## AGREEMENT TO PROVIDE THE PURCHASE OF TWO 4X4 PICKUP TRUCKS WITH SPRAY-IN BEDLINERS

#### between

#### LARAMIE COUNTY, WYOMING and FREMONT MOTOR 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 Fremont Motor Company, located at 1731 W. Main Street, Lander, WY, 82520 ("CONTRACTOR").

#### I. PURPOSE

The CONTRACTOR is to provide the purchase of two new 4X4 pickup trucks with spray-in bedliners, as requested in the RFB issued by the Laramie County Public Works Department.

#### II. TERM

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

#### III. PAYMENT

COUNTY shall pay CONTRACTOR for services upon receipt of the CONTRACTOR'S invoice to the COUNTY as detailed in the RFB attached hereto as Exhibit A, which is fully incorporated herein. The total payment to CONTRACTOR under this Agreement shall not exceed \$88,518.00 (bid amount), unless negotiated by both parties in writing. Payment will be made to CONTRACTOR for materials upon invoice. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

#### IV. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall provide two new 4X4 pickup trucks with a standard manufacturer's warranty and spray-in bedliners as specified in the bid attached hereto as Exhibit B.
- B. CONTRACTOR shall work closely with COUNTY in coordinating the purchase and delivery, CONTRACTOR will work with COUNTY as needed in accordance with such individuals or couriers 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. <u>Termination:</u> 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. <u>Entire Agreement:</u> This Agreement (5 pages), and the attached RFB (13 pages) and the attached Proposal (8 pages) represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.
- C. <u>Assignment:</u> 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. <u>Modification:</u> This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.
- E. <u>Invalidity:</u> 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. <u>Contingencies:</u> 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. <u>Discrimination:</u> 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.

- 1. <u>ADA Compliance</u>: 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. <u>Governmental/Sovereign Immunity:</u> 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. <u>Indemnification</u>: 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. <u>Third Parties:</u> 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. <u>Conflict of Interest:</u> 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. <u>Force Majeure:</u> 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. <u>Limitation on Payment:</u> 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. <u>Notices:</u> 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. <u>Compliance with Law:</u> CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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# AGREEMENT TO PROVIDE THE PURCHASE OF TWO 4X4 PICKUP TRUCKS WITH SPRAY-IN BEDLINERS

# between LARAMIE COUNTY, WYOMING and FREMONT MOTOR COMPANY.

By:	Date		
Chairman Laramie County Commissioners			
ATTEST:			
By: Debra Lee, Laramie County Clerk	Date		
CONTRACTOR: FREMONT MOTOR COMPANY			
By:  Name: David Sutherland  Title: Fleet Manager	Date10-10-25		
This Agreement is effective the date of the last signature affixed to this page.			
REVIEWED AND APPROVED AS TO FORM ONLY:			
By: Laramic County Attorney's Office	Date 10/15/1-5		

## **REQUEST FOR BIDS**

## Laramie County Public Works Two (2) new 4X4 Pickup Trucks Closing Date: September 23, 2025

## **Purpose of Request for Bids (RFB)**

Laramie County is soliciting competitive bids for qualified vendors who can provide two (2) new 4X4 Pickup Trucks to Laramie County Public Works.

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## 1.0 Purpose & Overview

Laramie County Public Works is soliciting competitive, sealed bids from qualified vendors to provide two (2) new 4X4 Pickup Trucks.

## 2.0 Scope of Services

## **Specifications for Bid**

• Full size spare tire

o Meets specifications: Yes No

Estimated date of delivery:
<ul> <li>1/2-ton chassis (must be a base or fleet model)</li> <li>Meets specifications: Yes No</li> </ul>
<ul> <li>Extended or Regular cab (Cab color must be white)</li> <li>Meets specifications: Yes No</li> </ul>
• Gasoline powered engine (Describe engine under bid proposal (No turbo)
Bid proposal
<ul> <li>Four-wheel drive (4X4)</li> <li>Meets specifications: Yes No</li> </ul>
<ul> <li>Automatic transmission</li> <li>Meets specifications: Yes No</li> </ul>
<ul> <li>Cruise control</li> <li>Meets specifications: Yes No</li> </ul>
<ul> <li>Air conditioning</li> <li>Meets specifications: Yes No</li> </ul>
<ul> <li>AM/FM radio (with Bluetooth)</li> <li>Meets specifications: Yes No</li> </ul>
<ul> <li>Rear vision camera</li> <li>Meets specifications: Yes No</li> </ul>
<ul> <li>Off road tires</li> <li>Meets specifications: Yes No</li> </ul>

- Rubber floor mats
  - o Meets specifications: Yes No
- Uplifter switches (Optional bid item)
  - o Meets specifications: Yes No
  - Additional cost: \$
- Spray-in bed liner (Optional bid item)
  - o Meets specifications: Yes No
  - o Additional cost: \$\_\_\_\_\_

#### Safety & Other

- Paper copies of Service, Repair, and Parts Manuals (to be supplied upon delivery)
  - o Meets specifications: Yes No
- One complete set of filters shall be provided
  - o Meets specifications: Yes No

#### **Warranty and Training**

#### TRAINING AND DIAGNOSTICS:

With delivery of the vehicle, a qualified representative shall instruct County Operators and Mechanics in the proper operation, servicing, lubrication, adjustments, and preventative maintenance of the equipment, including the crane.

Vendor will provide, in letter form only, type of warranty supplied on quoted equipment. The letter shall include type of service provided, guarantee of parts, and cost of service during warranty period. Vendor may also provide any other material which they feels gives their equipment an advantage on service and warranty. Please state any extended warranties and their associated cost in the warranty period.

The ability of bidder to provide superior warranty and service may be used to determine successful bidder.

Printed specifications on machine bid shall be presented. All above specifications filled in must be legible. With delivery of equipment and components, Manufacturer's Statement of Origin shall be supplied.

### **Additional Notes:**

A. The respondent shall provide the following information for each proposed system:

- 1. A complete bid including all related costs for providing the equipment, supplies and installation as outlined above.
- 2. Delivery of all equipment, supplies, and installation.
- 3. Enter into a written contract for work with Laramie County.
- 4. Contractor shall comply with all applicable Federal and State statutes and regulations as well as local ordinances.
- B. The person or persons provided by the respondent to complete work shall be fully qualified to provide said services.
- C. All work provided by the respondent shall be in conformance with local, state, and Federal rules and regulations.
- D. All equipment shall be responsive to the needs of the County, shall be performed in accordance with County programs, policies, and procedures, and shall utilize appropriate methods and techniques.
- E. All records, including digital information, video tapes and audio tapes, related to the contract services performed for the County shall be subject to the Wyoming Public Records Laws and shall be maintained and made available in accordance with those laws and public records policies and procedures of the County. Records shall be made available to the County without question upon request of the County, in accordance with the requirements of law. Citizen requests for such records shall be processed through the County. All records, including all types of electronic records, related to the contract and services performed there under shall be the property of the County at the end of the contract, or at the end of the County's fiscal year, or upon demand of the County, whichever occurs first. The County shall specify the minimum records to be maintained by the respondent. The respondent may maintain additional records at its discretion.

#### 3.0 General Terms & Conditions

#### 3.1 RFB Closing Date

Bids must be received by the Laramie County Public Works Department (LCPW) at 13797 Prairie Center Circle, Cheyenne, Wyoming 82009 no later than **2:00 PM, MST, on September 23, 2025.** Bids received after this time will not be considered. Please note for bid delivery purposes, the hours of operation for LCPW are Monday through Thursday, 6:00 AM to 4:30 PM, MST.

#### 3.2 Delivery of Bids

All bids shall be sealed and delivered or mailed to the address of Laramie County Public Works (faxes and emails will not be accepted).

#### 3.3 Pre-bid Information

No specific pre-bid meeting will be held. Each respondent shall contact John Poelma 307-633-4690 or john.poelma@laramiecountywy.gov to discuss the bid with the County, if needed.

#### 3.4 Public RFB Opening

Only the names of the vendors submitting bids will be read aloud at the RFB opening. The bids will be available for inspection during normal business hours in the Laramie County Public Works Department within three (3) working days of the closing date, by appointment. Bid opening will occur on **September 23**, **2025**, at **2:15 PM** at the Laramie County Public Works office. A complete tabulation of bids will be available after it is completed.

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFB openings or meetings should contact the Public Works Department in Cheyenne at (307) 633-4690 at least five (5) days prior to the date.

#### 3.5 Bid Form

- A. See Submittal Requirements for complete details.
- B. Each respondent shall submit THREE (3) complete sets of the bid form, one marked "ORIGINAL" and TWO (2) marked "COPY". The bid shall be submitted on an exact copy of the attached bid form.
- C. The bid form must be signed by an official authorized to legally bind the respondent to all RFB provisions contained herein.
- D. Terms and conditions differing from those in this RFB may be cause for disqualification of the bid.

#### 3.6 Questions Concerning RFB

Questions concerning any portion of this RFB should be directed in writing to John Poelma, Public Works Department, named below, who shall be the official point of contact for this RFB. Mark cover page or envelope(s) "4X4 Pickup Trucks".

Submit questions to:

John Poelma Deputy Director Public Works (307) 633-4302

John.Poelma@laramiecountywy.gov

#### 3.7 Clarification and Addenda

It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable) through the Assistant Director named above. The County will not be responsible for

any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

If it becomes necessary to revise or amend any part of this RFB, notice may be obtained by accessing the Laramie County web site. Respondents in their bid must acknowledge receipts of amendments. Each respondent should ensure that they have received all addenda and amendments to this RFB before submitting their bid. Please check the Laramie County web site at <a href="http://www.laramiecountywy.gov">http://www.laramiecountywy.gov</a> for any addenda.

#### 3.8 Award

The County reserves the right to award the contract to the respondent(s) that the County deems to offer the best overall bid(s). The County is therefore not bound to accept a bid on the basis of lowest price. In addition, the County at its sole discretion, reserves the right to cancel this RFB, to modify the quantities of product we purchase, to reject any and all bids, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. The County also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the County's best interest.

#### 3.9 Contract

The contents of this RFB and all provisions of the successful bid deemed pertinent by the County may be incorporated into a contract and become legally binding. A separate contract document will be issued.

The County Commissioners are the sole Contracting Officer for Laramie County, Wyoming, and only he/she or his/her designee is authorized to make changes to any contract. The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Price Agreement. The County shall not be responsible for any order, change, substitution or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement or change order, the respondent should promptly contact the Public Works Department at (307) 633-4690.

#### 3.10 Disclosure of RFB Content

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RFB. Selection or rejection of any bid does not affect this right.

#### 3.11 Respondent's Responsibility

A respondent, by submitting a bid represents that:

- A. The respondent has read and understands the RFB in its entirety that and the bid is made in accordance therewith, and
- B. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and;
- C. Before submitting a bid, each respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by Laramie County upon which the respondent will rely. If the respondent receives an award because of its bid submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief.

#### 3.12 Payment Terms

The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.

#### 3.13 Minor Irregularities

The County reserves the right to waive minor irregularities in bids, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.

#### 3.14 Deviations

All bids must clearly and with specific detail, note all deviations to the exact requirements imposed upon the respondent by the General Terms & Conditions. Such deviations must be stated upon the Bid Form; otherwise, Laramie County will consider the subject bids as being made in strict compliance with said General Terms & Conditions to respondents; the respondent being held therefore accountable and responsible. Respondents are hereby advised that Laramie County will only consider bids that meet the exact requirements imposed by the General Terms & Conditions; except, however, said bids may not be subject to such rejection where, at the sole discretion of Laramie County, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the RFB process by affecting the amount of the bid such that an advantage or benefit is gained to the detriment of the other respondents.

#### 3.15 Selection Criteria

Each bid shall be evaluated using the following criteria:

- 1. Proper submittal of ALL documentation as required by this bid
- 2. Overall scope and quality of the proposed project
- 3. Meeting or exceeding the requirements of the RFB
- 4. Quality and compatibility of the work proposed
- 5. Ability to accomplish project in a timely manner
- 6. The benefits to Laramie County as it pertains to:
  - a. Related experience in the areas covered in the RFB
  - b. Past record of performance on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work and ability to meet schedules
  - c. Experience, ability, and overall quality of past and current projects

#### 3.16 Termination / Cancellation of Contract

The County reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice. Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, materials, statements of accounts, etc., required and not received). Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract.

#### 3.17 Incurred Expenses

This RFB does not commit Laramie County to award a contract. Nor shall Laramie County be responsible for any cost or expense which may be incurred by the respondent in preparing and submitting the bid called for in this RFB, or any cost or expense incurred by the respondent prior to the execution of a contract agreement.

#### 3.18 Presentations by Respondents

Laramie County, at its sole discretion, may ask individual respondents to make oral presentations and/or demonstrations without charge to the County.

The County reserves the right to require any respondent to demonstrate to the satisfaction of the County that the respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the contract. The demonstration must satisfy the County and the County shall be the sole judge of compliance.

Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original bid package.

#### 3.19 Minimum Specifications

The specifications listed in the Scope of Service are the minimum required performance specifications for this RFB. They are not intended to limit competition nor specify any particular respondent, but to ensure that the County receives quality services.

#### 3.20 Respondent's Personnel

The respondent shall be responsible for ensuring that its employees, agents and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position. The respondent certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended. During the performance of the contract, the respondent agrees to the following:

The respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the respondent.

The respondent agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The respondent, in all solicitations or advertisements for employees placed by or on behalf of the respondent, shall state that such respondent is an Equal Opportunity Employer.

### 3.21 Bid Acceptance/Rejection

The County reserves the right to accept or reject any or all bids received as a result of this RFB, or to negotiate separately with competing respondents, and to waive any informalities, defects, or irregularities in any bid, or to accept that bid or bids, which in the judgment of the proper officials, is in the best interest of the County.

## 4.0 Submittal Requirements

Bids shall include all the information solicited in this RFB, and any additional data that the respondent deems pertinent to the understanding and evaluating of the bid. Bids shall be organized, and sections tabbed in the following order. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All bids shall include at minimum:

#### **Tab 1 – Respondent's Profile**

A brief profile of the firm, including the firm's overall qualifications to provide services necessary to fulfill all requirements outlined in the project Scope of Work.

#### Tab 2 - Completed Bid Form (use attached form)

#### Tab 3 – References

List at least three (3) recent references where the equivalent project(s) have been conducted within the past five years.

#### Tab 4 – Other Information

Include any additional information you believe will assist the County in the selection process of qualified respondents. Please be succinct.

#### 5.0 Disclosures

The laws of Wyoming require that the contents of all bids shall be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the bid. The entire bid cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, Laramie County will notify the vendor to permit the vendor to defend the proprietary nature of the information.

If a respondent discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in this document, the respondent shall immediately notify the issuing office. If the respondent is awarded a contract, then such respondent will not be entitled to additional compensation, relief, or time by reason of the error or its later correction.

The successful respondent will be expected to enter into a contract with Laramie County upon terms acceptable to the County.

Following the award of the contract, responses to this bid are subject to release as public information unless specific parts of the response can be shown to be exempt from the laws of the State of Wyoming. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. Laramie County assumes no obligation or responsibility for asserting legal arguments on behalf of potential respondents.

If a respondent believes that parts of a bid are confidential then the respondent must so specify. The respondent must mark in bold red letters the term "CONFIDENTIAL" on that part of the

response, which the respondent believes to be confidential. The respondent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the respondent believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. Laramie County will be the sole judge as to whether a claim is general and/or vague in nature. All parts of bids, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful bid may be considered public information even though parts are marked confidential.

Bids must be signed by a person authorized to commit the respondent to provide the services requested in this RFB. Submission of a signed bid will be interpreted to mean the respondent has agreed to all terms and conditions set forth in all of the sheets which make up this RFB.

Laramie County accepts no obligations for the costs incurred in responding to this RFB in anticipation of being awarded a contract. Laramie County reserves the right to reject any and all submitted bids. It is understood that all bids become the property of Laramie County and will be available for public inspection. No obligation is made by retention of these bids, nor is Laramie County committed to awarding a contract as a result of this RFB.

Each respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this bid. Examples of potential conflicts may include an existing business or personal relationship between the respondent, its principal or any affiliate or subcontractor, with Laramie County or any other entity or person involved in any way in the project that is the subject of this RFB. Similarly, any personal or business relationship between the respondent, the principals, or an affiliate or subcontractor, with any employee of Laramie County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict should be disclosed. Failure to disclose any such relationship or reveal personal relationships with Laramie County employees may be cause for contract termination. Laramie County will decide if an actual or perceived conflict should result in bid disqualification. By submitting a response to this RFB, all respondents affirm that they have not given, nor intend to give, any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a Laramie County employee or representative in connection with the procurement.

#### **Governmental Immunity**

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

#### Indemnification

To the fullest extent permitted by law, the successful respondent agrees to indemnify and hold harmless Laramie County, its appointed officials, elected officials, employees and volunteers

from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with any work performed by or on behalf of respondent for Laramie County pursuant to any agreement with Laramie County.

#### **Termination**

The selection may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of the RFB or any subsequent agreement; (b) by either party, with thirty days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

#### Force Majeure

Neither the respondent nor Laramie County shall be liable to perform under this RFB or subsequent agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

The submission of a bid shall be considered acceptance to all the terms and conditions provided herein and in the various bid documents, unless specifically noted otherwise in the bid.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

## 6.0 BID FORM (Attachment)

TO: John Poelma 13797 Prairie Center Circle Cheyenne, WY 82009 (307) 633-4302

The undersigned hereby declares that [firm name]					
have carefully examined the specifications	to furnish: Two (2) new	4x4 Pickup T	rucks for		
which bids were advertised to be received	which bids were advertised to be received no later than 2:00 PM, MST, September 23, 2025				
and further declare that [firm name]					
		will furni	sh the said		
work according to specifications.					
Proposed Cost Total Estimated Cost for Pr	roject: \$				
The above prices are all inclusive; County			on. The County		
reserves the right to add additional related					
publishing of this RFB to any resulting cor					
is mutually agreeable.	, 1 <i>C</i>				
Have you supplied the Submittal Requirem	nents outlined above?	YES	NO		
Laramie County reserves the right to reject					
all or any part of any bid as they may deem	•		-		
I hereby certify that I have read and unders		•			
that I as the respondent, will comply with a	_	_			
execute this bid/offer document and any co	-	·			
of this RFB.	mace(s) and or other dan	isactions requi	ica oy awara		
Company			(Print name)		
By			_ (FIIII Haille)		
Signature					
Address					
City	State	ZIP_			
Telephone	Fax				
E-Mail Address: DUNS#					
DUNO#					

Original



## **About Fremont Motor Company**

The moment you enter one of our <u>Fremont Motor Companies dealerships</u>, you're going to receive an abundance of support. We've got you covered when it comes to a wide array of services. Drivers in Wyoming can depend on us all the way.

## A Tradition of Success

Fremont Motor Company, a family-owned business with deep roots in Wyoming, continues to thrive under the leadership of Arin Emmert, a fourth-generation car dealer who has inherited the passion and dedication that has long defined our company. Founded in 1938 by Clyde Guschewsky, the company was later nurtured by James Guschewsky, then Chuck Guschewsky, whose personal vision and leadership saw the company's growth and expansion. Today, we honor the legacy of Chuck Guschewsky, who passed away in 2021, leaving behind a legacy of excellence and community service.

Arin Emmert, a 2007 graduate of Creighton University with a B.S.B.A. in entrepreneurial management and a minor in Spanish, brings a fresh perspective and a dynamic approach to the business. Her journey in the automotive industry began at the age of 17, evolving from answering phones to becoming the CEO in 2021. Her experience includes working with Toyota Motor Sales and managing various roles within our family's dealerships before taking the helm of the company.

Under Arin's leadership, Fremont Motor Company oversees 15 locations in Wyoming, representing a range of brands including Chevrolet, Chrysler, Dodge, Fiat, Ford, GMC, Honda, Jeep, Ram, Toyota, and Volkswagen. Her commitment to continuous learning and identifying new ways to expand the company has not only driven our success but also fostered a workplace environment where team members can achieve professional heights they never thought possible.

Fremont Motor Company is more than just a car dealership. We are a team dedicated to making a difference in our communities. Our commitment to social responsibility is evident through various community activities, charities, and nonprofit organizations. We believe in giving back, from sponsoring sports teams to providing meals to children in local schools. Our philosophy of trust and growth extends beyond our business operations to our state, our employees, and the people we serve.

Fremont Ford

## 1.0 Purpose & Overview

Laramie County Public Works is soliciting competitive, sealed bids from qualified vendors to provide two (2) new 4X4 Pickup Trucks.

## 2.0 Scope of Services

## **Specifications for Bid**

Estimated date of delivery: 120 days ARO
<ul> <li>1/2-ton chassis (must be a base or fleet model)</li> <li>Meets specifications Ves No</li> </ul>
<ul> <li>Extended or Regular cab (Cab color must be white)</li> <li>Meets specifications Yes No</li> </ul>
• Gasoline powered engine (Describe engine under bid proposal (No turb•)
Bid proposal 5.0 L V8
<ul> <li>Four-wheel drive (4X4)</li> <li>Meets specifications Yes No</li> </ul>
Automatic transmission     Meets specifications. Yes No
Cruise contrel     Meets specifications Yes No
Air conditioning     Meets specifications Yes No
AM/FM radio (with Bluetooth)     Meets specifications. Yes No
Rear vision camera
<ul> <li>Off road tires</li> <li>Meets specification: Yes No</li> </ul>
Full size spare tire     Meets specifications Ves. No.

Frement Ford

- Rubber floor mats
  - o Meets specifications: Yes No
- Uplifter switches (Optional bid item)
  - o Meets specifications: Yes (No)

N/A from Factory

Additional cost: \$

- Spray-in bed liner (Optional bid item)
  - o Meets specifications (Yes )No
  - o Additional cost: \$\_569.00

#### Safety & Other

- Paper copies of Service, Repair, and Parts Manuals (to be supplied upon delivery)

o Meets specifications: Yes (No) Paper Not available. USB provided.

- One complete set of filters shall be provided
  - o Meets specifications (Yes ) No

#### Warranty and Training

#### TRAINING AND DIAGNOSTICS:

With delivery of the vehicle, a qualified representative shall instruct County Operators and Mechanics in the proper operation, servicing, lubrication, adjustments, and preventative maintenance of the equipment, including the crane.

Vendor will provide, in letter form only, type of warranty supplied on quoted equipment. The letter shall include type of service provided, guarantee of parts, and cost of service during warranty period. Vendor may also provide any other material which they feels gives their equipment an advantage on service and warranty. Please state any extended warranties and their associated cost in the warranty period.

The ability of bidder to provide superior warranty and service may be used to determine successful bidder.

Printed specifications on machine bid shall be presented. All above specifications filled in must be legible. With delivery of equipment and components, Manufacturer's Statement of Origin shall be supplied.

#### Additional Notes:

A. The respondent shall provide the following information for each proposed system:

## 6.0 BID FORM (Attachment)

TO: John Peelma 13797 Prairie Center Circle Cheyenne, WY 82009 (307) 633-4302

The undersigned hereby declares that [firm name] Fromont Motor Company				
have carefully examined the specifications to furnish: Two (2) new 4x4 Pickup Trucks for				
which bids were advertised to be received no later than 2:00 PM, MST, September 23, 2025				
and further declare that [firm name]				
Fremont Motor Company will furnish the said				
werk according to specifications.				
Proposed Cost Total Estimated Cost for Project: \$ 87,380				
The above prices are all inclusive; County shall pay no other forms of compensation. The County				
reserves the right to add additional related services that were not known at the time of the				
publishing of this RFB to any resulting contract, upon negotiations with awarded contractors that				
is mutually agreeable.				
Have you supplied the Submittal Requirements outlined above? YES NO				
Laramie County reserves the right to reject any or all bids, to waive informalities, and to accept				
all or any part of any bid as they may deem to be in the best interest of the County.				
I hereby certify that I have read and understand the requirements of this Request for Bids and,				
that I as the respondent, will comply with all requirements, and that I am duly authorized to				
execute this bid/offer document and any contract(s) and/or other transactions required by award				
of this RFB.				
Company Fremont Motor Company				
Company Fremont Motor Company  By David Sutherland (Print name)				
Signature				
Address 1731 W. Main St.				
City Lander State Wy ZIP 82520				
Telephone 307-286-7048 Fax				
E-Mail Address: dsuth orland @ tremont motors.com				



## References

Dale Spiess, Fleet Manager
State of Wyoming
Department of Administration & Information
General Services Division – MVMS
723 W 19<sup>th</sup> St
Cheyenne, WY 82002
307-777-7248
Dale\_spiess@wyo.gov

Jennifer Charley
Budget Manager & Acting Purchasing Coordinator
Wyoming Game and Fish Department
5400 Bishop Blvd
Cheyenne, WY 82009
307-777-4583
Jennifer.charley@wyo.gov

Chance Walkama, Chief Deputy
Administrative Services Division
Laramie County Sheriff's Office
1910 Pioneer Ave
Cheyenne, WY 82001
307-633-4712
Chance walkama@laramiecountywy.gov



Prepared by: DAVID SUTHERLAND

09/22/2025

Frement Motor Company | 1731 West Main Street Lander Wyoming | 825203478

026-2025 F-150 4x4 Regular Cab 8' box 141" WB XL (F1L)

Price Level: 570

## As Configured Vehicle

Description

#### **Base Vehicle**

Base Vehicle Price (F1L)

\$42,465.00

#### **Packages**

#### Equipment Group 101A Standard

N/C

Includes:

- Transmission: Electronic 10-Speed Automatic

Includes SelectShift with progressive range select and selectable drive medes: normal, ECO, sport, tow/haul. slippery, deep snow/sand and mud/ruf.

- Wheels: 17" Silver Steel
- Cloth 40/20/40 Front Seat
- Includes 2-way manual driver/passenger and armrest.
- Radio: AM/FM Stereo w/SiriusXM 360L

Includes 4 speakers and auxiliary audie input jack. Nete: includes a three (3)-menth prepaid subscription. Service is not available in Alaska and Hawaii. Note: all SiriusXM services require a subscription, sold separately by SiriusXM after the trial period. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates. Fees and taxes apply. See the SiriusXM customer agreement & privacy policy at http://www.siriusxm.com/ www.siriusxm.com/ www.siriusxm.com/ www.siriusxm.com/ www.siriusxm.com/ www.siriusxm.com/ www.siriusxm.com/ www.siriusxm.com/ www.siriusxm.com/FAQS for most current service area information. Availability of some services and features is subject to device capabilities and location restrictions. All fees, content and features are subject to change. SiriusXM, Pandora and all related loges are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.

- SYNC 4 w/Enhanced Voice Recognition

Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, \$11 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition.

#### Powertrain

Engine: 5.0L V8 \$2,340.00

Includes auto start-stop technology.

Includes:

- Electronic Locking w/3.73 Axle Ratio
- GVWR: 7,000 lbs Payload Package

#### Transmission: Electronic 10-Speed Automatic

included

Includes SelectShift with progressive range select and selectable drive modes; normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.

Electronic Locking w/3.73 Axle Ratio

Included

GVWR: 7,000 lbs Payload Package

Included

Wheels & Tires

Wheels: 17" Silver Steel

Included

Seats & Seat Trim

Cloth 40/20/40 Front Seat

Included

Includes 2-way manual driver/passenger and amnest.

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: DAVID SUTHERLAND

09/22/2025

Fremont Motor Company | 1731 West Main Street Lander Wyoming | 825203470

2025-F-150 4x4 Regular Cab 8' box 141" WB XL (F1L)

Price Level: 570

## As Configured Vehicle (cont'd)

Description

MSRP

#### Other Options

141" Wheelbase

STD

Monotone Paint Application

STD

#### Radio: AM/FM Stereo w/SiriusXM 360L

included

Includes 4 speakers and auxiliary audio input jack. Note: includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Note: all SiriusXM services require a subscription, sold separately by SiriusXM after the trial period. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates. Fees and taxes apply. See the SiriusXM customer agreement & privacy policy at http://www.siriusxm.com/ www.siriusxm.com/ for full terms and how to cancel, which includes enline methods or calling 1-866-635-2349. Available in the 48 contiguous United States, D.C., and Puerto Ricc (with coverage limits and capable receiver). Visit http://www.siriusxm.com/FAQS for most current service area information. Availability of some services and features is subject to device capabilities and location restrictions. All fees, content and features are subject to change. SiriusXM, Pandera and all related logos are trademarks of Sirius XM. Radio Inc., and its respective subskitations. subsidiaries.

#### Includes:

- SYNC 4 w/Enhanced Voice Recognition

Includes 12" LCD capacitive teuchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition.



Tough Bed Spray-In Bedliner



\$625.00

Ford accessory.

#### **Fleet Options**

#### Fleet Customer Powertrain Limited Warranty

N/C

#### Requires valid FIN code.

Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.

Tires: LT265/70R17C BSW A/T (Fleet)

\$495.00

Requires valid FIN code.

#### **Emissions**

50 State Emissions System	STD
SUBTOTAL	\$45,925.00
Destination Charge	\$2,595.00
TOTAL	\$48,520.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2



# STATE OF WYOMING

# CERTIFICATE OF RESIDENCY



Contractor Number: 1121

#### THIS CERTIFIES THAT:

## FREMONT MOTOR COMPANY

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

GRANTED THIS 2<sup>ND</sup> DAY OF JULY TWO THOUSAND AND 25

Lee Williams

Lee Williams, Business Consultant Manager

**EXPIRATION DATE: 7/1/2026** 

To verify the authenticity of the certificate, please contact our office at 307-777-7261 or visit dws.wyo.gov/dws-division/labor-standards



**CERTIFICATE SERIAL NUMBER: 0207202512**