AGREEMENT FOR INSTALLATION OF PARTITION SECURITY BETWEEN LYNCH MATERIAL HANDLING, and LARAMIE COUNTY, WYOMING

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Lynch Material Handling, 2810 Industrial Lane, Broomfield, Colorado 80020 ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is for the COUNTY to contract for the installation of separation partitions in C & D pods to be installed by the CONTRACTOR as specified in the CONTRACTOR'S response to an RFP for such work which is attached hereto, respectively as Attachment 'D' and 'C' and fully incorporated herein.

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 full force and effect until completely performed.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall pay CONTRACTOR for services upon receipt of the CONTRACTOR's invoice to the COUNTY as detailed in Attachment A. The total annual amount paid to the CONTRACTOR shall not exceed \$546,103.00. Payment shall be made from the budget of the Laramie County Sheriff's Office. 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 and complete the services described in Attachment D and C attached hereto and fully incorporated herein. In the event of a material conflict, the County's intention as represented in the Attachment C, the original "RFP" may be considered of greater weight in resolving the conflict. Requirements include but are not limited to obtaining a 'performance' bond as required by W.S. § 16-6-112: The cost of said bond is included in the price referenced above.
- B. 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.

C. CONTRACTOR shall arrange and conduct site visits and/or "walk-throughs" during and as part of final design, with the Laramie County Sheriff's Department in regard to the project. CONTRACTOR agrees that this required both to assure that measurements are correct, as well as to receive and respond to input from representatives of the Laramie County Sheriff's Department as to the project. The modifications which may change the set contract price indicated herein result from said site visits, the parties must mutually agree in writing to any such changes.

V. GENERAL PROVISIONS

- A. <u>Independent Contractor</u>: 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. <u>Preference-Wyoming Labor</u> 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. <u>Acceptance Not Waiver:</u> 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. <u>Termination:</u> 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. <u>Entire Agreement:</u> This Agreement (5 pages), Attachment 'A' CONTRACTOR's diagram of work (1 page), Attachment 'B County Insurance requirements, Attachment 'C', the original RFP (14 pages), and Attachment 'D' CONTRACTOR'S Bid; These represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

- F. <u>Assignment:</u> 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. <u>Modification</u>: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.
- H. <u>Invalidity</u>: 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. <u>Contingencies:</u> 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. <u>Discrimination:</u> 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. <u>ADA Compliance</u>: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.
- M. <u>Governmental/Sovereign Immunity</u>: 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. <u>Indemnification:</u> 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 perfermed 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 insurance sufficient to cover its obligations under this provision, in accord with COUNTY'S insurance requirements, as outlined in Attachment 'B', which is fully incorporated herein and provide COUNTY with proof of such insurance

- O. <u>Third Parties:</u> 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. <u>Conflict of Interest:</u> 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. <u>Force Majeure:</u> 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. <u>Limitation on Payment</u>: 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. <u>Notices:</u> 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. <u>Compliance with Laws:</u> CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

U. <u>Controlling Authority:</u> To this extent this agreement is inconsistent with the work order or its referenced documents, this agreement controls.

AGREEMENT FOR INSTALLATION OF PARTITION SECURITY BETWEEN LYNCH MATERIAL HANDLING, and LARAMIE COUNTY, WYOMING

Signatures

LARAMIE COUNTY, WYOMING	
By:Chairman, Laramie County Commissioners	Date
ATTEST:	
By:	Date
LYNCH MATERIAL HANDLING:	
By: MR Michael D. Rowe Authorized Individual	Date11/16/23
This Agreement is effective the date of the last signature affixed	to this page.
REVIEWED AND APPROVED AS TO FORM ONLY:	Date 11/11/23
By:	Date 11/14/2/3

ATTACHMENT B

Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, and for 5 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence with general aggregate of \$5,000,000. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$2,000,000 per accident for bodily injury and property damage.
- 3. Workers Compensation insurance as required by the State of Wyoming with Statutory Limits; and Employers Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
- 5. Surety Bonds as described below.
- 6. **Professional Liability** (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- 7. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains higher limits than the minimums shown above, County requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: Contractor shall cause its insurer to reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1. Laramie County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Contractor. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).
- 2. For any claims related to this project, Contractor's insurance coverage shall be primary and non-contributory insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it. Contractor shall supply an endorsement indicating compliance with this condition.
- 3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to County.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name County as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of County, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at County's site.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

- 1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

- 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work, date, Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
- 4. A copy of the claims reporting requirements must be submitted to County for review.
- 5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to County.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish County with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Surety Bonds

Contractor shall provide the following Surety Bonds:

- 1. Bid-bond
- 2. Performance bond
- 3. Payment bond
- 4. Maintenance bond

The Payment-Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty, a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of Wyoming and secured through an authorized agent with an office in Wyoming.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

REQUEST FOR PROPOSAL

For

Laramie County Detention Center – C&D Pod Separation Partition Security Walls

Closing Date: July 31, 2023

Purpose of RFP

Laramie County is soliciting competitive sealed proposals from qualified contractors to design and install detention facility rated security partitions within the Laramie County Sheriff's Office Detention Center-C&D Pods. This project is being paid for with general funds from the budget of the Laramie County Sheriff's Office.

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Laramie County Sheriff's Office is soliciting competitive sealed proposals from qualified contractors to design and install detention facility rated security partitions within the Detention Center's C&D Pods.

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

C POD Wall & Handrail Security System

- Approximately 42 Linear Feet of Custom Security Partitions 24" Wide X 107" High Sections
- 2" Square Posts (4" Around Door Frames) Panels Flush To Floor
- Panels Flush to Top Of Posts Panel Construction Per Section
- 24" W X 16" H 12GA Perf Panel With 3/16" Round Hole (DOUBLE PANEL OFFSET)
- 24" W X 24" H 1/2" Polycarbonate Panel 24" W X 24" H 1/2" Polycarbonate Panel 24" W X 24" H 1/2" Polycarbonate Panel 24" W X 19" H 1/2" Polycarbonate Panel
- Includes Sloped "Z" Panel Between Top of Partition & Mezzanine Floor 14GA-Black All Seams To Be Sealed With Pick Proof Caulking.
- All material to be black
- Railing Partition
- Approximately 41 Linear Feet of Handrail Mount Woven Wire Security Partitions
- 3/4" Woven Wire Panels, 30" Wide X 78" High 2" Square Posts
- 30 Linear Feet of Handrail/Stair Mount Woven Wire Security Partitions. 3/4" Woven Wire Panels, 30" Wide X 192" to 78" High
- 2" Square Posts
- All Inmate Accessible Hardware to Be Spot Welded/Tamper Proof All Seams to Be Sealed With Pick Proof Caulking
- Additional Bracing as Needed Black

D POD Wall & Handrail Security System

- Approximately 49 Linear Feet of Custom Security Partitions 24" Wide X 107" High Sections
- 2" Square Posts (4" Around Door Frames) Panels Flush to Floor
- Panels Flush to Top Of Posts Panel Construction Per Section
- 24" W X 16" H 12GA Perf Panel With 3/16" Round Hole (DOUBLE PANEL OFFSET)
- 24" W X 24" H 1/2" Polycarbonate Panel 24" W X 24" H 1/2" Polycarbonate Panel 24" W X 24" H 1/2" Polycarbonate Panel 24" W X 19" H 1/2" Polycarbonate Panel
- Includes Sloped "Z" Panel Between Top of Partition & Mezzanine Floor 14GA- Black
- All Seams to Be Sealed With Pick Proof Caulking.
- All material to be black

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 <u>include</u> all permits and insurance as required by Laramie County and City of Cheyenne. Contractor will be responsible for providing 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 located at 1910 Pioneer Avenue, Cheyenne, Wyoming 82001 no later than 3:00 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 Sheriff's Office Undersheriff.

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 <u>July 20, 2023, at 11:00 am.</u>, at 1910 Pioneer Avenue, Cheyenne, WY 82001. 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 3:15 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) "- C&D Pod Separation Partition Security Walls."

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 Undersheriff. 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 Undersheriff (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 – Detention Security Walls, for which proposals were advertised to be received July 31, 2023. At 3:00 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
Address City State ZIP Telephone Fax
TelephoneFax
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)



C&D Pod Separation Partition Security

PREPARED FOR LARAMIE COUNTY SHERIFF 10/11/2023

LYNCH MATERIAL HANDLING

2810 Industrial Lane, Broomfield, CO 80020

Email: MROWE@LMHCO.COM

Phone: (303) 503-9320

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PROJECT OVERVIEW

LMH will be providing the WireCrafters detention security solutions for the C and D pod locations as reviewed during the joint site walk on 4/6/2023. This system has been designed for high security detention facilities and features steel framed perforated 12GA steel panels with stacked clear polycarbonate sections or steel framed woven mesh security for mounting on handrails for edge protection.

Exclusive access to the required physical structure at competitive pricing with expert installation is what you can expect when partnering with Lynch Material Handling to achieve the solution to your separation needs. You can expect ongoing support and customer service, with regular performance reviews to allow you to see the impact of our work and provide opportunities for continuous improvement.

SCOPE OF WORK

POD C Poly Wall & Handrail Mesh Security System Materials	Investment
Approximately 42 Linear Feet Of Custom Security Partitions 24" Wide X 107" High Sections 2" Square Posts (4" Around Door Frames) Panels Flush To Floor Panels Flush To Top Of Posts Panel Construction Per Section 24" W X 16" H 12GA Perf Panel With 3/16" Round Hole (DOUBLE PANEL OFFSET) 24" W X 24" H 1/2" Polycarbonate Panel 24" W X 24" H 1/2" Polycarbonate Panel 24" W X 24" H 1/2" Polycarbonate Panel 24" W X 19" H 1/2" Polycarbonate Panel 1ncludes Sloped "Z" Panel Between Top Of Partition & Mezzanine Floor 14GA- Black All Seams To Be Sealed With Pick Proof Caulking. All material to be black (2) Boulder County Spec Door (Door Specs Listed Below)	\$296,090.00
POD C Secure Railing Partition Approximately 41 Linear Feet Of Handrail Mount Woven Wire Security Partitions 3/4" Woven Wire Panels, 30" Wide X 78" High 2" Square Posts 30 Linear Feet of Handrail/Stair Mount Woven Wire Security Partitions. 3/4" Woven Wire Panels, 30" Wide X 192" to 78" High 2" Square Posts All Inmate Accessible Hardware To Be Spot Welded/Tamper Proof All Seams To Be Sealed With Pick Proof Caulking - Additional Bracing As Needed Black	

C-POD Labor	Investment
C-POD Labor to assemble security cage from above specs to include all doors and field fabricated slope tops. Does NOT include permitting, electrical, engineered stamps.	Included
POD D Poly Wall Security System Materials	Investment
POD D Poly Wall System	\$233,813.00
Approximately 49 Linear Feet Of Custom Security Partitions 24" Wide X 107" High Sections 2" Square Posts (4" Around Door Frames) Panels Flush To Floor Panels Flush To Top Of Posts Panel Construction Per Section 24" W X 16" H 12GA Perf Panel With 3/16" Round Hole (DOUBLE PANEL OFFSET) 24" W X 24" H 1/2" Polycarbonate Panel 24" W X 24" H 1/2" Polycarbonate Panel 24" W X 24" H 1/2" Polycarbonate Panel 24" W X 19" H 1/2" Polycarbonate Panel 1ncludes Sloped "Z" Panel Between Top Of Partition & Mezzanine Floor 14GA- Black All Seams To Be Sealed With Pick Proof Caulking. All material to be black (3) Boulder County Spec Door (Door Specs Listed Below)	
D-POD Labor	Investment
D-POD Labor to assemble security cage from above specs to include all doors and field fabricated slope tops. Does NOT include permitting, electrical, engineered stamps.	Included
DOOR SPECIFICATIONS (MATCHING BOULDER COUNTY)	Investment
HOLLOW METAL – LEAD TIME 13-14 WEEKS 5- 3070 WELDED 14ga. FRAME FOR 2" THICK DOOR W/4" JAMB DEPTH - 3 SOUTHERN FOLGER 204FMSS 4.5" X 4.5" HINGES, SOUTHERN FOLGER 10300MD-2 LOCK WITH CYLINDER ON EACH SIDE OF FRAME FACE, CR (LCN 2215 CONCEALED CLOSER) - NO ANCHORS 5- 3070 14ga. 2" THICK CURRIES SERIES 857 DOOR W/24X34 CUT-OUT W/ CURRIES TYPE-8 LITE KIT AND 24X18 CUT-OUT W/ CURRIES TYPE-8 LITE KIT - 3 SOUTHERN FOLGER 204FMSS 4.5" X 4.5" HINGES, SOUTHERN FOLGER 10300MD-2 STRIKE, CR (LCN 2215 CONCEALED CLOSER) - NET DOOR SIZE: 35 3/4" (W) x 83 3/4" (H) HARDWARE – LEAD TIME 5-6 WEEKS 5- GROUPS WITH THE FOLLOWING 1- LCN 2215 CONCEALED CLOSER 1- IVES FS18L FLOOR STOP 1- PEMKO 2008APK 36" THRESHOLD 2- CYLINDERS FOR SFIC CORE	Included

Project Bond (TRUE NORTH INSURANCE/OLD REPUBLIC)	\$16,200.00
Total Investment (taxes and options excluded)	\$546,103.00

ESTIMATED LEAD TIMES/DELIVERABLE

Current manufacturing lead times on all physical security material (solid panels/mesh) are about 6 weeks to ship after signed approval drawings. Estimated 5 days transit. Estimated build time Is 12 business days for C-POD and 8 business days for D-POD.

TERMS AND CONDITIONS

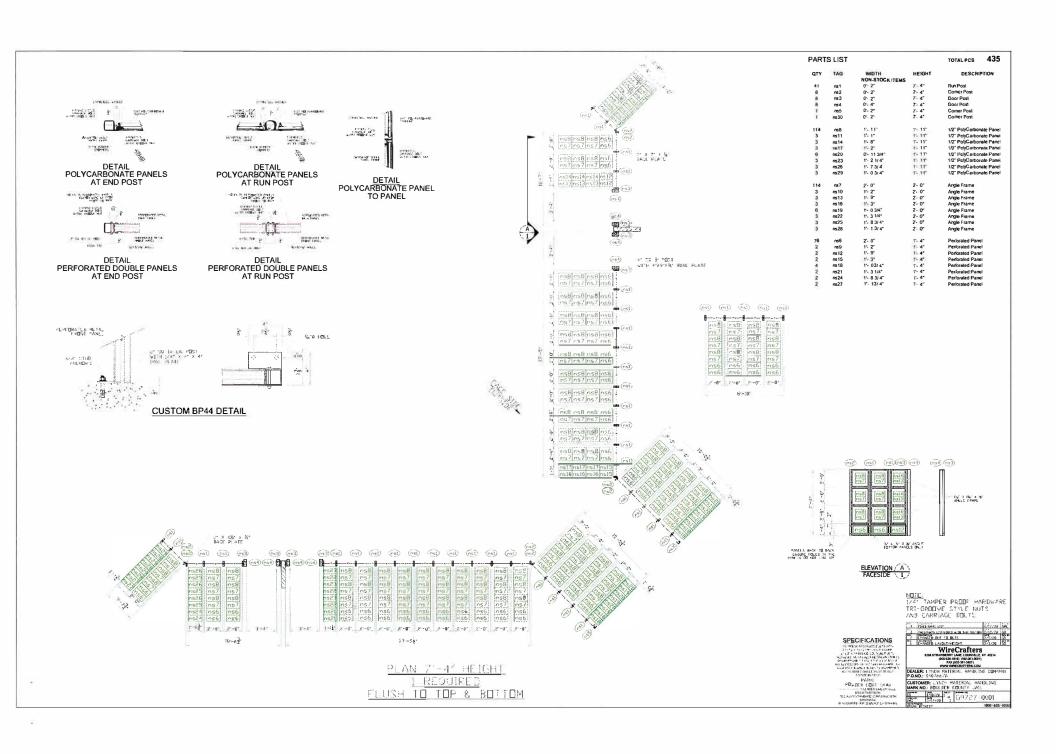
This quote is valid for 10 days. All orders are subject to Sales Tax. If you qualify for an exemption, please submit a signed and dated copy of your current sales tax exemption or resale certificate. Permitting is not included unless otherwise noted. Terms and Conditions: http://www.lmhco.com/terms

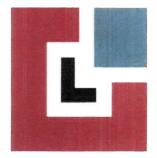
PAYMENT SCHEDULE

Down payment of 50% total project due at time of order. 25% Balance invoiced at time of shipment. 25% remaining balance due at project completion.

DISCLAIMER

The information contained in this document is confidential, privileged and only for the information of the intended recipient and may not be used, published, redistributed, or disclosed to anyone else without the prior written consent of Lynch Material Handling. Any disclosure of the information contained in this document will be in violation and shall be deemed a breach of this agreement and subject to damages.





C&D Pod Separation Partition Security

PREPARED FOR LARAMIE COUNTY SHERIFF 7/24/2023



LYNCH MATERIAL HANDLING

2810 Industrial Lane, Broomfield, CO 80020

Email: MROWE@LMHCO.COM

Phone: (303) 503-9320

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RESPONDENT PROFILE

Lynch Material Handling (LMH) and our expert team provide the highest level of construction services and expertise for detainment and correctional partition systems.

With years of experience, we have delivered secure solutions to end users in the industry and been consistently recognized at the forefront of our competitive space. Our capabilities exceed expectations with the most challenging timelines and circumstances. Client satisfaction and delivering on our word has built our culture and is our core belief.

PROPOSAL FORM

(307)633-4712

TO: Chance Walkama, Undersheriff Laramie County Sheriff's Office 1910 Pioneer Avenue Cheyenne, WY 82001



The undersigned hereby declares that [firm name]Lynch Material Handling
have carefully examined the specifications to furnish: RFP – Detention Security Walls, for which proposals were advertised to be received July 31, 2023. At 3:00 pm and further declare that [firm name]Lynch Material Handling
will furnish the said
work according to specifications.
Proposed Cost
Total Estimated Cost for Project: \$540,501.00(tax and bond not included)
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? X 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.
CompanyLynch Material Handling
A festert Denne
Signature
Address 2810 Industrial Lane
CityBroomfield State COZIP 80020
Telephone303-466-2317 Fax303-466-3954
E-Mail Address:MROWE@LMHCO.COM
DUNS# 08-036-2615 Fed. I.D. # 47-5387029

REFERENCES

Anthony Amaya #1585

Boulder County Sheriff's Office

Phone: 303-441-4682

Email: aamaya@bouldercounty.org

James Butler

Boulder County Public Works

Phone: 303-441-4826

Email: jbutler@bouldercounty.org

Tim Shoemaker

Flexential

Phone: 503-915-6630

Email: tim.shoemaker@flexential.com

DISCLAIMER

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CONFLICT OF INTEREST & DISCLOSURE FORM

I HEREBY CERTIFY that

I (printed name)I	Michael Rowe
am the (title)	<u>Vice President</u> and the duly authorized representative of
	Lynch Material Handling
wnose address is	2810 Industrial Lane. Broomfield. CO 80020
And I possess the legal which I am acting; and,	authority to make this affidavit on behalf of myself and the firm for
	no employee, officer, or agent of the firm have any conflicts of interest, ownership, other clients, contracts, or interests associated with this
has been determined by violation of any provision	any authorized representative or significant stakeholder of the business judicial or administrative board action to be in noncompliance with or in on of the Building Code Regulations of Laramie County, nor has any of to Laramic County; and,
	rithout prior understanding, agreement, or connection with any son submitting a proposal for the same services, and is in all respects fair fraud.
EXCEPTIONS (List)	
Signature:	
popular De Dine	
Printed Name:	Michael Rowe
Firm Name:	Lynch Materail Handling
Date:07/25/23	
Sworn to and subscribed Notary Public - State of My Commission expires	S 6-25-2027 AMANDA JOY BRILL
(Printed, typed or stamp	ed commissioned name of Notary Public) NOTARY PUBLIC - STATE OF COLORADO NOTARY ID 20194024043 WY COMMISSION EXPIRES JUN 25, 2027