

**PAINTING SERVICES CONTRACT  
LARAMIE COUNTY, WYOMING /LARAMIE COUNTY SHERIFF'S DEPARTMENT  
AND CUSTOM HOME PAINTERS AND CONCRETE COATINGS**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") for the benefit of the Laramie County Sheriff's Department ("LCSO") and Custom Home Painters and Concrete Coatings, 3304 Gregg Way, Cheyenne WY 82009 .("CONTRACTOR")

**I. PURPOSE**

The purpose of this Agreement is to provide painting service work for the Laramie County Sheriff's Department. in the Laramie County Detention Center.(hereinafter "LCSO")

**II. TERM**

This Agreement shall commence on the date the last signature is affixed hereto and remain in full force and effect terminated as provided herein.

**III. PAYMENT**

A) COUNTY shall pay CONTRACTOR in accord with the below outlined billing schedule:

- 1) Unpainted Cells: \$127,200.00
- 2) Booking Vestibule: \$750.00
- 3) Garage Outside Booking Vestibule: \$450.00
- 4) Mental Health Pod painting: \$30,000
- 5) 2 Tone Cell Prep and Paint: \$25,000

B) CONTRACTOR shall invoice COUNTY on a bi-weekly basis. COUNTY shall pay CONTRACTOR upon receipt of invoice for work completed.

C) It is contemplated between the parties, that future painting work outside the scope of any other existing contracts between the parties may be necessary. Payment for work to be performed in the future, shall be made at a rate to be approved and/or in the manner approved by the LCSO. In such an event, upon request CONTRACTOR shall submit estimates for any service required or requested by the LCSO who their sole discretion, decide whether to accept or reject said estimate and whether to assign said job to CONTRACTOR.

D) CONTRACTOR shall bill COUNTY by a properly executed Laramie County Voucher. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with W. S. § 16-6-602 (2015).

**IV. RESPONSIBILITIES OF CONTRACTOR**

A. CONTRACTOR shall provide the above services in Section III (A), ‘Payment, ’ in accord with the attached Exhibit, A, ‘Request for Bids [Painting of 212 Jail; Cells, Vehicle Sally Port and Booking Area], which are fully incorporated herein.

B. The parties contemplate that CONTRACTOR can be a resource for painting related work and services utilized by COUNTY in future, during the period of the operation of this Agreement as indicated in Section III (C). However, by signature below, CONTRACTOR agrees that nothing in this Agreement operates to provide an exclusive right to CONTRACTOR to provide such services to COUNTY in future, beyond the specific work indicated herein in Section III (A). CONTRACTOR agrees that this Agreement does not bind COUNTY in any manner to offer or provide work to CONTRACTOR in future. Further, nothing in this clause or agreement limits COUNTY in the choice of entities to which it may offer maintenance service work.

C. CONTRACTOR agrees to retain any 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. It is agreed that finished or unfinished documents, data or reports, prepared by CONTRACTOR under this contract shall be considered the property of the COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

D. The CONTRACTOR is financially responsible for all applicable sales and use tax.

**V. GENERAL PROVISIONS**

A. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

B. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. 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 COUNTY upon notice to CONTRACTOR, (c), by CONTRACTOR, with thirty (30) days' prior written notice to the other party; or (d) upon mutual written agreement by both parties.

D. Entire Agreement: This Agreement (5 pages) and Exhibit 'A' (20 pages) represents the entire and integrated agreement and understanding between the parties in regard to the matters contemplated herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

E. 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.

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

G. 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.

H. 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.

I. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs 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.

J. 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.

K. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. Limitation on Payment: COUNTY's payment obligation are 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.

R. Conflict In the event a conflict exists or arises between any provision or condition of this Agreement and the provisions and conditions set forth in its Exhibits, this Agreement shall control.

S. Compliance with Laws CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

T. Severability This Agreement is subject to all applicable federal and state laws, rules, and regulations. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect, and either party may attempt to renegotiate the terms affected by the severance.

U.. 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.

**Signatures**

LARAMIE COUNTY, WYOMING

By:  Date 1/11/24  
Brian Lovett, Chairman, Laramie County Commissioners


ATTEST:

By:  Date 1-11-2024  
Debra Lee, Laramie County Clerk

CONTRACTOR: Custom Home Painters and Concrete Coatings,

By:  Date 1/10/24  
Title: Owner

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date 1/10/24  
Mark Voss, Laramie County Attorney

# EXHIBIT A

# REQUEST FOR BIDS

For

## Painting of 212 Jail Cells, Vehicle Sally Port, and Booking Area for the Laramie County Sheriff's Office

**Closing Date: November 8, 2023, 12:00pm**

**Laramie County is soliciting competitive sealed proposals from qualified vendors to provide for painting of 212 jail cells, vehicle sally port, and booking area. This request for the proposal includes all labor, material, equipment, and all other services complete interior painting services in the Detention Center of Laramie County Sheriff's Office. This project will be paid from the Laramie County Sheriff's Office budget.**

### Table of Contents

#### Sections

- 1.0 Purpose & Overview
- 2.0 Scope of Services
- 3.0 General Terms & Conditions
- 4.0 Preparation of RFP
- 5.0 Submittal Requirements
- 6.0 Disclosures

#### Attachments

- Bid Form (2 Pages)
- Conflict of Interest Form

## **1.0 PURPOSE & OVERVIEW**

Laramie County Sheriff's Office is a publicly funded institution working in partnership with the community is dedicated to providing ethical and professional services that promote and protect the well-being, safety and security of all people in the county; and to operating a safe constitutional jail system.

Laramie County Sheriff's Office is soliciting competitive sealed bids from qualified vendors to provide for painting of 212 jail cells, vehicle sally port, and booking area. This request for the proposal includes all labor, material, equipment and all other services complete interior painting services in the Detention Center of Laramie County Sheriff's Office.

The Laramie County Sheriff's Office will be abbreviated LCSO throughout this RFB. Any Successful bidder will be required to sign a contract with Laramie County. The contract will be awarded based on the factors, criteria, requirements, and instructions listed herein, subject to LCSO and the Laramie County Board of County Commissioners' approval.

## **2.0 SCOPE OF SERVICES**

### Scope of Work:

The Laramie County Sheriff's Office is seeking interior painting services of the Laramie County Detention Facility, specifically the painting of 212 jail cells, vehicle sally port, and booking area.

### 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 and supplies as outlined above.
  2. Acquire all necessary permits and licenses, arrange for required inspections if necessary.
  3. Delivery of all equipment and supplies
  4. Enter into a written contract for work with Laramie County/Laramie County Sheriff's Office.
  5. Attend Site Review at the Sheriff's Office on **October 18, 2023, at 10:00 am**. Interested bidders will meet in the lobby at 1910 Pioneer Avenue, Cheyenne.
  6. 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 Laramie County Sheriff's Office, shall be performed in accordance with Laramie 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 LCSO 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 Business Office of the Laramie County Sheriff's Office at 1910 Pioneer Avenue, Cheyenne, Wyoming 82001 no later than **12:00 p.m., local time, on November 8, 2023**. Bids received after this time will not be considered.

#### **3.2 Delivery of Bids**

All proposals must be on 8 ½ x 11 paper. Submitters shall submit three (3) sealed proposals (one (1) original and two (2) copies) of their completed statement of qualifications and fee schedules to:

**Chief Deputy Perry Rockvam  
1910 Pioneer Street  
Cheyenne, WY 82001  
Phone: (307) 633-4736  
FAX: (307) 633-4723**

Please include the following reference on the front of any envelopes

**Painting of Detention Center – Laramie County Sheriff's Office**

The complete proposal must include the proposal document with a point by point response in the order listed in the RFB and all other materials requested in the RFB. Vendors may include any additional materials they feel could assist in the evaluation of the proposed bid. However, each question must be responded to individually and completely. References to other documents will not be accepted.

Vendors are cautioned that proposals which do not follow the form required by this RFB will be subject to rejection without review.

LCSO reserves the right to waive all irregularities, formalities and informalities, reject any or all proposals without prejudice or further obligation and to accept any proposal or combination of proposals deemed desirable is its sole discretion.

### **3.3 Pre-bid Information**

There will be a Site Review at the Sheriff's Office on **October 18, 2023, at 10:00 am**. Each respondent shall contact Chief Deputy Perry Rockvam 307-633-4736 to discuss the bid with the LCSO if needed.

### **3.4 Public RFB Opening**

A public bid opening will take place at **12:15pm on November 8, 2023**, at the location listed above. 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 (8am-4pm) at the Laramie County Sheriff's Office within three (3) working days of the closing date, by appointment.

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 Laramie County Sheriff's Office in Cheyenne at, (307) 633-4736 at least five (5) days prior to the date.

### **3.5 Bid Form**

- A. See **Submittal Requirements** for complete details.
- B. The bid form must be signed by an official authorized to legally bind the respondent to all RFB provisions contained herein.
- C. 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 the Laramie County Sheriff's Office named below, who shall be the official point of contact for this RFB. Mark cover page, envelope(s), or subject line "**Painting of Detention Center.**" Submit questions to:

**Chief Deputy Perry Rockvam**  
**1910 Pioneer Street**  
**Cheyenne, WY 82001**  
**Phone: (307) 633-4736**  
**FAX: (307) 633-4723**

### **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 Manager named above. LCSO 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 Laramie County Sheriff's Office 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 Sheriff's Department web site at [http://www.laramiecountywy.gov/\\_officials/Sheriff/index.aspx](http://www.laramiecountywy.gov/_officials/Sheriff/index.aspx) for any addenda.**

### **3.8 Modification or Withdrawal of RFBs**

A proposal which is in any way incomplete, irregular or conditional will not be accepted unless approved in advance by LCSO. By submitting a proposal, vendors agree that any inaccuracy in information given by the vendor to LCSO constitute good and sufficient cause for rejection of the proposal at the time of the delivery.

Once submitted, a proposal may be modified or withdrawn only by appropriate notice to LCSO. Such notice will be in writing over the signature of the vendor. A withdrawn proposal may be resubmitted up to the time designated for the receipt of proposals provided it then fully conforms to the general terms and conditions.

### **3.9 Award**

LCSO reserves the right to award the contract to the respondent(s) that LCSO deems to offer the best overall bid(s). LCSO is therefore not bound to accept a bid on the basis of lowest price. In addition, LCSO 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 LCSO to do so. LCSO also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the LCSO's best interest.

### **3.10 Preferential**

Preference will be given to materials, supplies, equipment, machinery, provisions, and/or services offered by resident bidders, quality being equal to articles or services offered by competitors outside the State of Wyoming (W.S. 16-6-105, as amended).

Preference will be given Wyoming contractors for any contractual service(s). The contract shall

be let to **any** responsible resident making the lowest fully responsive bid, if such resident's bid is not more than five percent (5%) higher than that of the lowest responsible nonresident bidder.

Within these category resident laborers, workmen and mechanics shall be used upon all work under the contract whenever possible. Wyoming materials and products of equal quality and desirability shall have preference over materials or products produced outside the State of Wyoming (W.S. 16-6-104, as amended).

### 3.11 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 issue.

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 Laramie County Sheriff's Office at (307) 633-4736.

### 3.12 Calendar of Events

<b>Activity:</b>	<b>Date:</b>
<b>RFB Release to Vendors</b>	<b>October 9, 2023 8:00 am</b>
<b>Site Review</b>	<b>October 18, 2023 10:00 am</b>
<b>Last Date for Receipt of Bid</b>	<b>November 8, 2023 12:00 pm</b>
<b>Date of Opening of Bids</b>	<b>November 8, 2023 12:15 pm</b>

### 3.13 Contract Time

LCSO wants the project to be completed by **March 29, 2024**. This timeframe is Negotiable depending on availability of materials needed for project.

The responder **MUST** state a guaranteed completion date to include delivery and installation.

In the event of failure to achieve completion by the guaranteed date, the successful responder may be subject to civil liability in accordance with applicable federal, state and local laws and regulations.

### **3.14 Performance of Work**

The successful bidder shall perform all work as may be necessary to complete the contract in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, tools, labor or incidentals necessary to complete the work in the best possible and most expeditious manner.

All work shall be done under the inspection of and to the satisfaction of the **Laramie County Sheriff or his Designee**.

### **3.15 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.

Proposals submitted to LCSO for consideration will be held in confidence and not made available to other vendors for review or comparison prior to opening of bids/proposals. The proposals submitted and the terms and conditions specified in each vendor's bid response will remain the property of LCSO.

### **3.16 Respondent's Responsibility**

A respondent, by submitting a bid represents that:

- A. The respondent has read and understands the RFO 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 an 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.

### **3.17 Commercial Warranty/Manufacturer's Recommendations**

The bidder agrees that supplies or services furnished under any resultant purchase order issued by LCSO, shall be covered by the most favorable commercial warranties the bidder gives to any customer for such supplies or services. All warranty information and certificates shall be furnished and become the property of LCSO upon delivery of said items and all rights and remedies stated in the warranties must be honored by the contractor or his manufacturer.

All items shall be new unless otherwise specifically stated or called for in the bid and must be installed to manufacturer's specifications. All products offered must have passed the first line quality standard as set by the manufacturer and no seconds, blemished articles or items containing defective workmanship will be included.

### **3.18 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.

### **3.19 Wyoming Sales and Use Tax**

Direct purchases of materials by the State of Wyoming or its political sub-divisions (including LCSD) are exempt from Wyoming Sales and Use Tax. Contractors purchasing and consuming materials, equipment and supplies for their performance of alteration, improvement or repair of real property are subject to the Wyoming Sales and Use Tax. Purchases by contractors of equipment, materials and supplies consumed in contracts with the State of Wyoming, its departments and institutions and the political subdivisions thereof (including LCSO) are subject to Wyoming Sales and Use Tax. Contractors must comply with Sales and Use Tax Laws per Wyoming Statutes 39-6-401 through 39-6-417; W.S. 39- 6-501 through 39-6-5 18 and W.S. 39-6-601 through 39-6-604.

The next three (3) paragraphs summarize directions on following the statutes:

1. Obtain a Sales and Use Tax License from the Department of Revenue and Taxation, State of Wyoming, for the County in which the materials, goods, fixtures and furnishings and all other tangible personal property required by this project are consumed.
2. Report the use, installation or transfer of such property into the project as a sale by licensed vendor and pay any and all taxes due, unless this tax was already included in the purchase price paid to the supplier.
3. The responder shall require each sub-contractor to comply with the same statutes and provisions and shall so stipulate in any agreement or contract with them.

For additional information contact the Department of Revenue and Taxation, Contracts Section, Herschler Building, Cheyenne, WY 82002.

### **3.20 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.

### **3.21 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.

### **3.22 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.

### **3.23 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.

### **3.24 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

### **3.25 Termination / Cancellation of Contract**

LCSO 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.

### **3.26 Incurred Expenses**

This RFB does not commit LCSO to award a contract. Nor shall LCSO 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.

### **3.27 Presentations by Respondents**

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

LCSO 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.

### **3.28 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.

### **3.29 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.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. The respondent shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each respondent or vendor. The respondent and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended. Any information concerning the County, its products, services, personnel, policies or any other aspect of its business learned by the respondent or personnel furnished by the respondent in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the respondent or any employee or agents of the respondent or personnel furnished by the respondent, without the prior written consent of the County.

### **3.30 Claim Notice**

The respondent shall immediately report in writing to the LCSO'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.

### **3.31 Bid Acceptance/Rejection**

LCSO 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.

### **3.32 RFB Deposit/Performance Bonds**

The successful bidder must within ten (10) days after notification of award or prior to the beginning of the installation, deliver to LCSO a performance bond for 100% of the accepted proposal price as security for faithful performance of the contract, or other such guarantee as is acceptable to LCSO.

In the event the successful responder uses an installing subcontractor, LCSO reserves the right to require the successful responder to provide a 100% Labor and Material Payment Bond.

## **4.0 PREPARATION OF RFB**

Responders are expected to examine any drawings, specifications, schedules and instructions included in the RFB package. Failure to do so will be at the responder's risk.

If erasures or other changes appear on the RFB forms, such erasures or changes must be initialed by the person signing the RFB.

The Request for Bid number shall appear on any technical data or other information furnished by your firm with this RFB.

Receipt of amendments/addendum by responder must be acknowledged prior to the RFB opening. Addendum received prior to RFB submittal should be acknowledged in the appropriate space on the RFB document. Addendum received after RFB submittal should be acknowledged by letter, fax or e-mail.

Signed RFB sheets and all RFB price sheets on which you have offered pricing must be returned for your RFB to be considered.

Responders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of RFB and delivery time. It is the responsibility of the responder to notify the Laramie County Sheriff's Office immediately if items specified are discontinued, replaced or not available for an extended period of time.

LCSO reserves the right to charge back additional costs (freight, special handling, difference in purchase price, etc.) to the successful responder when items are not supplied as offered.

### **Clarification and Interpretation of the RFB**

The words “shall” or “must” or “will” in this RFB indicate mandatory requirements. Taking exception to any mandatory requirement may be grounds for rejection of the proposal. There are other requirements LCSO considers critical but not mandatory. Therefore, it is important to respond in a brief but concise manner to each section of this document.

Indicate the level of compliance with:

--“Acknowledge” - Vendor has read and understood the information provided, however, no action is required of the Vendor.

-- “Comply” - Vendor meets the specifications.

--“Partially comply” - Vendor meets part of the specification, always explain how, or the deviation.

-- “Comply with clarification” - Vendor meets the specification; however, the manner in which it is accomplished may be different than specified by LCSO.

-- “Exception” - Vendor does not meet specification. Please provide an alternative.

### **5.0 SUBMITTAL REQUIREMENTS**

Bids shall include all of 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:

1. A brief history of the company
2. Organizational structure
3. Ownership interests
4. Active business venue (counties, states, etc.)
5. Present status and projected corporate direction
6. The firm’s overall qualifications to provide a summary of equivalent services as the Scope of Work.

**Tab 2 – List of Comparable Jobs**

Responders are required to submit with this RFB a listing of comparable jobs completed within the last three (3) years. The listing shall include location of work, brief description of the work completed, system name and model, the name of the contact person and phone number.

Responders are required to include one of the following:

1. Dunn and Bradstreet Rating
2. Standard and Poors Rating
3. Better Business Bureau Rating
4. Financial statement for a period of not less than the previous two (2) years

**Tab 3 – Provide details of current workload and assurance to complete this project.**

**Tab 4 – Provide details of scope of work and a simple timeline of work.**

**Tab 5 - Completed Bid Form (use attached form)**

**Tab 6 – References**

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

**Tab 7 – Conflict of Interest Disclosure Form**

All respondents shall properly complete, have notarized and attach with their bid the attached notarized disclosure statement. The Officers and Significant Stakeholders form shall also be completed and be submitted behind this tab.

**Tab 8 – Insurance**

The vendor must provide all necessary Worker’s Compensation Insurance, General Liability Insurance, and Automobile Insurance where applicable, Products Liability Insurance with the LCSO being included as named/additional insured on the liability insurance policies.

Certificates of Insurance on all such insurance coverage carried by the vendor must be furnished to the Laramie County Sheriff’s Office prior to the commencement of any work.

The minimum insurance limits the vendor will provide are as follows:

Type of insurance:

1. Workman’s Compensation  
Statutory
  
2. Comprehensive General  
\$1,000, 000  
Liability Insurance  
Bodily Injury (BI)  
Property Damage (PD) Liability (combined limits)
  
3. Automobile Liability  
\$1,000, 000  
Liability Insurance  
Bodily Injury  
Property Damage Liability (combined limits)

LCSO will be exempt from, and in no way liable for, any sums of money which may represent a deductible on the insurance policy. The payment, if any deductible applies, will be the sole responsibility of vendor providing insurance.

**Tab 9 - Other Information**

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

**6.0 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 LCSO upon terms acceptable to the County. LCSO shall notify the successful responder, in writing, of its intent to include new items under the contract. The successful responder must supply, in writing, its prices on the items plus any discounts it intends to include in the purchase price. This pricing must extend to LCSO the same percentage discounts as stated for comparable items within the original bid.

The selected proposal will become a part of respondent's contractual obligation. The bid and the RFB will be part of and shall be incorporated by reference into the final contract, which shall be executed between the successful respondent and Laramie County after approval from the Laramie County Attorney's Office and the Board of County Commissioners.

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.

Any information provided by LCSO or any vendor prior to the release of this RFB, verbally or in writing is considered preliminary and is not binding for LCSO or the vendor.

The vendor must not make available nor discuss the RFB or any parts of the proposal to or with any employees of LCSO from the date of issuance of the RFB until the proposal submission date.

The vendor must not make available nor discuss any cost information contained in the sealed copy of the bid to or with any employee or member of LCSO from the date of issuance of this RFB until the contract award has been announced, unless allowed by the LCSO in writing for the purpose of evaluation or clarification.

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.

### **Sovereign Immunity**

LCSO and 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, LCSO and 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 LCSO and 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 LCSO and Laramie County pursuant to any agreement with LCSO and Laramie County.

### **Limitation On Payment**

LCSO'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 Respondent, the Agreement may be terminated by LCSO at the end of the period for which funds are available. LCSO shall notify Respondent 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 LCSO knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to LCSO in the event this provision is exercised, and LCSO shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

### **Assignment**

After its execution, the contract nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of LCSO.

### **Compliance**

The contractor warrants that all work completed hereunder complies with its response to the RFB, the subsequent contract between the contractor and LCSO, and all applicable Federal, State and local regulations and laws including, but not limited to, the Americans with Disabilities Act as amended.

### **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 LCSO 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.

**BID FORM**

**TO: Chief Deputy Perry Rockvam**  
**1910 Pioneer Street**  
**Cheyenne, WY 82001**  
**Phone: (307) 633-4736**  
**FAX: (307) 633-4723**

A. The undersigned agrees to furnish **all required materials and labor** to LCSO in compliance with this Request for Bid.

B. By submission of this proposal, the bidder certifies:

Prices in this RFB have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

Prices in this RFB have not knowingly been disclosed by the manufacturer and will not be prior to award to any other supplier.

No attempt has been made nor will be by the manufacturer to induce any other person or firm to submit an RFB for the purpose of restricting competition.

C. The individual signing this RFB certifies that he/she is a legal agent of the manufacturer, authorized to represent the manufacturer and is legally responsible for the decision as to the prices and supporting documentation provided.

D. Assigned representative as required in the Special Provisions.

Vendor \_\_\_\_\_  
Address \_\_\_\_\_  
City/State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone# ( \_\_\_\_\_ ) \_\_\_\_\_ FAX# ( \_\_\_\_\_ ) \_\_\_\_\_  
(Prefer 800 #)

E. Manufacturer's principal place of business:

Vendor \_\_\_\_\_  
Address \_\_\_\_\_  
City/State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone# ( \_\_\_\_\_ ) \_\_\_\_\_ FAX# ( \_\_\_\_\_ ) \_\_\_\_\_

F. Taxpayer identification.

Are you incorporated? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, State of Incorporation: \_\_\_\_\_

What is your Taxpayer Identification Number?



Social Security # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
OR

Employer Identification # \_\_\_\_\_

- G. I/We hereby certify and claim, in accordance with W.S. 16-6-101, as amended, the in-state five percent (5%) preference differential allowed to Wyoming vendors.

Signature \_\_\_\_\_ Title: \_\_\_\_\_

- H. Bid prices are firm for \_\_\_\_\_ days after bid opening for evaluation of bid.

- I. Discounts will be allowed for prompt payment as follows:

20 Calendar Days \_\_\_\_\_ %    30 Calendar Days \_\_\_\_\_ %

Every attempt to take prompt payment discounts for less than twenty (20) calendar days will be made; however, no consideration will be given during the bid award evaluation.

- J. Specify Guaranteed Date of Completion if different than Date: \_\_\_\_\_

- K. Check to Specify the Following Required Submittals Have Been Supplied:

\_\_\_\_\_ Original and two (2) copies of bid  
\_\_\_\_\_ Company information  
\_\_\_\_\_ Executive Statement  
\_\_\_\_\_ Insurance  
\_\_\_\_\_ Proof of Insurance  
\_\_\_\_\_ Proof of applicable licenses (city and/or state)  
\_\_\_\_\_ Standard product agreement  
\_\_\_\_\_ All minimum requirements have been answered and addressed by item  
\_\_\_\_\_ Budget for the proposed work to include: (Breakdown to include all costs.  
The successful proposer will bear the burden of any and all undisclosed costs.)

- L. Check to acknowledge receipt of addendum and/or amendment \_\_\_\_\_ if applicable.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Authorized RFB. — Typed

\_\_\_\_\_  
Street Address/P.O. Box

\_\_\_\_\_  
Signature of Authorized RFB.

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Date

**CONFLICT OF INTEREST & DISCLOSURE FORM**

I HEREBY CERTIFY that

I (*printed name*) \_\_\_\_\_  
am the (*title*) \_\_\_\_\_  
and the duly authorized representative of the firm of (*Firm Name*) \_\_\_\_\_  
\_\_\_\_\_ whose address is \_\_\_\_\_

And I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

Neither the business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision of the Building Code Regulations of Laramie County, nor has any outstanding past due debt to Laramie County; and,

This Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

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

Printed Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public - State of \_\_\_\_\_

My Commission expires \_\_\_\_\_

(Printed, typed or stamped commissioned name of Notary Public)