

AGREEMENT TO PROVIDE THE PURCHASE OF A BELLY DUMP TRAILER
between
LARAMIE COUNTY, WYOMING and FLOYD'S TRUCK CENTER.

This Agreement is made and entered into by and between Laramie County, Wyoming, 310 W. 19th Street, Suite 300, Cheyenne, Wyoming, 82001 ("COUNTY") and Floyd's Truck Center., located at 221 E. 1st Street, Cheyenne, WY 82007 ("CONTRACTOR").

I. PURPOSE

The CONTRACTOR is to provide the purchase of a belly dump trailer, 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 \$73,502.00 (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). This project is being paid for with Federal ARPA Funds (ALN #21.027).

IV. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall provide a belly dump trailer 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 carriers 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 (23 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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**AGREEMENT TO PROVIDE THE PURCHASE OF A BELLY DUMP TRAILER
between
LARAMIE COUNTY, WYOMING and FLOYD'S TRUCK CENTER.**

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman Laramie County Commissioners

ATTEST:


By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: Floyd's Truck Center

By:  _____ Date 5/30/23
Name: JEFF BROWN
Title: SALES TEAM

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 5/30/23
Laramie County Attorney's Office

REQUEST FOR BIDS
Laramie County Public Works
One (1) New Belly Dump Trailer
Closing Date: May 16, 2023

Purpose of Request for Bids (RFB)

Laramie County is soliciting competitive bids for qualified vendors who can provide one (1) new Belly Dump Trailer for Laramie County Public Works. This project is being funded with Federal ARPA funds (ALN # 21.027) and will require that the selected bidder be registered in sam.gov.

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1.0 Purpose & Overview

Laramie County Public Works is soliciting competitive, sealed bids from qualified vendors to provide one (1) new belly dump trailer. **Successful vendor must be registered on sam.gov prior to entering into a contract with Laramie County.**

2.0 Scope of Services

Specifications for Bid

Estimated date of delivery: _____

General

- 23.5-yard capacity (min.) (color must be white)
 - Meets specifications: Yes No
- 3 axle configuration (min.)
 - Meets specifications: Yes No
- Side boards
 - Meets specifications: Yes No
- Adjustable gate stops
 - Meets specifications: Yes No
- LED lights
 - Meets specifications: Yes No
- Windrow deflector
 - Meets specifications: Yes No
- Push block on rear of trailer
 - Meets specifications: Yes No
- Brake dust shields
 - Meets specifications: Yes No
- Automatic brake slack adjustors
 - Meets specifications: Yes No

- Oscillating king pin plate
 - Meets specifications: Yes No
- Ground level gate controls
 - Meets specifications: Yes No
- Air dryer/Lubricator
 - Meets specifications: Yes No
- Fenders
 - Meets specifications: Yes No
- Landing gear (drop legs)
 - Meets specifications: Yes No
- Air - gate cylinders
 - Meets specifications: Yes No
- Mud flaps
 - Meets specifications: Yes No

Safety & Other

- Bidder must provide a valid Title or Certificate of Origin with the delivery of the equipment
 - Meets specifications: Yes No
- Paper copies of Service, Repair, and Parts Manuals (to be supplied upon delivery)
 - Meets specifications: Yes No
- One complete set of filters shall be provided
 - Meets specifications: Yes No

Warranty and Training

TRAINING AND DIAGNOSTICS:

With delivery of the belly dump trailer, a qualified representative shall instruct County Operators and Mechanics in the proper operation, servicing, lubrication, adjustments, and preventative maintenance of the machine(s).

A complete set of printed service, parts, operator, and repair manuals and diagnostic software shall be supplied with the belly dump trailer (if applicable).

WARRANTY PROGRAM AND SERVICE

Vendor will provide, in letter form only, the type of warranty supplied on quoted belly dump trailer. The letter shall include the type of service provided, guarantee of parts, and cost of service during warranty period. The vendor may also provide any other material which they feel 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 the bidder to provide superior warranty and service may be used to determine a successful bidder.

Printed specifications on machine bid shall be presented. All above specifications filled in must be legible. With delivery of machine(s) 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 May 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@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 May 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) "**Belly Dump Trailer.**"

Submit questions to:

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

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 <http://www.laramiecountywy.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 Conflict of Interest Disclosure Form

All respondents shall complete and have notarized the attached disclosure form of any potential conflict of interest that the respondent may have due to ownership, other clients, contracts, or interest associated with this project.

3.14 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.

3.15 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.

3.16 Waiver of Claims

Once this contract expires, or final payment has been requested and made, the awarded respondent shall have no more than 30 calendar days to present or file any claims against the County concerning this contract. After that period, the County will consider the respondent to have waived any right to claims against the County concerning this agreement.

3.17 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

3.18 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.

3.19 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.

3.20 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.

3.21 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.

3.22 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.

3.23 Claim Notice

The respondent shall immediately report in writing to the County's designated representative or agent any incident which might reasonably be expected to result in any claim under any of the coverage mentioned herein. The respondent agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume' of claims experience relating to all respondent operations at the County project site.

3.24 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 a respondent fails to notify the issuing office of any error, ambiguity, conflict, discrepancy, exclusionary specifications, or omission, the respondent shall submit a response at its own risk and under such conditions. If the respondent is awarded a contract, then such respondent will not be entitled to additional compensation, relief, or time by reason of 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: A Belly Dump Trailer for which bids were advertised to be received **no later than 2:00 PM, MST, May 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# _____

**Bid Tabulation- Public Works Belly Dump Trailer
Tuesday May 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>
McCandless Truck Center	Yes	No-21 Cubic Yards Dragon Ranco Lightweight Bottom Dump Trailer (no brake dust shields)	12 Weeks	No	N/A	\$ 68,475.00
Tri-State Truck and Equipment	Yes	No-21 Cubic Yards Dragon Ranco Lightweight Bottom Dump Trailer	Not Provided	No	N/A	\$ 66,525.00
Wyoming Machinery Company	Yes	No-22 Cubic Yards Trail King Belly Dump (yellow)	Available Now	Yes	N/A	\$ 78,900.00
Floyd's Truck Center	Yes	Yes and has requested side boards added	August 15th	yes	N/A	\$ 73,502.00
Floyd's Truck Center	Yes	Partially, 23.5 Yard (no replacement filters, operation manual only)	2 Weeks/May 31st	Yes	N/A	\$ 67,230.00

REQUEST FOR BIDS
Laramie County Public Works
One (1) New Belly Dump Trailer
Closing Date: May 16, 2023

Purpose of Request for Bids (RFB)

Laramie County is soliciting competitive bids for qualified vendors who can provide one (1) new Belly Dump Trailer for Laramie County Public Works. This project is being funded with Federal ARPA funds (ALN # 21.027) and will require that the selected bidder be registered in sam.gov.

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1.0 Purpose & Overview

Laramie County Public Works is soliciting competitive, sealed bids from qualified vendors to provide one (1) new belly dump trailer. Successful vendor must be registered on sam.gov prior to entering into a contract with Laramie County.

2.0 Scope of Services

Specifications for Bid

Estimated date of delivery: August 15 2023

General

- 23.5-yard capacity (min.) (color must be white)
 - Meets specifications: Yes No **TRAILER COLOR IS GRAY**
- 3 axle configuration (min.)
 - Meets specifications: Yes No
- Side boards
 - Meets specifications: Yes No
- Adjustable gate stops
 - Meets specifications: Yes No
- LED lights
 - Meets specifications: Yes No
- Windrow deflector
 - Meets specifications: Yes No
- Push block on rear of trailer
 - Meets specifications: Yes No
- Brake dust shields
 - Meets specifications: Yes No
- Automatic brake slack adjustors
 - Meets specifications: Yes No

- Oscillating king pin plate
 - Meets specifications: Yes No
- Ground level gate controls
 - Meets specifications: Yes No
- Air dryer/Lubricator
 - Meets specifications: Yes No
- Fenders
 - Meets specifications: Yes No
- Landing gear (drop legs)
 - Meets specifications: Yes No
- Air - gate cylinders
 - Meets specifications: Yes No
- Mud flaps
 - Meets specifications: Yes No

Safety & Other

- Bidder must provide a valid Title or Certificate of Origin with the delivery of the equipment
 - Meets specifications: Yes No
- Paper copies of Service, Repair, and Parts Manuals (to be supplied upon delivery)
 - Meets specifications: Yes No **CPS ONLY OFFERS AN OPERATORS MANUAL PARTS IS BASED ON UIC - CALL FLOYD'S**
- One complete set of filters shall be provided
 - Meets specifications: Yes No **NO REPLACE MENT FILTERS ON TRAILER**

Warranty and Training

TRAINING AND DIAGNOSTICS:

With delivery of the belly dump trailer, a qualified representative shall instruct County Operators and Mechanics in the proper operation, servicing, lubrication, adjustments, and preventative maintenance of the machine(s).

A complete set of printed service, parts, operator, and repair manuals and diagnostic software shall be supplied with the belly dump trailer (if applicable).

WARRANTY PROGRAM AND SERVICE

Vendor will provide, in letter form only, the type of warranty supplied on quoted belly dump trailer. The letter shall include the type of service provided, guarantee of parts, and cost of service during warranty period. The vendor may also provide any other material which they feel 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 the bidder to provide superior warranty and service may be used to determine a successful bidder.

Printed specifications on machine bid shall be presented. All above specifications filled in must be legible. With delivery of machine(s) 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 May 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@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 May 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) "Belly Dump Trailer."

Submit questions to:

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

john.poelma@laramiecountywv.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.laramiecountywv.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 Conflict of Interest Disclosure Form

All respondents shall complete and have notarized the attached disclosure form of any potential conflict of interest that the respondent may have due to ownership, other clients, contracts, or interest associated with this project.

3.14 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.

3.15 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.

3.16 Waiver of Claims

Once this contract expires, or final payment has been requested and made, the awarded respondent shall have no more than 30 calendar days to present or file any claims against the County concerning this contract. After that period, the County will consider the respondent to have waived any right to claims against the County concerning this agreement.

3.17 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**

3.18 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.

3.19 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.

3.20 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.

3.21 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.

3.22 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.

3.23 Claim Notice

The respondent shall immediately report in writing to the County's designated representative or agent any incident which might reasonably be expected to result in any claim under any of the coverage mentioned herein. The respondent agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume' of claims experience relating to all respondent operations at the County project site.

3.24 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 a respondent fails to notify the issuing office of any error, ambiguity, conflict, discrepancy, exclusionary specifications, or omission, the respondent shall submit a response at its own risk and under such conditions. If the respondent is awarded a contract, then such respondent will not be entitled to additional compensation, relief, or time by reason of 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.

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QUOTATION



Customer: FLOYD'S TRUCK CENTER SCOTTSBLUFF 322 SOUTH BELTLINE EAST P.O. BOX 490 SCOTTSBLUFF 69363-0490 Contact: Phone: 308-632-2911 Fax:	THIS QUOTATION HAS BEEN PRINTED BY Jake Jones at 11:33		DATE 2023/05/17	PAGE 1 of 2
	QUOTATION # 236843(02)	MODEL 4B348AZ30		
	QUANTITY 1	DUMPER BOTTOM LIGHTWEIGHT		
	PAYLOAD AGGREGATE		PROVINCE OF OPERATION WESTERN US	

ITEM	DESCRIPTION
TYPE	SEMI-TRAILER LIGHTWEIGHT BOTTOM DUMP (Capacity of 23 1/2 cubic yards / single hopper) (Capacity of 26 cubic yards to the top of the bangboards)
DIMENSIONS	
LENGTH	CPS, 48'-0". Lightweight Bottom Dump application
WIDTH	102"
HEIGHT	10'-6" with bangboards / 9'-9" without bangboards
FIFTH WHEEL	Ocillating fifth wheel with standard king pin
KING PIN LOCATION	18 3/8" (standard)
UPPER HOPPER	Upper hopper 10 & 12GA (standard lightweight)
LOWER HOPPER	Lower hopper 10GA (standard lightweight) 54" X 120" opening - Sides 12GA, Ends 10GA
DOOR MATERIAL	3/16 80W (standard doors)
GATE STYLE	Commercial grade steel with slide locks.
BANG BOARDS	Wood bang boards
PUSHBLOCK	Welded push block with certified under ride
BOTTOM RAIL	4" X 6" X 3/16" HSLA tube
TOP RAIL	4" X 6" X 3/16" HSLA tube
TARPING SYSTEM	
TARP BRAND	* Cramaro 48'
TARP STYLE	Tarp slide electric 18oz vinyl black Cramaro, for 18' opening
MAIN SYSTEM	LED - ICC & DOT approved sealed beam lighting system
FRONT CONNECTOR	7 way (SAE J560)
ADDITIONAL FRONT CONNECTOR	6 way- Wired for gate control
MID-FLASHERS	One lamp including side marker and flasher, each side at middle point, amber.
LANDING GEAR	Drop legs/Stiff leg 4" X 4" square (galvanized)
MECHANICAL	
AXLE QTY	Tridem
AXLES	Hub piloted 25K axles: 1ABS 2NON ABS 5" tubular with HN spindle
SUSPENSION	Tandem four spring suspension (ILO tridem) Hutch H-9700 four spring/3 leaf
LIFT SUSPENSION	CPS, Qty: 1, Hendrickson HT-250T, with Hendrickson lift. Located REAR AXLE Tandem towards tridem w/ STANDARD 77.5" AXLE, 11R 22.5 tires/wheels included. SEMI-TRAILER LIGHTWEIGHT BOTTOM DUMP Application 77.5" (102" width)
TRACK	
WINDROW DEFLECTOR	Standard dirt deflector (galvanized)
BRAKES	16 1/2" X 7" cam brakes
BEARINGS	HM 218248 and HM 212049
SLACK ADJUSTERS	Meritor, automatic, 28 splines
SEALS	Stemco, "Guardian" type, with "Gearlube" mineral oil, SAE 80W90
BRAKE CHAMBERS	T.S.E. brake, "Omnibrake" (30-30)

INITIALS : _____



QUOTATION



CUSTOMER: FLOYD'S TRUCK CENTER SCOTTSBLUFF
 322 SOUTH BELTLINE EAST
 P.O. BOX 480
 SCOTTSBLUFF 69383-0480

Contact:
 Phone: 308-632-2811
 Fax:

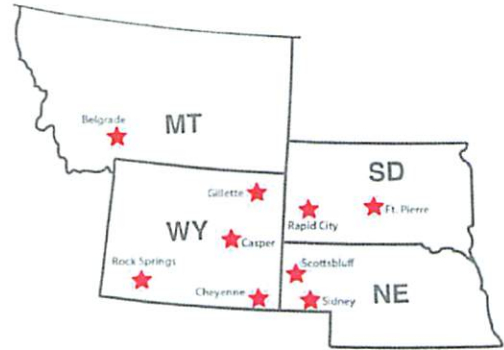
THIS QUOTATION HAS BEEN PRINTED BY Jake Jones at 11:33		DATE 2023/05/17	PAGE 2 of 2
QUOTATION # 236843(02)	MODEL 4B348AZ30		
QUANTITY 1	DUMPER BOTTOM LIGHTWEIGHT		
PAYLOAD AGGREGATE		PROVINCE OF OPERATION WESTERN US	

ITEM	DESCRIPTION
TIRE SIZE EXTERIOR WHEEL INTERIOR WHEEL	22.5 HP (plant choice radials) . 11R 22.5 16PLY W/polished aluminum wheels 11R 22.5 16PLY W/clean buff aluminum wheels
AIR SYSTEM GATE CONTROL AIR VALVES (ABS)	Twin 8" bore air cylinders with 60 gallon air reservoir, filter, oiler and quik release valve Air controlled: electric controlled from the cab of truck and manual from the ground. (VERSA VALVE HAND CONTROL) 2S1M Tridem
FINISHING (PAINT) REFLECTIVE TAPE	Shot blasted, acid based wash with rust inhibitive rinse. One coat of epoxy primer and one coat polyurethane top coat. Color ***Gray*** Conspicuity striping in compliance with FMVSS/ CMVSS 108. Gray and red each side, fully covers rear sill and pushblock.
FRONT FENDERS	Steel front and rear fenders for tridem
CONFIRMITY	<p>This semi-trailer does not comply with GHG regulations. Should GHG regulations come into force prior to the production of the trailer(s), Manac will have the obligation to ensure the trailer(s) produced meet minimum GHG guidelines. Any modifications required to meet the GHG regulations will be added to the initial purchase price and charged back to the customer.</p> <p>**Due to the deep backlogs, material/component availability and price fluctuation, Manac reserves the right to adjust the price based on these instabilities. If needed, Manac will contact the dealer or customer a minimum of 3 months prior to assembly with revised pricing or a change in components. The dealer or customer will have the option to accept the change or cancel the order at that time.**</p> <p>**Signed approval print required before production.**</p> <p>** Quote good for two weeks **</p> <p>At any time before the delivery date, Manac can modify the price of any unit sold due to any modification in the cost of raw material. Price based on CAD/USD exchange rate. Price may vary between date of quotation and order date. All taxes extra if applicable.</p> <p>DANIEL ENGEL MANAC Salesman.</p>

INITIALS : _____



Nebraska | Wyoming | South Dakota | Montana



Floyd's Truck Center Inc was founded in 1948 in Scottsbluff, Nebraska by Floyd Gillam. Over the last 75 years, Floyd's has grown to nine full-service Freightliner and Western Star dealerships in four states. The company is currently owned and operated by 4th generation family members, Michael Gillam (Cheyenne) and his brother Jonathan Gillam (Rapid City).

Floyd's Truck Center Cheyenne currently employs 26 local residents that are specialized in their respected position. Floyd's Cheyenne is a full-service dealership with \$900,000 in parts inventory and certified technicians in Freightliner, Western Star trucks, Detroit and Cummins engines, Detroit, Fuller and Allison Transmissions.

Floyd's Truck Center Inc. represents the following equipment lines:

- Freightliner Trucks
- Western Star Trucks
- Autocar Trucks (Gillette)
- Kubota Equipment (Belgrade & Ft Pierre)
- Gehl Equipment (Gillette)
- Jet Trailers
- Fontaine Heavy Haul Trailers
- Harsh Feeders
- CPS / Manac Trailers
- Smith Co Trailers
- Felling Trailers
- Demco Trailers
- East Trailers (Rapid City)
- TrailMax Trailers



STATE OF WYOMING
VEHICLE DEALER LICENSE

THIS IS TO CERTIFY

FLOYDS TRUCK CENTER INC

Name

F 02-7653

License Number

has met the requirements as set forth by Wyoming Statute, and is duly licensed to engage in the business of a vehicle dealer in the State of Wyoming for the class of license indicated by this certificate.

New Vehicle Dealer

Used Vehicle Dealer

Used Vehicle Dealer

Less than 12 Sales

New Vehicles to be Sold: FREIGHTLINER, WESTERN STAR TRUCKS; MANAC, FONTAINE HEAVY HAUL, JET, FELLING,
VALOR & DEMCO TRAILERS

****This dealer deals in the makes & types of New Vehicles listed above and may also sell Used Vehicles of any type****

Address of Vehicle

Dealer: 221 EAST 1ST STREET

CHEYENNE, WY 82007

Number of Demo Plates Authorized: 21

Number of Full Use Plates Authorized: 10

Effective Date: SEPTEMBER 26, 2022



Expiration Date: SEPTEMBER 26, 2023



STATE OF WYOMING

CERTIFICATE OF RESIDENCY



Contractor Number: 1134

THIS CERTIFIES THAT:

FLOYD'S TRUCK CENTER, INC.

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 2ND DAY of AUGUST TWO THOUSAND AND 22

A handwritten signature in black ink, appearing to read "Michele Johnson".

Michele Johnson, Program Manager

EXPIRATION DATE: 8/1/2023



To verify the authenticity of the certificate,
please contact our office at 307-777-7261 or visit
wyomingworkforce.org/businesses/labor/info

CERTIFICATE SERIAL NUMBER: 0208202235



FLOYDS TRUCK CENTER INC

Unique Entity ID N8DFPSXUBER3	CAGE / NCAGE 0R4C0	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jul 29, 2023	
Physical Address 221 E 1ST ST Cheyenne, Wyoming 82007-1401 United States	Mailing Address PO Box 490 Scottsbluff, Nebraska 69363-0490 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Wyoming 00	State / Country of Incorporation Wyoming / United States	URL (blank)

Registration Dates

Activation Date Aug 1, 2022	Submission Date Jul 29, 2022	Initial Registration Date Mar 20, 2001
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Entity Dates

Entity Start Date Apr 1, 2010	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

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

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	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	Business or Organization	(blank)
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Reqs & 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	0R4C0

Electronic Funds Transfer

Account Type	Routing Number	Lock Box Number
Checking	****2309	(blank)
Financial Institution	Account Number	
PLATTE VALLEY BANK	****34	

Automated Clearing House

Phone (U.S.)	Email	Phone (non-U.S.)
3086352073	(blank)	(blank)
Fax		
(blank)		

Remittance Address

FLOYDS TRUCK CENTER, INC.
 P O Box 490
 Scottsbluff, Nebraska 69363
 United States

Taxpayer Information

EIN	Type of Tax	Taxpayer Name
****5687	Applicable Federal Tax	FLOYDS TRUCK CENTER INC
Tax Year (Most Recent Tax Year)	Name/Title of Individual Executing Consent	TIN Consent Date
2009	Business Manager	Jul 29, 2022
Address	Signature	
221 E 1ST Street	LETICIA MARTINEZ	
Cheyenne, Wyoming 82007		

Points of Contact

Accounts Receivable POC

♀
 LETICIA M MARTINEZ, MRS
 LETICIA@FLOYDSTRUCKS.COM
 3086332927

Electronic Business

♀ LETICIA M MARTINEZ, MRS LETICIA@FLOYDSTRUCKS.COM 3086332927 MARK GILLAM mark@floydstrucks.com 3086322911	322 S Beltline HWY East Scottsbluff, Nebraska 69361 United States 322 S Beltline East PO Box 490 Scottsbluff, Nebraska 69361 United States
--	--

Government Business

♀ LETICIA M MARTINEZ, MRS LETICIA@FLOYDSTRUCKS.COM 3086332927 TOM COOPER tom@floydstrucks.com 3086322911	322 S Beltline HWY East Scottsbluff, Nebraska 69361 United States 322 South Beltline East Scottsbluff, Nebraska 69361 United States
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Past Performance

♀ ROCKY SNYDER rocky@floydstrucks.com 3086322911 RHONDA LEIS rhonda@floydstrucks.com 3086322911	322 South Beltline East Scottsbluff, Nebraska 69361 United States 322 S. Beltline East Scottsbluff, Nebraska 69361 United States
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Security Information

Company Security Level (blank)	Highest Level Employee Security Level (blank)
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Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	441228	Motorcycle, Atv, And All Other Motor Vehicle Dealers
	441310	Automotive Parts And Accessories Stores
	811111	General Automotive Repair
	811118	Other Automotive Mechanical And Electrical Repair And Maintenance
	811121	Automotive Body, Paint, And Interior Repair And Maintenance
	811198	All Other Automotive Repair And Maintenance

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121) \$31,229,920.00	Number of Employees (in accordance with 13 CFR 121) 100
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Location

Annual Receipts (in accordance with 13 CFR 121) (blank)	Number of Employees (in accordance with 13 CFR 121) (blank)
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Industry-Specific

Barrels Capacity (blank)	Megawatt Hours (blank)	Total Assets (blank)
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Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

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] FLOYD'S TRUCK CENTER INC

have carefully examined the specifications to furnish: A Belly Dump Trailer for which bids were advertised to be received no later than 2:00 PM, MST, May 16, 2023 and further declare that [firm name] FLOYD'S TRUCK CENTER INC will furnish the said work according to specifications.

Proposed Cost Total Estimated Cost for Project: \$ 73,502

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 FLOYD'S TRUCK CENTER INC

By JEFF BROWN (Print name)

Signature 

Address 221 E 1ST STREET

City CHEYENNE State WY ZIP 82007

Telephone 307-638-3711 Fax 307-638-3257

E-Mail Address: JBROWN@FLOYDSTRUCKS.COM

DUNS# OR4CO UNITED ENTITY ID NDRPFSKUBRS