

**AGREEMENT TO PROVIDE THE PURCHASE OF A 2022 YUKON XL 4WD FOR THE
LARAMIE COUNTY CORONER'S OFFICE
between
LARAMIE COUNTY, WYOMING and HALLADAY MOTORS.**

This Agreement is made and entered into by and between Laramie County, Wyoming, 310 W. 19th Street, Suite 300, Cheyenne, Wyoming, 82003 ("COUNTY") and Halladay Motors Inc., 2100 Westland Blvd., Cheyenne, WY 82001 ("CONTRACTOR").

I. PURPOSE

The CONTRACTOR is to provide the purchase of a 2022 Yukon XL 4WD Vehicle (hereinafter referred to as Yukon) as requested in the RFB issued by the Laramie County Coroner'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 Yukon 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 \$53,500 (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 funded by federal ARPA funds (CFDA #21.027).

IV. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall provide a 2022 Yukon XL 4WD vehicle 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 (5 pages) represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

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

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

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

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

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

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

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

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

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

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

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

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

O. **Limitation on Payment:** COUNTY's payment obligation is conditioned upon the availability of funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services, which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to

COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

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

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

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**PURCHASE OF A 2022 YUKON XL 4WD VEHICLE AGREEMENT BETWEEN
LARAMIE COUNTY, WYOMING AND HALLADAY MOTORS INC.**

Signature Page

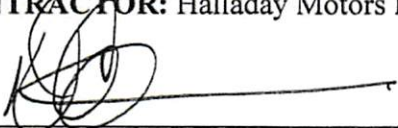
LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:


By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: Halladay Motors Inc.

By:  _____ Date 3/17/22
Name: COLT ANDERSON
Title: FLEET MANAGER

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 3/22/27
Laramie County Attorney's Office

Bid Tabulation Coroner Vehicle
 Wednesday February 16, 2022 at 2:15pm

<u>Bidder</u>	<u>Experience</u>	<u>Meets Scope of Work</u>	<u>Schedule</u>	<u>Past Performance</u>	<u>Insurance and Bond</u>	<u>Bid Price</u>
Halladay Motors-Cheyenne, WY	Yes	Yes-Yukon XL 4WD	In Stock	Yes	NA for Project	\$ 53,500.00
Tyrrell Chevrolet Company-Cheyenne, WY	Yes	No-Chevrolet Suburban LS	Not Provided- Would have to Order	Yes	NA for Project	\$ 57,384.50

BID FORM

TO: Laramie County Coroners Office

Name and Address 3964 Archer Parkway
Cheyenne, WY 82001

The undersigned hereby declares that [firm name] HALLADAY Motors

have carefully examined the specifications to furnish RFB for a **2022 white GMC Yukon XL or equivalent vehicle** for which bids were advertised to be received **no later than 2:00 p.m., local time, February 16, 2022** and further declare that [firm name]

HALLADAY Motors

will furnish the said work according to specifications.

Proposed Cost

Total Estimated Cost for Project: \$ 53,500 VEHICLE IN STOCK

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 HALLADAY Motors Inc.
By Colt Anderson (Print name)
Signature [Signature]
Address 2100 Westland RD
City Cheyenne State WY ZIP 82001
Telephone 3076341511 Fax _____
E-Mail Address: colta@halladaymotors.com
DUNS# _____ Fed. I.D. # _____

CONFLICT OF INTEREST & DISCLOSURE FORM

I HEREBY CERTIFY that

I (printed name) Colt Anderson
am the (title) Senior Salesperson / Fleet Accounts
and the duly authorized representative of the firm of (Firm Name) HALLADAY GMC

whose address is 2100 Westland Rd.
Cheyenne, WY 82001

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)

- 1) 5 year or 60,000 powertrain is now standard
- 2) cannot be dually towed

Signature: [Signature]

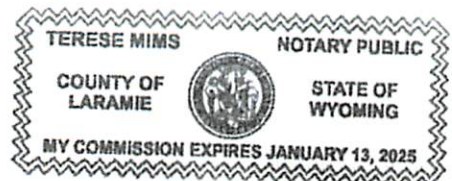
Printed Name: Colt Anderson

Firm Name: HALLADAY GMC

Date: 2/2/22

Sworn to and subscribed before me this 2nd day of February, 2022.
Notary Public - State of Wyoming
My Commission expires January 13, 2025

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



PASSENGER LUMBAR	
AU3 - POWER DOOR LOCKS	AVI -
AX2 - KEY COMMON, VEHICULAR UNIQUE	AXG - POWER WINDOW W/ EXPRESS DRIVER UP/DOWN
AXP - MULTI PURPOSE VEHICLE	AY0 - AIRBAGS
AZ3 - SEATS, FRONT 40/20/40 SPLIT BENCH (DELETES CENTER CONSOLE/USB DATA PORTS)	B30 - CARPET FLOOR COVERING
B58 - FRT & CTR CARPETED FLOOR MATS	BTM - SWITCH-ENGINE START, KEYLESS
BTV - REMOTE START	BVE - ASSIST STEPS
C25 - WIPER, REAR INTERMITTENT	C3F - GVWR - 7700 LBS.
C49 - REAR WINDOW DEFROSTER	C69 - AIR CONDITIONING, REAR
CE1 - FRONT WINDSHIELD WIPERS, RAIN SENSING	CJ2 - TRI-ZONE AUTOMATIC HVAC
CTT - HITCH GUIDANCE	D31 - MIRROR, MANUAL INSIDE RR VIEW
D75 - DOOR HANDLES	DH6 - VISORS, DRIVER & FRONT PASSENGER ILLUMINATED VANITY MIRRORS
DLF - MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE	DP6 - MIRROR CAPS
EF7 - COUNTRY UNITED STATES OF AMERICA (USA)	ENL - ENGINE CONTROL, STOP- START SYSTEM OVERRIDE
EPH - ELECTRONIC PRECISION SHIFT	F48 - CHASSIS DRIVE LINE-FOUR WHEEL DRIVE (4WD)
FE9 - 50-STATE EMISSIONS	FJW - VEHICLE FUEL GASOLINE
G86 -	GAZ - SUMMIT WHITE
GF1 - TRIM PACKAGE - SLE	GU5 - REAR AXLE, 3.23 RATIO
H0U - JET BLACK	IOK - 10.2" DIAG. COLOR TOUCH- SCREEN, GMC PREMIUM INFOTAINMENT SYSTEM W/GOOGLE BUILT-IN COMPATIBILITY, AUTO & WIRELESS APPLE CARPLAY WIRELESS ANDROID AUTO & WIRELESS APPLE CARPLAY FOR COMPATIBLE PHONES
J22 -	J61 - BRAKES, 4-WHEEL ANTILOCK
JBK - BRAKE LINING WEAR SY WEAR LIFE INDICATOR	K10 - ENGINE AIR FILTRATION MONITOR
K34 - CRUISE CONTROL	K4F - BATTERY, 800 COLD-CRANK AMPS
K6L -	KC4 - COOLING, EXTERNAL ENGINE OIL COOLER
KC5 - POWER OUTLET, FRONT AUXILIARY 12 V	KI4 - 120-VOLT I.P. & BED-MOUNTED POWER OUTLETS
KL9 - AUTOMATIC STOP/START	KNP - TRANSMISSION OIL COOLER
KW5 - ALTERNATOR, 220 AMPS	L84 - ENGINE, 5.3L ECOTEC3 V8
MAH - NORTH AMERICAN MKT	MHS - TRANSMISSION, 10-SPEED AUTO
N37 - STEERING COLUMN, TILT AND TELESCOPIC	NB5 - EXHAUST, SINGLE OUTLET
NP0 - TRANSFER CASE SINGLE SPEED	NP5 - LEATHER WRAP STEERING WHEEL
NTB - EMISSION SYSTEM FEDERAL	PDI - GMC PRO SAFETY: * FORWARD COLLISION ALERT * LANE KEEP ASSIST W/ LANE DEPARTURE WARNING * FRONT PEDESTRIAN BRAKING * FOLLOWING DISTANCE INDICATOR * AUTOMATIC EMERGENCY BRAKING * FRONT AND REAR PARK ASSIST * INTELLIBEAM-AUTO HIGH BEAM
PPW - WIRELESS APPLE CARPLAY/ WIRELESS ANDROID AUTO	Q8E - MECHANICAL JACK W/ TOOLS
QDF - TIRES, ALL-SEASON, BLACKWALL	R6J - CUSTOMER DIALOGUE NETWORK
R7N - CREDIT - NOT EQUIPPED WITH STEERING COLUMN LOCK	RM7 - WHEEL, SPARE

RSR - REAR SEAT REMINDER	SAF - SPARE TIRE LOCK
T3S - LED DAYTIME RUNNING LAMPS	T40 - FOG LAMPS, FRONT LED
T4L - HEADLAMPS, LED	T8Z - BUCKLE TO DRIVE
TB4 - REAR LIFTGATE, MANUAL	TDM - TEEN DRIVER
TQ5 - INTELLIBEAM, AUTO HIGH BEAM	TR1 - LAMPS, STOP AND TAIL, LED
U2K - SIRIUSXM RADIO CAPABLE, TRIAL INCLUDED WITH SUBSCRIPTION SOLD SEPARATELY	UB3 - ANTENNA
UD5 - FRONT AND REAR PARK ASSIST	UDV - DRIVER INFORMATION CENTER, ENHANCED, 12" DIAGONAL MULTI-COLOR DIGITAL DISPLAY
UE1 - ONSTAR (R) SERVICES & WI-FI (R) HOTSPOT CAPABLE; SEE ONSTAR.COM FOR TERMS	UE4 - FOLLOWING DISTANCE INDICATOR
UEU - FORWARD COLLISION ALERT	UHN - WHEELS, 18" ALUMINUM * TIRES, ALL-SEASON, BLACKWALL
UHY - LANE KEEP ASSIST W/ LANE DEPARTURE WARNING	UHY - AUTOMATIC EMERGENCY BRAKING
UJM - INFOTAINMENT DISPLAY	UJN - TIRE PRESSURE MONITOR SYSTEM
UK3 - STEERING WHEEL CONTROLS	UKJ - FRONT PEDESTRIAN BRAKING
UMN - SPEEDOMETER	UQT - AUDIO SYSTEM, 6 SPEAKER
USR - USB PORT	USS - USB CHARGING-ONLY PORTS
UTJ - CONTENT THEFT ALARM, THEFT DETERRENT SYSTEM	UVB - HD REAR VISION CAMERA
V55 - LUGGAGE RACK SIDE RAILS, ROOF-MOUNTED, CHROME	V8D - VEHICLE STATEMENT US
VFF - VIDEO FORMAT	VHM - VEHICLE HEALTH MANAGEMENT
VK3 - FRONT LICENSE PLATE BRACKET	VQK - MOLDED SPLASH GUARDS (DEALER INSTALLED)
VRF - VAA/COMPONENT	VRG - VAA/COMPONENT
VRH - VAA/COMPONENT COLUMN	VRK - VAA/COMPONENT
VRL - VAA/COMPONENT HORIZONTAL SUSPENSION	VRM - VAA/COMPONENT VERTICAL SUSPENSION
VRN - VAA/COMPONENT SUSPENSION	VRR - VAA/COMPONENT WHEELS
VSX - LABEL TOWING	VT7 - OWNERS MANUAL
VT1 - ACTIVE AERO SHUTTERS, UPPER	VV4 - WI-FI (R) HOTSPOT CAPABLE; (SUBJECT TO TERMS SEE ONSTAR.COM)
WMW - VIN MODEL YEAR 2022	WTX - FRONT FASCIA
XCQ - TIRE, SPARE, ALL-SEASON BLACKWALL	XL8 - RADIO FREQUENCY
YM8 - IDENTIFICATION - LPO	Z02 - TRAILERING EQUIPMENT
Z88 - GMC DIVISION IDENTIFIER	ZW7 - PREMIUM SMOOTH RIDE SUSPENSION

Added Option Codes

Vehicle has no current record of SAIO codes.

REQUEST FOR BIDS
Laramie County Coroner Vehicle
Closing Date: February 16, 2022

Purpose of Request for Bids

Laramie County is soliciting competitive sealed bids from qualified vendors who can provide a 2022 white GMC Yukon XL or equivalent vehicle for The Laramie County Coroner's Office.

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- Conflict of Interest Form
- Officers & Significant Stakeholders Form

1.0 PURPOSE & OVERVIEW

Laramie County is soliciting competitive sealed bids from qualified vendors to provide a 2022 white GMC Yukon XL or equivalent vehicle.

2.0 SCOPE OF SERVICES

- 5 Year 100,000 mile power train warranty
- SLE 4door
- On Star Capability
- Auto Track-includes neutral for dingy towing
- Exterior Summit White
- HD Trailering Package

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 Coroner's Office at 3964 Archer Parkway, Cheyenne, Wyoming 82009 no later than **2:00 p.m., local time, on February 16, 2022**. Bids received after this time will not be considered.

3.2 Delivery of Bids

All bids shall be sealed and delivered or mailed to Laramie County Coroner's Office located at 3964 Archer Parkway, Cheyenne, WY 82201 (faxes and emails will not be accepted).

3.3 Pre-bid Information

No specific pre-bid meeting will be held. Each respondent shall contact Rebecca Reid 307-775-7475 or rebecca.reid@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 Coroner's Office within three (3) working days of the closing date, by appointment.

A complete tabulation of bids will be available after it is completed.

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFB openings or meetings should contact the Public Works Department in Cheyenne at (307) 633-4690 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 Rebecca Reid, Laramie County Coroner, named below, who shall be the official point of contact for this RFB. Mark cover page or envelope(s) "**Coroner Vehicle.**"

Submit questions to:

Rebecca Reid
Laramie County Coroner
3964 Archer Parkway
Cheyenne, WY 82009
307-775-7475
Rebecca.reid@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 Assistant Director named above. The County will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

If it becomes necessary to revise or amend any part of this RFB, notice may be obtained by accessing the County web site. Respondents in their bid must acknowledge receipts of amendments. **Each respondent should ensure that they have received all addenda and amendments to this RFB before submitting their bid. Please check the Laramie County web site at <http://www.laramiecounty.com> for any addenda.**

3.9 Award

The County reserves the right to award the contract to the respondent(s) that the County deems to offer the best overall bid(s). The County is therefore not bound to accept a bid on the basis of lowest price. In addition, the County at its sole discretion, reserves the right to cancel this RFB, to modify the quantities of product we purchase, to reject any and all bids, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. The County also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the County's best interest.

3.10 Contract

The contents of this RFB and all provisions of the successful bid deemed pertinent by the County may be incorporated into a contract and become legally binding. A separate contract document will be issued.

The County Commissioners are the sole Contracting Officer for Laramie County, Wyoming, and only he/she or his/her designee is authorized to make changes to any contract.

The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Price Agreement. The County shall not be responsible for any order, change, substitution or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement or change order, the respondent should promptly contact the Public Works Department at (307) 633-4690.

3.11 Disclosure of RFB Content

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RFB. Selection or rejection of any bid does not affect this right.

3.12 Respondent's Responsibility

A respondent, by submitting a bid represents that:

- A. The respondent has read and understands the RFB in its entirety that and the bid is made in accordance therewith, and
- B. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and;
- C. Before submitting a bid, each respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by Laramie County upon which the respondent will rely. If the respondent receives an award because of its bid submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions an requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief.

3.13 Payment Terms

The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.

3.14 Conflict of Interest Disclosure Form

All respondents shall complete and have notarized the attached disclosure form of any potential conflict of interest that the respondent may have due to ownership, other clients, contracts, or interest associated with this project.

3.15 Minor Irregularities

The County reserves the right to waive minor irregularities in bids, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.

3.16 Deviations

All bids must clearly and with specific detail, note all deviations to the exact requirements imposed upon the respondent by the General Terms & Conditions. Such deviations must be stated upon the Bid Form; otherwise, Laramie County will consider the subject bids as being made in strict compliance with said General Terms & Conditions to respondents; the respondent being held therefore accountable and responsible. Respondents are hereby advised that Laramie County will only consider bids that meet the exact requirements imposed by the General Terms & Conditions; except, however, said bids may not be subject to such rejection where, at the sole discretion of Laramie County, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the RFB process by affecting the amount of the bid such that an advantage or benefit is gained to the detriment of the other respondents.

3.17 Waiver of Claims

Once this contract expires, or final payment has been requested and made, the awarded respondent shall have no more than 30 calendar days to present or file any claims against the County concerning this contract. After that period, the County will consider the respondent to have waived any right to claims against the County concerning this agreement.

3.18 Selection Criteria

Each bid shall be evaluated using the following criteria:

1. Proper submittal of ALL documentation as required by this bid
2. Overall scope and quality of the proposed project
3. Meeting or exceeding the requirements of the RFB
4. Quality and compatibility of the work proposed
5. Ability to accomplish project in a timely manner
6. The benefits to Laramie County as it pertains to:
 - a. Related experience in the areas covered in the RFB
 - b. Past record of performance on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work and ability to meet schedules
 - c. Experience, ability and overall quality of past and current projects

3.19 Termination / Cancellation of Contract

The County reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice. Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered into prior to the termination of the contract (i.e. reports, materials, statements of accounts, etc., required and not received). Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract.

3.20 Incurred Expenses

This RFB does not commit Laramie County to award a contract. Nor shall Laramie County be responsible for any cost or expense, which may be incurred by the respondent in preparing and submitting the bid called for in this RFB, or any cost or expense incurred by the respondent prior to the execution of a contract agreement.

3.21 Presentations by Respondents

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

The County reserves the right to require any respondent to demonstrate to the satisfaction of the County that the respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the contract. The demonstration must satisfy the County and the County shall be the sole judge of compliance.

Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original bid package.

3.22 Minimum Specifications

The specifications listed in the Scope of Service are the minimum required performance specifications for this RFB. They are not intended to limit competition nor specify any particular respondent, but to ensure that the County receives quality services.

3.23 Respondent's Personnel

The respondent shall be responsible for ensuring that its employees, agents and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position. The respondent certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended. During the performance of the contract, the respondent agrees to the following:

The respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such

condition is a bona fide occupational qualification reasonably necessary for the normal operations of the respondent.

The respondent agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The respondent, in all solicitations or advertisements for employees placed by or on behalf of the respondent, shall state that such respondent is an Equal Opportunity Employer.

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

3.24 Claim Notice

The respondent shall immediately report in writing to the County's designated representative or agent any incident, which might reasonably be expected to result in any claim under any of the coverage mentioned herein. The respondent agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume' of claims experience relating to all respondent operations at the County project site.

3.25 Bid Acceptance/Rejection

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

4.0 SUBMITTAL REQUIREMENTS

Bids shall include all of the information solicited in this RFB, and any additional data that the respondent deems pertinent to the understanding and evaluating of the bid. Bids shall be organized and sections tabbed in the following order. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All bids shall include at minimum:

Tab 1 – Respondent's Profile

A brief profile of the firm, including:

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

Tab 2 - Completed Bid Form (use attached form)

Tab 3 – References

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

Tab 4 – Conflict of Interest Disclosure Form

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

Tab 5 - Other Information

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

5.0 Disclosures

The laws of Wyoming require that the contents of all bids shall be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the bid. The entire bid cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, Laramie County will notify the vendor to permit the vendor to defend the proprietary nature of the information.

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

The successful respondent will be expected to enter into a contract with Laramie County upon terms acceptable to the County.

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

If a respondent believes that parts of a bid are confidential then the respondent must so specify. The respondent must mark in bold red letters the term “**CONFIDENTIAL**” on that part of the response, which the respondent believes to be confidential. The respondent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the respondent believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. Laramie County will be the sole judge as to whether a claim is general and/or vague in nature. All parts of bids, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful bid may be considered public information even though parts are marked confidential.

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

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

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

Sovereign Immunity

Laramie County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. 1-39-101 *et seq.*, by issuing this RFB or by entering into any subsequent agreement. Further, Laramie County fully retains all immunities and defenses

provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this RFB or any subsequent agreement.

Indemnification

To the fullest extent permitted by law, the successful respondent agrees to indemnify and hold harmless Laramie County, its appointed officials, elected officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with any work performed by or on behalf of respondent for Laramie County pursuant to any agreement with Laramie County.

Termination

The selection may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of the RFB or any subsequent agreement; (b) by either party, with thirty days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

Force Majeure

Neither the respondent nor Laramie County shall be liable to perform under this RFB or subsequent agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

The submission of a bid shall be considered acceptance to all the terms and conditions provided herein and in the various bid documents, unless specifically noted otherwise in the bid.

BID FORM

TO:

Name and Address

The undersigned hereby declares that [firm name] _____

have carefully examined the specifications to furnish RFB for a **2022 white GMC Yukon XL or equivalent vehicle** for which bids were advertised to be received **no later than 2:00 p.m., local time, February 16, 2022** and further declare that [firm name]

_____ will furnish the said work according to specifications.

Proposed Cost

Total Estimated Cost for Project: \$ _____

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

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

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

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

Company _____

By _____ (Print name)

Signature _____

Address _____

City _____ State _____ ZIP _____

Telephone _____ Fax _____

E-Mail Address: _____

DUNS# _____ Fed. I.D. # _____

CONFLICT OF INTEREST & DISCLOSURE FORM

I HEREBY CERTIFY that

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

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

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

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

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

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public - State of _____

My Commission expires _____

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