

**LARAMIE COUNTY
CORONER'S OFFICE
NOTICE OF AWARD**

MTX Medical Solutions, Inc.
5835 Interstate Ave, Suite B
Billings, MT 59101
866-348-3062

Dear MTX Medical Solutions Inc.,

Laramie County, having duly considered the proposals submitted on November 22, 2019, for the purchase, installation and training on a digital portable X-ray machine and accessories as outlined in the RFP, and it appearing that your proposal for performing the work outlined is fair, equitable, and in the best interest of the County, the bid items are hereby accepted at the bid prices contained therein.

In accordance with the terms of the RFP documents, you are required to execute the formal Agreement within fifteen (15) consecutive calendar days from the date of this Notice.

By: _____

Title: _____

Date: _____

ATTEST: _____

- Enc: 1. Agreement (2 copies)
 2. Accepted bid sheet

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
LARAMIE COUNTY ATTORNEY



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LARAMIE COUNTY ATTORNEY



Bid Tabulation Digital Portable X-Ray Machine Equipment
Friday November 22, 2019 at 10:15am

<u>Bidder</u>	<u>Experience</u>	<u>Meets Scope of Work</u>	<u>Meets Specifications</u>	<u>Schedule</u>	<u>Past Performance</u>	<u>Wyoming Preference</u>	<u>Insurance and Bond</u>	<u>Bid Price</u>
MTX Medical Solutions, Inc.	20 years providing medical services and supplies	Yes	Yes, all equipment, installation and training components met in proposal	NA	Known for work in Colorado-familiar with technology	NA-Federal Funds	NA	\$55,300.00



A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov.

 [Log In](#)

[Login.gov FAQs](#)

 **ALERT:** SAM.gov will be down for scheduled maintenance Saturday, 11/23/2019, from 8:00 AM to 2:00 PM.

 **ALERT:** A December 6th change to TLS Cipher Suites could impact browsers and web clients. System-to-System users should contact FSD for details.

Entity Dashboard

- Entity Overview
- Entity Registration
 - Core Data
 - Assertions
 - Reps & Certs
 - POCs
- Exclusions
 - Active Exclusions
 - Inactive Exclusions
 - Excluded Family Members

[RETURN TO SEARCH](#)

MTX MEDICAL SOLUTIONS, INCORPORATED
DUNS: 168604135 CAGE Code: 4GGB1
Status: Active
Expiration Date: 03/03/2020
Purpose of Registration: All Awards

5835 INTERSTATE AVE UNIT B
BILLINGS, MT, 59101-6378
UNITED STATES

Entity Overview

Entity Registration Summary

Name: MTX MEDICAL SOLUTIONS, INCORPORATED
Business Type: Business or Organization
Last Updated By: JOEY PALMER
Registration Status: Active
Activation Date: 03/04/2019
Expiration Date: 03/03/2020

Exclusion Summary

Active Exclusion Records? No



IBM-P-20191107-1527
WWW4

Search Records	Disclaimers	FAPIS.gov
Data Access	Accessibility	GSA.gov/IAE
Check Status	Privacy Policy	GSA.gov
About		USA.gov
Help		

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.



5835 Interstate Ave, Suite B
Billings, MT 59101
Phone: (866) 348-3062

ABOUT US:

MTX Medical Solutions, Inc. has been in serving medical professions and BioMedical solution since 1999 providing the most reliable x-ray products and service to the medical profession. We serve all of the following, but not limited to North Dakota, South Dakota, Wyoming, Montana, Nebraska, Idaho and Colorado. We strive to serve our customers with the utmost professionalism, service and loyalty. MTX Medical Solutions works with only the best vendors in the industry to ensure that our customers receive the best x-ray equipment at a reasonable price. We want to earn, keep and continue to handle all your x-ray and BioMed needs.

ORGANIZATIONAL STRUCTURE:

Ron Rowley, Owner and Service Engineer
Doug Alexander, President and Sales
Chris Lickteig, Regional Sales Manager
Tim Deml, Service Engineer
Matt Shook, Service Engineer
Joey Palmer, Office Manager

OWNERSHIP INTERESTS:

We are a small Limited Liability Corporation with a single owner.

ACTIVE BUSINESS VENUE:

Montana

South Dakota

North Dakota

Wyoming

Colorado

Idaho

PRESENT STATUS AND PROJECTED CORPORATE DIRECTION:

MTX provides service and support for almost any brand of equipment on the market today. We employ three highly trained and schooled service engineers that provide services to our customers from Idaho, Montana, Wyoming, Colorado, N. Dakota, S. Dakota and Nebraska. Our salesmen strive to be YOUR trusted partner, ally and advisor as you navigate through the day to day needs of your department and practice. They are very knowledgeable on all the newest products and services on the market today. MTX is available 24 hours a day, 7 days a week.

SCOPE OF WORK:

We provide the equipment, installation, training and service after the sale.

(1,)

PROPOSAL FORM

TO:

Rebecca Reid

Coroner

Laramie County Coroner's Office

3964 Archer Parkway

Cheyenne, WY 82009

(307)-637-8000

The undersigned hereby declares that [firm name] MTX Medical Solutions Inc.

have carefully examined the specifications to furnish: RFP Digital Portable X-Ray Unit for which proposals were advertised to be received **no later than 10:00 a.m., local time, Friday, November 22, 2019** and further declare that [firm name]

MTX Medical Solutions Inc.

will furnish the said work according to specifications.

Proposed Cost

Total Estimated Cost for Project: \$ 55,300.00

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

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

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

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

Company MTX Medical Solutions Inc.

By Chris Lickteig (Print name)

Signature [Signature]

Address 5835 Interstate Ave. Unit B

City Billings State MT ZIP 59101

Telephone (406) 259-4712 Fax (406) 248-3062

E-Mail Address: mtxinc@qwestoffice.net

DUNS# 168604135 Fed. I.D. # 81-0526132



MOBILE WIRELESS DR X-RAY SYSTEM

Number: CL11172019



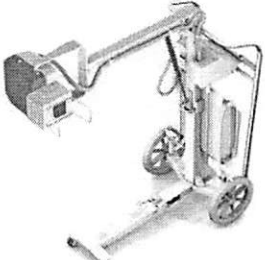
Date: 11- 17- 2019

Presented to:

Mrs. Rebecca Reed D-
Office Of The Coroner Laramie County
3964 Archer Parkway Cheyenne, Wyo 8200
307-637-8000

Presented by:

Chris Lickteig
MTX Medical Solutions, Inc.
P.O. Box 20403, Billings, MT 59104
Toll Free: (866) 348-3062 : Fax: (406) 248-3062

Quantity	Catalog #	Description	Price
1	8003003	<p>ImagePilot Aero DR 14X17</p> <p>The ImagePilot Aero MOB is targeted for primary imaging providers requiring the productivity of a mobile wireless DR system. It includes Konica Minolta's innovative AeroDR flat panel detector and AutoPilot Image Processing that dramatically simplifies DR image acquisition. This ImagePilot configuration provides workflow appropriate for mobile environments.</p> <p>The ImagePilot Aero MOB system consists of the following items:</p> <p>Detector and Subsystems</p> <ul style="list-style-type: none"> o AeroDR for ImagePilot 14"x17" wireless panel with CsI scintillator o AeroDR sync -simple generator interface with hand switch o Wireless AeroDR access point o Docking Station 	
1	IPCONPKODR	<p>ImagePilot Convertible Imaging Station for DR</p> <p>-Laptop Workstation</p> <ul style="list-style-type: none"> o Ruggedized Convertible 12.5" Multi Touch Screen o 256 GB HDD -sufficient to hold about 12,000 DR images <p>System features</p> <ul style="list-style-type: none"> o Patient Registration o AeroDR Acquisition with AutoPilot Image Processing o Diagnostic Image Review with Annotation and Measurement tools o Image Manipulation Tools including Window-Level settings o Import Images -DICOM or JPG -from disk or CD/DVD o Export Images -DICOM or JPG -to disk or CD/DVD with DICOM Viewer (PDI) o Compare with prior exams o Advanced Search for reviewing past exams o One DICOM Store license -i.e. to remote PACS or off-site archive o Windows Paper Printing o Simple Note Tool o Web browser-based ImagePilot Viewer for additional in-office connectivity (iPad, laptop, etc.) o ImagePilot Worklist Toolkit -includes DICOM MWL and Study Mapping tool o Grid line suppression o DVD Backup Tool o Windows 10 	 
1	SPSL-HF8.0-APL-LC	<p>8.0 kW Portable System for Human Application</p> <p>SPSL-HF-8.0-AP6 Portable System with Stand, 8.0kW, 6 APR</p> <ul style="list-style-type: none"> • 8.0 kW, 100 mA, 125 kVp • High Frequency Ripple: 300 kHz • 40 to 125 kVp in 1 kVp steps • Touch Screen • Allows customization of 6 APR regions (skull, thorax, spine, abdomen/pelvis, lower and upper extremities) - small, medium, large and pediatric patient sizes • User friendly multi-language selection • 14 mA stations: 5, 6.4, 8, 10, 12.5, 16, 20, 25, 32, 40, 50, 64, 80 and 100 • 0.001-10 second exposure time range, 41 total in 25% steps • 0.1 to 250 mAs, 34 total in 25% steps • Tube: 0.6mm x 2.8mm dual focus stationary anode tube, 76,000 HU • Power Cord: 19.7' long (6 meters) • Exposure Cord: 9.8' long (3 meters) • Collimator: Certified manual, Laser Light • Stand on base with wheels for easy maneuverability • Gas spring arm supports tube to accommodate easy positioning 	

• Positive mechanical brakes

		<ul style="list-style-type: none"> • Cassette storage box accommodates up to 8 cassettes • Vertical tube travel, 61.4" (17.3"-78.7") • 102.5 lbs total weight • Single-phase line Automatic Regulation, Automatic Output Power Adaptation to Power Line Conditions • 220 / 240 VAC 	
1	50100	Markers pair	
1	52418H	Monitor 23" LED	
1	Cart-3Shelf	CART	
1	62018-20	LEAD APRON (1) Medium	
1	62019-20	LEAD APRON (1) Large	
		MTX MEDICAL SERVICES "ALWAYS" INCLUDED IN INSTALLED TOTAL:	
		<ul style="list-style-type: none"> • Freight • Installation • Applications Training 	
		• 1 Year On-Site Labor Warranty (24/7/365 response as required)	
		(WILL NEED PORTABLE GENERATOR FOR OFF SITE WORK WITH (220 VOLT RECEPTACLE)	
		Installed Total	\$55,300.00
		Important Note - Any images used within quotation may not represent actual product and/or components included	

Freight, Installation, and Applications training included

1. GENERAL TERMS & CONDITIONS

20% with order

80% on completion of installation

2. F.O.B.:

Factory

3. NOTE:

The purchase price does not include sales, use, excise, local, federal or property taxes. All pricing is reflected as "cash" terms, no credit card payments can be accepted.

Quote valid ONLY to 10/30/2016. Order must be received by 10/30/2016 to ensure pricing.

4. BUYER'S OBLIGATION TO INSPECT:

Buyer acknowledges the duty to inspect the features, capabilities and specifications of the equipment and items purchased through familiarization and review of the manuals and specification sheets which pertain to the purchased equipment or product. Buyer acknowledges that by signing this Purchase Agreement he accepts the equipment or product with the features and specifications delineated in the manual or specifications sheets which pertain to and are provided with the product or equipment.

5. LIMITED WARRANTY:

A. Seller provides a one (1) year warranty on all parts and labor. There are no warranties, which extend beyond the description on the face hereof.

B. NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Section 1 herein sets forth Buyer's sole and exclusive warranty. SELLER EXPRESSLY EXCLUDES ALL OTHER WARRANTIES, AND BUYER RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE EQUIPMENT OR SERVICES BEING MERCHANTABILITY OR FIT FOR ANY PARTICULAR PURPOSE OR THAT MAY ARISE FROM COURSE OF DEALING OR USAGE OF TRADE. For any deficiencies in the equipment reported to Seller during the limited one-year warranty period, Seller's sole and exclusive obligation in the event of any deficiency in the equipment or services is to use commercially reasonable efforts to correct such deficiency.

C. Warranties will not apply if the malfunction is caused, in Seller's or its affiliated party's reasonable opinion, by abuse, misuse (whether intentional or not), accident (including but not limited to fire, water, improper power, environmental conditions), alteration, user modification, neglect of the Product or any part thereof; lack of routine care or maintenance or failure to follow Seller's instructions.

D. Unless otherwise agreed by the Seller in writing, Buyer shall pay costs of shipping for products returned to the Seller or its affiliated party for repair, and shall be responsible for loss or damage in transit.

6. LIMITATION OF LIABILITY:

A. This Agreement states Buyer's sole and exclusive warranty. In no event will the Seller or any company affiliated with it be liable for indirect, incidental, consequential damages, special damages, injuries, loss of profits, loss of business or goodwill however arising. Seller's liability, if any, hereunder is limited to the actual cost paid to the Seller by Buyer for this product.

B. This exclusion and limitation of damages applies regardless of the theory of liability. Buyer acknowledges it bargained for this allocation of risk and recognizes that absent the foregoing, the price of the product would be substantially greater.

7. LOCATION SAFETY MEASURES:

MTX Medical Solutions, Inc. does not make any warranty or representation that all room safety measures are completed or conform to Federal, State or Local specifications. Examples of such safety measures may include, but are not limited to; room design, lead requirements, chemical disposal and/or storage, as well as other particular operational and physical characteristics of Buyer's facility or operations. By executing document below and/or submitting purchase order to acquire described service and/or product, MTX Medical Solutions, Inc. is hereby relieved of any and all liability.

8. CONNECTIONS:

Customer may require: (a) additional cabling; and/or (b) additional network infrastructure (including, but not limited to; T1 connections, routers, bridges, and Ethernet hub and drops) to properly install, operate and maintain the Product(s). The installation of such cabling and network infrastructure, and all costs and expenses associated therewith, are the sole responsibility of Customer, unless otherwise agreed upon in writing by MTX Medical Solutions Inc.. Customer should anticipate that additional fees for its telecommunication providers analog line installation (to facilitate remote MTX Medical Solutions Inc. service) and access will be incurred in connection with the installation, operation and maintenance of the Product(s). Customer will be solely responsible for providing MTX Medical Solutions Inc. with such access and for paying all costs and expenses associated therewith.

9. SECURITY INTEREST:

The seller hereby retains a purchase money security interest under the Uniform Commercial Code and any goods sold under this Agreement until full payment of the goods have been made, the buyer acknowledges that any properties sold under this Agreement will remain the personal property of the seller (MTX Medical Solutions Inc.) and will not become a fixture even if attached to real property. This purchase money security interest shall remain in full force and effect under the Uniform Commercial Code and applicable state laws until buyer pays for the goods covered hereunder in full.

10. INTEGRATION OR MERGER CLAUSE

This Agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This Agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether oral or written. This Agreement can only be amended or modified in writing.

Initials: _____

11. SEVERABILITY

If any provision of this agreement is held to be invalid or unenforceable, the other provisions will remain in effect.

12. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of Montana.

13. VENUE

The parties agree that any claim or dispute they may have must be resolved by the 13th Judicial District Court in Yellowstone County, Montana.

MTX Medical Solutions

Office Of The Coroner Laramie County

Chris Lickteig

(printed or typed)

(printed or typed)

(signature)

11-17-2019
(date)

(signature)

(date)

MTX Reference

Office of Medical Examiner
500 Quivas St.
Denver, CO 80204
Phone: 720-337-7600

Due to the type of equipment that is involved, we only have one other location with a comparable system in our territory.

CONFLICT OF INTEREST & DISCLOSURE FORM

I HEREBY CERTIFY that

I (printed name) Chris Lickteig
am the (title) Sales Rep
and the duly authorized representative of the firm of (Firm Name) MTX Medical Solutions Inc.
whose address is 5835 Interstate Ave. Unit B
Billings, MT 59101
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 proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: [Signature]

Printed Name: Chris Lickteig

Firm Name: MTX Medical Solutions Inc.

Date: 11/15/2019

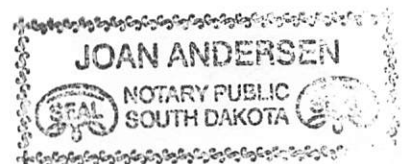
Sworn to and subscribed before me this 15th day of November, 2019.

Notary Public - State of South Dakota

My Commission expires 7-14-22

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

Joan Andersen



LARAMIE COUNTY NOTICE OF REQUEST FOR PROPOSALS

Laramie County is requesting proposals to purchase a digital portable X-Ray unit for the Laramie County Coroner's Office to use on scenes and within the office.

An electronic copy of the RFP can be obtained by visiting the Laramie County website, or a hard copy can be obtained by visiting the Laramie County Coroner's Office or by contacting:

Rebecca Reid
Laramie County Coroner
3964 Archer Parkway
Cheyenne, WY 82009
307-637-8000
rebeccar@laramiecounty.com

Proposals must be received by the Laramie County Coroner's Office at the above address no later than Friday November 22, 2019 at 10am. Proposals received after this time will not be considered. All proposals shall be sealed and hand delivered or mailed. Bid opening will take place on November 22, 2019 at 10:15am at the address above. An award will be announced on December 3, 2019 at the Commissioners Board Meeting at 310 W. 19th Street, Cheyenne, Wyoming 82001 at 3:30pm.

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

Publish two times: October 31, 2019 and November 14, 2019

REQUEST FOR PROPOSAL
For
A Digital Portable X-Ray Unit with a Laptop Workstation

Closing Date: November 22, 2019

Purpose of RFP

The purpose of this Request for Proposal (RFP) is to solicit competitive sealed proposals for the purchase of a digital portable X-Ray unit with a laptop workstation, aprons and cart designed to transport the unit.

Table of Contents

Sections

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

Attachments

- Proposal Page
- Conflict of Interest Form

1.0 PURPOSE & OVERVIEW

The purpose of this project is to provide the Laramie County Coroner's Office with a digital portable X-Ray unit that can be used on scene and within the office. We would like the digital portable X-Ray unit to come with all required software, a laptop workstation, a monitor, two lead aprons, and a cart for easy mobility.

2.0 SCOPE OF SERVICES- Provide as an option the cost of one-year maintenance for the appropriate products being bid.

- A. Each respondent shall provide a bid for the equipment, supplies, and training/instructions for use that meets the minimum requirements listed below:
 - a. Digital Portable X-Ray Unit for Human Application
 - b. Laptop Workstation with all software installed

- c. 2 Lead aprons
 - d. Mobility Cart for equipment
 - e. Freight and applicable training
 - f. 1 Year Labor Warranty
- B. The person or persons provided by the respondent to complete work shall be fully qualified to provide said equipment and training.
- C. All work provided by the respondent shall be in conformance with local, State and Federal rules and regulations.
- D. All equipment shall be responsive to the needs of the County, shall be performed in accordance with County programs, policies and procedures, and shall utilize appropriate methods and techniques.
- E. All records, including digital information, video tapes and audio tapes, related to the contract services performed for the County shall be subject to the Wyoming Public Records Laws and shall be maintained and made available in accordance with those laws and public records policies and procedures of the County. Records shall be made available to the County without question upon request of the County, in accordance with the requirements of law. Citizen requests for such records shall be processed through the County. All records, including all types of electronic records, related to the contract and services performed there under shall be the property of the County at the end of the contract, or at the end of the County's fiscal year, or upon demand of the County, whichever occurs first. The County shall specify the minimum records to be maintained by the respondent. The respondent may maintain additional records at its discretion.

3.0 GENERAL TERMS & CONDITIONS

3.1 RFP Closing Date

Proposals must be received by the Laramie County Coroner's Office at 3964 Archer Parkway, Cheyenne, Wyoming, 82009, no later than **10:00 a.m., local time, on November 22, 2019.** Proposals received after this time will not be considered.

3.2 Proposed Schedule

October 31, 2019	Release date for Request for Proposal
November 14, 2019	Public Advertisement in Tribune Eagle
November 22, 2019	Closing Date, 10:00 AM
November 22, 2019	Bid Opening, 10:15 AM
December 3, 2019	Recommendation to Commission for Award
December 17, 2019	Contract to Board of County Commissioners for Approval

3.3 Delivery of Proposals

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

Rebecca Reid
Laramie County Coroner
3964 Archer Parkway
Cheyenne, WY 82009
307-637-8000
rebeccar@laramiecounty.com

Mark package(s) "RFP Digital Portable X-Ray Unit"

3.4 Pre-proposal Information

No specific pre-proposal meeting will be held. Each respondent shall contact the Laramie County Coroner to discuss the proposal with the County if needed for questions.

3.5 Public RFP/Bid Opening

Only the names of the firms submitting proposals will be read aloud at the RFP/Bid opening. The proposals will be available for inspection during normal business hours at the Laramie County Coroner's Office within three (3) working days of the closing date, by appointment.

Bid opening is open to the public and will occur at 3964 Archer Parkway on November 22, 2019 at 10:15 am. A complete tabulation of proposals will be available after it is completed.

Laramie County reserves the right to reject any or all proposals submitted and/or to waive or ignore any irregularities and/or omissions in any submission and to accept any proposal, portion of proposal, combination of proposal and or to reject or accept any proposal for any reason in its discretion.

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the Laramie County Coroner's Office in Cheyenne at, (307)-637-8000 at least five (5) days prior to the date.

3.6 Proposal Form

- A. See **Submittal Requirements** for complete details.
- B. Each respondent shall submit THREE (3) complete sets of the proposal form, one marked "ORIGINAL" and TWO (2) marked "COPY". The proposal shall be submitted on an exact copy of the attached proposal form
- C. The proposal form must be signed by an official authorized to legally bind the respondent to all RFP provisions contained herein.

3.7 Questions Concerning RFP

Questions concerning any portion of this RFP should be directed in writing to the Laramie County Coroner named below, who shall be the official point of contact for this RFP. Mark cover page or envelope(s) "Questions on Digital Portable X-Ray Unit."

Submit questions to:

Rebecca Reid
Laramie County Coroner
3964 Archer Parkway
Cheyenne, WY 82009
307-637-8000
rebeccar@laramiecounty.com

3.8 Clarification and Addenda

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

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

3.9 Award

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

3.10 Contract

Successful respondent will be required to execute a separate contract with Laramie County that is acceptable to the County. The contents of this RFP and all provisions of the successful proposal deemed pertinent by the County may be incorporated into a contract and become legally binding, including Insurance Requirements.

The County Attorney is 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 Coroner at (307)-637-8000.

3.11 Disclosure of RFP 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 RFP. Selection or rejection of any proposal does not affect this right.

3.12 Respondent's Responsibility

A respondent, by submitting a proposal represents that:

- A. The respondent has read and understands the RFP in its entirety and that the proposal 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 proposal, 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 proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief.

3.13 Payment Terms

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

3.14 Conflict of Interest Disclosure Form

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

3.15 Minor Irregularities

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

3.16 Deviations

All proposals 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 Proposal Form; otherwise Laramie County will consider the subject proposals 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 proposals that meet the exact requirements imposed by the General Terms & Conditions; except, however, said proposals 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 RFP process by affecting the amount of the proposal such that an advantage or benefit is gained to the detriment of the other respondents.

3.17 Selection Criteria

Each proposal shall be evaluated using the following criteria:

1. Proper submittal of **ALL** documentation as required by this proposal
2. Overall scope and quality of the proposed project
3. Meeting or exceeding the requirements of the RFP
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 RFP
 - 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

3.18 Incurred Expenses

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

3.19 Presentations by Respondents

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

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

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

3.20 Minimum Specifications

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

3.21 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. 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.

3.22 Claim Notice

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

3.23 Proposal Acceptance/Rejection

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

4.0 SUBMITTAL REQUIREMENTS

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluating of the proposal. Proposals 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 proposals shall include at minimum:

Tab 1 – Respondent's Profile

A brief profile of the firm, including:

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

Tab 2 - Completed Proposal Form (use attached form)

Tab 3 – References

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

Tab 4 – Conflict of Interest Disclosure Form

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

Tab 5 - Other Information

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

5.0 Disclosures

The laws of Wyoming require that the contents of all proposals 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 proposal. The entire proposal 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 fail to notify the issuing office of any error, ambiguity, conflict, discrepancy, exclusionary specifications, or omission, the respondent shall submit a response at its own risk and under such conditions. If the respondent is awarded a contract, then such respondent will not be entitled to additional compensation, relief, or time by reason of the error or its later correction.

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

Following the award of the contract, responses to this proposal 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 proposal 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 proposals, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful proposal may be considered public information even though parts are marked confidential.

Proposals must be signed by a person authorized to commit the respondent to provide the services requested in this RFP. Submission of a signed proposal 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 RFP.

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

Each respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this proposal. 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 RFP. 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 proposal disqualification. By submitting a response to this RFP, all respondents affirm that they have not given, nor intend to give, any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a Laramie County employee or representative in connection with the procurement.

Sovereign Immunity

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

Indemnification

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

Termination

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

Force Majeure

Neither the respondent nor Laramie County shall be liable to perform under this RFP 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 proposal shall be considered acceptance to all the terms and conditions provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.

PROPOSAL FORM

TO:

Rebecca Reid

Coroner

Laramie County Coroner's Office

3964 Archer Parkway

Cheyenne, WY 82009

(307)-637-8000

The undersigned hereby declares that [firm name] _____

_____ have carefully examined the specifications to furnish: RFP Digital Portable X-Ray Unit for which proposals were advertised to be received **no later than 10:00 a.m., local time, Friday, November 22, 2019** and further declare that [firm name]

_____ will furnish the said work according to specifications.

Proposed Cost

Total Estimated Cost for Project: \$ _____

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

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

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

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

Company _____

By _____ (Print name)

Signature _____

Address _____

City _____ State _____ ZIP _____

Telephone _____ Fax _____

E-Mail Address: _____

DUNS# _____ Fed. I.D. # _____

CONFLICT OF INTEREST & DISCLOSURE FORM

I HEREBY CERTIFY that

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

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

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

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

This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal 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).