

**AGREEMENT FOR OUTDOOR SIREN MAINTENANCE AND INSTALLATION
BETWEEN ABSOLUTE SOLUTIONS, INC., and
LARAMIE COUNTY, WYOMING**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Absolute Solutions, Inc, 1618 E. 11th Street, Cheyenne, Wyoming 82001 ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is for the COUNTY to contract for siren maintenance and installation services from the CONTRACTOR as specified in RFP 22-S01 and the CONTRACTOR'S response attached hereto as Attachment A and fully incorporated herein (hereinafter "Agreement").

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until December 31, 2025.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall pay CONTRACTOR for services upon receipt of the CONTRACTOR's invoice to the COUNTY as detailed in Attachment A. The total annual amount paid to the CONTRACTOR shall not exceed \$39,195.00 (bid amount), unless negotiated by both parties in writing. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall provide and complete the services described in Attachment A, attached hereto and fully incorporated herein.

B. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by CONTRACTOR under this contract shall be considered the property of the COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

C. CONTRACTOR agrees to submit an invoice for payment within 30 days of any performed maintenance or service.

D. CONTRACTOR agrees to respond to calls for service deemed urgent by the COUNTY within 48 hours of receipt of call out.

V. GENERAL PROVISIONS

A. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

B. Preference-Wyoming Labor: Should the subject of this agreement constitute the construction, reconstruction, improvement, enlargement, alteration, or repair, of any public works project or improvement, by signature below CONTRACTOR acknowledges the requirement for the use of Wyoming labor pursuant to W.S. §16-6-203 as amended, except in circumstances as provided by law including, but not limited to W.S. §16-6-201 et seq.

C. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

D. 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.

E. Entire Agreement: This Agreement (5 pages) and Attachment A (18 pages) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

F. 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.

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

H. 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.

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

J. 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.

K. 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.

L. 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.*, and/or any properly promulgated rules and regulations relating thereto.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

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

U. Controlling Authority: To this extent this agreement is inconsistent with the purchase order or its referenced documents, this agreement controls.

AGREEMENT FOR OUTDOOR SIREN MAINTENANCE AND INSTALLATION
BETWEEN ABSOLUTE SOLUTIONS, INC., and
LARAMIE COUNTY, WYOMING

Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:


By: _____ Date _____
Laramie County Clerk

CONTRACTOR:

By:  _____ Date 10/6/22

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 10/11/22
Laramie County Attorney's Office

REQUEST FOR PROPOSAL (RFP 22-S01)

For

CHEYENNE/LARAMIE COUNTY EMERGENCY MANAGEMENT AGENCY

OUTDOOR WARNING SIREN MAINTENANCE

For

CHEYENNE AND LARAMIE COUNTY, WYOMING

Issued by:

Cheyenne/Laramie County Emergency Management Agency

Proposal Statements Due:

4:00 PM

September 1, 2022

At:

Cheyenne/Laramie County Emergency Management Agency

Beth Harris, Executive Assistant

3962 Archer Parkway

Cheyenne, WY 82009

Phone: (307) 633-4336

Email: beth.harris@laramiecountywyo.gov

Request for Proposal (RFP 22-S01)

Laramie County Outdoor Warning Siren Maintenance Contract

The Cheyenne/Laramie County Emergency Management Agency, hereafter “CLCEMA”, is issuing this request for proposals, (RFP), for the outdoor warning siren maintenance and installation of sirens located in the City of Cheyenne and Laramie County.

BACKGROUND

The Cheyenne/Laramie County Emergency Management Agency (CLCEMA) is the agency responsible for the overall operation of the outdoor warning sirens throughout Laramie County including the Town of Albin, Town of Burns, Town of Pine Bluffs and the City of Cheyenne. The outdoor warning siren system consists of sixty seven (67) pole mounted sirens, one (1) light notification signal, and two (2) siren activation boxes. The activation of the sirens is done via radio communications, stationary computer modules, and via the CommanderOne portal via the internet. Sirens are individually addressed and placed in right-of-way areas or areas where a Memorandum of Understanding has been signed between CLCEMA and the owning organization. CLCEMA may delegate all or portions of its responsibilities to properly maintain the warning system to a third party through a maintenance contract.

CLCEMA, through this RFP, is seeking responses from an electrical services company for the outdoor warning siren maintenance and installation project. The company shall oversee the annual maintenance of the system, conduct repairs as requested by CLCEMA, install new sirens as designated and work with various CLCEMA partners to resolve issues as they arise. The outdoor warning sirens are provided in the interest of public safety during severe weather times and therefore are considered a high priority when repairs are requested by CLCEMA.

RFP OBJECTIVES

This RFP is issued to solicit responses for a siren maintenance contractor, to provide maintenance and installation services according to CLCEMA requirements. The maintenance contractor shall perform the work fully outlined in the Scope of Work. CLCEMA shall perform the work outlined in Agency Responsibilities.

TERM/EFFECTIVE DATE

The successful respondent shall be required to enter into a subsequent agreement with CLCEMA, which will become effective upon award of the contract by CLCEMA and shall be in effect for a period of three (3) years. The contract year begins JANUARY 1ST, 2023 and expires on DECEMBER 31ST, 2025. Contract renewal will be determined prior to the end of the contract based on a performance review.

Request for Proposal (RFP 22-S01)

COMPENSATION

The subsequent contract will be a payment for services upon receipt of invoice. The maintenance contractor shall submit invoices for payment within 30 days of the performed maintenance according to the Scope of Work.

Proposal Due Date: September 1st, 2022 at 4:00pm

Return Proposals to: Cheyenne/Laramie County Emergency Management Agency
Attention: Beth Harris, Executive Assistant
3962 Archer Parkway
Cheyenne, WY 82009

PREPARATION OF PROPOSAL

- 1) All proposals must contain a proposal signature page. Emailed proposals will not be considered.
- 2) The person authorized to sign the proposal must submit the proposal documents with an original ink signature.
- 3) The authorized person signing the offer shall initial any modifications in the proposal in original ink.
- 4) Number of days shall be calendar days for proposal purposes.
- 5) Submit one (1) original and three (3) copies of the proposal.
- 6) Proposals must be submitted in a sealed envelope with the RFP number and proposer's name and address clearly indicated on the sealed envelope. The CLCEMA Executive Assistant will receive sealed proposals for the services specified until the time and date stated.
- 7) Any questions or requests for clarification must be submitted in writing or via email. The CLCEMA Executive Assistant's response to questions or clarifications regarding the RFP shall be considered final.

Submit questions to: Beth Harris, Executive Assistant
Cheyenne/Laramie County Emergency Management Agency
3962 Archer Parkway
Cheyenne, Wyoming 82009
Beth.harris@laramiecountywy.gov

LATE PROPOSALS

Late proposals will not be considered after the time and date stated: September 1st, 2022 at 4:00pm

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WITHDRAWAL OF PROPOSAL

A proposer may provide written notice to withdraw their proposal at any time prior to the specified proposal due time and date.

PROPOSAL FORMAT

The proposer must use the following format:

- 1) **Table of Contents** – List areas of proposal.
- 2) **Project Team** – Should any respondent intend to sub-contract, share, out-source or delegate any responsibilities, respondents must identify any such sub-contractors or other and their positions, briefly outlining the responsibilities of each member. Include any anticipated sub-consultants within the team. Detailed resumes shall be attached to identify the public and/or private experience and qualifications of the individual team members.
- 3) **Scope of Services** – All proposers will identify how they can perform the services outlined in the Scope of Work. Proposers may provide additional information, which would be useful to the committee in evaluating the proposal.

EVALUATION CRITERIA

Telephone and/or personal interviews of the respondents may be conducted. Proposers may be required to make individual presentations to CLCEMA in order to clarify their proposals. The purpose of any requested presentation is to review the submitted proposal and provide CLCEMA the opportunity to ask questions or obtain clarifying information from the proposal. If CLCEMA determines such presentations and interviews are necessary, the presentation and interview of the respondent will occur within ten (10) calendar days of the request of CLCEMA. Any costs incurred for the presentation and interview of the respondent are the responsibility of the proposer.

All submitted proposals shall be evaluated by CLCEMA utilizing the following criteria:

- 1) Ability and willingness of the proposer to meet or exceed the specifications, scope of work and standards outlined in the RFP.
- 2) Demonstrated experience in the maintenance of communication systems. Proposals shall include qualifications of the respondent.
- 3) Working knowledge of relevant local laws, regulations and policies.
- 4) Satisfactory reference checks relating to past work relationships, including past performance in contractual work. The proposer will also be scored on level of knowledge, reliability, availability, flexibility and ability to meet the Scope of Work requirements.
- 5) Experience involving electrical and maintenance services with various organizations.
- 6) Capacity to complete the work in a timely manner as described in the Scope of Work.

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- 7) CLCEMA may also consider any information otherwise available, but not limited to technical, and qualifications relative to ability, capacity, integrity, ethical, performance record and experience of the proposer.
- 8) Written confirmation that the proposer, if selected and approved, agrees that the start/initiation for services will begin with the effective date of the Agreement and that the Scope of Work outlined will be completed on or before JANUARY 1ST, 2023.

CLCEMA 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 to be in the best interest of CLCEMA.

SCOPE OF WORK

- 1) The selected respondent will serve as the designated maintenance contractor for CLCEMA outdoor warning sirens pursuant to Contract provisions of the Maintenance Contract.
- 2) Laramie County or Wyoming contractors shall be preferred.
- 3) Contractor shall be available at the request of the Director of CLCEMA, or CLCEMA designee, to perform needed maintenance and service on the outdoor warning sirens.
- 4) Contractor shall maintain reasonable communication with CLCEMA concerning the progress of maintenance and installation of the outdoor warning sirens.
- 5) An inventory of all supplies related to the maintenance of the outdoor warning sirens shall be provided to CLCEMA on a quarterly basis on the first of that month beginning the third month after the start of the Contract on JANUARY 1ST, 2023.
- 6) Contractor shall consider any request for repairs to an outdoor warning siren as a high priority due to their importance in the interest of public safety. If repairs are unable to be conducted in a timely manner, the Contractor must notify and make arrangements with CLCEMA.
- 7) Contractor shall perform an annual inspection on all sirens to ensure they are in proper working condition. The annual inspection shall be completed by April 1st of each year unless another date is agreed upon by both parties prior to that date.
- 8) Contractor shall complete the Preventative Maintenance Check List (Attachment A) provided by CLCEMA annually by April 1st of each year unless another date is agreed upon by both parties prior to that date. If the Contractor must outsource the completion of any items on the check list, the Contractor shall make arrangements with the external company to perform the maintenance upon approval by the Director of CLCEMA or their designee.
- 9) When maintenance for an outdoor warning siren requires an audio activation test, the Contractor shall make arrangements with CLCEMA so that proper notifications in the area of the test can be made prior to the activation of the siren.

Request for Proposal (RFP 22-S01)

- 10) Contractor shall notify CLCEMA prior to conducting maintenance on restricted properties that require notification. A list of these properties will be provided to the Contractor.
- 11) If requested, Contractor shall provide installation of additional early warning sirens, at a price to be agreed upon by the Contractor and the Director of CLCEMA.
- 12) After completion of maintenance and/or installation on any outdoor warning siren, the Contractor shall include with their invoice for services an itemized list of all services performed.
- 13) Contractor shall include with any submitted invoices a detailed report of work completed using a format agreed upon between the Contractor and the Director of CLCEMA, or CLCEMA designee.
- 14) Contractor shall provide all requested services in conformance with industry standards.
- 15) Contractor shall provide all services in a manner designed to protect warranties on equipment and infrastructure.
- 16) Contractor shall, at times, be required, at the request of CLCEMA to work with a local radio shop to service internal siren radios for frequency or communication issues.
- 17) Contractor agrees to retain any required records for three (3) years after Laramie County makes final payment and all other matters relating to the Agreement are concluded.
- 18) Contractor shall agree to permit access by Laramie 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. Finished or unfinished documents, data or reports, prepared by Contractor under this contract shall be considered the property of Laramie County and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of Laramie County, will be turned over to Laramie County.
- 19) Contractor will be encouraged to seek Federal Signal certifications however, if not acquired, Contractor will at times be required to work with a Federal Signal certified company for maintenance and installation.

CLCEMA RESPONSIBILITIES

CLCEMA shall:

- 1) Provide updates to the Contractor on any sirens that may indicate that repairs/maintenance are needed via email.
- 2) Provide a point of contact for day-to-day Contractor activities.
- 3) Make arrangements with restricted properties so that the Contractor may gain access to these locations to make the necessary repairs on an outdoor warning siren.

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- 4) Provide feedback regarding job performance and guidance to the Contractor.
- 5) Work with Contractor to determine any new installation locations and assist Contractor with documentation requirements for new installations.
- 6) When needed, CLCEMA will assist Contractor with any orders through Federal Signal for new sirens or parts.

OBLIGATIONS

The issuance of this RFP does not obligate CLCEMA, the City of Cheyenne or Laramie County to pay any costs incurred in the preparation and submission of proposals.

AWARD OF CONTRACT

Each proposal shall be submitted with the understanding that the successful proposer will be required to execute a contract.

CONFLICT OF INTEREST

CLCEMA 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.

SELECTED PROPOSAL

A review of previous experiences, expertise of firm, reputation, and references, will provide the necessary information to select one or more firms or individuals. CLCEMA shall not be bound exclusively to any single firm or individual during the term of any contract as provided herein. CLCEMA may at its option, create a short list of proposals received and invite if necessary, these firms or individuals for interviews.

CLCEMA reserves the right to negotiate a contract with one or more firms or individuals as selected. If the BOARD is unable to negotiate a satisfactory contract with any selected firm, negotiations shall be terminated and the BOARD may undertake negotiations with other qualified firms or individuals

CLCEMA reserves the right to reject any or all submittals or to waive minor defects or irregularities in the submittal. CLCEMA further reserves the right, without prior notice, to supplement, amend or otherwise modify this RFP or otherwise request additional information from any or all applicants. By submitting a proposal, the respondent thereby agrees CLCEMA's decision concerning any submittal in any respect is final, binding and conclusive for all purposes, and acknowledges CLCEMA in its sole discretion may waive or deviate from the procedures and/or timetable outlined. All materials submitted become the property of CLCEMA and may be made available to the public except as specified herein.

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GOVERNMENTAL/SOVEREIGN IMMUNITY

CLCEMA does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by issuing this RFP or entry into any subsequent Agreement. Furthermore, the BOARD fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law.

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.

NON-BINDING CLAUSE

The preceding RFP-22-S01 represents the cooperative non-binding recommendation of the parties in regard to the need for a review of and recommendations related to, the Outdoor Warning Siren Maintenance Contract in the City of Cheyenne and Laramie County.

RETENTION OF RIGHTS

CLCEMA reserves the right to accept or reject any or combination of proposals for any reason and to waive any irregularities in any proposal.

GENERAL PROVISIONS

Any selected responder will be required to enter into a written Agreement with CLCEMA. The following general provisions, and/or similar provisions will constitute part of the subsequent contract entered into by the selected responder:

- 1) **Independent Contractor:** The services to be performed by Contractor are those of an independent contractor and not as an employee of CLCEMA, City of Cheyenne, or Laramie County. Contractor is not eligible for any benefits from any agency represented by CLCEMA and will be treated as an independent contractor for federal tax filing purposes. Contractor assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. Contractor is free to perform the same or similar services for others.
- 2) **Acceptance Not Waiver:** CLCEMA approval of the reports, and work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for the technical accuracy of the work. CLCEMA approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

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- 3) **Termination:** This Agreement may be terminated:
 - a. By either party for failure of the other party to comply with the terms and conditions of this Agreement, provided the party deemed to have failed to comply with the terms of this Agreement shall have forty-five (45) days, from written notification of the other party, to rectify the situation;
 - b. By either party, with thirty (30) days prior written notice to the other party; or
 - c. Upon mutual written Agreement by both parties.
- 4) **Entire Agreement:** This Agreement (12 pages) represents the entire and integrated Agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.
- 5) **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.
- 6) **Modification:** This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.
- 7) **Invalidity:** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if CLCEMA 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.
- 8) **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 CLCEMA in executing this Agreement. This provision is not intended nor shall it be construed to waive CLCEMA's governmental immunity as provided in this Agreement.
- 9) **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.
- 10) **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, national origin or other protected class.
- 11) **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., and/or any properly promulgated rules and regulations relating thereto.

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- 12) **Indemnification:** To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless CLCEMA, 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 CLCEMA. The Contractor shall carry liability insurance sufficient to cover its obligations under this provision and provide CLCEMA with proof of such insurance.
- 13) **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, pandemics, 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.
- 14) **Limitation on Payment:** CLCEMA'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 CLCEMA at the end of the period for which funds are available. CLCEMA 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 CLCEMA knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to CLCEMA in the event this provision is exercised, and CLCEMA 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 CLCEMA to terminate this Agreement in order to acquire similar services from another party.
- 15) **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.
- 16) **Compliance with Laws:** Contractor shall comply with all applicable laws, regulations and ordinances, whether Federal, State or local, including but not limited to the publication of payment requirements pursuant to W.S. 16-6-116.
- 17) **Payments:** Any payments due under the Agreement shall be made in accordance with Wyoming Statute §16-6-602 (as amended).

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ATTACHMENT A

The maintenance on the sirens will be conducted at the beginning of the season on all sirens before June 1st. After performing maintenance on a siren please provide the following information:

- A list of work that was completed per siren
- If replacing multiple of one item (i.e. batteries) provide the number replaced and the date. This information is sent to Blue Valley for their records as well as for EMA.
- Contact CLCEMA when arrangements must be made for access to siren sites.
- Email CLCEMA when maintenance has been completed and what sirens were worked on.

When a Quiet Test needs to be conducted at the Municipal Building, contact CLCEMA so that contact can be made to everyone.

M/N 2001 (AC) or (DC) or (AC/DC) Preventative Maintenance Check List

(Use the following as applicable)

- Inspect Installation
 - Pole stability
 - Hardware
 - Cabinets
 - Disconnect
 - Grounds
 - Antenna System
- Batteries
 - Check for approved batteries
 - Check and clean any corrosion
 - Check that all connections are tight
 - If batteries are (3) years old
 - Non-Contract - Recommend replacement to customer
 - Contract – Replace as directed by BVPS work order
 - Check battery voltage (with the following method) under siren start-up load
 - Turn off AC power
 - Measure siren start-up voltage (batteries should hold at a minimum of 48 VDC)
 - Battery Chargers
 - Check charger voltages with charger test set (They should be set at 13.5 VDC)
 - Check individual battery voltages (should be +12 VDC)
 - Turn on AC power
 - Check individual battery voltages (should be 13.5 VDC)
- Transformer/Rectifier
 - Check output voltage and polarity (46-48 VDC)
 - If voltage is higher check while running rotator
 - Check input taps if voltage is not correct

Request for Proposal (RFP 22-S01)

- Rotator
 - Check for 360 degree operation
 - Note if rotator is belt or direct drive for file
 - If unit is belt drive – check for pulley rubbing
 - If bucket truck will reach – check and replace belt per specification as needed
- Final test at siren site
 - Activate siren using a Quiet Test
- On One-Way Systems **Only** have Cancel sent from based and confirm operation at siren site

Two-Way Systems:

- Check hand shake communications with Base by pushing door switch
- Check Sensor operation to include:
 - AC (sensor may take up to on minute to change states)
 - Battery (low battery light should not come on during Quiet Test)
 - Rotator (if required adjust per the following)
 - Belt Drive Rotator Donut Sensor
 - On Belt Drive use Donut Sensor only for replacement
 - Adjust TP4 to 4.06 VDC
 - Adjust TP2 to 4.64 VDC
 - Solder Jumper - IN
 - New Style Gear Drive Rotator Sensor
 - Read instructions on the board
 - Wire connector for gear drive
 - Remove both plug in jumpers
 - Chopper (if required adjust per the following)
 - Siren Current Donut Sensor
 - Adjust TP4 to 4.64 VDC
 - Adjust TP2 to 7.00 VDC
 - Intrusion (check light with door switches)
- Final test at siren site:
 - Growl (Quiet) Test
 - Verify Rotation and Current sensor operation
 - Push Reset Button
- Remote test from computer as follows: (as allowed by customer)
 - Perform Quiet Test
 - Poll Site
 - Observe Time and Date Stamp change

Cheyenne/Laramie County Emergency Management Agency

RFP 22-S01 Outdoor Warning Siren Maintenance

Bid closing September 1, 2022

Quote presented by:

Absolute Solutions, Inc
1618 E 11th Street
Cheyenne, WY 82001



Cheyenne/Laramie County Emergency Management
Agency

RFP 22-S01
Outdoor Warning Siren Maintenance

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Bid Proposal

Presented by:

Absolute Solutions, Inc.
1618 E 11th Street
Cheyenne, WY 82001
307-637-3459



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 2020 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

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 state. 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.

PROJECT TEAM AND TRAINING

We also have already completed training for products we support including Motorola. We are willing to get the additional certifications from Federal Signal if awarded this project to make sure we are as prepared as we can be. We will have all necessary employees through our company and don't foresee using any subcontractors.

ABSOLUTE SOLUTION'S COMPANY STRUCTURE

Rick Derr
Co-Owner
Absolute Solutions – 7 years

Action Communications - 33 Years

Kent Sager
Co-Owner
Absolute Solutions – 7 years

Action Communications - 33 Years

Rhiannon White
Sales and Office Manager
5 years

Ethan Schanzenbach
Service Manager
3 years

Damon Ellis
Radio Technician
5 years (initially with Scholl Oil and Transportation)

Zach Urban
Installer
1 year

Liam Sager
Installer
9 months

Cheyenne/Laramie County Emergency Management Agency

RFP 22-S01
Outdoor Warning Siren Maintenance

Reference of Work

Eastern Laramie County Landfill
Deployment of new repeater system
Completed March 2022
Vicki Purdum – Office Manager
307-547-3791

Torrington Police Department
Updating radio and console fleet
Ongoing
Matt Johnson – Police Chief
307-531-7001

Wyoming Honor Conservation Camp
Replacement of repeaters and radio fleet
Completed August 2022
Todd Martin – Warden
307-746-4436

Wyoming Medium Correctional Institute
Replacement of repeaters and radio fleet
In Progress
John Cole – Facility Manager
307-532-6663

More are available upon request



Presented by:
Absolute Solutions, Inc.
1618 E 11th Street
Cheyenne, WY 82001
307-637-3459

Cheyenne/Laramie County Emergency Management Agency

RFP 22-S01 Outdoor Warning Siren Maintenance

Scope of Services

Absolute Solutions agrees to the Scope of Work as worded on the Request for Proposal including priority call out from our office in Cheyenne.

Additional support that would be provided outside the Scope of Work at no additional cost includes:

- Battery load test during Preventative Maintenance
- Radio test of power and verifying frequency during Preventative Maintenance
- Top inspection via lift during Preventative Maintenance

Additional support that would be provided for maintenance of the siren system additional costs:

- Tuning and repair of radio units

Presented by:

Absolute Solutions, Inc.
1618 E 11th Street
Cheyenne, WY 82001
307-637-3459



Cheyenne/Laramie County Emergency Management Agency

RFP 22-S01 Outdoor Warning Siren Maintenance

Bid Proposal

The undersigned bidder offers to accept all evaluation criteria and scope of work listed in the request for proposal. For the bid price we will also include a battery load test, radio test of frequency and power and a top inspection via lift during the Preventative Maintenance Check.

Annual Cost: \$39,195.00

Additional costs:

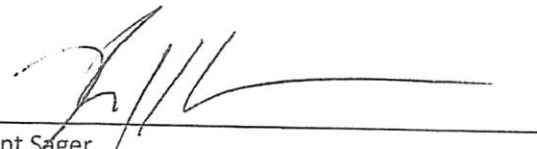
Priority call out during office hours - \$125 per hour/per man, minimum \$125 charge

Priority call out after hours - \$250 per hour/per man, minimum \$250 charge

Deployment of lift (outside Preventative Maintenance) - \$200 plus minimum of 2 man call out
*if lift is available

Presented by:

Absolute Solutions, Inc.
1618 E 11th Street
Cheyenne, WY 82001
307-637-3459


Kent Sager

8/31/22
Dated

