due to a factory defect. Warranty period options and difference in pricing shall be provided for 7 year warranties. Please state any extended warranties and their associated cost in the warranty period.

Ability of bidder to provide superior warranty and service will be used to determine successful bidder.

A subscription to Vison Link, JD Link or similar service under alternate name shall be provided with a term to match the Warranty Period. Such subscription will be the top-tier offered, if multiple tiers are options.

Printed specifications on machine bid shall be presented. All above specifications filled in must be legible. With delivery of machines, Manufacturer's Statement of Origin and weight tickets shall be supplied.

**BUY-BACK:**

The seller shall provide Laramie County with an executed legal document supplied by the manufacturer or dealer stating what it will guarantee as buy back in the following years of the machine quoted:

\*7 years from date of delivery acceptance with +/- 10,500 hours

It shall be understood that this buy back does not obligate Laramie County to trade in. Please include any stipulations the County must comply with to meet buy back criteria supplied by the vendor. Quoted dollar amounts shall be in 2022 dollars. Discount rate used to bring to 2022 dollars shall be stated.

**POTENTIAL TRADE-INS:**

Laramie County requires a quote for used motor graders:

Cat 12M3

The machine may be viewed by contacting John Poelma, Assistant Director, at (307) 633-4302.

The County shall be the sole judge in determining which, if any, quotes will be accepted.

**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 at 13797 Prairie Center Circle, Cheyenne, Wyoming 82009 no later than **2:00 p.m., local time, on April 14, 2022**. Bids received after this time may not be considered.

#### **3.2 Delivery of Bids**

All bids shall be sealed and delivered or mailed to address to 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) 633-4302 or [john.poelma@laramiecountywv.gov](mailto:john.poelma@laramiecountywv.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 April 14, 2022 at 2:15pm 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) 633-4302 at least five (5) days prior to the date.

### **3.6 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.

### **3.7 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) **"One AWD Motor Grader."**

Submit questions to:

John Poelma

Assistant Director

Public Works

(307) 633-4302

[john.poelma@laramiecountywv.gov](mailto:john.poelma@laramiecountywv.gov)



### **3.8 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 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.laramiecounty.com> for any addenda.**

### **3.9 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.

### **3.10 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 issue.

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) 633-4302.

### **3.11 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.

### **3.12 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.

### **3.13 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.

### **3.14 Conflict of Interest Disclosure Form**

All respondents shall complete and have notarized the attached disclosure form of any potential conflict of interest that the respondent may have due to ownership, other clients, contracts, or interest associated with this project.

### **3.15 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.

### **3.16 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.

### **3.17 Waiver of Claims**

Once this contract expires, or final payment has been requested and made, the awarded respondent shall have no more than 30 calendar days to present or file any claims against the County concerning this contract. After that period, the County will consider the respondent to have waived any right to claims against the County concerning this agreement.

### **3.18 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

### **3.19 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.

### **3.20 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.

### **3.21 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.

### **3.22 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.

### **3.23 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.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. The respondent shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each respondent or vendor. The respondent and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended. Any information concerning the County, its products, services, personnel, policies or any other aspect of its business learned by the respondent or personnel furnished by the respondent in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the respondent or any employee or agents of the respondent or personnel furnished by the respondent, without the prior written consent of the County.

### **3.24 Claim Notice**

The respondent shall immediately report in writing to the County's designated representative or agent any incident which might reasonably be expected to result in any claim under any of the coverage mentioned herein. The respondent agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume' of claims experience relating to all respondent operations at the County project site.

### **3.25 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 of 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:

1. A brief history of the company
2. Organizational structure
3. Ownership interests
4. Active business venue (counties, states, etc.)
5. Present status and projected corporate direction
6. The firm’s overall qualifications to provide a summary of equivalent services as the Scope of Work.

#### **Tab 2 - Completed Bid Form (use attached form)**

#### **Tab 3 – References**

List at least three (3) recent references where the equivalent projects have been conducted within the past five years.

**Tab 4 – Conflict of Interest Disclosure Form**

All respondents shall properly complete, have notarized and attach with their bid the attached notarized disclosure statement.

**Tab 5 - 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 a respondent fails to notify the issuing office of any error, ambiguity, conflict, discrepancy, exclusionary specifications, or omission, the respondent shall submit a response at its own risk and under such conditions. 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.

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.

### **Sovereign 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.



April 7, 2022

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

Thank you for the opportunity to bid this Caterpillar motor grader 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



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**Trade References:**

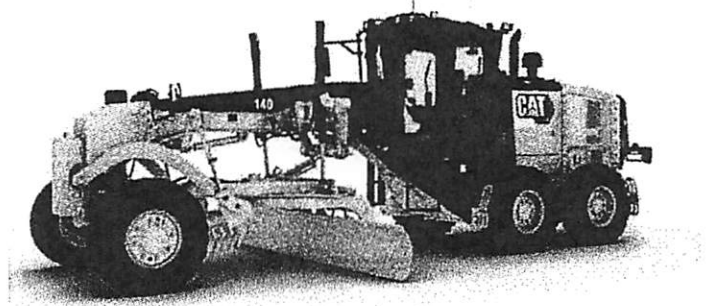
- 1.) Contact Name: WYDOT : Bryan Wenger Phone Number: (307) 777-4061  
Address: 5300 Bishop Blvd. City: Cheyenne State: WY Zip Code: 82001
- 2.) Contact Name: Albany County: Rob Fisher Phone Number: (307)742-2534  
Address: 2920 County Shop Rd. City: Laramie State: WY Zip Code: 82070
- 3.) Contact Name: Goshen County: Val Hankins Phone Number: (307) 532-3716  
Address: 7096 Goshen County Shop Rd. City: Torrington State: WY Zip Code: 82240



227205-01

April 8, 2022

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.

One (1) New Caterpillar Inc. Model: 140-15 AWD Motor Grader with all standard equipment in addition to the additional specifications listed below:

**STOCK NUMBER:** 02N3455

**SERIAL NUMBER:** 0EB300583

**YEAR:** 2022

**SMU:** NEW

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



**One (1) New Caterpillar Inc. Model: 140-15 AWD Motor Grader with all standard equipment in addition to the additional specifications listed below:**

## **Standard Equipment**

### **CONSIST NOTE**

#### **STANDARD EQUIPMENT:**

The standard equipment list includes key

components necessary for an operable machine.

### **POWERTRAIN**

Air cleaner, dual stage dry type radial seal with service indicator and automatic dust ejector  
Air-to-air after cooler (ATAAC)  
Belt, serpentine, automatic tensioner  
Brakes, oil disc, four-wheel, hydraulic  
Demand fan, hydraulic  
Differential, lock/unlock, Automatic  
Drain, engine oil, ecology  
Electronic over-speed protection  
Engine, C9 with ACERT technology, diesel

with automatic engine derate and idle control. EPA/ARB Tier 4 Final & EU stage IV certified Engine & Aftertreatment  
Parking brake, multi-disc, sealed and oil cooled.  
Sediment drain, fuel tank.  
Tandem drive  
Transmission, 8 speed forward and 6 speed reverse, power shift, direct drive  
VHP Plus (Variable Horse Power Plus)

### **ELECTRICAL**

Alarm, back-up  
Alternator, 150 ampere, sealed  
Batteries, maintenance free, heavy duty, 1125 CCA  
Breaker panel, ground accessible  
Electrical hydraulic valves  
Electrical system, 24 volt

Grade Control Ready (Cab harness, software, electrical hydraulic valves, bosses and brackets)  
Lights, reversing  
Lights, roading, roof-mounted, stop and tail, LED  
Starter, electric

### **OPERATOR ENVIRONMENT**

Air Conditioning with heater  
Articulation, automatic return to center  
Centershift pin indicator  
Display, digital speed and gear  
Doors, left and right side with wiper  
Gauge, machine level  
Gauges (analog) inside the cab (includes fuel, articulation, engine coolant temp, engine RPM, and hydraulic oil temp, DEF/AdBlue)  
Joystick, adjustable armrests  
Joystick gear selection, hydraulic power steering hydraulic controls (right/left, blade lift w/ float position, blade sideshift and tip, circle drive, centershift, front wheel lean and articulation and steering)  
Lights, night time cab

Messenger operator information system  
Meter, hour, digital  
Mirror, inside rearview, wide angle  
Power Port, 12V  
Radio Ready, Entertainment  
ROPS cab, sound suppressed  
- 69dB(A) - ISO 6394  
Seat, cloth-covered, comfort suspension  
Storage area for cooler/lunchbox  
Throttle control, electronic  
Windows: laminated glass  
- Fixed front with intermittent wiper  
- Door with intermittent wipers (3)  
Windows: Tempered  
- Left and right side wipers  
- Rear with intermittent wiper  
Cab Storage

### **SAFETY AND SECURITY**

Clutch, circle drive slip  
Doors, 2 engine compartment, (two left  
hand, two right hand) locking  
Doors, 2 service, left and right locking  
Ground level engine shutdown  
Hammer (emergency exit)

#### **TIRES, RIMS, AND WHEELS**

A partial allowance for tires on  
10" x 24" multi-piece rims is included

#### **FLUIDS**

Antifreeze

#### **OTHER STANDARD EQUIPMENT**

Accumulators -brake -dual certified  
Drawbar, 6 shoe w/replaceable wear strips  
Fluid check, ground level  
Fuel tank, 105 gallon (398 L)  
Ground level fueling  
DEF/AdBlue Tank, 5.5 gallon (21 L)  
Hydraulic lines for base functions  
Pump, hydraulic, high capacity

Horn, electric  
Lockout, hydraulic implement (for  
loading and servicing)  
Seat belt, retractable 3"  
Secondary steering  
Tandem walkway/guards

in the base machine price and weight.

Extended Life Coolant -35C/-30F

(98cc / 15 cu in)  
Radiator, cleanout access  
(both sides with swing doors)  
SOS ports - engine -hydraulic  
-transmission -coolant -fuel  
Tandem walkway/guards  
Tool box  
Debris Guard

## MACHINE SPECIFICATIONS

<b>140 AWD MOTOR GRADER</b>	577-3022	\$467,300.00	<b>BASE+6 (WM,WT+F,DA1,DA2,FL,RIP)</b>	481-8610	\$15,780.00
<b>ENGINE COOLANT HEATER (120V)</b> Engine coolant heater for 120 volt external power source.	249-5516	\$285.00	<b>SHANKS/TEETH, RIPPER/SCARIFIER</b> Nine shanks for ripper and scarifier combination.	4K-3330	\$1,625.00
<b>HIGH HALOGEN FRONT HEADLIGHTS</b> Provides HIGH bar headlights with front turn signals.	308-9371	\$745.00	<b>HIGH SPEED ENGINE OIL DRAIN</b>	501-1163	\$331.00
<b>FRONT LIFT GROUP</b>	312-2204	\$12,790.00	<b>CIRCLE SAVER</b> Remote Circle Drive Greasing point (Zerk). Located top of drawbar for easy servicing of circle drive gear. Helps the pinion maintain its lubrication caused by lack of grease in this component.	521-3250	\$277.00
<b>HITCH GUARD GROUP</b> Standard bottom plate just rear of articulation hitch	323-6970	\$0.00	<b>STANDARD FUEL TANK</b>	540-2373	\$0.00
<b> RIPPER/SCARIFIER</b> Hydraulic, rear mounted ripper with three, straight ripper shanks. Can accommodate two additional ripper shanks and nine scarifier teeth.	324-0889	\$23,610.00	<b>ENGINE (TIER IV)</b>	567-4685	\$0.00
<b>OUTSIDE HEATED MIRRORS (24V)</b> Provides mirrors with a 24V heating element to keep mirrors ice free in cold weather operations.	344-0984	\$775.00	<b>PERF BUNDLE CONTROLS</b> INCLUDES: Auto Articulation Stable Blade Advanced Joystick Controls Cross Slope	585-5221	\$18,030.00
<b>MOLDBOARD (14' PLUS)</b> Moldboard: 14' X 27" X 1"	349-3048	\$3,135.00	<b>REVERSING FAN</b> Provides a hydraulically driven demand fan that can reverse direction to prevent debris build up on the cooling package and engine enclosure. Includes automatic and manual controls for airflow reversal.	585-8823	\$3,595.00
<b>BLADE LIFT ACCUMULATORS</b> Provides hydraulic lines for base functions and accumulators for the blade lift. Allows approximately 1-3" of vertical blade travel to reduce impact loads. Nitrogen/oil accumulators activated by electric switch.	358-9338	\$5,410.00	<b>LED STROBE BEACON LIGHT</b> Amber high-speed strobe beacon	604-3258	\$655.00
<b>LIFT GROUP MOUNTING</b>	359-3925	\$510.00	<b>SERIALIZED TECHNICAL MEDIA KIT</b>	421-8926	\$0.00
<b>TRANSMISSION GUARD</b> Provides a steel guard to protect the transmission from ground debris.	366-2459	\$3,940.00	<b>REAR FENDERS</b>	568-3669	\$5,830.00
<b>INTERNAL SERVICE LIGHTS</b> Provides two lights operated by a single manual switch located in the rear enclosure. One light illuminates the engine compartment and the second light illuminates the hydraulic level sight gauge.	380-3070	\$224.00	<b>ARTICULATION GUARD</b> Provides protection for the articulation rods from snow, dirt and Highly recommended for snow removal applications, or below freezing	368-6239	
<b>PRECLEANER (SY-KLONE)</b>	380-6775	\$865.00	<b>NOKIAN GRS-14.00R24 TIRES</b>		
<b>GLOBAL ARRANGEMENT (LOW AMBIENT)</b> Provides brake accumulators for low ambient temperatures below -18C	385-9297	\$0.00	<b>SLOW MOVING SIGN</b>		
<b>CAB PLUS (STANDARD GLASS)</b> INCLUDES: - 150 amp alternator - Wiper/washer, rear	385-9554	\$1,280.00	<b>AMBER WARNING LIGHTS</b> (4) four total (2 front, 2 rear) amber LED flashing lights mounted at roof level.		
<b>SNOW WING MOUNT</b>	390-9182	\$2,655.00	<b>SERVICE MANUAL</b>	UENR3474	

SEAT BELT	394-1492	\$0.00	PARTS MANUAL	M0106940	
<b>COLD WEATHER PLUS PACKAGE</b> <b>INCLUDES:</b> - Ether Starting Aid - Cold Start; Transmission oil and fan brake bypass - Extreme Duty Batteries -1400 CCA - Cold Hydraulic Oil 0W-20	394-4524	\$4,365.00	CAT ELECTRONIC TECHNICIAN		
<b>WORKING PLUS HALOGEN LIGHTS</b> <b>INCLUDES:</b> - Lights, ripper - Lights, work, heel - Lights, work, midframe toe - Work Lighting switch	395-1967	\$1,195.00	7 YEAR VISIONLINK SUBSCRIPTION		
<b>EXTREME DUTY STARTER</b> Recommended for Cold weather applications Provides a 1000 Amp. starter	395-3547	\$471.00	FILTER KIT		
<b>SNOW ARRANGEMENT</b> <b>INCLUDES:</b> Warning Light Mount Autoshift Transmission Fold Down Arm Lights	396-1966	\$6,740.00	FIRE EXTINGUISHER		
<b>REAR VISION CAMERA</b> Provides a 115 degree color camera mounted on the rear of the hood that is connected to a 7 inch (178mm) LCD color display mounted in the cab which shows the view behind the machine.	396-3921	\$0.00			
<b>PREMIUM CAB (INTERIOR)</b> - Heated, ventilated air suspension seat - Premium 12V AM/FM/SXM radio with Bluetooth technology - USB port, and 3.5 mm AUX input XM/Sirius Satellite - Fan, rear window defroster - Communication (CB) Converter - Sun shade	397-7458	\$5,310.00			
<b>HALOGEN ROADING LIGHTS</b> Provides six halogen cab roof mounted roading lights	421-7810	\$0.00			
FRONT FENDERS	449-7700	\$4,400.00			
PRODUCT LINK (CELLULAR PLE742)	464-6442	\$0.00			
COOLANT 50/50,-35C (-31F)	469-8157	\$0.00			

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SELL PRICE (Before Trade-In)	\$385,460.00
EXT WARRANTY	Included
NET BALANCE DUE (Before Trade-In)	\$385,460.00

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**TRADE-INS**

Model	Make	Serial Number	Year	Trade Allowance
12M2	CATERPILLAR INC. (AA)	N9B	2015	\$110,000.00

**WARRANTY & COVERAGE**

**Standard Warranty:** Caterpillar Limited Warranty: 12 month / unlimited hour warranty.

**Extended Warranty:** **7 Year / 10500 Hour Total Machine Warranty**  
*Warranty includes travel time, per diem, deductibles, and mileage to perform any warranty work. Coverage machine will be provided if the unit is down for 48 hours or more (at the request of the customer). All failures (other than operational damage) related to the emissions module (including DPF) and downstream failures caused by or related to the Emissions Module will be covered under the Total Machine Warranty. Vendor will cover all freight costs associated with warranty repairs.*

**F.O.B./TERMS:**  
Cheyenne, WY

**DELIVERY:** 90 DAYS FROM AWARD DATE

**Customer Acceptance:**

Signed \_\_\_\_\_  
Print \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

## **GUARANTEED TRADE AGREEMENT**

**WHEREAS**, Laramie County Public Works and Wyoming Machinery Company have entered into a certain agreement as Purchaser and Seller of (1) 140AWD Motor Grader (hereafter referred to as 140AWD) in the amount of \$385,460.00 each plus fees and interest; Applicable serial number(s): N/A, **will assign if successful bidder.**

Laramie County Public Works agrees that the 140AWD, upon its return, shall:

1. Be in sound mechanical condition;
2. Have no cracked or broken glass;
3. Have no missing sheet metal or any damage to sheet metal;
4. Have no structural damage to the frame;
5. Tires with a minimum of 70%; and
6. Shall have no more than 1500 hours per year.
7. The unit must be operated and maintained according to the Caterpillar Operation and Maintenance Manual.

The guaranteed trade-in amount per 140AWD after 7 years/10,500 hrs is \$90,000.00

**IF MACHINE ACCUMULATES MORE THAN 10,500 HOURS, AN HOURLY RATE OF (CURRENT PUBLISHED OVERTIME RATE), WILL BE INVOICED AT THE TIME OF TRADE.**

The condition of the unit shall be determined by an inspection report by Wyoming Machinery Company prior to its return to Wyoming Machinery Company. If the unit does not meet the condition specified above, Wyoming Machinery Company has the option to accept the machine as-is and Laramie County Public Works shall be responsible for the cost to restore the unit to such condition.

**Customer Acceptance:**

Signed \_\_\_\_\_

Print \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_