

AGREEMENT TO PROVIDE THE PURCHASE OF AN EOD 10E BOMB SUIT
between
LARAMIE COUNTY, WYOMING and MED-ENG, LLC

This Agreement is made and entered into by and between Laramie County, Wyoming, 310 W. 19th Street, Suite 300, Cheyenne, Wyoming, 82001 (“COUNTY”) and Med-Eng, LLC located at 103 Tulloch Drive, Ogdensburg, NY 13669 (“CONTRACTOR”).

I. PURPOSE

The CONTRACTOR is to provide the purchase of an EOD 10E Bomb Suit, 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 \$43,387.00 (bid amount), unless negotiated by both parties in writing. Payment will be made to CONTRACTOR for materials upon invoice. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended). This project is being paid for with Federal FEMA Funds (ALN #97.067).

IV. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall provide an EOD 10E Bomb Suit 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 (20 pages) represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

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

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

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

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

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

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

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

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

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

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

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

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

O. **Limitation on Payment:** COUNTY's payment obligation is conditioned upon the availability of funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services, which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

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

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

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AGREEMENT TO PROVIDE THE PURCHASE OF AN EOD 10E BOMB SUIT
between
LARAMIE COUNTY, WYOMING and MED-ENG, LLC.

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Troy Thompson, Chairman Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: MED-ENG, LLC

By: _____  Date May 26, 2023
Name: David Grotkin
Title: Director, Business Development - USA

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date 6.1.23
Laramie County Attorney's Office

Bid Tabulation- Sheriff's Office Bomb Suit
Monday April 17, 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>
Med-Eng., LLC	Excellent	Yes	18 week lead time	Great	NA	\$43,387.00

REQUEST FOR BIDS
Laramie County Sheriff's Department
Bomb Suit
Closing Date: April 17, 2023

Purpose of Request for Bids

Laramie County is soliciting competitive bids for qualified vendors who can provide a bomb suit for the Laramie County Sheriff's Office. This project is being funded by the Wyoming Office of Homeland Security with pass through funds from The Federal Emergency Management Agency (ALN #97.067).

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1.0 Purpose & Overview

The Laramie County Sheriff's Office is soliciting competitive sealed bids from qualified vendors to provide an EOD 10E Bomb Suit. **Successful vendor must be registered on sam.gov prior to entering into a contract with Laramie County.**

2.0 Scope of Services

One new EOD 10E Bomb Suit, delivered to the Laramie County Sheriff's Office at:

1910 Pioneer Ave.
Cheyenne, WY 82001

Estimated date of delivery: _____

General

A Full protective ensemble designed to provide protection from detonation, including fragmentation, blast overpressure, impact and thermal effects (Size XL). The suit package should include the following:

- **Battery with charger kit**
- **BA Face Shield EOD 10 Breathing Apparatus or equivalent Face Shield**
- **Full Foot Protection**
- **Forced Air Cooling Set**
- **Suit**
- **Helmet**

WARRANTY PROGRAM AND SERVICE

Vendor will provide, in letter form only, type of warranty supplied on quoted bomb suit. The letter shall include type of service provided, guarantee of parts, and cost of service during warranty period. Vendor may also provide any other material which they feel gives their product an advantage on service and warranty. Please state any extended warranties and their associated cost in the warranty period.

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

Printed specifications on machine bid shall be presented. All above specifications filled in must be legible. With delivery of machine(s) and components, Manufacturer's Statement of Origin shall be supplied.

Additional Notes:

- A. The respondent shall provide the following information for each proposed system:
 - 1. A complete bid including all related costs for providing the equipment, supplies and installation as outlined above.
 - 2. Delivery of all equipment, supplies, and installation.
 - 3. Enter into a written contract for work with Laramie County.
 - 4. Contractor shall comply with all applicable Federal and State statutes and regulations as well as local ordinances.

- B. The person or persons provided by the respondent to complete work shall be fully qualified to provide said services.

- C. All work provided by the respondent shall be in conformance with local, state and Federal rules and regulations.

- D. All equipment shall be responsive to the needs of the County, shall be performed in accordance with County programs, policies and procedures, and shall utilize appropriate methods and techniques.

- E. All records, including digital information, video tapes and audio tapes, related to the contract services performed for the County shall be subject to the Wyoming Public Records Laws and shall be maintained and made available in accordance with those laws and public records policies and procedures of the County. Records shall be made available to the County without question upon request of the County, in accordance with the requirements of law. Citizen requests for such records shall be processed through the County. All records, including all types of electronic records, related to the contract and services performed there under shall be the property of the County at the end of the contract, or at the end of the County's fiscal year, or upon demand of the County, whichever occurs first. The County shall specify the minimum records to be maintained by the respondent. The respondent may maintain additional records at its discretion.

3.0 GENERAL TERMS & CONDITIONS

3.1 RFB Closing Date

Bids must be received by the Laramie County Sheriff's Office at 1910 Pioneer Ave, Cheyenne, Wyoming 82001 no later than **2:00 p.m., local time, on April 17, 2023**. Bids received after this time will not be considered.

3.2 Delivery of Bids

All bids shall be sealed and delivered or mailed to address to The Laramie County Sheriff's Office (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. Robert Gaskins 307-633-4700 or Robert.Gaskins@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. Bid opening will occur **on April 17, 2023, at 2:15pm** at the Laramie County Sheriff's Office. A complete tabulation of bids will be available after it is completed. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFB openings or meetings should contact the Sheriff's Office in Cheyenne at (307) 633-4700 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. Robert Gaskins, Sheriff's Office, named below, who shall be the official point of contact for this RFB. Mark cover page or envelope(s) "**Bomb Suit**"

Submit questions to:

Robert Gaskins
Lieutenant
Sheriff's Office
(307) 633-4700

Robert.Gaskins@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 contact 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.laramiecountywy.gov> 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 Office at (307) 633-4700.

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 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 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 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 project(s) 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.

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. Respondent will be required to be registered in Sam.gov to receive federal ARPA funding as a contractor/vendor to this RFB.

Following the award of the contract, responses to this bid are subject to release as public information unless specific parts of the response can be shown to be exempt from the laws of the State of Wyoming. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. Laramie County assumes no obligation or responsibility for asserting legal arguments on behalf of potential respondents.

If a respondent believes that parts of a bid are confidential then the respondent must so specify. The respondent must mark in bold red letters the term “**CONFIDENTIAL**” on that part of the response, which the respondent believes to be confidential. The respondent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the

respondent believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. Laramie County will be the sole judge as to whether a claim is general and/or vague in nature. All parts of bids, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful bid may be considered public information even though parts are marked confidential.

Bids must be signed by a person authorized to commit the respondent to provide the services requested in this RFB. Submission of a signed bid will be interpreted to mean the respondent has agreed to all terms and conditions set forth in all of the sheets which make up this RFB.

Laramie County accepts no obligations for the costs incurred in responding to this RFB in anticipation of being awarded a contract. Laramie County reserves the right to reject any and all submitted bids. It is understood that all bids become the property of Laramie County and will be available for public inspection. No obligation is made by retention of these bids, nor is Laramie County committed to awarding a contract as a result of this RFB.

Each respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this bid. Examples of potential conflicts may include an existing business or personal relationship between the respondent, its principal or any affiliate or subcontractor, with Laramie County or any other entity or person involved in any way in the project that is the subject of this RFB. Similarly, any personal or business relationship between the respondent, the principals, or an affiliate or subcontractor, with any employee of Laramie County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict should be disclosed. Failure to disclose any such relationship or reveal personal relationships with Laramie County employees may be cause for contract termination. Laramie County will decide if an actual or perceived conflict should result in bid disqualification. By submitting a response to this RFB, all respondents affirm that they have not given, nor intend to give, any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a Laramie County employee or representative in connection with the procurement.

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:

Robert Gaskins
Lieutenant
Sheriff's Office
(307) 633-4700

The undersigned hereby declares that [*firm name*] _____

_____ have carefully examined the specifications to furnish: A new bomb suit for which bids were advertised to be received **no later than 2:00 p.m., local time, April 17, 2023** and further declare that [*firm name*] _____ will furnish the said work according to specifications.

Proposed Cost Total Estimated Cost for Project: \$ _____

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

Have you supplied the Submittal Requirements outlined above? _____ YES _____ NO

Laramie County reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Request for Bids and, that I as the respondent, will comply with all requirements, and that I am duly authorized to execute this bid/offer document and any contract(s) and/or other transactions required by award of this RFB.

Company _____
By _____ (Print name)
Signature _____
Address _____
City _____ State _____ ZIP _____
Telephone _____ Fax _____
E-Mail Address: _____
DUNS# _____ 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)

Med-Eng, LLC
103 Tulloch Drive
Ogdensburg, NY 13669
USA
1-315-713-0130

Med-Eng Holdings ULC
2400 St. Laurent Blvd.
Ottawa, ON. K1G 6C4
Canada
1-613-482-8835



10 April 2023

Laramie County Sheriff's Office
1910 Pioneer Ave.
Cheyenne, WY 82001

To Whom it May Concern

RE: Request for Bid – Bomb Suit

Please find enclosed Med-Eng LLC's bid response for 1 x EOD10E Bomb Suit. Enclosed are the following documents:

1. Warranty letter
2. Quotation
3. Tabs 1-5

Note: no information is being provided for tab 5.

Regards,

A handwritten signature in blue ink, appearing to read 'Sean Cale', written over a light blue horizontal line.

Sean Cale
Sales Operations Manager



WARRANTY LETTER

Med-Eng, LLC
103 Tulloch Drive
Ogdensburg, NY 13669
USA
1-315-713-0130

Med-Eng Holdings ULC
2400 St. Laurent Blvd.
Ottawa, ON. K1G 6C4
Canada
1-613-482-8835



29 March 2023

Sheriff's Office
1910 Pioneer Ave.
Cheyenne, WY 82001

To Whom it May Concern

Med-Eng Product Warranty

RE: Request / Tender / Contract as applicable

In accordance with the Med-Eng Terms and Conditions of Sale, Med-Eng, LLC ("Med-Eng") warrants the following products will be free from defects in workmanship, material, design and manufacture for the periods specified below, commencing from the date of delivery to the customer.

Part No	Description	Qty	Warranty
8002580	Suit EOD 10E Olive Drab X-Large	1	24 months
8002581	EOD 10E Helmet Pkg, Olive Drab	1	24 months
8001061	BB-2590 Battery W/Charger Kit	1	12 months
8001051	BA Face Shield Kit, EOD 10/10E	1	24 months
8000807	Full Foot Protection, Regular - Pair	1	24 months
8001772	Forced air suit cooling set	1	24 months

The product warranty is limited to defects in materials and workmanship and does not cover damage or abnormal wear and tear resulting from abuse, misuse, or accidental damage. Unauthorized repairs or alterations without Med-Eng approval void the product warranty.

If any Product covered by the above stated warranty proves to be defective, and Med-Eng is notified within thirty (30) working days of the defect becoming apparent or suspected or when it should reasonably have become apparent to or suspected by the Buyer, then Med-Eng shall at its sole option either repair or replace such Product within a reasonable period of time of being notified of the defect via the Med-Eng Return Material Authorization (RMA) process at no cost to the Buyer.

If you have any further questions regarding the warranty of our products, please refer to your local Sales representative.

Richard Busbridge
EOD Product Line Director



QUOTATION



MED-ENG, LLC.
 103 Tulloch Drive
 Ogdensburg, NY 13669, USA
 Toll Free: 1-855-633-3649
 Tel: 1-613-482-8835
 Fax: 1-613-482-4991
 med-engsales@safariland.com
www.med-eng.com

QUOTATION

Quote ID
 QUO-09486-K1X0W6

Customer ID
 3002248

Customer:	Laramie County Sheriffs Office 1910 Pioneer Ave Cheyenne WY US 82001-3605	Ship To:	Laramie County Sheriffs Office 1910 Pioneer Ave Cheyenne WY US 82001
Contact:	Robert Gaskins		

Date	Payment Terms	Lead Time *	Expiry Date	Inco term	End user	Currency
3/24/23	Net30 - S0.00	18 Wks A.R.O.	6/22/23	FOB - WY	Laramie County Sheriff's Office	US Dollar

Item No.	Part Number	Quantity	Unit	Unit Price	Discount	Total Price
1.	8002580	1.00000	EA	\$21,553.00		\$21,553.00
	Suit EOD 10E Olive Drab X-Large					
	NSN: 8470-01-687-9090					
2.	8002581	1.00000	EA	\$16,724.00		\$16,724.00
	EOD 10E Helmet Pkg, Olive Drab					
	NSN: 8470-01-687-9087					

* Lead time subject to change due to product availability at time of order

MED-ENG, LLC will not be bound by any additional terms and conditions, whether contained in a purchase order or other document, unless expressly agreed to by MED-ENG, LLC in writing or within our order acknowledgement. Delivery of product is subject to raw material availability. MED-ENG, LLC Terms and Conditions of Sale apply. These terms can be viewed at <https://www.med-eng.com/wp-content/uploads/2022/12/ME-3454-C-Med-Eng-Terms-and-Conditions-of-Sale.pdf>

Supplement One to Med-Eng Terms and Conditions of Sale:

In connection with the current and evolving COVID-19 pandemic, Med-Eng hereby notifies customer that the lead time and/or delivery dates identified in the quote, and subsequent Med-Eng order acknowledgement, may be subject to change. Accordingly, in accordance with Article 4.0 Delivery and Acceptance, and 15.2 Conditions, Med-Eng's lead times and/or delivery dates are subject to change, as determined solely by Med-Eng, and, by issuance of an order, customer hereby accepts any such change to the lead time and/or delivery dates as conveyed by Med-Eng.



MED-ENG, LLC.
103 Tulloch Drive
Ogdensburg, NY 13669, USA
Toll Free: 1-855-633-3649
Tel: 1-613-482-8835
Fax: 1-613-482-4991
med-engsales@safariland.com
www.med-eng.com

QUOTATION

3.	8001061	1.00000	EA	\$902.00	\$902.00
	BB-2590 Battery W/Charger Kit Contains a single BB-2590 Rechargeable Li-Ion Battery; 4.4" (112mm) x 2.4" (61mm) x 5.0" (127mm), weight 3.9 lb (1.8 kg). It has a state of charge indicator on the top and uses the floating U.S. Army connector. Total Voltage is 24.0V (2 sections 12.0V each). Maximum Voltage 31.0V (2 sections 15.5V each). Capacity in 24V Mode: 4.9 Ah, 12 12V Mode: 9.8 Ah. A single medium rate charger is included.				
NSN:	N/A				
4.	8001051	1.00000	EA	\$3,135.00	\$3,135.00
	BA Face Shield Kit, EOD 10/10E The EOD® 10 Breathing Apparatus (BA) Face Shield Kit has been developed as a key part of an effective solution for CBRNe operations where Chemical-Biological threats are suspected. The BA Face Shield integrates with a large number of third-party respiratory protective ensembles, including Self-Contained Breathing Apparatus (SCBA) and Power Air Purifying Respirators (PAPR) models				
NSN:	4240-01-685-7537				
5.	8000807	1.00000	PR	\$515.00	\$515.00
	Full Foot Protection, Regular - Pair				
NSN:	8470-20-010-4556				
6.	8001772	1.00000	EA	\$328.00	\$328.00
	Forced air Suit cooling set The EOD 10 Cooling Pack is an add-on system connecting to the integrated ventilation system to cool the air through medical cold packs (does not rely on ice)				

* Lead time subject to change due to product availability at time of order

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Supplement One to Med-Eng Terms and Conditions of Sale:

In connection with the current and evolving COVID-19 pandemic, Med-Eng hereby notifies customer that the lead time and/or delivery dates identified in the quote, and subsequent Med-Eng order acknowledgement, may be subject to change. Accordingly, in accordance with Article 4.0 Delivery and Acceptance, and 15.2 Conditions, Med-Eng's lead times and/or delivery dates are subject to change, as determined solely by Med-Eng, and, by issuance of an order, customer hereby accepts any such change to the lead time and/or delivery dates as conveyed by Med-Eng.



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med-engsales@safariland.com
www.med-eng.com

QUOTATION

providing a nominal 45-minute autonomy depending on ambient air conditions and air flow level selected, without requiring additional power.

NSN: 4120-20-010-9444

Sub-Total:	\$43,157.00
Total Discount:	\$0.00
Total Freight Amount:	\$230.00
Total Misc Amount:	\$0.00
Total Sales Tax:	\$0.00
Total Amount:	\$43,387.00

* Lead time subject to change due to product availability at time of order

MED-ENG, LLC will not be bound by any additional terms and conditions, whether contained in a purchase order or other document, unless expressly agreed to by MED-ENG, LLC in writing or within our order acknowledgement. Delivery of product is subject to raw material availability. MED-ENG, LLC Terms and Conditions of Sale apply. These terms can be viewed at https://www.med-eng.com/wp-content/uploads/2022/12/ME-3454_C_Med-Eng-Terms-and-Conditions-of-Sale.pdf

Supplement One to Med-Eng Terms and Conditions of Sale:

In connection with the current and evolving COVID-19 pandemic, Med-Eng hereby notifies customer that the lead time and/or delivery dates identified in the quote, and subsequent Med-Eng order acknowledgement, may be subject to change. Accordingly, in accordance with Article 4.0 Delivery and Acceptance, and 15.2 Conditions, Med-Eng's lead times and/or delivery dates are subject to change, as determined solely by Med-Eng, and, by issuance of an order, customer hereby accepts any such change to the lead time and/or delivery dates as conveyed by Med-Eng.

TAB 1



Respondent's Profile

Tab 1 – Respondents Profile

1. Brief History

Founded in 1981 to develop a bomb disposal helmet for the Royal Canadian Mounted Police. Developed an integrated suit and helmet in 1993.

Developed blast protection for EOD, demining and impact protective equipment.

First company to have its suits certified to the NIJ 0117 standard for Public Safety Bomb Suits.

Provide training services world-wide for Med-Eng product lines, with a deep resource pool of former bomb technicians.

Med-Eng has 160+ employees and is a brand of The Safariland Group.

Heavy investment in Research & Development, product development and blast testing.

2. Organizational Structure

Med-Eng LLC is 100% owned by operating parent Safariland LLC. As a publicly traded company, corporate structure and information are available at www.cadre-holdings.com.

3. Ownership Interests

Med-Eng LLC is 100% owned by operating parent Safariland LLC. As a publicly traded company, corporate structure and information are available at www.cadre-holdings.com.

4. Active Business Venue

Med-Eng LLC is located at 103 Tulloch Drive Ogdensburg, NY 13669.

5. Present Status and Projected Corporate Direction

Med-Eng LLC is 100% owned by operating parent Safariland LLC. As a publicly traded company, corporate structure and information are available at www.cadre-holdings.com.

6. Qualifications

Med-Eng LLC has been making bomb suits and helmets for over 35 years and holds numerous patents on the design and manufacture of the EOD 10E bomb suit. Med-Eng's EOD 9N and 10E are certified to the NIJ Standard 0117.00 for Public Safety Bomb Suits.

TAB 2



Completed Bid Form

BID FORM

ORIGINAL

TO:

Robert Gaskins
Lieutenant
Sheriff's Office
(307) 633-4700

The undersigned hereby declares that [firm name] Med-Eng, LLC

have carefully examined the specifications to furnish: A new bomb suit for which bids were advertised to be received no later than 2:00 p.m., local time, April 17, 2023 and further declare that [firm name] Med-Eng, LLC will furnish the said work according to specifications.


Proposed Cost Total Estimated Cost for Project: \$ 43,387.00

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 Med-Eng, LLC
By Chad Appleby (Print name)
Signature 
Address 103 Tulloch Drive
City Ogdensburg State NY ZIP 13669
Telephone 313-713-0130 Fax _____
E-Mail Address: med-engsales@safariland.com
DUNS# 148076024 Fed. I.D. # 201942573

Reference # 1

County of Westchester, NY – Quantity 1 EOD 10E Ensemble

Reference # 2

City of Laredo, TX – Quantity 1 EOD 10E Ensemble

Reference # 3

Rancho San Diego Sherriff – Quantity 1 EOD 10E Ensemble

TAB 4



Conflict of Interest Disclosure Form

CONFLICT OF INTEREST & DISCLOSURE FORM

I HEREBY CERTIFY that

I (*printed name*) Chad Appleby

am the (*title*) Vice President, Tax & Treasurer

and the duly authorized representative of the firm of (*Firm Name*) Med-Eng, LLC

whose address is 103 Tulloch Drive, Ogdensburg, NY 13669 USA

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: Chad Appleby

Firm Name: Med-Eng, LLC

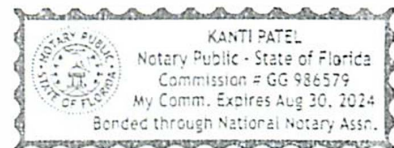
Date: April 5, 2023

Sworn to and subscribed before me this 5th day of April, 2023.

Notary Public - State of Florida

My Commission expires 08-30-2024

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



TAB 5



Other Information

MED-ENG, LLC

Unique Entity ID HPHQMLEFNC28	CAGE / NCAGE 341K4	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Feb 13, 2024	
Physical Address 103 Tulloch DR Ogdensburg, New York 13669-2215 United States	Mailing Address 103 Tulloch DR Ogdensburg, New York 13669-2215 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District New York 21	State / Country of Incorporation Delaware / United States	URL HTTP://WWW.med-eng.COM

Registration Dates		
Activation Date Feb 15, 2023	Submission Date Feb 13, 2023	Initial Registration Date Dec 23, 2004

Entity Dates	
Entity Start Date Feb 20, 2004	Fiscal Year End Close Date Dec 31

Immediate Owner	
CAGE 8J931	Legal Business Name SAFARILAND, LLC

Highest Level Owner	
CAGE 7AY24	Legal Business Name CADRE HOLDINGS, INC.

Executive Compensation

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

Proceedings Questions

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

Exclusion Summary

Active Exclusions Records?
No

SAM Search Authorization

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

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

Socio-Economic Types

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

Financial Information

Accepts Credit Card Payments
Yes

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
341K4

Points of Contact

Electronic Business

♀
Maria Guitierrez

**2400 ST Laurent BLVD
Ottawa, On 13669
Canada**

Government Business

♀
Maria Guitierrez

**2400 ST Laurent BLVD
Ottawa, On KIG 6C4
Canada**

David DeHond

13386 International Parkway
Jacksonville, Florida 32218
United States

Past Performance

♀
Lenore Mitchell

**2400 ST. Laurent BLVD
Ottawa, On KIG 6C4
Canada**

David DeHond

13386 International Parkway
Jacksonville, Florida 32218
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	339113	Surgical Appliance And Supplies Manufacturing
	334220	Radio And Television Broadcasting And Wireless Communications Equipment Manufacturing
	334511	Search, Detection, Navigation, Guidance, Aeronautical, And Nautical System And Instrument Manufacturing
	336413	Other Aircraft Parts And Auxiliary Equipment Manufacturing
	336992	Military Armored Vehicle, Tank, And Tank Component Manufacturing

Product and Service Codes

PSC

6515

PSC Name
Medical And Surgical Instruments, Equipment, And Supplies

Disaster Response

This entity does not appear in the disaster response registry.