

**AGREEMENT TO PROVIDE THE PURCHASE OF TWO NEW WR90-3 ROLLER  
COMPACTORS**

**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 5300 Old Yellowstone Hwy., Casper, WY 82604 ("CONTRACTOR").

**I. PURPOSE**

The CONTRACTOR is to provide the purchase of two new WR90-3 Roller Compactors 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 Roller Compactor 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 \$65,860.00 (bid amount), unless negotiated by both parties in writing. Payment will be made to CONTRACTOR for materials upon invoice. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended). This project is being paid for with Federal ARPA Funds (CFDA #21.027).

**IV. RESPONSIBILITIES OF CONTRACTOR**

- A. CONTRACTOR shall provide (2) new WR90-3 Caterpillar Roller Compactors as specified in the bid attached hereto as Exhibit B.
- B. CONTRACTOR shall work closely with COUNTY in coordinating the purchase and delivery, CONTRACTOR will work with COUNTY as needed in accordance with such individuals or curriers as deemed appropriate by COUNTY.
- C. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR, which are directly pertinent to this specific Agreement for

purposes including but not limited to audit, examination, excerpts, and transcriptions.

## **V. GENERAL PROVISIONS**

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

B. Entire Agreement: This Agreement (5 pages), and the attached RFB (13 pages) and the attached Proposal (23 pages) represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

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

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

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

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

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

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

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

J. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

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

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

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

N. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

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

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

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

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

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**AGREEMENT TO PROVIDE THE PURCHASE OF TWO NEW WR90-3 ROLLER  
COMPACTORS**

**between**

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

**LARAMIE COUNTY, WYOMING**

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

ATTEST:

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

**CONTRACTOR: WYOMING MACHINERY COMPANY**

By: \_\_\_\_\_ Date 5/9/22  
Name: JEFF BAYNARD  
Title: SALES REP

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

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

By: \_\_\_\_\_ Date 5/11/22  
Laramie County Attorney's Office

## Sandra Newland

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**From:** John Poelma  
**Sent:** Thursday, May 5, 2022 9:49 AM  
**To:** Sandra Newland  
**Cc:** Molly Bennett  
**Subject:** RE: Final Bid Tabulation Sheet

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Sandra,

We have decided to go with the WR90-3 Roller compactors from Wyoming Machinery Company for \$65,860.00. We realize that we were only rewarded \$60,000 in ARPA funding and we will cover the rest out of our budget. Please let me know if you have any questions or need more information.

Thanks,

*John Poelma*

Assistant Director  
Laramie County Public Works  
13797 Prairie Center Circle  
Cheyenne, WY 82009  
Phone: (307) 633-4690  
Email: [jpoelma@laramiecounty.com](mailto:jpoelma@laramiecounty.com)

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**From:** Sandra Newland <sandra.newland@laramiecountywy.gov>  
**Sent:** Wednesday, April 27, 2022 4:13 PM  
**To:** John Poelma <John.Poelma@laramiecountywy.gov>  
**Subject:** Final Bid Tabulation Sheet

Hi John,

Attached is the typed up bid tabulation sheet. All vendors have an active sam.gov registration. Let me know when you are ready to move forward and I will get the contract drafted.

Side note, Joe has approved all bid items so I am getting ready to send those to Erin for the website and to the paper for publication.

Thank you!  
~Sandra

*Sandra Newland*

310 W.19<sup>th</sup> Street, Suite 140  
Cheyenne, WY 82001  
Laramie County Grants Manager  
307-633-4201

Bid Tabulation- PW Motor Grader Compactor  
Wednesday April 27, 2022 at 2:15pm

<u>Bidder</u>	<u>Experience</u>	<u>Meets Specifications</u>	<u>Schedule</u>	<u>Past Performance</u>	<u>Insurance and Bond</u>	<u>Bid Price</u>
Bulldogger Services Inc.	Yes	Final Pass Road Packer	?	Have not worked with Vendor.	NA	\$47,629.00
Wyoming Machinery Company	Yes	WR90-3	Approximately 90 days	Yes	NA	\$65,860.00
Wyoming Machinery Company	Yes	WR75-3	Approximately 90 days	Yes	NA	\$60,380.00
Honnen Equipment	Yes	WR75-3	?	Yes	NA	\$64,900.00

**BID FORM**

TO:

Name and Address

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

have carefully examined the specifications to furnish: Two Motor Grader Wheel Compactors for which bids were advertised to be received **no later than 2:00 p.m., local time, April 27, 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: \$ 65,860.00 (WR90-3)

The above prices are all inclusive; County shall pay no other forms of compensation. The County reserves the right to add additional related services that were not known at the time of the publishing of this RFB to any resulting contract, upon negotiations with awarded contractors that is mutually agreeable.

Have you supplied the Submittal Requirements outlined above? X YES        NO

Laramie County reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Request for Bids and, that I as the respondent, will comply with all requirements, and that I am duly authorized to execute this bid/offer document and any contract(s) and/or other transactions required by award of this RFB.

Company Wyoming Machinery Company  
By Jeff Baynard (Print name)  
Signature Jeff Baynard  
Address 7819 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: [Signature]  
Printed Name: JEFF BAYNARD  
Firm Name: WYOMING MACHINERY COMPANY  
Date: 4/26/2026

Sworn to and subscribed before me this 26 day of April, 2022.  
Notary Public - State of WY  
My Commission expires 05/12/2025

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

State of WY  
County of Laramie  
Subscribed and sworn before me this 26 day  
of April, 2022  
By Caitlin Kent

Notary Public  
My commission expires: 05/12/2025





227303-01

April 25, 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.

Two (2) New **WR90-3** standard equipment in addition to the additional specifications listed below:

**MACHINE SPECIFICATIONS**

WR90-3 Walk'n'Roll Packer/ Roller	Articulator - Manual Lock
Quick Attach for Ripper Mount	John Deere Spacer for Articulator

**SELL PRICE****\$65,860.00****OPTIONS (Not Included In Sales Price):**

Components	Ref No.	Qty	Sell
<b>Other Components</b>			
Accumulator Kit		1 each	<b>\$1,940.00</b>

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

Sincerely,

Jeff Baynard  
 Machine Sales Representative  
 Wyoming Machinery Company  
 JRBaynard@wyomingcat.com  
 (307) 631-9066

**LIMITED WARRANTY: Walk 'n' Roll packer/roller:**

Each machine manufactured by Al's Metal Work, Inc. ("Walk 'n' Roll" or the "Company") is warranted against defects in material and workmanship for a period of 36 months provided the machine is used in a normal and reasonable manner. This limited warranty is applicable only to the original user-purchaser for a period of thirty six (36) months (as measured from the date of delivery to the original user-purchaser) and is non-transferable.

During the Limited Warranty Period Al's Metal Work, Inc. will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or workmanship. Repairs or replacements are to be made at the selling dealer's location or at other locations approved by Al's Metal Work, Inc.

**The Walk 'n' Roll packer/roller Limited Warranty shall not apply to:**

- Parts or components such as but not limited to Wheels, Hubs, Spindles, Bearings, hydraulic cylinders, hydraulic hoses and tires that have a separate warranty by the original manufacturer.
- Normal adjustments and maintenance services, labor, travel time and expenses.
- Failures resulting from the machine being operated in a manner or for a purpose not recommended by Al's Metal Work, Inc.
- Repairs, modifications or alterations without the express written consent of Al's Metal Work, Inc., which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
- Items subject to misuse, negligence, accident or improper maintenance.

\*NOTE\* the use in the product of any part other than parts approved by Al's Metal Work, Inc. may invalidate this warranty. Al's Metal Work, Inc. reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make Al's Metal Work, Inc. liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

**If the tires are filled with fluid or foam the warranty will be void!**

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

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

Al's Metal Work, Inc. reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

**WR90 Series 3 Walk 'n' Roll packer/roller Specifications:**

1. 90" packing width.
2. Heavy 12" X 6" single beam main frame with high arch gooseneck
3. Six heavy duty independent walking beams
4. 2" X 12" hardened steel pivot pins
5. Five inches of bushing.
6. Twelve easy access 7.50 X 15 smooth roller tires
7. Individual 6,000 lb. hubs with square spindles
8. Six easy to reach grease zerks.
9. Machine weight not to exceed 3,500 lbs.
10. Must be manufactured in the United States of America

**REQUEST FOR BIDS**  
**Laramie County Public Works**  
**Two Motor Grader Wheel Compactors**  
**Closing Date: April 27, 2022**

**Purpose of Request for Bids**

**Laramie County is soliciting competitive sealed bids from qualified vendors who can provide two motor grader wheel compactors for Laramie County Public Works. This project is being paid for with Federal ARPA funds (CFDA #21.027).**

**Table of Contents**

**Sections**

- 1.0 Purpose & Overview**
- 2.0 Scope of Services**
- 3.0 General Terms & Conditions**
- 4.0 Submittal Requirements**
- 5.0 Disclosures**

**Attachments**

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



## **1.0 PURPOSE & OVERVIEW**

Laramie County is soliciting competitive sealed bids from qualified vendors to provide two motor grader wheel compactors for Laramie County Public Works.

## **2.0 SCOPE OF SERVICES**

Motor grader wheel compactors to meet these specifications or have equivalent equipment/features.

### **Unit Specifications**

- Packing width to be 75"-108" wide with offsetting (staggered) packing wheels
- Packer not to exceed 72" in length
- Packer not to exceed 4,000 lbs.
- Packing wheels to pivot or equivalent method to follow machine on radius and articulation with locking pin for reverse packing
- Minimum individual 3,500 lbs. hubs with spindle
- Sealed bearings with grease zerks
- Easy to reach grease zerks
- Ripper shank pocket mounting - must match both Caterpillar 12m3 and John Deere 672GP ripper shank spacing specifications

### **Other**

- Warranty – minimum of 36 month, defect in material and workmanship
- Manuals – Printed and PDF versions of parts, service, and repair manuals provided

### **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 27, 2022**. Bids received after this time will 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 307-633-4690 or [John.Poelma@laramiecountywy.gov](mailto:John.Poelma@laramiecountywy.gov) to discuss the bid with the County if needed.

#### **3.4 Public RFB Opening**

Only the names of the vendors submitting bids will be read aloud at the RFB opening. The bids will be available for inspection during normal business hours in the Laramie County Public Works Department within three (3) working days of the closing date, by appointment.

Bid opening will occur on April 27, 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) 633-4690 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) "**Motor Grader Wheel Compactors.**"

Submit questions to:

John Poelma  
Assistant Director Public Works  
13797 Prairie Center Circle  
Cheyenne, WY 82009  
307-633-4690  
[John.Poelma@laramiecountywy.gov](mailto:John.Poelma@laramiecountywy.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 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.

### **3.11 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

---

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 Trapblaster<sup>7</sup> 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
- 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

Don't try this unless you have a **Walk 'n' Roll** packer/roller



This is a WR300 Walk 'n' Roll Oscillator mounted on the rear of a 60,000lb. 16M Caterpillar Motor Grader. The unit is working in Alaska.

**Now You Can Compact Your Road While Turning a Corner With the Walk 'n' Roll Articulator**



Manual lock-up when transporting or backing up is standard.  
Electric lock-up is available as an option.

(Can be retrofitted to any Walk 'n' Roll packer)

Products are known for quality and innovative design. The standard provides our customers with high re-sale value.

Our manufacturers make continuous improvements in their products. We reserve the right to change specifications without notice. Photos and illustrations in this brochure may contain standard and optional equipment.

Products are distributed exclusively by:

Iycox Enterprises, Inc.

6508 S. Frontage Rd., Billings, MT 59101  
406-294-1936, Toll Free: 866-865-1936  
www.walknrollpackers.com



YOUR AUTHORIZED DEALER



**Buy America! Hire America!**

**Walk 'n' Roll** packer/roller

"King of the Grader Attached Compactors"

The Series 3 Walk 'n' Roll packer/roller has Independent Walking Beams providing 100% coverage for maximum compaction with NO ROLL OVER of voids in the road base. Independent Walking Beams also creates a better kneading effect on the soil giving a more uniform surface compaction.

*One man can  
do the work of two,  
blade & compact  
the road in one operation!*



A Budget Saving Tool  
for Better Roads,  
with Less  
Road Maintenance!



**THE RETRIEVER**

"King of the Gravel Reclaimers"

... An Investment that actually  
Saves you Time and Money



- Retrieve lost gravel back to road surface
- Fill pavement edge ruts and recycle support material
- Mulch roadside berm for lump-free spreading
- Reduces mowing - mulches growth below the surface
- Increase road safety - maintain a safe driving surface on shoulder
- Extend road life - removes berm to allow water run off
- Operates at 5 - 10 MPH
- Operator remains safely on road surface

**OUR PRODUCTS** are **BUILT WITH PRIDE** in the **USA**



DISTRIBUTED EXCLUSIVELY BY:

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Phone: 406-294-1936 • Toll Free 866-865-1936  
www.walknrollpackers.com





## We build 8 Different Models of **Walk 'n' Roll** packer/rollers



The unit shown is a WR75 Straight Frame Walk 'n' Roll packer/roller.



The unit shown is a WR90 Twin Frame Oscillator Walk 'n' Roll packer/roller.



The unit shown is the WR90RL. This unit will Side-Shift 24" to the Right or Left.

We also build a WR75R and a WR90R Hydra-Slide. These units Side-Shift 36" to the Right

WALK 'N' ROLL SPECIFICATIONS:	WR75-S STRAIGHT FRAME	WR90-S STRAIGHT FRAME	WR105-S STRAIGHT FRAME	WR75-H STRAIGHT FRAME	WR90-O OSCILLATOR	WR90-OH OSCILLATOR	WR90-H HYD SIDESHIFT	WR105-H HYD SIDESHIFT
Heavy Duty Independent Walking Beams that pivot on 2" X 12" hardened steel pins with 5" of bushings.	FIVE	SIX	SEVEN	FIVE	SIX	SIX	SIX	SEVEN
Compaction Width	75"	90"	106"	75"	90"	90"	90"	105"
Easy Access 750 X 15 14ply smooth roller tires mounted on individual 6,000 lb hubs.	10	12	14	10	12	12	12	14
Heavy 12" X 6" Box Beam Frame with High Arch Gooseneck	YES	YES	YES	YES	YES	YES	YES	YES
Easy to reach frame mounted grease zerk	FIVE	SIX	SEVEN	FIVE	SIX	SIX	SIX	SEVEN
Self Contained Jack Stands	YES	YES	YES	YES	YES	YES	YES	YES
Two Heavy Duty Quick Attach Ripper Receivers or Quick Attach Brackets	YES	YES	YES	YES	YES	YES	YES	YES
Machine Weight	3000	3400	3800	3200	3500	3800	3600	4250
Manufactured in the USA	YES	YES	YES	YES	YES	YES	YES	YES
* Hydra-Slide Hydraulic Sideshift available on straight frame models					36" Right for large Motor Graders.	36" Right for large Motor Graders.	24" Right or Left or 36" Right	36" Right for large Motor Graders.
** Oscillator with twin box beam frame to follow the contour of the road.					Heavy 12" X 6" Twin Box Beam Frame	Heavy 12" X 6" Twin Box Beam Frame		

### OPTIONAL:

Heavy Duty Lift Assembly, in lieu of a rear ripper/	YES	YES	YES	YES	YES	YES	YES	YES
Pickup Tow Hitch	YES	YES	YES	YES	YES	YES	NO	NO
In Cab Pressure Gauge, manual or electric in cab activation.	YES	YES	YES	YES	YES	YES	YES	YES
Accumulator	YES	YES	YES	YES	YES	YES	YES	YES
Quick Attach	YES	YES	YES	YES	YES	YES	YES	YES
Articulator	YES	YES	YES	YES	YES	YES	YES	YES

## NO RIPPER?

### NO PROBLEM!

Walk 'n' Roll Parallel Lift, Lift Assembly



The Walk 'n' Roll Heavy Duty Lift Assembly attaches to the motor grader like a factory rear ripper. It uses the same bolt pattern so there is no welding or holes to drill to mount the lift assembly. The lift assembly requires an extra valve and hydraulics to the rear of the motor grader. Parallel lift raises and lowers the front and rear tires simultaneously assuring equal pressure on all of the tires.

The Accumulator and Quick-Attach are standard on the Walk 'n' Roll Lift Assembly. The Quick-Attach allows easy on - easy off of the grader. It's a one man operation.



Quick-Attach



Ripper Receiver

The Quick-Attach is optional for ripper mounted packers. The Quick-Attach brackets are mounted on the Walk 'n' Roll packer and the ripper receivers are loose and can be manually placed in the ripper pocket.

See the Walk 'n' Roll video on our website

[www.walknrollpackers.com](http://www.walknrollpackers.com)

You will see the WR75 in Action



**THE RETRIEVER**  
"Wing of the Gravel Rockblower"  
... An Investment that actually Saves you Time and Money



### Front-Mount System

- Connects with a quick hitch to an existing front lift group
- Operator is working in driving direction
- Depth control

### Wing-Mount Retriever

- Mounts to existing side Grader snow wing
- Greater stability on Grader & reaches further out
- Depth control

### Tractor-Mount Retriever

- Mounts to any 3pt hitch (lower 2 arms only)
- Rear wheel on carrying frame, no stress on 3pt
- Depth control on carrying frame
- Gang floats independent of tractor, which enables gang to follow contour of surface

### RETRIEVER SPECIFICATIONS

	GRADER MOUNT (QUICK HITCH)	GRADER (WING MOUNT)	*TRACTOR MOUNT
FRAME	5' X 5' X 5/16"	5' X 5' X 5/16"	5' X 5' X 5/16"
GANG SHAFT	2 1/4" #1045	2 1/4" #1045	2 1/4" #1045
24" DISCS	ELEVEN	ELEVEN	ELEVEN
22" DISCS	ONE	ONE	ONE
DISC SPACING	6" BETWEEN DISCS	6" BETWEEN DISCS	6" BETWEEN DISCS
BEARINGS	2-4 BOLT PULLER BLOCK TIMKEN DUAL RACED TAPERED ROLLER BEARINGS	2-4 BOLT PULLER BLOCK TIMKEN DUAL RACED TAPERED ROLLER BEARINGS	2-4 BOLT PULLER BLOCK TIMKEN DUAL RACED TAPERED ROLLER BEARINGS
DISC ANGLE	25 DEGREES FROM DIRECTION OF TRAVEL	25 DEGREES FROM DIRECTION OF TRAVEL	25 DEGREES FROM DIRECTION OF TRAVEL
CONNECT	PARALLEL FRONT MOUNT LIFT SYSTEM (BALDWIN, FALLS, ETC.)	CONNECT TO EXISTING WING POST	3 POINT TRACTOR MOUNT
WEIGHT	2500LBS	1500 LBS	2000



THE RETRIEVERS ARE  
"BUILT WITH PRIDE IN THE USA"



# STATE OF WYOMING

## CERTIFICATE OF RESIDENCY



Contractor Number: 1119

THIS CERTIFIES THAT:

### WYOMING MACHINERY CO.

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED.

GRANTED THIS 2nd DAY of JULY TWO THOUSAND AND 21

  
Trevor Mansfield, Business Manager

EXPIRATION DATE: 7/1/2022



To verify the authenticity of the certificate,  
please contact our office at 307-777-7261 or visit  
[wyomingworkforce.org/businesses/labor/info](http://wyomingworkforce.org/businesses/labor/info)

CERTIFICATE SERIAL NUMBER: 207202149

**REQUEST FOR BIDS**  
**Laramie County Public Works**  
**Two Motor Grader Wheel Compactors**  
**Closing Date: April 27, 2022**

**Purpose of Request for Bids**

**Laramie County is soliciting competitive sealed bids from qualified vendors who can provide two motor grader wheel compactors for Laramie County Public Works. This project is being paid for with Federal ARPA funds (CFDA #21.027).**

**Table of Contents**

**Sections**

- 1.0 Purpose & Overview
- 2.0 Scope of Services
- 3.0 General Terms & Conditions
- 4.0 Submittal Requirements
- 5.0 Disclosures

**Attachments**

- Bid Page
- Conflict of Interest Form

## **1.0 PURPOSE & OVERVIEW**

Laramie County is soliciting competitive sealed bids from qualified vendors to provide two motor grader wheel compactors for Laramie County Public Works.

## **2.0 SCOPE OF SERVICES**

Motor grader wheel compactors to meet these specifications or have equivalent equipment/features.

### **Unit Specifications**

- Packing width to be 75"-108" wide with offsetting (staggered) packing wheels
- Packer not to exceed 72" in length
- Packer not to exceed 4,000 lbs.
- Packing wheels to pivot or equivalent method to follow machine on radius and articulation with locking pin for reverse packing
- Minimum individual 3,500 lbs. hubs with spindle
- Sealed bearings with grease zerks
- Easy to reach grease zerks
- Ripper shank pocket mounting - must match both Caterpillar 12m3 and John Deere 672GP ripper shank spacing specifications

### **Other**

- Warranty – minimum of 36 month, defect in material and workmanship
- Manuals – Printed and PDF versions of parts, service, and repair manuals provided

### **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 27, 2022**. Bids received after this time will 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 307-633-4690 or [John.Poelma@laramiecountywy.gov](mailto:John.Poelma@laramiecountywy.gov) to discuss the bid with the County if needed.

#### **3.4 Public RFB Opening**

Only the names of the vendors submitting bids will be read aloud at the RFB opening. The bids will be available for inspection during normal business hours in the Laramie County Public Works Department within three (3) working days of the closing date, by appointment.

Bid opening will occur on April 27, 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) 633-4690 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) "**Motor Grader Wheel Compactors.**"

Submit questions to:

John Poelma  
Assistant Director Public Works  
13797 Prairie Center Circle  
Cheyenne, WY 82009  
307-633-4690  
[John.Poelma@laramiecountywy.gov](mailto:John.Poelma@laramiecountywy.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 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.

### **3.11 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.

**BID FORM**

TO:

Name and Address

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

\_\_\_\_\_ have carefully examined the specifications to furnish: Two Motor Grader Wheel Compactors for which bids were advertised to be received **no later than 2:00 p.m., local time, April 27, 2022** 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# \_\_\_\_\_ Fed. I.D. # \_\_\_\_\_

## CONFLICT OF INTEREST & DISCLOSURE FORM

I HEREBY CERTIFY that

I (*printed name*) \_\_\_\_\_  
am the (*title*) \_\_\_\_\_  
and the duly authorized representative of the firm of (*Firm Name*) \_\_\_\_\_  
whose address is \_\_\_\_\_

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public - State of \_\_\_\_\_

My Commission expires \_\_\_\_\_

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