

**AGREEMENT TO PROVIDE MOBILE AND PORTABLE RADIOS AND  
ACCESSORIES TO THE LARAMIE COUNTY/CITY OF CHEYENNE EMERGENCY  
MANAGEMENT AGENCY**

between

**LARAMIE COUNTY, WYOMING and ABSOLUTE SOLUTIONS, INC.**

This Agreement is made and entered into by and between Laramie County, Wyoming, 310 W. 19th Street, Suite 300, Cheyenne, Wyoming, 82003 ("COUNTY") and Absolute Solutions Inc., 1618 E. 11<sup>th</sup> Street, Cheyenne, WY 82001 ("CONTRACTOR").

**I. PURPOSE**

The CONTRACTOR is to provide the purchase of mobile and portable radio equipment and accessories (hereinafter referred to as Radios) as requested in the RFB issued by the Laramie County/City of Cheyenne Emergency Management Agency.

**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 radio 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 \$125,866.80 (bid amount), unless negotiated by both parties in writing. Payment will be made to CONTRACTOR for materials upon invoice. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

**IV. RESPONSIBILITIES OF CONTRACTOR**

- A. CONTRACTOR shall provide 20 portable radios and 10 mobile radios and accessories as specified in the bid attached hereto as Exhibit B.
- B. CONTRACTOR shall work closely with COUNTY in coordinating the purchase, delivery and installation, CONTRACTOR will work with COUNTY as needed in accordance with such individuals or carriers as deemed appropriate by COUNTY.
- C. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR, which are directly pertinent to this specific Agreement for

purposes including but not limited to audit, examination, excerpts, and transcriptions.

## **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 (14 pages) and the attached Proposal (10 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.

**[The remainder of this page is intentionally left blank]**

**AGREEMENT TO PROVIDE MOBILE AND PORTABLE RADIOS AND  
ACCESSORIES TO THE LARAMIE COUNTY EMERGENCY MANAGEMENT  
AGENCY  
between  
LARAMIE COUNTY, WYOMING and ABSOLUTE SOLUTIONS, INC.**

**Signature Page**


**LARAMIE COUNTY, WYOMING**

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

ATTEST:

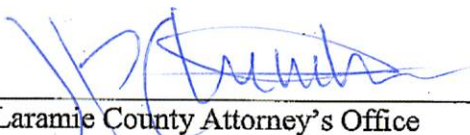
By: \_\_\_\_\_ Date \_\_\_\_\_  
Debra Lee, Laramie County Clerk

**CONTRACTOR:** Absolute Solutions, Inc.

By:  \_\_\_\_\_ Date 3/1/22  
Name: Kent Seger  
Title: Co-Owner

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

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

By:  \_\_\_\_\_ Date 3/1/22  
Laramie County Attorney's Office

Bid Tabulation Public Health Radios  
Thursday February 24, 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>
Absolute Solutions, Inc.	Yes	Yes	Yes	Verified	NA	\$125,866.80

# Health Mobile and Portable Radios Bid

Bid closing February 23, 2022

Quote presented by:

Absolute Solutions, Inc  
1618 E 11<sup>th</sup> Street  
Cheyenne, WY 82001



ORIGINAL

## **ABSOLUTE SOLUTION'S PROFILE**

**Absolute Solutions (originally Communication Source Sales) was founded in 1996. Absolute Solutions is a Motorola MR and PCR radio equipment supplier with became a wholly owned subsidiary of Action Communications of Scottsbluff Ne in 2015. Absolute Solutions purchased Scholl Oil and Transportation's communication branch in 2019 and opened a second sales and service location in Holyoke Colorado.**

**Action Communications established in 1989, is a Motorola MR and PCR equipment supplier and radio system engineering firm. Our family of companies, provides equipment sales and system design in Nebraska, Colorado and Wyoming. The owners have no conflicts of interest related to this job.**

**Action Communications is 100% owned by Rick Derr and Kent Sager. With Rick based in Scottsbluff NE and Kent dividing his time between the Wyoming and Colorado locations. Both companies provide support to County E911 call centers in 8 counties in 3 states. Both Absolute Solutions and Action Communications are continuing to work to provide the best communication solutions possible for our large range of customer, regardless of their size.**

**We currently have multiple radio projects including adding a repeater for Eastern Laramie County Landfill (Laramie County), updating the radio fleet for Torrington Police Department (Goshen County), replacing the Wyoming Honor's Conservation Camp's radio fleet (Weston County), and setting up a repeater system as a joint venture between Diamond Tail Ranch and Rose Valley Ranch (Albany County).**

**We have handle installation of mobile radios into a large range of agencies including, but not limited to, most of the Laramie County Fire Districts, Laramie County Emergency Management, Laramie County Health Department, AMR, Pine Bluffs Ambulance Service, Pine Bluffs Police Department, Torrington Police Department, and Torrington Fire Department.**

## **ABSOLUTE SOLUTION'S COMPANY STRUCTURE**

**Rick Derr  
Co-Owner  
Absolute Solutions – 6 years**

**Action Communications - 32 Years**

**Kent Sager  
Co-Owner  
Absolute Solutions – 6 years**

**Action Communications - 32 Years**

**Rhiannon White  
Sales and Office Manager  
4 years**

**Ethan Schanzenbach  
Service Manager  
1 years**

**Damon Ellis  
Radio Technician  
4 years (Initially with Scholl Oil and Transportation)**

**Zach Urban  
Installer  
6 months**

**Mariah Butterfield  
Office Assistant  
9 months**



**BID FORM**

TO: Laramie County Emergency Management Agency

Name and Address

The undersigned hereby declares that [firm name] Absolute Solutions, Inc.have carefully examined the specifications to furnish: RFB ...for which bids were advertised to be received **no later than 2:00 p.m., local time, February 23, 2022** and further declare that[firm name] Absolute Solutions, Inc.

will furnish the said work according to specifications.

**Proposed Cost**Total Estimated Cost for Project: \$ 125,866.80

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? X 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 Absolute Solutions, Inc.By Rhiannon K White (Print name)Signature Address 1618 E 11th StreetCity Cheyenne State WY ZIP 82001Telephone 307-637-3459 Fax 307-637-6797E-Mail Address: rhiannon@absolutewyoming.comDUNS# 046702044 Fed. I.D. # 83-0314968

## **References for Absolute Solutions:**

**Laramie County Fire District #8 (now part of Laramie County Fire Authority)  
1050 County Road 210, Cheyenne, WY 82007  
Josh Van Vlack - 605-431-0114 – jvanvlack@lcfawy.com  
10 Mobile radio installations – first half of 2020**

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**Hillrose Fire Department  
301 Emerson, Hillrose, CO 80733  
Marty Schilling – 970-768-4969 – porkchopms@gmail.com  
6 Mobile radio installations – October 2021**

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**Laramie County School District #1  
316 S Lexington, Cheyenne, WY 82001  
Kerry Poole – 307-771-2396 – Kerry.poole@laramie1.org  
150 Mobile radio installations, replacement of bus fleet – August 2019**

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**Torrington Police Department  
436 E 22<sup>nd</sup> Avenue, Torrington, WY 82240  
Matt Johnson – 307-532-7001 – mjohnson@torringtonpolice.org  
Upfit of 3 new police vehicles including radio installs – December 2021 – January 2022**

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**More available by request if needed**

**CONFLICT OF INTEREST & DISCLOSURE FORM**

I HEREBY CERTIFY that

I (printed name) Kent Sager  
am the (title) co-owner  
and the duly authorized representative of the firm of (Firm Name) Absolute  
Solutions, Inc.  
whose address is 1618 E 11<sup>th</sup> Street, 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)

N/A

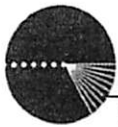
Signature: [Signature]  
Printed Name: Kent H. Sager  
Firm Name: Absolute Solutions  
Date: 2-21-22

Sworn to and subscribed before me this 21<sup>st</sup> day of February, 2022.  
Notary Public - State of Wyoming  
My Commission expires 8/26/23

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



[Signature]



Absolute SOLUTIONS 1618 E 11th St  
Cheyenne, WY 82001

## Quotation

Date	Estimate #
2/16/2022	1400

Name / Address
Laramie County Health Dept 100 Central Ave Cheyenne, WY 82007

Ship To
Laramie County Health Dept 100 Central Ave Cheyenne, WY 82007

Rep	Project

Qty	U/M	Description	Unit Price	Total
20	ea	APX8000 All Band Portable radios 3.5 version Astro Digital CAI Operations, P25 9600 Baud Trucking, ADP Only, 3 year essential service, TDMA operations, P25 Link Layer Authentication, Multicast voting scan, Delete UHF Band, Wifi Capability, Smartzone Operation, and Programming over P25 (OTAP)	3,961.51	79,230.20
20	ea	CHARGER, Single Unit, Impres 2	123.78	2,475.60
10	ea	APX8500 High Power All Band Mobile Radio 7.5 Water Resistant Speaker, Smartzone, 3 Year essential service, Gateway RSM, Delete UHF, No GPS/WI-FI/RF antenna needed, APX Control Head Software, No J600 Adapter Cable needed, Astro Digital CAI Operations, APX E5 Control Head, ADP only, and P25 Trunking Software	3,569.78	35,697.80
10	ea	Antenna, Kit, 764-870 Mhz, 3 db Gain	32.13	321.30
10	ea	Antenna, Wideband, VHF	47.30	473.00
10	ea	Multiplexer	156.89	1,568.90
		*** All items above will be billed out by Motorola directly to Cheyenne-Laramie County Health Department		
30	ea	Programming and verification of proper operations and settings	110.00	3,300.00
10		Installation of APX8500 into vehicles at our shop in Cheyenne, WY	280.00	2,800.00

**Subtotal** \$125,866.80

**Sales Tax (5.0%)** \$0.00

**Total** \$125,866.80

This quote is only valid for 45 days unless it's otherwise noted.

Phone #	Fax #
307-637-3459	307-637-6797

Signature \_\_\_\_\_





## Billing Address:

CHEYENNE-LARAMIE COUNTY  
HEALTH DEPT  
100 CENTRAL AVE  
CHEYENNE, WY 82001  
US

Quote Date:02/15/2022

Expiration Date:05/16/2022

Quote Created By:

Rhiannon White  
rhiannon@absolutewyoming.com

End Customer:

CHEYENNE-LARAMIE COUNTY HEALTH  
DEPT

Peter Demeree

pdemaree@laramiecounty.com

307-633-4063

Contract: 36476 - WYOLINK

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000	20		\$3,961.51	\$79,230.20
1	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5	20	\$7,475.00	\$2,705.56	\$54,111.20
1a	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	20	\$567.00	\$221.45	\$4,429.00
1b	Q361AN	ADD: P25 9600 BAUD TRUNKING	20	\$330.00	\$129.00	\$2,580.00
1c	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	20	\$0.00	\$0.00	\$0.00
1d	Q58AL	ADD: 3Y ESSENTIAL SERVICE	20	\$121.00	\$110.00	\$2,200.00
1e	QA00580AA	ADD: TDMA OPERATION	20	\$495.00	\$193.50	\$3,870.00
1f	QA01767AB	ADD: P25 LINK LAYER AUTHENTICATION	20	\$110.00	\$43.00	\$860.00
1g	Q387AW	ADD: MULTICAST VOTING SCAN	20	\$220.00	\$86.00	\$1,720.00
1h	QA05509AA	DEL: DELETE UHF BAND	20	-\$800.00	-\$344.00	-\$6,880.00
1i	QA09001AB	ADD: WIFI CAPABILITY	20	\$330.00	\$129.00	\$2,580.00
1j	H38BS	ADD: SMARTZONE OPERATION	20	\$1,650.00	\$645.00	\$12,900.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	20	\$110.00	\$43.00	\$860.00
2	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	20	\$169.56	\$123.78	\$2,475.60
	APX™ 8500	APX8500 ALL BAND HP MOBILE	10		\$3,569.78	\$35,697.80
3	M37TXS9PW1AN	APX8500 ALL BAND HP MOBILE	10	\$6,677.00	\$2,416.60	\$24,166.00
3a	G832AD	ADD: SPKR 7.5W WTR RST APEX	10	\$67.00	\$26.02	\$260.20
3b	G51AT	ENH:SMARTZONE	10	\$1,650.00	\$645.00	\$6,450.00
3c	G78AT	ENH: 3 YEAR ESSENTIAL SVC	10	\$176.00	\$176.00	\$1,760.00
3d	GA01438AB	ADD:GATEWAY RSM	10	\$138.00	\$53.75	\$537.50
3e	GA05509AA	DEL: DELETE UHF BAND	10	-\$800.00	-\$344.00	-\$3,440.00
3f	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	10	\$0.00	\$0.00	\$0.00
3g	G89AC	ADD: NO RF ANTENNA NEEDED	10	\$0.00	\$0.00	\$0.00
3h	G444AH	ADD: APX CONTROL HEAD SOFTWARE	10	\$0.00	\$0.00	\$0.00
3i	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	10	\$0.00	\$0.00	\$0.00
3j	G806BL	ENH: ASTRO DIGITAL CAI OP APX	10	\$567.00	\$221.45	\$2,214.50
3k	GA01670AA	ADD: APX E5 CONTROL HEAD	10	\$717.00	\$245.96	\$2,459.60
3l	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	10	\$0.00	\$0.00	\$0.00
3m	G361AH	ENH: P25 TRUNKING SOFTWARE APX	10	\$330.00	\$129.00	\$1,290.00
4	HAF4017A	ADD: ANT 3DB COLLINEAR 762-870MHZ	10	\$44.01	\$32.13	\$321.30



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
5	HAD4021A	VHF ANT WIDEBAND 136-174 MHZ	10	\$64.80	\$47.30	\$473.00
6	EQ000103A02	MULTIPLEXER,_ALL BAND, APX8500, VEHICLE	10	\$214.92	\$156.89	\$1,568.90
Grand Total				\$119,766.80(USD)		

**Notes:**

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.







# STATE OF WYOMING

## CERTIFICATE OF RESIDENCY



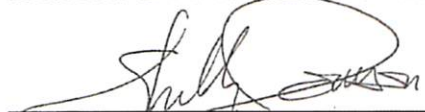
Contractor Number: 1892

THIS CERTIFIES THAT:

### **ABSOLUTE SOLUTIONS, INC.**

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED.

GRANTED THIS 16TH DAY of FEBRUARY TWO THOUSAND AND 22



Michele Johnson, Program Manager

EXPIRATION DATE: 2/15/2023



To verify the authenticity of the certificate,  
please contact our office at 307-777-7261 or visit  
[wyomingworkforce.org/businesses/labor/info](http://wyomingworkforce.org/businesses/labor/info)

CERTIFICATE SERIAL NUMBER: 1602202263



**REQUEST FOR BIDS**  
**For**  
**Mobile and Portable Radios**  
**Closing Date: February 23, 2022**

**Purpose of Request for Bids**

**Laramie County is soliciting competitive sealed bids from qualified vendors who provide...**

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**Sections**

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

**Attachments**

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

## **1.0 PURPOSE & OVERVIEW**

Laramie County, hereinafter referred to as “County”, is soliciting competitive sealed bids from qualified vendors to provide up-to-date communication equipment in the form of mobile and portable radios that are compatible with current communication systems in the County and State of Wyoming. Interoperability with other agencies and the local communications center is paramount to this project, as such; these radios will need to integrate seamlessly. The Cheyenne/Laramie County Emergency Management Agency on behalf of the Cheyenne-Laramie County Health Department is managing this bid process and procuring the radios.

## **2.0 SCOPE OF SERVICES-**

### **Description of Work:**

Laramie County is home to 100,512 residents that are served by the Cheyenne-Laramie County Health Department (C-LCHD). The C-LCHD is responsible for preparing for and responding to public health needs during a disaster. Under the National Incident Management System, C-LCHD is primarily responsible for overseeing Emergency Support Function #8 – Public Health. To ensure this capability is met, C-LCHD in collaboration with other County, State and Federal partners, needs equipment that can communicate on established networks and systems. The current equipment in use has reached end of life and can no longer be serviced necessitating the need to procure new communications equipment that is compatible with existing communication systems.

### **Scope of Work:**

Laramie County is seeking the following communications equipment on behalf of the Cheyenne-Laramie County Health Department. The exact number of radios to be purchased will be determined by the County based on the costs determined by the RFB. Generally, the county is looking for:

- 20 portable radios such as or comparable to the APX 8000, with following features
  - Motorola APX 8000 All Band Portable Model 2.5:
    - ASTRO DIGITAL CAI OPERATION
    - P25 9600 BAUD TRUNKING
    - ADP ONLY (NON-P25 CAP COMPLIANT)(US ONLY)
    - 3Y ESSENTIAL SERVICE
    - DELETE UHF BAND
    - SMARTZONE OPERATION
    - CHARGER, SINGLE-UNIT, IMPRESS 2, 3A 115VAC, US/NA
- 10 mobile radios such as or comparable to the APX 8500, with following features
  - Motorola APX8500 All Band High Power mobile:
    - SMARTZONE
    - 3 YEAR ESSENTIAL SVC
    - DELETE UHF BAND
    - NO GPS/WI-FI ANTENNA NEEDED
    - AUXILIARY SPKR 7.5 WATT APX

- NO RF ANTENNA NEEDED
  - APX CONTROL HEAD SOFTWARE
  - NO J600 ADAPTER CABLE NEEDED
  - ASTRO DIGITAL CAI OP APX
  - APX E5 CONTROL HEAD
  - STD PALM MICROPHONE APX
  - ADP ONLY (NON-P25 CAP COMPLIANT)(US ONLY)
  - P25 TRUNKING SOFTWARE APX
  - MULTIPLEXER, ALL BAND, APX 8500
  - UNITY GAIN ANTENNA QUARTERWAVE 762-870MHZ-ROOF MOUNT
  - VHF ANT WIDEBAND 136-174 MHZ
- Installation of Mobile radios will be considered a part of the scope of work and should be included in the RFB.

**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 Emergency Management Agency at 3962 Archer Parkway, Cheyenne, Wyoming 82009 no later than **2:00 p.m., local time, on February 23, 2022**. Bids received after this time will not be considered.

#### **3.2 Delivery of Bids**

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

Cheyenne/Laramie County Emergency Management Agency  
3962 Archer Parkway  
Cheyenne, WY  
82001

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

No specific pre-bid meeting will be held. Each respondent shall contact Matthew Butler at [matthew.butler@laramiecountywy.gov](mailto:matthew.butler@laramiecountywy.gov) or Jeanine West at [jeanine.west@laramiecountywy.gov](mailto:jeanine.west@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 at the Cheyenne/Laramie County Emergency Management Agency 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 Cheyenne/Laramie County Emergency Management Agency in Cheyenne at, (307) 633-4335 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 the Cheyenne/Laramie County Emergency Management Agency named below, who shall be the official point of contact for this RFB. Mark cover page or envelope(s) **"Health Mobile and Portable Radios"**

Submit questions to:

Laramie County Emergency Management Agency  
Attn: Matthew Butler or Jeanine West  
3962 Archer Parkway  
Cheyenne, WY 82001  
307-633-4335/307-633-4333

Matthew.butler@laramiecountywy.gov / Jeanine.west@laramiecountywy.gov

### 3.8 Clarification and Addenda

It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable) through the contact named above. The County will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

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

### 3.9 Award

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

reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the County's best interest.

### **3.10 Contract**

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

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

The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Price Agreement. The County shall not be responsible for any order, change, substitution or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement or change order, the respondent should promptly contact the Cheyenne/Laramie County Emergency Management Agency at (307)633-4335.

### **3.11 Disclosure of RFB Content**

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

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

A respondent, by submitting a bid represents that:

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

### **3.13 Payment Terms**

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

### **3.14 Conflict of Interest Disclosure Form**

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

### **3.15 Minor Irregularities**

The County reserves the right to waive minor irregularities in bids, provided 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 which bids were advertised to be received **no later than 2:00 p.m., local time, February 15, 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)