

DETENTION CENTER CELL DOORS REPLACEMENT AGREEMENT
between
LARAMIE COUNTY, WYOMING and CML SECURITY, LLC

This Detention Center Cell Doors Replacement Agreement (Agreement) is made and entered into by and between Laramie County, 310 W. 19th Street, Cheyenne, WY 82001 ("COUNTY"), and CML Security, LLC, 1785 West 160th Ave., Suite 700, Broomfield, CO 80023 ("CONTRACTOR").

I. PURPOSE

The purpose of this Agreement is for CONTRACTOR to replace existing cell doors, as well as remove and dispose of certain detention furniture, as fully described in the Objectives/Scope of Work in the CML Security Quotation Proposal Cost Analysis, which is incorporated by this reference into this Agreement as "Attachment A".

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties, and shall remain in full force until completion of the project or until terminated pursuant to the provisions of this Agreement.

III. PAYMENT

COUNTY shall pay CONTRACTOR billing rates and expenses not to exceed one hundred thirty-four thousand, eight hundred dollars (\$134,800.00) as indicated in Attachment A, upon completion of the work/services described in therein, or upon submission of such periodic invoices as mutually agreed upon to by the parties. Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY, or submission of other documentation certifying completion of the services. 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 be responsible for providing work/services including but not limited to replacing sixteen (16) cell doors and removal of certain pod furniture, as fully described in Attachment A.

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 COUNTY or any of its duly authorized representatives to any books, documents, papers and records of 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 COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of COUNTY, will be turned over to the COUNTY.

C. CONTRACTOR shall provide a one (1) year warranty.

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. Acceptance Not Waiver: COUNTY's approval of the 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.

C. 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.

D. Entire Agreement: This Agreement (5 pages) and the Quotation Proposal (Attachment A) (4 pages) represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

E. 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.

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

G. 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.

H. 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.

I. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

J. 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.

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

L. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including Wyo. Stat. § 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.

M. 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 upon request.

N. 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.

O. 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.

P. 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.

Q. 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, this 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.

R. 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.

S. Agreement Controls: Where a conflict exists or arises between any provision or condition of this Agreement and the Estimate/Contract (Attachment A), the provisions and conditions set forth in this Agreement shall control.

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

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between
LARAMIE COUNTY, WYOMING and CML SECURITY, LLC

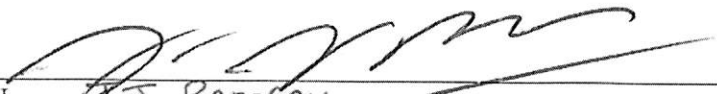
LARAMIE COUNTY, WYOMING

By: _____ Date _____
Gunnar Malm, Chairman, Laramie County Commissioners

ATTEST:


By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: CML SECURITY, LLC

By:  _____ Date 7/29/2020
Name: JS Ramsey

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 7/29/2020
Laramie County Attorney's Office



7. Concrete work or grouting of any kind.
8. Bituminous coatings. PC105 product meets/exceeds this requirement
9. Repairing damage to wire or devices that is caused by others.
10. Any and all work related to any other sections not specifically listed herein.
11. 3D Modeling of equipment
12. Unloading, storage and distribution of materials not installed by CML

6.0 QUOTATION PROPOSAL COST ANALYSIS

QUOTATION PROPOSAL PRICE: \$ 555,200

Rough break out for Pod D :	\$ 134,800
Rough break out for Pod B Furniture removal:	\$ 6,200
Rough break out for 6 rec yard openings:	\$ 55,900
Rough break out for 33 cell doors:	\$ 233,400

1. BONDS/TAX/FREIGHT: This price does not include any applicable taxes, bonds or bond premium unless notated above. If a tax exemption certificate is not provided, the bidder is not responsible for tax. CML Security can provide a bond if required for an extra fee. Freight is included in the price above.
2. PRICING GUARANTEE: Because of conditions beyond our control, this budget is effective for period of (60) days from the date above. Terms of payment are net thirty (30) days from invoice. No cash discounts for prepayment. Any order based on this quotation shall be subject to approval and acceptance by CML Security. No MBE/WBE/SBE content has been included in this quote due to the "security and specialty" nature of our work.

CLOSING

We appreciate the opportunity to partner with you to provide a solution to fit your needs. If there are any questions or concerns, please feel free to call or email any time.

Sincerely,

Wes Godfrey
Chief Estimator
CML Security
D. 720.316.9413 C. 970.324.6909
E. wgodfrey@cmlsecurity.us

3. The responder shall require each sub-contractor to comply with the same statutes and provisions and shall so stipulate in any agreement or contract with them.

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

G. AWARD

LCSD reserves the right to award the contract to the responder(s) that LCSD deems to offer the best overall proposal(s). LCSD is therefore not bound to accept a proposal on the basis of lowest price. In addition, LCSD at its sole discretion, reserves the right to cancel OR modify this RFP, 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 LCSD to do so. LCSD also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in LCSD's best interest.

F. 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 (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

Force Majeure. Neither the vendor nor LCSD 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.

II. SPECIAL PROVISIONS

A. OBJECTIVES/SCOPE OF WORK

Replace 49 existing cell doors. Doors must have the following specifications.

- 12 gauge detention grade with Lexan Glazing Panel
- Food Pass with 1017 slam lock with mogul cylinder
- New Detention hinges
- Prep for existing door lock
- DPS switch if equipped

Replace 6 exterior rec yard doors. Doors must have the following specifications.

- 14 gauge with Lexan Glazing Panel
- New Detention hinges

Install (2) Security shower doors and frames in two separate shower locations in the Jail facility; shower units must have the following specifications.

Example of door style can be found at <https://www.securitydesigned.com/jaildoors.htm> "stainless grid series with access food cuff door"

- 12 gauge stainless steel
- Must have closable cuff ports to allow for inmates wrist and ankle restraints to be applied and removed
- Shower door must be able to be locked from the outside of the enclosure.
- Area above the shower door will be enclosed with the same material used for the shower door, making a completely enclosed area.

Remove steel jail cell furniture from 16 cells within (1) housing unit.

- Furniture is welded to metal plates attached to the walls.
- Each unit contains a (1) bunk, (1) desk, (1) 16" shelf and (1) break away set of towel hooks.
- Disposal of removed Detention furniture. We will be keeping some pieces depending on condition after removal.

Remove steel jail cell furniture from 8 cells within B Pod housing unit.

- Furniture is welded to metal plates attached to the walls.
- Furniture to be removed: (1) desk, (1) 16" shelf and (1) break away set of towel hooks.
- Disposal of removed Detention furniture. We will be keeping some pieces depending on condition after removal.

B. LCSD REPRESENTATIVES

Questions concerning the bidding process, acceptance and approval of RFPs, minimum requirements or subsequent contract relative to this RFP should be directed to:

Captain Don Hollingshead
1910 Pioneer Street
Cheyenne, WY 82001
Phone: (307) 633-4736
FAX: (307) 633-4723

C. VENDOR REPRESENTATIVE

Responders shall appoint, by name, a company representative who shall be responsible for servicing all aspects covered by the contract resulting from the award of this proposal. The appointed representative shall be responsible for, but not limited to, the following services: correct pricing, back-order control, invoice and voucher procedures, shipping, and in general to provide functions as necessary to insure that the account will be maintained in a condition which will expedite ordering, deliveries and allow LCSD to promptly pay all invoices as due, after publication and advertising of Notice of Final Payment as required by Wyoming law.



Proposal for:

Laramie County Sheriff's Department | Captain
Don Hollingshead

Laramie County Jail Remodel | Proposal No. 20-
LCSD-001

1910 Pioneer Avenue, Cheyenne WY 82001

Laramie County Jail Remodel

Proposal No. 20-LCSD-001

Cheyenne, Wyoming



Presented by:

CML Security, LLC
1785 W. 160th Ave. Suite 700
Broomfield, CO 80023
ph. 720.466.3650
fax. 720.438.7573
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