

**AGREEMENT TO PROVIDE A BODY SCANNER AT THE LARAMIE COUNTY  
SHERIFF'S DEPARTMENT**

**between**

**LARAMIE COUNTY, WYOMING and SECURE TECHNOLOGY VALUE  
SOLUTIONS, INC.**

This Agreement is made and entered into by and between Laramie County, Wyoming, 310 W. 19th Street, Suite 300, Cheyenne, Wyoming, 82001 ("COUNTY") and Secure Technology Value Solutions, Inc. 2595 Clyde Ave. STE 2 State College, PA, 16801 ("CONTRACTOR").

**I. PURPOSE**

The CONTRACTOR is to provide and install an X-Ray Body Scanner at the Laramie County Sheriff's Department as requested in the RFP issued by the Laramie County.

**II. TERM**

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

**III. PAYMENT**

COUNTY shall pay CONTRACTOR for services upon receipt of the CONTRACTOR'S invoice to the COUNTY as detailed in the RFP attached hereto as Exhibit A, which is fully incorporated herein. The total payment to CONTRACTOR under this Agreement shall not exceed \$191,000.00 (proposal amount includes 5 year warranty), 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). A portion of this project is being paid for with Federal ARPA Funds (ALN #21.027).

**IV. RESPONSIBILITIES OF CONTRACTOR**

- A. CONTRACTOR shall provide all materials, labor, equipment and necessary tools to install the X-Ray Body Scanner at the Laramie County Sheriff's Department. Specifications for the scope of work can be found in Exhibit A.
- B. CONTRACTOR shall work closely with COUNTY in coordinating the construction. 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 RFP (21 pages) and the attached Proposal (51 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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**between**

**LARAMIE COUNTY, WYOMING and SECURE TECHNOLOGY VALUE  
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**Signature Page**

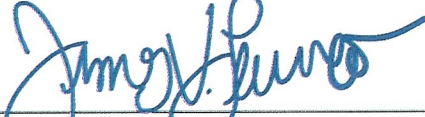
**LARAMIE COUNTY, WYOMING**

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

ATTEST:

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

**CONTRACTOR: SECURE TECHNOLOGY VALUE SOLUTIONS**

By:  \_\_\_\_\_ Date 10/4/2024  
Name: James V. Tureo  
Title: Vice President

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

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

By:  \_\_\_\_\_ Date 10/11/24  
Laramie County Attorney's Office

Exhibit A

**REQUEST FOR BIDS**  
**For**  
**Request for Bids for Body Scanner Equipment**  
**Closing Date: September 27, 2024, 2:00pm**

**The Laramie County Sheriff's Office is seeking qualified bids for the purchase and installation of a body scanner to be utilized within the Laramie County Detention Facility. This equipment is intended to enhance security measures, ensuring the safety and well-being of both staff and inmates. This project is being funded with Federal ARPA funds (ALN # 21.027) and selected vendor will be required to be registered in sam.gov.**

Table of Contents

Sections

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

Attachments

- Bid Form (2 Pages)
- Conflict of Interest Form

## 1.0 PURPOSE & OVERVIEW

The Laramie County Sheriff's Office, located in Laramie County, Wyoming, is inviting bids for the procurement and installation of a body scanner to be used within the Laramie County Detention Facility. The acquisition of this body scanner is essential for enhancing security measures, ensuring the safety of inmates and staff, and preventing the smuggling of contraband within the facility.

The scope of work involves providing a body scanner that meets the latest industry standards for detection capabilities, along with a comprehensive maintenance agreement and customer service support. This includes provisions for regular technological upgrades throughout the service agreement period to ensure the equipment remains state-of-the-art.

Vendors interested in participating in this bidding process should submit detailed proposals that outline their experience with similar installations, compliance with safety and operational regulations, and a thorough breakdown of costs associated with the equipment, maintenance, and support services.

The Laramie County Sheriff's Office is committed to maintaining a secure detention environment that safeguards the welfare of both staff and inmates. We look forward to collaborating with qualified vendors to enhance our security capabilities through the installation of advanced body scanning technology.

## 2.0 SCOPE OF SERVICES

*The winning bidder must be registered in [sam.gov](http://sam.gov) prior to entering into a contract with Laramie County.*

1. **Compliance Standards:**

The body scanner must adhere to all applicable industry standards for security and safety, including compliance with IAEA and ANSI N43.17 standards.

2. **Imaging Capabilities:**

The scanner should feature advanced imaging technology for effective detection of contraband, including both metallic and non-metallic objects.

3. **User Interface:**

The system must be designed for user-friendliness and ensure seamless integration with existing security protocols and systems.

4. **Dimensions and Weight:**

The physical specifications of the scanner must be approximately: **Height:** 94 in (H) × 71 in (W) × 51 in (D) **Weight:** 1575 lbs.

**5. Scanning Speed:**

The scanner should have a maximum scan speed of  $\leq 10$  seconds to allow for efficient processing.

**6. Electrical Power Requirements:**

- **Frequency:** 50/60 Hz ( $\pm 3$  Hz)
- **Voltage:** 110/220 VAC

**7. Functionality:**

- The scanner must include customizable and optional image processing features and operational functions such as remote control, centralized management, smart terminals, and safety accessories.
- It should offer one-click scanning capability, real-time imaging, a modular design for easy installation and maintenance, and the ability to identify threats hidden on and inside the body in a single scan without requiring shoe removal.

**8. Target Contraband Detection:**

The scanner should be capable of detecting contraband concealed under clothing or within body cavities, including, but not limited to, weapons, explosives, drugs, mobile phones, and jewelry.

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 and supplies as outlined above.
  2. Acquire all necessary permits and licenses, arrange for required inspections if necessary.
  3. Delivery of all equipment and supplies
  4. Enter into a written contract for work with Laramie County/Laramie County Sheriff's Office.
  5. 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 Laramie County Sheriff's Office, shall be performed in accordance with Laramie 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 LCSO 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 Business Office of the Laramie County Sheriff's Office at 1910 Pioneer Avenue, Cheyenne, Wyoming 82001 no later than **September 27, 2024, at 2:00pm**. Bids received after this time will not be considered.

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

All proposals must be on 8 ½ x 11 paper. Submitters shall submit three (3) sealed proposals (one (1) original and two (2) copies) of their completed statement of qualifications and fee schedules to:

**Corporal James Moore**  
**1910 Pioneer Street**  
**Cheyenne, WY 82001**  
**Phone: (307) 640-9188**  
**FAX: (307) 633-4723**

Please include the following reference on the front of any envelopes:

#### **Body Scanner Equipment– Laramie County Sherriff's Office**

The complete proposal must include the proposal document with a point by point response in the order listed in the RFB and all other materials requested in the RFB. Vendors may include any additional materials they feel could assist in the evaluation of the proposed bid. However, each question must be responded to individually and completely. References to other documents will not be accepted.

Vendors are cautioned that proposals which do not follow the form required by this RFB will be subject to rejection without review.

LCSO reserves the right to waive all irregularities, formalities and informalities, reject any or all

proposals without prejudice or further obligation and to accept any proposal or combination of proposals deemed desirable is its sole discretion.

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

The Sheriff's Office has scheduled a mandatory site review session on **Wednesday, September 11, 2024, at 2:00 p.m.** All potential bidders are required to attend this on-site inspection to familiarize themselves with the booking area to gain a clearer understanding of the project scope, and address any questions or concerns they may have.

### **3.4 Public RFB Opening**

A public bid opening will take place on **September 27, 2024, at 2:15pm**, at the location listed above. 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 (8am-4pm) at the Laramie County Sheriff'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 Laramie County Sheriff's Office in Cheyenne at, (307) 633-4736 at least five (5) days prior to the date.

### **3.5 Bid Form**

- A. See **Submittal Requirements** for complete details.
- B. The bid form must be signed by an official authorized to legally bind the respondent to all RFB provisions contained herein.
- C. Terms and conditions differing from those in this RFB may be cause for disqualification of the bid.

### **3.6 Questions Concerning RFB**

Questions concerning any portion of this RFB should be directed in writing to the Laramie County Sheriff's Office named below, who shall be the official point of contact for this RFB. Mark cover page, envelope(s), or subject line "**Body Scanner Equipment.**" Submit questions to:

**Corporal James Moore**  
**1910 Pioneer Street**  
**Cheyenne, WY 82001**  
**Phone: (307) 640-9188**  
**FAX: (307) 633-4723**

### **3.7 Clarification and Addenda**

It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable) through the Manager named above. LCSO 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 Laramie County Sheriff's Office 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 Sheriff's Department web site at <https://www.laramiecountywv.gov/Request-for-Proposals> for any addenda.**

### **3.8 Modification or Withdrawal of RFBs**

A proposal which is in any way incomplete, irregular or conditional will not be accepted unless approved in advance by LCSO. By submitting a proposal, vendors agree that any inaccuracy in information given by the vendor to LCSO constitute good and sufficient cause for rejection of the proposal at the time of the delivery.

Once submitted, a proposal may be modified or withdrawn only by appropriate notice to LCSO. Such notice will be in writing over the signature of the vendor. A withdrawn proposal may be resubmitted up to the time designated for the receipt of proposals provided it then fully conforms to the general terms and conditions.

### **3.9 Award**

LCSO reserves the right to award the contract to the respondent(s) that LCSO deems to offer the best overall bid(s). LCSO is therefore not bound to accept a bid on the basis of lowest price. In addition, LCSO 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 LCSO to do so. LCSO also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the LCSO'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 Laramie County Sheriff's Office at (307) 633-4736.

### 3.11 Calendar of Events

Activity:	Date:
RFB Release to Vendors	August 28, 2024 2:00 pm
Site Walkthrough	September 11, 2024 2:00 pm
Last Date for Receipt of Bid	September 27, 2024 2:00 pm
Date of Opening of Bids	September 27, 2024 2:15 pm

### 3.12 Contract Time

LCSO wants the project to be completed by **December 30, 2024**. This timeframe is negotiable depending on availability of materials needed for project.

The responder **MUST** state a guaranteed completion date to include delivery and installation.

In the event of failure to achieve completion by the guaranteed date, the successful responder may be subject to civil liability in accordance with applicable federal, state and local laws and regulations.

### 3.13 Performance of Work

The successful bidder shall perform all work as may be necessary to complete the contract in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, tools, labor or incidentals necessary to complete the work in the best possible and most expeditious manner.

All work shall be done under the inspection of and to the satisfaction of the **Laramie County Sheriff or his Designee**.

### 3.14 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.

Proposals submitted to LCSO for consideration will be held in confidence and not made available to other vendors for review or comparison prior to opening of bids/proposals. The proposals submitted and the terms and conditions specified in each vendor's bid response will remain the property of LCSO.

### **3.15 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.

### **3.16 Commercial Warranty/Manufacturer's Recommendations**

The bidder agrees that supplies or services furnished under any resultant purchase order issued by LCSO, shall be covered by the most favorable commercial warranties the bidder gives to any customer for such supplies or services. All warranty information and certificates shall be furnished and become the property of LCSO upon delivery of said items and all rights and remedies stated in the warranties must be honored by the contractor or his manufacturer.

All items shall be new unless otherwise specifically stated or called for in the bid and must be installed to manufacturer's specifications. All products offered must have passed the first line quality standard as set by the manufacturer and no seconds, blemished articles or items containing defective workmanship will be included.

### **3.17 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.

### **3.18 Wyoming Sales and Use Tax**

Direct purchases of materials by the State of Wyoming or its political sub-divisions (including LCSO) are exempt from Wyoming Sales and Use Tax. Contractors purchasing and consuming materials, equipment and supplies for their performance of alteration, improvement or repair of real property are subject to the Wyoming Sales and Use Tax. Purchases by contractors of equipment, materials and supplies consumed in contracts with the State of Wyoming, its departments and institutions and the political subdivisions thereof (including LCSO) are subject to Wyoming Sales and Use Tax. Contractors must comply with Sales and Use Tax Laws per

Wyoming Statutes 39-6-401 through 39-6-417; W.S. 39- 6-501 through 39-6-5 18 and W.S. 39-6-601 through 39-6-604.

The next three (3) paragraphs summarize directions on following the statutes:

1. Obtain a Sales and Use Tax License from the Department of Revenue and Taxation, State of Wyoming, for the County in which the materials, goods, fixtures and furnishings and all other tangible personal property required by this project are consumed.
2. Report the use, installation or transfer of such property into the project as a sale by licensed vendor and pay any and all taxes due, unless this tax was already included in the purchase price paid to the supplier.
3. The responder shall require each sub-contractor to comply with the same statutes and provisions and shall so stipulate in any agreement or contract with them.

For additional information contact the Department of Revenue and Taxation, Contracts Section, Herschler Building, Cheyenne, WY 82002.

### **3.19 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.

### **3.20 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.

### **3.21 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.

### **3.22 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.

### **3.23 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

### **3.24 Termination / Cancellation of Contract**

LCSO 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.

### **3.25 Incurred Expenses**

This RFB does not commit LCSO to award a contract. Nor shall LCSO 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.

### **3.26 Presentations by Respondents**

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

LCSO 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.

### **3.27 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.

### **3.28 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.

### **3.29 Claim Notice**

The respondent shall immediately report in writing to the LCSO'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.

### **3.30 Bid Acceptance/Rejection**

LCSO 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.

### **3.31 RFB Deposit/Performance Bonds**

The successful bidder must within ten (10) days after notification of award or prior to the beginning of the installation, deliver to LCSO a performance bond for 100% of the accepted proposal price as security for faithful performance of the contract, or other such guarantee as is acceptable to LCSO.

In the event the successful responder uses an installing subcontractor, LCSO reserves the right to require the successful responder to provide a 100% Labor and Material Payment Bond.

## **4.0 PREPARATION OF RFB**

Responders are expected to examine any drawings, specifications, schedules and instructions included in the RFB package. Failure to do so will be at the responder's risk.

If erasures or other changes appear on the RFB forms, such erasures or changes must be initialed by the person signing the RFB.

The Request for Bid number shall appear on any technical data or other information furnished by your firm with this RFB.

Receipt of amendments/addendum by responder must be acknowledged prior to the RFB opening. Addendum received prior to RFB submittal should be acknowledged in the appropriate space on the RFB document. Addendum received after RFB submittal should be acknowledged by letter, fax or e-mail.

Signed RFB sheets and all RFB price sheets on which you have offered pricing must be returned for your RFB to be considered.

Responders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of RFB and delivery time. It is the responsibility of the responder to notify the Laramie County Sheriff's Office immediately if items specified are discontinued, replaced or not available for an extended period of time.

LCSO reserves the right to charge back additional costs (freight, special handling, difference in purchase price, etc.) to the successful responder when items are not supplied as offered.

## **Clarification and Interpretation of the RFB**

The words “**shall**” or “**must**” or “**will**” in this RFB indicate mandatory requirements. Taking exception to any mandatory requirement may be grounds for rejection of the proposal. There are other requirements LCSO considers critical but not mandatory. Therefore, it is important to respond in a brief but concise manner to each section of this document.

Indicate the level of compliance with:

- “Acknowledge” - Vendor has read and understood the information provided, however, no action is required of the Vendor.
- “Comply” - Vendor meets the specifications.
- “Partially comply” - Vendor meets part of the specification, always explain how, or the deviation.
- “Comply with clarification” - Vendor meets the specification; however, the manner in which it is accomplished may be different than specified by LCSO.
- “Exception” - Vendor does not meet specification. Please provide an alternative.

## **5.0 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 – List of Comparable Jobs**

Responders are required to submit with this RFB a listing of comparable jobs completed within the last three (3) years. The listing shall include location of work, brief description of the work completed, system name and model, the name of the contact person and phone number.

Responders are required to include one of the following:

1. Dunn and Bradstreet Rating
2. Standard and Poors Rating
3. Better Business Bureau Rating
4. Financial statement for a period of not less than the previous two (2) years

**Tab 3 – Provide details of current workload and assurance to complete this project.**

**Tab 4 – Provide details of scope of work and a simple timeline of work.**

**Tab 5 - Completed Bid Form (use attached form)**

**Tab 6 – References**

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

**Tab 7 – 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 8 – Insurance**

The vendor must provide all necessary Worker’s Compensation Insurance, General Liability Insurance, and Automobile Insurance where applicable, Products Liability Insurance with the LCSO being included as named/additional insured on the liability insurance policies.

Certificates of Insurance on all such insurance coverage carried by the vendor must be furnished to the Laramie County Sheriff’s Office prior to the commencement of any work.

The minimum insurance limits the vendor will provide are as follows:

Type of insurance:

1. Workman’s Compensation  
Statutory
2. Comprehensive General  
\$1,000, 000  
Liability Insurance  
Bodily Injury (BI)  
Property Damage (PD) Liability (combined limits)

- 3. Automobile Liability
  - \$1,000, 000
  - Liability Insurance
  - Bodily Injury
  - Property Damage Liability (combined limits)

LCSO will be exempt from, and in no way liable for, any sums of money which may represent a deductible on the insurance policy. The payment, if any deductible applies, will be the sole responsibility of vendor providing insurance.

**Tab 9 - Other Information**

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

**6.0 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 LCSO upon terms acceptable to the County. LCSO shall notify the successful responder, in writing, of its intent to include new items under the contract. The successful responder must supply, in writing, its prices on the items plus any discounts it intends to include in the purchase price. This pricing must extend to LCSO the same percentage discounts as stated for comparable items within the original bid.

The selected proposal will become a part of respondent's contractual obligation. The bid and the RFB will be part of and shall be incorporated by reference into the final contract, which shall be executed between the successful respondent and Laramie County after approval from the Laramie County Attorney's Office and the Board of County Commissioners.

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.

Any information provided by LCSO or any vendor prior to the release of this RFB, verbally or in writing is considered preliminary and is not binding for LCSO or the vendor.

The vendor must not make available nor discuss the RFB or any parts of the proposal to or with any employees of LCSO from the date of issuance of the RFB until the proposal submission date.

The vendor must not make available nor discuss any cost information contained in the sealed copy of the bid to or with any employee or member of LCSO from the date of issuance of this RFB until the contract award has been announced, unless allowed by the LCSO in writing for the purpose of evaluation or clarification.

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**

LCSO and 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, LCSO and 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 LCSO and 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 LCSO and Laramie County pursuant to any agreement with LCSO and Laramie County.

### **Limitation On Payment**

LCSO'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 Respondent, the Agreement may be terminated by LCSO at the end of the period for which funds are available. LCSO shall notify Respondent 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 LCSO knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to LCSO in the event this provision is exercised, and LCSO shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

### **Assignment**

After its execution, the contract nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of LCSO.

### **Compliance**

The contractor warrants that all work completed hereunder complies with its response to the RFB, the subsequent contract between the contractor and LCSO, and all applicable Federal, State and local regulations and laws including, but not limited to, the Americans with Disabilities Act as amended.

### **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 LCSO 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: Corporal James Moore**  
**1910 Pioneer Street**  
**Cheyenne, WY 82001**  
**Phone: (307) 640-9188**  
**FAX: (307) 633-4723**

A. The undersigned agrees to furnish **all required materials and labor** to LCSO in compliance with this Request for Bid.

B. By submission of this proposal, the bidder certifies:

Prices in this RFB have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

Prices in this RFB have not knowingly been disclosed by the manufacturer and will not be prior to award to any other supplier.

No attempt has been made nor will be by the manufacturer to induce any other person or firm to submit an RFB for the purpose of restricting competition.

C. The individual signing this RFB certifies that he/she is a legal agent of the manufacturer, authorized to represent the manufacturer and is legally responsible for the decision as to the prices and supporting documentation provided.

D. Assigned representative as required in the Special Provisions.

Vendor \_\_\_\_\_  
Address \_\_\_\_\_  
City/State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone# ( \_\_\_\_\_ ) \_\_\_\_\_ FAX# ( \_\_\_\_\_ ) \_\_\_\_\_  
(Prefer 800 #)

E. Manufacturer's principal place of business:

Vendor \_\_\_\_\_  
Address \_\_\_\_\_  
City/State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone# ( \_\_\_\_\_ ) \_\_\_\_\_ FAX# ( \_\_\_\_\_ ) \_\_\_\_\_

F. Taxpayer identification.

Are you incorporated? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, State of Incorporation: \_\_\_\_\_

What is your Taxpayer Identification Number?



Social Security # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
OR

Employer Identification # \_\_\_\_\_

G. Bid prices are firm for \_\_\_\_\_ days after bid opening for evaluation of bid.

H. Discounts will be allowed for prompt payment as follows:

20 Calendar Days \_\_\_\_\_ %    30 Calendar Days \_\_\_\_\_ %

Every attempt to take prompt payment discounts for less than twenty (20) calendar days will be made; however, no consideration will be given during the bid award evaluation.

I. Specify Guaranteed Date of Completion if different than Date: \_\_\_\_\_

J. Check to Specify the Following Required Submittals Have Been Supplied:

- \_\_\_\_\_ Original and two (2) copies of bid
- \_\_\_\_\_ Company information
- \_\_\_\_\_ Executive Statement
- \_\_\_\_\_ Insurance
- \_\_\_\_\_ Proof of Insurance
- \_\_\_\_\_ Proof of applicable licenses (city and/or state)
- \_\_\_\_\_ Standard product agreement
- \_\_\_\_\_ All minimum requirements have been answered and addressed by item
- \_\_\_\_\_ Budget for the proposed work to include: (Breakdown to include all costs. The successful proposer will bear the burden of any and all undisclosed costs.)

K. Check to acknowledge receipt of addendum and/or amendment \_\_\_\_\_ if applicable.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Authorized RFB. — Typed

\_\_\_\_\_  
Street Address/P.O. Box

\_\_\_\_\_  
Signature of Authorized RFB.

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Date

**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)