

**VEHICLE ACQUISITION: INVITATION TO BID**

**City of Cheyenne, Wyoming  
Board of Public Utilities  
2416 Snyder Avenue  
Cheyenne, WY 82001  
Phone: (307) 637-6471**

BID Number: OM 03-17

Sealed bids for a New Wheel Loader, 32,400 pound operating weight, with 19,300-pound tipping load at full turn with an integrated tool handler including 3yard bucket, forks and material handling arm, and adapted to carry/operate Brown Bear aerator head, will be received by the Board of Public Utilities, 2416 Snyder Avenue, Cheyenne, Wyoming 82001, until

**1:30PM MST on September 29, 2016,**

at which time the bids will be publicly opened.

Bidding documents may be obtained at the Board of Public Utilities, 2416 Snyder Avenue, Cheyenne, WY 82001, or by calling 307-637-6471.

A bid guarantee in the amount of 5% of the total bid amount, as required by Wyoming Statute § 15-1-113, must be submitted with each bid (see paragraph 10 of the General Provisions attached).

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September 16, 2016

**BID FORM**

CITY OF CHEYENNE, WYOMING  
 BOARD OF PUBLIC UTILITIES  
 2416 Snyder Avenue  
 Cheyenne, WY 82001  
 Phone: (307) 635-3163  
**(This is not an order)**

BID OPENING DATA	TAX EXEMPTION AUTHORITY
Bid Number: OM 03-17 Date: September 29, 2016 Time: 1:30PM MST Contact: Dennis Graham	The City of Cheyenne is a political subdivision of the State of Wyoming and is a tax exempt entity.

Sealed bids will be received at the address stated above until the date and time set for opening for the item(s) shown below. If awarded this bid, the undersigned Bidder agrees to furnish the proposed goods at the prices stated below and in accordance with the General Provisions and Technical Specifications included herein.

Description	Qty	Total
New Wheel Loader, 32,400 pound operating weight, with 19,300-pound tipping load at full turn with an integrated tool handler including 3yard bucket, forks and material handling arm, and adapted to carry/operate Brown Bear aerator head (Bidder to specify make and model)	1	\$ _____
Trade: <i>D51, 1993 CAT 928F vin 2XL00306 w/6605 hours</i>	1	-\$ _____
		Total \$ _____

If bid is for more than one vehicle, bidders may submit bids for any one vehicle, any combination of vehicles, or all vehicles listed. The Board of Public Utilities ("Board") will consider each vehicle independently of the others on the bid form, and award each vehicle based upon the merits of the individual item bid, and not necessarily the TOTAL BID amount. The Board, however, reserves the right to reject any or all bids, evaluate variations from the specifications, and to award the bid that best meets its needs at the least cost.

**Specifications sheets for the proposed vehicle(s) must be returned with your bid. Specification sheets that are not returned will be subject to rejection. Any exceptions or variations to the attached specifications must be clearly indicated on your specifications sheet.**

A bid guarantee in the amount of 5% of your total bid amount, as required by Wyoming Statute § 15-1-113, must be submitted with each bid (see paragraph 10 of the General Provisions attached).

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**The Undersigned Bidder certifies that the firm submitting this bid is [ ] is not [ ] a Wyoming resident bidder as defined by Wyoming Statute § 16-6-101.**

Bidder's Name/Phone \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Bidder's Address/City/State/Zip \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Bidder's E-mail Address \_\_\_\_\_

\_\_\_\_\_

Signature/Title

## GENERAL PROVISIONS

1. Bid Requirements: Bidders failing to use the bid form provided by the Board will be disqualified.

Only one copy of the bid is required.

Alternate bids will not be considered, unless specifically requested by the Board. The bid proposal shall not contain any restatement by the Bidder of the items to be furnished. Any such restatement will not be deemed to vary any of the provisions of the Invitation to Bid. Any deviation from the specifications shall be clearly indicated on the face of the bid.

All line items must be filled in exactly with what is being proposed.

Bids must be signed in the space provided on the Bid Form. The signature shall be that of a person authorized to bind the company in a legal contract. Unsigned bids will not be considered.

**Bids shall be submitted to the specified address, in a sealed envelope which shows the bid number, the name of item(s) being bid upon, and the date and time of opening, to ensure against premature opening of the bid.**

2. Bid Opening: Bids will be publicly opened and read at the time and place advertised for opening of bids, as stated on the Invitation to Bid. No bids received after the time set for the opening will be considered. Late bids will be returned unopened. It is the sole responsibility of Bidders to ensure that bids arrive by the date and time specified.
3. Withdrawals, Revisions, and Clarifications: Bids may not be withdrawn for a period of 45 days after the bid opening.

Bids may be revised prior to opening. Such revisions must be in writing and signed by an authorized representative of the company. No bid may be revised after the bid opening.

Written addenda will be issued to all Bidders of record in the event any changes are made to the bidding documents or if the bid opening date or time is revised.

Requests for bid clarification shall be made in writing no later than five (5) working days prior to the bid opening date. The Board's response will be in writing, provided to all Bidders of record.

4. Award: The bid award will be made to the most qualified, responsible Wyoming resident bidder submitting the lowest responsive bid, if such resident's bid is not more than five percent (5%) higher than that of the lowest qualified nonresident bidder. Bidders are required to indicate their residency status in the space provided on the Bid Form. The 5% Wyoming resident preference will not be applied to expenditures where federal funds are involved.

The basis for award will be on total bid amount, unless stated otherwise, and will include where applicable, trade-in allowance, discounts, and other factors that may be indicated in the Invitation to Bid. Prompt payment discounts of less than 20 days will not be considered in the award. In all cases where trades are shown on the Invitation to Bid, the Board reserves the right to trade or not to trade as deemed in its best interest. If the Board elects not to trade, award will be based as stated above, without taking the trade(s) into consideration for total bid amount.

The Board reserves the right to reject any or all bids and to waive any formality or technicality in any proposal in the interest of the Board.

Unit prices shall reflect all costs relative to furnishing the item, for if the accepted bid exceeds budgeted funds, the Board may decrease or delete items; or if funds are available and additional quantities are needed, the Board may increase quantities as necessary. The basis of payment will be for actual quantities ordered and received. If applicable to this Invitation to Bid, a formal contract will not be executed, but rather, a purchase order will be issued to the successful bidder for the goods to be purchased as a result of this Invitation to Bid.

5. Brand/Trade Names: When an item requested in the bid is identified by a brand name, trade name, or catalog number or reference, it is understood that the Bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless his bid proposal so indicates, and he has obtained prior approval from the Board for the item. The reference to the brand name, trade name, or catalog number is intended to be descriptive but not restrictive and only to indicate to the Bidder articles that will be satisfactory. Bids for other brands, makes, etc. will be considered provided the Bidder clearly states on his proposal exactly what he is proposing to furnish, and has submitted to the Board at least 10 days prior to the bid opening date, illustrations, specifications, or other descriptive matter which clearly indicates the character of the article(s) to be covered by his bid, and has obtained the prior approval of the Board for the proposed "equal." The Board reserves the right to approve as equal, or to reject as not being equal, any article the Bidder proposes which contains major or minor variations from specifications or other requirements, but which may comply substantially therewith. Wyoming materials and products of equal quality

and desirability shall have preference over materials and products produced outside the state.

6. Product Quality: All items proposed shall be new and the manufacturer's current model unless the Board specifically requests or addresses used or demo products in the specifications. **All listed options must be factory installed. No aftermarket options will be allowed unless otherwise noted in the Technical Specifications.** The Board reserves the right to call for demonstration of goods at no cost to the Board prior to award of the bid.
7. F.O.B. and Delivery: All bid prices shall be quoted F.O.B. the applicable Board department, Cheyenne, Wyoming, unless the Board specifically states otherwise elsewhere in the bidding documents. Item(s) will be delivered no later than 60 days after award of bid.
8. Compliance with Laws: All applicable federal, State, and City laws, ordinances or regulations shall apply to products purchased as a result of this bid. The provisions of Wyoming Statute 15-1-113, incorporated herein by reference, are an express part of these bidding documents. All bid and contract documents shall be interpreted and construed according to the laws of the State of Wyoming.
9. Warranty: The Bidder shall state the warranty on labor and materials in months, years, hours, miles, etc., as applicable. The Bidder shall assume costs of all labor, materials, per diem, freight, transportation, and any other item incidental to warranty maintenance or repair.
10. Bid Guarantee: The bid shall be accompanied by bid guarantee in the amount of five percent (5%) of the total bid. The bid guarantee shall be in the form of a bid bond secured by a surety or guaranty company authorized to do business in the State of Wyoming and signed or countersigned by a Wyoming resident agent; or if the total bid is \$150,000 or less, the 5% bid guarantee may be in the form of a cashier's check, certified check or money order made payable to the Board of Public Utilities. Cash deposits will not be accepted. The bid guarantee will ensure that the Bidder will not withdraw his bid within 45 days after the bid opening, and that he will furnish the goods awarded as a result of this bid in accordance with his proposal. The bid guarantee will be retained until satisfactory delivery is made. If the successful Bidder fails to make delivery as stipulated, with allowances for any time extensions or other exceptions granted in writing by the Board for reasonable and just cause, as determined by the Board, the bid guarantee will be forfeited as liquidated damages, and the goods will be awarded to the next low responsible, qualified bidder if feasible, or re-advertised for bid. The bid guarantees of unsuccessful bidders will be returned within a reasonable time upon award of the bid.

11. Conveyance of Vehicle/Equipment Titles: The successful bidder must provide a Certificate of Title identifying the owner as the City of Cheyenne, C/O Board of Public Utilities, 2416 Snyder Avenue, Cheyenne, WY. Certificate of Title must be issued by the State of Wyoming. Manufacturer Statement of Origin (MSO) will not be accepted. Certificate of Title must be received before payment will be made. A Certificate of Title must be provided for all vehicle/equipment which require licensing by the State of Wyoming.
12. Alcohol and Controlled Substance Policy: In compliance with the Drug-Free Workplace Act of November 1988, the Board had established an Alcohol and Controlled Substance Policy that pertains to alcohol and drug usage by Board employees. The successful Bidder and its employees and subcontractors are required to comply with the provisions of the Board's Alcohol and Controlled Substance Policy for drug and/or alcohol usage while on Board property or other sites occupied by Bidder while performing the duties and responsibilities required by this Invitation to Bid. It is the responsibility of Bidder to familiarize itself of the requirements of this policy and to inform all its employees and subcontractors of those requirements and to insure their compliance therewith. If Bidder, its employees or subcontractors are found to be in violation of this policy, any order placed as a result of this bid may be cancelled.
13. Equal Employment Opportunity Commission & Americans with Disability Act: The Bidder is hereby notified that it must comply fully with all requirements of the Equal Employment Opportunity Commission (EEOC) and the Americans with Disabilities Act (ADA) in the same manner as is expected by the Board. If the Bidder, its employees or subcontractors are found in violation of these requirements, any order placed as a result of this bid may be cancelled. The Bidder shall be responsible for all such non-compliance and shall defend, hold harmless and indemnify the Board there from.
14. Nondiscrimination: All parties to this bid and to any order or agreement resulting from this bid assure that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of the requirements of this bid on the grounds of age, race, color, qualifying disability, national origin, ancestry, religion, creed, pregnancy or sex. The Bidder shall be responsible for all non-compliant actions and shall defend, hold harmless and indemnify the Board therefrom.
15. Indemnification: In submitting a bid for this project, the Bidder agrees if awarded the bid, to indemnify, hold harmless and defend the Board and City of Cheyenne from and against any and all liabilities, claims, penalties, forfeitures or suits, and the cost and expenses incident thereto, including

reasonable attorney's fees, which may hereafter arise as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders arising during or resulting from the successful Bidder's performance of any work or furnishing of any product, and shall carry liability insurance as set forth herein to achieve this objective. The Bidder acknowledges that it may incur a financial obligation to the Board and City of Cheyenne pursuant to the terms of this paragraph.

16. Governmental Immunity: The Board, the City and their officials and employees specifically retain all immunities and defenses available to them as Governmental Entities pursuant to Wyo. Stat. §1-39-101, *et seq.*, and all other applicable laws, except to the extent necessary solely for the enforcement of the terms and conditions of this Agreement as between the parties.
17. Governing Law, Jurisdiction and Venue: The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

**TECHNICAL SPECIFICATIONS**  
**BID # OM 03-17**

**NEW WHEEL LOADER**

**GENERAL DESCRIPTION: New Wheel Loader, 32,400 pound operating weight, with 19,300-pound tipping load at full turn with an integrated tool handler including a 3 yard bucket, forks, material handling arm, and adapted to carry/operate Brown Bear aerator head.**

**BASIC SPECIFICATIONS:**

- a) Minimum 32,400 pound operating weight.
- b) Minimum straight tipping load of 22,700 pounds.
- c) Minimum full turn tipping load of 19,300 pounds.
- d) Z-bar loader linkage providing minimum 25,700 pounds of breakout force, and parallel tool carrier capability.
- e) 20.5 x 25 radial tires with aggressive non directional tread.
- f) Minimum Fuel capacity of 50 gallons.

**Does the unit bid comply in all respects? YES ( ) NO ( )**

**ENGINE:**

- a) Diesel injected, Producing 160hp and 590 ft. lbs. torque in normal operating range.
- b) Turbocharged with charge air after cooler.
- c) Exhaust meets Tier 4 emission standards.
- d) DEF tank sized to allow at least 4 fuel fills between DEF tank fills.
- e) Long life Diesel particulate filter lasting life of engine.
- f) Particulate filter regeneration accomplished automatically without operator input and without equipment downtime.
- g) Time selectable automatic idle shutdown.
- h) Automatic engine fuel priming pump.
- i) Cold start package including an engine block heater.
- j) Extended life antifreeze/coolant protected to -30°F.

**Does the unit bid comply in all respects? YES ( ) NO ( )**

**POWERTRAIN/TRANSMISSIONS:**

- a) Four speed range, electronically controlled, step-less, hydrostatic transmission with torque converter for smooth rollout.
- b) Electronic traction control matching available power to ground condition.
- c) Creep control for maximum adjustability and control at slower speeds in range 1, to enhance consistency of Brown Bear operation.

- d) Operator selectable locking differential on front fixed axle for enhanced traction.
- e) Limited slip differential in rear oscillating steer axle for enhanced traction.
- f) Minimum 10° oscillation capability in rear axle.
- g) Selectable transmission mode providing electronic control for traction on icy surfaces and snowy conditions.
- h) Spring applied, hydraulically released parking brake.

**Does the unit bid comply in all respects? Yes ( ) No ( )**

**CHASSIS/BODY:**

- a) Steer radius capability at inside of tires maximum of 9' 4".
- b) Minimum ground clearance of 16".
- c) Drive shaft guard.
- d) Lower power train guard.
- e) Crank case guard.
- f) Elevated breathers for axles and gearbox.
- g) Lubrication points accessible from ground level.
- h) Amber flashing beacon mounted to top of cab.

**Does the unit bid comply in all respects? Yes ( ) No ( )**

**CAB:**

- a) Single piece windshield for maximum work visibility.
- b) Climate controls for heating, defrost and air conditioning.
- c) Heated external rear view mirrors with additional parabolic mirror each side.
- d) Rear window defrost.
- e) Front and Rear window wipers and washer with adjustable speed and intermittent operation.
- f) Operator instrumentation to include; fuel level, engine oil pressure, engine coolant temperature, hydraulic oil temperature, transmission oil temperature and alternator charging status.
- g) Operator warning indicators for each instrument listed in item (f) that falls outside of normal parameters.
- h) Adjustable steering column, joystick control and seat position /suspension for operator ergonomics and comfort.
- i) Sliding glass on side windows.
- j) Ground level cab door release.
- k) Included mounting provision for installation of 2-way radio, including 12 volts 20 amp radio power supply, ignition switched, in cab.
- l) AM/FM radio.

**Does the unit bid comply in all respects? Yes ( ) No ( )**

**HYDRAULICS:**

- a) Independent hydraulic pumps for operation of hydrostatic drive, steering operation, and implement / lift operation.
- b) Implement / lift pump capable of 50gpm at 3600 psi.
- c) Hydraulic system oil capacity including tank, minimum 43 gallons.
- d) Hydraulic oil cooler.
- e) Operator selectable bucket or fork mode providing fine lift control and parallelism within 2° throughout lift when in fork mode.

**Does the unit bid comply in all respects? Yes ( ) No ( )**

**ATTACHMENTS:**

- a) Quick coupler on tool handler arms compatible with each attachment.
- b) General purpose bucket, minimum 3-yard capacity and 8' 4" wide.
- c) Forks, 60" Construction tines on a 96" wide carriage.
- d) Material handling arm extendable to 17' 5" from front of tire.
- e) Minimum dump clearance at full lift with bucket at 45° discharge, 9'4".
- f) Provide modification of existing Brown Bear Aerator head to work with new wheel loaders quick coupler.
- g) Remote fuel connection point, mounted on lift arms, including a quick disconnect coupler for supply and return fuel lines, allowing operation of Brown Bear aerator head from loaders fuel tank. Remote fuel connection capable of supplying 4 GPH of diesel to implement.
- h) Brown Bear control console and instrumentation panel (Brown Bear Corp. P/N 065753) to be mounted in cab of loader within easy reach of operator.
- i) Brown Bear wiring harness extension (Brown Bear Corp. P/N 065629) installed from cab console to remote connection point on lift arms.
- j) Mounting location, and position of connection points for Brown Bear fuel and electrical controls, must be pre-approved by BOPU before final installation.

**Does the unit bid comply in all respects? Yes ( ) No ( )**

**WARRANTY:**

- a) 60 month / 5000 hour total machine warranty included in bid price.
- b) State options for additional warranty period.
- c) No mileage or deductible charges on warranty response.

**Does the unit bid comply in all respects? YES ( ) NO ( )**

**KEYS:**

- a) Vehicle to be delivered with 4 keys.

**Does the unit bid comply in all respects? YES ( ) NO ( )**

**MANUALS:**

- a) One complete set of owner/operators manuals.
  - b) One complete set of shop service and repair manuals.
  - c) One complete set of parts manuals.
- or-
- d) (In the case where printed shop, service or parts manuals have been replaced by manufacturers web sites, access to the information contained in these websites will be granted free of charge.

**Does the unit bid comply in all respects? YES ( ) NO ( )**

**ADDITIONAL FEATURES:**

- a) Service indicators including Air cleaner, Coolant level, Hydraulic oil level, Transmission oil level.
- b) Oil sampling ports for engine, transmission and hydraulic system.
- c) Machine error codes accessible from primary operator display.
- d) Local machine service facility providing response time of 4 hours or less during normal business hours.
- e) Local machine parts availability.
- f) Front and Rear facing work lights for night operation.
- g) Brake lights.
- h) Backup alarm.
- i) Include adapter allowing attachment of supplied tools to a Caterpillar versalift quick coupler.

**Does the unit bid comply in all respects? YES ( ) NO ( )**