

**AGREEMENT TO PROVIDE THE PURCHASE, OF (4) NEW BEDS AND SANDERS
RETROFITTED FOR EXISTING FLEET FOR THE LARAMIE COUNTY PUBLIC
WORKS DEPARTMENT**

between

**LARAMIE COUNTY, WYOMING and KOIS BROTHERS EQUIPMENT COMPANY
INC.**

This Agreement is made and entered into by and between Laramie County, Wyoming, 310 W. 19th Street, Suite 300, Cheyenne, Wyoming, 82003 ("COUNTY") and Kojs Brothers Equipment Company Inc., 5200 Colorado Blvd, Commerce City, CO 80022 ("CONTRACTOR").

I. PURPOSE

The CONTRACTOR is to provide the purchase of (4) new beds and sanders retrofitted for the existing fleet (hereinafter referred to as Beds & Sanders) 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 Beds and Sanders 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 \$399,776.00 (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 (4) new beds and sanders retrofitted for the existing fleet 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 curriers as deemed appropriate by COUNTY.
- C. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are

concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR, which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions.

V. GENERAL PROVISIONS

A. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

B. Entire Agreement: This Agreement (5 pages), and the attached RFB (13 pages) and the attached Proposal (13 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. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

D. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

E. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

F. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended, nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

G. Contingencies: CONTRACTOR certifies and warrants no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

H. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

I. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

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

K. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

L. Third Parties: The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement and shall inure solely to the benefit of the parties to this Agreement.

M. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

N. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

O. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for

which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services, which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

P. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

Q. Compliance with Law: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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**PURCHASE OF FOUR BEDS AND SANDERS RETROFITTED TO EXISTING FLEET
BETWEEN
LARAMIE COUNTY, WYOMING AND KOIS BROTHERS EQUIPMENT COMPANY.**

Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: Kois Brothers Equipment Company

By: _____ Date 3-23-2023
Name: Jesse McKinley
Title: Territory Manager

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By: W. W. W. W. W. Date 3.23.23
Laramie County Attorney's Office

**Bid Tabulation- Public Works Beds Sanders
Thursday February 16, 2023 at 2:15pm**

<u>Bidder</u>	<u>Experience</u>	<u>Meets Specifications</u>	<u>Schedule</u>	<u>Past Performance</u>	<u>Insurance and Bond</u>	<u>Bid Price</u>
Kois Brothers Equipment Company Inc.	Good	Yes	Parts - 180 Days Time In Shop - 60 to 90 Days	Yes		\$99,944.00 Each\$399,776.00 Total
AmeriTech Equipment Company	Good	Yes	Parts - 15-20 Weeks Time In Shop - 60 to 90 Days	Yes		\$98,900 Each \$395,600 Total
AmeriTech Equipment Company	Good	Yes	Parts - 15-20 Weeks Time In Shop - 60 to 90 Days	Yes		\$ 101,900 Each \$407,600 Total
AmeriTech Equipment Company	Good	Yes	Parts - 15-20 Weeks Time In Shop - 60 to 90 Days	Yes		\$116,350 Each \$465,400 Total



KOIS BROTHERS EQUIPMENT CO., INC.

Unique Entity ID SYTPGGN99HY1	CAGE / NCAE 1KJA5	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jan 10, 2024	
Physical Address 5200 Colorado BLVD Commerce City, Colorado 80022-3715 United States	Mailing Address 5200 Colorado BLVD Commerce City, Colorado 80022-3715 United States	

Business Information

Doing Business as (blank)	Division Name Colorado	Division Number 1
Congressional District Colorado 07	State / Country of Incorporation Colorado / United States	URL koisbrothers.com

Registration Dates

Activation Date Jan 12, 2023	Submission Date Jan 10, 2023	Initial Registration Date Feb 19, 2002
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Entity Dates

Entity Start Date May 29, 1969	Fiscal Year End Close Date Dec 31
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Immediate Owner

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

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

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

Proceedings Questions

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

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

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

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Manufacturer of Goods
Profit Structure For Profit Organization		

Socio-Economic Types

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

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	No

EFT Indicator	CAGE Code
0000	1KJA5

Points of Contact**Electronic Business**

✎	5200 Colorado BLVD
Ernest Kois, VP Finance	Commerce City, Colorado 80022
	United States

Gregory S Shelhammer, Administrator	5200 Colorado BLVD
	Commerce City , Colorado 80022
	United States

Government Business

✎	5200 Colorado BLVD
Gary G Kois, President	Commerce City, Colorado 80022
	United States

Scott Kois, VP Operations	5200 Colorado BLVD
	Commerce City , Colorado 80022
	United States

Past Performance

✎	5200 Colorado BLVD.
Gary Kois, President	Commerce City, Colorado 80022
	United States

Ernest Kois, VP-Finance	5200 Colorado BLVD.
	Commerce City, Colorado 80022
	United States

Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	336211	Motor Vehicle Body Manufacturing
	332313	Plate Work Manufacturing
	423810	Construction And Mining (Except Oil Well) Machinery And Equipment Merchant Wholesalers
	811111	General Automotive Repair
	811198	All Other Automotive Repair And Maintenance

Product and Service Codes

PSC	PSC Name
AS21	R&D- Modal Transportation: Surface Motor Vehicles (Basic Research)

Disaster Response

This entity does not appear in the disaster response registry.

Laramie County Public Works
13797 Prairie Center Circle
Cheyenne, WY 82009

Request For Bids
Retrofitted Dump Bodies and Sanders

Tab 1 – Respondants Profile

Company History

Kois Brothers Equipment Company was established in 1968 as a manufacturer of commercial solid waste containers, and custom truck bodies. In the 1970's the company expanded into the distribution of machinery and truck mounted equipment for truck chassis ranging from Class 3 up to Class 8.

Kois Brothers is a full line equipment distribution company supporting city, county, state, federal government and private industry with a variety of quality products that utilize sophisticated electrical and hydraulic systems.

Organizational Structure

We have three brick and mortar locations with service technicians and parts inventory.
5200 Colorado Blvd. Commerce City, CO 80022
2107 Harnish Blvd. Billings, MT 59101
1610 River Drive North. Great Falls, MT 59401
Jesse McKinley is the territory sales representative that lives in Cheyenne, Wyoming.

Ownership Interests

Kois Brothers is owned and operated by three brothers; Garry, Ernie and Scott.

Active Business Venue

Kois Brothers operates in Montana, Wyoming, Nebraska Panhandle and Colorado.

Present Status and Projected Corporate Direction

Kois Brothers has been in the truck and equipment business for over 50 years. We strive to supply the highest quality of equipment so that customer up time in field is maximized.

Overall Qualifications to Provide Summary of Equivalent Services as the Scope of Work

Kois Brothers has been providing Snow Plow and dump body products since 1980's. We have installed equipment, trained operators and repair staff on Snow Plow equipment. We have a staff of technician's factory trained and ASE certified Master Truck Equipment technicians, including E1R installation & repair, E2R electrical/electronic systems, E3R auxiliary power systems.

Original

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] Ko's Brothers Equipment Company Inc.

have carefully examined the specifications to furnish: Retrofitting for Beds and Sanders (4) for which bids were advertised to be received no later than 2:00 PM, MST, February 16, 2023 and further declare that [firm name]

Ko's Brothers Equipment Company Inc. will furnish the said work according to specifications.

Proposed Cost Total Estimated Cost for Project: \$ 99,944⁰⁰ each / \$ 399,776⁰⁰ x 4

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? X 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 Ko's Brothers Equipment Company Inc.

By Jesse McKinley (Print name)

Signature [Signature]

Address 5200 Colorado Blvd

City Commerce City State CO ZIP 80022

Telephone (307) 760-1029 Fax 303-298-8527

E-Mail Address: jmcinley@ko'sbrothers.com

DUNS# 04-812-9050 Fed I.D. # 84-0590761

1.0 Purpose & Overview

Laramie County Public Works is soliciting competitive, sealed bids from qualified vendors to provide four (4) new beds and sanders, retrofitted to our existing fleet.

2.0 Scope of Services

Specifications for Bid

Estimated date of delivery: *Dump bodies can be available within 45 days, sanders are appx 180 days. We need 60-90 days per truck once dump bodies arrive.*

General Bed and Frame

- yes* • Beds to be mounted to County provided chassis
- yes* • Removal and disposal of old bed on County provided chassis
- yes* • Removal of stacked secondary frame rail
- yes* • Once existing beds are removed, an inspection of the existing rear frame/chassis is to be completed by the winning bidder for additional repairs. The winning bidder is to provide the County with a list of suggested repairs and associated costs. The County reserves the right to select which additional repairs are to be performed.
- yes* • Stainless steel dump beds preferred, Hardox acceptable
- County choice* o Stainless steel: \$55,701⁰⁰
- o Hardox: \$45,348⁰⁰ /
- yes* • Frame to be scaled and painted from rear of cab to rear of chassis
- yes* • LED flashing beacon lights to be mounted to headache rack and sander
- yes - 1 on sander* • Dual electric box vibrator

General Hydraulic System

- yes* • Updated new hydraulic lift cylinder, mounted to front of box
- yes* • Refurbished chassis hydraulic system
- yes* • Refurbish front plow hydraulic system

Large V-Box Spreader

- Ⓒ Must be stainless steel box
 - o Meets specifications Yes No
- Must be on free standing legs
 - o Meets specifications Yes No
- Chain conveyor, with variable speed option
 - o Meets specifications Yes No

Large V-Box Spreader(continued)

- Disc broadcaster with variable speed option
 - Meets specifications: Yes No
- Rear folding ladder
 - Meets specifications: Yes No
- Ground level adjustable rear chute gate
 - Meets specifications: Yes No
- Full chassis signal lights, to include strobe/warning lights and working lights
 - Meets specifications: Yes No
- Sander secured with tailgate latch mechanism on bed of truck
 - Meets specifications: Yes No
- Secondary tie down ratchet straps
 - Meets specifications: Yes No
- Removable spreader box for towing
 - Meets specifications: Yes No

Safety & Other

- Updated backup alarm
 - Meets specifications: Yes No
- Paper copies of Service, Repair, and Parts Manuals (to be supplied upon delivery)
 - Meets specifications: Yes No

County will perform inspections/testing before acceptance upon return of vehicle. 10 working days shall be provided for county to perform inspections/testing.

WARRANTY PROGRAM AND SERVICE:

Vendor will provide, in letter form only, the type of warranty supplied on quoted beds and sanders. 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 feel gives their product an advantage on service and warranty. Please state any extended warranties and their associated cost in the warranty period.

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

Printed specifications on beds and sanders bid shall be presented. All above specifications filled in must be legible.

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Laramie County Public Works
13797 Prairie Center Circle
Cheyenne, WY 82009

Request For Bids
Retrofitted Beds and Sanders

Tab 3 – References

Ferrovia Services Infrastructure, Had their fleet of plow trucks retrofitted almost exactly what Laramie County is requesting. Projects took place throughout 2022.
Nick Reinsvold 303-264-0182

Town of Windsor, We build plow trucks for Windsor. We are currently building 2 units.
Chris Dempsey 970-674-5409

Town of Erie, We build plow trucks for Erie.
Rich Lucas 303-591-7895

K O I S EQUIPMENT COMPANY INC.

DENVER
5200 Colorado Blvd.
Commerce City, CO 80022
Phone: 303-298-7370
Fax: 303-298-8527

BILLINGS
2107 Hamish Blvd.
Billings, MT 59101
Phone: 406-652-3975
Fax: 406-652-3744

GREAT FALLS
1610 River Drive North
Great Falls, MT 59401
Phone: 406-452-2757
Fax: 406-452-2799

DATE 02/16/23
PAGE 1
QUOTE NO. 23-1617
*** QUOTE ***

SOLD TO:
LARAMIE COUNTY PUBLIC WORKS
13797 PRAIRIE CENTER CIRCLE

CHEYENNE WY 82009

SHIP TO:
LARAMIE COUNTY PUBLIC WORKS
13797 PRAIRIE CENTER CIRCLE

CHEYENNE WY 82009

CUSTOMER PO	CUSTOMER NUM	SHIP VIA	SALESMAN	TERMS	CUSTOMER PHONE
QUOTE	12380	FOB DENVER	716	N10	307-633-4302

Laramie County,

We are pleased to submit the following quotation for your consideration. The equipment we are providing is supplying the best possible solution to your equipment needs. We strive to give the highest quality of equipment so that your up time is maximized. Please review the quote and let us know if there is anything we can change for you. Thank you for working with Kois Brothers Equipment Company. We look forward to meeting your needs.
Thank You,

Jesse McKinley
(307) 760-1029

Options:

Stainless steel dump body in lieu of Hardox	\$55,701.00
AR400 dump bodies in lieu of Hardox (only 2 available)	\$41,125.00

PART NUMBER	DESCRIPTION	QTY ORD	UOM	PRICE	EXTENDED
BEAUROC DUMP BODY	*DH36-42 14' HARDOX STEEL	1.00	EA	45,348.00	45,348.00

REMOVAL & DISPOSAL OF COUNTIES' DUMP BODY
SAND BLAST AND PAINT FRAME FROM CAB BACK
LED LIGHT PACKAGE
RETROFIT OR REPLACE PINTLE PLATE TO FIT
DUMP BODY W/ NO SUB-FRAME
KOIS BUILT WIRE HARNESS

EV100-14 SELECT	*14' STAINLESS STEEL SPREADER	1.00	EA	45,672.00	45,672.00
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STAINLESS STEEL LEG STANDS
STAINLESS TAILGATE LATCH BAR
NYLON STRAP KIT
STOP TAIL TURN STROBE LIGHT BAR

*** CONTINUED NEXT PAGE ***

K O I S EQUIPMENT COMPANY INC.

DENVER
5200 Colorado Blvd.
Commerce City, CO 80022
Phone: 303-298-7370
Fax: 303-298-8527

BILLINGS
2107 Hamish Blvd.
Billings, MT 59101
Phone: 406-652-3975
Fax: 406-652-3744

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PART NUMBER	DESCRIPTION	QTY ORD	UOM	PRICE	EXTENDED
-------------	-------------	---------	-----	-------	----------

WINCH FOR SWING UP CHUTE (TOWING)
SS LADDER
COUGAR DC ELECTRIC VIBRATOR
- 14 ft. length, 82" width, 56" height
- Hydraulic-driven spreader with 25:1 gearbox ratio
- 1 1/2" drive-shaft, 2" poly idler assembly
- 20" poly spinner disc
- 1 1/2" x 3/8" double-welded cross bars
- 12 ga maintenance-free stainless steel sides and ends
- 10 ga stainless steel longitudinals
- Tapered inverted V
- 10 ga stainless steel bolt-in replaceable conveyor floor
- Self-cleaning pintle style conveyor chain (21,000 lbs. tensile strength per strand)
- Rear chain wiper
- Swing up spinner
- 12" adjustable height spinner extension
- Three internal baffles and four external baffles in lower spinner assembly
- Drop-n-Lock top screens
- Redesigned bolt-in 6" hat channel

HYDRAULIC SYSTEM	*REFRESH AND INSPECTION	1.00	EA	8,924.00	8,924.00
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STAINLESS STEEL LINES TO BACK FOR SANDER
STAINLESS STEEL LINES TO BACK DUMP BODY
STAINLESS STEEL LINES TO FRONT PLOW
RUBBER LINES FRONT AND BACK AS NEEDED
NEW FITTINGS FOR HYDRAULIC DISCONNECTS

*** CONTINUED NEXT PAGE ***

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DENVER
5200 Colorado Blvd.
Commerce City, CO 80022
Phone: 303-298-7370
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QUOTE	12380	FOB DENVER	716	N10	307-633-4302

PART NUMBER	DESCRIPTION	QTY ORD	UOM	PRICE	EXTENDED
	INSPECTION OF HYDRAULIC SYSTEM				

All returned goods must be accompanied by
invoice and are subject to handling charge after 30 days.

NO RETURNS AFTER 90 DAYS

A SERVICE CHARGE OF 2% PER MONTH, 24% PER ANNUM WILL BE ADDED TO ANY INVOICE NOT PAID.
BY THE LAST DAY OF THE MONTH IN WHICH IT IS DUE. WE ARE CONFORMING WITH THE FAIR LABOR
STANDARDS ACT OF 1938 AS AMENDED. NOT RESPONSIBLE FOR TIMELOST DUE TO FIRES, STRIKES
OR CAUSES BEYOND OUR CONTROL. STENOGRAPHICAL AND CLERICAL ERRORS SUBJECT TO CORRECTION
THANK YOU FOR ALLOWING US TO QUOTE THESE ITEMS. YOUR COST IS

Sub Total	99,944.00
Sales Tax	0.00
F.R.T.	0.00
Freight	0.00

TOTAL	99,944.00

KOIS BROTHERS EQUIPMENT CO., INC.
WARRANTY STATEMENT

Kois Brothers Equipment Company Incorporated warrants product for one year from the purchase date to original purchaser.

The manufacturer will repair or replace for the Purchaser any part or parts found, upon examination to be defective under normal use and service due to defects in material or workmanship.

This limited warranty does not apply to any part of the goods which has been subject to improper or abnormal use, negligence, alteration, modification, or accident, damaged due to lack of maintenance.

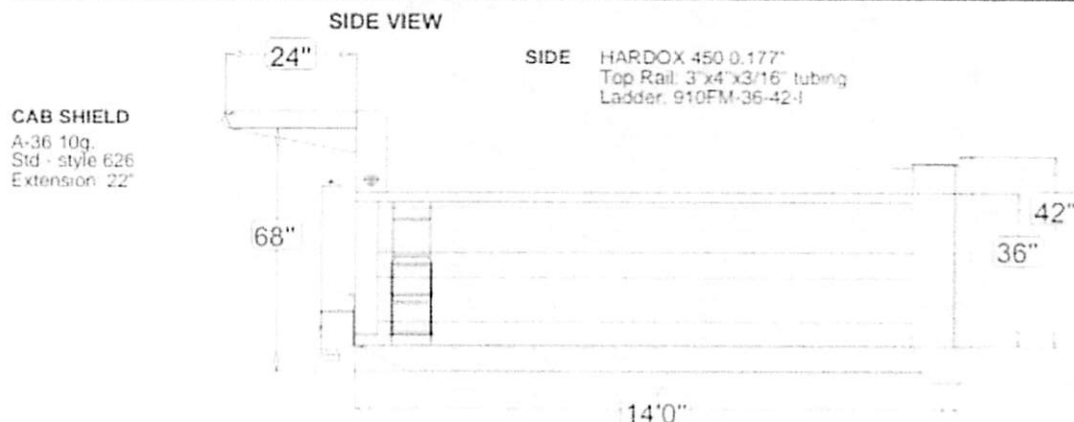
Except as provided herein, no employee, agent, dealer or other person is authorized to give any warranties of any nature on behalf of manufacturer.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DISCRIPTION ON THE FACE HEREOF.

MANUFACTURE MAKES NO WARRANTY AS TO THE DESIGN, CAPABILITY, CAPACITY OR SUITIBILITY FOR USE OF THE GOODS.

EXECEPT AS PROVIDED HEREIN, MANUFACTURER SHALL HAVE NO LIABILLTY OR RESPONCIBILTY TO PURCHASER OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS OR DAMAGED CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE GOODS INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES RESULTING FROM THE USE OR OPERATION OF THE GOODS OR ANY BREACH OF THIS WARRANTY. NOT WITHSTANDING THE ABOVE LIMITATIONS AND WARRANTIES, MANUFATURER'S LIABILITY HEREUNDER FOR DAMAGES INCURRED BY THE PURCHASER OR OTHERS SHALL NOT EXCEED THE PRICE OF THE GOODS.

QUOTE #38778 	Customer: KOIS BROTHERS EQUIPEMENT COMPANY 7370 Contact: Jessie McKinley Sales rep.: Tom Watkinson Address: 5200 Colorado Blvd. COMMERCE CITY, COLORADO Phone: 1-303-298-7370 Fax: 1-303-298-8527 Email:	Quotation Date: 2-9-2023 Valid until: 3-11-2023 Quoted by: Watkinson Tom	 THE Original DIAMOND LINE
	MODEL: DH - 14'0" X 36" X 42" QTY: 1		



Dump body base price

FRONT	
Cylinder model	G4 140-5-3DA
Cylinder Surcharge	13%
Cylinder pre-install	Yes
Flat front mount bracket	632-24-45TI
Mounting kit model	902-30-35T-1 BCH
SIDES	
Side ladder model	910FM-36-42-I
TAILGATE	
Air cylinder kit	815-BH3.58
Other spec. - Tailgate	Elec/peu valve
REAR	
Ass'd Asphalt apron	12" - HARDOX 450 3/16"
Wiring harness kit	911-06X (11 lights)
BOTTOM	
Body prep kit	271-06-45TI



Drawings are not scaled but give a general view of the chosen features.

NOTES: * Board pockets flush with headboard & rear posts. Tapered top rear posts.. ** Please confirm Front Height. *

09/02/2023 12:23:54 PM

Terms: Prices per unit in US \$ F.O.B Vars. Customs brokerage fees to consignee

EV Select Large V-Box Spreaders



www.swensonproducts.com

The EV Select Series V-Box Spreader from Swenson Products is the go-to spreader for contractors and municipalities who maintain parking lots, roads, or highways – and value reliability and performance.

swenson
a brand of aebl schmidt



EV Select Large V-Box Spreaders

Ideal for use by municipality fleets, landscapers, and private contractors.

- ⊕ Designed to fit dump bodies and flatbeds with a minimum 20,000 lb GVM
- ⊕ Available in 10, 12, 13 & 14 foot lengths with capacities from 5.5 to 11.2 cu yds.
- ⊕ Handles most types of materials, including rock salt, sand, salt / sand mix, 3/8 chips, magnesium chloride, clear path ice melt, treated rock salt

Highlights

- 1 Available with chain conveyor or configure with belt-over-chain conveyor, single auger or dual auger conveyors
- 1 20" discs broadcasts up to 40 ft. spread width and is designed to fit most truck heights
- 1 Tapered inverted -v improves performance and machine wear
- 1 Drop-n-loc™ sectional top screens are easy to remove
- 1 Stainless steel or carbon steel construction
- 1 Optional pre-wet systems enhancing melting performance
- 1 Made in the USA
- 1 10 year warranty on the poly idler, 1 year warranty on spreader

	EVS100	EVS150	EVS200	VBELS
Drive	Hydraulic	Hydraulic	Hydraulic	Electric
Gearbox	25:1 worm gear	50:1 worm gear	6:1 single spur gear	Multi-state
Number of Teeth	6 tooth	8 tooth	8 tooth	6 tooth
Drive Shaft	1.5"	2"	2"	1.5"
Idler Shaft	2" poly	2" poly	2" poly	2" poly

Specifications

Size	82" wide hopper available in 50", 56" & 62" heights and 10', 12, 13 & 14' lengths.
Capacity	5.5-11.2 cu yds. dependent on hopper size
Drive	Hydraulic or electric*
Conveyor	Chain
Construction	10 gauge carbon steel or 12 gauge stainless steel
Spread Width	3 - 40 ft'
Safety Features	Drop-n-loc™ top screens
Warranty	1 year, 10 years on the poly idler
Accessories	Ladder, work lights, cab shields, tarp kit, vibrator, chain oiler, leg stands, pre-wet system, anti-ice systems, gas over hydraulic
Options	*For custom sizes, drives, and options find a Swenson Dealer to configure an EV SELECT to meet your specifications Electric drive available on VBELS models

Laramie County Public Works
13797 Prairie Center Circle
Cheyenne, WY 82009

Request For Bids
Retrofitted Dump Bodies and Sanders

Timeline for Delivery

We have 2 dump bodies in stock that are made of AR400 steel. We would be able to start the retrofit process within a month on the first two trucks. For dump bodies that are ordered, expect at least 45 days to receive bodies in Denver. Once we receive bodies, we'll need 30-90 days for the dump body and hydraulic retrofit per truck. We would work with the County to cycle trucks through in the most efficient manner possible.

The sanders are approximately 180 days from time of order to delivery. Fortunately, sanders usually only require a few days to install once they arrive.

We could work through the hydraulic and dump body retrofits while the sanders are being built. The trucks could be returned to the County for summer use. We would need to calibrate the sanders with the trucks once sanders arrived.

REQUEST FOR BIDS
Laramie County Public Works
Retrofitted Beds & Sanders
Closing Date: February 16, 2023

Purpose of Request for Bids (RFB)

Laramie County is soliciting competitive bids for qualified vendors who can provide four (4) retrofitted beds and sanders for Laramie County Public Works. This project is being funded with Federal ARPA funds (ALN # 21.027).

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1.0 Purpose & Overview

Laramie County Public Works is soliciting competitive, sealed bids from qualified vendors to provide four (4) new beds and sanders, retrofitted to our existing fleet.

2.0 Scope of Services

Specifications for Bid

Estimated date of delivery: _____

General Bed and Frame

- Beds to be mounted to County provided chassis
- Removal and disposal of old bed on County provided chassis
- Removal of stacked secondary frame rail
- Once existing beds are removed, an inspection of the existing rear frame/chassis is to be completed by the winning bidder for additional repairs. The winning bidder is to provide the County with a list of suggested repairs and associated costs. The County reserves the right to select which additional repairs are to be performed.
- Stainless steel dump beds preferred, Hardox acceptable
 - Stainless steel: \$ _____
 - Hardox: \$ _____
- Frame to be scaled and painted from rear of cab to rear of chassis
- LED flashing beacon lights to be mounted to headache rack and sander
- Dual electric box vibrator

General Hydraulic System

- Updated new hydraulic lift cylinder, mounted to front of box
- Refurbished chassis hydraulic system
- Refurbish front plow hydraulic system

Large V-Box Spreader

- Must be stainless steel box
 - Meets specifications: Yes No
- Must be on free standing legs
 - Meets specifications: Yes No
- Chain conveyor, with variable speed option
 - Meets specifications: Yes No

Large V-Box Spreader(continued)

- Disc broadcaster with variable speed option
 - Meets specifications: Yes No
- Rear folding ladder
 - Meets specifications: Yes No
- Ground level adjustable rear chute gate
 - Meets specifications: Yes No
- Full chassis signal lights, to include strobe/warning lights and working lights
 - Meets specifications: Yes No
- Sander secured with tailgate latch mechanism on bed of truck
 - Meets specifications: Yes No
- Secondary tie down ratchet straps
 - Meets specifications: Yes No
- Removable spreader box for towing
 - Meets specifications: Yes No

Safety & Other

- Updated backup alarm
 - Meets specifications: Yes No
- Paper copies of Service, Repair, and Parts Manuals (to be supplied upon delivery)
 - Meets specifications: Yes No

County will perform inspections/testing before acceptance upon return of vehicle. 10 working days shall be provided for county to perform inspections/testing.

WARRANTY PROGRAM AND SERVICE:

Vendor will provide, in letter form only, the type of warranty supplied on quoted beds and sanders. 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 feel gives their product an advantage on service and warranty. Please state any extended warranties and their associated cost in the warranty period.

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

Printed specifications on beds and sanders bid shall be presented. All above specifications filled in must be legible.

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 February 16, 2023**. 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@laramiecountwy.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 February 16, 2023, 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) "**Beds & Sanders.**"

Submit questions to:

John Poelma
Assistant Director
Public Works
(307) 633-4690

john.poelma@laramiecountwy.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 <http://www.laramiecountywyo.gov> 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. Respondent will be required to be registered in Sam.gov to receive federal ARPA funding as a contractor/vendor to this RFB.

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: Retrofitting for Beds and Sanders (4) for which bids were advertised to be received **no later than 2:00 PM, MST, February 16, 2023** and further declare that [firm name]

_____ will furnish the said work according to specifications.

Proposed Cost Total Estimated Cost for Project: \$ _____

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 _____

By _____ (Print name)

Signature _____

Address _____

City _____ State _____ ZIP _____

Telephone _____ Fax _____

E-Mail Address: _____

DUNS# _____