

**AGREEMENT TO PROVIDE THE PURCHASE OF A USED 2018 CASE IH OPTUM
300 CVT TRACTOR**

between

LARAMIE COUNTY, WYOMING and WYOMING MACHINERY COMPANY.

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

I. PURPOSE

The CONTRACTOR is to provide the purchase of a used 2018 CASE IH Optum 300 CVT Tractor to the Public Works Department.

II. TERM

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

III. PAYMENT

COUNTY shall pay CONTRACTOR for services upon receipt of the CONTRACTOR'S invoice to the COUNTY. The total payment to CONTRACTOR under this Agreement shall not exceed \$155,000, unless negotiated by both parties in writing. Payment will be made to CONTRACTOR for materials upon invoice. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended). This project is being paid for with Federal ARPA Funds (ALN #21.027).

IV. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall provide a used 2018 CASE IH Optum 300 CVT Tractor.
- 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 quote (1 page) 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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300 CVT TRACTOR**

between

LARAMIE COUNTY, WYOMING and WYOMING MACHINERY COMPANY.

By: _____ Date _____
Chairman Laramie County Commissioners

ATTEST:

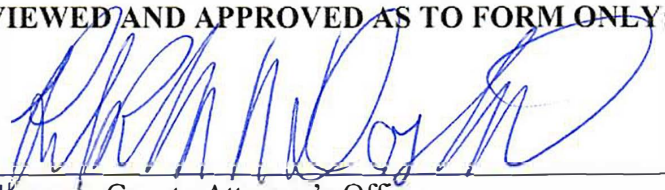
By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: WYOMING MACHINERY COMPANY

By:  _____ Date 02/23/2024
Name: Jeff Baynard
Title: Territory 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 2/26/24
Laramie County Attorney's Office



231063-01

Feb 07, 2024

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

Attention: JOHN POELMA



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

STOCK NUMBER: **SERIAL NUMBER:** TJE806082 **YEAR:** 2018 **SMU:** USED

MACHINE SPECIFICATIONS**2018 CASE IH OPTUM 300 CVT TRACTOR**

SELL PRICE	\$155,000.00
TRANSPORTATION / DELIVERY	\$2,100.00
TOTAL SALE PRICE	\$157,100.00

WARRANTY & COVERAGE: NO IMPLIED WARRANTY : AS-IS

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

WYOMING MACHINERY CO

Unique Entity ID DN2KHNL55FU4	CAGE / NCAGE 3MER1	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Dec 10, 2024	
Physical Address 5300 Old Yellowstone HWY Casper, Wyoming 82604-1954 United States	Mailing Address PO Box 2335 Casper, Wyoming 82602-1954 United States	

Business Information

Doing Business as WYOMING MACHINERY CO INC	Division Name (blank)	Division Number (blank)
Congressional District Wyoming 00	State / Country of Incorporation Wyoming / United States	URL www.wyomingcat.com

Registration Dates

Activation Date Dec 22, 2023	Submission Date Dec 11, 2023	Initial Registration Date Nov 21, 2003
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Entity Dates

Entity Start Date Sep 9, 1969	Fiscal Year End Close Date Dec 31
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Immediate Owner

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

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

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

Proceedings Questions

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

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

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

Yes

Entity Types

Business Types

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

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

Accepts Credit Card Payments	Debt Subject To Offset
Yes	No

EFT Indicator	CAGE Code
0000	3MER1

EFT Indicator	CAGE Code
2335	4UU84

Electronic Business

MATT BEARDSLEY P.O. Box 2335
Casper, Wyoming 82602
United States

Tessa E Pulsipher, Credit Manager
5300 West Old Yellowstone HWY
Casper, Wyoming 82604
United States

NAICS Codes

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

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

This entity does not appear in the disaster response registry.