

**PURCHASE AGREEMENT BETWEEN  
LARAMIE COUNTY, WYOMING & COMMAND SOURCING, INC.**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, WY 82003-0608, ("COUNTY") and Command Sourcing, Inc., 6100 Horseshoe Rd. STE A #228, Loomis, CA 95650 ("CONTRACTOR"). The parties agree as follows:

**I. PURPOSE**

The purpose of this Agreement is to provide for the purchase of a new UVC Robot-M15 by the Laramie County Sheriff's Office from CONTRACTOR, as described in the attached Invoice No. 903201 and Quotation No. 812201. The agreement of the parties includes this Agreement and the following documents, which are attached and incorporated herein by this reference:

- Invoice dated September 29, 2020 (Attachment A)
- Quotation dated August 12, 2020 (Attachment B)

In the event of a conflict in these documents, the terms of this Agreement shall control.

**II. TERM**

This Agreement shall commence on the date of the last signature affixed hereto and remain in full force and effect until terminated as provided herein.

**III. PAYMENT**

COUNTY shall pay CONTRACTOR a sum not exceeding thirty five thousand eight hundred six dollars (\$35, 806.00) as consideration for a guaranteed delivery date on or before December 15, 2020 of a UVC Robot-M15, or submission of other documentation certifying delivery of materials or other items as indicated in Quote 812201 (Attachment B). 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).

**V. RESPONSIBILITIES OF CONTRACTOR**

A. CONTRACTOR shall furnish the goods as described in the attached documents (described in ¶ I. above), as modified by this Agreement.

B. All prices are FOB point of Buyer. CONTRACTOR bears all responsibility for loss or damage to the products during shipment, and all responsibilities only cease when the products are delivered, inspected and accepted by the Laramie County Sheriff's Office.

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. It is agreed that finished or unfinished documents, data or reports, prepared by CONTRACTOR under this contract shall be considered the property of the COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

## **VI. GENERAL PROVISIONS**

A. Acceptance Not Waiver: COUNTY's acceptance or approval of the products furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for its obligations hereunder. COUNTY's payment for any of the products shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

B. 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 COUNTY upon notice to CONTRACTOR, (c), by CONTRACTOR, with thirty (30) days' prior written notice to the other party; or (d) upon mutual written agreement by both parties.

C. Entire Agreement: This Agreement (5 pages) and the documents listed in ¶ I. above represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, written or oral.

D. 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.

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

F. 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.

G. 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 or the Federal District Court, District of 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.

H. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs 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.

I. 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.

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

K. 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.

L. 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 reasonable expenses arising from or in connection with negligent acts or omissions, willful misconduct, or defective products provided by CONTRACTOR pursuant to this Agreement except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees.

M. 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.

N. 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.

O. 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.

P. 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 effected 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.

Q. 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.

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

**PURCHASE AGREEMENT BETWEEN  
LARAMIE COUNTY, WYOMING & COMMAND SOURCING, INC.**


**Signature Page**

LARAMIE COUNTY, WYOMING

By:  \_\_\_\_\_  
Gunnar Malm, Chairman, Laramie County Commissioners


Date 10/28/20

ATTEST:

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

Date 10-28-2020

CONTRACTOR: COMMAND SOURCING, INC.

By:  \_\_\_\_\_  
Title: Jack McLaughlin, Command Sourcing, Inc. VP/COO

Date 10/15/20

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  \_\_\_\_\_  
Laramie County Attorney's Office

Date 10/28/2020



# Invoice

**Command Sourcing, Inc.**

6100 Horseshoe Bar Rd, STE A #228

Loomis, CA 95650

www.commandsourcing.com

sales@commandsourcing.com

INVOICE NO. 903201

DATE September 3, 2020

**BILL TO** Laramie County  
Attn: Accounts Payable  
1910 Pioneer Ave  
Cheyenne, WY 82001

**SHIP TO** Laramie County Sheriff's Office  
Attn: LT Tim Johnson  
1910 Pioneer Ave  
Cheyenne, WY 82001

Command Sourcing Tax ID #	PO #	Salesperson	Sales Contact Info:	PAYMENT TERMS	DUE DATE
81-2441946		Rick Crays	307-797-9614	50/50	Upon Receipt

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	UVCR15A	UVC Robot - M15 - 2-Wheel Style Unit Includes: Remote, Signage, Starter Guide, Data Storage and 12-month Standard Warranty	\$ 35,000.00	\$ 35,000.00
1.00	SHP	Shipping and Handling (waived due to volume purchase)	\$ 806.00	\$ 806.00

**Comments or special instructions:**

Payment Terms: \*50% Down and 50% when delivered. Must provide tax exempt certificate or note that taxes outside of California shall be assessed by the purchaser. 4% service charge on payment by Credit Card. Return Policy: Command Sourcing must be notified prior to receipt of any returned items and a restocking fee may be assessed.

<b>TOTAL</b>	<b>\$ 35,806.00</b>
<b>DUE NOW</b>	<b>\$ 17,903.00</b>
<b>DUE UPON DELIVERY</b>	<b>\$ 17,903.00</b>



## Quotation

### Command Sourcing, Inc.

6100 Horseshoe Bar Rd, STE A #228  
Loomis, CA 95650  
www.commandsourcing.com  
sales@commandsourcing.com

QUOTE NO. 812201

Date August 12, 2020

Delivery Date:	Running 4-6 weeks and no later than 12/30/20 if ordered by 9/15
----------------	---

**BILL TO** Laramie County  
Attn: Accounts Payable  
1910 Pioneer  
Cheyenne, WY 82001

**SHIP TO** Laramie County  
Attn: LT Tim Johnson  
1910 Pioneer  
Cheyenne, WY 82001

PO #	Submit Orders to:	Contact Person Email:	Contact Person Phone:	Payment Terms	Quote Valid Until
	Rick Crays	<a href="mailto:rcrays@commandsourcing.com">rcrays@commandsourcing.com</a>	307-797-9614	*50/50	9/15/20

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	UVCR20A	UVC Robot - M15 or 20 amp - Includes 2-Wheel or 8-Caster Wheel Versions (Up to 8 can be linked together depending upon room size and cleaning need.) Includes: Remote, Signage, Starter Guide, Data Storage and 12-month Standard Warranty	\$ 35,000.00	\$ 35,000.00
1.00	SHP	UVC Robot *Estimated Shipping and Handling (Please specify if lift gate is needed)	\$ 806.00	\$ 806.00
0.00	UVBULB	UVC Replacement Bulb M15/20 ***OPTIONAL***	\$ 149.00	\$ -
0.00	XWARUV	UVC Robot Extended Warranty (per unit, per year) ***OPTIONAL*** - All labor, travel time and travel expenses - All replacement parts required	\$ 2,500.00	\$ -

### Comments or special instructions:

Sales Tax: \$ -

Payment Terms: \*50% Down and 50% when delivered. Must provide tax exempt certificate or note that taxes outside of California shall be assessed by the purchaser. 4% service charge on payment by Credit Card. Shipping FOB origin, Return Policy: Command Sourcing must be notified prior to receipt of any returned items and a restocking fee may be assessed.

**Total: \$ 35,806.00**