

**REQUEST FOR PROPOSAL (RFP) FOR THE  
PURCHASE OF A COMPACT TRACK LOADER BY  
LARAMIE COUNTY EVENTS DEPARTMENT**

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**A. PURPOSE OF THIS RFP**

The Laramie County Events Department (Events Dept.) is seeking sealed bid proposals from qualified vendors for the purchase of: one (1) new 2020 compact track loader, (a.k.a. skid loader/skid steer loader), **until 2:00 p.m., May 29<sup>th</sup>, 2020**, at which time the bids will be publicly opened, for furnishing the materials, supplies, equipment and/or services, as shown below and/or attached hereto and in accordance with bidding conditions, specifications and/or special provisions attached. **This document must be completed and returned to Laramie County Events Department prior to the bid closing deadline of May 29<sup>th</sup>, 2020 at 2:00 p.m. Vendors who do not complete and return this document will be rejected.**

This RFP is aimed at providing interested vendors the necessary information for preparing quotes that will meet the Events Dept.'s specific needs. This RFP is also aimed at awarding a contract that guarantees response time and rates for the Events Dept.

**B. PROPOSAL REQUIREMENTS**

The response to this RFP should include the following information:

- i. A fee schedule including material markup price, and any other fees and conditions or documents associated with the purchase of the skid loader/steer loader.
- ii. A list of no less than two municipal or corporate references from customers for whom you have provided the same or similar products.

**C. DELIVERY OF PROPOSALS**

- i. All proposals shall be sealed and delivered or mailed (faxes will not be accepted). Respondents should submit three (3) copies of the response to this RFP. The maximum number of pages, addressing the contract shall be four (4). This total does not include the bid proposal documents or resumes. Limit resumes to a maximum of two pages per individual. Sealed proposals shall be clearly marked and delivered to:

Dan Ange, Events Director  
Laramie County Events Department  
3801 Archer Pkwy  
Cheyenne, WY 82009

Labeled: **Proposal for the Purchase of a Compact Loader**

- ii. Firms mailing their responses should allow mail delivery time to ensure timely receipt of their submittal. Postmarks will not qualify as evidence of a timely submittal. Faxed copies will not be accepted. Responses received after the deadline will be considered as untimely and non-responsive.
- iii. All RFP submittals shall become property of the Events Dept., will not be returned, and are considered public records after the contract is awarded.
- iv. This RFP shall not in any way commit the Events Dept. or any of its agents to enter into any agreement, to pay any costs incurred in the preparation of any response to this RFP, or to procure or contract for any services or supplies.

- v. Events Dept. reserves the right to reject any or all responses submitted to this RFP, to enter into a contractual agreement with any contractor submitting a response to this RFP, to delay and/or cancel in part or in its entirety this RFP if it is in the best interest of Laramie County.
- vi. Events Dept. reserves the right to waive any inconsistencies or discrepancies in this RFP if it is determined that it is in their best interest to do so. Events Dept. may also reject responses that do not meet the requirements of the RFP in any respect.
- vii. Proposer certifies that this proposal has been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

**D. SPECIFICATION REQUIREMENTS:**

The contractor will be responsible for the supply and delivery of one (1) new compact 2020 track loader, (a.k.a. skid loader/skid steer loader) with the following specifications:

**Article Required:** Description - All equipment to be factory installed and all standard equipment to be provided. If this is not included, the bidder must note exception. Please include a specification sheet including make and model of tractor proposed. The Agency has the right to reject any bid specifications that are deemed “inadequate” if the quality and performance do not meet that of our work duties required.

**Base Model:** Track loader with vertical lift, counter weights, full size bucket and fully enclosed cab including all amenities. Machine attachment option will be line item options separate from the standard bid.

**Basic Specifications**

- Y\_\_\_ N\_\_\_ Net power using SAE 1349 shall be at least 73.2 hp (54.6 kW)
- Y\_\_\_ N\_\_\_ Gross power using SAE J1995 shall be at least 74.3 hp (55.4 kW)
- Y\_\_\_ N\_\_\_ Operating weight shall be 9154 lb (4152 kg) when equipped with 15.7 in (400mm) wide tracks
- Y\_\_\_ N\_\_\_ Machine shall have a maximum length of 137.3 in (3486 mm) with bucket on ground and 108.9 in (2767 mm) without bucket on ground
- Y\_\_\_ N\_\_\_ Machine width shall be 69 in (1755 mm) when equipped with 15.7 in (400mm) wide tracks
- Y\_\_\_ N\_\_\_ Machine height at the top of the cab shall be 83.1 in (2111 mm)

**Engine**

- Y\_\_\_ N\_\_\_ Engine shall be a 3.3 L, Turbo Diesel Engine, meeting Tier 4 Final and EU Stage V emissions standards or equivalent
- Y\_\_\_ N\_\_\_ The engine emissions solution shall incorporate the latest Tier 4 Final emissions technology which captures particulate matter by utilizing a wall flow filter design
- Y\_\_\_ N\_\_\_ 110 volt engine coolant block heater will be provided
- Y\_\_\_ N\_\_\_ Engine shall be direct fuel injected, turbocharged, liquid cooled and shall have four cylinders
- Y\_\_\_ N\_\_\_ Engine shall have a total displacement of not less than 203 in3 (3.3 L)
- Y\_\_\_ N\_\_\_ The engine shall be equipped with an alternator that has a charging capacity of at least 80 amperes
- Y\_\_\_ N\_\_\_ Glow plugs shall be provided for improved starting in cold weather (not ether starting aid)
- Y\_\_\_ N\_\_\_ Air filtration shall be accomplished via a radial seal air cleaner with a secondary backup, as well as a convenient in-cab air flow restriction indicator. The air intake system shall be designed to accept an external pre-cleaner
- Y\_\_\_ N\_\_\_ The machine shall not have any cooling cores or condenser mounted or stacked on top or below the radiator, restricting cooling capability
- Y\_\_\_ N\_\_\_ The engine and hydraulic oil coolers shall have an ambient temperature cooling capacity of 109 degrees F (43 degrees C)
- Y\_\_\_ N\_\_\_ The cooling system shall pull air in from the rear of the machine and exhausted through the top of the cooling package, directing it away from the operator and site bystanders
- Y\_\_\_ N\_\_\_ The cooling fan shall not be belt driven, but should be powered by a hydraulic motor that is demand driven (activated by an electrical solenoid) based on climate and heat loads. When fan is active it must maintain

constant airflow and fan speed, even under a load that would cause the engine to lug

Y\_\_\_ N\_\_\_ The machine shall have an electronic torque management system that automatically de-strokes the hystat pump to reduce the chance of stalling the engine during lugging

Y\_\_\_ N\_\_\_ There shall be no more than two belts driven off the engine

Y\_\_\_ N\_\_\_ The machine shall have braided, color-coded and numbered wiring harness for easy diagnostics

Y\_\_\_ N\_\_\_ The machine shall have sealed pin connectors to prevent dirt and moisture infiltration

Y\_\_\_ N\_\_\_ The machine shall be equipped with a battery that has at least 12 volts and 850 CCA for cold start capabilities in 32 degrees F (0 degrees C) climate

Y\_\_\_ N\_\_\_ Battery Disconnect switch (master switch) must be available which will provide a basic level of machine security and prevent battery drain during periods of inactivity

Y\_\_\_ N\_\_\_ The machine shall be equipped with a water-in-fuel sensor and in cab indicator

Y\_\_\_ N\_\_\_ Exhaust flow and cooling package airflow should be mixed to reduce temperature of exhaust gases leaving the exhaust stack

### **Powertrain/Transmission**

Y\_\_\_ N\_\_\_ Two hydrostatic axial piston drive pumps shall be splined directly to the engine via a flexible coupling for maximum efficiency, reliability and serviceability and shall power the final drive motors, driving the tracks

Y\_\_\_ N\_\_\_ Hydrostatic drive pumps shall be contained in a mono-block housing for maximum reliability and durability

Y\_\_\_ N\_\_\_ The drive system shall be of an internal positive drive type, designed to eliminate the steel on steel contact of tooth and sprocket engagement, and shall instead consist of a system in which stationary inner pins with external roller sleeves drive molded composite rubber lugs internal to the track

Y\_\_\_ N\_\_\_ Hand and foot throttles shall be provided to allow the operator to match engine speed to a task. The hand throttle shall allow the operator to maintain consistent engine speed and the foot throttle shall allow the operator to vary engine speed and minimize fuel consumption

Y\_\_\_ N\_\_\_ Electronic hand throttle (dial) shall be provided to allow the operator to match engine speed to a task. The hand throttle shall allow the operator to maintain consistent engine speed when desired. Hand throttle (dial) will have capability to provide 'decel' functionality when hand throttle (dial) is placed in the High Idle position

Y\_\_\_ N\_\_\_ Electronic foot throttle shall be provided to allow the operator to match engine speed to a task. The foot throttle shall allow the operator to vary engine speed and minimize fuel consumption. The machine will have the capability to electronically smooth foot throttle control while operating over rough ground

Y\_\_\_ N\_\_\_ An electronic torque management feature shall allow maximum power to the tracks while minimizing engine stalling

Y\_\_\_ N\_\_\_ Must have planetary gear reduction final drive

Y\_\_\_ N\_\_\_ 2 Speed must be standard

### **Steering**

Y\_\_\_ N\_\_\_ The machine shall be equipped with a single, electrically operated joystick that controls the forward/reverse and steering directions

Y\_\_\_ N\_\_\_ Machine shall have an air ride seat with seat mounted / adjustable joystick controls

Y\_\_\_ N\_\_\_ Full turning radius from the center/coupler without a bucket shall be no greater than 54.8 in (1392 mm)

### **Brakes**

Y\_\_\_ N\_\_\_ Machine shall have a spring applied, hydraulically released parking brake that shall automatically engage when arm bar is raised, and shall be designed to hold machine static at any point on a 2 to 1 slope

### **Hydraulic Systems**

Y\_\_\_ N\_\_\_ The machine shall be equipped with a single, electrically operated joystick that controls the lift, lower and tilt functions

Y\_\_\_ N\_\_\_ The hydraulic pumps shall be driven directly off the engine for maximum hydraulic performance and reliability-no belts shall be used

- Y\_\_\_ N\_\_\_ The Standard pump flow of the machine shall be at least 20 gal/min (76 L/min)
- Y\_\_\_ N\_\_\_ The Standard pump flow hydraulic pressure of the machine shall be at least 3,335 psi (23,000 kPa)
- Y\_\_\_ N\_\_\_ The Standard pump flow / hydraulic horsepower of the machine shall be at least 39.0 hp (29.0 kW)
- Y\_\_\_ N\_\_\_ Machine shall be equipped with auxiliary hydraulics activated by a thumb switch located on the right joystick
- Y\_\_\_ N\_\_\_ The machine shall be equipped with a hydraulic tank that has an anti-cavitation feature
- Y\_\_\_ N\_\_\_ The machine shall be equipped with a hydraulically driven fan, eliminating maintenance costs and friction losses associated with a belt
- Y\_\_\_ N\_\_\_ Dual, variable-displacement, axial piston pumps shall be driven off the engine and provide hydraulic flow to the drive motors via a closed loop system
- Y\_\_\_ N\_\_\_ Machine shall be equipped with abrasion resistant Tough Guard hoses and O-ring face seals help assure a leak free system
- Y\_\_\_ N\_\_\_ Standard auxiliary hydraulics to power tools shall be available through self-relieving quick connect hydraulic couplings that are rigidly mounted to the loader arm
- Y\_\_\_ N\_\_\_ The drive and implement hydraulic pumps shall be electrically actuated and may not be actuated via any mechanical linkages

### **AXLES**

- Y\_\_\_ N\_\_\_ Machine shall have 4 heavy-duty torsion axles to suspend each side of the undercarriage from the machine frame and shall be shock absorbing.

### **Undercarriage**

- Y\_\_\_ N\_\_\_ The track shall consist of molded rubber with embedded steel bars that span the width of the track
- Y\_\_\_ N\_\_\_ The track shall be a bar tread style which provides lower ground disturbance on finished surfaces and improved traction in snow compared to conventional block tread track
- Y\_\_\_ N\_\_\_ The track shall consist of continuous wound steel cables that provide tensile strength so that the track does not stretch
- Y\_\_\_ N\_\_\_ The undercarriage configuration shall have front and rear triple flange steel idlers
- Y\_\_\_ N\_\_\_ Machine shall have a minimum ground clearance of no less than 8.9 in (226 mm)
- Y\_\_\_ N\_\_\_ Machine shall have a 15.7 inch (400 mm) track
- Y\_\_\_ N\_\_\_ Machine ground pressure shall not exceed 4.9 psi (34.0 kPa) with the 15.7 inch (400 mm) track
- Y\_\_\_ N\_\_\_ Overall length of track shall be 78.7 in (1999 mm)
- Y\_\_\_ N\_\_\_ Length of track on the ground shall be 59.0 in (1499 mm)
- Y\_\_\_ N\_\_\_ Machine weight shall be evenly distributed across the entire width and length of the track via multiple sets of rollers to disperse pressure, and maximize traction and flotation
- Y\_\_\_ N\_\_\_ Undercarriage shall consist of an open design that allows easy cleaning of components
- Y\_\_\_ N\_\_\_ Elevated positive track drive shall keep drive components away from ground debris

### **Operator Station**

- Y\_\_\_ N\_\_\_ The machine shall be equipped with deep skid-resistant, self-cleaning steps
- Y\_\_\_ N\_\_\_ The machine shall be equipped with a High Back, Heated, "Air Ride" Suspension Seat with lumbar and recline adjustments
- Y\_\_\_ N\_\_\_ The machine shall have a one piece sealed & pressurized cab
- Y\_\_\_ N\_\_\_ The machine shall be equipped with adjustable boom / bucket response control, adjustable drive response control as well as travel speed control (creeper)
- Y\_\_\_ N\_\_\_ The machine shall be equipped with both a hand and a foot throttle
- Y\_\_\_ N\_\_\_ The machine shall be equipped with a single, electrically operated joystick that controls the lift, lower and tilt functions
- Y\_\_\_ N\_\_\_ The machine shall have a retractable high visibility seat belt
- Y\_\_\_ N\_\_\_ The machine shall come standard with an arm bar that when lifted, automatically engages the machine parking brake for added operator comfort and safety
- Y\_\_\_ N\_\_\_ The machine shall be equipped with ROPS/FOPS protective structures rated to at least (14,771 lb) 6700 kg

- Y\_\_\_ N\_\_\_ Cab door must be equipped with a 2 quick release handles to remove front door that require no use of tools to remove
- Y\_\_\_ N\_\_\_ The machine shall have a heater coil rated capacity of at least 23,518 Btu (5930 kcal)
- Y\_\_\_ N\_\_\_ The machine shall have audible warning alarms for engine coolant temperature, engine oil pressure and hydraulic oil temperature
- Y\_\_\_ N\_\_\_ Machines equipped with a door shall be equipped with a hydraulic lockout mechanism that prevents loader arm movement with door in open position
- Y\_\_\_ N\_\_\_ Machine shall be equipped with a convex, rearview mirror for superior visibility to the rear and sides of the machine
- Y\_\_\_ N\_\_\_ Machine shall have removable side windows that require no use of tools to remove for easy cleaning
- Y\_\_\_ N\_\_\_ Side windows shall have two sliding panes, front and rear, to provide protection from the elements and allow fresh air ventilation
- Y\_\_\_ N\_\_\_ Machine shall be equipped with 2 adjustable, cab mounted front LED working lights and 2 frame mounted, rear LED working lights
- Y\_\_\_ N\_\_\_ Machine shall be equipped with a standard USB charging port
- Y\_\_\_ N\_\_\_ Air conditioning condenser shall not be mounted on any other cooling core(s), and have independent electrical cooling fans, separate from the main cooling fan
- Y\_\_\_ N\_\_\_ The machine shall have an 5 inch, full color, LCD display with video capability
- Y\_\_\_ N\_\_\_ The machine shall have up to 50 individual security codes where the operator preferences are retained for each code. The master code provides the capability to monitor each individual code/operator for fuel usage, hours of operation, as well as events and diagnostics
- Y\_\_\_ N\_\_\_ The machine display shall provide on screen adjustment capability for creep setting, ride control activation speed, top speed limit setting, English/Metric units, choice of 6 languages, choice of 4 backgrounds, and choice of 4 gauge styles
- Y\_\_\_ N\_\_\_ Machine shall have a rear view camera
- Y\_\_\_ N\_\_\_ The machine shall be equipped with Speed Sensitive Ride Control, which engages and disengages automatically, to cushion the loader arms during carry and travel operation
- Y\_\_\_ N\_\_\_ Machine shall have cellular based tracking providing machine hours and machine location
- Y\_\_\_ N\_\_\_ Machine shall have Bluetooth capability and Microphone integrated with an AM/FM/Weather Band Radio with USB and Auxiliary Input Jack

### **Loader Linkages/Structures**

- Y\_\_\_ N\_\_\_ Loader linkage shall be of a vertical lift style
- Y\_\_\_ N\_\_\_ Loader linkage shall be equipped with a split style D-ring for securing work tool auxiliary hoses
- Y\_\_\_ N\_\_\_ The pins shall have countersunk grease fittings to protect them from damage
- Y\_\_\_ N\_\_\_ The machine shall be equipped with two tilt cylinders, protected by a heavy-duty torque tube
- Y\_\_\_ N\_\_\_ The machine shall have a tipping capacity of at least 5745 lbs (2610 kg)
- Y\_\_\_ N\_\_\_ Rated operating capacity at 35% tipping load shall be no less than 2010 lb (915 kg)
- Y\_\_\_ N\_\_\_ Rated operating capacity at 50% tipping load shall be no less than 2,870 lb (1305 kg)
- Y\_\_\_ N\_\_\_ Rated operating capacity (50%) with counterweight will be provided and have no less than 3060lb (1390 kg)
- Y\_\_\_ N\_\_\_ The machine shall have a dump angle of at least 52.0° for superior bucket cleanout
- Y\_\_\_ N\_\_\_ The machine shall have an arched transition to the coupler for increased dump clearance
- Y\_\_\_ N\_\_\_ Vertical lift linkage shall provide visibility under the loader arm to left & right sides when bucket is in the carry position
- Y\_\_\_ N\_\_\_ The vertical lift linkage shall provide a consistent and uniform lift path for maximum reach throughout the entire lift cycle
- Y\_\_\_ N\_\_\_ Cantilevered pins in the loader linkage shall be forged and induction hardened, and shall be the same diameter all the way through using a flagged end to secure them to one side, allowing them to rotate in the corresponding bore
- Y\_\_\_ N\_\_\_ The machine shall have a maximum hinge pin height of at least 121.0 in (3075 mm)
- Y\_\_\_ N\_\_\_ Reach at maximum lift and dump shall be at least 23.9 in (608 mm)
- Y\_\_\_ N\_\_\_ Clearance at maximum lift and dump shall be at least 89.9 in (2283 mm)
- Y\_\_\_ N\_\_\_ Rack back angle at maximum height shall be 87.0 degrees

- Y\_\_\_ N\_\_\_ Maximum reach with arms parallel to the ground shall be 51.4 in (1305 mm)
- Y\_\_\_ N\_\_\_ Tilt cylinder breakout force shall be at least 4965 lb (2252 kg)
- Y\_\_\_ N\_\_\_ Lift cylinder breakout force shall be at least 4675 lb (2120 kg)
- Y\_\_\_ N\_\_\_ Electronic Dual Direction Self Level with electronic lift cycle snubbing, work tool return to dig feature, and electronic work tool positioned shall be available

### **Work Tool**

- Y\_\_\_ N\_\_\_ Pair (2) counterweight plates (75 lb each) w/ install on track loader
- Y\_\_\_ N\_\_\_ Machine shall have a universal coupler interface to easily change work tools
- Y\_\_\_ N\_\_\_ Coupler shall have the following features: a low profile side plate designed for optimum match to work tools and minimal material packing, opposing wedges to ensure a tight tool fit, large contact areas to absorb loads and minimize stress, chrome plated and lubricated vertical pins for smooth engagement and prevention of corrosion
- Y\_\_\_ N\_\_\_ The quick coupler shall be activated from inside the cab to allow engagement and disengagement without needing the operator to exit the machine
- Y\_\_\_ N\_\_\_ The machine shall have self-pressure relieving auxiliary quick disconnects that connect under pressure for easier connection to work tools
- Y\_\_\_ N\_\_\_ An 80" General Purpose Bucket .62 CYD heaped capacity with bolt on cutting edge will be provided or equivalent
- Y\_\_\_ N\_\_\_ Must have attachment ready option, integrated display when work tool smart attachment such as a six way blade is engaged, the machine will display grade with slope assist automatically maintains pre-established blade position without a GPS signal or laser – no additional hardware or software needed

### **Serviceability**

- Y\_\_\_ N\_\_\_ Maintenance points shall be grouped in easily accessible, ground level locations
- Y\_\_\_ N\_\_\_ The machine shall be equipped with grouped filter configuration with fuel/water separator filter and hydraulic oil filter being cartridge style
- Y\_\_\_ N\_\_\_ The engine shall be mounted lengthwise for better accessibility
- Y\_\_\_ N\_\_\_ The radiator and hydraulic oil cooler shall be protected by a guard/grill which shall tilt up to gain access to the cores
- Y\_\_\_ N\_\_\_ The machine shall be equipped with sight gauges on the hydraulic tank and the radiator
- Y\_\_\_ N\_\_\_ The machine shall be equipped with standard system pressure and fluid analysis test ports
- Y\_\_\_ N\_\_\_ The machine shall have an electronic port allowing electronic machine diagnostics
- Y\_\_\_ N\_\_\_ The machine shall have a cab that tilts to the rear by an individual using hand tools and shall expose all pumps, motors, valves and lines. Cab shall be held in place when tilted by a self-latching mechanism
- Y\_\_\_ N\_\_\_ The machine shall not have any required daily maintenance points that require lifting of the cab structure
- Y\_\_\_ N\_\_\_ Machine shall have a vented, steel, rear door, with a bumper that slightly protrudes beyond the door, in order to prevent damage to engine compartment components
- Y\_\_\_ N\_\_\_ The rear door shall open to provide for easy access to both sides of the engine without the need for hand tools
- Y\_\_\_ N\_\_\_ A removable belly pan section in the floor of the machine's lower frame shall provide excellent access for periodic cleaning
- Y\_\_\_ N\_\_\_ All filters shall be easily accessible from the ground, which makes routine service quicker and virtually spill free

### **Minimum Service Fill Capacities**

- Y\_\_\_ N\_\_\_ The machine shall have a hydraulic oil tank capacity of at least 10.3 gal (39 L)
- Y\_\_\_ N\_\_\_ Hydraulic system shall hold 13.2 gal (50 L)
- Y\_\_\_ N\_\_\_ Fuel tank shall hold 24.8 gal (94 L)
- Y\_\_\_ N\_\_\_ Engine crankcase shall hold 3.0 gal (11 L)
- Y\_\_\_ N\_\_\_ Engine cooling system shall hold 3.7 gal (14 L)

### **Owning and Operating Costs**

- i. Extended life coolant shall be standard
- ii. Recommended engine oil change interval shall be 500 hours.
- iii. The machine shall be equipped with hydraulic oil that can achieve 6000 hour life with regular oil sampling and recommended filter changes
- iv. Standard machine warranty to be hand written specifying all details in the space below:
- v. A total machine warranty will be provided for 60 months / 6,000 hours. Warranty includes travel time, per diem, deductibles, and mileage to perform any warranty work. All failures (other than operational damage) related to the emissions module (including DPF) and downstream failures caused by or related to the Emissions Module will be covered under the Total Machine Warranty. Vendor will provide a loaner machine (at the request of the Laramie County Events Department) if the machine is down for more than 48 hours. Repair facility must be a maximum of no less than 4.0 miles or have mobile repair capabilities.

Base Bid Price before Line Item \$ \_\_\_\_\_

**Line Items:** Two Stage SR121 Snow blower, Standard Flow with offset chute, 270 degree rotation

- i. 76.5 inch intake width
- ii. 85.9 overall width,
- iii. 34.1 cutting height
- iv. Two Adjustable Skid Shoes
- v. Bolt on reversible cutting edge
- vi. 22 GPM
- vii. 3,300 PSI

Line Item Price \$ \_\_\_\_\_

**E. ADDITIONAL CONDITIONS**

- i. A detailed specification sheet and quote for the machine being proposed which includes manufacturer, model, specifications, dimensions, delivery time, options and weights, will be included with bid. If specifications have not been met, a detailed description next to specification must be noted. Hand written is acceptable.
- ii. The track loader and all awarded line items will be inspected after assembly is completed.
- iii. Included with delivery will be operator and repair manuals for track loader.

**F. GENERAL TERMS**

- i. **CONTRACT PROVISIONS:** The successful bidder will be required to execute a contract with Laramie County, which will be subject to the specifications and conditions outlines in this RFP.
- ii. **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 issuing this RFP or by entering into any subsequent 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 RFP or any subsequent agreement.
- iii. **INDEMNIFICATION:** To the fullest extent permitted by law, the successful vendor agrees to indemnify and hold harmless the Events Dept., Laramie County, its appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, and actions, demands expenses arising from or in connection with any work performed by or on behalf of vendor for the Events Dept. pursuant to any subsequent agreement.

- iv. **COMPLIANCE:** All work completed hereunder is warranted by the contractor to be in compliance with all applicable Federal, State and local regulations and laws including, but not limited to, The Americans with Disabilities Act as amended.
- v. **AMBIGUITY:** If a Respondent discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in this document, the Respondent shall immediately notify the Events Dept. If a Respondent fails to notify the Events Dept. of any of the above issues, 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 such error or its later correction.
- vi. **PREFERENCE:** Preference will be given to materials, supplies, equipment, machinery, provisions, and/or services offered by resident bidders, quality being equal to articles or services offered by competitors outside the State of Wyoming (W.S. 16-6-105, as amended).

Preference will be given to Wyoming contractors for any contractual service(s). The contract shall be let to **any** responsible resident making the lowest fully responsive bid, if such resident's bid is not more than five percent (5%) higher than that of the lowest responsible nonresident bidder.

Within the category of resident laborers, workers and mechanics shall be used upon all work under the contract whenever possible. Wyoming materials and products of equal quality and desirability shall have preference over materials or products produced outside the State of Wyoming (W.S.16-6-104), as amended.

**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 Director named above. Events Dept. 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 may be given.

## **G. INSURANCE**

The vendor must provide insurance, and certificates of Insurance on all such insurance coverage, to the satisfaction of the Events Dept. prior to the commencement of any work. Minimum insurance requirements are set forth in the accompanying Exhibit A--Insurance Requirements for Vendors.

## **H. DELIVERY OF THE MERCHANDISE:**

The New Unit will be F.O.B. Laramie County Events Department, located at 3801 Archer PKWY, Cheyenne, WY 82009. Please Contact Larry Milbourn (primary) at (307)633-4673 to arrange delivery.



In compliance with the above, and subject to all the conditions hereof, the undersigned offers and agrees to furnish all items upon which prices are quoted, at the price set opposite each item; if this bid is accepted within \_\_ days from the date of opening.

The undersigned also agrees to make delivery, or render the service, within \_\_ days after receipt of the order. The undersigned certifies that no Federal, State, County or Municipal tax is included in the above quoted prices and that none will be added.

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(Company Name and Address)

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(Company E-Mail Address) (Fax Number) (Telephone Number)

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(Company Representative - typed or printed) (Signature of Company Representative)

Resident Certification Number: \_\_\_\_\_

It is the responsibility of the bidder to contact the Department of Workforce Services, Labor Standards at (307) 777-7261 to obtain a residency certification number. **Wyoming Vendors not providing a Resident Certification Number will not receive the 5% preference.**

**BID PROPOSAL: References**

**REFERENCES**

Please list a minimum of two corporate or municipal customers for whom you have provided the same or similar products/services.

<u>Name of Company</u>	<u>Contact Name</u>	<u>Phone Number</u>

**Exhibit A**  
**Insurance Requirements for Vendors**

VENDOR shall procure and maintain for the duration of the contract, **and for 5 years thereafter**, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the products and/or materials supplied to the Events Dept. by the VENDOR, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Vendor.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as Insurance Service Office Commercial General Liability coverage (occurrence Form CG 00 01) and include products coverage.

1. *Minimum Limits of Insurance Coverage* shall be at least as broad as Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence, and including Stop Gap providing Employers Liability insurance with limit no less than **\$1,000,000** per accident for bodily injury or disease. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

If the VENDOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by the VENDOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering any auto (Code 1) with limits no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Umbrella or Excess Liability:** VENDOR may achieve required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in same or greater coverage as required in paragraphs 1 and 2 above, and in no event shall any excess or umbrella liability insurance provide narrower coverage than primary policy. Excess policy shall not require exhaustion of underlying limits only through actual payment of underlying insurers.

4. **Workers Compensation** as required by the State of Wyoming, with Statutory Limits.

**OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

*Additional Insured Status*

**The COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the VENDOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be evidenced in the form of an endorsement to the VENDOR's insurance (endorsement at least as broad as ISO Form CG 20 10 11 85 or, if not available, through addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later edition is used).

### ***Primary Coverage***

For any claims related to this contract, the **VENDOR's insurance coverage shall be primary insurance coverage** at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the VENDOR's insurance and shall not contribute with it.

### ***Notice of Cancellation***

Each insurance policy required above shall provide that **coverage shall not be cancelled, except with notice to the COUNTY.**

### ***Waiver of Subrogation***

VENDOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said VENDOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. VENDOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the VENDOR.

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the VENDOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or COUNTY.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the COUNTY.

### ***Claims Made Policies***

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is cancelled or non-renewed, **and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date,** the VENDOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

### ***Verification of Coverage***

VENDOR shall furnish the COUNTY with original certificates and amendatory endorsements or copies of the applicable insurance language effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the

required documents prior to the work beginning shall not waive the VENDOR's obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Special Risks or Circumstances***

COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.