

REQUEST FOR BIDS
For
Painting of 212 Jail Cells, Vehicle Sally Port, and Booking Area for
the Laramie County Sheriff's Department
Closing Date: March 31, 2023, 12:00pm

Laramie County is soliciting competitive sealed proposals from qualified vendors to provide for painting of 212 jail cells, vehicle sally port, and booking area. This request for the proposal includes all labor, material, equipment, and all other services complete interior painting services in the Detention Center of Laramie County Sheriff's Department.

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Laramie County Sheriff's Department is a publicly funded institution working in partnership with the community is dedicated to providing ethical and professional services that promote and protect the well-being, safety and security of all people in the county; and to operating a safe constitutional jail system.

Laramie County Sheriff's Department is soliciting competitive sealed bids from qualified vendors to provide for painting of 212 jail cells, vehicle sally port, and booking area. This request for the proposal includes all labor, material, equipment and all other services complete interior painting services in the Detention Center of Laramie County Sheriff's Department.

The Laramie County Sheriff's Department will be abbreviated LCSD throughout this RFP. Any Successful bidder will be required to sign a contract with Laramie County. The contract will be awarded based on the factors, criteria, requirements, and instructions listed herein, subject to LCSD and the Laramie County Board of County Commissioners' approval.

2.0 SCOPE OF SERVICES

Scope of Work:

The Laramie County Sheriff's Department is seeking interior painting services of the Laramie County Detention Facility, specifically the painting of 212 jail cells, vehicle sally port, and booking area.

Additional Notes:

- A. The respondent shall provide the following information for each proposed system:
 1. A complete bid including all related costs for providing the equipment and supplies as outlined above.
 2. Acquire all necessary permits and licenses, arrange for required inspections if necessary.
 3. Delivery of all equipment and supplies
 4. Enter into a written contract for work with Laramie County/Laramie County Sheriff's Department.
 5. Attend Site Review at the Sheriff's Department on **February 22, 2023 at 10:00 am**. Interested bidders will meet in the lobby at 1910 Pioneer Avenue, Cheyenne.
 6. Contractor shall comply with all applicable Federal and State statutes and regulations as well as local ordinances.
- B. The person or persons provided by the respondent to complete work shall be fully qualified to provide said services.
- C. All work provided by the respondent shall be in conformance with local, State and Federal rules and regulations.

- D. All equipment shall be responsive to the needs of the Laramie County Sheriff's Department, shall be performed in accordance with Laramie County programs, policies and procedures, and shall utilize appropriate methods and techniques.
- E. All records, including digital information, video tapes and audio tapes, related to the contract services performed for the LCSD 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

Bids must be received by the Business Office of the Laramie County Sheriff's Department at 1910 Pioneer Avenue, Cheyenne, Wyoming 82001 no later than **5:00 p.m., local time, on March 31, 2023**. Bids received after this time will not be considered.

3.2 Delivery of Bids

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

**Chief Deputy Perry Rockvam
1910 Pioneer Street
Cheyenne, WY 82001
Phone: (307) 633-4736
FAX: (307) 633-4723**

Please include the following reference on the front of any envelopes

Painting of Detention Center – Laramie County Sherriff's Department

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

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

LCSD reserves the right to waive all irregularities, formalities and informalities, reject any or all proposals without prejudice or further obligation and to accept any proposal or combination of proposals deemed desirable is its sole discretion.

3.3 Pre-bid Information

No specific pre-bid meeting will be held. Each respondent shall contact Chief Deputy Perry Rockvam 307-633-4736 to discuss the bid with the LCSD if needed.

3.4 Public RFP Opening

A public bid opening will take place at 08:00am on March 1, 2023 at the location listed above. Only the names of the vendors submitting bids will be read aloud at the RFP opening. The bids will be available for inspection during normal business hours (8am-4pm) at the Laramie County Sheriff's Department within three (3) working days of the closing date, by appointment.

A complete tabulation of bids will be available after it is completed.

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the Laramie County Events Department in Cheyenne at, (307) 633-4670 at least five (5) days prior to the date.

3.5 Bid Form

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

3.6 Questions Concerning RFP

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

**Chief Deputy Perry Rockvam
1910 Pioneer Street
Cheyenne, WY 82001
Phone: (307) 633-4736
FAX: (307) 633-4723**

3.7 Clarification and Addenda

It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable) through the Manager named above. LCSD 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 Laramie County Sheriff's Department web site. Respondents in their bid must acknowledge receipts of amendments. **Each respondent should ensure that they have received all addenda and amendments to this RFP before submitting their bid.**

3.8 Modification or Withdrawal of RFPs

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

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

3.9 Award

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

3.10 Preferential

Preference will be given to materials, supplies, equipment, machinery, provisions, and/or services offered by resident bidders, quality being equal to articles or services offered by competitors outside the State of Wyoming (W.S. 16-6-105, as amended).

Preference will be given Wyoming contractors for any contractual service(s). The contract shall be let to **any** responsible resident making the lowest fully responsive bid, if such resident's bid is not more than five percent (5%) higher than that of the lowest responsible nonresident bidder.

Within these category resident laborers, workmen and mechanics shall be used upon all work under the contract whenever possible. Wyoming materials and products of equal quality and desirability shall have preference over materials or products produced outside the State of Wyoming (W.S. 16-6-104, as amended).

3.11 Contract

The contents of this RFP and all provisions of the successful bid deemed pertinent by the County may be incorporated into a contract and become legally binding. A separate contract document will be issue.

The County Commissioners are the sole Contracting Officer for Laramie County, Wyoming, and only he/she or his/her designee is authorized to make changes to any contract.

The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Price Agreement. The County shall not be responsible for any order, change, substitution or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement or change order, the respondent should promptly contact the Laramie County Events Department at (307) 633-4670.

3.12 Calendar of Events

Activity:	Date:
RFP Release to Vendors	March 13, 2023 8:00 am
Site Review	March 22, 2023 10:00 am
Last Date for Receipt of Proposal	March 31, 2023 12:00 pm
Date of Opening of Proposals	March 31, 2023 12:15 pm

3.13 Contract Time

LCSD wants the project to be completed by **May 15, 2023**. This timeframe is Negotiable depending on availability of materials needed for project.

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

In the event of failure to achieve completion by the guaranteed date, the successful responder shall be liable for and shall pay LCSD the sums hereinafter for each calendar day of delay until the work is complete:

One Hundred and NO/100 Dollars (\$100.00)

3.14 Performance of Work

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

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

3.15 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 bid does not affect this right.

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

3.16 Respondent's Responsibility

A respondent, by submitting a bid represents that:

- A. The respondent has read and understands the RFP in its entirety that and the bid is made in accordance therewith, and
- B. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and;
- C. Before submitting a bid, each respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by Laramie County upon which the respondent will rely. If the respondent receives an award because of its bid submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions an 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.

3.17 Commercial Warranty/Manufacturer's Recommendations

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

All items shall be new unless otherwise specifically stated or called for in the bid and must be installed to manufacturer's specifications. All products offered must have passed the first line

quality standard as set by the manufacturer and no seconds, blemished articles or items containing defective workmanship will be included.

3.18 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.

3.19 Wyoming Sales and Use Tax

Direct purchases of materials by the State of Wyoming or its political sub- divisions (including LCSD) are exempt from Wyoming Sales and Use Tax. Contractors purchasing and consuming materials, equipment and supplies for their performance of alteration, improvement or repair of real property are subject to the Wyoming Sales and Use Tax. Purchases by contractors of equipment, materials and supplies consumed in contracts with the State of Wyoming, its departments and institutions and the political subdivisions thereof (including LCSD) are subject to Wyoming Sales and Use Tax. Contractors must comply with Sales and Use Tax Laws per Wyoming Statutes 39-6-401 through 39-6-417; W.S. 39- 6-501 through 39-6-5 18 and W.S. 39-6-601 through 39-6-604.

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

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

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

3.20 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.

3.21 Minor Irregularities

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

3.22 Deviations

All bids must clearly and with specific detail, note all deviations to the exact requirements imposed upon the respondent by the General Terms & Conditions. Such deviations must be stated upon the Bid Form; otherwise Laramie County will consider the subject bids as being made in strict compliance with said General Terms & Conditions to respondents; the respondent being held therefore accountable and responsible. Respondents are hereby advised that Laramie County will only consider bids that meet the exact requirements imposed by the General Terms & Conditions; except, however, said bids may not be subject to such rejection where, at the sole discretion of Laramie County, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the RFP process by affecting the amount of the bid such that an advantage or benefit is gained to the detriment of the other respondents.

3.23 Waiver of Claims

Once this contract expires, or final payment has been requested and made, the awarded respondent shall have no more than 30 calendar days to present or file any claims against the County concerning this contract. After that period, the County will consider the respondent to have waived any right to claims against the County concerning this agreement.

3.24 Selection Criteria

Each bid shall be evaluated using the following criteria:

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

3.25 Termination / Cancellation of Contract

LCSD reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice. Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered into prior to the termination of the contract (i.e. reports, materials, statements of accounts, etc., required and not received). Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract.

3.26 Incurred Expenses

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

3.27 Presentations by Respondents

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

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

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

3.28 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.

3.29 Respondent's Personnel

The respondent shall be responsible for ensuring that its employees, agents and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position. The respondent certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended. During the performance of the contract, the respondent agrees to the following:

The respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the respondent.

The respondent agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The respondent, in all solicitations or advertisements for employees placed by or on behalf of the respondent, shall state that such respondent is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. The respondent shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each respondent or vendor. The respondent and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended. Any information concerning the County, its products, services, personnel, policies or any other aspect of its business learned by the respondent or personnel furnished by the respondent in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the respondent or any employee or agents of the respondent or personnel furnished by the respondent, without the prior written consent of the County.

3.30 Claim Notice

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

3.31 Bid Acceptance/Rejection

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

3.32 RFP Deposit/Performance Bonds

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

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

4.0 PREPARATION OF RFP

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

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

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

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

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

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

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

Clarification and Interpretation of the RFP

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

Indicate the level of compliance with:

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

5.0 SUBMITTAL REQUIREMENTS

Bids 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 bid. Bids shall be organized and sections tabbed in the following order. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All bids shall include at minimum:

Tab 1 – Respondent’s Profile

A brief profile of the firm, including:

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

Tab 2 – List of Comparable Jobs

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

Responders are required to include one of the following:

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

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

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

Tab 5 - Completed Bid Form (use attached form)

Tab 6 – References

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

Tab 7 – Conflict of Interest Disclosure Form

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

Tab 8 – Insurance

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

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

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

Type of insurance:

1. Workman’s Compensation
Statutory

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

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

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

Tab 9 - Other Information

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

6.0 DISCLOSURES

The laws of Wyoming require that the contents of all bids shall be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are

recognized as such and are protected by law may be withheld if clearly identified as such in the bid. The entire bid cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, Laramie County will notify the vendor to permit the vendor to defend the proprietary nature of the information.

If a respondent discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in this document, the respondent shall immediately notify the issuing office. If a respondent fails to notify the issuing office of any error, ambiguity, conflict, discrepancy, exclusionary specifications, or omission, the respondent shall submit a response at its own risk and under such conditions. If the respondent is awarded a contract, then such respondent will not be entitled to additional compensation, relief, or time by reason of the error or its later correction.

The successful respondent will be expected to enter into a contract with LCSD upon terms acceptable to the County. LCSD shall notify the successful responder, in writing, of its intent to include new items under the contract. The successful responder must supply, in writing, its prices on the items plus any discounts it intends to include in the purchase price. This pricing must extend to LCSD the same percentage discounts as stated for comparable items within the original bid.

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

Following the award of the contract, responses to this bid are subject to release as public information unless specific parts of the response can be shown to be exempt from the laws of the State of Wyoming. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. Laramie County assumes no obligation or responsibility for asserting legal arguments on behalf of potential respondents.

If a respondent believes that parts of a bid are confidential then the respondent must so specify. The respondent must mark in bold red letters the term "**CONFIDENTIAL**" on that part of the response, which the respondent believes to be confidential. The respondent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the respondent believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. Laramie County will be the sole judge as to whether a claim is general and/or vague in nature. All parts of bids, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful bid may be considered public information even though parts are marked confidential.

Bids must be signed by a person authorized to commit the respondent to provide the services requested in this RFP. Submission of a signed bid will be interpreted to mean the respondent has agreed to all terms and conditions set forth in all of the sheets which make up this 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 bids. It is understood that all bids become the property of Laramie County and will be available for public inspection. No obligation is made by retention of these bids, nor is Laramie County committed to awarding a contract as a result of this RFP.

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

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

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

Each respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this bid. Examples of potential conflicts may include an existing business or personal relationship between the respondent, its principal or any affiliate or subcontractor, with Laramie County or any other entity or person involved in any way in the project that is the subject of this 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 bid 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

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

Indemnification

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

Limitation On Payment

LCSD's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by Respondent, the Agreement may be terminated by LCSD at the end of the period for which funds are available. LCSD shall notify Respondent at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if LCSD knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to LCSD in the event this provision is exercised, and LCSD shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

Assignment

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

Compliance

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

Termination

The selection may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of the 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 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.

The submission of a bid shall be considered acceptance to all the terms and conditions provided herein and in the various bid documents, unless specifically noted otherwise in the bid.

BID FORM

**TO: Chief Deputy Perry Rockvam
1910 Pioneer Street
Cheyenne, WY 82001
Phone: (307) 633-4736
FAX: (307) 633-4723**

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

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

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

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

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

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

D. Assigned representative as required in the Special Provisions.

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

E. Manufacturer's principal place of business:

Vendor _____
Address _____
City/State _____ Zip _____
Phone# (_____) _____ FAX# (_____) _____

F. Taxpayer identification.

Are you incorporated? _____ Yes _____ No

If yes, State of Incorporation: _____

What is your Taxpayer Identification Number?

Social Security # _____ - _____ - _____

OR

Employer Identification # _____

- G. I/We hereby certify and claim, in accordance with W.S. 16-6-101, as amended, the in-state five percent (5%) preference differential allowed to Wyoming vendors.

Signature _____ Title: _____

- H. Bid prices are firm for _____ days after bid opening for evaluation of bid.

- I. Discounts will be allowed for prompt payment as follows:

20 Calendar Days _____ % 30 Calendar Days _____ %

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

- J. Specify Guaranteed Date of Completion if different than Date: _____

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

_____ Original and two (2) copies of proposal

_____ Company information

_____ Executive Statement

_____ Insurance

_____ Proof of Insurance

_____ Proof of applicable licenses (city and/or state)

_____ Standard product agreement

_____ All minimum requirements have been answered and addressed by item

_____ Budget for the proposed work to include: (Breakdown to include all costs.

The successful proposer will bear the burden of any and all undisclosed costs.)

- L. Check to acknowledge receipt of addendum and/or amendment _____ if applicable.

Company Name

Name of Authorized RFP. — Typed

Street Address/P.O. Box

Signature of Authorized RFP.

City/State/Zip

Date

CONFLICT OF INTEREST & DISCLOSURE FORM

I HEREBY CERTIFY that

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

whose address is _____

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

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

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

This Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public - State of _____

My Commission expires _____

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