

**AGREEMENT TO PROVIDE A DETENTION CENTER QUALITY FENCE AROUND  
THE LARAMIE COUNTY JUVENILE SERVICE CENTER'S OUTDOOR  
RECREATION AREA**

**between**

**LARAMIE COUNTY, WYOMING and BIG D'S FENCING & POLE BARNs.**

This Agreement is made and entered into by and between Laramie County, Wyoming, 310 W. 19<sup>th</sup> Street, Suite 300, Cheyenne, Wyoming, 82001 ("COUNTY") and Big D's Fencing & Pole Barns, 1750 Telephone Road, Cheyenne, Wyoming 82009 ("CONTRACTOR"). The parties agree as follows:

**I. PURPOSE**

The CONTRACTOR is to provide a detention center quality fence around the Laramie County Juvenile Service Center's (JSC) outdoor recreation area, as requested in the RFB issued by the Laramie County Sheriff's Office.

**II. TERM**

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

**III. PAYMENT**

COUNTY shall pay CONTRACTOR for services upon receipt of the CONTRACTOR'S invoice to the COUNTY as detailed in the RFB attached hereto as Exhibit A, which is fully incorporated herein. The total payment to CONTRACTOR under this Agreement shall not exceed \$47,696.82 (bid amount), unless negotiated by both parties in writing. Payment will be made to CONTRACTOR for materials upon invoice. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

**IV. RESPONSIBILITIES OF CONTRACTOR**

- A. CONTRACTOR shall provide a detention center quality fence around the Laramie County Juvenile Service Center's (JSC) outdoor recreation area as specified in the bid attached hereto as Exhibit B.
- B. CONTRACTOR shall work closely with COUNTY in coordinating the design and construction of the fence. CONTRACTOR will work with COUNTY as needed in accordance with such individuals or carriers as deemed appropriate by COUNTY.
- C. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are

concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR, which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by CONTRACTOR under this contract shall be considered the property of the COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

## V. GENERAL PROVISIONS

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

B. Preference-Wyoming Labor: Should the subject of this agreement constitute the construction, reconstruction, improvement, enlargement, alteration, or repair, of any public works project or improvement, by signature below CONTRACTOR acknowledges the requirement for the use of Wyoming labor pursuant to W.S. §16-6-203 as amended, except in circumstances as provided by law including, but not limited to W.S. §16-6-201 et seq.

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

D. 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.

E. Entire Agreement: This Agreement (5 pages), and the attached RFB (14 pages) and the attached Proposal (8 pages) represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

F. 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.

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

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. Agreement Controls: Where a conflict exists or arises between any provision or condition of this Agreement and the Estimate, the provisions and conditions set forth in this Agreement shall control.

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

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THE LARAMIE COUNTY JUVENILE SERVICE CENTER'S OUTDOOR  
RECREATION AREA**

**between  
LARAMIE COUNTY, WYOMING and BIG D'S FENCING & POLE BARNS.**

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

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

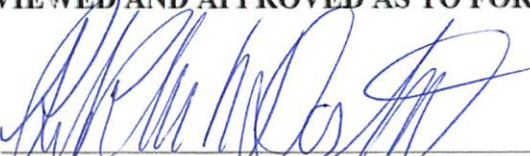
ATTEST:

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

**CONTRACTOR: BIG D'S FENCING & POLE BARNS**

By: Dale Hill President Date Aug 16-23  
Name: Dale Hill  
Title: \_\_\_\_\_

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

By:  \_\_\_\_\_ Date 8/18/23  
Laramie County Attorney's Office

**REQUEST FOR PROPOSAL**  
**For**  
**Laramie County Juvenile Services Center Playground Fence Project**

**Closing Date: July 31, 2023**

**Purpose of RFP**

Laramie County is soliciting competitive sealed proposals from qualified contractors to design and install a detention center quality fence around the Laramie County Juvenile Service Center's (JSC) -outdoor recreation area. This project is being paid for with general funds from the budget of the Laramie County Sheriff's Office.

Table of Contents

Sections

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

Attachments

- Proposal Page
- Conflict of Interest Form

## 1.0 PURPOSE & OVERVIEW

Laramie County Juvenile Service Center (JSC) is soliciting competitive sealed proposals from qualified contractors to design and install a detention center quality fence around the JSC's outdoor recreation area.

Respondents shall physically visit site and carefully examine the areas in question as to conditions that may affect the proper execution of the work. All dimensions and quantities shall be determined by the contractor. There are no electronic plans and specifications available for bid purposes. This is a public building with activity at all entrances during business hours.

## 2.0 SCOPE OF SERVICES

Installation of (12) bollards spaced 4' apart to prevent vehicles from driving into fence: 6" bollards filled with concrete, concrete 3' depth into ground.

Installation of 160' of 8' tall woodland brown Trex composite fencing. Concrete all posts using 80# concrete.

Installation of 226' of 4' tall black Ultra Aluminum fencing. Concrete all posts. UAF-200 Residential Panel 48"(t) x 6 ft(w), Black, Deco 3-Rail: 1-1/8" x 1", Pickets: 5/8"x 5/8" w/ 3-13/16" Inside Spacing, Flat Top & Open Bottom, Residential Line 2"x2"x6' (.060" wall) w/ Flat Cap. Residential Corner 2"x2"x6' (.060" wall) w/ Flat Cap. Residential End 2"x2"x6' (.060" wall) w/ Flat Cap.

**Design is not limited to the above specifications and subject to change by the respondent.**

### Additional Notes:

1. The selected respondent shall provide all materials, labor and the necessary tools and supervision and ensure the work is completed safely and properly.
2. All work shall be completed in accordance with the specifications of the County and comply in every respect with the Building Laws, City Regulations County Regulations and Code Requirements (City, County, State, or National).
3. All work to be done during normal business hours unless specific arrangements are agreed upon.
4. Proposal to include all permits and insurance as required by Laramie County and City of Cheyenne. Contractor will be responsible for procurement of all necessary permits and insurance.
5. Include timeline estimate for the project start and finish dates.
6. Contractor shall ONLY repair, replace, upgrade, or install work as instructed by Laramie County.



7. Installation and repair work areas must be left in a clean and workable condition daily.
8. Building must be secure daily prior to contractor leaving premises.
9. Bidders shall visit the site and carefully examine the area in question as to conditions that may affect proper execution of the work.
10. No claims for extra costs will be allowed because of lack of full knowledge of the existing conditions unless agreed to in advance with Laramie County or Laramie County's representative.
11. 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 RFP Closing Date**

Proposals must be received by the Laramie County Sheriff's Office 1910 Pioneer Avenue, Cheyenne, Wyoming 82001 no later than **4:00 p.m., local time, on July 31, 2023**. Proposals received after this time will not be considered. Tours of the proposed site can be arranged providing the tour has been scheduled in advance with the Laramie County Buildings Manager.

#### **3.2 Delivery of Proposals**

All proposals shall be sealed and delivered or mailed to (faxes and emails will not be accepted):

Chance Walkama, Undersheriff  
Laramie County Sheriff's Office  
1910 Pioneer Avenue  
Cheyenne, WY 82001  
(307)633-4712

#### **3.3 Pre-proposal Information**

Pre-proposal meeting will be held the JSC on **July 20, 2023 at 4:00p.m.**, at 13794 Prairie Center Cir, Cheyenne, WY 82009. Each respondent shall contact the Laramie County Sheriff's Office to discuss the proposal with the County if needed and for tours.



### **3.4 Public RFP Opening**

Only the names of the firms submitting proposals will be read aloud at the RFP opening on **July 31, 2023, at 2:15 pm** at the address listed above. The proposals 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 proposals will be available after it is completed.

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the Laramie County Sheriff's Office in Cheyenne at, (307) 633-4712 at least five (5) days prior to the date.

### **3.6 Proposal Form**

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

### **3.7 Questions Concerning RFP**

Questions concerning any portion of this RFP should be directed in writing to the Laramie County Sheriff's Office Undersheriff named below, who shall be the official point of contact for this RFP. Mark cover page or envelope(s) "JSC Fence Project."  
Submit questions to:

Chance Walkama, Undersheriff  
Laramie County Sheriff's Office  
1910 Pioneer Avenue  
Cheyenne, WY 82001  
(307)633-4712

### 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 Manager 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 RFP, notice may be obtained by accessing the County web site. Respondents in their proposal must acknowledge receipts of amendments. **Each respondent should ensure that they have received all addenda and amendments to this RFP before submitting their proposal. 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 proposal(s). The County is therefore not bound to accept a proposal on the basis of lowest price. In addition, the County at its sole discretion, reserves the right to cancel this RFP, to modify the quantities of product we purchase, to reject any and all proposals, 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 RFP and all provisions of the successful proposal 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 Laramie County Sheriff's Office at (307) 633-4712.

### **3.11 Disclosure of RFP 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 RFP. Selection or rejection of any proposal does not affect this right.

### **3.12 Respondent's Responsibility**

A respondent, by submitting a proposal represents that:

- A. The respondent has read and understands the RFP in its entirety that and the proposal 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 proposal, 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 proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief.

### **3.13 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 proposals, 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 proposals 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 Proposal Form; otherwise, Laramie County will consider the subject proposals 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 proposals that meet the exact requirements imposed by the General Terms & Conditions; except, however, said proposals 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 RFP process by affecting the amount of the proposal 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 proposal shall be evaluated using the following criteria:

1. Proper submittal of ALL documentation as required by this proposal.
2. Overall scope and quality of the proposed project
3. Meeting or exceeding the requirements of the RFP.
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 RFP.
  - 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 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 RFP 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 proposal called for in this RFP, 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 proposal package.

### **3.22 Minimum Specifications**

The specifications listed in the Scope of Service are the minimum required performance specifications for this RFP. 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 Proposal Acceptance/Rejection**

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

## **4.0 SUBMITTAL REQUIREMENTS**

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluating of the proposal. Proposals 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 proposals shall include at minimum:

#### **Tab 1 – Respondent's Profile**

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

#### **Tab 2 - Completed Proposal 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 proposal 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 proposals 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 proposal. The entire proposal cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, Laramie County will notify the vendor to permit the vendor to defend the proprietary nature of the information.

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

The successful respondent will be expected to enter into a contract with Laramie County upon terms acceptable to the County. Respondent will be required to be registered in Sam.gov to receive federal ARPA funding as a contractor.

Following the award of the contract, responses to this proposal 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 proposal 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 proposals, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful proposal may be considered public information even though parts are marked confidential.

Proposals must be signed by a person authorized to commit the respondent to provide the services requested in this RFP. Submission of a signed proposal 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 RFP.

Laramie County accepts no obligations for the costs incurred in responding to this RFP in anticipation of being awarded a contract. Laramie County reserves the right to reject any and all submitted proposals. It is understood that all proposals become the property of Laramie County

and will be available for public inspection. No obligation is made by retention of these proposals, nor is Laramie County committed to awarding a contract as a result of this RFP.

Each respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this proposal. 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 RFP. 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 proposal disqualification. By submitting a response to this RFP, all respondents affirm that they have not given, nor intend to give, any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a Laramie County employee or representative in connection with the procurement.

#### **Governmental Immunity**

Laramie County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. 1-39-101 *et seq.*, by issuing this RFP 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 RFP 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 RFP 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 RFP 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 proposal shall be considered acceptance to all the terms and conditions provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.**

**PROPOSAL FORM**

TO:

Chance Walkama, Undersheriff  
Laramie County Sheriff's Office  
1910 Pioneer Avenue  
Cheyenne, WY 82001  
(307)633-4712

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

\_\_\_\_\_ have carefully examined the specifications to furnish: RFP – JSC fence project, for which proposals were advertised to be received **July 31, 2023, at 2:00 pm** 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 RFP 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 proposals, to waive informalities, and to accept all or any part of any proposal 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 Proposals and, that I as the respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.

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 proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal 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)

**Bid Tabulation Sheriff Office - JSC Fence Project**  
**Monday July 31, 2023 at 2:15pm**

<u>Bidder</u>	<u>Experience</u>	<u>Meets Specifications</u>	<u>Schedule</u>	<u>Past Performance</u>	<u>Insurance and Bond</u>	<u>Bid Price</u>
Big D' Fencing & Pole	Yes	Yes	Not Available	No Experience with Vendor	NA	\$47,696.82
Corner to Corner Fence	Yes	Unknown, Proposal form only supplied	Not Available	No Experience with Vendor	NA	\$42,400.00



Big D's Fencing & Pole Barns  
1750 Telephone Rd  
Cheyenne, WY 82009  
(307) 274-5902  
bigdsfencing@outlook.com  
www.bigdsfenceandpolebarns.com

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Chance Walkama, Undersheriff  
Laramie County Sheriff's Office  
1910 Pioneer Avenue  
Cheyenne, WY 82001  
(307) 633-4712

Re: RFP for the Laramie County Juvenile Services Center Playground Fence Project  
Date: 07/18/2023

Profile

Big D's Fencing (Big D's) is a locally owned and operated company by a military veteran. Big D's has been serving the residents and companies of Cheyenne and Laramie County since 1998. With over 25 years of experience, Big D's is qualified in residential and commercial fencing installation and repair. Big D's is licensed and insured.

Big D's shall perform the following work as per the proposal:

- Installation of (12) bollards spaced 4' apart to prevent vehicles from driving into fence: 6" bollards filled with concrete, concrete 3' depth into ground.
- Installation of 160' of 8' tall woodland brown Trex composite fencing. Concrete all posts using 80# concrete.
- Installation of 226' of 4' tall black Ultra Aluminum fencing. Concrete all posts. UAF-200 Residential Panel 48"(t) x 6 ft(w), Black, Deco 3-Rail: 1-1/8" x 1", Pickets: 5/8" x 5/8" w/ 3-13/16" Inside Spacing, Flat Top & Open Bottom, Residential Line 2"x2"x6' (.060" wall) w/ Flat Cap. Residential Corner 2"x2"x6' (.060" wall) w/ Flat Cap. Residential End 2"x2"x6' (.060" wall) w/ Flat Cap.
- Site clean up after work is complete.

References

Advanced Comfort Solutions, Luke Sarn (307) 223-4647  
All Around Plumbing & Heating, Will Moody (307) 514-0114  
Gateway Construction, Eric Adams (307) 256-4573

  
Dale Hill, owner  
Big D's Fencing

---

**BIG D'S  
&  
POLE BARN**

Proudly serving our community since 1998

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Copy

**PROPOSAL FORM**

TO:

Chance Walkama, Undersheriff  
Laramie County Sheriff's Office  
1910 Pioneer Avenue  
Cheyenne, WY 82001  
(307)633-4712

The undersigned hereby declares that [firm name] Big D's Fencing

have carefully examined the specifications to furnish: RFP - JSC fence project, for which proposals were advertised to be received July 31, 2023, at 2:00 pm and further declare that [firm name] Big D's Fencing

Big D's Fencing will furnish the said work according to specifications.

**Proposed Cost**

Total Estimated Cost for Project: \$ 47,696.<sup>82</sup>

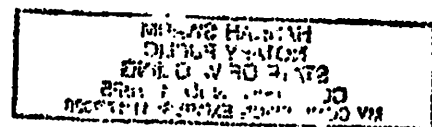
The above prices are all inclusive; County shall pay no other forms of compensation. The County reserves the right to add additional related services that were not known at the time of the publishing of this RFP to any resulting contract, upon negotiations with awarded contractors that is mutually agreeable.

Have you supplied the Submittal Requirements outlined above?  YES  NO

Laramie County reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal 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 Proposals and, that I as the respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.

Company Big D's Fencing  
By Dale Hill (Print name)  
Signature Dale Hill  
Address 1750 Telephone Rd  
City cheyenne WY State WY ZIP 82009  
Telephone 307-274-5902 Fax \_\_\_\_\_  
E-Mail Address: bigdsfencing@outlook.com  
DUNS# \_\_\_\_\_ Fed. I.D. # 27-3272069



**CONFLICT OF INTEREST & DISCLOSURE FORM**  
I HEREBY CERTIFY that

I (printed name) Dale Hill  
am the (title) President  
and the duly authorized representative of the firm of (Firm Name) Big O's fencing  
whose address is 1750 Telephone Rd

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

EXCEPTIONS (List)

Signature: Dale Hill Dale Hill  
Printed Name: Dale Hill  
Firm Name: Big O's fencing  
Date: July 10/23

Sworn to and subscribed before me this 17 day of July, 2023.  
Notary Public - State of Wyoming  
My Commission expires 11/17/2028

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



**Big D's Fencing & Pole Barns**

1750 Telephone Rd  
 Cheyenne, WY 82009  
 (307) 274-5902  
 bigdsfencing@outlook.com  
 www.bigdsfenceandpolebarns.com



**Estimate**

**ADDRESS**  
 Chance Wikama, Undersheriff  
 Laramie County Juvenile Services Center  
 13794 Prairie Center Circle  
 Cheyenne, WY 82009

**ESTIMATE** 1558  
**DATE** 07/18/2023  
**EXPIRATION DATE** 08/01/2023

**JOB SITE LOCATION**  
 13794 Prairie Center Circle

**CUSTOMER PHONE #**  
 307-633-4712

**OTHER INFORMATION**  
 chance.walkma@laramiecountywy.gov

ACTIVITY	QTY	AMOUNT
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<b>Services</b>	8,495.00
Installation of (12) bollards spaced 4' apart to prevent vehicles from driving into fence: 6" bollards filled with concrete, concrete 3' depth into ground.	

<b>Services</b>	24,286.03
Installation of 160' of 8' tall woodland brown Trex composite fencing. Concrete all posts using 80# concrete.	

<b>Services</b>	14,915.79
Installation of 226' of 4' tall black Ultra Aluminum fencing. Concrete all posts. UAF-200 Residential Panel 48"(t) x 6 ft(w), Black, Deco 3-Rail: 1-1/8" x 1", Pickets: 5/8"x 5/8" w/ 3-13/16" Inside Spacing. Flat Top & Open Bottom, Residential Line 2"x2"x6' (.060" wall) w/ Flat Cap. Residential Corner 2"x2"x6' (.060" wall) w/ Flat Cap. Residential End 2"x2"x6' (.060" wall) w/ Flat Cap.	

**Terms & Conditions**

**Work:**

We hereby propose to perform the work in accordance with the drawing and specifications submitted. The work will be completed in a time frame allowable for the specifications and allowing for weather conditions. Any alterations from original signed proposal will require additional cost.

**Warranty:**

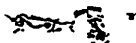
1 year warranty workmanship excluding fences built for containment of any animal. No Warranty due to hitting sprinkler lines. Materials carry no warranty except those provided by manufacturer. Warranty is void to any intense weather conditions. Vinyl carries a limited lifetime warranty provided by the manufacturer. Workmanship warranty is void if materials are not provided by Big D's Fencing.

**Scheduling:**

Work that will take more than a day will be scheduled with a tentative date that is dependent upon weather, material availability and locates being completed. Smaller scale jobs will be added to our waiting list. Rather than scheduling this work several months into the future, we will work you in as we complete other jobs.

**Locates:**

We will call for the required utility locates. The locators need access to the entire property. Please do not disturb markings and flags, our crews need to see them while they are working.



**Payments:**

- Upon receiving a signed estimate approving the work to be completed, an invoice will be submitted for 1/2 of the estimate to order the special materials required for the job.
- Upon completion of work, an invoice will be submitted for the remaining balance of the estimate.
- Please make checks payable to BIG D'S FENCING

Please look over the work once it is completed and let us know if there is anything not right so that we can fix it. It is our preference to take care of any issues while our team is on site, please talk to our team supervisor and let him know of any issues. If you find any issues after we leave, you are welcome to call the office at any time, we want our customers to be happy!

To accept this estimate and be scheduled: Please return a copy of the signed estimate to our office. (Work will not be scheduled without formal acceptance.)

Thank you for the opportunity to provide you with this estimate.

**SUBTOTAL**

**47,696.82**

**TOTAL**

**\$47,696.82**

Accepted By

Accepted Date