















**ITEM**

**MINIMUM SPECIFICATIONS**

**BIDDERS  
SPECIFICATIONS**

The following equipment, whether or not considered standard, shall be furnished with each unit.

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Fire extinguisher, 10 lb. ABC dry chemical type, mounted in a location determined by City of Casper personnel.

14. Accessories

Motorola 800 MHz Radio. Programmed and installed at a location to be determined by City personnel. A quote will be provided to the vendors for this option to include in the pricing.

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15. Lighting

One spot light: Forward mounted controllable from inside cab. Not less than 1500 lumens. (Roof Mounted "Go Light")

Minimum of two work lights: Forward facing switch activated.

Two reverse flood lights.  
Reverse activated

**(NOTE: All lighting to be LED where applicable)**

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16. Manuals/ Diagnostic Software

Two copies of manufacturer's service diagnostic software, and all required hardware needed to operate the diagnostic software.

Two (2) complete sets of operator's manuals, (2) sets of service manuals, and (2) sets of parts manuals shall be supplied (made specifically for loaders being sold). NO EXCEPTIONS. Or an acceptable electronic version of the above mentioned manuals.

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**ITEM**

**MINIMUM SPECIFICATIONS**

**BIDDERS  
SPECIFICATIONS**

17. Warranty

Specify in writing, to include all parts and labor F.O.B. Casper, for a minimum 12 month period, and shall not include deductibles or travel costs.

List pricing for extended warranty of 5 year 7500 hrs. to include all hydraulics, powertrain, aftertreatment, and axles/transmission.

A five (5) year guaranteed buy-back price with no less than thirty percent of the original purchase price with an option of a three (3) year buy-back.

Provide minimum of two full days of on-site training.

18. Delivery

**Unit shall be delivered with a full tank of fuel, blended for the weather conditions if required.**

**Diesel fuel to be at least the minimum requirements of blended #2/#1 diesel fuel with proper additives to correspond with climate conditions.**

**A copy of the order confirmation to be provided upon completion of order.**

**Original title shall be provided within 30 days of unit delivery to 1800 E. K St., Casper, WY 82601. Title to be made out as: City of Casper, 200 N. David, Casper, WY 82601.**

**Trade-in vehicle will NOT be released for up to 60 days after delivery of new vehicle or until the new loader operates to the satisfaction of the City, whichever is sooner.**

**The winning vendor shall deliver a comparable loader at no charge if the loader is non-operable for more than 36 hours due to manufacturer defects or failures of the chassis, powertrain, or body for a minimum of one (1) year after delivery.**

**Bid to be Valid for "Piggyback" option up to 120 Days After Delivery of the last unit from the initial order.**

19. Preventative Maintenance

A five (5) year preventative maintenance agreement to include providing backup equipment shall be provided.

Horizontal lines for bidder specifications.

**ITEM**

**MINIMUM SPECIFICATIONS**

**BIDDERS  
SPECIFICATIONS**

20. Training

Provide minimum of two full days of on-site training.

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21. Solid Waste Handling Package

Package shall be engineered and assembled at factory plant

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Solid Waste Handling Package shall include:  
All available guarding to protect machine from the operating environment

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Reinforced platform  
Guarding on hitch, bottom cab skirt, Front frame, crankcase, and lights on front and rear.  
Lift cylinder baffles/guards  
Heavy duty ladders  
Belly guards front/rear  
Transmission guards  
Axle guards  
Window guards front/rear/sides  
Heavy Duty cab roof  
Frame guarding front/rear  
Headlight taillight guards  
Heavy duty fenders  
Heavy Counterweight package

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Corrosion protection painting of machine and attachments.

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Factory fitted Special Waste Package of heavy duty construction with proven performance in Solid Waste applications. Bidders shall provide a list of not less than 10 satisfied customers using Special Waste Package in a solid waste processing environment (not recycling) upon request.

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Body and solid waste package shall be engineered for all solid waste processing operations including landfill firefighting and night operations.

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**NOTE: These forms may be duplicated.**

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the bid, and if in the opinion of the City of Casper, the bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Jason Shellabarger, Casper Service Center, Casper, Wyoming, 82601. Phone 307-235-8257.

**PROPOSAL FOR FURNISHING  
TWO (2) NEW FRONT END WHEEL LOADERS  
FOR THE  
PUBLIC SERVICES DEPARTMENT SOLID WASTE DIVISION**

Proposal of (Name) \_\_\_\_\_  
(Address) \_\_\_\_\_

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated October 14, 2016.

BID ITEM: \_\_\_\_\_  
Description: \_\_\_\_\_

Make and Model: \_\_\_\_\_  
Federal Certified GVW: \_\_\_\_\_

- |      |  |          |
|------|--|----------|
| I.   | Price bid for one (1) new front end wheel loader, as specified   | \$ _____ |
| II.  | Trade-in allowance for Unit #660195 Caterpillar 950G 7,132 Hrs.  | \$ _____ |
| III. | Trade-in allowance for Unit #141478 Caterpillar 950H 10,021 Hrs. | \$ _____ |
| IV.  | Extended Warranty (5 Year 7,500 Hour as specified)               | \$ _____ |
| V.   | Maintenance Agreement (5 Year 7,500 Hour as specified)           | \$ _____ |
| VI.  | NET COST TO THE CITY:<br>(Total Price)                           | \$ _____ |

VII. Delivery: F.O.B. manufacturer of the City of Casper's choice within \_\_\_\_ calendar days after award of contract by City Council.

VIII. Trade in unit will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.

In addition to this proposal, the undersigned herewith submits complete information, including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed as per requirements of section II. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day \_\_\_\_\_%; 20 Days \_\_\_\_\_%; 30 Days \_\_\_\_\_%.

Submitted By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

**CITY OF CASPER, WYOMING**  
**SPECIFICATIONS FOR**  
**TWO (2) NEW FRONT END WHEEL LOADERS**  
**(Approved by the City Attorney, 2014)**  
**Dated the 14th Day of October, 2016**

**I. GENERAL:**

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

**II. BID GUARANTY:**

The City of Casper is required by Wyoming Statutes, 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond in the amount of five percent (5%) of the total bid shall be provided for each bid submitted. If the bid is for more than one hundred and fifty thousand dollars (\$150,000), only a bid bond with sufficient surety in the amount of five percent (5%) of the total bid amount will be accepted to consider any bid. Bid with deposit shall be filed with the FLEET OFFICE, Casper Service Center, 1800 E. "K" Street, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

**III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:**

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

**IV. PLACE OF DELIVERY:**

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

**V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:**

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

**VI. WARRANTY:**

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

**VII. SERVICE FACILITIES:**

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

**VIII. DETAILED SPECIFICATIONS:**

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

**IX. STATEMENT OF COMPLIANCE:**

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

**X. CONSIDERATION OF BIDS:**

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

**XI. PAYMENT**

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-601.

**Statute W.S. 16-6-602:**

**16-6-601. Definitions.**

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

**W.S. 16-6-602. Payment of agency accounts; interest.**

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

**XII. SALES TAX EXEMPTION CERTIFICATE:**

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, an exemption certificate will be furnished to the successful bidder.

**XIII. GOVERNING LAW:**

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

**XIV. ADDITIONAL INFORMATION:**

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Jason Shellabarger, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8257.

STANDARD ADVERTISEMENT FOR BIDS  
FOR  
**Two (2) New Front End Wheel Loaders  
FOR THE SOLID WASTE DIVISION OF  
THE PUBLIC SERVICES DEPARTMENT  
CASPER, WYOMING  
(Revised by City Attorney, 2014)**

Notice is hereby given, pursuant to Wyoming Statute Section 15-1-113, that the City of Casper, Wyoming, will receive sealed bids until **2:00 p.m. local time, November 3, 2016**, for the following:

**TWO (2) NEW FRONT END WHEEL LOADERS**

Bids must each be in one sealed envelope with statement thereon "**BID ENCLOSED, TWO (2) NEW FRONT END WHEEL LOADERS for the SOLID WASTE DIVISION OF THE PUBLIC SERVICES DEPARTMENT**" and submitted to the Fleet Office, Casper Service Center, 1800 E. "K" Street, Casper, Wyoming, at or before the above stated time. Bids will be opened publicly, read aloud, and tabulated by the City Manager, or his Designee, at the above stated time and place, unless an alternative site is designated in writing which is posted at the Fleet Office prior to the time of Bid Opening. No bid may be withdrawn for a period of thirty (30) days after the date set for opening thereof. The City of Casper, Wyoming, reserves the right to reject any or all bids and to waive any informalities or technicalities in the bidding; provided, however, that any bid received after the time specified or without accompanying Bid Guaranty, as stated below, will not be considered.

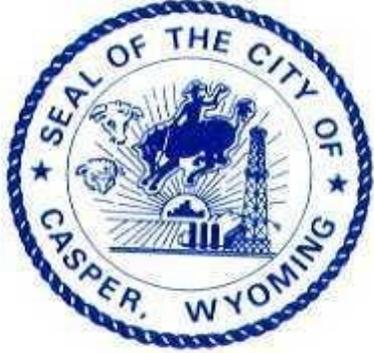
Bidding Documents, including specifications, are currently available from the Casper Service Center, 1800 East "K" Street, Casper, Wyoming. Bidders may obtain one set upon request.

A Bid Guaranty in the form of a properly executed Bid Bond payable to the City in the amount of not less than five percent (5%) of the total base bid amount must accompany each bid. (NOTE: If your bid is less than one hundred fifty thousand (\$150,000.00), you may submit a Cashier's Check for not less than five percent (5%) of the total base bid amount.) The successful Bidder will be required to execute an Agreement with the City, in the form supplied in the bidding documents, within thirty (30) days after Notice of Award is issued. The Notice of Award shall serve as notice that the Agreement is ready for execution. The Bid Guaranty shall be forfeited as liquidated damages if the Bidder fails to execute the Agreement within thirty (30) days after such Notice is issued, or fails to provide proper Bond or other form of Guaranty, as approved. The Bid Guaranty, if a Bid Bond, shall be executed by a surety or guarantee company authorized to do business in Wyoming. The Attorney-in-Fact who executes the Bond on behalf of the surety shall affix a certified and current copy of its Power of Attorney from the surety. No other type of Bid Guaranty will be accepted. The City may proceed against a Bid Guaranty unless either: a) the Agreement has been executed by Contractor and Performance, and Labor and Material Payment Bonds have been furnished, as required; or, b) the specified time has elapsed so that Bids may be withdrawn; or, c) the Bid has been rejected.

V.H. McDonald  
City Manager

Publish: 10-21-16  
10-28-16

**For Projects over \$25,000** -- Estimated Cash Needs for this bid (this allows investments to be aligned with your project's cash needs)

<b>City of Casper</b>	
<b>Bid Processing Check List</b>	
<b>Project Title:</b> <b>Solid Waste Loaders</b> <b>Department:</b> <b>Public Services</b> <b>Division:</b> <b>Solid Waste</b>	

<b>Contact:</b> Jason Shellabarger		<b>Estimated Cost:</b>	\$600,000
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<b>Revenue Source:</b>		<b>Line Item:</b>	
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*(Following Section Completed by Department Head)*

<b>Public Services Director</b>	<input type="checkbox"/>	Date:	
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*(Following Section Completed by Administrative Services)*

<b>Pertinent Dates:</b>	Publish:	
	Open Date:	
	Open By:	
	Room Needed:	

<b>Bid Type (check appropriate):</b>	Construction <input type="checkbox"/>	Purchasing <input type="checkbox"/>
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<b>Review:</b>	Budget Verified: <input type="checkbox"/>
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<b>Approval:</b>	Name:	Date:
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*(Following Section Completed by City Manager's Office)*

<b>Assistant City Mgr</b>	<input type="checkbox"/>	Date:	
<b>City Manager</b>	<input type="checkbox"/>	Date:	
<b>Telecommunications</b>	<input type="checkbox"/>	Date:	Publish #
<b>Imaging</b>	<input type="checkbox"/>	Date:	

Jul 2013:	Aug 2013:	Sep 2013:	Oct 2013:
Nov 2013:	Dec 2013:	Jan 2014:	Feb 2014:
Mar 2014:	Apr 2014:	May 2014:	Jun 2014:
Jul 2014:	Aug 2014:	Sep 2014:	Oct 2014:
Nov 2014:	Dec 2014:	Jan 2015:	Feb 2015:
Mar 2015:	Apr 2015:	May 2015:	Jun 2015:
Jul 2015:	Aug 2015:	Sep 2015:	Oct 2015:
Nov 2015:	Dec 2015:	Jan 2016:	Feb 2016:
Mar 2016:	Apr 2016:	May 2016:	Jun 2016: