

**AGREEMENT TO PROVIDE THE PURCHASE OF TWO HANDHELD X10 RAMAN  
STANDOFF CHEMICAL DETECTORS FOR THE LARAMIE COUNTY SHERIFF'S  
DEPARTMENT**

**between**

**LARAMIE COUNTY, WYOMING and PENDAR TECHNOLOGIES**

This Agreement is made and entered into by and between Laramie County, Wyoming, 310 W. 19th Street, Suite 300, Cheyenne, Wyoming, 82001 ("COUNTY") and Pendar Technologies, 30 Spinelli Street Cambridge, MA 02138 ("CONTRACTOR").

**I. PURPOSE**

The CONTRACTOR is to provide the purchase of two Pendar X10 Raman Standoff Chemical Detectors (hereinafter referred to as detectors) as requested in the RFB issued by the Laramie County Sheriff's 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 detector 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 \$139,037.80 (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 (CFDA #21.027).

**IV. RESPONSIBILITIES OF CONTRACTOR**

- A. CONTRACTOR shall provide two handheld Pendar X10 Raman standoff chemical detectors with warranty, service, parts, labor and training as specified in the bid attached hereto as Exhibit B.
- B. CONTRACTOR shall work closely with COUNTY in coordinating the purchase and delivery, CONTRACTOR will work with COUNTY as needed in accordance with such individuals or curriers as deemed appropriate by COUNTY.
- C. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of

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

## V. GENERAL PROVISIONS

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

B. Entire Agreement: This Agreement (5 pages), and the attached RFB (13 pages) and the attached Proposal (21 pages) represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

C. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

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

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

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

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

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

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

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

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

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

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

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

O. **Limitation on Payment:** COUNTY's payment obligation is conditioned upon the availability of funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services, which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if

COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

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

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

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**PURCHASE OF TWO HANDHELD X10 RAMAN STANDOFF CHEMICAL  
DETECTORS FOR THE LARAMIE COUNTY SHERIFF'S DEPARTMENT  
between  
LARAMIE COUNTY, WYOMING and PENDAR TECHNOLOGIES**

**Signature Page**

**LARAMIE COUNTY, WYOMING**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Chairman, Laramie County Commissioners

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Debra Lee, Laramie County Clerk


**CONTRACTOR: Pendar Technologies**

Seamus  
Fogarty:A0109B300000  
173B6293A4F0001B6B4  
By: \_\_\_\_\_ Date 5-APR-2022  
Name: Seamus J. Fogarty  
Title: Chief Financial Officer

Digitally signed by Seamus  
Fogarty:A0109B300000173B6293  
A4F0001B6B4  
Date: 2022.04.05 17:35:58 -04'00'

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

**REVIEWED AND APPROVED AS TO FORM ONLY:**

By:  \_\_\_\_\_ Date 4/6/22  
Laramie County Attorney's Office

Bid Tabulation Sheriff TruNarc  
 Wednesday February 23, 2022 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>
Thermo Fisher Scientific	Yes	Yes, Narcotics only	Available within 45-90 days of order	Yes	NA for Project	\$52,813.00 includes 2 year warranty and training
Field Forensics	Yes	No, Limited capabilities	Available within 45-90 days of order	Yes	NA for Project	\$37,437.00 includes 2 year warranty and training
Pendar Technologies	Yes	Yes, expanded capabilities to include explosives and narcotic detection	Available within 45-90 days of order	Yes	NA for Project	\$139,037.00 includes 2 year warranty and training

**Request for Proposal – NO. 198180, Handheld  
Narcotics Analyzers**

**PENDAR TECHNOLOGIES – PENDAR X10**



**MEMORANDUM FOR:** Laramie County Sheriff’s Office (Lt. Jeff Lambing)  
1910 Pioneer Ave, Cheyenne, WY 82001

**FROM:** Patrick J. Herdman, Pendar Technologies

**SUBJECT:** Request for Proposal – NO. 198180, Handheld Narcotics Analyzers

**1. PURPOSE:** The following overview, product quote, and associated attachments are provided in response to the Request for Proposal, NO. 198180/Handheld Narcotic Analyzers or Equivalent Items. The Point of Contact and Company Information for this Request for Proposal are as follows:

<p><b>Technical Point of Contact:</b> Patrick J. Herdman Senior Sales Manager pherdman@pendar.com 240-230-2824</p> <p><b>Contracting Point of Contact:</b> Seamus Fogarty CFO <a href="mailto:sfogarty@pendar.com">sfogarty@pendar.com</a> 617-909-5726</p>	<p><b>Company Data:</b> Pendar Technologies 30 Spinelli Pl. Cambridge, MA 02128 <a href="http://www.pendar.com">www.pendar.com</a> CAGE Code: 6JJU8 Tax ID: 04-060170 DUNS: 96-956-9131 Pendar Technologies is a Small Business</p>
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**2. PRODUCT OVERVIEW:** The Pendar X10 (Image 1), is a lightweight Handheld Stand-Off Raman Spectrometer with the ability to accurately identify a wide range of narcotics, precursors, pharmaceutical drugs of abuse, explosives, chemical warfare agents, Toxic Industrial Materials/Hazardous Materials, and common household chemicals with up to six feet of standoff. In addition, the team at Pendar have significantly advanced handheld Raman effectiveness and capabilities by eliminating or mitigating the most common performance challenges associated with handheld Raman Spectrometry - (see Paragraph 3 below, Challenges). The following provides an overview of the Pendar X10 to include kit contents, key specifications, technical aspects, features, and associated benefits.



**Image 1:** The standoff capability offered by the Pendar X10 enhances Operator safety, furnishes rapid engagement, and expedites identification for chemical threats, in the open or through thick, clear, and translucent barriers/containers.

**a. KIT CONTENTS AND INCLUSIVE SERVICE.** The Pendar X10 Handheld Raman Spectrometer is shipped/delivered in a rugged hard-shell case. The kit includes:

- Three sets of four rechargeable (RCR123A) batteries.
- One RCR123A, four slot battery charger – 100 – 240V.
- Sample test kit. Contains vials with eight various solid and liquid samples (Isopropanol, potassium nitrate, Goody’s Powder, powdered/confectioner sugar, potassium permanganate,



honey, polystyrene, and acetaminophen). These samples are included for Operator training, sensor proficiency, performance evaluation, and instrument verification.

- USB-C connection cable.
- Small/expandable tripod with standard tripod connection clamp.
  
- In addition, purchase of the Pendar X10 also includes:
  - Free delivery/shipping.
  - Operator/Train-The-Trainer Instruction. In person and webinar formats are available. Training provides detailed operational concepts, notional operating procedures, hands-on performance demonstrations, Operator evaluation, and troubleshooting options.
  - Access to Customer Portal. Training files, manuals, program/software/firmware upgrades, library expansions, technical notes, application notes, and other documents are available at this portal.
  - 24/7 Technical Assistance/Reachback: Includes in-the-field telephonic or e-mail reachback for instrument troubleshooting, chemical threat consultation, and spectral analysis/interpretation.
  - Customized Spectra: With respect to customized spectra, depending on chemical availability, if a client requires additional spectra (e.g., emerging threat from a narcotic analogue or precursor), Pendar will custom build spectra for the client’s library or if timing is not critical, add the threat chemical to the list of pending spectra for inclusion into the next library expansion/upgrade.

**b. STANDOFF CHEMICAL INTERROGATION:** The Pendar X10 (**Image 2**), will conduct through-barrier analysis providing the ability to screen contents through thick translucent containers, closed plastic bags, chemical-hoods, closed windows, and some paper packaging. The X10 can project the identification lasers into open containers such as chemical drums, barrels, bottles, beakers, or storage vessel to identify container contents. Also, the touch-free interrogation permits screening sensitive sites without disturbing the scene or potential evidence. Moreover, with standoff, there’s no sample preparation or consumables required for chemical analysis.



**Image 2:** With standoff chemical interrogation, the X10 will facilitate touch-free analysis through various barriers, and “reach” deep within open or exposed chemical storage containers or vessels.

**c. SPECIFICATIONS:** The Pendar X10 is a simple to operate, low-to-no maintenance, highly intuitive sensor designed for ease in use. Certifying an Administrator/Trainer will take no more than a few hours and a basic Operator can employ the X10 after just minutes of training. A listing of specifications is found at **Table 1**, and additional specifications are included at Attachment 3/Pendar X10 Specifications Sheet.

Pendar X10 Specifications	
Technology	Two-wavelength Difference Raman Spectroscopy.
Standoff distance	Continuously adjustable between 1 to 6 feet.

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Instrument Portability	Handheld: 11" x 7.5" x 5.1" / Weight: 4.4 lbs (incl. batteries).
Eye Safety	Class 3R – No additional protective eyewear required.
Explosion Safety	Does not ignite or burn dark material (e.g., black powder).
Environmental Bounds	Indoors and outdoors, -20C to 40C (-4F to 104F); Dust & Waterproof (IP67); Splash and wipe resistant to common chemicals in operational settings (gasoline, bleach, peracetic acid and alcohol).
Power Requirements	Battery powered (>2 hours continuous measurement) – 4x RCR123A type rechargeable batteries – commercially available.
Connectivity	USB, Wi-Fi & Bluetooth (wireless can be disabled).
Analysis (and return to readiness) Time	<10 seconds for most samples, typically <30 seconds for highly fluorescent or absorptive samples.
Required Consumables	None.
Level of User Skill	Law enforcement, Hazmat/EOD technician
Calibration	No return-for-service, or factory calibration required. Verification process (diagnostic and proficiency) included during training and explained in User's Manual.
Training Requirements	No eye-safety training required (Class 3R). User interface streamlined for very simple use. Operator and Train the Trainer/Administrator training completed on-site.
Method of Sampling	In situ optical measurement.
State of Sample Required	Solid or liquid to include gels and slurries.
Amount of Sample Required	Visible quantity, down to ~10% for mixtures.
Data Interpretation	Automated using on-board algorithms.
Data Export	ASCII (text) and SPC format supported. Reachback files for Pendar support can be generated.
Support Software	PendarLink (PC, Windows 10 compatible). Furnishes routine updates, library management/expansion, data download and export.

TABLE 1 – Pendar X10 Specifications

**d. ADDITIONAL TECHNICAL ASPECTS:** The following provides a list of additional and relevant technical aspects:

- Four removable batteries power the instrument for approximately two hours (as indicated above, three sets of batteries come with each kit). Batteries are rechargeable, low-cost, and commercially available. This eliminates challenges associated with returning a sensor to the manufacturer only to replace often expensive and exclusive proprietary batteries.
- As indicated above, the kit includes a tripod. The X10 is primarily a handheld device, however, when required by circumstances, the tripod furnishes a steady base for sustained chemical analysis venues. For example, crime scenes requiring multiple or repetitive screening actions.
- Will identify up to five chemicals in a single solid or liquid sample, to include gels and slurries.
- Internal library contains 4,000 articles to include narcotics, pharmaceutical medications of abuse, analogues, precursors, synthetic cannabinoids and opioids, explosives, chemical warfare agents to include newer A-Series "Novichok" agents, hazardous chemicals, household chemicals, etc.
- The spectra library was compiled using the Pendar X10 to establish spectra with each individual chemical contained in the library. All spectra were developed in-house, no third-party spectra included. This means the spectra were developed specifically for the Pendar X10, not modified

to match commercially available third-party spectra libraries, eliminating the potential for cross-contaminated libraries or algorithmic faults.

- The X10 Operator Interface offers an on-screen view of the applicable spectra. Further, the spectra are also depicted in the individual identification files, or via download from instrument to desktop, laptop, or tablet.
- The Operator Interface (data accessible on screen) includes a full library review option/selection. Along with chemical identification data (common chemical name), further information includes:
  - CAS Registry Number: Numerical identifier assigned by the Chemical Abstracts Service (CAS) for most chemical substances.
  - UN Number: Four-digit number used to identify hazardous chemicals or classes of hazardous materials.
  - ERG Page Number: Page in the Emergency Response Guidebook containing instructions for First Responders regarding the hazardous material identified.
  - Pictograms: Displays for hazardous materials according to the Globally Harmonized System of Classification and Labelling of Chemicals (GHS), along with a signal word—DANGER or WARNING—where needed.
  - Hazard Statements: Phrases that describe the nature of the hazards from the Safety Data Sheets for the specific chemical(s).
  - Synonyms: Other common names for the chemical.
- New spectra are added on a routine basis (estimated every six to eight months), with free updates available from the Pendar Portal to customers for the life of the instrument.
- Furthermore, the Operator Interface includes access to a catalog of past/historical identification files and displaying information from previous measurements and scans, including:
  - List of previous measurements and scans.
  - Result from a measurement or scan.
  - Number of scans in a measurement.
  - Timestamps for the measurement and scans.
  - Sequential number of the scan.

**e. OTHER OPERATIONAL CAPABILITIES/CONSIDERATIONS:** The X10 is an ideal sensor for cross functional chemical threat identification requirements and operations to include law enforcement, explosives ordnance disposal, confinement, forensic/crime scene analysis, hazardous materials response/mitigation, environmental protection, mail screening, executive protection, counterterrorism, and other functions where rapid and accurate chemical identification results are critical. The following illustrates additional operational capabilities and considerations:

- Sample identification is obtained through a simple “point and shoot” presentation. The Operator guides the instrument using the visible red targeting lasers, adjusts for desired focal range and activates the secondary (non-visible lasers) for threat interrogation. Results are obtained in seconds.
- The Operator can select between a manual threat interrogation or engage the Auto Focus option for range adjustments and pinpoint threat identification.
- The Operator Interface is activated through a touchscreen, articulable with PPE/heavy gloves.
- An ambient light monitor automatically adjusts screen brightness. May be toggled on or off.

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- The X10 does not require Return-for-Service/depot level calibration or other annual service.
- Includes an easy to follow (step-by-step on-screen) self-test wizard (verification check) to ensure the X10 is operating at optimal capacity.
- Furnishes audio and visual activity indication during analysis. Audio may be toggled on or off, as desired.
- Robot/Ground Vehicle mountable option (**Image 3**): The Pendar X10 may be mounted onto a robotic platform via adapters, brackets, and harnesses for a wide variety of commercially available robotic platforms.
  - Self-powered through customized battery bracket/mount or may draw power direct from the robotic platform.
  - Customized integration is available, based on robotic platform and manufacturer coordination.
  - Automated adjustment and focus eliminate the need for precise maneuvering for the robot/articulated arm.
  - Includes an integrated camera/visual assist accessible via the robotic integration program.
- A fully remote (non-robotic), tripod mounted gimble option (remotely directed, activated, and observed from a program loaded onto a laptop or tablet) is also available.



**Image 3:** Robotic operations elevate Operator safety during clandestine lab investigations.

**3. CHALLENGES:** The Pendar X10 eliminates or mitigates common challenges experienced by other commercially available Raman Spectrometers. These challenges include:

**a. CHALLENGE:** Screening dark materials or shock sensitive threats with a traditional Raman Spectrometer could burn, ignite, or detonate samples. In addition, this known challenge often impedes investigations and use of Raman Spectroscopy when encountering dark in color chemical threats.

**MITIGATION/ELIMINATION:** The Pendar X10 (**Image 4**), was engineered to eliminate the potential for sample ignition by employment of laser rastering. This process, coupled with laser intensity, ensures the laser will not focus on a stationary point, one of the contributing conditions for ignition. Further, the X10 includes an automated process to turn off the laser optics if the rastering process is interrupted or disabled. With these advancements, the Operator, for example may sample black powder or gunpowder without risk of ignition or explosion.



**Image 4:** The X10 has been engineered and tested to provide safe interrogation for dark in color materials without threat of ignition.



**Image 5:** High throughput analysis is possible with rapid, touch-free screening.

**b. CHALLENGE:** Traditional handheld sampling methods require contact with the sample or a containment vessel. **MITIGATION/ELIMINATION:** The Pendar X10 affords quick and effective, touch-free chemical analysis with standoff (**Image 5**). For example, an operator can analyze white powder spilling from an envelope in seconds, up to six feet away, without disturbing the scene or material. Besides the convenience of rapid, touch-free identification, more importantly, this standoff distance elevates safety and protection for an Operator screening unknown and potentially hazardous materials, lethal narcotics, or other

weaponized threats. Due to the rapid and touch-free chemical identification screening offered by the Pendar X10, identifying multiple chemicals in a clandestine lab can take minutes, safely moving from beaker, to bottle, to powder, in rapid succession, all while not disturbing the crime scene.

**c. CHALLENGE:** Contemporary handheld Raman Spectrometers take an extended period to yield identification results or are unable to identify highly fluorescent chemicals.

**MITIGATION/ELIMINATION:** The Pendar X10 employs an identification method known as Difference Raman. Using two interrogating lasers, the X10 provides rapid identification of highly fluorescent materials. Difference Raman yields a higher extraction of relevant data, rather than succumb to over saturation from a substance emitting a large fluorescent background signal. Difference Raman speeds up the interrogation and identification process and increases identification accuracy.

**4. EMPLOYMENT/TESTING:** The Pendar X10 is used by various groups within US military, DHS (DHS CWMD RCD, TSA Ground Transportation), DOJ (FBI and ATF), as well as state and local HAZMAT Response Teams, Bomb Squads, and other law enforcement functions. In addition, the Pendar X10 has been extensively tested by the following agencies:

- DHS CWMD RCD pilot program (POC: Gregory Donath, [gregory.donath@hq.dhs.gov](mailto:gregory.donath@hq.dhs.gov)).
- TSL Testing: (POC: Mike Barrientos, [Mike.Barrientos@ST.DHS.GOV](mailto:Mike.Barrientos@ST.DHS.GOV)).
- Navy EOD Technology Division (Extensive evaluation and temperature testing POC: Alfred Wooten, Jr [alfred.j.wooten@navy.mil](mailto:alfred.j.wooten@navy.mil), Nicole Bowes, [nicole.d.bowes.civ@us.navy.mil](mailto:nicole.d.bowes.civ@us.navy.mil)).
- PNNL – DHS S&T SAVER (System Assessment and Validation for Emergency Responders) (Ongoing test - POC: [Richard.Ozanich@pnnl.gov](mailto:Richard.Ozanich@pnnl.gov), [Carlos.Fraga@pnnl.gov](mailto:Carlos.Fraga@pnnl.gov)).
- TSL testing (First Generation Pendar X10): test sponsored by CTTSO/TSWG (test sponsored by CTTSO/TSWG (now IWTSO), POC: Dr. Trish McDaniels [patricia.mcdaniel@cttso.gov](mailto:patricia.mcdaniel@cttso.gov), and Erin Tamargo [erin.tamargo.ctr@cttso.gov](mailto:erin.tamargo.ctr@cttso.gov)).
- TSA Ground Transportation / Johns Hopkins University - Applied Physics Laboratory (POC: Dr. David Lawrence, [David.Lawrence@jhuapl.edu](mailto:David.Lawrence@jhuapl.edu)) – test funded by TSA (POC: Jim Bamberger, [Jim.Bamberger@tsa.dhs.gov](mailto:Jim.Bamberger@tsa.dhs.gov)).
- CCDC-CBC (CRADA): Explosives, CWAs, DTRA-sponsored testing on opioids (fentanyl and derivatives). (POC: Dr. Jason Guicheteau [jason.a.guicheteau.civ@mail.mil](mailto:jason.a.guicheteau.civ@mail.mil). Report: CCDC CBC-TR-1687 ASSESSMENT OF COMMERCIAL-OFF-THE-SHELF DETECTORS AGAINST SYNTHETIC OPIOIDS).
- MRI Global: Narcotics, incl. fentanyl and derivatives (report available upon request).

- FBI TEDAC & National Forensic Science Technology Center (NFSTC, Tampa, FL) (POC: Kevin Lothridge [klothrid@fiu.edu](mailto:klothrid@fiu.edu)): Primary and Secondary Explosives, common narcotics (Final test for a USSOCOM #H92222-18-C-0025).

**5. PRICING:** A price quote and copy of Pendar Technologies Terms and Conditions have been included as attachments.

**6. CLOSING:** Please direct any questions or concerns to Patrick J. Herdman at [pherdman@pendar.com](mailto:pherdman@pendar.com) or 240-230-2824.

3 Attachments:

1. Quote, Laramie County Sheriff's Office.
2. Pendar Technologies, Terms and Conditions.
3. Pendar X10 Specifications Sheet.

## **ATTACHMENT 1**

**QUOTE – PENDAR X10 – RFQ 198180**



# PENDAR

TECHNOLOGIES

Company Address 30 Spinelli Street  
Cambridge, MA 02138  
United States

Prepared By Patrick Herdman  
Email [pherdman@pendar.com](mailto:pherdman@pendar.com)  
Phone (240) 230-2824

Created Date 2/18/2022  
Expiration Date 5/16/2022  
Quote # LAR22022092

Contact Name Lt. Jeff Lambing  
Contact Email [lambingj@laramiecounty.com](mailto:lambingj@laramiecounty.com)  
Contact Phone 307-633-4761

Bill To Name Laramie County (WY) Sheriff's Office  
Bill To 1910 Pioneer Ave  
Cheyenne, WY 82001

### Quote Information

Note GSA Contract # 47QSWA20D008W - Expires  
07/27/2025

Lead Time 60 Days ARO  
Terms Net 30

Product	Quantity	List Price	Subtotal
(Optional) Pendar X10 Additional Year Warranty, Service, Parts & Labor (up to 5 yrs, GSA discount)	2.00	\$6,319.90	\$12,639.80
Handheld Pendar X10 Raman standoff chemical detector (GSA discount)	2.00	\$63,199.00	\$126,398.00
included Delivery	1.00	\$0.00	\$0.00
included Pendar X10 Year 1 Warranty Parts & Labor	2.00	\$0.00	\$0.00
included Training	1.00	\$0.00	\$0.00

Total Price \$139,037.80



**ATTACHMENT 2**

**PENDAR TECHNOLOGIES**

**TERMS AND CONDITIONS**



**PENDAR**  
TECHNOLOGIES

## PENDAR GENERAL TERMS AND CONDITIONS FOR THE SALE OF PRODUCTS AND SERVICES

### 1. Applicability.

- (a) All orders for the sale of all products, services, or both, are subject to review, approval, and acceptance by Pendar Technologies, LLC ("Pendar"). If an order is accepted by Pendar, these terms and conditions of sale (these "Terms") are the only terms which govern the sale of the products sold by Pendar (the "Products"), and any associated services ("Services"), or both, to the buyer named in a quote, purchase order, or proposal (the "Buyer"). Notwithstanding anything herein to the contrary, if a written contract signed by Pendar and the Buyer is in existence covering the sale of the Products and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.
- (b) BY PLACING A PURCHASE ORDER OR OTHER AGREEMENT FOR PENDAR'S PRODUCTS, SERVICES, OR BOTH ASSOCIATED WITH PENDAR'S QUOTATION OR PROPOSAL FOR THE PRODUCTS, SERVICES, OR BOTH OR USING ANY PART OF THE PRODUCTS, SERVICES, OR BOTH, YOU ACKNOWLEDGE THAT YOU HAVE READ THE QUOTATION OR PROPOSAL, THESE TERMS AND CONDITIONS, THAT YOUR COMPANY OR OTHER ENTITY UNDERSTAND THEM AND THAT YOUR COMPANY OR OTHER ENTITY AGREE TO BE BOUND LEGALLY BY THESE TERMS AND CONDITIONS.
- (c) The accompanying quote or proposal (which identifies the Products or Services sold) which may include a statement of work (collectively, the "Proposal") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's terms and conditions of purchase regardless of any terms or conditions which may be included in Buyer's purchase order form or other communication from Buyer. Pendar's acceptance is conditional upon Buyer's assent to, or if this writing is construed as the offer, acceptance hereof is expressly limited to the terms and conditions set forth herein. It is agreed that sales are made only on the terms and conditions herein and any terms or conditions other than those set forth herein are hereby objected to by Pendar and shall not become a part of the agreement of sale unless expressly agreed to in writing by an authorized representative of Pendar. Pendar objects to all supplemental or inconsistent terms and conditions in any purchase order or other communication from Buyer. Pendar's failure to object to any specific term or condition contained in Buyer's purchase order or other communication shall not be deemed to be acceptance of such term or condition. Pendar quotations are not firm unless expressly indicated, with a specific period of time during which the quotation will remain firm on the face thereof. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

### 2. Delivery of Products and Performance of Services.

- (a) The Products will be delivered to Buyer at the dates specified in Buyer's purchase order that has been accepted by Pendar, subject to availability of and the manufacturing schedule for the finished Products and availability of the Services. Pendar shall not be liable for any delays, loss or damage in transit. In no event will Pendar be liable for increased costs, loss of profits or goodwill, or any other incidental or consequential damages caused by late delivery or non-delivery of Products or Services.
- (b) Pendar may, without notice, discontinue the production or sale or modify the design or material specification of any Product or parts thereof. In such an event, Pendar has no liability or obligation to the Buyer, including without limitation, any obligation to modify a Product previously ordered. Pendar does not warrant the continued availability of any of the Products or Services and Buyer expressly releases Pendar from any liability for any loss or damage to Buyer arising out of or by virtue of Pendar's ability to accept or fulfill any Proposal due to particular shortages or general product unavailability.
- (c) Unless otherwise agreed in writing by the parties, Pendar shall cause the delivery of the Products to Buyer's specified location (the "Delivery Point") using commercially reasonable standard methods for packaging and shipping such Products. Buyer shall take delivery of the Products within two calendar days of Pendar's written notice that the Products have been delivered to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Products at the Delivery Point.

- (d) Pendar may, in its sole discretion, without liability or penalty, make partial shipments of Products to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order or other agreement.
- (e) If for any reason Buyer fails to accept delivery of any of the Products on the date fixed pursuant to Pendar's notice that the Products have been delivered at the Delivery Point, or if Pendar is unable to deliver the Products at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Products shall pass to Buyer; (ii) the Products shall be deemed to have been delivered; and (iii) Pendar, at its option, may store the Products until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- (f) Pendar shall use reasonable efforts to meet any performance dates to render the Services specified in the Proposal, and any such dates shall be estimates only.
- (g) With respect to the Services, Buyer shall (i) cooperate with Pendar in all matters relating to the Services and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by Pendar, for the purposes of performing the Services; (ii) respond promptly to any Pendar request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Pendar to perform Services in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Pendar may reasonably request to carry out the Services in a timely manner and ensure that such Buyer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

3. Non-Delivery.

- (a) Pendar shall not be liable for any non-delivery of Products (even if caused by Pendar's negligence) unless Buyer gives written notice to Pendar of the non-delivery within three calendar days of the date when the Products would, in the ordinary course of events, have been received.
- (b) Any liability of Pendar for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or adjusting the invoice respecting such Products to reflect the actual quantity delivered.
- (c) Buyer acknowledges and agrees that the remedies set forth in Section 3 are Buyer's exclusive remedies for the delivery of Nonconforming Products. Except as provided under Section 3(c), all sales of Products to Buyer are made on a one-way basis and Buyer has no right to return Products purchased under this Agreement to Pendar.

4. Shipping Terms. Delivery of the Products shall be made FOB Destination. Pendar shall make delivery to the location specified on the face of the Proposal.

5. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Products at the Delivery Point. As collateral security for the payment of the purchase price of the Products, Buyer hereby grants to Pendar a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Massachusetts Uniform Commercial Code.

6. Buyer's Acts or Omissions. If Pendar's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, suppliers, consultants, or employees, Pendar shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

7. Inspection and Rejection of Nonconforming Products.

- (a) Buyer shall inspect the Products within three calendar days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Products unless it notifies Pendar in writing of any Nonconforming Products during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Pendar. "Nonconforming Products" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.
- (b) If Buyer timely notifies Pendar of any Nonconforming Products, Pendar shall, in its sole discretion, (i) replace such Nonconforming Products with conforming Products, or (ii) credit or refund the Price for such Nonconforming Products,

together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Products to Pendar's facility as identified by Pendar. If Pendar exercises its option to replace Nonconforming Products, Pendar shall, after receiving Buyer's shipment of Nonconforming Products, ship to Buyer, at Buyer's expense and risk of loss, the replaced Products to the Delivery Point.

- (c) Buyer acknowledges and agrees that the remedies set forth in Section 7(a) are Buyer's exclusive remedies for the delivery of Nonconforming Products. Except as provided under Section 8(b), all sales of Products to Buyer are made on a one-way basis and Buyer has no right to return Products purchased under this Agreement to Pendar.

**8. Price.**

- (a) Buyer shall purchase the Products and Services from Pendar at the prices (the "Prices") set forth in Pendar's Proposal.
- (b) All prices are firm, and the Proposal cannot be divided into separate procurements. If all proposed Products, Services, or both are not ordered, all Prices are subject to change.
- (c) All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Pendar's income, revenues, gross receipts, personal or real property, or other assets.

**9. Payment Terms.**

- (a) Pendar will invoice at time of shipment of the Product to Buyer or upon performance of Services, as agreed. Buyer shall pay all invoiced amounts due to Pendar fifteen days from the date of such invoice, unless the Proposal states otherwise. Buyer shall make all payments hereunder in U.S. Dollars by wire transfer to: Berkshire Bank, ABA# 211871691, SWIFT Code BERKUS33, Account number 662202411. The Account name is Pendar Technologies LLC.
- (b) Until such time that payment in full is received by Pendar, Buyer grants Pendar a security interest in and lien on all delivered Products and all accounts, chattel paper, instruments, contract rights, general intangibles, accounts receivables, and the proceeds of those not existing or later arising out of Buyer's sale or other disposition of the Products. Buyer shall cooperate in whatever manner is necessary for Pendar to perfect and record such security interest and lien by completing a UCC-1 form (or any similar form that may be applicable) and any other security as Pendar may reasonably request from time to time.
- (c) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Pendar for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Pendar does not waive by the exercise of any rights hereunder), Pendar shall be entitled to suspend the delivery of any Products or performance of any Services if Buyer fails to pay any amounts when due hereunder and such failure continues for ten days following written notice thereof.
- (d) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Pendar, whether relating to Pendar's breach, bankruptcy or otherwise.

- 10. Software License Agreement.** All software and firmware made available by Pendar to Buyer is subject to the terms and conditions of Pendar's applicable Software License Agreement(s) (SLA), which is fully incorporated into this Agreement as Attachment A. Except for the right to use the software and Products for the purposes provided herein which arises by operation of law, and except as expressly provided herein, nothing contained in this Agreement shall be deemed to grant Buyer or Buyer's End Users either directly or by implication, estoppel, or otherwise, any license or right under any patents, copyrights, trademarks or trade secrets of Pendar or any third party.

- 11. U.S. Government Orders.** Pendar's Products are Commercial Items as defined in Federal Acquisition Regulation (FAR) 2.101. If this Agreement is in furtherance of a sale to a U.S. federal government prime contractor, only those FAR provisions that are mandatory and to the extent applicable, under FAR Subpart 12.5 are applicable to this Agreement. Further, the Products meet the definition of a commercial item and information technology as defined in FAR 2.101, therefore consistent with FAR 25.103(e), acquisitions of information technology meeting the commercial item definition, and using fiscal year 2004 or subsequent funds are exempt from the Buy American Act and Balance of Payments Act.

Pendar makes no representation or certifications with respect to the ability of the Products, Services, or prices, to satisfy any laws, regulations or provisions governing or relating to sales to the U.S. Government, including, but not limited to, place of product origin, manufacture, or assembly. (i.e., under the Buy American Act or Trade Agreements Act), contracting with small, minority, or diversity suppliers, payment of prevailing wages, or price guarantees and commitments.

The following clauses, if applicable pursuant to the regulatory language, are incorporated by reference from the FAR with the same force and effect as if they were given in full text.

- 52.203-13 Contractor Code of Business Ethics and Conduct (Jun 2020)
- 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Jun 2020)
- 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)
- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jun 2020)
- 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (Aug 2020)
- 52.219-8 Utilization of Small Business Concerns (Jul 2013)
- 52.222-17 Nondisplacement of Qualified Workers (Jan 2013)
- 52.222-26 Equal Opportunity (Mar 2007)
- 52.222-35 Equal Opportunity for Veterans (Jun 2020)
- 52.222-36 Equal Opportunity for Workers with Disabilities (Jun 2020)
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
- 52.222-41 Service Contract Act of 1965 (Nov 2007)
- 52.222-50 Combating Trafficking in Persons (Feb 2009)
- 52.222-51 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007)
- 52.222-53 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009)
- 52.222-54 Employment Eligibility Verification (Jul 2012)
- 52.225-26 Contractors Performing Private Security Functions Outside the United States (Jul 2013)
- 52.226-6 Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009)
- 52.247-64 Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)

No other FAR or FAR Supplement provisions, nor any other prime contract provisions, are accepted by Pendar, even if referenced in Buyer's purchase orders, unless Pendar expressly agrees to such, in writing. Pendar does not represent that any ordered items necessarily meet new materials requirements.

## 12. Warranty and Warranty Disclaimer.

- (a) Pendar warrants to Buyer that, for a period of 12 months from the date of delivery of the Product, such Product shall be free from defects in material and workmanship ("Original Warranty Period"). Buyer has the option, during the Original Warranty Period to purchase from Pendar an extended warranty for up to 5 years at pricing to be provided by Pendar if and when Buyer exercises such option. All Products that have been damaged or tampered with, are not eligible for the extended warranty.
- (b) For Product to be returned under the provisions of this Section 12, the Buyer must provide the serial numbers of Products to be returned and obtain a Return Material Authorization number ("RMA") from Pendar for the specific Product and quantity to be returned. Buyer will return the Product in a suitable shipping carton with the RMA number displayed on the outside of the carton. The return must be received by Pendar within thirty (30) days from date of issuance of the RMA number. If Pendar finds no defects or deviations from the Product and cannot duplicate the problem the Buyer agrees to accept such Products and pay the cost of return shipment.
- (c) Pendar reserves the right to repair or replace the Product at its sole discretion. In repairing or replacing any Product, or part of a Product under this warranty, Pendar may use new, remanufactured, reconditioned, refurbished, or functionally equivalent Products or parts. Returned Products that are not repaired and returned to the Buyer will become the property of Pendar.
- (d) EXCEPT FOR THE WARRANTY SET FORTH IN THIS SECTION 12, PENDAR MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS OR SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. NO ORAL OR WRITTEN REPRESENTATIONS MADE BY PENDAR SHALL CREATE A WARRANTY FROM PENDAR.

**13. Intellectual Property.**

- (a) Pendar, and its licensors, shall own and shall retain all right, title and interest in and to: (a) any of its intellectual property rights, including any development thereof (including all copies, modifications, improvements and derivative works thereof, by whomever produced); (b) all of its service marks, trademarks, trade names or any other designations associated with their technology and products; and (c) all mask works, copyrights, patent rights, trade secret rights, and other proprietary rights relating to the technology and products, whether registered or not (collectively "Intellectual Property Rights"). All intellectual property rights in work or resulting from work done by or on behalf of Pendar pursuant to this Agreement, if performed, and any subsequent modifications to same shall exclusively vest in Pendar.
- (b) Buyer shall not translate, reverse engineer, decompile, disassemble, or make any other unauthorized use of the Products provided under this Agreement. Buyer acknowledges and agrees that in addition to any other remedies available to Pendar or its suppliers, Pendar or its suppliers are entitled to equitable relief to protect any trade secrets, including without limitation, temporary and permanent injunctive relief without proof of damage.
- (c) Buyer shall not make or permit the removal or modification of any trademarks or tags, proprietary notices, labels, or other identifying marks placed by Pendar on the Products or associated packaging, manuals, or other associated material.

**14. Other Governmental Matters.** Buyer or its end-user, if any, is solely responsible for obtaining any licenses or other authorizations required by other federal, state, or local governmental agency. Buyer, or its end-user, if any, is solely responsible for complying with applicable laws, rules and regulations of any other federal, state, or local government agency. In all other governmental matters, Pendar is not an agent of Buyer or Buyer's end-user.

**15. Limitation of Liability.**

- (a) IN NO EVENT SHALL PENDAR BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT PENDAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- (b) IN NO EVENT SHALL PENDAR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE RELATED TO THE PROVISION OF PRODUCTS HEREUNDER SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO PENDAR FOR THE PRODUCTS SOLD HEREUNDER. PENDAR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT OR OTHERWISE RELATED TO THE PROVISION OF SERVICES IS FOR THE RE-PERFORMANCE OF SUCH SERVICES ONLY.
- (c) The limitation of liability set forth in Section 15(a) shall not apply to (i) liability resulting from Pendar's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Pendar's acts or willful omissions.

**16. Intellectual Property Indemnification.** If Buyer becomes a defendant in a suit based on a claim that any Product furnished under this Agreement directly infringes on a U.S. patent or copyright, Buyer shall provide Pendar with prompt notice, in writing, of the suit. If such prompt notice is provided, Pendar, in its sole discretion, will be given control of the suit and Buyer shall cooperate with all requested assistance to Pendar for defense. This indemnity does not extend to any suit based on any infringement or alleged infringement of any patent or copyright resulting from the combination of any Product furnished under this Agreement with other elements, nor does it extend to any product of Buyer's design or otherwise.

**17. Indemnification.** Each party will indemnify, defend and hold the other harmless against all claims, losses, liabilities, damages and costs (including reasonable attorneys' fees) for death, bodily injury and tangible property damage (other than damage to the Products) arising out of or resulting from any negligent or intentional act or omission of such party or any of its employees, agents, contractors or representatives. This indemnity shall only be enforceable provided that: (i) the party being claimed against shall promptly notify in writing the party who is providing the indemnification of the claim; (ii) the party who is providing indemnification will have sole control of the defense and all related settlement negotiations; and (iii) the party being claimed against shall give the party who is providing indemnification all information and reasonable assistance related to the defense of the claim.

**18. Compliance with Laws and Export Control.** Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its

obligations under this Agreement. Buyer assumes all responsibility for shipments of Products requiring any government export clearance. Buyer agrees that it shall not and shall inform its End Users that they may not, in any form export, re-export, resell, ship or divert or cause to be exported, re-exported, resold, shipped or diverted directly or indirectly any Products, parts, source code or technical data in any form or a direct product thereof without obtaining appropriate export or re-export licenses from the respective government authority of the United States of America.

19. **Termination.** In addition to any remedies that may be provided under these Terms, Pendar may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement and such failure continues for ten days after Buyer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.
20. **Waiver.** No waiver by Pendar of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Pendar. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
21. **Pendar Authorized Representative.** Only Pendar authorized representative, Seamus Fogarty may accept or approve changes to these terms and conditions.
22. **Confidential Information.** All non-public, confidential or proprietary information of Pendar, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Pendar to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" or "proprietary" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Pendar in writing. Upon Pendar's request, Buyer shall promptly return all documents and other materials received from Pendar. Pendar shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.
23. **Force Majeure.** Pendar shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Pendar including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemics, pandemics, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage), provided that, if the event in question continues for a continuous period in excess of sixty days, Buyer shall be entitled to give notice in writing to Pendar to terminate this Agreement.
24. **Assignment.** Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Pendar. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.
25. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
26. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
27. **Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Massachusetts.
28. **Time for Claim.** Except for money due on an open account, no action for breach of this Agreement may be brought more than two years after the cause of action accrues. Where there is a shorter limitation period provided by applicable law for a particular cause of action, no action may be brought after that period expires.

29. **Submission to Jurisdiction.** Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the Commonwealth of Massachusetts in each case located in the County of Middlesex and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
30. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Proposal or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
31. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
32. **Survival.** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Warranty, Limitation of Liability, Compliance with Laws, Confidential Information, Intellectual Property Indemnification, Indemnification, Governing Law, Submission to Jurisdiction and Survival.
33. **Headings.** Section and paragraph headings used in this Agreement are for convenience only and cannot be used to construe the provisions of this Agreement.
34. **Amendment and Modification.** These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.



## **ATTACHMENT 3**

### **PENDAR X10 SPECIFICATIONS SHEET**



**PENDAR**  
TECHNOLOGIES



**Standoff Up to 6 Feet Away**



**Results Within Seconds**



**Identify Dark and Highly  
Fluorescent Materials**



**Safe with Dark, Sensitive  
Materials**



**No Eye Protection Required**

# Pendar X10

Breakthrough, short-range standoff Raman chemical ID for EOD, HAZMAT, Drug Enforcement, Forensics, and more.

## Extend Your Reach

- Handheld, short-range (up to 6 feet/2 meter) standoff point-and-shoot measurement.
- Reach deep into a barrel through an opening, with no sampling required.

## Extend Your Safety

- Class 3R laser; no laser safety eye protection or special training required.
- Minimal ignition risk with black powder and sensitive primaries.

## Extend Your Speed

- Dark or highly fluorescent materials identified in <30 seconds, white powders in 5 to 10 seconds.
- Rapid analysis using advanced algorithms and powerful embedded processor.

No contact, no sampling, no handling of sensitive or toxic materials.  
Point and shoot to identify a material up to 6 ft away  
through translucent containers or windows.



# Specifications

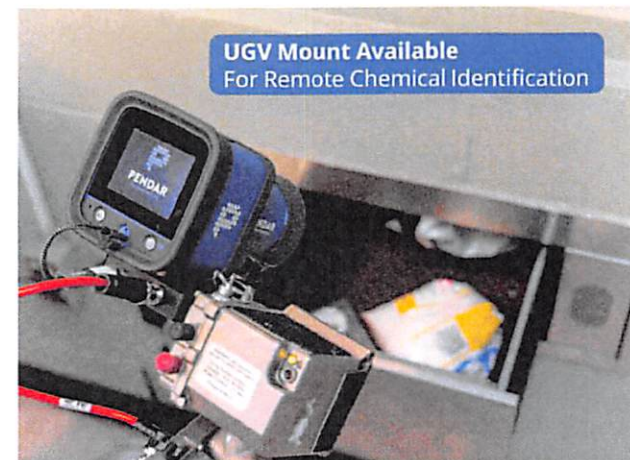
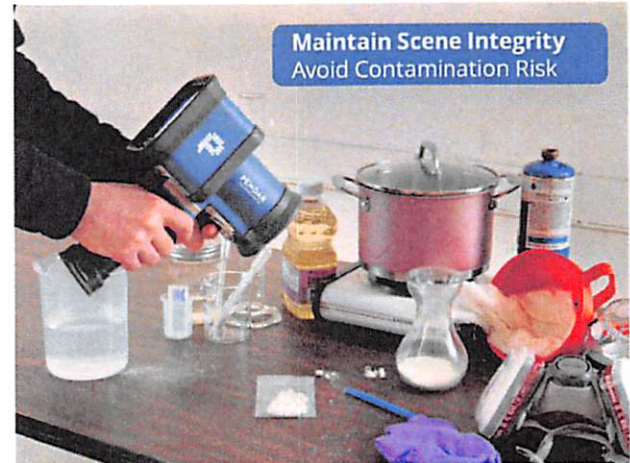
<b>Technique</b>	Difference Raman Spectroscopy
<b>Standoff Distance</b>	Adjustable 1 to 6 feet (0.3 to 2 meters)
<b>Instrument Portability</b>	Handheld: 11.1" x 7.4" x 5.1" Weight: 4.4 lbs
<b>Library</b>	Explosives, illicit drugs, CWAs, toxic industrial chemicals
<b>Analysis Time (and Return to Readiness)</b>	Less than 10 seconds for most samples, generally less than 30 seconds for fluorescent or highly absorptive samples
<b>Method of Sampling</b>	In situ (optical measurement through clear containers or enclosures)
<b>Amount of Sample Required</b>	Visible quantity
<b>Eye Safety</b>	Class 3R
<b>Explosion Safety</b>	Does not ignite or burn dark material (e.g. black powder, iron oxide, etc..)
<b>Connectivity</b>	USB, WiFi
<b>Operating environment</b>	Indoors and Outdoors, -4° to 104°F / -20° to 40°C
<b>Power</b>	Four (4) rechargeable RCR123A batteries More than 2 hours operation
<b>Mounting Options</b>	¼"-20 tapped hole for tripod, UGV Kit Available For Remote Chemical Identification



## A single press of the trigger delivers results within seconds

Rapidly expanding library includes:

- Military explosives, HMEs and explosive precursors.
- Synthetic opioids, fentanyl and analogs, NPS.
- Chemical warfare agents, hazardous materials



**REQUEST FOR BIDS**  
**Laramie County Sheriff's Office Handheld Narcotic Analyzers**  
**Closing Date: February 23, 2022**

**Purpose of Request for Bids**

**Laramie County is soliciting competitive sealed bids from qualified vendors who can provide two TruNarc drug identification analyzers or a comparable item for The Laramie County Sheriff's Office.**

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- 5.0 Disclosures

**Attachments**

- Bid Page
- Conflict of Interest Form
- Officers & Significant Stakeholders Form

## **1.0 PURPOSE & OVERVIEW**

Laramie County is soliciting competitive sealed bids from qualified vendors to provide two TruNarc drug identification analyzers or a comparable item.

## **2.0 SCOPE OF SERVICES**

- (2) handheld narcotic analyzers
- Two year warranty for equipment
- Training associated with proper usage of equipment

### 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 Sheriff's Office at 1910 Pioneer Ave, Cheyenne, Wyoming 82001 no later than **2:00 p.m., local time, on February 23, 2022**. Bids received after this time will not be considered.

### **3.2 Delivery of Bids**

All bids shall be sealed and delivered or mailed to Laramie County Sheriff's Office located at 1910 Pioneer Ave., Cheyenne, WY 82001 (faxes and emails will not be accepted).

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

No specific pre-bid meeting will be held. Each respondent shall contact Lt. Lambing 307-633-4761 or [Jeffery.Lambing@laramiecountywy.gov](mailto:Jeffery.Lambing@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 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 Sheriff's Office in Cheyenne at (307) 633-4761 at least five (5) days prior to the date.

### **3.6 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.

### **3.7 Questions Concerning RFB**

Questions concerning any portion of this RFB should be directed in writing to Lt. Lambing, Laramie County Sheriff's Office, named below, who shall be the official point of contact for this RFB. Mark cover page or envelope(s) "**Handheld Narcotics Analyzers.**"

Submit questions to:

Lt. Jeffery Lambing  
Laramie County Sheriff's Office  
1910 Pioneer Ave.  
Cheyenne, WY 82001  
307-633-4761  
[Jeffrey.Lambing@laramiecountywy.gov](mailto:Jeffrey.Lambing@laramiecountywy.gov)

### 3.8 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 individual 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 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.laramiecounty.com> for any addenda.**

### 3.9 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.

### 3.10 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 Sheriff's Department at (307) 633-4761.

### **3.11 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.

### **3.12 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 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.

### **3.13 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.

### **3.14 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.

### **3.15 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.

### **3.16 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.

### **3.17 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.

### **3.18 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

### **3.19 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.

### **3.20 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.

### **3.21 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.

### **3.22 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.

### **3.23 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.

### **3.24 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.

### **3.25 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 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 - Completed Bid Form (use attached form)**

**Tab 3 – References**

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

**Tab 4 – 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 5 - 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.

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.

### **Sovereign 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.

**BID FORM**

TO:

Name and Address

The undersigned hereby declares that [firm name] \_\_\_\_\_

\_\_\_\_\_ have carefully examined the specifications to furnish RFB Handheld Narcotic analyzers for which bids were advertised to be received **no later than 2:00 p.m., local time, February 23, 2022** 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# \_\_\_\_\_ Fed. I.D. # \_\_\_\_\_

**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)